



Medford City Council Meeting

Agenda

February 7, 2019

6:00 P.M.

Medford City Hall, Council Chambers
411 West 8th Street, Medford, Oregon

Swearing in of New Councilmember

10. Roll Call

20. Recognitions, Community Group Reports

20.1 RVCOG End of Year Review – Michael Cavallaro

20.2 Alba Committee Quarterly Report – Robin Snider

30. Oral Requests and Communications from the Audience

Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

40. Public Hearings

Comments are limited to a total of 30 minutes for applicants and/or their representatives. You may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All others will be limited to 4 minutes. PLEASE SIGN IN.

40.1 COUNCIL BILL 2019-06 An ordinance adding sections 5.556, 5.557, and 5.558 of the Medford Municipal Code to allow overnight sleeping in vehicles.

40.2 COUNCIL BILL 2019-07 An ordinance authorizing the execution of a Lease Agreement with Youth71Five Ministries for use of former Fire Station #2 located at 1241 8th Street.

50. Approval or Correction of the Minutes of the January 17, 2019 Regular Meeting and the January 31, 2019 Special Meeting

60. Consent Calendar

70. Items Removed from Consent Calendar

80. Ordinances and Resolutions

80.1 COUNCIL BILL 2019-08 A resolution adopting a sixth Supplemental Budget for the 2017-19 biennium.

90. Council Business

90.1 Proclamations issued: None

90.2 Committee Reports and Communications

100. City Manager and Staff Reports

100.1 Logo & Branding – Kristina Johnsen

100.2 Emergency Management Update – Melissa Cano

100.3 House Bill 4006 Reporting – Matt Brinkley

100.4 Further reports from City Manager

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

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DEPARTMENT: City Management
PHONE: (541) 774-2009
STAFF CONTACT: Eric Zimmerman, Deputy City Manager

AGENDA SECTION: Public Hearings
MEETING DATE: February 7, 2019

COUNCIL BILL 2019-06

An ordinance adding sections 5.556, 5.557, and 5.558 of the Medford Municipal Code to allow overnight sleeping in vehicles.

SUMMARY AND BACKGROUND

Council is requested to consider an ordinance, Exhibit A, to amend the Medford Municipal Code, Chapter 5, sections 5.556, 5.557, and 5.558 to align with ORS 203.082, enacted in 2017, and allow religious institutions and places of worship to offer overnight camping space on institution property to homeless persons living in vehicles. No more than three vehicle camping spaces are allowed at each institution and sanitary facilities, including but not limited to toilet, hand washing and trash disposal facilities must be provided.

This public hearing is in response to the direction provided to staff on January 3, 2019.

Religious institutions within a residential zone require a Conditional Use Permit (CUP) in order to provide a social service such as offering overnight camping in their parking lot. This ordinance effects all religious institutions regardless of zoning to provide up to three vehicle camping spaces for homeless persons without a CUP and it provides a minimum standard for sanitation which does not currently exist.

PREVIOUS COUNCIL ACTIONS

On January 3, 2019, City Council discussed a citizen request regarding weather emergencies and temporary shelters relative to the memorandum provided by the City Attorney, Exhibit C, addressing multiple options that Council could consider. Some Council members expressed a desire to consider aligning the Medford Municipal Code with the ORS that allows local jurisdictions to allow certain institutions the ability to provide overnight camping spaces for vehicles.

ANALYSIS

This code amendment allows religious institutions to provide up to three overnight vehicles camping spaces on their property if they also provide sanitation services to include at a minimum toilet, hand washing, and trash disposal facilities.

Currently, if an institution desired to provide any number of overnight vehicle camping spots such a use would need to comply with the provisions of their Conditional Use Permit (CUP). The Medford Municipal Code does not clearly prohibit overnight vehicle camping on private land and in Chapter 5 discusses prohibitions against camping in areas deemed to be public or within the right-of-way, sidewalks, streets, public building, etc.

This amendment would allow a religious institution to offer up to three spaces for vehicle camping without seeking approval through the CUP process. This amendment does not affect other aspects of any religious institutions' CUP, nor does it allow for more than three spaces to be provided, per the guidance from ORS 203.082.

This amendment also places a requirement upon any institution that chooses to offer overnight vehicle camping to acquire a cost-free permit from the City. The City will maintain knowledge of properties authorizing overnight camping to allow the City to maintain an appropriate level of fire and life safety and to ensure adherence to the minimum sanitation requirements.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

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Responsibility to comply with this ordinance rests with the property owner or their agent to enforce the requirements of the ordinance.

This ordinance was prepared to meet the spirit of ORS 203.082 and applies only to Religious Institutions and Places of Worship, nothing in this ordinance changes permitted uses for other types of property such as residential, commercial, or industrial.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The City expects an increase in workload for inspectors and fire marshals while they inspect the initial set up of such camping spaces and conduct occasional safety reviews thereafter. The City does not expect that the workload will require new staff at this time.

TIMING ISSUES

None

COUNCIL OPTIONS

Approve the ordinance.

Modify the ordinance and solicit staff recommendations on desired changes.

Deny the ordinance and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends that if the City Council desires to make vehicle camping allowable in the City of Medford, that the City Council adopt this ordinance because it includes some minor, yet important time/place/manner considerations that staff believes are enforceable and meet the intent of the ORS permitting Cities to pass such an ordinance.

SUGGESTED MOTION

I move to adopt the ordinance to allow vehicles camping in the parking lot of Religious Institutions and Places of Worship.

EXHIBITS

- A. Ordinance
- B. Examples of ordinances from other cities
- C. Memorandum from City Attorney to City Council January 2, 2019
- D. ORS 203.082

ORDINANCE NO. 2019-06

AN ORDINANCE adding sections 5.556, 5.557, and 5.558 of the Medford Municipal Code to allow overnight sleeping in vehicles.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 5.556 of the Medford Municipal Code is added to read as follows:

5.556 Definitions.

A. Religious Institution or Place of Worship. A structure used primarily as a meeting area for religious activities.

B. Vehicle. A car, truck, camper, travel trailer, recreational vehicle, or similar conveyance.

SECTION 2. Section 5.557 of the Medford Municipal Code is added to read as follows:

5.557 Overnight Sleeping in Vehicles.

A. Notwithstanding any other provision of the Medford Municipal Code, Religious Institutions or Places of Worship may provide up to and not exceed three (3) parking spaces for up to and not exceed three (3) vehicles for overnight sleeping in a vehicle on their parking lot if the Religious Institution or Place of Worship owns or leases real property on which a structure and an associated parking lot are located.

B. A Religious Institution or Place of Worship that allows a person or persons to sleep overnight in a vehicle on the premises pursuant to subsection A of this section shall:

- 1. Provide, or make available on the premises, sanitary facilities including, but not limited to, toilet, hand washing, and trash disposal facilities;**
- 2. Not allow tents or other personal property to be attached to the vehicle as a means to expand the capacity of the vehicle for additional camping or to establish long term campsites; and**

///

3. Ensure vehicles maintain a minimum distance of 20 feet from other overnight camping vehicles; and
4. Ensure that all vehicles are operable and leave the property on a daily basis; and
5. Obtain a cost-free permit from the City Of Medford to allow overnight vehicle camping on property owned or leased by the organization; and
6. Not require payment of any fee, rent, or other monetary charge for overnight sleeping in a vehicle as authorized by this section.

C. A Religious Institution or Place of Worship that permits overnight sleeping in a vehicle pursuant to subsection A of this section may revoke that permission at any time and for any reason. Any person who receives permission to sleep on a premises as provided in subsection A of this section shall leave the premises immediately after permission has been revoked.

D. Notwithstanding any other provision of this section, the City Manager or the City Manager's designee may prohibit overnight sleeping in a vehicle at a premises as provided in subsection A of this section if the City Manager or the City Manager's designee finds that such activity does not meet the requirements of this section or constitutes a nuisance or other threat to public health, safety, or welfare.

E. In addition to any other penalties that may be imposed, any premises used for overnight sleeping in a manner not authorized by this section or other provisions of this Code shall constitute a nuisance and may be abated as such.

F. Nothing in this chapter creates any duty on the part of the City, its employees, or its agents to ensure the protection of persons or property with regard to overnight sleeping in vehicles.

SECTION 3. Section 5.558 of the Medford Municipal Code is added to read as follows:

5.558 Enforcement.

(1) Violation of section 5.557(B) constitutes a violation.

(2) The City has the administrative authority to implement and enforce this chapter, including the adoption of administrative rules, regulations, or policies. This provision shall

not be construed to abrogate or limit the jurisdiction or authority of the Medford Police Department or any other law enforcement agency.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2019.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2019.

Mayor

NOTE: Matter in **bold** is new. Matter ~~struck-out~~ is existing law to be omitted. Three asterisks (* * *) indicate existing law which remains unchanged by this ordinance but was omitted for the sake of brevity.

Exhibit B- Examples of ordinances from other cities

Lincoln City Code

9.08.055 Permitted overnight camping/sleeping.

A. The prohibitions in LCMC 9.08.050 are inapplicable in the following circumstances:

1. The property involved is appropriately zoned and has all necessary approvals for the proposed use of overnight camping, in a vehicle or otherwise (for example, a recreational vehicle park in a recreation commercial zone with a conditional use approval or state-owned public campground in the park zone);

2. The city council or manager, by emergency declaration, has authorized overnight camping, in accordance with the limitations, terms and conditions of such declaration;

3. A special event permit pursuant to Chapter 5.16 LCMC or other parks permit (Chapter 12.16 LCMC) authorizes overnight camping in accordance with the limitations, terms and conditions of such permit;

4. Subject to conditions specified in subsection (B) of this section, and notwithstanding any other provision of this code, any religious institution located in the city of Lincoln City may offer overnight camping or sleeping space on institution property to homeless persons living in vehicles. Homeless persons may sleep overnight in a vehicle in a parking lot of a religious institution that owns or leases property on which a parking lot is located only with written permission of the property owner or the owner's representative. The property owner may not grant permission for more than three vehicles used for camping or sleeping at any one time. For purposes of this subsection (A), the term "vehicle" includes a car, truck, van, camper, and camp trailer.

B. A religious institution who allows a person or persons to camp/sleep overnight in a vehicle on a property pursuant to subsection (A)(4) of this section shall:

1. Provide or make available sanitary facilities, including but not limited to toilet and hand washing facilities;

2. Provide trash disposal facilities to such persons consistent with LCMC 8.16.060;

3. Require such camping/sleeping space be not less than five feet away from any property line; and

4. Not require payment of any fee, rent or other monetary charge for overnight camping/sleeping, as authorized by this section.

C. An institution who permits overnight camping/sleeping pursuant to subsections (A)(4) and (B) of this section may revoke that permission at any time and for any reason. Any person who receives permission to camp/sleep on that property as provided in this section shall leave the property immediately after permission has been revoked.

D. Notwithstanding any other provision of this section, the city manager or the manager's designee may revoke permission for a religious institution to offer overnight camping/sleeping in vehicles or revoke permission of a person to sleep overnight on such properties, if the city finds that the institution, owner, or person has violated any applicable law, ordinance, rule, guideline or agreement, or that the activity constitutes a public nuisance or other threat to the public welfare.

E. The city manager or the manager's designee may impose administrative civil penalties on responsible parties who fail to comply with the requirements of this section, as provided in Chapter 1.16 LCMC.

F. In addition to any other penalties that may be imposed, any site used for overnight camping/sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be abated as such. As used in this section, "campsite" has the meaning given in LCMC 9.08.050.

G. Nothing in this section creates any duty on the part of the city or its agents to ensure the protection of persons or property with regard to permitted overnight camping/sleeping. (Ord. 2016-18 § 2)

Eugene Code

4.816 Permitted Overnight Sleeping.

(1) Notwithstanding any other provision of this code:

(a) Persons may sleep overnight in a vehicle in a parking lot of a religious institution, place of worship, business or public entity that owns or leases property on which a parking lot and occupied structure are located, with permission of the property owner. The property owner may not grant permission for more than six vehicles used for sleeping at any one time. For purposes of this subsection (1), the term "vehicle" includes a car, tent, camper, trailer, and Conestoga hut.

(b) Persons may sleep overnight in the back yard of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. Not more than one family may sleep in any back yard, and not more than one tent or camping shelter may be used for sleeping in the back yard. As an alternative, but not in addition to sleeping overnight in the back yard, not more than one family may sleep in a vehicle, camper or trailer parked in the driveway of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. For purposes of this subsection, "family" means persons related by blood or marriage, or no more than two unrelated adults.

(c) Persons may sleep overnight in a vehicle, on a paved or graveled surface located on a vacant or unoccupied parcel, with the permission of the property owner, if the owner registers the site with the city or its agent. The city may require the site to be part of a supervised program operated by the city or its agent. The property owner may not grant permission for more than six vehicles used for sleeping at any one time.

(2) A property owner who allows a person or persons to sleep overnight on a property pursuant to subsections (1)(a), (1)(b) or (1)(c) of this section shall:

(a) Provide or make available sanitary facilities;

(b) Provide garbage disposal services as required by sections 6.050 and 6.055 of this code;

(c) Provide a storage area for campers to store any personal items so the items are not visible from any public street;

(d) Require a tent or camping shelter in a backyard to be not less than five feet away from any property line; and

(e) Not require payment of any fee, rent or other monetary charge for overnight sleeping, as authorized by this section.

(3) A property owner who permits overnight sleeping pursuant to subsection (1) and (2) of this section, may revoke that permission at any time and for any reason. Any person who receives permission to sleep on that property as provided in this section shall leave the property immediately after permission has been revoked.

(4) Notwithstanding any other provision of this section, the city manager or the manager's designee may:

- (a) Prohibit overnight sleeping on a property if the city finds that such an activity on that property is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare; or
- (b) Revoke permission for a person to sleep overnight on city-owned property if the city finds that the person has violated any applicable law, ordinance, rule, guideline or agreement, or that the activity is incompatible with the use of the property or adjacent properties.
- (5) The city manager or the manager's designee may impose administrative civil penalties on property owners who fail to comply with the requirements of subsections (1) and (2) of this section, as provided in section 2.018 of this code.
- (6) In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be abated as such. As used in this section, "campsite" has the meaning given in section 4.815 of this code.
- (7) The city manager may adopt administrative rules in the manner provided in section 2.019 of this code to implement this section.
- (8) With authorization from the city manager or designee in connection with a specific special event, persons may sleep overnight on public property which has a community center, swimming pool, or other city-operated athletic facility located thereon at which the special event is being held. The authorization shall be limited to no more than eight days in any two-week period.
- (9) Nothing in section 4.815 or 4.816 of this code creates any duty on the part of the city or its agents to ensure the protection of persons or property with regard to permitted overnight sleeping.

(Section 4.816 added by Ordinance No. 20130, enacted August 5, 1998; and amended by Ordinance No. 20255, enacted June 10, 2002, effective July 10, 2002; and Ordinance No. 20517, enacted and effective September 25, 2013.)

Beaverton Code

6.02.322 Definitions for BC 6.02.323 and 6.02.324.

As used in BC 6.02.323 and 6.02.324:

“Camp” means set up, or remain in, a vehicle for the purpose of establishing or maintaining a temporary place to live.

“Commercial parking lot” means a parking lot adjacent to a commercial structure, or a lot if not adjacent then within the control of the commercial interest occupying the structure, which lot is privately owned but open to the public.

“Commercial structure” means a building in which the predominant activity is connected with the sale, rental, or distribution of, or performance of services to, end users of products or services.

“Person in charge” means a person, a representative or employee of the person who has lawful control of premises by ownership, tenancy, official position or other legal relationship.

“Sanitary facilities” include, but are not limited to, toilet, hand washing, and trash disposal facilities.

“Vehicle” means a trailer house, camp trailer, mobile home, auto home, camp car, recreational vehicle, or similar conveyance. [BC 6.02.322, added by Ordinance No. 4743, 10/10/18]

6.02.323 Prohibited Vehicle Camping.

A. Except as authorized by BC 6.02.324, a person shall not camp in a commercial parking lot.

B. A person in charge of a commercial structure or parking lot who believes that it is more likely than not that a person is camping in violation of this section shall do all of the following:

1. Make a reasonable effort under the circumstances to locate the operator of the offending vehicle; and
2. Make a reasonable effort under the circumstances to request that the person cease the offending conduct.

C. A person in charge of a commercial structure or parking lot who fails to follow the sequence of events listed in subsection B of this section commits a Class 2 civil infraction. [BC 6.02.323, added by Ordinance No. 4384, 3/6/06; amended by Ordinance No. 4743, 10/10/18]

6.02.324 Permitted Vehicle Camping.

A. A property owner may allow a person to camp in a commercial parking lot if (1) expressly authorized by the Mayor under a program administered by the Mayor and established by Council resolution, and (2) the property owner complies with the requirements outlined in subsection B of this section.

B. Each property owner described in subsection A of this section shall:

1. Permit the designated program manager to enter the commercial parking lot. The designated program manager is responsible for the intake, placement, and case management of the persons camping in a commercial parking lot.

2. Permit sanitary facilities to be placed at the commercial parking lot for persons camping in a commercial parking lot.
 3. Permit a storage container to be placed on the commercial parking lot for persons camping to store personal items such that the items are not visible from any public right-of-way.
 4. Not require any payment from persons camping in a commercial parking lot.
- C. A property owner described in subsection A of this section may establish additional regulations for use of its commercial parking lot. A property owner may revoke permission for a person to camp in a commercial parking lot at any time if the person violates a property owner's regulations.
- D. A property owner described in subsection A of this section who does not comply with this section commits a Class 2 civil infraction. [BC 6.02.324, added by Ordinance No. 4743, 10/10/18]



MEMORANDUM

TO: Brian Sjothun, City Manager
FROM: Lori Cooper, City Attorney
RE: Citizen Request Re Weather Emergency and Temporary Shelters
DATE: January 2, 2019

At the December 20, 2018 City Council meeting, Danielle Stanford appeared before the Council during the Oral Requests and Communications period of the agenda and spoke regarding her concerns for the homeless. Ms. Stanford also distributed a written proposal to the Council.

The written material proposed that the City declare a State of Emergency for the remainder of the cold weather season, which Ms. Stanford submits is from November 12 through February 20. She proposed that the City allow emergency shelters as an accessory use during times of emergency and natural disaster, which would include food, water, and equipment distribution centers, warming or cooling centers, and triage stations.

Ms. Stanford also proposed that the City allow churches to conduct a variety of accessory uses, including food distribution, parking, caretaker's housing, up to six transitional housing units, group living facilities, and a transitional housing unit for up to 20 people to be occupied less than 180 days in a calendar year. Ms. Stanford also referred to ORS 203.082, which provides that religious institutions may allow overnight car camping for up to three vehicles per night.

Council directed staff to look into Ms. Stanford's request, and you asked me to provide a legal opinion along with options for the Council to consider.

Option #1 - Code Amendment

Council considered a temporary shelter code amendment in the latter months of 2018. On September 20, 2018, Council adopted a partial version of the code amendment that was presented by the Planning Department. Code section 10.819A allows temporary shelters with a conditional use permit (CUP) in all zones within the City. Therefore, currently any organization (including religious institutions) can apply for a CUP to operate a temporary shelter. If the Council would like to make it easier, faster, and cheaper for temporary shelters to open, it could reconsider the options that were

presented at the September 20, 2018 Council meeting, such as 1) allowing temporary shelters of 15 or fewer clients, with a neighborhood meeting, but without requiring a CUP, or 2) allowing temporary shelters of more than 15 clients with a CUP.

Option #2 – Declare Weather Emergency

Several other cities in Oregon and across the nation have used their emergency declaration authority to declare a weather emergency and allow facilities not usually used for temporary shelter to open their doors to persons in need of shelter.

For example, for the past several years, the City of Bend has declared a weather emergency whenever the nighttime temperatures are predicted to be 25 degrees or lower. Bend's code allows the City Manager to use his discretion to declare an emergency due to severe weather conditions, with the City Council ratifying the City Manager's decision. Churches and other organizations are then allowed to operate emergency overnight lodging after obtaining an inspection related to fire and life safety concerns at the facilities, much like the City of Medford has done for the Kelly Shelter for the past few winters.

Medford's code provides that the Mayor is the only authority that can declare an emergency. If the Council wants to give the City Manager the authority to declare an emergency, the code would need to be amended to allow for that.

Option #3 – Allow Churches and/or Other Properties to Host Car Camping

Ms. Stanford's written comments reference a state statute, ORS 203.082, which provides that cities and counties may allow churches and other religious institutions to offer overnight camping space on institution property to homeless persons living in vehicles. No more than three vehicles camping spaces are allowed at each institution, and sanitary facilities, including but not limited to toilet, hand washing, and trash disposal facilities, must be provided. Cities and counties may impose conditions and limitations on the car camping use allowed under this statute.

Several cities in Oregon allow car camping in church parking lots pursuant to ORS 203.082, including Lincoln City, Portland, Eugene, and Ashland.

Option #4 – Allow Car Camping on Other Properties (not just Religious Institutions)

The cities of Eugene, Springfield, and Beaverton (as well as Lane and Multnomah Counties) have adopted ordinances allowing regulated car camping in designated parking lots owned by businesses, non-profits, and public agencies.

Eugene's program has existed since 1998, and limits each lot to six vehicles overnight. Participating property owners must provide access to sanitation and trash disposal facilities.

Other Issues Proposed by Ms. Stanford

As mentioned above, Ms. Stanford proposed that the City allow churches to conduct a variety of accessory uses, including food distribution, parking, caretaker's housing, up to six transitional housing units, group living facilities, and a transitional housing unit for up to 20 people to be occupied less than 180 days in a calendar year. Churches which already operate under a conditional use permit can apply for a modification to a CUP in order to conduct the activities suggested by Ms. Stanford. Churches which are not required to operate with a CUP (i.e., churches located in commercial zones) may be able to conduct some of the activities proposed, may be required to obtain a CUP in order to conduct some of the activities proposed, or may be prohibited from conducting some of the activities proposed.

Caution is necessary when considering accessory uses conducted by churches and other religious institutions. The federal Religious Land Use and Institutionalized Persons Act provides that land use regulations that impose a substantial burden on the religious exercise of religious institutions is unlawful unless the local government demonstrates that the land use rules further a compelling government interest and are the least restrictive means of furthering that compelling government interest.

In other word, although a local government may apply land use regulations to religious uses, but in doing so must be careful that those regulations do not unduly hinder the religious institution's ability to exercise their beliefs.

ORS 203.082 Camping by homeless on property of religious institutions; required elements of policies of local governments and religious institutions.

(1) Any political subdivision in this state may allow churches, synagogues and similar religious institutions to offer overnight camping space on institution property to homeless persons living in vehicles.

(2) In addition to any conditions or limitations imposed by a political subdivision, a religious institution located within the political subdivision and offering camping space described under subsection (1) of this section must:

- (a) Limit camping space at the institution site to three or fewer vehicles at the same time; and
- (b) Provide campers with access to sanitary facilities, including but not limited to toilet, hand washing and trash disposal facilities. [1999 c.319 §1]



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.2

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DEPARTMENT: City Manager's Office
PHONE: (541) 774-2009
STAFF CONTACT: Eric Zimmerman, Deputy City Manager

AGENDA SECTION: Public Hearings
MEETING DATE: February 7, 2019

COUNCIL BILL 2019-07

An ordinance authorizing the execution of a Lease Agreement with Youth71Five Ministries for use of former Fire Station #2 located at 1241 8th Street.

SUMMARY AND BACKGROUND

Council is requested to consider a lease, with an option to purchase, of surplus property to the Youth 71Five Ministries organization of former Medford Fire Station #2, 1241 8th Street Medford, Oregon.

Youth 71Five, formerly known to Council as Rogue Valley Youth for Christ, has been in discussions with the City since March 2018 to put the former fire station building to new use as part of the social service mission to serve youth in the community.

Youth 71Five was awarded CDBG funding to address immediate building and safety concerns and an environmental study has been completed to assess the impact of their use on the property and surrounding areas.

Currently, Youth 71Five is in a Conditional Use Permit (CUP) process that is expected to be completed in early spring 2019. This lease allows the organization to move forward with plans to improve the facility and surrounding grounds as well as planning for purchase of the facility from the City.

PREVIOUS COUNCIL ACTIONS

August 3, 2017 Council Motion - Council directs staff to proceed with a Solicitation of Interest to lease or sell former Fire Station #2.

January 11, 2018 - Council holds a study session and heard presentations from three nonprofit groups with interest in the property.

March 15, 2018 Council Motion - Council directed staff to enter into a lease agreement, preferably for one dollar per year, for the former Fire Station #2, located at 1241 8th Street, with Rogue Valley Youth for Christ; the agreement to come back to City Council for approval. Directed staff to initiate a substantial amendment to the 2017 Action Plan authorizing \$24,429.78 in CDBG funds to be allocated for improvements to the former Fire Station #2. Public hearing to consider the lease or sale of former Fire Station #2.

May 3, 2018 Council Resolution 2018-40 - A resolution approving a Substantial Amendment of the City of Medford's 2017-18 Action Plan for use of Community Development Block Grant funds.

ANALYSIS

The City is proposing to enter into a lease with Youth 71Five for \$1/year with the option for purchase of the surplus property for an agreed upon amount of \$136,900.

The property is considered surplus by the City.

CDBG regulations required the City to complete an environmental assessment under 24 CFR Part 58 and in accordance with the National Environmental Protection Act (NEPA). A Finding of No Significant Impact was concluded and the City awaits Authorization to Use Grant Funds from the U.S. Department of Housing and Urban Development (HUD).



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 40.2

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FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The City will receive revenue based upon the terms of the lease and the sale, should it be executed, from Youth 71Five. The City does not expect to expend any additional funds for the property as Youth 71Five takes control of the property.

TIMING ISSUES

Youth 71Five is eager to move this project along now that an environmental assessment is complete and to begin utilizing the CDBG funds they expect to receive once the Federal Government shutdown concludes.

Due to the Federal Government shutdown, the CDBG funds are not released and if this lease is approved, the City will hold the lease for signature until such time as the City receives authorization to use CDBG funds on this project, in order to comply with CDBG guidelines.

Youth 71Five Ministries intends to purchase the property; the lease allows for the organization to execute the purchase option within one (1) year.

COUNCIL OPTIONS

- Approve the lease agreement.
- Modify the lease agreement and provide direction to staff.
- Deny the lease agreement and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the lease and potential sale. This action supports reducing the amount of surplus property held by the City while allowing an expansion of community service.

SUGGESTED MOTION

I move to approve a lease to Youth 71Five Ministries of surplus property of former Fire Station #2 upon Federal authorization to use CDBG funds

EXHIBITS

- A. Ordinance
- B. Proposed Lease
- C. Substantial Amendment No. 2 (2017/18 Action Plan)
- D. Map of Fire Station #2
- E. Solicitation of Interest
- F. Notice of Public Hearing

ORDINANCE NO. 2019-07

AN ORDINANCE authorizing the execution of a Lease Agreement with Youth71Five Ministries for use of former Fire Station #2 located at 1241 8th Street.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That execution of a Lease Agreement with Youth71Five Ministries for use of former Fire Station #2 located at 1241 8th Street, contingent upon federal authorization to use Community Development Block Grant funds, which agreement is on file in the City Recorder's office, is hereby authorized.

Section 2. The term of this lease shall be for 1 year at the rate of \$1, with an option to purchase the property for \$136,900.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2019.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2019.

Mayor

LEASE

THIS LEASE made and entered into this ____ day of _____, 2019, by and between CITY OF MEDFORD (hereinafter "Lessor") and Youth71Five Ministries (hereinafter "Lessee").

WITNESSETH

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in as is condition, for the term, at the rental, and upon the conditions set forth herein, those certain Premises described as the former Fire Station #2 located at 1241 8th Street, (hereinafter the "Premises"), located in the City of Medford, Oregon.

TERM OF LEASE

The term of this Lease shall be on a month to month basis. Lease commencement terms are restricted by federally required environmental review procedures under 24 CFR Part 58. Said term shall commence on the day after Lessor receives written Authority to Use Grant Funds (form 7015.16) from the U.S. Department of Housing and Urban Development authorizing use of Community Development Block Grant (CDBG) funds to address immediate building and safety concerns as defined in the CDBG Agreement between Lessor and Lessee dated November 1, 2018. Said term shall end at midnight twelve months from the date of the contract commencement, unless sooner terminated or renewed pursuant to any provision hereof.

RENT

Lessee shall pay Lessor One Dollar (\$1.00) as rental, during said term. The term rental of One Dollar (\$1.00) is payable upon execution of the lease.

USE OF PREMISES

Lessee shall not use the leased Premises until the Lessee's use is permitted by the City of Medford

via a Conditional Use Permit. The use of the premises is further subject to the terms and conditions of the CDBG Agreement between Lessor and Lessee dated November 1, 2018. Lessee agrees to use the premises as a multi-use community center serving youth and families for a term of at least five years after termination of the CDBG Agreement.

TERMS OF LEASE

Lessee covenants and agrees to perform the following:

- (a) To pay rent promptly when due.
- (b) Maintain the lawn in good condition at its own expense.
- (c) Not to commit or allow any waste of any part of the leased Premises.

(d) To defend and indemnify Lessor, Lessor's agents and employees, and to hold them forever harmless from any and all claims and demands whatever for injuries to persons or property arising from or in any way connected with the possession or use of the said Premises by Lessee, Lessee's employees, agents and licensees at any time during the lease term and to reimburse Lessor, Lessor's agents and employees, for any and all costs and expenses, including attorneys' fees, arising out of or in any way connected with any and all such claims or demands. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties or by any condition of the Premises except to the extent caused by Lessor's negligence or breach of duty under this lease.

(e) Lessee, at the expiration or sooner termination of this Lease, or any extension or renewal hereof, will quietly and peacefully vacate and deliver the within Premises to Lessor in as good condition as the same are at the beginning of this Lease, reasonable wear and tear and damage by fire or other unavoidable casualties alone excepted.

(f) If Lessee holds over after the expiration of the term of this Lease, and shall not have agreed in writing with Lessor upon the terms and provisions of a new lease prior to such expiration, Lessee shall remain bound by all of the terms and provisions hereof.

(g) Lessee will keep the leased Premises free and clear of all liens for labor and/or materials performed or furnished to Lessee at said Premises.

(h) Lessee agrees to maintain said premises and property in the same condition, order and repair as they are at the commencement of this lease. Lessee agrees to make no alterations or improvements to or upon said Premises without first obtaining the written consent of Lessor and said alterations or improvements shall be made at Lessee's expense. Lessee shall have no right to make any alterations to the premises or to make any repairs at the expense of the Lessor. The Lessor shall have no responsibility whatsoever to make any repairs to the premises during the term of this lease, regardless of the cause of any damage or deterioration. Upon termination of this lease, all alterations, additions and improvements shall

at once become part of the Premises and belong to Lessor, unless the terms of the applicable consent provide otherwise. Lessor may, upon termination of the lease, require Lessee to remove certain improvements, alterations and additions, and upon receipt of notice of specific improvements, alterations and additions to be removed, Lessee shall remove the same and restore the Premises to the condition that existed at the commencement of the lease.

(i) Lessor and its agents shall have access to all leased grounds for inspection purposes within a period of twenty-four (24) hours following verbal notification unless such advance notice, for any reason, conflicts with Lessee's activities. If so, a time of mutual convenience shall be arranged.

TAXES AND OTHER EXPENSES

Lessor shall be responsible for any real property taxes required to be paid on the premises during the lease term.

DAMAGE TO THE PREMISES

In the event the leased Premises are destroyed by fire, or other unavoidable casualty or are so damaged as to render the same wholly unfit for occupation and such damage or destruction cannot be reasonably repaired within ninety (90) days from the date thereof, then this lease shall terminate as of the date of said damage or destruction, and Lessee shall immediately surrender said Premises to Lessor.

COMPREHENSIVE LIABILITY INSURANCE

Lessee shall keep and maintain in force, at Lessee's expense, a policy or policies of comprehensive liability insurance, written by an insurer authorized to do business in Oregon and satisfactory to Lessor, insuring Lessee and Lessor (and such other persons, firms, or corporations as are designated by Lessor) against liability, costs and expenses, including counsel fees, for injury to or death of persons or damage to property arising out of or in any manner connected with the above described Premises, improvements thereon, or the operations or activities of the Lessee, Lessee's invitees, licensees or any other persons thereon. The limit of liability of such insurance shall not be less than Five Million Dollars (\$5,000,000) for injury to one or more persons, and One Hundred Thousand Dollars (\$100,000) for property damage, and Lessee shall arrange for Lessor to be provided with certificates of such coverage, including in each instance appropriate endorsement to the effect that Lessor shall be provided with not less than ten (10) days advance notice of cancellation or nonrenewal.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet this Lease or any of Lessee's rights hereunder without written consent of Lessor.

CONDEMNATION

If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

If part of the leased property is taken by eminent domain, and such taking does not render the leased property unsuitable for the purposes herein leased, this Lease shall not terminate by virtue of such taking. In such event the Lessor shall be entitled to recover compensation from the condemning authority, on behalf of Lessee, for any loss or damage caused by them in such partial condemnation. Lessor shall pay Lessee its proportional share of the loss or damage. Alternatively, Lessor shall be entitled to all of the proceeds of condemnation, and Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of condemnation.

COVENANTS REGARDING HAZARDOUS MATERIAL

Lessor covenants that Lessor is not aware of any environmental contamination on the Premises.

Lessee covenants that Lessee will not allow any gasoline, oil, or other chemicals or hazardous materials to contaminate the property or subsurface soil, and to immediately remove any contaminated materials and to thereafter restore the Premises and to indemnify and defend Lessor against any and all claims made against Lessor on account of any hazardous materials placed upon the Premises by Lessee or Lessee's invitees or licensees.

Lessee agrees to comply with any and all governmental regulations, state, federal, or municipal, regarding hazardous materials. The covenants of this paragraph shall survive any termination or expiration of this lease.

DEFAULT AND REMEDIES

This lease agreement may be terminated by the Lessor upon thirty (30) days written notice in the event of material breach by the Lessee of the terms and conditions stated herein. Material breach includes, but is not limited to, situations in which Lessee's interest, or any part of its interest, in this Lease is assigned or transferred, either voluntarily or by operation of law, except with Lessor's consent, or any other violation of the Covenants of Lessee specified herein.

In addition to any other remedy Lessor may have by operation of law, Lessor shall have the right without any further demand or notice, to re-enter the Premises and eject all persons from the Premises, using all necessary force to do so, and either:

A. Declare this Lease at an end, or

B. Without terminating this Lease, relet the Premises, or any part of the Premises, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of such reletting and collection, including necessary renovation and alterations of the Premises, reasonable attorneys' fees, any real estate commission paid, and thereafter to payment of all sums due or to become due Lessor under the Lease, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise.

Lessee shall allow any such re-entry without hindrance, and Lessor shall not be liable in damages for any such re-entry, or be guilty of trespass or forcible entry.

C. It is expressly understood that the rights hereinabove provided, shall be deemed cumulative and nonexclusive and that the Lessor may exercise any other right or remedy which the Lessor may have at law or in equity under the statutes and the laws of the State of Oregon.

WAIVER

One or more waivers by either party of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Lessor's consent to or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

NOTICES

All notices required hereunder shall be given to the parties herein at their addresses provided below

unless and until advised by the parties of a change in such address:

Lessee

Executive Director
Youth 71Five Ministries
529 Edwards St.
Medford, OR 97501

Lessor

City Manager
City of Medford
411 West 8th Street
Medford, OR 97501

Any notice required or permitted under this lease shall begin to run on the date such notice is delivered, if properly sent, postage prepaid by certified or registered mail addressed to the address first given in this lease, or to such other address as may be specified from time to time by each of the parties in writing. Notice shall be construed as delivered as of the postmark date of sender's mail receipt form.

SUCCESSOR INTERESTS

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, assigns and successors in interest of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

GENDER

In construing this agreement it is understood that the Lessor may be more than one person and that Lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

OPTION TO PURCHASE

Lessor hereby grants to the Lessee the option to purchase the Premises on the following terms and conditions:

This option shall commence as of the commencement date of this Lease and shall terminate at 5:00 p m on February 7, 2020, or upon the termination of this Lease, whichever occurs earlier, and may, if Lessee is not in default of the terms of this agreement, be exercised in accordance with

its terms at any time on or before its expiration by giving Lessor notice of said exercise in writing.

The purchase price shall be \$136,900 (ONE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED DOLLARS). Both parties agree that the purchase price reflects a fair market value. Execution of this Option affirms the City of Medford's intent to sell said property in accordance with the Uniform Relocation Assistance of Real Property Acquisition Act (URA), and Lessor further attests that the sale of this property will not displace any individual, partnership, corporation or association. Terms of this Option are subject to all laws, regulations and conditions of the CDBG Agreement between Lessor and Lessee dated November 1, 2018.

The property is sold in **AS-IS** condition, including, but not limited to, any hazardous materials, substances or waste or environmental matters or conditions associated with the property. Purchaser hereby waives, releases and discharges forever seller from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, known and unknown, arising out of or in any way connected with hazardous materials, substances or waste or environmental matters or conditions affecting the property. Purchaser covenants and agrees not to sue seller in regard to any hazardous materials, substances or waste or environmental matters or conditions affecting the property.

Purchaser further acknowledges that seller has not, either directly or through any agent or representative, made any representations as to the condition or repair of the property or as to any other matters concerning the same. Purchaser acknowledges that no representations, warranties or verbal statements of any kind have been made to it except as set forth herein.

Purchaser agrees that it has ascertained from sources other than seller the applicable zoning, building, use and other regulatory ordinances and laws, and it accepts the property with full awareness of these ordinances and laws as they may affect the present or future use of the property, and seller has made no representations with respect thereto.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER

424, OREGON LAWS 2007 BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The closing of the sale shall take place in the office of Land America Lawyers Title, 1555 E McAndrews, #100, Medford, Oregon, no later than ninety (90) days after the date the option is exercised.

Real property taxes, insurance premiums and rents shall be prorated as of the date of closing.

Within ten (10) days after Lessee elects to exercise this option, each party agrees to furnish the other party a title insurance company's title report showing its willingness to issue title insurance and showing good and marketable title on each of the respective exchanged properties free and clear of any and all encumbrances except zoning ordinances, building restrictions, covenants, servitudes and easements of record. If title to either exchanged property is not marketable or cannot be made so within thirty (30) days after notice with a written statement of defects as delivered to the Seller of the applicable exchanged property, the option shall be of no further force and effect. As of closing, title to each exchanged property must be marketable as above provided and the party conveying the applicable exchanged property shall deliver a policy of title insurance to the party receiving the applicable exchanged property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

LESSEE

Youth71Five



Bud Amundsen

Executive Director

LESSOR

City of Medford

Gary H. Wheeler

Mayor

8 - LEASE

SUBSTANTIAL AMENDMENT No. 2
City of Medford 2017/18 Action Plan
Community Development Block Grant Program

Amendment dated May 17, 2018

CHANGE IN SCOPE OF A PROJECT

The proposed amendment is to add a new project utilizing unspent prior year entitlement and program income funds in the amount of \$24,429.78 that would be granted to Rogue Valley Youth for Christ (YFC) to rehabilitate the existing, City-owned Fire Station located at 1241 W. 8th Street. Pending final acquisition of the property, YFC would convert the facility to a multi-use community center focusing on serving the kids and families in the high-risk neighborhoods surrounding the facility. CDBG funds would be used to address important safety and building issues such as upgrading the windows and doors, removing a large tree that is damaging the building, and other upgrades required to meet current City Code and ADA standards.

Below are the highlights of the proposed Substantial Amendment No. 2 to the City of Medford 2017/18 Action Plan, pending approval by Medford City Council on June 21, 2018, and pending final approval by the US Department of Housing and Urban Development (HUD) thereafter.

2015-19 CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

Goal 3: Improve Living Conditions in by Addressing Community Development Projects that Improve Public Infrastructure, Public Facilities and Neighborhood Revitalization Over a Five Year Period.

Objective 3.1: Improve community infrastructure and facilities, reduce blighting influences, and preserve and build community through neighborhood revitalization in low/moderate income neighborhoods.

Strategy 3.1.2: Provide assistance to develop neighborhood facilities such as youth centers, senior centers, parks and recreation facilities, open space and community centers.

Planned Activity: CDBG funds would be used for rehabilitation of the building after Youth for Christ purchases the property from the City of Medford.

IDIS Matrix Code: 03D Youth Centers

National Objective Code: Low- to Moderate-Income Clientele (LMC) – youth as presumed benefit

Location: 1241 W. 8th Street, Medford, Oregon 97501

Organization: Rogue Valley Youth for Christ

Funding: \$24,429.78 in prior year unspent entitlement and program income funds.

Target Completion Date: 06/30/2019

Performance Objective: Create Suitable Living Environments

Performance Outcome: Availability/Accessibility

Indicator: Youth Served

Eligibility/National Objective Citation: 570.201(a) / 570.208(a)(3)

Appendix A

30-DAY PUBLIC COMMENT PERIOD
Tuesday, May 22, 2018 through Thursday, June 21, 2018

TO: MAIL TRIBUNE-LEGAL
PUBLISH: Tuesday, May 22, 2018

NOTICE OF OPENING OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING

Notice is hereby given that a 30-day public comment period for the City of Medford’s **Substantial Amendment No. 2 to the Community Development Block Grant (CDBG) 2017/18 Action Plan** will commence on Tuesday, May 22, 2018 and close on Thursday, June 21, 2018 to solicit citizen input regarding the substantial amendment. The City Council, City of Medford, will hold a public hearing on Thursday, June 21, 2018 at 6:00 p.m. in the City Hall, Council Chambers, 411 W 8th St, Medford, Oregon for the purpose of soliciting citizen input regarding the proposed substantial amendment.

The City of Medford is an entitlement city for CDBG program funds from the US Department of Housing and Urban Development (HUD) and is required to submit an annual Action Plan to HUD outlining the projects to be funded with current year and unspent prior year funds. A substantial amendment is required if major changes are made regarding the use of those funds. This substantial amendment involves one property acquisition change.

The substantial amendment is to add a new project utilizing unspent prior year entitlement and program income funds totaling \$24,429.78 that would be granted to Rogue Valley Youth for Christ (YFC) to rehabilitate the existing City-owned Fire Station located at 1241 W. 8th Street. Pending final acquisition of the property, YFC would convert the facility to a multi-use community center focusing on serving the kids and families in the high-risk neighborhoods surrounding the facility. CDBG funds would be used to address important safety and building issues such as upgrading windows and doors, removing a large tree that is damaging the building, and other upgrades required to meet current City code standards.

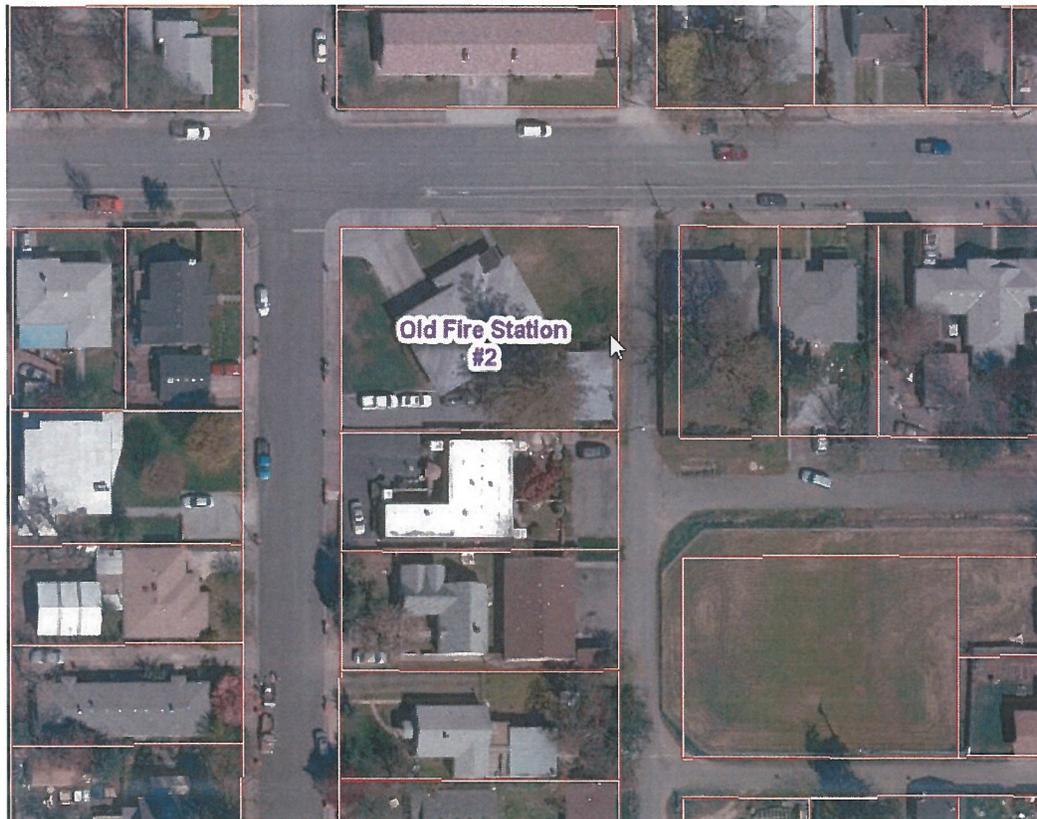
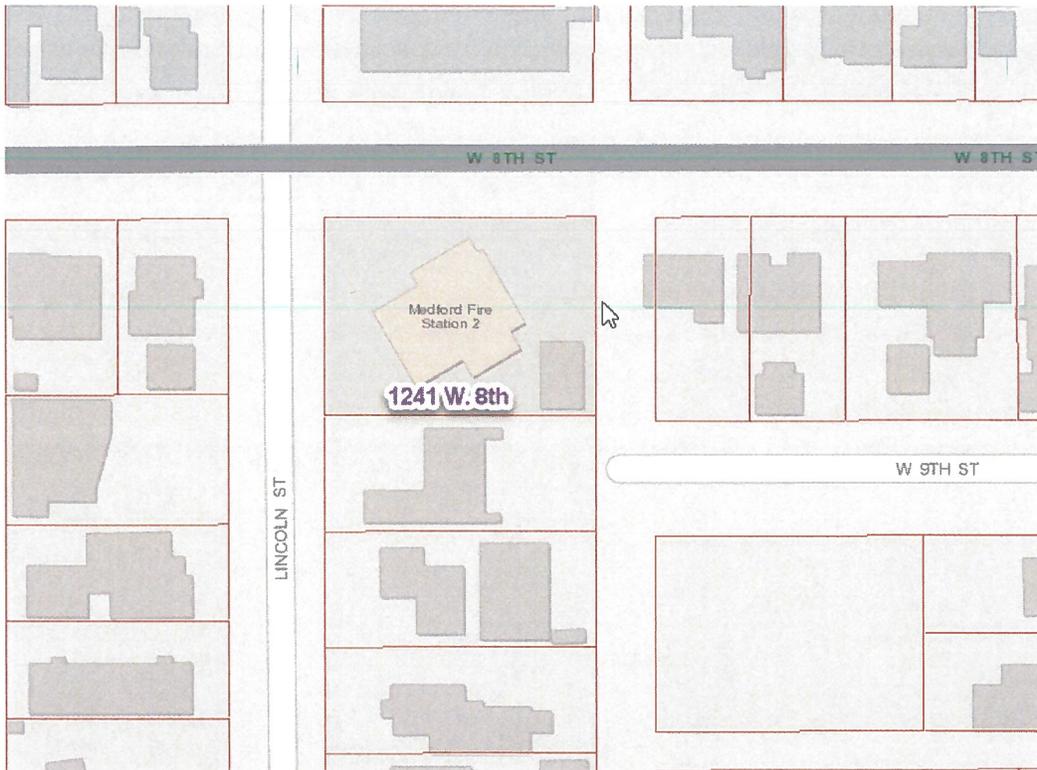
Copies of the City’s draft Substantial Amendment No. 2 to the 2017/18 Action Plan are available for public review at the Lausmann Annex, 200 S. Ivy Street, Medford, OR 97501 and on the City website at www.ci.medford.or.us. Please contact Angela Durant with the Planning Department at 541-774-2390 or angela.durant@cityofmedford.org to obtain a copy or to submit comments.

A summary of public comments will be incorporated into the final document prior to submission to HUD.

Angela Durant
City of Medford
Principal Planner - Housing and Community Development

* * * * *

Maps of Old Fire Station #2





**SOLICITATION OF INTEREST (SOI)
#17-018 CM
The City of Medford**

SALE OR LEASE OF THE OLD FIRE STATION #2 BUILDING LOCATED AT 1241 8TH STREET
MAP 372W25CA TAX LOT 11200

Issued: October 17, 2017

Submittal Deadline: FRIDAY, NOVEMBER 17, 2017 at 4:30 P.M.
NO LATE PROPOSALS WILL BE ACCEPTED

Contact: Kelly Madding, Deputy City Manager
541-774-2009
kelly.madding@cityofmedford.org



I. INTRODUCTION

The City of Medford is soliciting proposals from qualified parties interested in purchasing or entering into a lease agreement for the old Fire Station #2 (hereinafter referred to as “Fire Station”). The Fire Station is located at 1241 8th Street, Medford, Oregon.

II. PROPERTY

The Fire Station is a one-story building located at 1241 8th St., Medford, Oregon. The property known as Map 37-2W-25CA Tax Lot 11200 is bordered by West 8th Street to the north, Lincoln Street to the west and an alley connected to West 9th Street to the east. Built in the 1950’s the Fire Station was only recently vacated due to the construction of a new Fire Station #2. The Fire Station is approximately 2,219 square feet. The Fire Station parcel is approximately 0.33 acres.



III. LEASE

A. CITY GOALS - LEASING

During the September 7, 2017 City Council meeting the City Council discussed its goals for the Fire Station. The Council stated that they would consider either leasing or selling the Fire Station. While the list of goals below will be utilized by the City Council considering a lease, it is not an exhaustive list.

The list below is in no particular order.

- o The use(s) in the Fire Station will serve a broad community need.
- o The successful proposer will be in a financial position to pay for maintenance of the Fire Station and the property.
- o The entire building would be utilized.

B. REQUIREMENTS - LEASE

1. Each interested party must attend the scheduled mandatory site visit. Each interested party must sign in to record attendance at the mandatory site visit.
2. Each interested party will make a presentation of their proposal during the January 11, 2018 City Council meeting.
3. The terms of the offer and any negotiated agreements will be incorporated into the lease agreement. Lessee will be permitted to operate the Fire Station only as described in the agreement.
4. Lessee will be responsible for costs of and liabilities related to the use, operation, and security of the Fire Station.
5. Proposed use, operation, security, and maintenance of the Fire Station must be financially sustainable.
6. Lessee must comply with local, state, and federal laws, ordinances, codes, and regulations.

C. SPECIAL PROVISIONS - LEASE

1. Lessee will have exclusive rights to operate the Fire Station, conduct activities, and generate revenue from their approved use.

D. FORM OF SUBMISSION - LEASE

Section I – Executive Summary

In this section provide:

- A concise narrative summary of the proposal explaining how it meets the City's goals and objectives.
- A table of contents.

Section II – Organization or Company Profile

Overview

Provide a brief overview and history of the organization or company. Address its structure, size, and number of years in operation. Discuss your experience in operating similar types of facility or activities.

Personnel

Provide resumes of key personnel.

Financial Statements

Provide audited financial statements and audit opinions for the organization or company for the past three years. If audited statements are not available, submit compiled financial statements for the same period.

Litigation History

Provide a ten-year litigation history, for the company or organization and its principals, describing the nature of all claims and the disposition of each.

References

Provide references for the organization or company that are relevant in demonstrating your ability to successfully operate at the Fire Station. References may be contacted by the City.

In addition the City may use data obtained from other sources as well as data provided in this Section in the evaluation of past and present performance of the organization or company.

Section III - Proposed Use, Activities, Operation and Schedule

Proposed Uses and Activities

Submit information about the intended use of the Fire Station, including anticipated users and participants, anticipated days/hours of operation, and public and private uses.

Lease Term

Specify the lease term that you are seeking.

Section IV - Financial Information

Financial or Funding Capacity

Provide evidence of financial or funding capacity.

Provide evidence of future financial support to pay for operations and maintenance of the Fire Station.

Section V - Revenue to the City

Propose a lease payment amount and provide information regarding revenue from the operation of the Fire Station that would be shared with the City.

E. SELECTION CONSIDERATIONS - LEASE

The City will select the proposal that is determined to be most advantageous to the City. The interested parties' submissions will be evaluated based on the list of considerations below, however it is not an exhaustive list. As the City Council deliberates, there may be other factors that they will consider when making their decision. The City Council will have final discretion in selecting one or more interested parties.

- The degree to which the organization or company serves a broad community need;

- Lease payments; and
- The likelihood of continued operation.

IV. SALE

A. FORM OF SUBMISSION – SALE

Purchase price

B. SELECTION CONSIDERATIONS – SALE

The City will select the proposal that is determined to be most advantageous to the City. The interested parties' submissions will be evaluated based on the list of considerations below, however it is not an exhaustive list. The City Council will have the final discretion in selecting one or more interested parties.

- Purchase price amount.

V. SUBMISSION, SCHEDULE AND QUESTIONS

Mandatory Pre-proposal Walk Through: October 26, 2017 at 11:30 a.m.

Submissions are due on or before Friday, November 17, 2017 at 4:30 p.m.

Proposal Presentation to City Council, January 11, 2018 at 6:00 p.m. – for lease proposals only.

All questions must be directed to the contact below.

Submission packages shall be:

- 10 pages maximum in length;
- Delivered as 9 bound copies and 1 electronic (.PDF) to:

FIRE STATION #2 - SOLICITATION OF INTEREST
Ms. Kelly Madding
Deputy City Manager
City of Medford
411 W. 8th Street
Medford, OR 97501

(541) 774-2009
kelly.madding@cityofmedford.org

CITY OF MEDFORD GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF
PRODUCTS OR SERVICES BY THE CITY OF MEDFORD (CITY).

1. **SOI NOTIFICATION:** The City utilizes the following procedures for notification of SOI opportunities: the Medford Mail Tribune: www.mailtribune.com. These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the Interested Party's responsibility to verify the validity of all SOI information received by sources other than those listed.
2. **REQUIRED INFORMATION:** The City SOI packet contains various sections requiring completion. The SOI packet must be completed prior to the date and time set for SOI opening or the Interested Party may be found non-responsive.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE INTERESTED PARTIES:** The City of Medford may request other information sufficient to determine Interested Party's ability to meet these minimum standards including but not limited to:
 - a. Have adequate financial resources, or the ability to obtain such resources as required;
 - b. Have satisfactory record of performance; and
 - c. Have a satisfactory record of integrity and ethics.
4. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any SOIs or materials submitted in response to any SOI, quotation, or proposal.
5. **SOI WITHDRAWAL:** any SOI may be withdrawn at any time prior to the time fixed for receipt of responses, by providing written request to Kelly Madding at Medford City Hall located at 411 W. 8th St., Medford, OR 97501. The Interested Party or a duly authorized representative must execute the request. Withdrawal of a response will not prejudice the right of the Interested Party to file a new response. All responses shall be irrevocable for 30 calendar days from the day of the opening.
6. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the SOI process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records. The Interested Party shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the City as a result of this SOI.
7. **PUBLIC INTEREST:** The City reserves the right to reject any response to the SOI not in compliance with the SOI documents, or all prescribed public solicitation procedures and requirements, and the right to reject any or all SOI when it is in the public's best interest to do so. Written notice of rejection of all responses shall be sent to all Interested Parties.
8. **ADDENDA:** Any interpretations, corrections or changes to this SOI packet will be made by addenda. Sole issuing authority shall be vested in the City. Addenda will be sent to all who are known to have received a copy of this SOI packet. Interested Parties shall acknowledge receipt of all addenda or they may be declared non-responsive. After SOI closing date, any claims or misunderstanding in regard to the nature, quality or description of the item(s) to be supplied by this SOI will be considered waived.

9. **REVISED SOIS:** The SOI that is submitted last will supersede any previous versions.
10. **INSURANCE:** The City requires Lessee(s) to carry the minimum insurance as required by state laws, and insurance requirements.
11. **CLARIFICATION/PROTEST:** Any respondent requiring clarification or protesting any of the SOI requirements must submit specific questions in writing which must be received by Kelly Madding, Deputy City Manager at least five calendar days prior to the SOI opening date. Submit request in writing either by email, or delivery with envelope to the Kelly Madding, Deputy City Manager.
12. **PRESENTATION OF SOI- PAPER SUBMISSION:** Complete SOI packets must be presented to the City Manager's Office in a sealed envelope unless otherwise indicated.
13. **ALTERING SOS- PAPER SUBMISSION:** SOI prices cannot be altered or amended after submission deadline. Any inter-lineation, alteration, or erasure made before opening time must be initialed by the signer of the SOI, guaranteeing authenticity.
14. **LATE SOI - PAPER SUBMISSION:** SOI packets received in the City Manager's Office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for the lateness of mail carrier, weather conditions, etc.
15. **SOI SUMMARY SHEET:** SOI summary results will be made available forty-eight (48) hours after SOI opening. Interested Parties desiring a copy of the SOI summary sheet may view the results forty-eight hours (48) hours after the SOI opening at City Hall located at 411 W. 8th St., Medford, OR 97501, Room 310.
16. **EVALUATION:** SOIs/proposals will be evaluated as outlined in this SOI document.
17. **REJECTION OR ACCEPTANCE OF SOI:** The City reserves the right to waive technical defects, discrepancies, and minor irregularities, or not to award a contract when it finds such action to be in the public interest. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. ALL UNSIGNED BIDS MAY BE REJECTED.
18. **PROTESTS:** All protests regarding the SOI solicitation process must be submitted in writing to the Purchasing Manager within four (4) working days following the opening of SOIs. This includes all protests relating to advertising of SOI notices, deadlines, SOI opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

NOTICE OF PROPERTY SALE

www.ci.medford.or.us

NOTICE IS HEREBY GIVEN that at 6:00 o'clock p.m. on the 7th day of February, 2019, in the Medford City Council Chambers, 411 W. 8th Street, in the City of Medford, Oregon, there shall be a public hearing before the City Council of said city on the question of the sale of surplus property of a parcel of land 14,375 sq. ft. more or less, and building at 1241 W. 8th Street Medford, Oregon of Lot One (1) in Block Four (4) of Oak Grove Subdivision in the City of Medford known as 372W25CA Tax lot 11200. Property is no longer needed to operate city business and prospective purchaser will use the property for community services.

Any objection or remonstrance made in writing and filed with the City Recorder prior to the hearing will be considered.

RESOS\SV09-043.NOT



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.cityofmedford.org

DEPARTMENT: Finance **AGENDA SECTION:** Ordinances and Resolutions
PHONE: (541) 774-2030 **MEETING DATE:** February 7, 2019
STAFF CONTACT: Ryan Martin, CFO/Assistant City Manager

COUNCIL BILL 2019-08

A resolution adopting a sixth Supplemental Budget for the 2017-19 biennium.

SUMMARY AND BACKGROUND

Council is requested to consider a sixth supplemental budget for the 2017-2019 biennium which will affect the Risk Management Fund.

The total impact is a \$300,000 increase in appropriations for the 2017-2019 biennium. ORS 294.471 provides for a Supplemental Budget process. This supplemental budget is not being presented in a public hearing due to the fund not increasing by more than 10%.

PREVIOUS COUNCIL ACTIONS

June 15, 2017 – Council approved Resolution 2017-57 adopting the 2017-2019 biennial budget.

October 19, 2017 – Council approved Resolution 2017-122 adopting first supplemental budget for the 2017-2019 biennium.

December 7, 2017 – Council approved Resolution 2017-138 adopting a second Supplemental Budget for the 2017-2019 biennium.

June 7, 2018 – Council approved Resolution 2018-51 adopting a third Supplemental Budget for the 2017-2019 biennium.

September 20, 2018 – Council approved Resolution 2018-112 adopting a fourth Supplemental Budget for the 2017-2019 biennium.

December 20, 2018 – Council approved Resolution 2018-138 adopting a fifth Supplemental Budget for the 2017-2019 biennium.

ANALYSIS

Risk Management Fund (700):

Human Resources Department

The Human Resources department is requesting a supplemental budget to increase appropriations for a legal claim as well as part-time services for a human resources employee.

Risk Management requests to recognize refund revenue from the City's workers compensation insurer SAIF's dividends related to its performance and SAIF's refunds in the workers compensation early return to work program.

Its use is requested for \$262,000 in higher than expected cost of claims and litigation matters, and \$38,000 for temporary personnel services needed for coverage of medical leaves, turnover, and for the ongoing broad scope of safety/workers compensation, risk management/ADA work of the department.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.1

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Financial Impact to budget:

Revenues: \$300,000 increase to Refund Revenue line item

Expenses: \$262,000 increase to Claims Expense line item

\$ 38,000 increase to the Temporary Expense line item

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The proposed resolution will increase appropriations as follows:

Fund	Existing Appropriations	New Appropriations
700	\$	300,000
	\$	300,000

TIMING ISSUES

None

COUNCIL OPTIONS

Approve the resolution as presented.

Modify the resolution as presented.

Deny the resolution as presented and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the resolution

SUGGESTED MOTION

I move to approve the resolution as outlined in the attached exhibit.

EXHIBITS

Resolution

Supplemental Budget Request

RESOLUTION NO. 2019-08

A RESOLUTION adopting a sixth Supplemental Budget for the 2017-19 biennium.

WHEREAS, a supplemental budget is required to change appropriations in certain circumstances under ORS 294.471; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON:

SECTION 1. The City Council hereby adopts a sixth Supplemental Budget for the 2017-19 biennium.

SECTION 2. The City Council hereby makes the new appropriations and transfers of appropriations for the 2017-19 biennium in the amounts and for the purposes shown on the Supplemental Budget Adjustment form which is attached hereto as Exhibit A and incorporated herein by reference.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2019.

ATTEST: _____
City Recorder

Mayor

CITY OF MEDFORD

SUPPLEMENTAL BUDGET REQUEST PER ORS 294.471

Requesting Department: Finance

Biennium **BN2017-19**

Date of Proposed Council Action: February 7, 2019

Date **January 25, 2019**

Explanation of Requested Transfer: See AIC

Account Number	Description	Project Number	Debit	Credit
Police Department	HIDTA Grant			
700 0000 - 471 0102	Refunds (Receipts)	PHI0087100-4105		300.000
700 1410 - 630 2204	Claims Liability	PHI0087100-1002	262.000	
700 1410 - 610 1005	Temporary Wages	PHI0087100-2101	38.000	
TOTALS			300,000	300,000

Ryan Martin

 Chief Financial Officer

Approved by

Ben Sp...

 City Manager