# CITY COUNCIL MEETING AGENDA

**March 27, 2025**
6:00 PM
Central Point City Hall, Council Chambers
140 S 3rd St, Central Point, OR
www.centralpointoregon.gov

**10. Meeting Called to Order**

**20. Pledge of Allegiance**

**30. Roll Call**

**40. Presentation**

A. Jackson County Fire Distritc 3 Annual Report

**50. Public Comments**

The City Council sets aside 20 minutes for in-person public comments on non-agenda items. Comments are limited to three (3) minutes per individual, five (5) minutes per group or organization. Please complete a public comment form before speaking.

The City Council encourages written comments. Please submit your comments by regular mail to City Council, 140 S Third St, or by email to meetings@centralpointoregon.gov. Comments must be received by noon on the date of the meeting to be noted in the record. Please include the date of the Council meeting with your comments.

**60. Consent Agenda**

A. Approval of March 13, 2025, Meeting Minutes

B. OLCC Schmizza Pub & Grub - 1350 Plaza Blvd

**70. Items Removed from the Consent Agenda**

**80. Ordinances and Resolutions**

A. Ordinance Adopting Diesel Fuel Tax
Chris Clayton, City Manager

B. Resolution Approving a Building Evaluation Support Agreement
Derek Zwagerman, Building Official

C. Resolution Approving a 2023-25 Supplemental Budget

Steve Weber, Finance Director

D. Accepting the Bid for the Moore Family Fields Phase 2 Plumbing Contact with Riverline Construction and Exempting from Competitive Bidding.
Matt Samitore, Parks and Public Works Director

**90. Business**

**100. Mayor's Report**

**110. City Manager's Report**

**120. Council Reports**

**130. Department Reports**

**140. 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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**150. Adjournment**

*Individuals wishing to attend a meeting via Zoom or needing special accommodations such as sign language, foreign language interpreters, or equipment for deaf and hard of hearing people must request such services at least 72 hours before the City Council meeting. To make your request, please contact the City Recorder at 541-423-1015 (voice) or by e-mail to meetings@centralpointoregon.gov.*

*Si necesita traductor en espanol o serviciis de discapacidades (ADA) para asistir a una junta publica de la caudad poor favor llame con 72 hora de anticipation al 541-664-3321 ext. 201.*

# CITY COUNCIL MEETING MINUTES

**March 13, 2025**
6:00 PM
Central Point City Hall, Council Chambers
140 S 3rd St, Central Point, OR
www.centralpointoregon.gov

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## 1 Meeting Called to Order

## 2 Pledge of Allegiance

## 3 Roll Call

The following members were present: Mayor Taneea Browning, At Large Rob Hernandez, At Large Michael Parsons, Ward II Kelley Johnson, Ward I Neil Olsen, Ward III Grey Zimmerman, Ward IV Brian Whitaker

The following staff were also present: City Manager Chris Clayton, City Attorney Sydnee Dreyer, Parks and Public Works Director Matt Samitore, Planning Director Stephanie Powers, Police Chief Scott Logue, and City Recorder Rachel Neuenschwander

## 4 Public Comments

## 5 Consent Agenda

### A. Approval of February 27, 2025, Meeting Minutes

### B. OLCC Application Central Point Liquor Store

**Motion:** Motion to approve the consent agenda as presented.
**Moved By:** Grey Zimmerman **Seconded by:** Kelley Johnson

**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.

## 6 Items Removed from the Consent Agenda

## 7 Public Hearing

### A. Ordinance Adopting Diesel Fuel Tax

City Manager Chris Clayton presented information on the proposed diesel fuel tax ordinance. He explained that the decision to consider this ordinance came from a state funding issue and the need for infrastructure investments. The ordinance would establish a 2¢ per gallon diesel tax, which would only go into effect if approved by voters in November 2025.

Chris provided background on the current state of transportation funding, noting a $1.7 billion shortfall in Oregon. He explained that 80% of the revenue from the proposed diesel tax would likely come from non-Central Point residents, primarily affecting freight traffic passing through the city.

Parks and Public Works Director Matt Samitore discussed the city's pavement condition index and the need for additional funding to maintain roads. He mentioned recent increases in project costs and the importance of updating the city's System Development Charges (SDCs).

Chris and Matt provided updates on recent legislative developments, including ODOT finding an additional $1 billion in revenue and potential changes to EV registration fees.

Council members asked questions and discussed various aspects of the proposed tax, including its potential impact on residents and businesses. Rob Hernandez, who drives a diesel vehicle, expressed support for the idea, noting that the cost to individual residents would be minimal compared to other funding options.

Mayor Browning opened the public hearing. No one came forward, and the public hearing was closed.

**Motion:** Approve
**Moved By:** Michael Parsons **Seconded by:** Grey Zimmerman
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Michael Parsons moved to forward the Ordinance Amending the Central Point Municipal Code Title 3 Adding Chapter 3.50 to Enact a Diesel Fuel Tax of 2 Cents per Gallon for Street and Sidewalk Improvements, Repair and Maintenance to a second reading.**

**B. Parklet Program Fee Resolution**

Planning Director Stephanie Powers presented information on the parklet program fee resolution. She explained that the resolution would establish an initial permit fee of $300 and an annual renewal fee of $150 for parklets in the downtown area. The fees were based on estimated staff time for reviewing applications and inspections.

Mayor Browning opened the public hearing. No one came forward, and the public hearing was closed.

**Motion:** Approve
**Moved By:** Grey Zimmerman **Seconded by:** Kelley Johnson
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Grey Zimmerman moved to approve Resolution No. 1816, a Resolution of the City of Central Point City Council Setting Temporary Parklet Permit Fee and Annual Renewal Fee.**

## 8 Ordinances and Resolutions

**A. Code Amendments to Floodplain Development Standards**

Planning Director Stephanie Powers presented the second reading of an ordinance to amend chapter 8.24 of the Central Point Municipal Code regarding flood damage prevention standards. The changes were necessary to comply with FEMA guidelines and ensure the city's continued participation in the national flood insurance program.

**Motion:** Approve
**Moved By:** Michael Parsons **Seconded by:** Rob Hernandez
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Michael Parsons moved to approve Ordinance No. 2123 an ordinance amending Central Point Municipal Code Sections 8.24.030, 8.24.040, 8.24.050, 8.24.090, 8.24.130, and 8.24.140, regarding habitat assessments, a pre-implementation compliance measure pathway required by the federal emergency management agency.**

**B. Comprehensive Plan Land Use Element Amendment Designating a Climate Friendly Area**

Planning Director Stephanie Powers presented the second reading of an ordinance to establish a climate-friendly area in the land use element of the comprehensive plan. The ordinance would apply the climate-friendly area to 94.4 acres within the East Side TOD and redesignate 27.6 acres from medium-density residential to high-density residential.

**Motion:** Approve
**Moved By:** Kelley Johnson **Seconded by:** Brian Whitaker
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Kelley Johnson moved to approve Ordinance No. 2124 an Ordinance Amending the Central Point Comprehensive Plan Land Use Element Text and Maps to Establish and Apply a Climate Friendly Area (CFA) Overlay to 94.4 acres within a Portion of the Eastside Transit Oriented Development Overlay, and Amending the General Land Use Plan Map Designation on 27.6 acres within the CFA Overlay from Medium Density Residential to High Density Residential.**

**C. Zoning Map and Text Amendments to Designate a Climate Friendly Area**

Planning Director Stephanie Powers presented the second reading of an ordinance to amend the zoning map and zoning text to designate the climate-friendly area, rezone 27.6 acres, and make various updates to development standards and definitions.

**Motion:** Approve
**Moved By:** Brian Whitaker **Seconded by:** Kelley Johnson
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Brian Whitaker moved to approve Ordinance No. 2125 an Ordinance Amending the Central Point Zoning Map to Apply the Climate Friendly Area Overlay to 94.4 Acres within a portion of the Eastside Transit Oriented Development Overlay and Re-zone 27.6 acres from Low Mix Residential (LMR) to Medium Mix Residential (MMR); and Amend Central Point Municipal Code Sections 17.08.410 (TOD Definitions), 17.65 (TOD Overlay), 17.75.039(H) (Bicycle Parking Standards), and Add New Chapter 17.69 (CFA Overlay).**

**D. Temporary Parklet Program Revision**

Planning Director Stephanie Powers presented revisions to the temporary parklet program, including requirements for general liability insurance and a hold harmless agreement. The revisions also clarified that parklet permits are annual and issued on a first-come, first-served basis.

**Motion:** Approve
**Moved By:** Brian Whitaker **Seconded by:** Grey Zimmerman
**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.
**Brian Whitaker moved to approve Resolution No. 1817, a Resolution to Amend the Temporary Parklet Program in the Public Right-of-Way Adding Provisions for Liability Insurance and Hold Harmless Agreement.**

**E. A Resolution Authorizing the City of Central Point to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Purchase and Installation of an Accessible Playground at Don Jones Memorial Park and Delegating Authority to the City Manager to Sign the Application**

Parks and Public Works Director Matt Samitore presented information on the grant application for an accessible playground at Don Jones Memorial Park. He discussed the city's history of successful grant applications for park improvements and outlined the proposed features of the new playground, including ADA compliance, shade structures, and all-weather surfacing.

**Motion:** Approve

**Moved By:** Michael Parsons **Seconded by:** Kelley Johnson

**Roll Call:** Members Taneea Browning, Rob Hernandez, Michael Parsons, Kelley Johnson, Neil Olsen, Grey Zimmerman, Brian Whitaker voted yes. None voted no.

**Michael Parsons moved to approve Resolution No. 1818 a Resolution Authorizing the City of Central Point to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for the Purchase and Installation of an Accessible Playground at Don Jones Memorial Park and Delegating Authority to the City Manager to Sign the Application.**

## 9 Business

### A. Planning Commission Report

Planning Director Stephanie Powers provided an update on the March 4 Planning Commission meeting. The commission heard a conditional use permit application for Anchor Church and received public comments. The item was continued to the April 1 meeting. Stephanie also mentioned updates on various development projects in the city.

## 10 Mayor’s Report

Mayor Browning reported that:

- She attended the National League of Cities Congressional Cities Conference in Washington, DC. She met with local congress-people to advocate for more local control and funding opportunities for infrastructure investments.
- She was also elected for an additional term as chair of the Western Municipal Association.
- She attended the SOREDI board meeting virtually.
- She is coordinating a regional mayor's meeting for Jackson and Josephine County mayors.

- She attended a Northern Innovation Hub event at CraterWorks.

**11 City Manager's Report**

City Manager Chris Clayton reported that:

- Another $50,000 donation was received from Noel Moore for Little League field improvements, bringing his total contributions to $950,000.
- Departments are working on budgets, with revenues trending well overall.
- The city opposed two state senate bills that would limit municipal control of water rights.
- Amendments to the lease agreement with Pathways Enterprises for the old Public Works yard are being proposed.
- Insurance renewals are trending favorably with single-digit increases.
- The appeals court reversed Measure 114, which may have implications for the city.
- The Shari's restaurant property has been sold to a local buyer.

**12 Council Reports**

Councilors provided brief reports on their activities:

Councilor Olson had nothing to report.

Councilor Whitaker mentioned meeting with constituents and working on various initiatives related to DEI, voter outreach, and potential ward meetings.

Councilor Zimmerman reported missing a school board meeting but plans to attend the next one. He also mentioned hearing about disturbances at city parks.

Councilor Parsons reported on attending a planning commission meeting and interviewing candidates for a park manager position.

Councilor Hernandez announced that the Crater Foundation's annual auction dinner received an award for fundraising event of the year.

Councilor Johnson reported on attending a city session and RV COG board meeting.

**13 Department Reports**

Department heads provided various updates:

Parks and Public Works Director Matt Samitore reported on new businesses contracting with Avista Utilities, updates on demolition work at the Little League fields, and updates on steel costs for the community center project.

Police Chief Scott Logue reported on ongoing hiring processes and provided an update on the implications of Measure 114 being back in effect. He also mentioned addressing a situation with an individual behaving inappropriately at a city park.

**14 Public Agency Comment**

**15 Agenda Building**

**16 Executive Session**

**17 Adjournment**

**Mike Parsons moved to adjourn, all said aye and the meeting was adjourned at 7:47pm.**

The foregoing minutes of the March 13, 2025, Council meeting were approved by the City Council at its meeting of _________________, 2025.

Dated: ___________________________

Mayor Taneea W. Browning

ATTEST:

___________________________

City Recorder

Staff Report

**DEPARTMENT:** Administration **MEETING DATE:** March 27, 2025

**STAFF CONTACT:** Rachel Neuenschwander, City Recorder

**SUBJECT:** OLCC Schmizza Pub & Grub - 1350 Plaza Blvd

**SUMMARY AND BACKGROUND:**

The City has received an application for change of ownership for Schmizza Pub & Grub at 1350 Plaza Blvd.

The ORS requires OLCC applications for any change of ownership to be approved by the City Council.

**ATTACHMENTS/EXHIBITS:**

1. OLCC Application

OREGON LIQUOR & CANNABIS COMMISSION

# Local Government Recommendation – Liquor License

## Annual Liquor License Types

| | |
|---|---|
| Off-Premises Sales | Brewery-Public House |
| Limited On-Premises Sales | Brewery |
| Full On-Premises, Caterer | Distillery |
| Full On-Premises, Commercial | Grower Sales Privilege |
| Full On-Premises, For Profit Private Club | Winery |
| Full On-Premises, Non Profit Private Club | Wholesale Malt Beverage & Wine |
| Full On-Premises, Other Public Location | Warehouse |
| Full On-Premises, Public Passenger Carrier | |

## Section 1 – Submission – To be completed by Applicant:

### License Information

Legal Entity/Individual Applicant Name(s): McIntire Corp

Proposed Trade Name: Schmizza Pub&Grub

Premises Address: 1350 Plaza Blvd Unit: D&E

City: Central Point County: Jackson Zip: 97502

Application Type: ○ New License Application ◉ Change of Ownership ○ Change of Location

License Type: Full On Premise, Commercial ☐ Additional Location for an Existing License

### Application Contact Information

Contact Name: Ryan McIntire Phone: 541 941 0795

Mailing Address: 629 Arrowhead Trl

City: Central Point State: OR Zip: 97524

Email Address: pzalvr@aol.com

### Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production
- ☐ Retail Off-Premises Sales
- ☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- ☒ Indoor Consumption ☐ Outdoor Consumption
- ☒ Proposing to Allow Minors

Section 1 continued on next page

OREGON LIQUOR & CANNABIS COMMISSION

# Local Government Recommendation – Liquor License

| Section 1 Continued – Submission - To be completed by Applicant: |
|---|
| Legal Entity/Individual Applicant Name(s): McIntire Corp |
| Proposed Trade Name: Schmizza Pub&Grub |
| **IMPORTANT**: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application. |

| Section 2 – Acceptance - To be completed by Local Government: |
|---|
| **Local Government Recommendation Proof of Acceptance** |
| After accepting this form, please return a copy to the applicant with received and accepted information |
| City or County Name: Central Point — Optional Date Received Stamp |
| Date Application Received: March 17, 2025 |
| Received by: [signature] City Recorder |

**Section 3 – Recommendation - To be completed by Local Government:**

- ○ **Recommend this license be granted**
- ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)
- ○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

Staff Report

**DEPARTMENT:** Administration **MEETING DATE:** March 27, 2025

**STAFF CONTACT:** Chris Clayton, City Manager

**SUBJECT:** Ordinance Adopting Diesel Fuel Tax

**SUMMARY AND BACKGROUND:**

**Purpose**

The purpose of this staff report is to provide the City Council with an overview of the proposed diesel fuel tax and its potential implementation as a dedicated funding source for road maintenance and improvements. The City is currently awaiting the outcome of the 2025 Oregon Legislative Session, which may impact the necessity of this tax. If no alternative funding sources are provided at the state level, the City plans to refer the diesel tax measure to voters in the November 2025 general election.

**Background**

Central Point continues to face challenges in securing adequate funding for road maintenance and infrastructure improvements. The Oregon Department of Transportation (ODOT) has identified a $1.7 billion annual funding shortfall statewide, leading to delays in critical infrastructure projects and increased maintenance backlogs. To address this, ODOT is considering multiple funding mechanisms, including an increase in the statewide gas tax, increases to vehicle registration fees, and a vehicle miles traveled (VMT) tax.

Initially, the City planned to place a $0.02 per gallon diesel fuel tax measure on the May 2025 ballot to generate revenue for road maintenance. However, with the possibility of increased state funding through a gas tax, the City has opted to delay action until the conclusion of the 2025 Oregon Legislative Session. If the state gas tax proposal is approved, Central Point may receive a share of those funds, potentially negating the need for a local diesel tax. If no state-level solution is enacted, the City will proceed with referring the diesel tax measure to voters in November 2025.

**Discussion**

**Revenue Generation & Economic Impact**

The proposed diesel tax is estimated to generate significant revenue (estimated in the 500k-600k per year range), with approximately 80% of collections coming from non-residents, primarily commercial and freight vehicles passing through Central Point. This ensures that local residents, who already contribute to road maintenance through utility fees, bear minimal additional financial burden.

Investment in road maintenance and infrastructure has been identified as a top priority by Central Point residents. According to the 2024 Community Survey:

- **49% of respondents** identified maintaining major city streets as a primary concern.
- Road maintenance ranked **second-highest in spending priority**, following public safety.

Well-maintained roads not only improve the quality of life for residents but also support economic development. Central Point's infrastructure is critical for freight mobility, business attraction, and job creation. Enhanced road conditions can reduce transportation inefficiencies, alleviate congestion, and bolster local commerce.

**Potential Statewide Funding & Legislative Developments**

ODOT's proposed increase in the statewide gas tax would provide additional revenue to cities and counties across Oregon, including Central Point. Under ODOT's current funding distribution formula (50-30-20 Rule):

- **50%** of gas tax revenue would go to ODOT for statewide transportation initiatives.
- **30%** would be allocated to counties.
- **20%** would be distributed to cities like Central Point.

If the Oregon Legislature approves a gas tax increase or alternative transportation funding measures, it could substantially reduce the need for a local diesel tax (assuming current funding formula remains intact). However, if the state does not act, the City Council will need to proceed with the local measure to secure necessary funding.

**Financial Implications**

- **Projected Revenue:** The local diesel tax would generate revenue primarily from non-resident freight and commercial vehicles, easing the financial impact on local taxpayers (estimated in the 500K-600K per year range).

- **Fund Allocation:** Revenues from the tax would be dedicated solely to road maintenance street appurtenance projects, and capital improvement projects, ensuring infrastructure sustainability without diverting funds from other city services.

- **Implementation Condition:** The tax will only take effect if the proposed ordinance is referred by city council resolution and approved by voters in the November 2025 election.

**Alternatives**

1. **Await State Funding:** If the Oregon Legislature enacts a statewide gas tax or other transportation funding sources, the City could receive a share of those revenues, eliminating the need for a local diesel tax.
2. **Implement Budget Adjustments:** The City could consider reallocating existing funds for road maintenance, though this would impact other essential services.
3. **Refer the Diesel Tax to Voters:** If no state-level solution is provided, the City Council could move forward with referring the diesel tax ordinance via resolution to voters in November 2025 (referral would likely happen in July or August 2025).

At its March 13, 2025 meeting, the City Council held a duly noticed public hearing on the first reading of the ordinance. There were no public comments during the public hearing. Following the public hearing, the Council moved to forward the Ordinance to a second reading.

**FINANCIAL ANALYSIS:**

**LEGAL ANALYSIS:**
Adoption of this Ordinance is only the first step in moving the diesel tax forward. The subject ordinance does not go into effect unless and until: 1) the Ordinance is referred to the electors for the November 2025 election; and 2) the measure passes. If the Council decides to refer this ordinance, staff would bring forward a Resolution directing staff to prepare a ballot measure. Following that meeting, staff would bring forward the draft ballot measure along with a resolution approving referral of the measure to the November 2025 election.

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**
**<u>Strategic Priority - Community Investment</u>**
<u>GOAL 5</u> - Plan, design, and construct modern and efficient infrastructure in all areas and systems.
<u>STRATEGY 1</u> – Continually update infrastructure plans.
<u>STRATEGY 2</u> – Provide regular financial analysis on utility enterprise funds so infrastructure can be adequately maintained, restored, upgraded, and expanded.

**<u>Strategic Priority - Responsible Governance</u>**
<u>GOAL 1</u> - Maintain a strong financial position that balances the need for adequate service levels and capital requirements against the affordability that is desired by our citizens.
<u>STRATEGY 1</u> – Continually update the city’s long-term financial plan/strategy.

**ATTACHMENTS/EXHIBITS:**
1. City of Central Point Newsletter Article - Diesel Tax
2. Talking Points and FAQ
3. Motor Fuel Tax Ordinance

4. Central Point could send diesel tax to voters in November election - rv-times _ rv-times

**STAFF RECOMMENDATION:**
City staff recommends approving the diesel tax ordinance and monitoring the developments of the 2025 Oregon Legislative Session. If no alternative transportation funding sources are approved at the state level, staff advises proceeding with the diesel tax proposal and referring the measure to the November 2025 ballot. The tax would ensure that necessary road maintenance and infrastructure improvements continue without significantly impacting local residents.

**RECOMMENDED MOTION:**
I move to approve Ordinance No ______ an Ordinance Amending the Central Point Municipal Code Title 3 Adding Chapter 3.50 to Enact a Diesel Fuel Tax of 2 Cents per Gallon for Street and Sidewalk Improvements, Repair and Maintenance.

## City of Central Point Newsletter: Proposed Diesel Fuel Tax

**Voters Will Decide on Local Transportation Funding—Pending State Action**

The City of Central Point continues to explore ways to secure dedicated funding for road maintenance and improvements. Initially, the City planned to place a $0.02 per gallon diesel fuel tax on the May 2025 ballot to generate funding for these critical needs. However, recent developments at the state level may influence this proposal. The Oregon Department of Transportation (ODOT) has suggested a potential statewide gas tax increase of up to $0.35 per gallon as part of its plan to address a significant funding shortfall.

**How the State's Gas Tax Proposal Could Impact Central Point**
The proposed 35-cent gas tax could provide additional funding for ODOT, counties, and cities, including Central Point, potentially eliminating the need for a local fuel tax. If enacted, this state tax would help address pressing transportation needs throughout Oregon, including Central Point's road maintenance projects. ODOT has indicated that it faces a funding gap of up to $1.7 billion annually, which is causing delays in critical infrastructure projects and increasing maintenance backlogs.

Given this potential funding source, the City will wait for the outcome of the 2025 Oregon Legislative Session, which concludes in mid-2025, to determine next steps. If the Legislature does not act to implement the gas tax or provide alternative funding, the City Council will move forward with the local diesel tax proposal for the November 2025 general election.

In preparation for this, city staff will recommend passing the diesel fuel tax ordinance in advance of referring the issue to the ballot. The adoption of such an ordinance is a formality. The ordinance not take effect unless and until it is place on the ballot and passed by the voters of Central Point.

**Why a Dedicated Funding Source Is Essential**
Road maintenance has consistently ranked as a top priority for Central Point residents. According to the 2024 Community Survey:

- Nearly 49% of respondents identified maintaining major city streets as a primary concern.
- Road maintenance was the second-highest spending priority, after public safety.

Without new funding sources, the City may struggle to maintain current service levels, as existing revenue sources are insufficient to meet growing needs.

**How the Diesel Tax Targets Non-Residents**
Should the City need to proceed with a local diesel tax, it is estimated that 80% of the revenue would come from non-residents, specifically commercial and freight vehicles passing through Central Point. This ensures that local residents, who already contribute to road maintenance through utility fees, bear minimal additional financial burden.

**What Comes Next?**

- **If the State Gas Tax Passes**: Central Point could receive a significant share of the additional revenue, negating the need for a local fuel tax.

- **If the State Gas Tax Does Not Pass**: The City will propose the diesel fuel tax ordinance and refer it to voters in November 2025.

We will continue to monitor developments in the 2025 Oregon Legislative Session and keep residents informed.

**Stay Engaged**
We encourage all residents to stay informed about this evolving issue.

**Key Issues/Points**

1. **Purpose of the Diesel Tax Proposal:**
   - **Central Point aims to secure dedicated funding for road maintenance and improvements, ensuring well-maintained transportation infrastructure that supports economic growth and development.**
2. **Impact of the Proposed Statewide Gas Tax:**
   - **The Oregon Department of Transportation (ODOT) is considering several funding options, including proposals to increase the statewide per-gallon gas tax, to address a $1.7 billion annual funding gap.**
   - **If enacted, Central Point could receive significant funding, reducing the need for a local diesel tax while fostering regional economic growth through improved infrastructure.**
3. **Economic Development Through Infrastructure Investment:**
   - **Well-maintained roads are crucial for attracting businesses, supporting local industries, and improving freight mobility, all of which are essential for Central Point's economic vitality.**
   - **Investment in road maintenance ensures the City remains a competitive location for commerce and employment opportunities.**
4. **Plan for Local Diesel Tax:**
   - **If the state gas tax proposal fails, the City plans to propose a two-cent-per-gallon local diesel tax in November 2025.**
   - **The ordinance will only take effect if voters approve it, with a primary focus on supporting economic sustainability.**
5. **Benefit to Residents:**
   - **An estimated 80% of the diesel tax revenue would come from non-residents, particularly commercial and freight vehicles passing through.**
   - **Improved roads will not only benefit local commuters but also bolster the local economy by attracting new businesses.**
6. **Next Steps:**
   - **Awaiting the outcome of the 2025 Oregon Legislative Session to decide the necessity of the local diesel tax proposal.**
   - **Engaging with the community through town halls, surveys, and public meetings to emphasize the broader economic benefits of well-maintained infrastructure.**

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**Press Release**

**FOR IMMEDIATE RELEASE**

**City of Central Point Explores Options for Transportation Funding and Economic Growth**

**Central Point, OR — The City of Central Point is exploring ways to secure long-term funding for critical road maintenance and improvements, recognizing that strong transportation infrastructure is essential to the City's economic growth. In response to growing infrastructure needs, the City initially planned to propose a two-cent-per-gallon diesel fuel tax for the May 2025 ballot. However, pending a statewide gas tax/transportation funding proposal by the Oregon Department of Transportation (ODOT), the City is reevaluating its approach.**

**It is possible the Oregon Legislature will consider increasing the fuel tax or adopting other transportation revenue streams to address a $1.7 billion annual shortfall for transportation funding statewide. Several proposals are under discussion. If implemented, increased statewide revenue could provide Central Point, and all cities and counties throughout Oregon, with additional resources to invest in road maintenance, supporting both infrastructure improvements and economic development opportunities.**

**"Investing in our transportation infrastructure is not just about maintaining roads; it's about ensuring that Central Point remains a competitive and thriving place for businesses and residents," said Chris Clayton, City Manager. "We will evaluate the outcome of the 2025 Oregon Legislative Session before taking any further steps."**

**Matt Samitore, Public Works Director for Central Point, emphasized the significant impact freight movements have on the local transportation system. "The targeted freight traffic, particularly at the Exit 33 Interchange and throughout the east side of Interstate 5, places a substantial burden on our roads. Addressing these impacts through improved infrastructure is critical to reducing congestion, maintaining safety, and supporting economic activity in Central Point and the region," said Samitore.**

**If state transportation funding is not addressed in the 2025 legislative session, the City plans to propose the diesel tax ordinance in November 2025. This tax would primarily target non-residents, with an estimated 80% of the revenue coming from commercial and freight vehicles, which have a considerable impact on our local transportation system. Improved roads will enhance freight mobility, reduce traffic concerns, and attract economic investment.**

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**FAQ Document**

1. **Why is the City considering a diesel fuel tax?**
    - **The City aims to secure funding for critical road maintenance and improvements, which are vital to supporting the local economy and attracting new business opportunities.**
2. **How would the local diesel tax work?**

- **The proposed two-cent-per-gallon diesel tax would generate revenue primarily from commercial and freight vehicles passing through Central Point, reducing financial burdens on residents while improving roads to benefit the broader economy.**

3. **What is the connection between transportation infrastructure and economic development?**
    - **Well-maintained roads are critical for attracting businesses, supporting local industries, and improving freight mobility. Investment in infrastructure fosters job creation, commerce, and a thriving community.**
4. **What is the status of the statewide gas tax proposal?**
    - **ODOT has proposed several funding options to address a statewide funding shortfall. If approved during the 2025 Oregon Legislative Session, these options could provide Central Point with additional resources for infrastructure investments, reducing the need for a local diesel tax.**
5. **How does this benefit Central Point residents?**
    - **The diesel tax would primarily affect non-residents, as an estimated 80% of the revenue would come from commercial and freight vehicles. Residents would benefit from improved roads that enhance safety and promote economic opportunities without significant additional financial burden.**
6. **When will the City decide whether to move forward with the diesel tax?**
    - **The decision will be made after the conclusion of the 2025 Oregon Legislative Session in mid-2025. If state transportation revenue is not increased, the City will propose the diesel tax ordinance for the November 2025 ballot.**
7. **How can residents stay informed?**
    - **The City will provide updates through newsletters, the City website, public meetings, and the local media. For the latest information, visit [City’s Website URL].**

**ORDINANCE NO. ______**

**AN ORDINANCE AMENDING CENTRAL POINT MUNICIPAL CODE TITLE 3 ADDING CHAPTER 3.50 TO ENACT A DIESEL FUEL TAX OF 2 CENTS PER GALLON FOR STREET AND SIDEWALK IMPROVEMENTS, REPAIR AND MAINTENANCE**

WHEREAS, ORS 319.950 authorizes the City to enact or amend an ordinance taxing diesel fuel for motor vehicles after submitting the proposed tax to the electors of the local government for their approval; and

WHEREAS, the City Council for the City of Central Point wishes to amend the Municipal Code to enact a motor vehicle diesel fuel tax of 2 cents per gallon for street improvements, repairs and maintenances.

NOW THEREFORE, the City of Central Point ordains as follows:

Section 1. Amends Title 3 of the Central Point Municipal Code to add Chapter 3.50 MOTOR VEHICLE DIESEL FUEL TAX.

Section 2. 3.50.010 Purpose and Title.

This ordinance is enacted to provide additional funds for the construction, reconstruction, improvement, repair, maintenance, operation and use of the public highways, roads, and streets in the city and those subject to city control. This ordinance shall be known as the "Motor Vehicle Diesel Fuel Tax Ordinance."

Section 2. 3.50.020 Findings.

The City Council of the City of Central Point finds:

A. The public highways, roads, and streets in the city and those subject to city control are consistently in need of construction, reconstruction, improvement, repair, upkeep and maintenance, to promote ease of travel and commerce in and around the city;

B. The city's current revenue sources do not produce adequate funding to fund said construction, reconstruction, improvement, repair, upkeep, and maintenance;

C. The city wishes to enact a $.02 per gallon motor vehicle diesel fuel tax on all motor vehicle diesel fuel dealers to provide additional funds for said construction, reconstruction, improvement, repair, upkeep, and maintenance of the public highways, roads, and streets in the city and those subject to city control;

D. The monies generated by this ordinance will be dedicated to the construction, reconstruction, improvement, repair, maintenance, operation, and use of public highways, roads, and streets in the city and those subject to city control as required by the Oregon Constitution.

Section 3. 3.50.030 Definitions.

As used in this ordinance, unless context requires otherwise, the following words and phrases mean:

A. City. Means the City of Central Point and any person, agency, or other entity authorized by the city to act as its agent related to administration of the motor vehicle diesel fuel tax ordinance or collection of the motor vehicle diesel fuel tax ordinance.

B. Dealer. Any person who:

1) Imports or causes to be imported motor vehicle diesel fuel for sale, use or distribution in the city;

2) Produces, refines, manufactures or compounds motor vehicle diesel fuel in the city for use, distribution or sale in the city; or

3) Acquires in the city for sale, use or distribution in the city motor vehicle diesel fuels with respect to which there has been no motor vehicle diesel fuel tax previously incurred.

4) “Dealer” does not include any person who imports into the city motor vehicle diesel fuel in quantities of 500 gallons or less purchased from a supplier who is licensed as a dealer hereunder if that dealer assumes liability for the payment of the applicable motor vehicle diesel fuel tax to the city.

C. Distributor. In addition to its ordinary meaning, the deliverer of motor vehicle diesel fuel by a dealer to any service station or into any tank, storage facility, or series of tanks or storage facilities connected by pipelines, from which motor vehicle diesel fuel is withdrawn directly for sale or for delivery into the fuel tanks or motor vehicles whether or not the service station, tank, or storage facility is owned, operated, or controlled by the dealer.

D. Motor vehicle. All vehicles, engines or machines, moveable or immovable, operated or propelled by the use of motor vehicle diesel fuel.

E. Motor vehicle diesel fuel. Means and includes diesel fuel, by whatever name that diesel fuel is known or sold, usable as fuel for the operation of motor vehicles, except gas or liquid, the chief use of which, as determined by the tax administrator, is for purposes other than propulsion of motor vehicles upon the highways.

F. Person. Every natural person, association, firm, partnership, corporation, joint venture or other business entity.

G. Service station. Means and includes any place operated for the purpose of retailing and delivering motor vehicle diesel fuel into the fuel tanks of motor vehicles.

Section 4. 3.50.040 Tax Imposed.

A motor vehicle diesel fuel tax is hereby imposed on every dealer operating within the corporate limits of the city. The city motor vehicle diesel fuel tax shall be paid monthly to the city or its authorized agent.

A. A person who is not a licensed dealer shall not accept or receive motor vehicle diesel fuel in this city from a person who supplies or imports motor vehicle diesel fuel who does not hold a valid motor vehicle diesel fuel dealer license in this city. If a person is not a licensed dealer in this city and accepts or receives motor vehicle diesel fuel, the purchaser shall be responsible for all taxes, interests, and penalties prescribed herein.

B. A licensed dealer who accepts or receives motor vehicle diesel fuel from a person who does not hold a valid dealer license in this city, shall pay the tax that would have otherwise been imposed upon the unlicensed dealer by this ordinance to the city, or its authorized agent, upon the sale, use, or distribution of the motor vehicle fuel.

Section 5. 3.50.050 Amount and Payment.

A. In addition to any fees or taxes otherwise provided for by law, every dealer in the city engaging in the sale, use or distribution of motor vehicle diesel fuel shall:

1) Not later than the 25th day of each calendar month, render a statement to the city or its authorized agent, of all motor vehicle diesel fuel sold, used, or distributed by them in the city as well as all such diesel fuel sold, used, or distributed in the city by a purchaser thereof upon which sale, use, or distribution the dealer has assumed liability for the applicable motor vehicle diesel fuel tax during the preceding calendar month and within the time provided in this ordinance; and

2) Pay a motor vehicle diesel fuel tax on the basis of $.02 per gallon of such motor vehicle diesel fuel so sold, used, or distributed as shown by such statement in the manner and within the time provided in this Ordinance.

3) In lieu of claiming refund of the tax as provided in Section 3.50.210, or of any prior erroneous payment of motor vehicle diesel fuel tax made to the city by the dealer, the dealer may show such motor vehicle diesel fuel as a credit or deduction on the monthly statement and payment of tax.

B. The amount of tax under A.2 of this section is determined by the date such motor vehicle diesel fuel is sold, used, or distributed by the person responsible for paying the tax. The date of such sale, use or distribution shall be recorded in the statements that persons must file under this chapter.

C. The motor vehicle diesel fuel tax shall not be imposed wherever it is prohibited by the Constitution, laws of the United States, or the State of Oregon.

Section 6. 3.50.060 License Requirements.

No dealer shall sell, use, or distribute any motor vehicle diesel fuel until they have secured a dealer license as required herein.

Section 7. 3.50.070 License Application and Issuance.

A. Every person, before becoming a dealer in motor vehicle diesel fuel in this city, shall make an application to the city or its duly authorized agent, for a license authorizing such person to engage in business as a dealer.

B. Applications for the license must be made on forms prescribed, prepared, and furnished by the city or its duly authorized agent.

C. Applications shall be accompanied by a fully acknowledged certificate containing:

1) The business name under which the dealer is transacting business;

2) The address of the applicant's principal place of business and location of distributing stations in and adjacent to the city;

3) The name and address of the managing agent, the names and addresses of the several persons constituting the firm or partnership and, if a corporation, the corporate name under which it is authorized to transact business and the names and addresses of its principal officers and registered agent, as well as primary transport carrier.

D. Upon an application for a motor vehicle diesel fuel dealer license having been accepted for filing, the city or its authorized agent shall issue to the dealer a license in such form as the city or its duly authorized agent may prescribe to transact business in the city. The license so issued is not assignable and is valid only for the dealer or in whose name it is issued.

E. The City Recorder shall keep on file a copy of all applications and licenses.

F. No fee shall be charged by the city for securing said license as described herein.

<u>Section 8</u>. 3.50.080 <u>Failure to Secure License</u>.

A. If any dealer sells, distributes or uses any motor vehicle diesel fuel without first filing the certificate and securing the license required by CPMC 3.50.070, the motor vehicle diesel fuel tax shall be immediately be due and payable on account of all motor vehicle diesel fuel sold, distributed or used.

B. The city shall proceed forthwith to determine, from the best available sources, the amount of such tax, and it shall assess the tax in the amount found due, together with a penalty of 200% of the tax, and shall make a certificate of such assessment and penalty, determined by the City Manager or the city's duly authorized agent. In any suit or proceeding to collect such tax or penalty or both, the certificate is prima facie evidence that the dealer therein named is indebted in the amount of tax and penalty stated therein.

C. Any tax or penalty so assessed may be collected in the manner prescribed in CPMC 3.50.120 of this ordinance with reference to delinquency in payment of the fee or by an action at law.

D. In the event any suit or action is instituted to enforce this section, if the city is the prevailing party, the city shall be entitled to recover from the person sued, reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

<u>Section 9</u>. 3.50.090 <u>Revocation of License</u>.

The city or its authorized agent shall revoke the license of any dealer refusing or neglecting to comply with any provision of this ordinance. The city or its authorized agent shall mail by certified mail addressed to such dealer at their last known address on file, a notice of intention to revoke. The notice shall give the reasons for the revocation. The revocation shall become effective without further notice if within 10 days from the mailing of the notice, the dealer has not made good its default or delinquency.

Section 10. 3.50.100 Cancelation of License.

A. The city or its authorized agent may upon written request of a dealer cancel any license issued to such dealer. The cancellation shall take effect not later than 30 days after receipt of the written request, after which the license shall no longer be effective.

B. If the city or its authorized agent ascertains and finds that the person to whom a license has been issued is no longer engaged in the business of as a dealer, the city or its authorized agent may cancel the license of such dealer upon investigation after 30 days' notice has been mailed to the last known address of the dealer.

Section 11. 3.50.110 Remedies Cumulative.

Except as otherwise provided in CPMC 3.50.120 and 3.50.140, the remedies provided in CPMC 3.50.080 and 3.50.100 are cumulative. No action taken pursuant to those sections shall relieve any person from the penalty provisions of this ordinance.

Section 12. 3.50.120 Delinquency.

A. Except as provided in subsection (B) and (C) of this section, if payment of the tax is not paid as required by the 25th day of each month in which it is due, a penalty of 1% of such license tax shall be assessed and be immediately due and payable.

B. Except as provided in subsection (C) of this section, if the payment of the tax and penalty, if any, is not made on or before the close of business on the last day of the month in which the payment is due, a further penalty of 10% of the tax shall be assessed. Said penalty shall be in addition to the penalty provided for in subsection (A) of this section and shall be immediately due and payable.

C. Penalties imposed by this section shall not apply if a penalty has been assessed and paid pursuant to CPMC 3.50.080.

D. The city or its authorized agent may for good cause shown waive any penalties assessed under this section.

E. If any person fails to pay the license tax, interest, or any penalty provided for by this section, the tax, interest, and/or penalty shall be collected from that person for the use by the city. The city shall commence and prosecute the final determination in any court of competent jurisdiction an action at law to collect the same.

F. In the event any suit or action is instituted to collect the tax, interest, or any penalty provided for by this section, if the city is the prevailing party, the city shall be entitled to recover from the person sued reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

Section 13. 3.50.130 Monthly Statement of Dealer.

Every motor vehicle diesel fuel dealer or shall provide to the city or its authorized agent on or before the 25th day of each month, on forms prescribed, prepared and furnished by the city or its authorized agent, a statement of the number of gallons of motor vehicle diesel fuel sold, distributed or used by the dealer during the preceding calendar month. The statement shall be signed by the license holder or its duly authorized agent. All statements as required in this section are public records.

Section 14. 3.50.140 Failure to File Monthly Statement.

If a dealer or fails to file any statement required by CPMC 3.50.130, the city or its authorized agent shall proceed forthwith to determine from as many available sources as the city or its authorized agent determines reasonable the amount of motor vehicle diesel fuel sold, distributed, used, or stored by such dealer for the period unreported, and such determination shall in any proceeding be prima facie evidence of the amount of fuel sold, distributed, used, or stored. The city or its authorized agent immediately shall assess the motor vehicle diesel fuel tax in the amount due determined, as pertaining to the reportable dealer, adding thereto a penalty of ten percent for failure to report. The penalty shall be cumulative to other penalties provided in this ordinance. In any suit brought to enforce the rights of the city under this section, any such determination showing the amount of tax, penalties, and costs unpaid by any dealer and that the same are due and unpaid to the city or its authorized agent is prima facie evidence of the facts as shown.

Section 15. 3.50.150 Billing Purchasers.

Bills shall be rendered to all purchasers of motor vehicle diesel fuel by dealers. The bills shall separately state and describe to the satisfaction of the city or its authorized agent, the different products shipped thereunder and shall be serially numbered except where other sales invoice controls acceptable to the city or its authorized agent are maintained. The bills required hereunder may be the same as those required under ORS 319.210.

Section 16. 3.50.160 Failure to Provide Invoice or Delivery Tag.

No person shall receive and accept any shipment of motor vehicle diesel fuel from any dealer, or pay for the same, or sell or offer the shipment for sale, unless, the shipment is accompanied by an invoice or delivery tag showing the date upon which shipment was delivered and the name of the dealer in motor vehicle fuel.

Section 17. 3.50.170 Transporting Motor Vehicle Diesel Fuel in Bulk.

Every person operating any conveyance for the purpose of hauling, transporting, or delivering motor vehicle diesel fuel in bulk shall, before entering upon the public streets of the city with such conveyance, have and possess during the entire time of such hauling or transporting of motor vehicle diesel fuel, an invoice, bill of sale, or other written statement showing the number of gallons conveyed, the true name and address of the seller or consignor, and the true name and address of the buyer or consignee of the same. The person hauling such motor vehicle diesel fuel shall at the request of any officer authorized by the city to inquire into, or investigate such matters, produce and offer for inspection the invoice, bill of sale, or other statement.

Section 18. 3.50.180 Exemption of Exported Fuel.

A. The tax imposed by CPMC 3.50.040 and 3.50.050 shall not be imposed on motor vehicle diesel fuel that is:

1) Exported from the city by a dealer; or

2) Sold by a dealer in individual quantities of 500 gallons or less for export by the purchaser to an area, or areas, outside the city in containers other than the fuel tank of a motor vehicle, but every dealer shall be required to report such exports and sales to the city in such detail as may be required.

B. In support of any exemption from motor vehicle diesel fuel taxes claimed under this section other than in the case of stock transfers or deliveries in their own equipment, every dealer must execute and file with the city or its authorized agent, an export certificate in such form as shall be prescribed, prepared and furnished by the city or its authorized agent, containing a statement, made by some person having actual knowledge of the fact of such exportation, that the motor vehicle diesel fuel has been exported from the city, and giving such details with reference to such shipment as may be required. The city or its authorized agent may demand of any dealer such additional data as is deemed necessary in support of any such certificate, and failure to supply such data will constitute a waiver of all right to exemption claimed by virtue of such certificate. The city or its authorized agent, may, in a case where it believes no useful purpose would be served by filing of an export certificate, waive the certificate.

C. Any motor vehicle diesel fuel carried from the city in the fuel tank of a motor vehicle shall not be considered as exported from the city.

D. No person shall, through false statements, trick or device, or otherwise, obtain motor vehicle diesel fuel for export as to which the city motor vehicle diesel fuel tax has not been paid and fail to export the same, or any portion thereof, or cause the motor vehicle diesel fuel or any portion thereof to be used, distributed or sold in the city and fail to notify the city or its authorized agent and the dealer from whom the motor vehicle diesel fuel was originally purchased of their act.

E. No dealer or other person shall conspire with any person to withhold from export, divert from export, or return motor vehicle diesel fuel to the city for sale or use so as to avoid any fees imposed herein.

F. In support of any exemption from taxes on account of sales of motor vehicle diesel fuel in individual quantities of 500 gallons or less for export by the purchaser, the dealer shall retain in its files for at least three years an export certificate executed by the purchaser in such form and containing such information as is prescribed by the city or its authorized agent. This certificate shall be prima facie evidence of the exportation of the motor vehicle diesel fuel to which it applies only if accepted by the dealer in good faith.

Section 19. 3.50.190 Sales to Armed Forces Exempted.

The motor vehicle diesel fuel tax imposed by CPMC 3.50.040 shall not be imposed on any motor vehicle diesel fuel sold to the Armed Forces of the United States for use in ships, aircraft or for export from the city; but every dealer shall be required to report such sales to the city, in such detail as may be required. A certificate by an authorized officer of such Armed Forces shall be accepted by the dealer as sufficient proof that the sale is for the purpose specified in the certificate.

Section 20. 3.50.200 Fuels in Vehicles Coming into City Not Taxed.

Any person coming into the city in a motor vehicle may transport in the fuel tank of such vehicle motor vehicle diesel fuel for their own use only and for the purpose of operating such motor vehicle without securing a license or paying the tax provided in CPMC 3.50.040 and 3.50.050, or complying with any of the provisions imposed upon dealers herein, but if the motor vehicle diesel fuel so brought into the city is removed from the fuel tank of the vehicle or used for any purpose other than the propulsion of the vehicle, the person so importing the fuel into the city shall be subject to all provisions herein applying to dealers.

Section 21. 3.50.210 Refunds.

Refunds will be made pursuant to ORS 319.280 to 319.320.

Section 22. 3.50.220 Examination and Investigations.

The city, or its duly authorized agent, may make any examination of accounts, records, stocks, facilities, and equipment of dealers, diesel fuel handlers, service stations, and other persons engaged in storing, selling, or distributing motor vehicle diesel fuel within this city, and such other investigations as it considers necessary in carrying out the provisions of this ordinance. If the examinations or investigations disclose that any reports of dealers or other persons theretofore filed with the city or its authorized agent pursuant to the requirements herein, have shown incorrectly the amount of gallons of motor vehicle diesel fuel distributed or the tax accruing thereon, the city or its authorized agent may make such changes in subsequent reports and payments of such dealers or other persons, or may make such refunds, as may be necessary to correct the errors by its examinations or investigations.

Section 23. 3.50.230 Limitation on Credit for or Refund of Overpayment and on Assessment of Additional Tax.

A. Except as otherwise provided in this chapter, any credit for erroneous overpayment of tax made by a dealer taken on a subsequent return or any claim for refund of tax erroneously overpaid filed by a dealer must be so taken or filed within three (3) years after the date on which the overpayment was made to the city or to its authorized agent.

B. Except in the case of a fraudulent report or neglect to make a report, every notice of additional tax proposed to be assessed under this chapter shall be served on dealers within three (3) years from the date upon which such additional taxes become due.

Section 24. 3.50.240 Records to be kept by Dealers.

Every dealer in motor vehicle diesel fuel shall keep a record in such form as may be prescribed by the city or its authorized agent of all purchases, receipts, sales, and distribution of motor vehicle diesel fuel. The records shall include copies of all invoices or bills of all such sales and purchases and shall at all times during the business hours of the day be subject to inspection by the city or its authorized agent.

Section 25. 3.50.250 Records to be kept Three Years.

Every dealer shall maintain and keep, for a period of three (3) years, all records of motor vehicle diesel fuel used, sold, and distributed within the city by such dealer, together with stock records, invoices, bills of lading, and other pertinent papers as may be required by the city or its authorized agent. In the event such records are not kept, or are not kept within the state of Oregon, the dealer shall reimburse the city or its authorized agents for all travel, lodging, and related expenses incurred in examining such records. The amount of such expenses shall be an additional tax imposed hereunder.

Section 26. 3.50.260 Use of Tax Revenues.

A. The city manager or designee shall be responsible for the disposition of the revenue from the tax imposed by this ordinance in the manner provided by this section.

B. For the purposes of this section, "net revenue" means the revenue from the tax imposed by this ordinance remaining after providing for the cost of administrating the motor vehicle diesel fuel tax to motor vehicle diesel fuel dealers and any refunds and credits authorized herein. The program administration costs of revenue collection and accounting activities shall not exceed ten and one-half percent (10.5%) for the first year and ten percent (10%) thereafter, of annual tax revenues.

C. The net revenue shall be used only for the activities related to the construction, reconstruction, improvement, repair, and maintenance of public highways, roads and streets within the city which are subject to city control.

Section 27. 3.50.270 Administration.

A. The city manager or designee is responsible for administering this ordinance.

B. The city manager or designee may enter into an agreement with the Oregon Department of Transportation as an authorized agent for the implementation of certain sections of this ordinance.

Section 28. Voter Referral. This ordinance shall be effective upon certification by the County Elections Official that it has received voter approval at an election conducted on November 4, 2025 election.

Section 29. When Tax Shall Take Effect. The taxation imposed by this ordinance shall commence 30-days after it first becomes effective under Section 28 of the Ordinance.

Section 30. Severability. If any portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of any remaining portions of this ordinance.

Section 31. Codification. Upon taking effect, 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 Recitals and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____________________, 2025.

___________________________
Mayor Taneea W. Browning

ATTEST:

______________________________
City Recorder

# Central Point could send diesel tax to voters in November election

Published 3:00 pm Wednesday, February 5, 2025

**By BUFFY POLLOCK**

**Rogue Valley Times (https://rv-times.com/author/newsroomrvtimes/)**


Afternoon traffic near the Pilot truck stop in Central Point often results in near gridlock, with trucks backed up at nearby signals. Wear and tear from heavy traffic is visible on roadways near the city's East Pine Street intersection.

Central Point city officials, facing repair and maintenance of city streets that outpace available revenues for either, could take a 2-cent-per-gallon diesel tax to voters in the November election if state funding isn't increased during the current legislative session.

City officials say with increasing costs for materials and labor, budgeted street dollars don't cover even half of annual maintenance and repair needs, much less allow for infrastructure upgrades.

City Manager Chris Clayton said the city originally planned to propose a 2-cent-per-gallon diesel tax for the May 2025 ballot.

However, with legislators reviewing a statewide gas tax/transportation funding proposal by the Oregon Department of Transportation to address a $1.7 billion shortfall, an increase from the state level would prevent the city from asking for its own increase.

Oregon lawmakers are considering a number of revenue options for state transportation infrastructure, including a possible 35-cent-per-gallon state gas tax hike.
Clayton said city officials sent information on a potential diesel tax inside city limits in the city newsletter last week.
If increased funding doesn't happen at the state level, Central Point City Council members would consider an ordinance in March to allow a city diesel tax to be implemented with voter approval.
City officials would have to meet a mid-August deadline to place the measure for a diesel tax on the November ballot.
"The ordinance would essentially say, 'Unless this is referred to the ballot and approved by voters, it never becomes effective,'" Clayton said.
Neglecting critical roadway infrastructure in the city has a list of ill effects, according to Clayton.
"Investing in our transportation infrastructure is not just about maintaining roads. It's about ensuring that Central Point remains a competitive and thriving place for businesses and residents," he said.
"If people need an example in Central Point of how investment in transportation equals economic development, look at Table Rock Road. In 2013 or 2014, the county invested $7.5 million to redo Table Rock Road from Biddle south. … Since then, we've had Costco come in, Amazon, Fed-Ex … just a significant amount of commercial development."
Matt Samitore, public works director for Central Point, emphasized the significant impact freight traffic puts on local roadways.
With most cities in the Rogue Valley struggling to maintain pavement conditions, Samitore said Central Point would need an additional $600,000 per year "just to maintain."
"The targeted freight traffic, particularly at the Exit 33 Interchange and throughout the east side of Interstate 5, places a substantial burden on our roads," Samitore said.
"Addressing these impacts through improved infrastructure is critical to reducing congestion, maintaining safety and supporting economic activity in Central Point and the region."
If approved, 80% of diesel tax revenues would come from commercial and freight vehicles.
Samitore said 49% of respondents in a community survey in 2024 ranked road maintenance as a top priority, although road maintenance is already a second highest spending priority — after public safety — for the city.
Clayton and Samitore said delayed funding of needed maintenance and repairs would only result in bigger price tags on eventual roadwork. Implementation of a diesel tax would also avoid an increase to a $7 monthly street user fee paid by residents via water bills.
"The hard thing for us is that costs have gone up astronomically, and we have to do something," Samitore said.
"Just repaving Highway 99 through town is $2.5 million. That alone would be six years' worth of our pavement maintenance budget."
Samitore said the city's budget doesn't cover a fraction of annual street needs.
"People were complaining over Christmas about the crosswalks in town and (the need for) new intersections, new sidewalks and new flashing beacons," he said.
"Our budgets right now are so tight we could maybe pick one, so it's like, 'Which one are we going to do?'" Samitore said. "We have a two-year budget; if we had adequate funding, we could possibly tackle all four of those over a four-year period … but the way things are right now, it's just not feasible."
Clayton said the city will be "in a tough spot" without added streets funding from some source.
"We feel like this would be our best idea from both an investment standpoint and an infrastructure standpoint," Clayton said.
"If the state doesn't act, then we hope the citizens of Central Point will considering voting this in and that they'll realize it's in their own best interest."

If city officials call for a vote on a diesel tax, a series of town halls will be held prior to the November election, officials said.

Statewide, some 36 municipalities have a gasoline tax, though none have been implemented in Jackson or Josephine counties.

Some 34 municipalities have specific per-gallon taxes on diesel. In Jackson and Josephine counties, only the city of Talent has adopted a diesel tax; the city approved a 3-cent-per-gallon tax in 2017.

## Marketplace

Staff Report

**DEPARTMENT:** Building **MEETING DATE:** March 27, 2025

**STAFF CONTACT:** Derek Zwagerman, Building Official

**SUBJECT:** Resolution Approving a Building Evaluation Support Agreement

**SUMMARY AND BACKGROUND:**
In response to industry needs for increased resources for building official, plan review, and inspection services, the Oregon Building Codes Division (BCD) has created an intergovernmental agreement that will make it easier for local building departments to share resources directly with each other and with BCD. The Building Evaluation Support Agreement ("BESA"), is a voluntary agreement that jurisdictions may use to request and share Building Official services between building departments, such as plan review and inspection services.

By using BESA, the Requesting Party and the Service Provider ("Joining Parties") will agree to the basic terms outlined in the Agreement. All building departments signatory to the agreement will be able to share with each other as needed and when mutually agreed. BESA promotes efficiency by eliminating the need to negotiate and execute multiple intergovernmental agreements with neighboring jurisdictions and the state. Being able to offer mutual aid allows local building departments to keep their projects moving, while not having to carry the added expense of unused labor capacity.

**FINANCIAL ANALYSIS:**

**LEGAL ANALYSIS:**

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**
**<u>Stratigic Priority - Responsible Governance</u>**
Strategy 2 - Work with partner agencies and stakeholders to eliminate redundancy and maximize efficiency in all areas.

**ATTACHMENTS/EXHIBITS:**
1. bcd-besa-backgrounder
2. IGA-BESA Central Point
3. Reso - IGA Building Evaluation Support Agreement

**STAFF RECOMMENDATION:**
Make a motion to approve the resolution.

**RECOMMENDED MOTION:**

I move to approve Resolution No._____ a Resolution approving that Intergovernmental Agreement for Building Evaluation Support Agreement (Fixed Term) and authorizing the Building Official to execute same.

Oregon
Tina Kotek, Governor

Building Codes Division
Department of Consumer and Business Services

**Date:** Oct. 1, 2024

**Subject:** Building Evaluation Support Agreement Informational Backgrounder

**Background:**

In response to industry needs for increased resources for building official, plan review and inspection services, the Oregon Building Codes Division (BCD) has created an interagency agreement that will make it easier for jurisdictions to share resources directly with each other. The Building Evaluation Support Agreement (BESA) will be a voluntary, multilateral mutual aid agreement (Multilateral Agreement) that building departments may use to request and share Building Official services between departments, such as plan review and inspection services.

By using BESA, the requesting building department and the service provider department ("Joining Parties") will agree to the basic terms outlined in the Agreement. All building departments signatory to the agreement will be able to share staff resources with each other. BESA promotes efficiency by eliminating the need to negotiate and execute new interagency agreements every time mutual aid is requested or required. Being able to offer mutual aid allows jurisdictions to keep their projects moving, while not having to carry the added expense of unused labor capacity.

**Questions:**

1. What are the costs for using BESA?
2. How does a building department begin using BESA?
3. How long is the agreement valid for?
4. Is the agreement limited to specific services?
5. What is the effect of the BESA on any preexisting mutual aid agreements that a jurisdiction may have with other building departments?

**Answers:**

1. As stated in section V of the agreement, the requesting party agrees to pay the service provider on a quarterly basis, at a rate that involves one of the following options:

   a) Ninety percent (90%) of the plan review fee collected by the requesting party for plan reviews completed under this agreement.
   b) Ninety percent (90%) of the permit fee collected by the requesting party for permitted work where BCD will conduct all associated inspections with the permit.

   c) Eighty-five dollars ($85.00) per hour for work not identified in (a) or (b).

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oregon.gov/bcd

d) For each month that service provider provides interim building official services, but no inspection or plan review services, 10% of all building code related fees collected by requesting party.

2. To begin receiving and / or providing services, each party must agree to the terms as outlined in the BESA by executing an “Undertaking to Join” form. BCD will have a current list of joining parties, along with their signed undertakings, publicly available on the BCD website. This will allow for joining parties to communicate directly with each other.
3. Agreements will be valid from the time a joining party executed and delivered it’s Undertaking to Join form. Undertakings will expire on June 30, 2034.
4. As described within Section IV “Statement of Work” of the agreement, the only services that will be provided under the agreement are those requested by the requesting party and as service provider has available staff to complete the requested work.

5. None. The intent is not to limit options for building departments. The intent of the language at Section XVIII of the agreement is that execution of the BESA “…supersedes any and all prior or contemporaneous negotiations or agreements between the Joining Parties, or any of them, whether written or oral, concerning the subject matter of this Agreement…”. BESA only supersedes any prior multilateral mutual aid agreements between the participating jurisdictions. Execution of the BESA is not intended to supersede any other bilateral mutual aid agreements that a jurisdiction may have with other building departments. If a building department has mutual aid agreements with other departments, it may choose to continue to operate under those agreements or it may choose to operate under the terms of BESA. It can choose on a case-by-case basis which agreement to use.

For additional information, please visit the BESA webpage by scanning the QR code:



1535 Edgewater St. NW
P.O. Box 14470
Salem, OR 97309
503-378-4133
bcd.info@dcbs.oregon.gov
oregon.gov/bcd

# BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM)

# MASTER AGREEMENT PO-44000-00039380

This BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM) ("**Agreement**") is entered into by and amongst the Joining Parties, as defined in Section I of this Agreement, in accordance with ORS 190.110 and 455.185.

## I. PARTIES; NOTICES

The parties to this Agreement are (A) the Department of Consumer and Business Services, Building Codes Division ("DCBS"); and (B) each municipality providing building official services, plan review services, or inspection services pursuant to ORS Chapter 455 (and its related rules) that executes an undertaking in the form attached hereto as Exhibit 1 and delivers (by mail or email) such undertaking to the following (or such other address and email address as may be specified in writing by DCBS):

Building Codes Division
Department of Consumer and Business Services
Attn: Dawn Bass
P.O. Box 14470
Salem, OR 97309-0404
Email: Dawn.Bass@dcbs.oregon.gov

Each such executed and delivered undertaking (including the undertaking executed and delivered by DCBS) may be referred to herein as an "**Undertaking**". Those who become party to this Agreement (including DCBS) may be referred to herein individually as a "**Joining Party**" and collectively as the "**Joining Parties**". DCBS will maintain on its website, www.oregon.gov/bcd, a list of all Joining Parties, and DCBS will deliver and make available to all Joining Parties each Undertaking executed and delivered in accordance with this Agreement. The Undertaking executed and delivered by DCBS is attached hereto as Exhibit 2.

All notices to be given to any Joining Party under this Agreement shall be delivered in accordance with the information set forth on the Undertaking of such Joining Party.

## II. PURPOSE

By this Agreement, the Joining Parties intend to provide building official services, plan review services, or inspection services to each other when requested and mutually agreed. For example, any municipality that is a Joining Party may request from and provide services to DCBS and any other municipality that is also a Joining Party.

## III. TERM OF AGREEMENT

As to each Joining Party, this Agreement shall become effective on the date on which such Joining Party has executed and delivered its Undertaking in accordance with this Agreement. As to all

Joining Parties, this Agreement shall expire on June 30, 2034, unless earlier terminated in accordance with Section X. of this Agreement.

## IV. STATEMENT OF WORK

A. When requesting or receiving services under this Agreement, a Joining Party is a "**Requesting Party**". When providing or agreeing to provide requested services under this Agreement, a Joining Party is the "**Service Provider**".

B. A Requesting Party shall:

1. When services are needed, contact the Building Official of the Service Provider from whom such services are requested;

2. Electronically provide inspection requests to the Building Official of the Service Provider, at least twenty-four (24) hours in advance of any inspection;

3. Send all construction plans for which plan review is requested to the address referenced in the Undertaking of the Service Provider; and

4. Remit payment in accordance with Section V.

C. If a Service Provider agrees to provide requested services to a Requesting Party, the Service Provider shall:

1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider;

2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon;

3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon;

4. Complete residential plan reviews within ten (10) calendar days of receipt of complete plans, not including any time the plans are with the customer for correction. Complete commercial Plan reviews within fifteen (15) calendar days of receipt of complete plans, not including any time the plans are with the customer for correction; and

5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.

D. The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work and has agreed to so provide.

## V. CONSIDERATION

A. Each Requesting Party agrees to pay each Service Provider according to one of the following options:

1. Percentage Option:

    a. Ninety percent (90%) of the plan review fee collected by the Requesting Party for each plan review completed by the Service Provider.

    b. Ninety percent (90%) of the permit fee collected by the Requesting Party for permitted work where the Service Provider will conduct all associated inspections with the permit.

    c. Eighty-five dollars ($85.00) per hour for any work performed by Service Provider that is not identified in (a) or (b).

    d. For each month that Service Provider provides interim building official services, but no inspection services or plan review services, ten percent (10%) of all building code related fees collected by Requesting Party.

2. Hourly Option: An hourly rate of eighty-five dollars ($85.00) per hour for all work performed by the Service Provider.

B. Each Joining Party certifies that, at the time such Joining Party executes and delivers its Undertaking in accordance with this Agreement, sufficient funds are available and authorized for expenditure to satisfy the financial obligations incurred by such Joining Party under this Agreement.

C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January through March, April through June, July through September, and October through December. Payment is due within 60 days of the close of each quarter. Requesting Party shall deliver payment to the address specified in the Undertaking of the Service Provider.

D. With each payment for work done under this Agreement, Requesting Party shall provide Service Provider with the following for each quarter for which payment is being remitted:

1. Documentation of each plan review performed by Service Provider and the associated fees collected by Requesting Party;

2. Documentation of each permit inspected by Service Provider and the associated fees collected by Requesting Party;

3. Documentation of any request for interim building official services made, as well as the month and number of hours Service Provider provided interim building official services;

4. Documentation of all work performed by Service Provider at the hourly rate under paragraph A.1.c or A.2 of this section, as well as the date and number of hours such

work was performed; and

5. If interim building official services were provided, Requesting Party's accounting of all plan review fees and permit fees collected by Requesting Party, and all payment remitted to Service Provider, for the subject quarter.

E. Each Requesting Party agrees that it shall provide or make available, if and as requested by a Service Provider, any and all records and information related to this Agreement of which the Requesting Party is custodian, within thirty (30) days of such request by the Service Provider.

F. Each Joining Party agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

## VI. TRAVEL AND OTHER EXPENSES

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

## VII. BREACH

No Joining Party shall be in breach of this Agreement until written notice of an unperformed obligation has been given and such obligation remains unperformed after notice for ten (10) days. In the event of a breach, a Joining Party not in breach (a "**Nonbreaching Party**") shall be entitled to seek damages or any other remedy provided by applicable law against the breaching Joining Party (a "**Breaching Party**").

## VIII. THIRD PARTY CLAIMS; CONTRIBUTION

If any person who is not a Joining Party ("**Third Party**") makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("**Third Party Claim**") against a Joining Party (the "**Notified Party**") with respect to which any other Joining Party (each, an "**Other Party**") may have liability, the Notified Party must promptly notify each such Other Party in writing of the Third Party Claim and deliver to each such Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. The Notified Party and each Other Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by an Other Party of the notice and copies required in this paragraph and the meaningful opportunity for such Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to such Other Party's liability with respect to the Third Party Claim.

With respect to any Third Party Claim for which any Joining Party is jointly liable with any of the other Joining Parties (or would be if joined in the Third Party Claim), each such jointly liable Joining Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by all such jointly liable Joining Parties in such proportion as is appropriate to reflect the relative fault of such jointly liable Joining Party in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of each such jointly liable Joining Party shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. In any instance, the contribution amount of each such jointly liable Joining Party is capped to the same extent as it would have been capped under Oregon law if such Joining Party had sole liability in the proceeding.

## IX. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended except by written instrument signed by all Joining Parties. This Agreement may be extended upon written amendment.

## X. TERMINATION

This Agreement may be terminated with respect to all Joining Parties by the written mutual assent of all Joining Parties. Any Joining Party may terminate its status as a party to this Agreement upon thirty (30) days' notice, in writing to DCBS.

## XI. FORCE MAJEURE

No Joining Party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Joining Party shall resume performance of its obligations under this Agreement. Any Joining Party may terminate its status as a party to this Agreement, effective with the giving of written notice, if it determines that such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

## XII. ALTERNATIVE DISPUTE RESOLUTION

The Joining Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of this Agreement. In addition, the Joining Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## XIII. NONDISCRIMINATION

The Joining Parties shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

## XIV. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The Joining Parties shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

## XV. PARTNERSHIP

No Joining Party is, by virtue of this Agreement, a partner of or joint venturer with any other Joining Party in connection with activities carried out under this Agreement, and no Joining Party shall have any obligation with respect to any other Joining Party's debts or any other liability or obligation of any other Joining Party of whatever kind or nature.

## XVI. AUDIT

DCBS reserves the right to audit all records of any other Joining Party that may be pertinent to this Agreement, and such other Joining Party shall bear the expense of any such audit.

## XVII. NO WAIVER OF CLAIMS

The failure by any Joining Party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

## XVIII. ENTIRE AGREEMENT

This Agreement, including all Undertakings executed and delivered by the Joining Parties, constitutes the entire Agreement between the Joining Parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the Joining Parties, or any of them, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Joining Parties.

## JOINING PARTY SIGNATURES

See various Undertakings, each of which is incorporated into and made part of this Agreement.

## EXHIBITS

Ex. 1: Form of Undertaking
Ex. 2: Executed DCBS Undertaking

**EXHIBIT 1**

**BUILDING EVALUATION SUPPORT AGREEMENT**

**FORM OF UNDERTAKING**

The undersigned City of Central Point, Building Dept. hereby:

1. Enters into and joins that certain BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM), a copy of which is attached hereto as Exhibit A (the "Agreement"), as a Joining Party;
2. Represents that it has read and understands the Agreement and all terms and conditions thereof;
3. Agrees to comply with and be bound by the Agreement and all terms and conditions thereof; and
3. Reaffirms and restates all material assertions, representations, and warranties made by the Joining Parties in the Agreement.

**CONTRACT ADMINISTRATOR**

The undersigned's Contract Administrator for the Agreement is:*

| | | | |
|---|---|---|---|
| Name: | Derek Zwagerman | Address: | 140 S 3rd St |
| Title: | Building official/Director | | Central Point, OR 97502 |
| Phone: | (541) 423-1024 | | |
| Email: | derek.zwagerman@centralpc | FEIN: | |

**NOTICES**

All notices and deliveries (other than payment) to the undersigned under the Agreement should be directed to:*

| | |
|---|---|
| Joining Party: | City of Central Point, Building Dept. |
| ATTN: | Derek Zwagerman |
| Address: | 140 S 3rd St |
| | Central Point, OR 97502 |
| Email: | derek.zwagerman@centralpointoregon.gov |

**PAYMENTS**

All payments to the undersigned under the Agreement should be directed to:*

| | |
|---|---|
| Joining Party: | City of Central Point, Building Dept. |
| ATTN: | Derek Zwagerman |
| Address: | 140 S 3rd St |
| | Central Point, OR 97502 |
| Email: | derek.zwagerman@centralpointoregon.gov |

**Or as may be otherwise designated in writing and delivered to all Joining Parties.*

The undersigned understands and acknowledges that this undertaking shall not take effect unless and until this undertaking is executed and delivered in accordance with Section I of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this undertaking and the Agreement as of the date set forth below.

JOINING PARTY:

City of Central Point, Building Dept.

| | | | |
|---|---|---|---|
| Signature: | | Signature: | |
| Name: | Derek Zwagerman | Name: | |
| Title: | Building Official/Director | Title: | |
| Date: | 03/11/2025 | Date: | |

**EXHIBIT 2**

**BUILDING EVALUATION SUPPORT AGREEMENT**

**EXECUTED DCBS FORM OF UNDERTAKING**

The undersigned, Department of Consumer and Business Services, Building Codes Division hereby:

1. Enters into and joins that certain BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM), a copy of which is attached hereto as Exhibit A (the "Agreement"), as a Joining Party;
2. Represents that it has read and understands the Agreement and all terms and conditions thereof;
3. Agrees to comply with and be bound by the Agreement and all terms and conditions thereof; and
3. Reaffirms and restates all material assertions, representations, and warranties made by the Joining Parties in the Agreement.

**CONTRACT ADMINISTRATOR**

The undersigned's Contract Administrator for the Agreement is:*

| | | | |
|---|---|---|---|
| Name: | Michelle Usselman | Address: | PO Box 14470 |
| Title: | Financial Operations Manager | | Salem, OR 97309-0404 |
| Phone: | 503-378-3755 | Email: | Michelle.M.Usselman@dcbs.oregon.gov |

**NOTICES**

All notices and deliveries (other than payment) to the undersigned under the Agreement should be directed to:*

| | |
|---|---|
| Joining Party: | DCBS – Building Codes Division |
| ATTN: | Statewide Services |
| Address: | PO Box 14470 |
| | Salem, OR 97309-0404 |
| Email: | BCD.jurisdictionsupport@dcbs.oregon.gov |

**PAYMENTS**

All payments to the undersigned under the Agreement should be directed to:*

Joining Party: DCBS – Building Codes Division

ATTN: Fiscal Services

Address: PO Box 14470

Salem, OR 97309-0404

Email: Fiscal.BCD@dcbs.oregon.gov

**Or as may be otherwise designated in writing and delivered to all Joining Parties.*

The undersigned understands and acknowledges that this undertaking shall not take effect unless and until this undertaking is executed and delivered in accordance with Section I of the Agreement.

IN WITNESS WHEREOF, the undersigned, Department of Consumer and Business Services, Building Codes Division has executed this undertaking and the Agreement as of the date set forth below.

**DCBS:**

State of Oregon, Department of Consumer and Business Services, Building Codes Division

Reviewed by:

Signature: Dawn Bass
Dawn Bass (Oct 2, 2024 11:55 PDT)

Name: Dawn Bass

Title: Deputy Administrator

Date: 10/02/2024

Executed by:

Signature: Miriha Aglietti

Name: Miriha Aglietti

Title: Designated Procurement Officer

Date: 10/03/2024

**State of Oregon Approvals:**

*Approved Pursuant to ORS 279A.140*
Department of Administrative Services

Signature: Not Required per OAR 125-247-0365(4)

Name:

Title:

Date:

*Approved Pursuant to ORS 291.047*
Department of Justice

Signature: Approved via email

Name: Jacob Gill

Title: Assistant Attorney General

Date: 09/09/2024

RESOLUTION NO. ______________

A RESOLUTION APPROVING THAT INTERGOVERNMENTAL AGREEMENT FOR BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM) AND AUTHORIZING THE BUILDING OFFICIAL TO EXECUTE SAME

Recitals:

A. The City, the Department of Consumer and Business Services Building Codes Division, and all other parties to the proposed agreement have authority to enter into intergovernmental agreements in accordance with ORS Chapter 190.110 and ORS 455.185.

B. The purpose of the Agreement is to enable provision of building official services, plan review services or inspection services to all cities that are parties to the Agreement when requested and mutually agreed.

C. The Agreement sets forth the scope of work that may be performed, rates for payment, indemnification obligations, and record keeping obligations for any work performed.

D. The City employs a licensed Building Official who serves as the City's Building Official.

E. The City is desirous of having the City's Building Official also provide such services to other jurisdictions as requested pursuant to the terms therein.

F. The City finds it is in the public interest to contract for provision of these services.

The City of Central Point resolves as follows:

Section 1. The Intergovernmental Agreement between the City of Central Point and the Department of Consumer and Business Services, Building Codes Division, and each municipality signing onto this Agreement, attached hereto as Exhibit "A", is approved and the City's Building Official is authorized to execute said agreement.

Passed by the Council and signed by me in authentication of its passage this _____ day of March, 2025.

_______________________________
Mayor Taneea Browning

ATTEST:

_______________________________
City Recorder

Staff Report

**DEPARTMENT:** Finance **MEETING DATE:** March 27, 2025

**STAFF CONTACT:** Steve Weber, Finance Director

**SUBJECT:** Resolution Approving a 2023-25 Supplemental Budget

## SUMMARY AND BACKGROUND:

Pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget period and pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets.

The property and liability insurance premiums through City/County Insurance Services (CIS) were higher than the budgeted annual increases of 15%. Also, there were a few property claims that were paid out as well as worker's compensation claims that were paid. This has created an over-expended budget in the Interdepartmental section of the General Fund. A transfer of appropriation of $60,000 from contingency to the insurance line item is proposed.

With the switch in reporting basis from accrual to a modified cash basis as well as the timing of the completion of projects that were going to be partially funded through the Central Point Development Commission, the reimbursement will be done in this budget period, where it was originally budgeted to occur in the 2021-23 budget period. Therefore, a grant revenue and capital outlay expenditure increase of $450,000 is proposed in the General Fund.

The reconciliation of costs for projects along the Bear Creek Greenway damaged as a result of the Almeda Fire in September 2020 has been completed by staff and FEMA representatives. The final project to be completed and reconciled was the replacement of the Elk Creek culvert. The total cost of the project, including engineering, was $514,150.81. The cost share for this project is 90% reimbursement from FEMA. The original amount budgeted for reimbursement was $270,000. Therefore, a grant revenue and capital outlay expenditure increase of $192,736 is proposed.

## FINANCIAL ANALYSIS:

If approved, this supplemental budget will increase the originally adopted 2023-25 biennial budget from $58,278,075 to $58,920,811.

## LEGAL ANALYSIS:

N/A

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**
Strategic Priority – Responsible Governance

GOAL 1 - Maintain a strong financial position that balances the need for adequate service levels and capital requirements against the affordability that is desired by our citizens.

GOAL 2 - Invite Public Trust.

STRATEGY 1 – Be a trusted source of factual information.

**ATTACHMENTS/EXHIBITS:**
1. RESO Supplemental Budget 23-25

**STAFF RECOMMENDATION:**
Approve resolution as presented.

**RECOMMENDED MOTION:**
Move to approve Resolution _____ a resolution of the City of Central Point approving a 2023-25 supplemental budget.

RESOLUTION NO. ______

A RESOLUTION OF THE CITY OF CENTRAL POINT
APPROVING A 2023-25 SUPPLEMENTAL BUDGET

Recitals:

A. Pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget period and pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets.

B. The property and liability insurance premiums through City/County Insurance Services (CIS) were higher than the budgeted annual increases of 15%. Also, there were a few property claims that were paid out as well as worker's compensation claims that were paid. This has created an over expended budget in the Interdepartmental section of the General Fund. A transfer of appropriation of $60,000 from contingency to the insurance line item is proposed.

C. With the switch in reporting basis from accrual to modified cash basis as well as the timing of the completion of projects that were going to be partially funded through the Central Point Development Commission the reimbursement will be done in this budget period where it was originally budgeted to occur in the 2021-23 budget period. Therefore, grant revenue and capital outlay expenditure increase of $450,000 is proposed in the General Fund.

D. The reconciliation of cost for projects along the Bear Creek Greenway damaged as a result of the Almeda Fire in September of 2020 has been completed by staff and FEMA representatives. The final project to be completed and reconciled was the replacement of the Elk Creek culvert. The total cost of the project, including engineering, was $514,150.81. The cost share for this project is 90% reimbursement from FEMA. Original amounts budgeted for reimbursement was $270,000 therefore, grant revenue and capital outlay expenditure increase of $192,736 is proposed.

The City of Central Point resolves as follows:

Section 1.

| | Budget | Adjusted Revenues | Adjusted Expenses | Budget |
|---|---|---|---|---|
| **General Fund** | | $ 28,333,690 | $ 28,333,690 | |
| State/Local Grants | $ - | $ 450,000 | | $ 450,000 |
| Capital Outlay - Parks | $ 223,000 | | $ 450,000 | $ 673,000 |
| Materials & Svcs. - Interdepart | $ 463,000 | | $ 60,000 | $ 463,000 |
| Contingency | $ 180,000 | | $ (60,000) | $ 120,000 |
| **General Fund - Revised** | | $ 28,783,690 | $ 28,783,690 | |

| | Budget | Adjusted Revenues | Adjusted Expenses | Budget |
|---|---|---|---|---|
| **Stormwater Fund** | | $ 3,568,340 | $ 3,568,340 | |
| Federal Grants | $ 270,000 | $ 192,736 | | $ 462,736 |
| Capital Outlay | $ 840,000 | | $ 192,736 | $ 1,032,736 |
| **Stormwater Fund - Revised** | | $ 3,761,076 | $ 3,761,076 | |

Passed by the Council and signed by me in authentication of its passage this 27th day of March 2025.

______________________________
Mayor Taneea Browning

ATTEST

______________________________
Rachel Neuenschwander, Recorder

Staff Report

**DEPARTMENT:** Public Works **MEETING DATE:** March 27, 2025

**STAFF CONTACT:** Matt Samitore, Parks and Public Works Director

**SUBJECT:** Accepting the Bid for the Moore Family Fields Phase 2 Plumbing Contact with Riverline Construction and Exempting from Competitive Bidding.

**SUMMARY AND BACKGROUND:**
**BACKGROUND INFORMATION:**

The City conducted a bid-letting procedure for the Hanley Baseball Complex – Phase 2 Site Improvements project in the Spring of 2024. The project would have comprised the construction of 5 fields with associated infrastructure and a bathroom/concessions building. Bids for this project have far exceeded the available funds. At that time, City personnel proposed an approach that would see the City as the prime contractor while soliciting bids on specific parts of the original design. The City proceeded with this approach, entering into contracts with 12 contractors to construct phase 2 at an estimated cost of $850,000. Phase 2 now includes two fields, associated infrastructure, PPL power to a site, a bathroom/concessions building, and some entrance features. Twelve contracts have progressed with appropriate progress, with eight now complete.

The riverine plumbing contract has now reached 25% over the limit of the original contract price of $53,137, which all staff is allowed to approve. Because of the project's expedited pace and design/build approach, issues arose due to the building architect's missed design regarding an oil trap and associated Jackson County plumbing requirements. The tight construction schedule meant changes missed by the architect and required by Jackson County had to be added immediately to ensure work could be complete by the Little League season start date. The plumbing contract is approved and completed in a change order, with one more change order needing approval. This work must be completed for the Central Point Little League to have the site usable for the fast-approaching season.

Specifics follow:

- **Original contract**: Includes all associated plumbing for the new concessions/bathroom building. *$53,137*

- **Change order #1**: Changes were requested by Jackson County, including a hand-washing sink and faucet. Other additions initiated by the City included an ADA-compliant drinking fountain, permit and bonding reimbursement, and a credit for the change from stainless steel to ceramic fixtures of $13*,699.65*

- **Change order #2**: addition of a grease interceptor, requested by Jackson County, and not included in architect plans. *$2064*

Change Order #1 is complete. Change order #2 is also complete.

At this point, Riverline has billed *$53,553,* and *$50,875* has been paid to date, with the difference being a 5% retainage held.

Staff requests that this contract continue as a sole source contract for the benefit of the City.

**FINANCIAL ANALYSIS:**
The changes are still within the budgeted amount for the project.

**LEGAL ANALYSIS:**
The City of Central Point public contracts/bidding is governed by Oregon Revised Statute (ORS) Chapter 279 and Central Point Municipal Code (CPMC) Chapter 2.40.

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**
Community Investment; Goal 5 – Plan, design, and construct modern and efficient infrastructure in all areas and systems. Strategies 3 and 4.

**Responsible Governance; GOAL 2** - Invite Public Trust.

STRATEGY 1 – Be a trusted source of factual information.
STRATEGY 5 – Communicate effectively and transparently with the public.

**ATTACHMENTS/EXHIBITS:**
1. RESO & Findings for Public K Exemption (1)

**STAFF RECOMMENDATION:**
Approve a resolution awarding the Hanley Baseball Complex – Phase 2 Plumbing contract change orders #1 through #2 to Riverline Construction as the sole source.

**RECOMMENDED MOTION:**
I move to approve Resolution No. ____ a Resolution adopting findings, authorizing an exemption from competitive bidding and awarding a contract to Riveline Construciton to complete change orders 1 & – Hanley Baseball Complex

RESOLUTION NO. _______________

A RESOLUTION ADOPTING FINDINGS, AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND AWARDING A CONTRACT TO RIVELINE CONSTRUCITON TO COMPLETE CHANGE ORDERS 1 & – HANLEY BASEBALL COMPLEX

Recitals:

A. The City conducted a bid letting procedure for the Hanley Baseball Complex – Phase 2 Site Improvements project in April 2024.

B. As part of the Phase 2 project, a contract was awarded to Riverline Construction for plumbing in the amount of $53,137.

C. The City agreed to two change orders totaling *$15,763.65*, representing 27% of the original bid price.

D. Pursuant to CPMC 2.40.090.B.4, Intermediate Procurements may be amended if the cumulative amendments do not increase the total contract price by more than 25% of the original contract price.

E. As a result of the design/build approach to this work, and other unanticipated changes, additional work is required to complete the electrical work on this phase. Such work would exceed the 25% threshold. As such, the City desires to exempt the additional work from competitive bidding in order to allow Infinity Electric to complete the work.

F. Attached hereto as Exhibit A hereto, the City finds that an exemption from competitive bidding to award a contract to Riverline Construction meets the requirements of CPMC 2.40.110.B – Special Procurements.

The City of Central Point resolves as follows:

Section 1. The findings attached hereto as Exhibit A are hereby adopted and an exemption from competitive bidding is authorized.

Section 2. Change Orders in the form attached hereto as Exhibit B are hereby awarded to Infinity Electric for up to *$15,763.65*.

Section 3. This exemption is granted under the provisions of CPMC 2.40.110.B – Special Procurements.

Passed by the Council and signed by me in authentication of its passage this _____ day of March, 2025.

________________________________

Mayor Taneea W. Browning

ATTEST:

________________________________

City Recorder

# RESOLUTION NO. ____ - EXHIBIT A

# FINDINGS

Pursuant to CPMC 2.40.110.B – Special Procurements, the following facts support an exemption from competitive solicitation for completing the Phase 2 Plumbing Work at Hanley Field, change orders 1-2:

- Exempting this project is unlikely to encourage favoritism in the awarding of public contracts or to diminish competition for public contracts substantially:

A. Riverlne Construction is under contract with City and has completed the work in the original contract and change order 1.

B. Riverlin Construction has in-depth knowledge of the City's existing electrical plans for the site.

C. Change Orders 4-6 were authorized as time-sensitive due to the following:

   a. **Change order #1**: Changes were requested by Jackson County, including a handwash sink and faucet. Other additions initiated by the City included an ADA-compliant drinking fountain, permit and bonding reimbursement, and credit for change from stainless steel to ceramic fixtures *$13,699.65*

   b. **Change order #2**: addition of a grease interceptor, requested by Jackson County, and not included architect plans *$2064*

D. Riverline Construction is a qualified contractor with the personnel resources available to ensure completion of Phase 2 before the March 2025 Little League Baseball season.

- Exempting this project is reasonably expected to result in substantial cost savings to the contracting agency or the public:

  a) Riveline's familiarity with the City's Phase 2 plumbing plans enables it to efficiently complete the work, resulting in cost savings for the City compared to bringing a new contractor to the site to complete the job.
  b) Cost savings are achieved through the continuity of using the same team that is familiar with the work.
  c) Any change of contractor to finalize the Phase 2 work would delay the start of the Little League baseball season and its ability to use the fields as of March 2025.

- Public notice of the approval of a hearing on the special procurement must be given:

a) Public notice of the exemption from competitive solicitation was published on City's website.

b) A duly noticed public hearing was held on March 27, 2025.