

CITY OF GRANTS PASS
 COUNCIL AGENDA
 July 6, 2016
 6 p.m. City Council Meeting
 Council Chambers - 101 N.W. "A" Street



MAYOR: Darin Fowler

CITY COUNCIL MEMBERS:

<i>Ward 1</i>	<i>Ward 2</i>	<i>Ward 3</i>	<i>Ward 4</i>
Dan DeYoung Roy Lindsay	Valerie Lovelace Rick Riker	Ken Hannum Dennis Roler	Vacant Vacant

Invocation

Flag Salute

Roll Call

Presentations: Honor former Councilor Shonna Bouteller
 Government Finance Officer's Association Award

1. PUBLIC COMMENT. This is the time for citizens to address the Council about an issue that is not a pending agenda item. Because your comment will not concern an agenda item, neither Council members nor staff will be able to take action at this time. The Council will usually refer the matter for a staff analysis or schedule the item for a future Council meeting. If you have a complaint, or concerns about a city service or activity, it is best to direct your concerns to the appropriate Department Director or City Manager's office before bringing it to the Council so that staff can help you. Please remember to address your comments to the Council rather than to City staff or audience members.

You will have three minutes to speak. Please fill out the small blue sheet and give it to the Mayor or a staff person before the beginning of the meeting. The Mayor will call on you during this section of the Agenda. If you prefer, you may put your comments in writing and give them to the Mayor or City Manager. Your comments will be given to the Council.

2. PUBLIC HEARINGS

- a. Ordinance amending a public installed Advance Financing District (TR4360) for Grandview Avenue Improvements. **Pgs. 1-12**

3. CONSENT AGENDA (Items included are of such routine nature or without controversy so that they may be approved with a single action).

****Indicates short Staff presentation and Council comment.***

- a. Resolution acknowledging voter approval of Ordinance No. 16-5670, annexing properties to the municipal boundaries. **Pgs. 13-22**

- b. Motion approving the minutes of the City Council meeting of June 15, 2016. **Pgs. 23-28**
- c. Motion approving the minutes of the City Council special meeting of June 20, 2016. **Pgs. 29-30**
- d. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of June 8, 2016. **Pgs. 31-36**
- e. Motion acknowledging the minutes of the Parks Advisory Board meeting of March 10, 2016. **Pgs. 37-38**
- f. Motion acknowledging the minutes of the Urban Tree Advisory Committee meeting of May 9, 2016. **Pgs. 39-40**
- g. Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of May 10, 2016. **Pgs. 41-42**

4. COUNCIL ACTION

- a. Ordinance amending Grants Pass Municipal Code Chapter 9.21 Sign Standards, Sections 9.21.610, 9.21.630 and 9.21.640, 9.21.650 ~ Temporary Political Signs. **Pgs. 43-50**
- b. Resolution authorizing the City Manager to amend the franchise agreement with Southern Oregon Sanitation. **Pgs. 51-120**
- c. Resolution authorizing the City Manager to enter into an agreement with the FCS Group for utility rate and system development charge studies. **Pgs. 121-130**
- d. Resolution authorizing the City Manager to proceed with the Reinhart Volunteer Park Irrigation System Conversion project. **Pgs. 131-134**
- e. Resolution authorizing the City Manager to release budgeted FY'17 funds to "Hearts With A Mission" youth shelter. **Pgs. 135-138**
- f. Resolution authorizing the City Manager to release budgeted FY'17 funds to the Grants Pass Sobering Center. **Pgs. 139-142**

5. APPOINTMENTS

- a. Appoint a member to the Historical Buildings and Sites Commission. **Pgs. 143-147**

6. ADJOURN THE CITY COUNCIL MEETING AND CONVENE THE URBAN RENEWAL AGENCY MEETING

- a. Resolution of the City of Grants Pass Urban Renewal Agency sending the proposed Grants Pass Urban Renewal Plan – 2016 out for public review.
Pgs. 148-229
7. ADJOURN THE URBAN RENEWAL AGENCY MEETING AND RECONVENE THE CITY COUNCIL MEETING
8. MATTERS FROM MAYOR, COUNCIL AND STAFF
 - a. Review Mayor/Council emails. None.
 - b. Committee Liaison reports.
9. EXECUTIVE SESSION 192.660 (2) (Executive session is held to discuss one of the following subjects: (a) Employment of Public Officers, (b) Dismissal or discipline of Public Officers/Employees, (c) Public Medical Staff, (d) Labor negotiations (news media not allowed without specific permission), (e) Real property transactions-negotiations, (f) To consider information or records that are exempt by law from public inspection, (h) With city attorney re: rights/duties, current-likely litigation, (i) Performance Evaluations of Public Officers, (j) Public Investments...)

None Anticipated
10. ADJOURN

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate person with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations at least 48 business hours prior to the meeting. To request these arrangements, please contact Karen Frerk, City Recorder at (541) 450.6000.

Ordinance amending a public installed Advance
Financing District (TR4360) for Grandview
Item: Avenue Improvements.

Date: July 6, 2016

SUBJECT AND SUMMARY:

Prior to 2005, Grandview Avenue was a congested road that was dangerous for non-vehicular traffic. This project widened Grandview Avenue, from Harbeck Road to Haviland Drive, to a 36-foot-wide road that safely serves pedestrians as well as bicycles.

A public hearing needs to occur followed by consideration of an amending ordinance. If approved, this ordinance would amend a public installed Advance Financing District (AFD) to relieve burdens to property owners and assist in reimbursing the project.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal to maintain, operate and expand **INFRASTRUCTURE** to meet community needs by ensuring our storm, sidewalk and street facility infrastructure needs are met in a fiscally sound, efficient, and regulatory compliant manner.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A

BACKGROUND:

The City Council adopted Resolution No. 4825 in June of 2004 notifying property owners along Grandview Avenue that an AFD would be formed for the improvements to the roadway. The work on the roadway was completed in early 2005 and final costs were used to finalize the AFD which was adopted by Council as Ordinance No. 5284.

The original calculated assessments were excessively high for some properties in the District, which created an unfair burden for those properties electing to develop and/or sell their property. The new calculated assessments are based on the most recent Reimbursement District Ordinance (Ord. No. 5439) and reflect a "per dwelling unit" assessment making the assessments more fair and equitable.

In accordance with Chapter 9.40 of the Municipal Code, the City gave regular notice of the hearing to property owners on the amending of AFD No. TR4360 and the amended final assessments to be levied in the District. This hearing allows for public comment

ITEM: 2.a. ORDINANCE AMENDING A PUBLIC INSTALLED ADVANCE
FINANCING DISTRICT (TR4360) FOR GRANDVIEW AVENUE
IMPROVEMENTS.

Staff Report (continued):

and questions. A public hearing must be held prior to adoption of the amended ordinance.

After the public hearing, staff recommends that Council adopt the amended final ordinance for street improvements installed in Grandview Avenue from Harbeck Road to Haviland Drive. Street reconstruction, curb, gutter, sidewalks, bike lanes and storm drain lines were installed as part of this project.

Staff has determined that no properties in the District received specific benefit from a street class higher than a Local Street with a 3" asphalt depth and 5' sidewalks. Therefore, staff calculated AFD costs for a Local Street for properties in the District based on a reduction proportionate to Local Street construction costs using the deferred development calculation based on linear feet of the installed improvements. This resulted in a lower assessment amount of \$619,484.50 instead of the full original District amount of approximately \$1.5 million.

AFD area calculations for residential properties were allocated using the maximum number of calculated dwelling units (acres x maximum density x 64%) per Ordinance No. 5439 and Section 9.40.110 of the Municipal Code.

Reimbursement for street improvements shall be due and payable at the time of issuance of a building permit for a new facility or the expansion of 50% of the square footage of a building; or a development permit or the filing of a plat when such a permit or plat is required, whichever occurs first. The reimbursement for the street improvements shall not be required if the facility being expanded is a residence and if the expansion adds less than 500 square feet of living area. Additionally, the reimbursement for the street improvements shall not be required for the expansion of the single family or duplex residence, regardless of size of the expansion, if the property does not take access from the street included in the AFD unless the property was part of a parent parcel included in the District prior to development.

Staff has prepared amended final costs for the AFD and notified the existing property owners.

COST IMPLICATION:

The funds collected under this ordinance, which are to come to the City of Grants Pass, will go into the appropriate Transportation Fund for the construction of future street improvements.

Per Section 9.40.120 of the Municipal Code, "Reimbursements shall be increased by an annual Construction Index rate equal to the average of the previous three years annual CPI for West Coast cities, calculated on an annual basis November through October. This rate shall be established each January and shall be used for all Districts created in that calendar year. The rate shall be set forth by Council in the final Advance Finance District Ordinance. The Construction Index shall be calculated from the date the Council adopts the final AFD Ordinance to the date of payment of the reimbursement."

Staff Report (continued):

The rate for this Advance Finance District is 1.31% for the first ten years and 0.00% thereafter.

ALTERNATIVES:

- Approve the amended final ordinance allowing the City to recover a reduced portion of the costs associated with the street improvements;
 - Revise the amended final ordinance as Council deems appropriate; or
 - Reject the amended final ordinance and leave the existing final ordinance in place.
-

RECOMMENDED ACTION:

It is recommended the Council adopt the Grandview Avenue Improvements Advance Financing District amended final ordinance for street improvements in Grandview Avenue from Harbeck Road to Haviland Drive.

POTENTIAL MOTION:

I move to approve the Ordinance amending the Grandview Avenue Improvements District (TR4360).

ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING A PUBLIC INSTALLED ADVANCE FINANCING DISTRICT (TR4360) FOR GRANDVIEW AVENUE IMPROVEMENTS.

WHEREAS:

1. Ordinance No. 5140, adopted July 3, 2002, amended Municipal Code Chapter 9.40 regarding Advance Financing Districts for public improvements; and
2. Ordinance No. 5439, adopted April 7, 2008, further amended Municipal Code Chapter 9.40 to allow for the creation of Reimbursement Districts for public improvements and the methodology for calculation of reimbursements for intervening residential properties on a "per dwelling unit" basis; and
3. In accordance with Chapter 9.40, the City gave regular notice of the hearing on the intent to form Advance Financing District No. TR4360, which pertained to the installation of street improvements in Grandview Avenue from Harbeck Road to Haviland Drive and the estimated assessments proposed to be levied in the District; and
4. A public hearing was held, pursuant to the notice, by the City Council at the Council Chambers at 101 N.W. "A" Street, Grants Pass, June 2, 2004, adopting Resolution No. 4825; and
5. In accordance with Chapter 9.40, the City gave regular notice of the hearing on the finalization of Advance Financing District No. TR4360, which pertained to the installation of street improvements in Grandview Avenue from Harbeck Road to Haviland Drive and the final assessments to be levied in the District; and
6. A public hearing was held, pursuant to the notice, by the City Council at the Council Chambers at 101 N.W. "A" Street, Grants Pass, April 6, 2005 adopting Ordinance No. 5284; and
7. In accordance with Chapter 9.40, the City gave regular notice of the hearing on the amendment of Advance Financing District No. TR4360, which pertains to the installation of street improvements in Grandview Avenue from Harbeck Road to Haviland Drive and the amended final assessments to be levied in the District; and
8. This public hearing was held, pursuant to the notice, by the City Council at the Council Chambers at 101 N.W. "A" Street, Grants Pass, July 6, 2016; and
9. The Council has determined this ordinance amendment is in the best interest of affected property owners and the City.

NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS:

Section 1. The City Council hereby finds and determines the public street improvements installed in Grandview Avenue are recognized as an Advance Financing District and a portion of the costs thereof are reimbursable by those properties benefitting by said improvements.

Section 2. The Council hereby determines Advance Financing District No. TR4360 includes all of the properties described on the map marked Exhibit 'A', which is attached hereto and incorporated herein.

Section 3. The amount of reimbursement for those properties which have specific benefit shall be as set forth in Exhibit 'B', which is attached hereto and incorporated herein.

Section 4. The Council does hereby levy and impose a special assessment on each property in the District and in the amended amounts as described and set forth in Exhibit 'B'.

Section 5. The Council hereby determines the properties to be specially benefitted by street improvements shall be those applying for a building permit for a new facility or the expansion of 50% of the square footage of a building; or when a development permit is issued or a plat is filed, whichever occurs first. The reimbursement for street improvements shall not be required if the facility being expanded is a residence and if the expansion adds less than 500 square feet of living area. The amount of reimbursement is set forth in Exhibit 'B' which reflects the amended final costs for the installation of street improvements, which exhibit is attached hereto and incorporated herein.

Section 6. The Council hereby determines that the public street improvements were an investment by public sector funds and repayment from the benefited properties shall be increased by an annual Construction Index Rate calculated from the date the Council adopts this amended ordinance to the date of payment of the reimbursement pursuant to 9.40.120 of the Municipal Code. The monies collected will be returned to the appropriate Transportation Fund. The rate for this reimbursement district is 1.31% for the first 10 years and 0.00% thereafter.

Section 7. The Council further determines that this District shall be continued in perpetuity unless terminated by the Council, per Ordinance No. 5439 and Section 9.40 of the Grants Pass Municipal Code.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016, with the following specific roll call vote.

AYES:

NAYES:

ABSTAIN:

ABSENT:

SUBMITTED to and _____ by the Mayor of the City of Grants
Pass, Oregon, this _____ day of July 2016.

Darin Fowler, Mayor

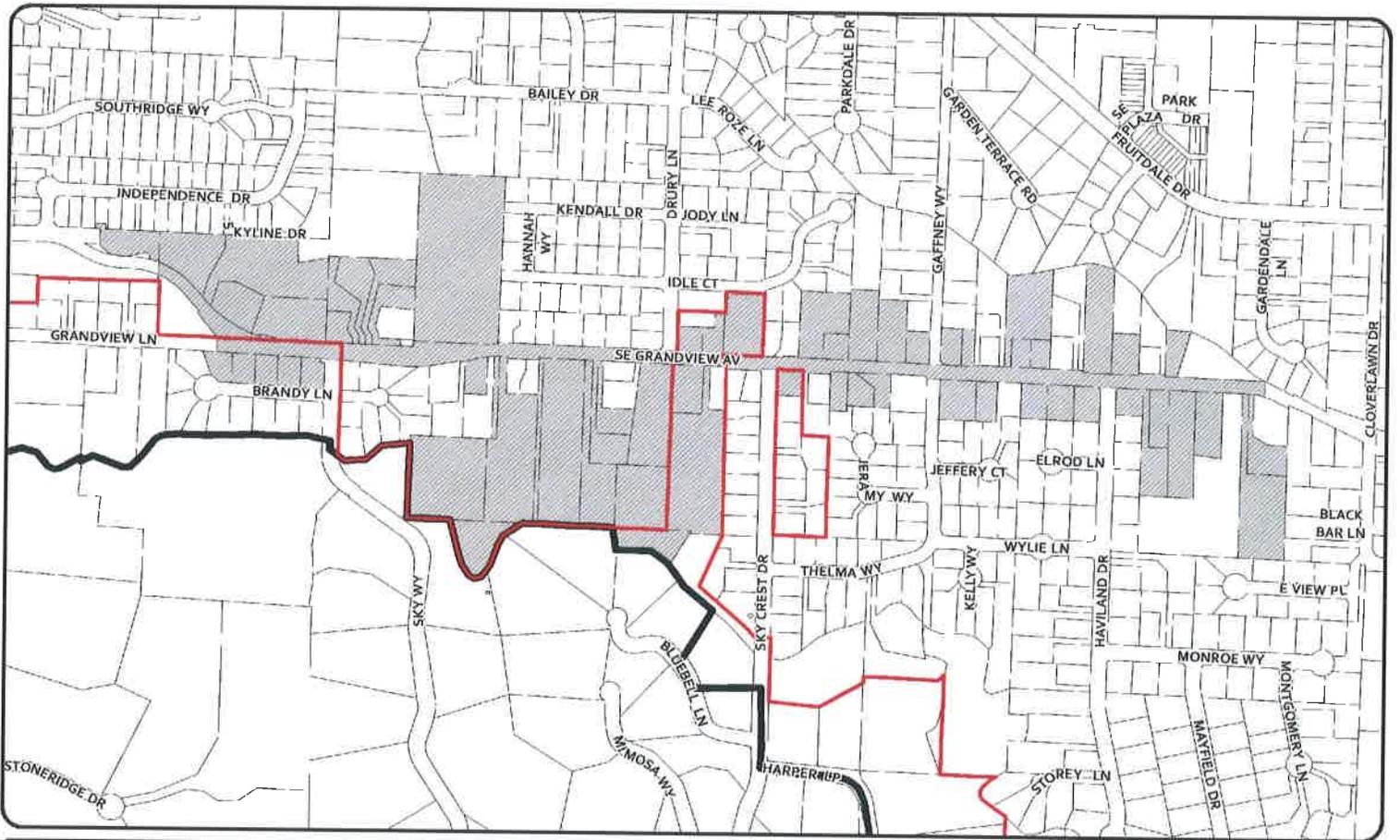
ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____





**Grandview Avenue
Improvements**
Advance Finance District
EXHIBIT "A"

LEGEND

City Limits	Tax Parcels
UGB	AFD Boundary

0 300 600 1,200 Feet



CITY OF GRANTS PASS
Parks & Community Development Dept.
101 Northwest "A" Street
Grants Pass, OR 97526
Phone: (541) 450-6060
Fax: (541) 476-9218
Web: www.grantspassoregon.gov



GPGIS • 06/27/2016

DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.

GRANDVIEW AVENUE IMPROVEMENTS
ADVANCE FINANCED DISTRICT
PROJECT NO. TR4360
 Resolution No. 4825, Ordinance No. 5284
Recalculation of Residential Assessments to Per Dwelling Unit based on Reimbursement District Ordinance No. 5439 Methodology

PROPERTY OWNER / MAILING ADDRESS	MAP & TAX LOT # / SITUS ADDRESS	ZONING	FRONT FOOTAGE	ACREAGE	CALCULATED DWELLING UNITS	ORIGINAL / AMENDED FINAL STREET ASSESSMENT	ORIGINAL / AMENDED FINAL STREET ASSESSMENT PAID? (YES/NO)	RECALCULATED FINAL TOTAL STREET ASSESSMENT
1 ALLEN, ROBERT S & CELIA ANNE 946 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/001900 926 GRANDVIEW AVE	R-1-8	81	0.25	1.00	\$14,575.59	NO	\$3,112.99 PER DWELLING UNIT
2 ALLEN, ROBERT S & CELIA ANNE 946 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/001901 946 GRANDVIEW AVE	R-1-8	150	0.81	3.00	\$33,001.21	NO	\$3,112.99 PER DWELLING UNIT
3 BISSENETTE, TIMOTHY A & EDITH M 1198 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-AB/001202 1198 GRANDVIEW AVE	R-1-8	104	0.38	1.00	\$19,519.00	NO	\$3,112.99 PER DWELLING UNIT
4 THOMAS, CHARLES WAYNE & BARBARA ANN 4010 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/001100 1040 GRANDVIEW AVE	R-1-8	110	0.69	2.00	\$25,952.06	NO	\$3,112.99 PER DWELLING UNIT
5 BONNEY LIV TRUST, EMILY O %BONNEY, EMILY O TRUSTEE 1004 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/001200 1026 GRANDVIEW AVE	R-1-8	95	0.21	1.00	\$15,794.87	NO	\$3,112.99 PER DWELLING UNIT
6 BONNEY LIV TRUST, EMILY O %BONNEY, EMILY O TRUSTEE 1004 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/001202 1004 GRANDVIEW AVE	R-1-8	95	0.89	3.00	\$27,521.67	NO	\$3,112.99 PER DWELLING UNIT
7 HUFFMAN, JONATHAN T & BRITTANY D 412 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-30-AA/000400 412 SE GRANDVIEW AVE	R-3	81	0.51	5.00	\$19,480.63	NO	\$3,112.99 PER DWELLING UNIT
8 REED, JACQUELINE R AND JUDITH E & GEORGE C BRAZILLE 1223 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-AB/002400 1223 GRANDVIEW AVE	R-1-10	25	0.59	1.00	\$13,239.09	NO	\$3,112.99 PER DWELLING UNIT
9 SELVIG, RACHELE & KELLY 732 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/000601 732 GRANDVIEW AVE	R-1-8	0	0.37	1.00	\$9,249.65	YES	\$0.00 PREVIOUSLY PAID
10 SELVIG, RACHELE & KELLY 732 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/000607 GRANDVIEW AVE	R-1-8	50	0.03	0.00	\$7,080.33	YES	\$0.00 PREVIOUSLY PAID
11 LEAVITT, LUCKY EVELYN 2306 HAVILAND DR GRANTS PASS, OR 97527	36-05-29-BB/001600 887 GRANDVIEW AVE	R-1-8	0	1.12	4.00	\$19,341.38	NO	\$3,112.99 PER DWELLING UNIT
12 HAVENS, CHRISTOPHER 152 BRANDY LN GRANTS PASS, OR 97527	36-05-30-AA/001114 152 BRANDY LN	R-1-8	87	0.23	1.00	\$4,887.86	NO	\$3,112.99 PER DWELLING UNIT

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24	HESS LOVING TRUST %HESS, RANDY & JOYCE A NEWTON TRUSTEES 1049 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/002525 1051 GRANDVIEW AVE	R-1-8	139	0.23	1.00	\$21,289.44	NO	\$3,112.99 PER DWELLING UNIT
25	HODGES FAMILY TRUST %HODGES, MARLA J TRUSTEE 767 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/001001 767 GRANDVIEW AVE	R-1-8	89	0.26	1.00	\$15,429.33	NO	\$3,112.99 PER DWELLING UNIT
26	HOWLAND, ROBERT J & GINA 174 BRANDY LN GRANTS PASS, OR 97527	36-05-30-AA/001113 174 BRANDY LN	R-1-8	87	0.23	1.00	\$4,887.86	NO	\$3,112.99 PER DWELLING UNIT
27	JENKINS, LYNDA M & COLLEEN L MCGINNIS 1271 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-AB/002700 1271 GRANDVIEW AVE	R-1-10	20	0.37	1.00	\$7,975.09	NO	\$3,112.99 PER DWELLING UNIT
28	DONOVAN, RANDY 971 IDLE CT GRANTS PASS, OR 97527	36-05-29-BA/001205 971 & 973 IDLE CT (PREVIOUSLY 888 GRANDVIEW AVE)	R-1-8	0	0.20	1.00		YES	\$0.00 PREVIOUSLY PAID
29	FASZER, DWIGHT & LANA 1634 NE BEVERLY DR GRANTS PASS, OR 97526	36-05-29-BA/001221 982 SE GRANDVIEW AVE (PREVIOUSLY PART OF LOT 1205)	R-1-8	43	0.20	1.00	\$19,368.57	YES	\$0.00 PREVIOUSLY PAID
30	DOTY LIV TRUST, JAMES & PHYLLIS %DOTY, JAMES D & PHYLLIS L TRUSTEES 3580 RICHARD CT UKIAH, CA 95482	36-05-29-BB/001400 891 GRANDVIEW AVE	R-1-8	121	1.25	4.00	\$36,513.48	NO	\$3,112.99 PER DWELLING UNIT
31	KVIDERA, MILO G & TONI N 233 ROGUE RIVER HWY #62 GRANTS PASS, OR 97527	36-05-29-AB/001101 1220 GRANDVIEW AVE	R-1-8	46	0.23	1.00	\$9,613.32	NO	\$3,112.99 PER DWELLING UNIT
32	KING, HAZEL J 935 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BA/002102 935 GRANDVIEW AVE	R-1-8	60	0.23	1.00	\$11,439.04	YES	\$0.00 PREVIOUSLY PAID
33	LINDEMANN, MARY JO 110 BRANDY LN GRANTS PASS, OR 97527	36-05-30-AA/001116 110 BRANDY LN	R-1-8	92	0.25	1.00	\$5,183.36	NO	\$3,112.99 PER DWELLING UNIT
34	JESINGHAUS, JAMES L PO BOX 310 MURPHY, OR 97533	36-05-29-AB/001201 1176 GRANDVIEW AVE	R-1-8	108	0.98	3.00	\$30,248.83	NO	\$3,112.99 PER DWELLING UNIT

**GRANDVIEW AVENUE IMPROVEMENTS
ADVANCED FINANCED DISTRICT
PROJECT NO. TR4360**
Resolution No. 4825, Ordinance No. 5284
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47	OLIVER, DONALD R & JENNIFER C 807 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/001200 807 GRANDVIEW AVE	R-1-8	158	2.44	9.00	\$61,773.92	NO	\$3,112.99 PER DWELLING UNIT
48	O'DONNELL, BLAKE R 1151 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-AB/002201 1151 GRANDVIEW AVE	R-1-10	100	0.31	1.00	\$17,798.66	NO	\$3,112.99 PER DWELLING UNIT
49	RAUB, BENNIE H & MARELLA M 1852 HAVILAND DR GRANTS PASS, OR 97527	36-05-29-AB/002203 1852 HAVILAND DR	R-1-10	100	0.31	1.00	\$17,752.61	NO	\$3,112.99 PER DWELLING UNIT
50	SCHAFFER, STEVEN D 588 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/000603 588 GRANDVIEW AVE	R-1-8	25	0.50	1.00	\$17,366.13	NO PROPERTY DEVELOPED WITHOUT PAYING AFD	\$3,112.99 PER DWELLING UNIT
51	SOY, CHRISTOPHER L & KERI J 1872 GAFFNEY WAY GRANTS PASS, OR 97527	36-05-29-BA/000900 1872 GAFFNEY WAY	R-1-8	90	0.19	1.00	\$14,628.47	NO	\$3,112.99 PER DWELLING UNIT
52	PASCOE, KENNETH T & GLORIA HUGHES-KIRK 570 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/000604 570 GRANDVIEW AVE	R-1-8	25	0.53	2.00	\$17,884.20	NO	\$3,112.99 PER DWELLING UNIT
53	TIDWELL, COLEMAN MIDDLETON & MARY CHRISTINE 7947 REDTHORNE RD ROGUE RIVER, OR 97537	36-05-29-AB/002006 1119 GRANDVIEW AVE	R-1-8	79	0.24	1.00	\$13,981.30	NO	\$3,112.99 PER DWELLING UNIT
54	LEAIR, JASON & LARRY 1107 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-AB/002007 1107 GRANDVIEW AVE	R-1-8	140	0.41	1.00	\$24,460.11	NO	\$3,112.99 PER DWELLING UNIT
55	SMOLINSKI, HENRY P & JOSEPHINE 787 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/001090 GRANDVIEW AVE	R-1-8	20	0.15	1.00	\$6,307.76	NO	\$3,112.99 PER DWELLING UNIT
56	SMOLINSKI, HENRY P & JOSEPHINE 787 GRANDVIEW AVE GRANTS PASS, OR 97527	36-05-29-BB/001100 787 GRANDVIEW AVE	R-1-8	30	2.06	8.00	\$38,083.28	NO	\$3,112.99 PER DWELLING UNIT
57	STONE, WILLIAM K PO BOX 22 GRANTS PASS, OR 97528-0003	36-05-29-AB/001000 1236 GRANDVIEW AVE	R-1-8	337	0.70	2.00	\$54,510.46 (-\$18,476.50 DEPOSIT) \$36,034.96 NET	YES \$18,475.50 DEPOSIT	\$0.00 PER DWELLING UNIT
58	MEWHINNEY, TERRY WAYNE 3020 NEW HOPE RD GRANTS PASS, OR 97527	36-05-29-BA/002303 101 SKY CREST DR	R-1-8	100	0.23	1.00	\$16,364.86	NO	\$3,112.99 PER DWELLING UNIT

**GRANDVIEW AVENUE IMPROVEMENTS
ADVANCE FINANCED DISTRICT
PROJECT NO. TR4360**

Resolution No. 4825, Ordinance No. 5284

Recalculation of Residential Assessments to Per Dwelling Unit based on Reimbursement District Ordinance No. 5439 Methodology

PROPERTY OWNER / MAILING ADDRESS		MAP & TAX LOT # / SITES ADDRESS	ZONING	FRONT FOOTAGE	ACREAGE	CALCULATED DWELLING UNITS	ORIGINAL / AMENDED FINAL STREET ASSESSMENT	ORIGINAL / AMENDED FINAL STREET ASSESSMENT PAID? (YES/NO)	RECALCULATED FINAL TOTAL STREET ASSESSMENT
71	GRANDVIEW EQUITIES, LLC 3126 STATE ST #200 MEDFORD, OR 97504	36-05-30-AA/000500 422 GRANDVIEW AVE <small>(PREVIOUSLY COMBINED W/ LOT 503)</small>	R-3	285	0.96	10.00	\$53,670.29	NO	\$3,112.99 PER DWELLING UNIT
72	GRANDVIEW EQUITIES, LLC 3126 STATE ST #200 MEDFORD, OR 97504	36-05-30-AA/000503 432 GRANDVIEW AVE <small>(PREVIOUSLY COMBINED W/ LOT 502)</small>	R-3	46	1.89	21.00	\$38,310.39	NO	\$3,112.99 PER DWELLING UNIT
73	BRITTON LIV TRUST, ROBERT R & DEBBIE ANN %BRITTON, ROBERT R & DEBBIE ANN TRUSTEES 202 LAUER WAY GRANTS PASS, OR 97526	36-05-30-AA/000502 424 GRANDVIEW AVE <small>(PREVIOUSLY COMBINED W/ LOT 504)</small>	R-3	215	0.90	10.00			\$3,112.99 PER DWELLING UNIT
74	BRITTON LIV TRUST, ROBERT R & DEBBIE ANN %BRITTON, ROBERT R & DEBBIE ANN TRUSTEES 202 LAUER WAY GRANTS PASS, OR 97526	36-05-30-AA/000504 420 GRANDVIEW AVE <small>(PREVIOUSLY COMBINED W/ LOT 502)</small>	R-3	186	0.58	6.00	\$66,420.22	NO	\$3,112.99 PER DWELLING UNIT
			STREET IMP. TOTAL						
			Street Residential Property Totals		5,837	45.74			
			Street Non-Residential Property Totals		5,837	45.74	1,467,088.75	NA	NA
					0	0.00	NA	NA	NA

STREET IMP. FINAL PROJECT COST
1/2 cost per Front Foot for Non-Residential \$0.00
1/2 cost per Acre for Non-Residential \$0.00
Total Residential Cost \$619,484.50
Total Non-Residential Cost \$0.00

SUMMARY

Total District Acreage	45.74
Total District Front Footage	5,837
Maximum Density Determined by Zoning Classification (R-1-8)	6.22
Maximum Density Determined by Zoning Classification (R-1-10)	4.84
Maximum Density Determined by Zoning Classification (R-3)	17.4
Street Residential Cost Per Dwelling Unit = Total Street Residential Cost / Calculated Dwelling Units (\$619,484.50 / 199)	\$3,112.99
Street Imp. Residential Cost = 50% Total Approved Street Cost x Total Street Residential Property Frontage / Total Street District Frontage + 50% Total Approved Street Cost x Total Street Residential Property Acreage / Total Street District Acreage	\$619,484.50
Street Imp. Non-Residential Cost = Total Approved Street Cost - Total Street Residential Cost (\$619,484.50 - \$619,484.50)	\$0.00

Resolution acknowledging voter approval of
Ordinance No. 16-5670, annexing properties
Item: to the municipal boundaries.

Date: July 6, 2016

SUBJECT AND SUMMARY:

This resolution formally acknowledges the annexation of properties approved by the voters in the May 2016 election.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council goal to facilitate **SUSTAINABLE, MANAGEABLE GROWTH**, through Objective 5: Review annexation policy and identify areas for annexation.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A. State law does not specify how soon after voter approval the Council must adopt the resolution proclaiming the annexation.

Once this resolution is adopted, staff must meet deadlines for filing the annexation and providing notification to agencies. The voter abstract must also be available and included with some of the filings, together with a copy of the resolution proclaiming the annexation. The effective date of the annexation is the date the proclamation and required materials are filed with the Secretary of State's office. Also, the annexation filing must be received by the Oregon Department of Revenue by March 31 for property tax changes to be effective in that year. For this annexation, tax changes will occur in 2017.

BACKGROUND:

In February, the Council adopted Ordinance No. 16-5670 annexing properties, subject to approval by city voters in accordance with the City Charter, and placing the annexation on the ballot for the May 2016 election. City voters approved the annexation. This resolution formally acknowledges the voter approval and declares the annexation approved, to be effective upon filing with the Secretary of State as specified in Oregon Revised Statutes.

ORS 222.170(3) provides: If the city legislative body has not dispensed with submitting the question to the electors of the city and a majority of the votes cast on the proposition within the city favor annexation...the legislative body, by resolution or ordinance, shall set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

ITEM: 3.a. RESOLUTION ACKNOWLEDGING VOTER APPROVAL OF
ORDINANCE NO. 16-5670, ANNEXING PROPERTIES TO THE
MUNICIPAL BOUNDARIES.

Staff Report (continued):

COST IMPLICATION:

The following information was provided in February when the City Council approved the Ordinance 16-5670 which annexed the property subject to voter approval:

City revenues increase in the following ways through annexation: City property tax (dedicated to Public Safety services), additional state revenue funds (allocated to cities on a per capita basis), franchise fees paid by utility providers, business tax for businesses that conduct business within the City, and street utility.

The major costs generated by annexations are those associated with the provision of police and fire protection and street sweeping. The costs for Public Safety services are paid through property tax revenue, including the revenues generated by the newly annexed properties. Street sweeping is primarily supported through the state gas tax, which the state distributes to cities on a per capita basis. The City will receive additional allocation of state gas tax receipts as a result of the annexation. (This will be very minimal since these are industrial properties with very few homes or residents).

Estimated property tax revenue from annexation is approximately \$18,829 based on current assessed value. Approximately \$17,666 of that goes to general Public Safety and approximately \$1,163 of that goes to paying off the Public Safety stations. As tax revenue allows, additional police and fire personnel are added to the City Public Safety system to protect areas and residents.

Additional street utility revenue helps fund street maintenance, overlays, and sidewalks.

ALTERNATIVES:

ORS 222.170(3) requires a resolution formally acknowledging the annexation of properties approved by the voters in the May 2016 election.

RECOMMENDED ACTION:

It is recommended that the resolution be adopted.

POTENTIAL MOTION:

I move to approve the resolution acknowledging voter approval of Ordinance No. 16-5670, annexing properties to the municipal boundaries.

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
ACKNOWLEDGING VOTER APPROVAL OF ORDINANCE NO. 16-5670,
ANNEXING PROPERTIES TO THE MUNICIPAL BOUNDARIES.**

WHEREAS:

1. On February 3, 2016, the Council adopted Ordinance No. 16-5670 annexing territory to the City of Grants Pass municipal boundaries, subject to ratification by city electors, and placing the annexation on the ballot for May 17, 2016 election for approval by City electors in accordance with the City Charter; and
2. The annexation included approximately 8 tax lots totaling approximately 57 acres, plus right-of-way, in two areas; and
3. On February 3, 2016, the Council adopted Resolution No. 16-6398 specifying the ballot title for the May 17, 2016 election; and
4. On the May 17, 2016 election, the city electors approved the annexation measure; and
5. The certified Josephine County voter's abstract substantiating voter approval of the annexation measures is attached as Exhibit "A" and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass:

Section 1. The annexation of properties, per Ordinance No. 16-5670, has been duly perfected by the voters as evidenced by Exhibit 'A', and said properties are hereby declared incorporated into the City of Grants Pass. The legal descriptions of the properties annexed are attached as Exhibit 'B' and incorporated herein by this reference.

Section 2. In accordance with ORS 222.180, the annexation shall be complete from the date of filing with the Secretary of State of the annexation records as provided in ORS 222.177. The date of such filing shall be the effective date of annexation.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July 2016.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of July, 2016.

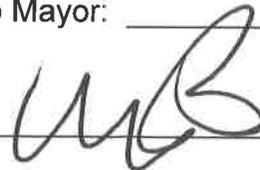
Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____





**OFFICE OF
JOSEPHINE COUNTY
Clerk & Recorder**

**Trisha Myers
County Clerk & Recorder**

Courthouse, 500 NW 6th St., Dept. 1
P.O. Box 69
Grants Pass, Oregon 97528

Elections: (541) 474-5243
Recording: (541) 474-5240
Fax: (541) 474-5246
E-mail: clerk@co.josephine.or.us

Karen Frerk
City of Grants Pass
101 Northwest A Street
Grants Pass, OR 97526

June 6, 2016

Dear Ms. Frerk,

Enclosed are the certified results from the May 17, 2016 Primary Election for **Measure 17.70 Annexation of properties to the City of Grants Pass.**

Please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Trisha Myers".

**Trisha Myers
County Clerk and Recorder
Josephine County**

Statement of Votes Cast
 May 17, 2016 Primary Election
 Josephine County, Oregon
 All Precincts, All Districts, Question 17-70 (<NP>,DEM,IND,REP)
 OFFICIAL RESULTS

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 12:36:52

Total Ballots Cast: 10915, Registered Voters: 54266, Overall Turnout: 20.11%

Precinct 01

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
2019 ballots (0 over voted, 174 blank voted), 3753 registered voters, turnout 53.80%

Choice	Votes	Vote %
Yes	1442	78.16%
No	403	21.84%
Total	1845	100.00%

Precinct 02

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
2554 ballots (0 over voted, 274 blank voted), 5022 registered voters, turnout 50.86%

Choice	Votes	Vote %
Yes	1646	72.19%
No	634	27.81%
Total	2280	100.00%

Precinct 03

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
929 ballots (1 over voted, 83 blank voted), 1677 registered voters, turnout 55.40%

Choice	Votes	Vote %
Yes	634	75.03%
No	211	24.97%
Total	845	100.00%

Precinct 04

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
783 ballots (0 over voted, 99 blank voted), 1540 registered voters, turnout 50.84%

Choice	Votes	Vote %
Yes	481	70.32%
No	203	29.68%
Total	684	100.00%

Precinct 05

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
771 ballots (0 over voted, 75 blank voted), 1598 registered voters, turnout 48.25%

Choice	Votes	Vote %
Yes	497	71.41%
No	199	28.59%
Total	696	100.00%

Precinct 06

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
615 ballots (0 over voted, 66 blank voted), 1055 registered voters, turnout 58.29%

Choice	Votes	Vote %
Yes	426	77.60%
No	123	22.40%
Total	549	100.00%

Precinct 07

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
1136 ballots (1 over voted, 132 blank voted), 2524 registered voters, turnout 45.01%

Choice	Votes	Vote %
Yes	670	66.80%
No	333	33.20%
Total	1003	100.00%

Precinct 08

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)
1756 ballots (0 over voted, 157 blank voted), 3452 registered voters, turnout 50.87%

Choice	Votes	Vote %
Yes	1063	66.48%
No	536	33.52%

Statement of Votes Cast
May 17, 2016 Primary Election
Josephine County, Oregon
All Precincts, All Districts, Question 17-70 (<NP>,DEM,IND,REP)
OFFICIAL RESULTS

Page: 2
2016-06-06
12:36:52

Total Ballots Cast: 10915, Registered Voters: 54266, Overall Turnout: 20.11%

Choice	Votes	Vote %
Total	1599	100.00%

Precinct 09

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)

64 ballots (0 over voted, 1 blank voted), 95 registered voters, turnout 67.37%

Yes	43	68.25%
No	20	31.75%
Total	63	100.00%

Precinct 10

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)

104 ballots (0 over voted, 8 blank voted), 83 registered voters, turnout 125.30%

Yes	81	84.38%
No	15	15.62%
Total	96	100.00%

Precinct 11

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)

134 ballots (0 over voted, 16 blank voted), 271 registered voters, turnout 49.45%

Yes	100	84.75%
No	18	15.25%
Total	118	100.00%

Precinct 47

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)

50 ballots (0 over voted, 1 blank voted), 85 registered voters, turnout 58.82%

Yes	24	48.98%
No	25	51.02%
Total	49	100.00%

All Precincts

Question 17-70 (<NP>,DEM,IND,REP) (Vote for 1)

10915 ballots (2 over voted, 1086 blank voted), 21155 registered voters, turnout 51.60%

Yes	7107	72.32%
No	2720	27.68%
Total	9827	100.00%

May 18, 2016

**DESCRIPTION OF
AREA #1, ANNEXATION 2016 (SPALDING)
FOR THE CITY OF GRANTS PASS, JOSEPHINE COUNTY, OREGON**

ANNEXATION DESCRIPTION:

A parcel of land lying within the Northwest Quarter of Section 22, Township 36 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon and is more particularly described as follows:

Commencing at the northwest corner of said Section 22; thence North 89°55'52" East along the north line of said Section 22, 89.94 feet to the centerline of Ament Road being the True Point of Beginning of this description; thence continue along said north line North 89°55'52" East 1377.91 feet to the centerline of Tokay Canal; thence along said centerline the following three courses and distances: South 10°24'49" West 332.16 feet, South 01°00'48" West 317.85 feet and South 18°58'11" East 20.71 feet to the south line of the north half of the northeast quarter of the northwest quarter of said Section 22; thence leaving said centerline South 89°53'28" West along said south line, 80.43 feet to the southwest corner thereof; thence South 00°26'54" East along the east line of the west half of the northwest quarter of said Section 22, 753.04 feet to the north right of way line of the Central Oregon & Pacific Railroad; thence South 72°07'17" West along said north line, 913.74 feet; thence continue along said north line 459.89 feet along the arc of a 2764.93 foot radius curve to the right (the long chord of which bears South 76°53'11" West 459.36 feet) to the west line of said Section 22; thence North 00°33'12" West along said west line, 470.28 feet to the southwest corner of the northwest quarter of the northwest quarter of said Section 22 also being the centerline of N.E. Spalding Avenue; thence North 88°48'37" East along said centerline 20.53 feet to the intersection with said Ament Road centerline; thence along said centerline the following six courses and distances: North 01°20'46" East 259.74 feet, North 02°53'44" East 373.74 feet, 199.74 feet along the arc of a 2065.00 foot radius curve to the right (the long chord of which bears North 05°39'59" East 199.66 feet), North 08°26'15" East 246.99 feet, 196.80 feet along the arc of a 500.00 foot radius curve to the left (the long chord of which bears North 02°50'17" West 195.53 feet), and North 14°06'49" West 60.23 feet more or less, to the point of beginning, containing 49 acres more or less.

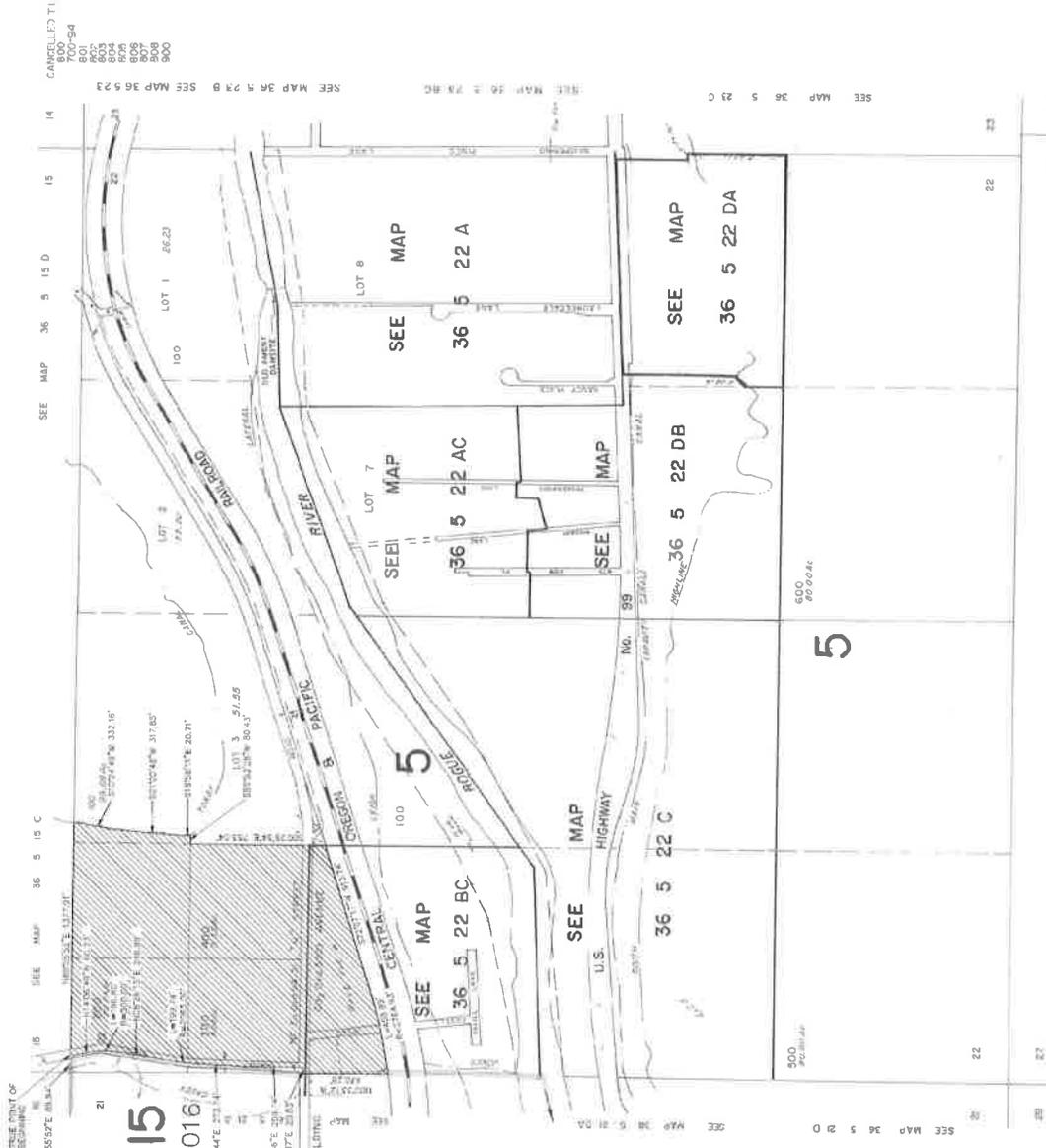
Bearings and distances are based upon Document No. 2016-005938 (Partition Plat No. 2016-13) recorded with the County Clerk's Office of Josephine County, Oregon.

This map was prepared for
administrative purposes only.

AREA #1
SHEET 1 OF 1
ANNEXATION
2016 CITY OF
GRANTS PASS
DATE: 05-18-2016



SCALE: 1" = 400'



CANCELLED T.L.
700-94
801
802
803
804
805
806
807
808
809
900

SEE MAP 36 5 23 B SEE MAP 36 5 23 C

SEE MAP 36 5 23 B

SEE MAP 36 5 23 C

SEE MAP 36 5 20 D

SEE MAP 36 5 21 D

SEE MAP 36 5

June 8, 2016

**DESCRIPTION OF
AREA #2, ANNEXATION 2016 (NW VINE)
FOR THE CITY OF GRANTS PASS, JOSEPHINE COUNTY, OREGON**

ANNEXATION DESCRIPTION:

A parcel of land lying within the Southeast Quarter of Section 6 and the Southwest Quarter of Section 5, Township 36 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon and is more particularly described as follows:

Beginning at the northwest corner of Lot 3 of "Windsor Village Major Partition," Josephine County, Oregon also being on the west line of the Northeast Quarter of the Southeast Quarter of said Section 6; thence North 00°31'41" West along said west line, 691.98 feet to a point 65.00 feet southwest of and when measured at right angles to the centerline of Interstate Highway No. 5; thence South 58°25'24" East parallel with said centerline, 1683.02 feet; thence North 31°07'12" East 190.00 feet to the north right of way line of said highway; thence South 19°55'45" West 254.85 feet to the intersection of the south right of way line of said highway and the west right of way line of Hawthorne Avenue; thence North 58°25'24" West along said south right of way line 383.44 feet; thence South 61°41'47" West 38.97 feet; thence South 00°17'37" East 597.50 feet to the north line of "Heidi Estates Subdivision," Josephine County, Oregon; thence North 90°00'00" West along said north line, 355.16 feet to the east line of said Lot 3; thence North 00°17'37" West along said east line, 637.50 feet to the northeast corner of said Lot 3; thence South 89°57'55" West along the north line of said Lot 3, 671.07 feet more or less, to the point of beginning, containing 15 acres more or less.

Bearings and distances are based upon deeds for the subject and adjoining properties deeds, subdivision plats and partition plats recorded with the County Clerk's Office and surveys filed with the County Surveyor's Office of Josephine County, Oregon.

The Council of the City of Grants Pass met in regular session on the above date with Council President DeYoung presiding. The following Councilors were present: DeYoung, Hannum, Lindsay, Lovelace, Riker, Roler. Also present and representing the City were City Manager Cubic, Assistant City Manager Reeves, Finance Director Meredith, Public Safety Director Landis, Parks & Community Development Director Glover, Public Works Director Canady, City Attorney Mark Bartholomew, and City Recorder Frerk. Absent: Mayor Fowler.

Council President DeYoung opened the meeting and Councilor Riker led the invocation followed by the Pledge of Allegiance.

1. PUBLIC COMMENT:

2. PUBLIC HEARING:

Legislative

- a. Ordinance adopting Addendum 2 to the Public Facilities Element of the Comprehensive Plan.

Councilor Lindsay moved to continue the public hearing to three separate meetings to begin on July 20. The order will be determined at a Council Workshop. Councilor Roler seconded the motion. The vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

- b. Ordinance adopting a public installed Reimbursement District (TR4934) for Redwood Avenue Street Improvements, Phase 2 (Dowell to Hubbard).

ORDINANCE NO. 16-5687

Councilor Lindsay moved that the ordinance be read for the first reading, title only. The motion was seconded by Councilor Riker. The vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed. The ordinance is read.

Councilor Riker moved that the ordinance be read by title only, second reading. The motion was seconded by Councilor Lindsay. The vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed. The ordinance is read.

Councilor Lindsay moved that the ordinance be adopted. The motion was seconded by Councilor Roler. Council President DeYoung asked if the ordinance should be

adopted, signified by roll call vote as follows: DeYoung – yes, Hannum – yes, Lindsay – yes, Lovelace – yes, Riker – yes, Roler – yes. The ordinance was adopted.

- c. Public hearing for the approved FY '17 Budget and to discuss the use of State Revenue Sharing amounts.

3. CONSENT AGENDA:

- a. Resolution reaffirming an inter-fund loan to the Bancroft Fund from the Solid Waste Capital Projects Fund for interim financing.

RESOLUTION NO. 16-6431

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6431 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- b. Resolution authorizing the Josephine County Assessor to place delinquent sewer charges for the City of Grants Pass on the tax roll for collection.

RESOLUTION NO. 16-6432

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6432 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- c. Resolution authorizing the Josephine County Treasurer to include City property tax receipts in their investment program.

RESOLUTION NO. 16-6433

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6433 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- d. Resolution authorizing a street closure for the Amazing Ride and Street Party.

RESOLUTION NO. 16-6434

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6434 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- e. Motion to readopt the City's Investment Policy.

Councilor Lindsay moved and Councilor Lovelace seconded to readopt the City's Investment Policy and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

f. Motion accepting the certified results of the May 17, 2016 Primary Election.

Councilor Lindsay moved and Councilor Lovelace seconded to accept the certified results of the May 17, 2016 Primary Election and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

g. Motion acknowledging the receipt of the monthly financial report for April 2016.

Councilor Lindsay moved and Councilor Lovelace seconded to acknowledge the receipt of the monthly financial report for April 2016 and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

h. Motion approving the minutes of the City Council meeting of June 1, 2016.

Councilor Lindsay moved and Councilor Lovelace seconded to approve the minutes of the City Council meeting of June 1, 2016 and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

i. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of May 11, 2016.

Councilor Lindsay moved and Councilor Lovelace seconded to acknowledge the minutes of the Urban Area Planning Commission meeting of May 11, 2016 and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

j. Motion acknowledging the minutes of the Allen Creek Sports Park Task Force meeting of February 2, 2016.

Councilor Lindsay moved and Councilor Lovelace seconded to acknowledge the minutes of the Allen Creek Sports Park Task Force meeting of February 2, 2016 and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

4. COUNCIL ACTION:

- a. Resolution amending Resolution 14-6263 awarding Redwood Towers (306 NW 6th Street) a grant in the amount of \$50,000 for emergency egress and fire suppression activities.

RESOLUTION 16-6435

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6435 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- b. Resolution amending Resolution 14-6176 awarding Donald E. Hendricks (Don's Bike Shop – 201 SW G Street) a grant in the amount of \$5,000 for emergency egress and \$50,000 for fire suppression activities.

RESOLUTION NO. 16-6436

Councilor Lindsay moved and Councilor Roler seconded that Resolution 16-6436 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- c. Resolution authorizing the City Manager to enter into a contract with Redflex Traffic Systems Inc. for Photo Red Light Enforcement.

RESOLUTION NO. 16-6437

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 16-6437 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- d. Resolution amending the procedures for conduct of business, Section 7 Order of Business.

RESOLUTION NO. 16-6438

Councilor Lindsay moved and Councilor Riker seconded that Resolution 16-6438 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- e. Resolution declaring the City's election to receive State-Shared Revenues.

RESOLUTION NO. 16-6439

Councilor Riker moved and Councilor Lindsay seconded that Resolution 16-6439 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- f. Resolution levying taxes and categorizing taxes for Fiscal 2017 for the City of Grants Pass.

RESOLUTION NO. 16-6440

Councilor Lindsay moved and Councilor Roler seconded that Resolution 16-6440 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

g. Resolution adopting the approved FY '17 Budget for the City of Grants Pass.

RESOLUTION NO. 16-6441

Councilor Riker moved and Councilor Lindsay seconded that Resolution 16-6441 be adopted and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

5. MATTERS FROM MAYOR, COUNCIL AND STAFF:

a. Appoint two members to the Parks Advisory Board.

Councilor Lindsay moved and Councilor Roler seconded to appoint Jan Battersby and Cliff Kuhlman to the Parks Advisory Board and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lindsay, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed.

b. Committee Liaison reports.

6. EXECUTIVE SESSION: None

7. ADJOURN:

There being no further business to come before the Council, Mayor Fowler adjourned the meeting at 8:19 p.m.

The ordinances, resolutions and motions contained herein and the accompanying votes have been verified by:

City Recorder

The Council of the City of Grants Pass met in special session on the above date with Mayor Fowler presiding. The following Councilors were present: DeYoung, Hannum, Lovelace, Riker (via telephone), and Roler. Also present and representing the City were City Manager Cubic, Assistant City Manager Reeves, Finance Director Meredith, Public Safety Director Landis, Parks & Community Development Director Glover, Public Works Director Canady, City Attorney Mark Bartholomew, and City Recorder Frerk. Absent: Councilor Lindsay.

1. COUNCIL ACTION:

- a. Resolution making an appropriation transfer for Fiscal Year 2016.

RESOLUTION 16-6442

Councilor DeYoung moved and Councilor Roler seconded to adopt Resolution 16-6442 and the vote resulted as follows: "Ayes": DeYoung, Hannum, Lovelace, Riker and Roler. "Nays": None. Abstain: None. Absent: Lindsay. The motion passed.

2. ADJOURN:

There being no further business to come before the Council, Mayor Fowler adjourned the meeting at 1:23 p.m.

The ordinances, resolutions and motions contained herein and the accompanying votes have been verified by:

City Recorder

URBAN AREA PLANNING COMMISSION

MEETING MINUTES

June 8, 2016 – 6:00 P.M.

Council Chambers

1. ROLL CALL:

The Urban Area Planning Commission met in regular session on the above date with Chair Gerard Fitzgerald presiding. Vice Chair Jim Coulter and Commissioners Loree Arthur, David Kellenbeck, Robert Wiegand, Blair McIntire, and Dan McVay were present. Commissioner Lois MacMillan was absent. Also present and representing the City was Parks & Community Development (hereafter: PCD) Director Lora Glover and City Council Liaison Rick Riker.

2. ITEMS FROM THE PUBLIC: None.

3. CONSENT AGENDA:

- a. **MINUTES: No minutes recorded**

4. PUBLIC HEARINGS:

- a. **Continuation of hearing for: 405-00102-16: Comprehensive Plan Amendment ~Water Distribution Master Plan, Stormwater Master Plan, & Wastewater Collection Master Plan.**

- Jason walked the Commission through the highlights of the three plans.
- Commissioner Coulter asked if the master plans have been at for a shelf life. Have the ground water levels been looked at as part of the study and does the plan account for climate change? Jason let the commission know that in the future they would like to do the update the plans in 8-10 years. This would be more frequent than the 12 years that the last plan took to be updated. Updates on a more frequent basis will accommodate for changes in regulations. The city tries to look at every aspect, the demands on the river and future limitations. They looked at the number of citizens in the downtown core that are still relying on well water and made a note to be able to meet the demands of those citizens as the wells that they currently rely on start to fail.
- Commissioner Fitzgerald asked if the revenue streams include a number for the storm water utility fee. Jason let him know that the rate study that we are currently hiring a

consultant for will look at the overall maintenance costs and how aggressive we want to be on deficiency replacement. City Council will set that as we move forward.

- Commissioner Fitzgerald asked if the City will be looking at a similar idea where there was a matrix for impervious surface. Jason said that it is highly probable that that will come under the storm water management plan. Commissioner Fitzgerald said that previously in this plan the matrix was put out and it was driven by impervious surface. It seems disingenuous to require impervious surface and then charge the public for using it. We wanted to test this, how are we going to apply this to a 5000 sq ft complex, who owns the ditch, the fence? Insurance companies do not like detention basins by a house and possibly will not cover the home owner. What was done at Redwood will not work at a subdivision. Where does the bio swell go? Jason let the commission know that they are hoping the design standards as they implement the storm water plan will address it. In ground detention is a possibility for the future and they will look at that in the management plan.
- It was asked if there are any plans on capturing the storm water runoff. LA gathers flood water to percolate back into aquifer to replenish what the city then feeds off. Does ours just go back into the river? Are you planning for the extreme case that none of the water will be absorbed by the ground? Jason let the commission know that currently the water does drain back into the river. It is possible that we will look at other options in the future, however there will likely never be the same plans set in LA here as there isn't enough property available to replicate what they have done in California. They will also be operating under the assumption that there will not be ground absorption and making plans to accommodate that.
- Commissioner McVay asked if you get flooded up against Sand Creek is there someone you can reach out to for help with sandbags and to keep your house from flooding? Jason will look into that.
- Commissioner Coulter asked if the plans will address anything as far as health safety. Mosquito abatement, micro-organisms? Jason let the commission know that the management plan will include provisions for standing water.

The floor was opened for public comment, seeing none the Commission started discussion of the three plans separately.

- Commissioner Arthur asked about item 7.3 discussing cleaning storm water grates, it says that the open detention facilities should be cleaned regularly. Why shouldn't it be dredged for the intake? Jason said that they made the assumption that the inflow will keep it clear, however the verbiage can be changed to reflect keeping it clear on the inlet piping as well.
- Commissioner Arthur would like to see the list of the twenty detention facilities and would like to know if her detention pond ever made it to the list. Jason isn't sure and will look into it.
- Commissioner Arthur asked about item 6-7 project G9 on the Demaray Canal. There have been complaints on flooding on the area. Jason let them know that the engineer on the project suggested raising banks to prevent that in the future.
- The Commission brought up several complaints about drainage ditches flooding at multiple locations. Jason let the commission know that they intend to divert water to Gilbert creek sooner, to avoid keeping water in drainage ditches.

MOTION/VOTE

Commissioner Coulter moved and Commissioner Kellenbeck seconded the motion to recommend approval of the Stormwater Master Plan to City Council. The vote resulted as follows: "AYES": Chair Fitzgerald and Vice Chair Coulter and Commissioners Wiegand, Arthur, Kellenbeck, McIntire and McVay. "NAYS": None. Abstain: None.

Absent: MacMillan.

The motion passed.

- Commissioner Fitzgerald asked if we are at capacity for the wastewater pipes. Jason let the commission know that the capacity is in the plan. The river crossings are the weak link in the system and were therefore looked at very carefully. We do have capacity in those locations.
- Commissioner Fitzgerald asked about the Redwood area pipe. There was a study somewhere saying we don't need the swinging bridge. Jason let Commissioner Fitzgerald know that there were several routes that could have been explored; this one was just much less expensive than trying to bore a hole under the river.
- Commissioner Arthur asked about item 4.3, there were three incidents on one day on 2nd St. It shows you will be diverting 6th St sewage down this route. If it wasn't able to

handle the volume then what has changed to allow it to divert this way? Jason let the commission know that all of those pipes were upsized and now have far more capacity.

MOTION/VOTE

Commissioner Kellenbeck moved and Commissioner McIntire seconded the motion to recommend approval of the Wastewater Collection Master Plan to City Council. The vote resulted as follows: “AYES”: Chair Fitzgerald and Vice Chair Coulter and Commissioners Wiegand, Arthur, Kellenbeck, McIntire and McVay. “NAYS”: None. Abstain: None. Absent: MacMillan.

The motion passed.

- Commissioner Coulter asked about the viability of the other plans for the new water treatment plan. The commission had to approve the plans retroactively as Council approved it before it went to UAPC. He wanted to know why options one and two couldn't have worked. Jason let him know that option one would have only just gotten the building up to par. You have to look at if it was a good idea risk wise to continue to spend the rate payer's money on an 85 year old building.
- Jason let the Commission know that this plan stands on its own behalf – it only deals with how much, how fast at what pressure, and what service level and is not impacted by the new facility.
- Commissioner Fitzgerald asked if this plan accounts for the costs of the new plant and where the water and new piping will need to be directed. Jason let the commission know that those costs were built into the plan for the new facility not into this plan.
- Commissioner Coulter asked if on alternative plan one that retrofits the current facility, why is it not financially feasible? Jason let him know that it was determined that it was financially feasible, however it will still be an old building that is prone to breakage, the walls are too thin, rebar is failing. Commissioner Coulter feels that alternative one needed further consideration. Jason requested that Commissioner Coulter come with him to the water plant so that he could show him what they were discussing and talk with him about it in further depth. The rest of the commission requested that Commissioner Coulter take photos for the whole commission to be on the same page.
- City staff let the commission know that if City Council changed the plan or any changes are made it will need to go back through the full process and go back to UAPC.

- Commissioner Arthur would like an explanation on the map shown at 2.1. Jason let her know that the plan is to put in a zone 2 reservoir and to continue to serve the upper zone with the pumps.
- The large pink sections are individual parcels that are served by wells.
- RCC is technically in zone 1, but if they ever come online they will need a reservoir to service as they are so far out from the rest of the zone.

MOTION/VOTE

Commissioner Kellenbeck moved and Commissioner McIntire seconded the motion to recommend approval of the Water Distribution Master Plan to City Council. The vote resulted as follows: “AYES”: Chair Fitzgerald and Vice Chair Coulter and Commissioners Wiegand, Arthur, Kellenbeck, McIntire and McVay. “NAYS”: None. Abstain: None. Absent: MacMillan.

The motion passed.

MOTION/VOTE

Commissioner McIntire moved and Commissioner Kellenbeck seconded the motion adopt addendum two to element ten to the comprehensive plan. The vote resulted as follows: “AYES”: Chair Fitzgerald and Vice Chair Coulter and Commissioners Wiegand, Arthur, Kellenbeck, McIntire and McVay. “NAYS”: None. Abstain: None. Absent: MacMillan.

The motion passed.

5. OTHER ITEMS/STAFF DISCUSSION:

- Lora let the Commission know that City staff will reach out in the future with council workshops on items that will come to them in the future. Lessons were learned from the meeting that UAPC had to retroactively approve the new plant plans. Lora will reach out the UAPC earlier to prepare them ahead of time.
- Lora will get the plans for a possible urban renewal district to the commission ahead of time.
- Lora will get the draft of a possible economic development plan to the commission as soon as the plans are available to city council.
- There was a discussion of cancelling or moving dates in the third and fourth quarter if it falls on a holiday.

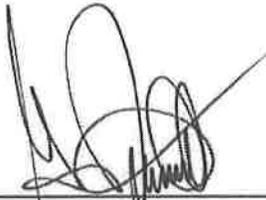
6. ITEMS FROM COMMISSIONERS:

- Commissioner Kellenbeck would like to say thank you Jason for taking care of the Dollar General "pond".
- Commissioner Arthur will be leaving and will be gone for at least three meetings. Lora asked her to please email Jayme this info.
- Commissioner Fitzgerald also wants to say thank you to Jason.

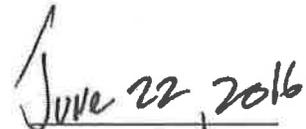
7. ADJOURNMENT:

Chair Fitzgerald adjourned the meeting at 8:32 P.M.

Next Meeting: June 22, 2016



Gerard Fitzgerald, Chair
Urban Area Planning Commission



Date

These minutes were prepared by Carlie Paulsen, Administration Department, City of Grants Pass.

**GRANTS PASS PARKS ADVISORY BOARD
Meeting Minutes – March 10, 2016 at 3:30 PM
Courtyard Conference Room**

Members in Attendance:

Dick Matti (Chair)
Cliff Kuhlman (Vice Chair)
Jan Battersby
Gary Still
Marian Szewc
Robert Cartmell
Rick Chapman
Bill Reinert - Absent

City/Staff/Council Liaisons:

Valerie Lovelace (City Council)
Lora Glover (PCD Director)
Jeff Nelson (Parks Superintendent)

Guests:

I. Business – Continuing:

A. Approval of Minutes: February 11, 2016 meeting

MOTION/VOTE

Board Member Still moved and Board Member Kuhlman seconded to approve the minutes as presented from the February 11, 2016 meeting. The vote resulted as follows:
“AYES”: Board Members Matti, Kuhlman, Battersby, Still, Szewc, Cartmell, and Chapman.
“NAYS”: None. Abstain: None. Absent: Reinert. The motion passed.

II. Business – New:

A. Status – Future Projects – Lora and Jeff

1. Jeff drew up a mock-up of the enhancements for Baker Park.
2. Lora had a meeting with ODOT about the rehab of Caveman Bridge. She can provide a copy of the presentation if wanted. The project is expected to be 15 months long. They will need to use the area west of the bridge and it could impact disk golf (have Jeff talk to Jeff Chard) as well as the area that is contracted out for Boatnik. They will be trying to put equipment under the bridge as much as possible to save space. The plan is for the work to start August of 2017 – it will all be night work. 8pm-6am, with night time lane closures. They did say that they will be adding pretty lighting to the top of the bridge.
3. One of the board member suggested that ODOT stipulate that the equipment be moved to the fairgrounds for Memorial Day weekend to minimize the effect on Boatnik.
4. Jeff is finalizing pricing to get a new score board for the Agnew-Lytle Field, the plan is to start the project in late spring or early summer.
5. Parks will be upgrading infields and adding soil conditioners.
6. Baker park has had extensive weed removal. Blackberries between the restrooms and the old fire station were cut back.
7. Allen Creek Trail behind Allendale School is on the books to be renovated. Parks will be assisting engineering during spring break.
8. Floating docks at Reinhart will be rehabilitated. Eagle scouts are planning to replace the wood.

9. Fruitdale Park completion between late summer and early fall – restrooms, parking, pickle ball courts. .At least the conduit for lighting, possibly can't afford lighting at this time
10. Jay was able to give good news and funds that were set aside for stalled projects can be shifted to an active project.
11. Pickle ball Clubs have been sending letters endorsing the project.
12. Soccer field renovations at Reinhart. We will be closing the fields in July-August after last game to do more extensive renovations.
13. Continuing to remove blackberries at Baker Park.
14. New benches at Morrison park dugout.
15. Upgrading restrooms at Westholm Park.
16. Mainline leak at Gilbert creek was repaired and asphalt patched - \$2,700
17. Most of tree planting is done.
18. SDC fees go back to servicing the water system. Asking city council for a possible waiver to pay fees for the 4" instead of the 6" pump.
19. Allen creek soccer was submitted to County for the pre-app. Lora specifically asked if the color renditions would work and if we could condition the civil drawings. The new interim Director should get back to Lora on that.
20. Lora spoke to Ausland and is trying to find out if the project needs to be completed with them or if it needs to go back out to bid. The City Manager and City Attorney will be consulted to find out the most legal way to continue the project.

B. Goal Discussion

1. None.

C. Discussion of location of the Pavilion for Riverside Park

1. Lora and Jeff want to meet with Colene Martin to see what ideas she has before the Pavilion location is decided on.
2. It would be great if Board members could attend.
3. There will be another open house outreach if the location of the pavilion is changed.
4. The money from state won't come in until 2017, so we have time. With public Safety concerns we likely won't get it approved to front money for the project. We could also jeopardize the grant status if we were to fund from an outside source.
5. Email will go out to board members and Colene to try and coordinate a walk about. – Possibly coordinate for next meeting with other Committee and Group members and anyone else Colene thinks might have a good perspective?
6. Lora will reach out to James Lowe and keep him informed.

III. Next meeting: April 14, 2016

These minutes were prepared by Carlie Paulsen, Administration Department, City of Grants Pass.

GRANTS PASS URBAN TREE ADVISORY COMMITTEE
Meeting Minutes – May 9, 2016 at 7:00 PM
Courtyard Conference Room

Committee Members:

Dave Russell (Chair) - Absent
James Love (Vice Chair)
Stormy Ballenger
Dan McBerty
William Reinert
Clifford Ostermeier - Absent
Michael Holzinger
Willow Burnett-DePew

City/Staff/Council Liaisons:

Jeff Nelson (City Liaison) - Absent
Dan DeYoung (City Council)
Ken Garrison (City Parks)
Chad Westbrook (City Parks)

Guests:

- I. **Business - Continuing**
A. **Approval of Minutes from April 11, 2016.**

MOTION/VOTE

Committee Member McBerty moved and Committee Member Reinert seconded the motion to approve the minutes from the April 11, 2016 meeting as presented. The vote resulted as follows: “AYES”: Committee Members Love, Reinert, McBerty, Burnett-DePew, and Holzinger. “NAYS”: None. Abstain: Ballenger. Absent: Russell and Ostermeier. The motion passed.

- II. **Business - New**
A. **Announcements**

- None.

B. **May 15th Spring Tree Walk Update**

- The Spring Tree Walk will be held at Lawnridge at 1:00pm.
- The tree walk is an opportunity to take the public through an area with spring blooms and color, talk about character of the area, and point out significant trees.
- The walk will be moved to April next year to see more of the spring blossoms.
- The tree walk will be starting at the pavilion in the center of the park.

C. **Master Gardener Booth Update**

- Tabled until next meeting.

D. **Event Calendar Review**

- The committee discussed the need to email Jeff suggestions for the City pamphlet.
- Councilor DeYoung recommended that the Tree Committee work on suggestions for the planning department to update the parking lot code in the development code for tree canopy.
- The current code is article 23 and 25. Dave let Councilor DeYoung know that they had previously worked on amendments and Dan let the

committee know that he will schedule a time to talk to Aaron Cubic about the proposed amendments.

- Pictures of additional trees for the significant tree list were requested in February. Committee member Holzinger suggested the Japanese maples at Evergreen.
- Councilor DeYoung suggested planting the extra trees in a sparse neighborhood rather than in the park as a gift from the Tree Committee.
- It was brought up that a City lot off of I St needs additional canopy.

E. Updates

- The remaining trees are being planted in Reinhart Park. There are about 12 left over from what was ordered this year.

F. Comments

- Committee member Love asked if Chad would be able to show him around Riverside Park. Chad let him know to come by anytime between 7:30-3:00. Chad will give Jim his number.
- The Committee would like to have the walking map pamphlets at Riverside Park. As it would be difficult to keep the pamphlets dry the possibility of having a larger brochure under Plexiglas could be considered.
- Two trees were lost during the big wind storm at Reinhart Park; the trees were replaced with maples.
- The committee brought up that the trees on the sidewalks are only being manicured on the street side and are being left to the business owners on the building side. They would like to know the procedure for manicuring trees and would like to see them maintained.

MOTION/VOTE

Committee Member Holzinger moved and Committee Member McBerty seconded the motion to adjourn the meeting. The vote resulted as follows: "AYES": Committee Members Love, Reinert, Ballenger, McBerty, Burnett-DePew and Holzinger. "NAYS": None. Abstain: None. Absent: Russell and Ostermeier. The motion passed.

Next Meeting: June 13, 2016

These minutes were prepared by Carlie Paulsen, Administration Department, City of Grants Pass.

BIKEWAYS AND WALKWAYS COMMITTEE
Meeting Minutes – May 10, 2016 at 12:00 PM
Courtyard Conference Room

Member Attendance:

Joel Peterson (Chair)
Paul Hart (Vice Chair)
Ken Behymer - Absent
Chip Dennerlein - Late
Larry Turpen
Cliff Kuhlman
Mark Lansing
Leslie Orr
Mark Acosta - Absent
Dana Christensen - Absent

City/Staff/Council Liaisons:

Fred Saunders (PCD Senior Planner)
Rob Brandes (JoCo Public Works)
Dan Dorrell (ODOT) – Absent

Valerie Lovelace (City Council)
Keith Heck (County Commissioner) - Absent

Guests:

Brian Heron

I. Business – Continuing

A. Approval of Minutes – April 12, 2016

MOTION/VOTE

Committee Member Orr moved and Committee Member Kuhlman seconded the motion to approve the minutes from the April 12, 2016 meeting as amended. The vote resulted as follows: “AYES”: Committee Members Peterson, Hart, Turpen, Kuhlman, Lansing, and Orr. “NAYS”: None. Abstain: None. Absent: Committee Members Behymer, Dennerlein, Acosta, and Christensen. The motion passed.

B. Bike Share Program discussion

- The Bike Committee decided to shelf this agenda item until further notice.

C. Updates From Staff/Liaison and questions for Staff/Liaison

1. City

- Fred showed the committee the proposed options for the Allen Creek road improvements.
- The citizenry supports option one.
- All three of the plans have a third turn lane, it would be possible to use the turn pockets for tree islands.
- The City will likely need to buy some properties as right of way to make space.
- There was a discussion about the driveways needing to be long enough for cars to not be parked in the bike path.
- There was a discussion of the pros and cons of practicality vs. the beauty of landscaping. The price difference was also vast.
- City Council would like input from the bike committee on the potential plans.
- There was a discussion regarding the possibility of focus sites in the middle lane, offering canopy to citizens to put on private property, and putting

landscaping behind sidewalk on the City right of way that would need to be bought.

- The committee decided that a combination of plans one and two would be best for the general needs of the community. They like the idea of the road plan, landscaping at the turning pockets, and the possibility of roundabouts.

MOTION/VOTE

Committee Member Dennerlein moved and Committee Member Orr seconded the motion to give support for a combination of the Allen Creek proposed plans one and two with the road plan and landscaping at the turning pockets. The vote resulted as follows:

“AYES”: Committee Members Peterson, Hart, Turpen, Kuhlman, Lansing, and Orr.

“NAYS”: None. **Abstain:** None. **Absent:** Committee Members Behymer, Dennerlein, Acosta, and Christensen. **The motion passed.**

2. County

- Copeland recieved the bid for the Allen Creek/Redwood Ave project. The demolition work is done. There will likely be a construction schedule out around the second week of June.
- The turn by South Middle School on West Harbeck starts Thursday.
- County will be submitting an application for federal lands access money. This will be directed towards adding three miles of guardrail on Merlin-Galice Rd. They should know in early July if the grant was approved.
- There will be a realignment at the Three Pines intersection.
- There will be no chip seals this year, just paving.

3. ODOT

- Fred let the committee know that ODOT presented a project to add RRFBS on 6th and 7th street. There should be six installed.
- They will also be fixing the bump at the 7th St bridge.
- Speeding down d st? any options?
-

D. Club NW Bike Rodeo May 21st – Volunteers and Bike Shop Contacts

- Event should be from 9:00am-1:00pm. There was a call for members of the bike committee to volunteer.

II. Business – New

- There was a discussion about bringing back Ride with the Leaders.
- Councilor Lovelace let the committee know that she reached out to district seven schools. She was told that while they aren't able to have curriculum for bike safety this year they would be happy to send flyers home with their kids regarding the upcoming safety event. Valerie suggested that the curriculum might be better received next year in October during bike week.
- Next month is Joel's last meeting.

Next meeting date: June 14, 2016 at 12:00 pm in the Courtyard Conference Room
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These minutes were prepared by Carlie Paulsen, Administration Department, City of Grants Pass.

Ordinance amending Grants Pass Municipal
Code Chapter 9.21 Sign Standards, Sections
9.21.610, 9.21.630 and 9.21.640, 9.21.650 ~

Item: Temporary Political Signs.

Date: July 6, 2016

SUBJECT AND SUMMARY:

The proposal is an ordinance amending allowable temporary political signs in the City of Grants Pass.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goals to **KEEP CITIZENS SAFE** by providing a safe environment for the traveling public.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A

BACKGROUND:

Grants Pass Municipal Code Sections 9.21.610 - 9.21.650 defines the use for temporary political sign standards for commercial, industrial and residential zones. The existing provisions do not limit the number of signs allowed or the height of signs. For commercial and industrial zones, signs are limited in size to 32-square-feet. Signs in the residential zones are limited to 3 square feet.

The current Code does not address the combining of signs on a support structure or a height limitation. The lack of such provisions allows for a virtual wall of signs to be installed without a permit or building safety/engineering requirements. As signs are generally installed adjacent to a public right-of-way, this could cause a safety hazard for passing vehicles. The wind storms Grants Pass experienced this spring knocked over several temporary signs (at least one which was a combined sign approximately 400 square feet in size and 16 feet high along the Parkway). This situation could have caused damage to passing motorists. The proposed amendment would limit the size and maximum height of a temporary sign to 6 ft., and would limit the size of combined signs (those on a shared support) to the maximum square footage allowed in the respective zone.

ITEM: 4.a. ORDINANCE AMENDING GRANTS PASS MUNICIPAL CODE
CHAPTER 9.21 SIGN STANDARDS, SECTIONS 9.21.610, 9.21.630 AND
9.21.640, 9.21.650 ~ TEMPORARY POLITICAL SIGNS.

Staff Report (continued):

The proposed amendment to Section 9.21.610, provides clear definitions for temporary political signs:

- A. Temporary Political Yard Signs are those signs which are 3 square feet or less with individual support.
- B. Temporary Political Oversized Signs are those signs which are a maximum of 32 square feet in size with individual support.

The proposed amendment to Sections 9.21.630 and 9.21.640, still allows for unlimited “yard” signs in the commercial, industrial and residential zones, and three 32-square-foot “oversized” signs in the commercial and industrial zones. However, if the signs are mounted on a common support structure, the overall signage cannot exceed the size allowed in the respective zone, and cannot exceed 6 feet in height.

Amending Section 9.21.650 would omit the wording “which does not have a valid sign permit”. This wording is incorrect as candidates are not required to have a sign permit.

COST IMPLICATION:

None.

ALTERNATIVES:

- 1) Approve the ordinance as proposed;
- 2) Modify the ordinance and adopt with additional changes; or
- 3) Reject the amendments as proposed.

RECOMMENDED ACTION:

It is recommended the Council approve the Ordinance.

POTENTIAL MOTION:

I move to approve the Ordinance amending Grants Pass Municipal Code Chapter 9.21, Sections 9.21.610, 9.21.630 and 9.21.640, 9.21.650 ~ Temporary Political Sign Standards.

Exhibit A

9.21.610 Temporary Political Signs Defined

A temporary political sign is a rigid or flexible material used to advertise a candidate or ballot measure.

- A. Temporary Political Yard Signs are those signs which are 3 square feet or less with individual support.
- B. Temporary Political Oversized Signs are those signs which are a maximum of 32 square feet in size with individual support.

9.21.620 General Placement Rules for all Temporary Political Signs

- A. Temporary political signs must be placed behind any sidewalk and cannot extend on or over public property or public right-of-way.
- B. Temporary political signs may be placed on vacant property.
- C. A “double sided” temporary political sign with no more than six inches of separation between each plane is considered a single sign.
- D. Temporary political signs may be erected no earlier than 11 weeks prior to the applicable election and must be removed no later than one week after the applicable election.

9.21.630 Temporary Political Signs in Industrial and Commercial Zones

~~There is no limit to the number of temporary political signs which may be placed on property in an industrial or commercial zone. However, no temporary political sign in an industrial or commercial zone may exceed 32 square feet. A sign permit is not required for these signs.~~

There is no limit to the number of temporary political yard signs which may be placed on property in the industrial or commercial zones.

A maximum of three (3) temporary political oversized signs are allowed per property. If signs are attached to the same support, the overall signage cannot exceed 32 square feet and six feet in height.

9.21.640 Temporary Political Yard Signs in Residential Zones

~~There is no limit to the number of temporary political yard signs which may be placed on a single lot in a residential zone. If signs are attached to the same support, the overall area cannot exceed 3 square feet and six feet in height. However, each sign cannot~~

~~exceed 3 square feet. A sign permit is not required for these signs.~~

9.21.650 Enforcement

- A. Candidates shall remove and City employees are authorized to remove and dispose of any sign ~~which does not have a valid sign permit and~~ which is located on or over public property or public right of way.
- B. Candidates shall remove and City employees are authorized to remove and dispose of any temporary political sign erected earlier than 11 weeks prior to the applicable election or not removed within one week after the applicable election.

ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING GRANTS PASS MUNICIPAL CODE CHAPTER 9.21 SIGN STANDARDS, SECTIONS 9.21.610, 9.21.630 AND 9.21.640, 9.21.650 ~ TEMPORARY POLITICAL SIGNS.

WHEREAS:

1. Title 9 of the City of Grants Pass Municipal Code was most recently revised on April 20, 2016; and
2. It is appropriate to review and make modifications to code provisions from time to time in order to address changing needs and provide for public safety; and
3. The proposed amendments are consistent with preserving the aesthetic quality of the City of Grants Pass; and
4. The proposed amendments to regulate temporary political signage are in keeping with the goals of the City Council to keep citizens safe.

NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS:

Section 1. The City hereby adopts the proposed amendments to the Grants Pass Municipal Code Chapter 9.21, Sign Standards, Sections 9.21.610, 9.21.630, 9.21.640, and 9.21.650 Temporary Political Signs as set forth in Exhibit 1.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016, with the following specific roll call vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this _____ day of July 2016.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____



Exhibit 1

9.21.610 Temporary Political Signs Defined

A temporary political sign is a rigid or flexible material used to advertise a candidate or ballot measure.

- A. Temporary Political Yard Signs are those signs which are 3 square feet or less with individual support.
- B. Temporary Political Oversized Signs are those signs which are a maximum of 32 square feet in size with individual support.

9.21.620 General Placement Rules for all Temporary Political Signs

- A. Temporary political signs must be placed behind any sidewalk and cannot extend on or over public property or public right-of-way.
- B. Temporary political signs may be placed on vacant property.
- C. A “double sided” temporary political sign with no more than six inches of separation between each plane is considered a single sign.
- D. Temporary political signs may be erected no earlier than 11 weeks prior to the applicable election and must be removed no later than one week after the applicable election.

9.21.630 Temporary Political Signs in Industrial and Commercial Zones

There is no limit to the number of temporary political yard signs which may be placed on property in the industrial or commercial zones.

A maximum of three (3) temporary political oversized signs are allowed per property. If signs are attached to the same support, the overall signage cannot exceed 32 square feet and six feet in height.

9.21.640 Temporary Political Yard Signs in Residential Zones

There is no limit to the number of temporary political yard signs which may be placed on a single lot in a residential zone. If signs are attached to the same support, the overall area cannot exceed 3 square feet and six feet in height.

9.21.650 Enforcement

- A. Candidates shall remove and City employees are authorized to remove and dispose of any sign which is located on or over public property or public right of way.

- B. Candidates shall remove and City employees are authorized to remove and dispose of any temporary political sign erected earlier than 11 weeks prior to the applicable election or not removed within one week after the applicable election.

Resolution authorizing the City Manager to
amend the franchise agreement with Southern
Item: Oregon Sanitation.

Date: July 6, 2016

SUBJECT AND SUMMARY:

Southern Oregon Sanitation has filed a formal request to amend the franchise agreement for the expansion of their Yard Waste Program to align services and rates for customers North and South of the Rogue River.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **LEADERSHIP** by following the rules laid out in the franchise agreement.

CALL TO ACTION SCHEDULE:

If no action is taken by the governing body within 60 days, the recommended rate schedule shall become effective unless and until rescinded by the governing body. Call to action schedule: July 6, 2016.

BACKGROUND:

On May 17, 2016, Southern Oregon Sanitation filed a formal request with the Solid Waste Agency for the expansion of their current Yard Waste Program, which would result in a rate increase for solid waste to some customers within Southern Oregon Sanitation's service area. Per the Solid Waste Agency Intergovernmental Agreement, the Agency heard the request at a public meeting to receive public comment, and ultimately recommended approval of the increase.

The following documents are attached:

- Draft Franchise Agreement language (Exhibit 'A')
- Minutes May 17, 2016 Solid Waste Agency meeting (Exhibit 'B')
- Rate Proposal (Exhibit 'C')

Based upon the Solid Waste Agency Intergovernmental Agreement, each of the three governing bodies shall review the recommendation and determine whether to allow, disallow, or modify the recommendation of the Agency within 60 days. If no action is taken by the governing body within 60 days, the recommended rate schedule shall become effective unless and until rescinded by the governing body.

ITEM: 4.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE
FRANCHISE AGREEMENT WITH SOUTHERN OREGON SANITATION.

Staff Report (continued):

COST IMPLICATION:

If the resolution is approved, many of the City of Grants Pass customers served by Southern Oregon Sanitation will see a rate increase attached as Exhibit 'C' for implementation of a service area-wide-yard debris recycling program.

ALTERNATIVES:

Council can choose to approve the proposed amendment to the franchise agreement;

Council can deny the current proposed amendment to the franchise agreement; or

Council can request an alternate proposal be presented.

RECOMMENDED ACTION:

The Solid Waste Agency has recommended the Council approve the proposed rate increase from Southern Oregon Sanitation.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to amend the franchise agreement with Southern Oregon Sanitation.

“Franchise Area” means an area of the City, that will be serviced by this Agreement. Boundaries of the Franchise Area are shown in Exhibit A.

“Franchise Fee” means the fee to be paid by the Contractor to the City pursuant to Section 7.1 hereof.

“Yard Waste Recyclables” means leaves, grass and other yard vegetation. Does not include lumber, wood waste, metal, plastic, concrete, stumps, dirt, glass, trash or dirt.

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“Gross Revenue” means the gross receipts derived by the Contractor from: (i) fees collected from residential, commercial, and industrial service customers and other services provided in the Franchise Area under this Agreement and (ii) fees collected at the Solid Waste Transfer Station.

“Hazardous Waste” means any hazardous wastes as defined by ORS 466.005.

“Household Hazardous Waste” means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment, is commonly used around households, and is generated by the household.

“Infectious Waste” means biological waste, cultures and stocks, pathological waste, and sharps, or as infectious waste is defined on ORS 459.386.

“Landfill Disposal Fee” means the fees paid to an Approved Landfill for disposal of Solid Waste.

“Office Holidays” means the following holidays: 1) New Years Day, 2) Memorial Day 3) Fourth of July, 4) Labor Day, 5) Thanksgiving, and 6) Christmas Day.

“Operating Margin” shall be calculated by using the Gross Revenues minus the Allowable Expense minus Pass-Through Expenses. For any period, the Operating Margin shall not be less than 9% and not more than 13% of the Allowable Expenses except as specifically contained in section 6.1 of this agreement.

“Pass-Through Expenses” shall mean (i) the Environmental Program Fee above an amount of \$100,000; (ii) the Transfer Station Environmental Program Fee above an amount of \$35,000; (iii) the Landfill Disposal Fee above the Base Tip Fee, adjusted by the CPI, for the solid waste disposed at an Approved Landfill or (iv) taxes levied by state or local governments upon the Collection of Solid Waste.

“Persons” means any individual, partnership, business, association, corporation, trust, firm, estate, joint venture or other private entity or any public agency.

“Pilot Program” means a program that allows the Contractor to offer services on a trial basis for a limited duration of six months or less and to determine rates for such services

**SECTION 3
COMMUNITY STANDARDS FOR COLLECTION AND DISPOSAL
OF SOLID WASTE AND RECYCLABLE MATERIALS**

- 3.1 **Collection Standards** – Collection of solid waste and recyclable material shall be performed in such a way as to comply with all Federal, State and local environmental regulations. In addition, the Contractor shall:
- 3.1.1 Provide solid waste collection services to any person living within or conducting business within the limits of the Franchise Area.
 - 3.1.2 Provide for residential curbside collections of solid waste at least once a week. Other collection schedules for residential and commercial Customers may be offered in accordance with the Approved Rate Schedule.
 - 3.1.3 Provide collection of Infectious Waste as defined in ORS 459.387, or be able to demonstrate that the service is being provided within the Franchise Area by a qualified company. Collection shall be provided in a manner consistent with the requirements of all-applicable laws and regulations.
 - 3.1.4 Perform curbside collections of recyclable materials at least once a week in residential districts within the Urban Growth Boundary of the Franchise Area or as often as required by ORS 459 and ORS 459.A.
 - 3.1.5 Within the City of Grants Pass, SOS will offer a yard waste cart to all single family residential customers with weekly or every other week garbage service. All Multi-family units such as duplexes up to apartment complexes and mobile home parks will be offered one cart. Any customer that is part of the program may request an additional cart for the approved monthly rate. As determined by SOS Yard Waste carts will be serviced every other week other than for three weeks during Spring (April and May) and for six weeks during Fall/Winter (November/December) other than the week of Thanksgiving which shall have no pickup. Extra bags for a charge shall be taken but must be of paper construction as plastic bags will not be taken in the Yard Waste Program. Customers that place plastic bags out will be notified that they cannot be accepted as yard waste and given the option to have it taken as trash. All material shall be taken to a DEQ licensed composting facility or other such approved site.
 - 3.1.6 Provide collection of residential solid waste carts or cans, and recyclable materials on the same day of the week. Contractor shall not be required to go into garages or other buildings to make pick-ups at residences, nor shall the Contractor be required to go into closed areas, through enclosed gates, or up or down stairs to make pick-ups.

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Deleted: Perform curbside collections of green waste recyclable materials at least once a week for residential / commercial customers within the Urban Growth Boundary of the Franchise Area. Service shall be provided every other week on the same day as normal solid waste collection service. Service shall be a subscription based service which requires a twelve month minimum commitment. Proof of relocation out of the Urban Growth Boundary shall release the customer from the minimum commitment.

3.3.6 Provide the City with sufficient copies for distribution upon request of all promotional fliers, DEQ reports and other related information as requested.

3.4 **County Wasteshed** – Coordinate recycling efforts with other solid waste collection efforts in the Josephine County Wasteshed to further enhance recycling and recovery, efforts, and to meet wasteshed recovery goals as mandated by the state.

3.5 **Additional Services**

3.5.1 Contractor shall provide an annual hazardous waste collection event for residential and small business, commercial Conditionally Exempt Generators. Commercial customers shall be notified at least thirty (30) days in advance of the collection event. Contractor shall ensure to properly manage, recycle, or dispose of the hazardous waste collected in a manner consistent with the rules of the Oregon Department of Environmental Quality for hazardous waste collection, storage, transportation and disposal. The collection event may be held in conjunction with Jackson County.

3.5.2 Contractor shall provide for an annual Spring Cleanup Day. The Spring Cleanup Day will allow City and County residents to dispose of 1 cubic yard of refuse without charge at the Solid Waste Transfer Station. Contractor shall advertise the events in the local newspaper and on local radio stations for at least 3 weeks prior to the event.

3.5.3 Contractor shall provide or insure the collection and recycling of holiday trees within the Urban Growth Boundary of the Franchise Area placed at curbside for a period of three (3) weeks, beginning December 26th of each year, at no additional charge. Trees are to be taken to [a DEQ licensed composting facility or other such approved site.](#)

3.5.4 Contractor shall provide disposal service of up to 60 cubic yards per year at no cost for roadside collection and river cleanup events as approved by the City.

3.5.5 Contractor shall provide disposal service at no cost for two community or neighborhood cleanup events per year within the Franchise Area as approved by City Enforcement officers. The Contractor shall deliver, pick-up and dispose of one 20 cubic yard container for each cleanup event.

3.5.6 Contractor shall provide for storm debris collection of tree limbs, leaves, etc., on an as needed basis. Contractor may charge a fee for such disposal.

3.6 **New Additional Services** – Where a new service or a substantial expansion of an existing service is proposed by the City or the Contractor, the following shall apply.

Deleted: <#>Contractor shall provide or subcontract a curbside leaf collection program at least twice a year for City residents. One collection event shall be held for at least 3 weeks during the spring (i.e. April and May). A second event shall be held for at least 6 weeks in the fall/winter (i.e. November and December) and shall exclude Thanksgiving week. Contractor shall advertise the events in the local newspaper and on local radio stations for at least 3 weeks prior to the event. All leaves and small brush will be taken to the Jo-Gro composting facility or other such approved site ¶

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**SECTION 5
SOLID WASTE RELOAD STATION
AND SOLID WASTE TRANSFER STATION**

- 5.1 **Facility Location** – The Contractor shall construct and operate a Solid Waste ~~Reload~~ Transfer Station to be located at 1381 Redwood Avenue.
- 5.2 **Permitting** – The Contractor will also be responsible to obtain a site development permit, building permit, and any other permits required by the City or County, as well as a solid waste permit from the DEQ.
- 5.3 **Facility Requirements** – The facility plans for the Solid Waste Reload Station must be reviewed and approved by the City and County.
- 5.4 **Facility Operations** – The Transfer Station may be operated at times for the Contractor's convenience for its trucks and for the public it shall be open ~~seven days per week~~, excluding Collection Holidays from the hours of 9:00 AM to 3:30 PM at a minimum. The facility is to include a recycling area accessible prior to the point of payment for disposal. The materials to be accepted for recycling are listed in Exhibit C, list of Recyclables. The facility shall also include a drop-off area for vegetative waste, which shall be transported to ~~a DEQ licensed or approved composting facility.~~
- 5.5 **Disposal Rates** – The rates to be charged at the Transfer Station are to be in accordance with the rates on Exhibit E, Transfer Station Rate Schedule. The approved service rate charges are to be applied uniformly to all waste handled at the facility, including waste brought in by the Contractor from their collection routes. The rates for the Transfer Station shall be determined and approved with the conditions and procedures described in Section 6.
- 5.6 **Transfer Station Franchise Fee** – The Contractor shall pay a Transfer Station Franchise Fee to City of 2.5 percent per annum of the total Gross Revenues derived from services at the transfer station, excluding the fees paid for waste brought in by a Contractor on which a Franchise Fee has already been paid to the City or County. The conditions of the Transfer Station Franchise Fee shall be in accordance of Sections 7.1.2, 7.1.3, 7.1.4, 7.1.5, and 7.1.6 of this Agreement.
- 5.7 **Transfer Station Environmental Program Fee** – The City may place an additional fee on the rates for the waste brought to the Transfer Station as a Transfer Station Environmental Program Fee (TSEPF). This TSEPF shall exclude waste brought to the Transfer Station by a Contractor on which an EPF has been assessed. The TSEPF would be an Allowable Expense up to a combined \$35,000.00 paid by the Contractor to the City and County. Any TSEPF collected over the combined \$35,000.00 shall be considered a Pass-Through Expense. The City's TSEPF shall be in addition to any TSEPF placed upon the waste by the County. If the total TSEPF fees paid by the Contractor are over \$35,000.00, the amount to be considered an Allowable Expense by the City will be calculated using the following equation:

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EXHIBIT B


Josephine County
Solid Waste Agency

**JOSEPHINE COUNTY / CITY OF GRANTS PASS
 SOLID WASTE AGENCY
 MEETING MINUTES
 May 17, 2016**

Meeting convened at 3:05 P.M.

Agency Board Members Present:

Rob Brandes
 Connie Roach (Arrived at 3:08 P.M.)
 Lora Glover
 Rick Riker
 Brad Carlson
 Dave Reeves

Agency Board Members Absent:

Mike Bollweg

Others: Don Moss, General Manager, Republic Services
 Shea Sigafous, Recycling Coordinator, Southern Oregon Sanitation
 Trent Carpenter, Operations manager, Southern Oregon Sanitation
 Ed Burke, Grants Pass Dept. of Public Safety
 Todd Moran, Lieutenant, Grants Pass Dept. of Public Safety
 James Lowe, Supervisor Maintenance, Grants Pass School Dist. #7
 Phillip Hughes, Concerned landowner and guests

Staff: Jason Canady, Operations Officer
 Linda Gay, Minute Recorder

Rob Brandes called the meeting to order at 3:05 p.m. There was a quorum and the meeting proceeded.

- 1. Approval of minutes from April 19, 2016 meeting.** Brad Carlson made a motion to approve the April 19, 2016 meeting minutes. Dave Reeves seconded the motion. Motion approved 5 - 0.

2. **Approval of minutes from April 19, 2016 SWA Budget Committee.** Brad Carlson made a motion to approve the April 19, 2016 budget meeting minutes. Lora Glover seconded the motion. Motion approved 5 - 0.

3. **Approval of Resolution 036-SW-City of Grants Pass to continue as Managing Agency for FY 17 & FY 18- Jason Canady**

The City of Grants Pass had an agreement with the Solid Waste Agency to serve as the managing agency for several years, the agreement will be expiring at the end of June 2016. Jason stated the City would like to continue in that role to serve as managing agency if the SWA was ammenable to serve for the next few years. No financial changes were noted with the proposed agreement. Brad Carlson made a motion to approve Resolution 036-SW. Rick Riker seconded the motion. Motion approved 6 - 0.

4. **Grants Pass School District #7 Funding Request – James Lowe**

James Lowe presented a funding request for \$7,500 to help cover the expense of asbestos abatement in three to four rooms at South Middle School. Floor tiles were found to contain asbestos in them. Last year, Grants Pass School District #7 requested funding for asbestos abatement in another school and the Board approved it.

Removing the asbestos not only benefits the 6,000 students that use the facilities annually but also benefits the several groups from the community that utilize the building for other community uses.

The ultimate goal of the School District is to remove all asbestos containing materials throughout the entire school system and are hoping to receive a bond for that purpose, but until that time this request amount will cover some smaller projects.

There was a brief discussion on the lifespan of the school, but it was noted that regardless of the future of the school, the abatement would still need to be completed. Rick Riker made a motion to approve the \$7,500 funding request for South Middle School Asbestos Abatement. Brad Carlson seconded the motion. Motion approved 6-0.

5. **JOCO Yard Debris Program – Trent Carpenter, Southern Oregon Sanitation (SOS)**

Trent referred to the City Council's vote in favor of Republic Services' subscription service change to an inclusive service of incorporating the residential yard waste program. Southern Oregon Sanitation would like to present the same type of service to their subscribers and make it a citywide service.

SOS currently has 769 customers in the city and UGB. SOS will change the yard debris program to a weekly service during the leaf pick-up time, which will be the same as Republic Services and disband the six-week program of bagged leaf pickup. An advantage to offering customers the same pricing and service that

Republic Services is currently doing is that SOS will be able to use the same advertisements, and no more segregation of north and south of the river. Trent stated if the SWA will recommend the proposal to the City Council and it is approved, SOS would like to implement the program in the next six to eight weeks and rates will take effect the first of the month of the program start date. The plan is to have this new program in place prior to the fall leaf program so there are not two differing programs running simultaneously.

The rate increase will now include a yard debris cart. The program will decrease costs for some subscribers that currently have a trash pickup service and a yard debris can. The Board suggested to Trent to include the savings in his presentation to City Council. Trent also stated that with a weekly yard debris program there would be less leaves left in the streets to plug up storm drains during the fall.

Rob asked Trent how much yard waste adds to the figures that are reported to DEQ. Trent stated that for Josephine County it was approximately 900 tons and 300 tons in yard debris that did not include cardboard or any of the depot items. Trent said the program would help with the recycle credits from DEQ. Dave Reeves made a motion to support the Residential Yard Waste Program from Southern Oregon Sanitation and to have SOS present it to the City Council with the Board's approval. Connie Roach seconded the motion. Motion approved 6-0.

6. Other Business-

Republic Services landfill questions regarding contact

Jason mentioned that the City of Grants Pass has received some complaints in regards to the public being able to contact Republic Services through their phone system in the last few months. Jason asked if Republic Services could check their publications to make sure that local phone numbers are listed and not corporate numbers. Don Moss stated he would be happy to check.

Kerby Landfill Cap – Rob Brandes

Rob updated the Board with the test results for the Kerby Landfill Cap and that it showed some low level petrocarbons, which were to be expected. The testing will continue.

405 SW Bridge Street, Gilbert Creek contamination

Todd Moran introduced Philip Hughes-Lewing, a new homeowner at 405 SW Bridge Street. Todd stated that Philip contacted Public Safety regarding rubbish he found buried on his property along the banks of Gilbert Creek and what he should do about it. Mr. Hughes-Lewing had just recently purchased the property after viewing photos online and decided to relocate from Chicago. Shortly after moving into the new home, Mr. Hughes-Lewing uncovered a pile of buried rubbish left by the previous landowner, who is now deceased. As he continued to dig, he found more uncovered garbage, concrete, metal pieces and various other items

Mr. Hughes-Lewing spoke to several people and contacted several government agencies, who are now aware of the dilemma and are concerned with the garbage removal and the effect on the creek, especially since spawning salmon are in the

creek. One agency said that any disruption of the ecosystem and habitat cannot be allowed to happen. Todd stated that Public Safety has obtained quotes to start the removal process of the garbage but without knowing the extent of the work there is no way to see the actual cost of the project. Todd stated that since this is involving possible disruption of the creek there is not anything further that they can do, but was hoping that the SWA may be able to support or partner with Mr. Hughes-Lewing.

Mr. Hughes-Lewing passed out photos of the garbage he uncovered and explained that he cannot figure out the cost because he does not know the depth or extent of the garbage buried below concrete blocks and tarps. He said there is a moratorium on disruption of the creek bank during a certain time frame because of the salmon spawning season. Cleanup would put an undue financial burden on Mr. Hughes and he is looking for any help to alleviate this situation.

Todd asked the Solid Waste Agency Board if they would consider helping fund some of the cleanup costs for Mr. Hughes-Lewing. Brad stated that he has been on the property and can confirm the validity of Mr. Hughes' plight. Brad said the bank is vertical and you cannot physically walk on it, which would affect the ability to get any equipment in there to clean it up.

Dave Reeves stated that it is not a policy of the Solid Waste Agency to fund homeowners or individuals directly. In situations where property owners are required to clean up their land, the City can clean up a property if the homeowner refuses, but then will place a lien on the property, and take possession if necessary. Dave also stated that funding requests approved by the Board are for benefiting the general public, not individual homeowners. However, in this situation because the creek feeds into the Rogue River it may benefit the community. Yet, the Board could only approve a fixed amount of money.

Brad stated that he has had groups clean up the entire banks of Gilbert Creek and has seen several property owners that continue to pile and bury trash alongside the banks. Brad suggested Mr. Hughes-Lewing contact the Rogue River Watershed Council about the restoration components and cleanup of creek property. Mr. Hughes-Lewing stated that the Watershed informed him that until there is an amount given for the removal of the garbage they could do nothing, but they could help with the restoration. Brad mentioned that once there is digging it could affect other property owners and the path of the creek by unintentionally means.

Ed Burke followed up by saying he has contacted several state and Federal agencies regarding various permit costs needed to do any cleanup along the bank especially above the high water mark prior to moratorium deadline starting June 15th. However, removal of blackberry bushes, above the high water line, would give some perspective as to how deep the garbage layer extends.

Lora Glover was concerned for City liability if we were involved with a critical stream and any alteration or damage to it, but that the SWA might be able to partner with

the Rogue River Watershed. She told Mr. Hughes-Lewing that this may be a multi-year process and that the Solid Waste Agency may be able to help with the costs of permits to get things started. Therefore, she would be in favor of starting with a Phase 1, which is having Public Safety clear the high-level line of brush, and then being able to see the extent of the garbage.

Rob further reiterated that it is not the policy of the Solid Waste Agency to support individual landowners in situations like this even at no fault of the landowner. However, if several landowners along Gilbert Creek were impacted and were able to submit information to the state on behalf of the entire community, that might be feasible to help. However, it would still be possible that it would have to go to City Council.

7. Agenda building for next meeting – June 21, 2016

- Adoption of the 2017 Budget, Resolution

Adjourn 3:56 p.m.

UPCOMING EVENTS:

JOCO Fair – August 17-20, 2016

Household Hazardous Waste – Sept. 16, 2016 Commercial / Sept. 17 Residential

	Current	Proposed monthly Charge	Proposed Charge per service	Rate with Yard Debris
35 gallon Roll Cart – picked up once a week	15.10	15.10		18.00
2-35 gallon Roll Cart – picked up once a week	26.30	26.30		29.20
3-35 gallon Roll Cart – picked up once a week	37.50	37.50		40.40
1-35 gallon Roll Cart – picked up twice a month	9.30	9.30		12.20
65 gallon Roll Cart – picked up once a week	26.33	26.33		28.95
2-65 gallon Roll Cart – picked up once a week	49.01	49.01		51.63
3-65 gallon Roll Cart – picked up once a week	71.69	71.69		74.31
1-65 gallon Roll Cart – picked up twice a month	14.42	14.42		17.04
95 gallon Roll Cart – picked up once a week	37.57	37.57		39.90
2-95 gallon Roll Cart – picked up once a week	71.58	71.58		73.91
3-95 gallon Roll Cart – picked up once a week	105.60	105.60		107.93
1-95 gallon Roll Cart – picked up twice a month	19.54	19.54		21.87

Off street contain pick-up may be charged \$1.67 per minute of travel time from publically maintained street.

Call in Service

Rent on 35 gallon Roll Cart	1.05	1.05		
Rent on 65 gallon Roll Cart	2.09	2.09		
Dump fee on 35 gallon Roll Cart	6.11		6.11	
Dump fee on 65 gallon Roll Cart	9.50		9.50	

Extra bags or cans on any service – up to 35 gallon size

Call back for residential customers	3.10		3.10	
Re-delivery on 35,65 and 95 gallon Roll Cart	5.20		5.20	
Cart Replacement fee	7.85		7.85	
	54.85		54.85	

Temporary Service

95 gallon Roll Cart delivery and pick-up	20.90		20.90	
Each service after 1st one	15.65		15.65	

Miscellaneous Services

Mattresses, box	15.65		15.65	
Stoves, ranges,	12.50		12.50	
Passenger Tires	5.25		5.25	
Passenger Tires	8.30		8.30	
Truck Tires	12.50		12.50	
Truck Tires with the rim	18.80		18.80	
Furniture, small				

Miscellaneous services may be provided only periodically

MOBILE HOME PARKS

Based on single billing, per can at the park's street curb

35 gallon Roll Cart – picked up once a week	9.40	9.40		
Each additional 35 gallon Roll Cart	9.40	9.40		
65 gallon Roll Cart – picked up once a week	18.80	18.80		
Each additional 65 gallon Roll Cart	18.80	18.80		
Extra bags or cans on any service – up to 35 gallon size	3.10		3.10	

	Current	Proposed monthly Charge	Proposed Charge per service	Rate with Yard Debris
1 Yard Containers				
1 times per week pick up	82.66	82.66		
2 times per week pick up	150.74	150.74		
3 times per week pick up	219.97	219.97		
4 times per week pick up	289.45	289.45		
5 times per week pick up	359.45	359.45		
Every other week pick up	46.08	46.08		
Same day extra pick up	23.60		23.60	
Off day extra pick up	31.35		31.35	
1-1/2 Yard Containers				
1 times per week pick up	103.20	103.20		
2 times per week pick up	193.85	193.85		
3 times per week pick up	285.00	285.00		
4 times per week pick up	376.65	376.65		
5 times per week pick up Every other week pick up Same day extra pick up	464.00	464.00		
Every other week pick up	56.63	56.63		
Same day extra pick up	34.95		34.95	
Off day extra pick up	45.98		45.98	
2 Yard Containers				
1 times per week pick up	121.48	121.48		
2 times per week pick up	228.33	228.33		
3 times per week pick up	329.96	329.96		
4 times per week pick up	433.65	433.65		
5 times per week pick up	538.15	538.15		
Every other week pick up	70.33	70.33		
Same day extra pick up	45.98		45.98	
Off day extra pick up	57.45		57.45	
3 Yard Containers				
1 times per week pick up	182.88	182.88		
2 times per week pick up	315.54	315.54		
3 times per week pick up	451.39	451.39		
4 times per week pick up	587.25	587.25		
5 times per week pick up	723.11	723.11		
Same day extra pick up	47.00		47.00	
Off day extra pick up	62.70		62.70	
4 Yard Containers				
1 times per week pick up	212.92	212.92		
2 times per week pick up	399.97	399.97		
3 times per week pick up	583.63	583.63		
4 times per week pick up	771.10	771.10		
5 times per week pick up	958.57	958.57		
Same day extra pick up	84.15		84.15	
Off day extra pick up	96.15		96.15	
6 Yard Containers				
1 times per week pick up	295.21	295.21		
2 times per week pick up	560.90	560.90		
3 times per week pick up	801.50	801.50		
4 times per week pick up	1042.10	1042.10		
5 times per week pick up	1282.70	1282.70		
Same day extra pick up	115.50		115.50	
Off day extra pick up	133.75		133.75	
Call back for commercial customers	10.45		10.45	
Re-delivery on containers up to and including 1-1/2 yards	15.65		15.65	
Re-Delivery on containers 2yds and larger	17.65		17.65	
Padlock and Key	7.85	7.85		
Off day extra pickup will be charged for contents in containers for all delinquent customers				

Current	Proposed monthly Charge	Proposed Charge per service	Rate with Yard Debris
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Container Maintenance Services

- 1 yard container
- 1-1/2 yard container
- 2 yard container
- 3 yard container
- 4 yard container
- 6 yard container

Current	
Cleaning	Painting
25.00	30.00
28.00	35.00
32.00	42.00
34.00	44.00
36.00	48.00
40.00	54.00

COMPACTOR CONTAINERS

To define the rate for compactor containers or containers containing compacted material as follows:

Size of container x 4.3 x 31.35 (compacted factor) plus 5% franchise fee plus = total

Example: One 2 yard container containing compacted material picked up once per week:

2 yard container x 4.3 = 8.60

8.60 x \$31.35 = \$285.78

\$269.61 x 5% franchise fee = \$13.48

\$269.61 + \$13.48 = \$283.09

COMPACTED DROP BOXES

10 yard compactor -	370.35	370.35
12 yard compactor -	427.90	427.90
15 yard compactor -	514.35	514.35
16 yard compactor -	543.10	543.10
20 yard compactor -	663.80	663.80
23 yard compactor -	750.31	750.31
30 yard compactor -	952.00	952.00

TEMPORARY DROP BOX

5 yard loose – delivery \$20.90, daily rent \$6.25, haul & disposal \$129.09, haul & Disposal on C&D 205.94

8 yard loose – delivery \$20.90, daily rent \$6.65, haul & disposal \$167.90, haul & Disposal on C&D 290.85

10 yard loose – delivery \$35.50, daily rent \$6.95, weekly rent \$41.80, haul & disposal \$211.60, haul & disposal on C&D \$368.36

20 yard loose – delivery \$35.50, daily rent \$8.36, haul & disposal \$331.25, haul & disposal on C&D \$642.68

30 yard loose – delivery \$35.50, daily rent \$9.75, haul & disposal \$470.25, haul & disposal on C&D \$916.99

Advance payment required on all temporary drop boxes

C&D-Construction and demolition includes roofing

TEMPORARY Containers

	Delivery	Weekly Rent	Dump Fee
1 yard	18.40	13.07	48.03
2 yard	20.86	17.17	70.48
4 yard	25.76	22.33	115.38
6 yard	28.22	24.90	160.28

BIO-WASTE SERVICES

Commercial Customers

Large Generation Customers

150 or more boxes a month

10 gal	13.05	13.05
20 gal	20.90	20.90
35 gal	31.35	31.35
Sharps commercial – to be disposed of in bulk inside tub or box	5.00	5.00

Scheduled Pick Up Prices

These are customers that are on a normal weekly or every other week pick up

10 gal	17.25	17.25
20 gal	28.70	28.70
35 gal	40.25	40.25
Sharps commercial – to be disposed of in bulk inside tub or box	5.00	5.00

Call in Customer Prices

10 gal	18.81	18.81
20 gal	31.35	31.35
35 gal	43.90	43.90

Sharps commercial – to be disposed of in bulk inside tub or box

Residential Customers

Residential Sharps	15.00	15.00
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RECYCLING SERVICES

30 yard compactor for recycling – haul only	62.70	62.70
30 yard loose cardboard -- haul only	70.50	70.50
Special recycling container – haul only	70.50	70.50
Woodwaste temporary drop box – haul only	176.35	176.35
Contractor keeps value of all recyclable material		

Rate with Yard Debris

	Current	Proposed monthly Charge	Proposed Charge per service	Rate with Yard Debris
Yard Waste Services				
95 Gal Extra Yard Waste Container		3.00		
Commercial Commingle Monthly rates				
Services per week				
	1/w	2/w	3/w	EOW
Cart	6.00	14.00	21.00	
1.5 yard	10.00	19.50	28.53	5.00
2 yard	19.50	38.03	55.62	10.00
3 yard	28.50	55.62	81.37	14.00
4 yard	52.98	103.31	151.13	26.00
6 yard				

RESIDENTIAL RATES

Charge p Charge

Regular Service

Enhanced service for non-standard roadways

Once a week service	8.35
Every other week service	4.18

ADDITIONAL CHARGES

In the case that a can, cart, container or a drop box is overlooked, we charge for the additional waste based upon the driver's recommended charge (per bag, per yard, per ton)

The Contractor is responsible for all Safety Standards as described in Section 3.10. Therefore, the Contractor may refuse to haul a container of box that appears to be overweight. If the Contractor is hauling a container or box and is ticketed by the State or County Weigh Master for being overweight, the generator will be responsible for the ticket.

Customer will be charged a \$25.00 restart fee for all accounts that have been delinquent for 60 or more days and have had services terminated. Request for special account information or detailed billing descriptions may be billed \$45.00 per hour with an \$11.25 minimum charge.

Additional Charges

Restart fee for accounts that have been discontinued for nonpayment	25.00	25.00
Requests for special account information or detailed billing descriptions billed per hour with 1 hour minimum	45.00	45.00
In the case of extra trash or overloaded drop box the driver will charge accordingly knowing the above rates		

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO AMEND THE FRANCHISE AGREEMENT
WITH SOUTHERN OREGON SANITATION**

WHEREAS:

1. The City of Grants Pass, City of Cave Junction and Josephine County have formed a Solid Waste Agency via an Intergovernmental Agreement; and
2. The Agency is empowered to administer the franchise agreements between the three jurisdictions and the two franchise haulers of solid waste in the county; and
3. Southern Oregon Sanitation has requested an increase in their base services which has been recommended for approval by the governing bodies of the three jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass the City Manager is authorized to amend the Southern Oregon Sanitation Solid Waste Collection Franchise Agreement with the new rate schedule as set out in Exhibit '1' as attached to this resolution.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of July, 2016 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____



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EXHIBITS

- Exhibit A – Franchise Area
- Exhibit B – Approved Service Rate Schedule
- Exhibit C – List of Recyclables
- Exhibit D – Recycling Education Programs

**CITY OF GRANTS PASS &
SOUTHERN OREGON SANITATION, INC.
SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

THIS SOLID WASTE COLLECTION FRANCHISE AGREEMENT (Agreement) is made and entered into on the date of signature between the City of Grants Pass, a Municipal Corporation, hereafter referred to as “City” and Southern Oregon Sanitation, Inc., an Oregon Corporation, hereinafter referred to as “Contractor”.

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- The efficient and orderly collection of solid waste and recyclable materials is an essential component of public safety and health. Balanced regional solid waste management and planning must be maintained and developed so as to insure the efficient and orderly collection of solid waste and recyclable materials.
- It is desirable that the public recognizes its ultimate responsibility to reduce, recycle and dispose of all waste in an environmentally sound manner and that rates must be established at levels which are commensurate with the cost of carry out that responsibility.
- To insure the proper handling of household hazardous and infectious waste, and insure that the community has an ongoing resource recovery and disposal service, and insure that washed-recycling goals are met.
- To insure an efficient, economical and comprehensive solid waste service. Maximize collection services to reduce the adverse environmental impacts of individual collection and disposal efforts. Minimize duplication of service or routes to conserve energy and material resources, to reduce air pollution and truck traffic, and to increase efficiency, thereby minimizing consumer cost, street wear, and public inconvenience.
- The City owns and operates the Merlin Landfill located at 1749 Merlin Road (Township 35 South, Range 6 West, Section 27, Tax Lot 400) and desires to close the landfill in accordance with the requirements of the Oregon Department of Environmental Quality.
- The County and City propose to have the Contractor construct and operate a Solid Waste Transfer Station to be located at 1381 Redwood Avenue to collect, handle, load and transport solid waste to an Approved Landfill. Contractor shall also collect, handle, load, and transport vegetative waste to the City of Grants Pass JOGRO™ composting facility or another composting facility approved by the City.

- The City desires to implement an “Environmental Program Fee” to cover the additional expenses which the City may incur to meet current or future State and Federal solid waste and environmental regulations of past, current or future solid waste handling sites within the City or County.
- City has the authority within its jurisdiction to regulate the collection of solid waste and recyclable materials, including but not limited to, the right to license, franchise and establish rates for solid waste collection and recyclable materials collection, processing and marketing services.
- The Contractor has operated a solid waste collection and disposal business within the City for many years pursuant to a Franchise Agreement with the City. City and Contractor wish to terminate the prior Franchise Agreement, replacing it with this Agreement in its entirety on the effective date of this Agreement.
- Now, therefore, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

Definitions – For the purpose of the Agreement, the following terms shall have the following meaning:

“Allowable Expenses” shall mean all reasonable costs incurred by the Contractor in connection with or arising from the Contractor’s provision of services within the Franchise Area under this Agreement and that, under generally accepted accounting principles, are properly allocable to Contractor’s provision or services within the Franchises Area under this Agreement; provided that “Allowable Expenses” shall not include any “Excluded Expenses” or “Pass through Expenses”. Allowable Expenses shall include, without limitation the following:

- i. The costs of complying with all applicable laws, regulations or orders as now existing or hereafter in effect;
- ii. All labor costs directly or indirectly associated with and necessary to the provision of services required by this Agreement, including all costs associated with all contracts and collective bargaining agreement, supervisory labor, workers’ compensation and all benefits including, but not limited to , health care, pension, payroll taxes, and third party transportation costs;
- iii. All vehicle, equipment, container, and asset costs, including timely replacement, depreciation and interest expenses, vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance for such vehicles and equipment that are reasonably necessary to provide the services defined in this Agreement;
- iv. The costs associated with asset depreciation and operation of the Solid Waste Transfer Station;
- v. Performance bonds and liability insurance premiums that are properly allocable to the provision of services by the Contractor under this Agreement, including but not limited to the premiums for the performance bonds and liability insurance required by this Agreement;
- vi. All administrative and management costs and expenses reasonably allocated to the services required under this Agreement, including, but not limited to, reasonable compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, rent and supplies; provided that there shall be included in Allowable Expenses only that portion of management fees, compensation and benefits paid by the Contractor that is at a level comparable with prevailing industry standards for similar services and positions provided to or at Solid Waste Collection and Recycling companies in Oregon that are similar in size and operations to Contractor, and shall be excluded from Allowable Expenses only that portion of management fees, compensation and benefits paid by the Contractor that is in excess of such levels;

- vii. Amounts paid by Contractor for utility services to the extent the same are properly allocable to the provision of services provided by Contractor under this Agreement;
- viii. Training, worker safety, and employee development costs that, under generally accepted accounting principles are properly allocable to provision services in this Agreement;
- ix. Marketing, promotion and public education costs;
- x. Property, equipment or facility rental or lease costs provided that with respect to any lease entered into by Contractor with a related party, the lease costs under such lease shall only be included in Allowable Expenses to the extent that such lease costs do not exceed those that would be charged by an independent third party to provide the substantially equivalent property, equipment or facilities.
- xi. Costs for collecting maintaining information directly and specifically required by this Agreement , costs of preparing, producing, and printing all reports, information and audits, required under this Agreement (including without limitation the fees and expenses of accountants and other outside advisors and consultants), and all costs and expenses of participating in, complying with or otherwise being subject to the accounting and regulatory processes associated with or required by this Agreement or under law;
- xii. Any expense directly incurred in the collection, handling, processing, storing, transporting, marketing, or sale or other disposition of recyclable materials and any expense incurred in connection with education, promotion and notice of the opportunity to recycle;
- xiii. Any expenses directly incurred to conduct the additional programs described in Sections 3.5.1 through 3.5.7, for the Household Hazardous Waste Collection, the Curbside Leaf Collection, the Spring Clean-up Day, the Holiday Tree Collection, the Roadside/River Clean-up Events, Community Cleanup, and Storm Cleanup Events.
- xiv. Donations or donated services for charitable or civic purposes in Oregon that, in accordance with generally accepted accounting principles, are properly allocable to the services provided by Contractor under this Agreement; provided that the cost of providing such donations or donated services (other than donated services that are either requests by or approved by the City) shall not exceed 2% of Allowable Expenses;
- xv. The Solid Waste Franchise Fees paid to the City;

- xvi. The Base Tip Fee multiplied by the total tonnage of solid waste collected within the Franchise Area and disposed at an Approved Landfill during the period for which Allowable Expenses are being calculated. Any increases in the landfill disposal tip fee above the Base Tip Fee, adjusted for CPI, shall be considered a Pass-Through Expense.
- xvii. The Environmental Program Fee (EPF) placed upon the refuse collected by the Contractor within both the City and County Franchise Areas up to a combined \$100,000 paid by the Contractor to the City and County. Any EPF collected over the combined \$100,000 shall be considered a Pass-Through Expense.
- xviii. The Transfer Station Environmental Program Fee (TSEPF) placed upon the refuse at the transfer station up to a combined \$35,000 paid by the Contractor to the City and County. Any TSEPF collected over the combined \$35,000 shall be considered a Pass-Through Expense.
- xix. Costs associated with providing information for and the preparation of Financial Audits and Performance Evaluations.
- xx. Costs associated with designing, developing and compiling rate applications, participating in the rate setting process and costs associated with all rate reviews.
- xxi. Any other expense determined in advanced by the City and the Contractor to be reasonable and necessary to the provision of the services required under this Agreement and agreed to in writing.

Allowable Expenses as defined above shall be reasonable if they are comparable with the prevailing industry standards for similar expenses incurred by similarly situated Solid Waste and Recycling Collection companies in Oregon. Services under this Agreement may be provided by affiliates of, or related parties to, Contractor provided that they do not exceed the market rate charged by third parties for similar services. If any item or Allowable Expense is questioned by the City, Contractor must submit proof that the item is reasonable.

“Approved Landfill” means a landfill permitted and operated under the regulatory authority of the Oregon Department of Environmental Quality and approved by the City. Approval by the City shall not be unreasonably withheld except for demonstrable environmental or economic considerations.

“Base Tip Fee” as of any date of calculation thereof, means an initial per ton Tip Fee of \$30.00, adjusted (increased or decreased) by the Consumer Price Index change from June 1, 2000 through the date of such calculation.

“Bin” means receptacle provided by Contractor, used by customers for the containment and disposal of recyclable material.

“Bulky Waste” means discarded, large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but cannot be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles.

“Can” means receptacle owned by a customer, used for the containment and disposal of solid waste. The customer’s use of a can requires manual collection service.

“Cart” means receptacle provided by Contractor, used by a customer for the containment and disposal of solid waste or recyclable material.

“City” means the City of Grants Pass, Oregon, and the area within its boundaries, including its boundaries as extended in the future and all property owned by the City, outside city limits. It means all officers, employees, and representatives of the City of Grants Pass.

“City Manager” means the City Manager or his/her designee.

“Collection Holidays” means the following holidays: 1) New Years Day, 2) Thanksgiving, and 3) Christmas Day.

“Consumer Price Index” means the Consumer Price Index for all consumers of the Portland, Oregon standard metropolitan statistical area as compiled by the U.S. Bureau of Labor Statistics.

“Container” means a dumpster or drop box used primarily by a commercial or industrial customer for the containment and disposal of solid waste or recyclable material.

“Council” means the legislative body of the City.

“County” means Josephine County to include all areas designated as Urban Growth Boundaries. It means all officers, employees, and representatives of Josephine County.

“Customer” means those generators of solid waste or recyclable materials to whom Contractor provides collection services within the Franchise Area under this Agreement and who have not been refused service pursuant to Section 3.1.12 hereof.

“DEQ” means the Oregon Department of Environmental Quality.

“Effective Date” means the date of the last required signature by either party to this Agreement.

“Effective Anniversary Date” means the yearly anniversary (same month and day) of the effective date.

“Environmental Program Fee” or “EPF” means any fees assessed on the rates for the purpose of environmental activities associated with solid waste management.

“Environmental Program Trust” or “Trust” means a trust account maintained by the City with its sole purpose being for the purpose of environmental activities associated with solid waste management. The trust will be used only for solid waste programs, environmental monitoring, landfill post-closure maintenance, and remediation of contaminated sites or other actions ordered by the Oregon Department of Environmental Quality’s Solid Waste or Cleanup Divisions.

“Excluded Expense” means the following expenses incurred by the Contractor in connection with or arising from Contractor’s provision of services within the Franchise Area under this Agreement:

- i. Fines or penalties incurred by the Contractor.
- ii. Federal or state income taxes.
- iii. Payments made by the Contractor for services provided by related party(ies) to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service.
- iv. Attorney’s fees and related expenses resulting from:
 1. Any judicial proceeding in which the City and the Contractor are adverse parties. If the Contractor prevails, the Contractor’s expenses shall be considered a Pass-Through Expense.
 2. Any judicial proceeding in which the Contractor is ruled to be liable due to willful misconduct, gross negligence or violation of law or regulation.
- v. Management fees, compensation and benefits paid by the Contractor but only to the extent that they exceed the levels that are comparable with prevailing industry standards for similar services and positions provided to or at Solid Waste and Collection and Recycling companies in Oregon that are similar in size and operations to Contractor.
- vi. Dividends paid by Contractor to its shareholders, or other payments made by Contractor to its owners or shareholders that, for federal income tax purposes, are treated as dividends.
- vii. Cash contributions for charitable or civic purposes outside of Oregon, political causes, or candidates for political office.
- viii. Any other expenses to the extent they are excess of Prevailing Industry Standards.

“Franchise Area” means an area of the City, that will be serviced by this Agreement. Boundaries of the Franchise Area are shown in Exhibit A.

“Franchise Fee” means the fee to be paid by the Contractor to the City pursuant to Section 7.1 hereof.

“Yard Waste Recyclables” means leaves, grass and other yard vegetation. Does not include lumber, wood waste, metal, plastic, concrete, stumps, dirt, glass, trash or dirt.

“Gross Revenue” means the gross receipts derived by the Contractor from: (i) fees collected from residential, commercial, and industrial service customers and other services provided in the Franchise Area under this Agreement and (ii) fees collected at the Solid Waste Transfer Station.

“Hazardous Waste” means any hazardous wastes as defined by ORS 466.005.

“Household Hazardous Waste” means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment, is commonly used around households, and is generated by the household.

“Infectious Waste” means biological waste, cultures and stocks, pathological waste, and sharps, or as infectious waste is defined on ORS 459.386.

“Landfill Disposal Fee” means the fees paid to an Approved Landfill for disposal of Solid Waste.

“Office Holidays” means the following holidays: 1) New Years Day, 2) Memorial Day 3) Fourth of July, 4) Labor Day, 5) Thanksgiving, and 6) Christmas Day.

“Operating Margin” shall be calculated by using the Gross Revenues minus the Allowable Expense minus Pass-Through Expenses. For any period, the Operating Margin shall not be less than 9% and not more than 13% of the Allowable Expenses except as specifically contained in section 6.1 of this agreement.

“Pass-Through Expenses” shall mean (i) the Environmental Program Fee above an amount of \$100,000; (ii) the Transfer Station Environmental Program Fee above an amount of \$35,000; (iii) the Landfill Disposal Fee above the Base Tip Fee, adjusted by the CPI, for the solid waste disposed at an Approved Landfill or (iv) taxes levied by state or local governments upon the Collection of Solid Waste.

“Persons” means any individual, partnership, business, association, corporation, trust, firm, estate, joint venture or other private entity or any public agency.

“Pilot Program” means a program that allows the Contractor to offer services on a trial basis for a limited duration of six months or less and to determine rates for such services

outside the approved rate structure. The City approval is required prior to implementation of a pilot program.

“Prevailing Industry Standards” means the standards for solid waste collection and recycling companies providing similar services in Oregon that are similar in size and operations to the Contractor. Such standards will be determined by comparison of similar communities comprised of 3 communities immediately larger and 3 communities smaller (6 total) than City of Grants Pass.

“Public Place” means any City-owned park, place, facility or grounds within the City that is open to the public, but does not include a street or bridge.

“Public Rights-of-Way” means, without limitation, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, park strips and all other public ways or areas, including subsurface and air space over these areas.

“Putrescible Material” means organic materials that can decompose, which may create foul-smelling, offensive odors or products.

“Rate Categories” shall refer to one or more of the various categories set forth in the Approved Service Rate Schedule to enable a reasonable differential for the service rates authorized to be charged by the Contractor based on differences in the types and levels of services provided to various classes of commercial, industrial and residential Customers and for which the Contractor is authorized to charge different service rates, including, but not limited to, any special categories for extraordinary, or custom, or non-recurring services.

“Receptacle” means cans, carts, bins, containers, drop boxes, or dumpsters.

“Resource Recovery” means the process of obtaining useful material or energy resources from solid waste, including reuse, recycling, and other material recovery or energy recovery or from solid wastes.

“Recycling” means the process of collection, sorting, cleansing, treating or reconstituting Recyclable Materials which would otherwise be disposed in a landfill and returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The collection, transportation or disposal of solid waste not intended for, or capable of, reuse is not Recycling.

“Service” means the collection, transportation, or disposal of or resource recovery from solid waste by Contractor. It also includes, without limitation, collection or source separated materials for compensation.

“Service Rate Schedule” means the schedule of rates for residential and commercial collection, Solid Waste Transfer Station rates and other services provided by Contractor under this Agreement as set forth in Exhibit B attached hereto, as such schedule and Exhibit B may be modified, amended and revised from time to time in accordance with the terms and provisions of this Agreement.

“Solid Waste” means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper, cardboard, sewage sludge, septic tank and cesspool pumping, or other sludge, useless or discarded commercial, industrial, demolition, and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, dead animals and infectious waste as defined in ORS 459.387.

“Solid Waste Reload Station” means a facility to collect and handle solid waste from the Contractor’s collection trucks and load and transport solid waste to an Approved Landfill. The facility will not provide disposal services for residential or commercial customers, only for the Contractor’s collection trucks.

“Solid Waste Transfer Station” or **“Transfer Station”** means a facility to collect, handle, load and haul solid waste from residential, commercial customers, and Contractor haulers.

“Source Separation” means the separation of waste materials by the generator in preparation for recovery by recycling or reuse.

“Term” means the term of this Agreement, as provided for in Section 2.2.

“Tip Fee” means the rates and charges required to be paid for disposing of solid waste at an Approved Landfill. Such term shall include not only the fee paid for utilization of the Approved Landfill for disposal purposes, but also any charge imposed for the purpose of funding landfill closure or post-closure costs or any other costs of complying with the requirements of environmental or other applicable laws or regulations.

“Transfer Station Environmental Program Fee” or **“TSEPF”** means the fees assessed on the rates at the Transfer Station for the purpose of environmental activities associated with solid waste management.

“Waste” means any material that is no longer wanted by or is no longer usable by the generator, producer or source of the material, which material is to be disposed of or to be resource-recovered by another person. Even though materials which would otherwise come within the definition of “waste” may from time to time have value and thus be resource-recovered does not remove them from this definition. Source-separated wastes are “wastes” within this definition.

SECTION 2 GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 2.1 **Franchise** – Subject to the conditions and reservations contained in this Agreement, the City hereby grants to Southern Oregon Sanitation, Inc., the right, privilege, and exclusive franchise to collect, dispose, sell and transport solid waste and recyclable material generated within the City Franchise Area as depicted in Exhibit A.
- 2.2 **Term** – This franchise Agreement and the rights and privileges granted herein shall take effect on the Effective Date of this Agreement and remain in effect for a term of 7 years. At each Effective Anniversary Date, this Agreement will be automatically renewed for an additional one year added to the end of the Term. If the City desires to terminate this Agreement, it will notify the Contractor in writing prior to the Effective Anniversary Date that the automatic annual renewals have been terminated. The Agreement will then terminate 6 years after the next Effective Anniversary Date.
- 2.3 **Other Extensions** - In addition to the conditions above in Section 2.2, the City reserves the right to extend the term of the Agreement for any period up to one year in the event of termination by the City for default of this Agreement in accordance with Section 8.2.
- 2.4 **Termination of Prior Franchise Agreement** - Immediately upon this Agreement becoming effective, the prior Franchise Agreement shall be terminated and replaced and superseded in all respects by this Agreement.
- 2.5 **Ownership of Waste** – Unless otherwise stated, solid waste properly placed out for collection is the property of the Contractor. Under no circumstances shall Hazardous Waste collected by the Contractor become the property or responsibility of the Contractor.
- 2.6 **Infectious Waste** – As defined by ORS 459.386, infectious waste is to be included in the definition of solid waste, and therefore, becomes the property of the Contractor once properly placed for collection.
- 2.7 **Hazardous Waste** – Except as otherwise provided in this Agreement, the Contractor is not required to store, collect, transport, dispose of or resource recover hazardous waste.
- 2.8 **Franchise Exemptions** – Nothing in this Agreement requires a franchise or permit for the following:
- 2.8.1 The collection, transportation and reuse of repairable or cleanable discards by a private charitable organization regularly engaged in such activity.
- 2.8.2 The collection, transportation, and reuse or recycling of totally source separated materials by a Qualified Nonprofit Agency or Qualified Rehabilitation Facility in accordance with ORS 279.835.

- 2.8.3 The collection, transportation, and reuse or recycling of totally source-separated materials or operation of a collection center for totally source-separated materials by a religious, charitable, benevolent or fraternal organization, provided the organization is using the activity for fund raising. These organizations shall not collect more than 20 tons of recyclables per year or conduct their recycling operations for more than 3 months per year without the City's authorization. If such organizations request that they be allowed to collect or operate above these limitations, the City will notify the Contractor of the request and will allow at least 30 days for the Contractor to comment on the proposal. Organizations engaged in these activities shall make periodic reports in a form as the City may reasonable require.
- 2.8.4 The collection, transportation or redemption of returnable beverage containers under ORS Chapter 459 and that portion commonly known as the "Bottle Bill".
- 2.8.5 The generator or producer who transports and disposes of waste created as an incidental part of regularly carrying on the business of auto wrecking to the extent licensed by the State of Oregon; janitorial service; septic tank pumping, sludge collection or disposal service; or gardening or landscape maintenance. "Janitorial service" does not include primarily collecting wastes generated by a property owner or occupant.
- 2.8.6 The transportation of solid waste by an individual, produced by such individual or the individual's household, to a disposal site or recycling site. In the case of non-owner-occupied property, the waste is produced and owned by the tenant and not by the landlord, property owner or agent.
- 2.8.7 The purchase of totally source-separated solid waste for fair market value; provided, the person engaging in this practice or business obtains a permit from the City for this service prior to commencing business in the Franchise Area.
- 2.8.8 A contractor registered under ORS Chapter 701 for hauling waste created in connection with the demolition, construction, or remodeling of a building or structure or in connection with land clearing and development. Such waste shall be generated by the contractor in connection with the contractor's construction site and hauled in equipment owned by the contractor and operated by the contractor's employees.
- 2.8.9 Government employees providing solid waste and recycling collection services to City operations and facilities. Government agencies acting as their own contractor in the demolition, construction, or remodeling of a building or structure.
- 2.8.10 Unless exempted by subsections above, or granted an exclusive franchise pursuant to this Agreement, no person shall solicit customers for service, or advertise the providing of service, or provide service in the City.

- 2.9 **City Authority** – The City reserves the right to determine the services authorized by this Franchise Agreement. Any services so required by the City shall be considered an Allowable Expense.

SECTION 3
COMMUNITY STANDARDS FOR COLLECTION AND DISPOSAL
OF SOLID WASTE AND RECYCLABLE MATERIALS

- 3.1 **Collection Standards** – Collection of solid waste and recyclable material shall be performed in such a way as to comply with all Federal, State and local environmental regulations. In addition, the Contractor shall:
- 3.1.1 Provide solid waste collection services to any person living within or conducting business within the limits of the Franchise Area.
 - 3.1.2 Provide for residential curbside collections of solid waste at least once a week. Other collection schedules for residential and commercial Customers may be offered in accordance with the Approved Rate Schedule.
 - 3.1.3 Provide collection of Infectious Waste as defined in ORS 459.387, or be able to demonstrate that the service is being provided within the Franchise Area by a qualified company. Collection shall be provided in a manner consistent with the requirements of all-applicable laws and regulations.
 - 3.1.4 Perform curbside collections of recyclable materials at least once a week in residential districts within the Urban Growth Boundary of the Franchise Area or as often as required by ORS 459 and ORS 459.A.
 - 3.1.5 Within the City of Grants Pass, SOS will offer a yard waste cart to all single family residential customers with weekly or every other week garbage service. All Multi-family units such as duplexes up to apartment complexes and mobile home parks will be offered one cart. Any customer that is part of the program may request an additional cart for the approved monthly rate. As determined by SOS Yard Waste carts will be serviced every other week other than for three weeks during Spring (April and May) and for six weeks during Fall/Winter (November/December) other than the week of Thanksgiving which shall have no pickup. Extra bags for a charge shall be taken but must be of paper construction as plastic bags will not be taken in the Yard Waste Program. Customers that place plastic bags out will be notified that they cannot be accepted as yard waste and given the option to have it taken as trash. All material shall be taken to a DEQ licensed composting facility or other such approved site.
 - 3.1.6 Provide collection of residential solid waste carts or cans, and recyclable materials on the same day of the week. Contractor shall not be required to go into garages or other buildings to make pick-ups at residences, nor shall the Contractor be required to go into closed areas, through enclosed gates, or up or down stairs to make pick-ups.

- 3.1.7 Provide will-call service for container service for residential and commercial customers within 2 business days of initial request for service.
- 3.1.8 Use due care to prevent solid waste from being spilled or scattered during collection. If any solid waste or recyclable material is spilled during collection, Contractor shall promptly clean up all spilled materials. All can/cart and container lids must be replaced after contents are emptied and the can/cart or container shall be returned to its original position so as to not jeopardize the safety of motorist, pedestrians or bicyclists.
- 3.1.9 Use reasonable care in handling all collection receptacles and enclosures. Damage caused by the negligence of the Contractor's employees to private property, including landscaping, is the responsibility of the Contractor and shall be promptly adjusted with the owner.
- 3.1.10 Ensure that all solid waste and recycling collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise emission standards. The City may conduct random checks of noise emission levels to ensure such compliance.
- 3.1.11 Offer suspension of service at no cost to customers who temporarily discontinue service for any period of one week or more, up to four times per calendar year. The customer must request the suspension of service no later than noon on the business day, excluding weekends, prior to the date of discontinuance.
- 3.1.12 Notify in the event of changes to the collection schedule, all affected customers within 7 calendar days of any change. The Contractor shall not permit any customer to go more than 12 calendar days without service in connection with a collection schedule change. In the event of a schedule change, the Contractor shall pick-up any extra refuse placed with the regular service containers at no additional charge to the Customer.
- 3.1.13 Have the option to refuse collection service upon non-payment of a billing or portion of a billing after account becomes 45 days past due, or upon refusal to pay required advance payments, delinquent charges, or charges associated with starting a new service. Contractor may withhold collection services, providing at least a ten (10) day notice is given to subscriber.
- 3.1.14 Continue collection services except in cases of street or road blockage, excessive weather conditions, acts of God, or customer violations of public responsibilities beyond the Contractor's control. Adverse labor relations issues such as strikes or walkouts, shall be considered to be within the control of the Contractor and shall not prevent collection and disposal services as required by this Agreement.
- 3.1.15 Contractor shall dispose of waste in the Approved Landfill unless extraordinary circumstances apply. The City reserves the right to approve any disposal site used

by Contractor. Approval of a proposed disposal site shall not be unreasonably withheld except for demonstrable environmental or economic considerations. The designated disposal site at the time of the signing of this Agreement is at the Merlin Landfill located near Merlin, OR. When Merlin Landfill closes, sometime in late 2000, the Dry Creek Landfill located near Medford, Oregon shall be considered an Approved Landfill. The Contractor may propose other landfills for approval by the City. The Contractor shall not dispose of waste at any other site without the written approval from the City.

3.2 **Recycling Standards** – Recycling services shall include the following:

- 3.2.1 For residential customers within the Urban Growth Boundary of the Franchise Area with regular weekly service, provide on-route residential recycling service including a recycle bin at no additional charge. Additional recycle bins shall be provided upon request at a cost equal to the actual cost incurred by Contractor.
- 3.2.2 For single-family household customers within the Urban Growth Boundary of the Franchise Area, the recyclable materials listed in Exhibit C shall be picked up curbside at least once each week on a designated collection day.
- 3.2.3 For apartments and other multi-family households and units customers within the Urban Growth Boundary of the Franchise Area, the recyclable materials listed in Exhibit C shall be collected at least once each week on a designated collection day. Materials shall be collected curbside or in a designated collection center in cooperation with the building owner or manager.
- 3.2.4 Recycling-only customers shall be offered bins and be provided weekly recycling service at a rate provided for on the Approved Rate Schedule.
- 3.2.5 Commercial recycling service shall include barrels for fine-grade paper and cardboard recycling containers provided at no additional charge.
- 3.2.6 For commercial customers, the recyclable materials listed in Exhibit C shall be collected at least once each week on a designated collection day.
- 3.2.7 For large quantities of cardboard, the frequency of pickup-service shall be determined by agreement between the generator and the collector. Agreements shall give due consideration to the volume of the material, storage capacity of generator, and generator's location.
- 3.2.8 Contractor must provide notice to customer if recyclable material placed at curbside is not collected due to improper preparation. Notice must include adequate explanation of refusal for collection, and local phone number for additional information. Employee shall leave notice in the customer's bin or securely attached to the bin or the customer's front door. Employee shall collect any properly prepared material that is accessible. The purpose of the notice is to

educate residents and increase program participation, and shall be written in such a manner as to accomplish this purpose.

- 3.2.9 Operate and maintain at least one collection center within the City that permits residents to deliver recyclables to the site. Collection center shall be opened at least normal business hours to the public. Site shall accommodate at a minimum all recyclable materials collected at curbside.

- 3.3 **Public Education** – Contractor shall provide the following public education and promotion of activities for recycling, waste reduction, reuse, and residential composting, and cooperate with other persons, companies, or local governments providing similar services. Contractor shall:

- 3.3.1 Provide a recycling information center within Franchise Area, with local telephone access and information concerning collection schedules, recycling locations, recyclable material preparation, reuse programs, waste reduction strategies and residential composting programs with on-site demonstration projects, if appropriate. Recycling information booths at appropriate community events shall also be provided by Contractor to promote and increase recycling awareness and participation.
- 3.3.2 Provide recycling notification and educational packets for all new residential, commercial, and industrial collection service customer specifying the collection schedule, materials collected, proper material preparation, reuse programs, waste reduction strategies and recycling benefits.
- 3.3.3 Implement other educational programs as currently required or are required in the future by State regulations. Implement the recycling education programs which provide for recycling credits or which result in other benefits to the City or the watershed as described in Exhibit D. Any modifications to the State's education program described Exhibit D shall be cause for reevaluation by the City and Contractor and their mutual agreement as to their desire to continue such programs. Future optional recycling programs offered by the State shall be evaluated by the City and the Contractor and implemented only upon mutually agreement by both the City and Contractor.
- 3.3.4 Coordinate with school districts and local private schools to assist in promoting awareness of recycling and waste reduction strategies to children, and to cooperate within the districts in their recycling efforts and programs.
- 3.3.5 Promote solid waste reduction and recycling education through local widespread media, such as radio or newspapers, no less than ten (10) times each year. Promotional information shall focus on recycling, reuse and waste reduction strategies.

- 3.3.6 Provide the City with sufficient copies for distribution upon request of all promotional fliers, DEQ reports and other related information as requested.
- 3.4 **County Wasteshed** – Coordinate recycling efforts with other solid waste collection efforts in the Josephine County Wasteshed to further enhance recycling and recovery, efforts, and to meet wasteshed recovery goals as mandated by the state.
- 3.5 **Additional Services**
 - 3.5.1 Contractor shall provide an annual hazardous waste collection event for residential and small business, commercial Conditionally Exempt Generators. Commercial customers shall be notified at least thirty (30) days in advance of the collection event. Contractor shall ensure to properly manage, recycle, or dispose of the hazardous waste collected in a manner consistent with the rules of the Oregon Department of Environmental Quality for hazardous waste collection, storage, transportation and disposal. The collection event may be held in conjunction with Jackson County.
 - 3.5.2 Contractor shall provide for an annual Spring Cleanup Day. The Spring Cleanup Day will allow City and County residents to dispose of 1 cubic yard of refuse without charge at the Solid Waste Transfer Station. Contractor shall advertise the events in the local newspaper and on local radio stations for at least 3 weeks prior to the event.
 - 3.5.3 Contractor shall provide or insure the collection and recycling of holiday trees within the Urban Growth Boundary of the Franchise Area placed at curbside for a period of three (3) weeks, beginning December 26th of each year, at no additional charge. Trees are to be taken to a DEQ licensed composting facility or other such approved site.
 - 3.5.4 Contractor shall provide disposal service of up to 60 cubic yards per year at no cost for roadside collection and river cleanup events as approved by the City.
 - 3.5.5 Contractor shall provide disposal service at no cost for two community or neighborhood cleanup events per year within the Franchise Area as approved by City Enforcement officers. The Contractor shall deliver, pick-up and dispose of one 20 cubic yard container for each cleanup event.
 - 3.5.6 Contractor shall provide for storm debris collection of tree limbs, leaves, etc., on an as needed basis. Contractor may charge a fee for such disposal.
- 3.6 **New Additional Services** – Where a new service or a substantial expansion of an existing service is proposed by the City or the Contractor, the following shall apply.

- 3.6.1 If service is proposed by the City, the Contractor shall receive prior written notice of the proposed service and justification by the City. If service is proposed by the Contractor, the City must be notified in writing prior to any consideration by the City.
- 3.6.2 The City may hold a public hearing on the proposed service and justification.
- 3.6.3 In determining whether the service is needed, the City shall consider the public need for the service, the effect on rates for service, and the impact on other services being provided or planned, the impact on any city, county or regional solid waste management plan, and compliance with any applicable statutes, agreements or regulations.
- 3.6.4 If the City determines the service is needed, the Contractor shall have the option to provide the service on a temporary basis through a pilot program to determine if the service is functional on a permanent basis or the Contractor may agree to provide the service on a permanent basis within a specified time. Any expenses incurred for an approved service shall be considered an Allowable Expense.
- 3.6.5 If the Contractor rejects the service, the City may contract with another party to provide only that service. If the City offers a contract to another party to perform that service for a specified fee, the Contractor shall be notified in writing of the conditions of the proposed contract. The Contractor shall be provided an opportunity to accept the proposed contract without conditions within 7 days of notification. If the Contractor does not accept the proposed contract within the 7 day period, the City shall contract with the other party. If another party is contracted with to provide the limited service, they shall comply with all applicable provisions of this Agreement.
- 3.7 **Special Service** - Where a customer requires an unusual service requiring added or specialized equipment solely to provide that service, the Contractor may require a contract with the customer to finance and assure amortization of such equipment. The purpose of this subsection is to assure that such excess equipment or specialized equipment not become a charge against other ratepayers, if the customer later withdraws from service.
- 3.8 **Subcontracting** – Contractor may subcontract with other persons to provide specialized or temporary service covered by this Agreement, but shall remain totally responsible for compliance with this Agreement. Contractor shall provide written notice of intent to subcontract services prior to entering into agreements. If sub-contracting involves a material portion of the Contractor service, the Contractor shall seek the approval of the City.
- 3.9 **Equipment and Facility Standards**

- 3.9.1 All equipment shall be kept well painted, and properly maintained in good condition. Vehicles and containers used to transport solid waste shall be kept reasonably clean to ensure no contamination to the environment.
 - 3.9.2 All vehicles and other equipment shall be stored in a safe and secure facility in accordance with applicable zoning and environmental regulations.
 - 3.9.3 Trucks shall be equipped with a leak proof metal body of the compactor type including front, rear, or automatic loading capabilities.
 - 3.9.4 Pick-up trucks, open bed trucks or specially designed, motorized local collection vehicles (e.g. three-wheeled scooters) used for the transporting of solid waste must have a leak proof refuse container.
 - 3.9.5 All fuel, oil, or vehicle fluid leaks or spills that result from the Contractor's vehicles must be cleaned up immediately. All vehicles must carry, or have readily available, an acceptable absorbent material for use in the event of leaks or spills. Damages caused by fuel, oil or other vehicle fluid leaks or spills from Contractor's vehicles or equipment shall be at Contractor's expense.
 - 3.9.6 All vehicles used by the Contractor in providing solid waste and recycling collection services shall be registered with the Oregon Department of Motor Vehicles and shall meet or exceed all legal operating standards. In addition, the name of the Contractor, local telephone number and vehicle identification number shall be prominently displayed on all vehicles.
 - 3.9.7 All collection vehicles shall not exceed safe loading requirements or maximum load limits as determined by the Oregon Department of Transportation and by the City. Contractor shall endeavor to purchase and operate equipment that minimizes damage to City roads.
 - 3.9.8 If Contractor determines containers are becoming a health hazard, requiring cleaning, such service shall be an additional maintenance charge to the waste producer or generator.
 - 3.9.9 In cooperation with the City of Grants Pass Public Safety, the Contractor shall remove graffiti from all the Contractor's containers and facilities.
- 3.10 **Safety Standards** – The Contractor shall operate within guidelines of the Oregon Department of Transportation, Oregon Public Utility Commission, Oregon Occupational Health and Safety Administration, Department of Environmental Quality, Josephine County Administrative Rules, City of Grants Pass Municipal Code and all other rules and regulations as they apply.
- 3.10.1 The Contractor shall provide suitable operational and safety training for all of its employees who maintain, use, or operate vehicles, equipment, or facilities for

collection of waste or who are otherwise directly involved in such collection. Employees involved in collection services shall be trained to identify, and not to collect Hazardous Waste or Infectious Waste. Employees who do handle such waste shall be properly trained.

- 3.11 **Right-of-Way Standards** – The Contractor shall ensure proper and safe use of public right-of-ways and provide compensation to the City in consideration of the grant of authority to operate a solid waste collection and disposal system within the Franchise Area as directed in this Agreement.
- 3.12 **Customer Service Standards** – Contractor shall:
- 3.12.1 Provide sufficient collection vehicles, carts, bins, containers, facilities, personnel and finances to provide all types of necessary services as determined by the City.
 - 3.12.2 Sufficiently staff, operate and maintain a business office and operations facility within the Franchise Area.
 - 3.12.3 Establish minimum office hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, not including Office Holidays.
 - 3.12.4 Ensure responsive, customer service oriented business. Provide customers with a local telephone number, listed in a local directory, to a local business office. Adequately staff operations to provide prompt response to customer service requests or inquires and respond promptly and effectively to any complaint regarding service.
 - 3.12.5 Train collection crews prior to their beginning solid waste and recycling collection, and office staff prior to having public contract. The scope of the training shall include, but is not limited to, acceptable safety practices, acceptable standards of service to the public, courteous customer service, and accuracy and completeness of information.
 - 3.12.6 Require all employees of the Contractor and all employees of persons under contract with Contractor to present a neat appearance and conduct themselves in a courteous manner. The Contractor shall require its drivers and all other employees who come into contact with the public, to wear attire that identifies the Contractor.
 - 3.12.7 Designate at least one qualified employee as supervisor of field operations.
- 3.13 **Annual Reporting Standards** – Contractor shall keep current, accurate records of account. The City may inspect the records of account any time during business hours and may audit the records from time to time. If an audit of the records is required, the cost of such satisfactory independent audit shall be considered an Allowable Expense. To avoid unnecessary hardship to the Contractor, the City and County will coordinate their

requests for audits such that requests for audits will not occur any more frequently than once every three years.

The Contractor shall submit to the City an Annual Report, no later than March 31st of each year, documenting the activities and achievements of all programs undertaken pursuant to this franchise for the previous calendar year. The City shall evaluate the effectiveness of the programs in terms of the account, level, and quality of the services provided by the franchise. The report shall include the following specified information:

3.13.1 Total franchise payments remitted and basis for calculations;

3.13.2 Year-end financial statements of the Contractor for service within the Franchise Area only, including:

- Summary of financial highlights
- Statement of income and retained earnings
- Balance sheet
- Statement of changes in financial position
- Schedule of expenses

Contractor may allocate expenses for the Franchise Area by a pro-rated portion based upon Gross Revenues.

3.13.3 Annual recycling data form as submitted to Josephine County Environmental Health Division.

3.13.4 Performance Evaluation information described in Section 6.7.

3.13.5 Number of residential, commercial, and industrial customers within the city limits (Grants Pass and Cave Junction) and outside the city limits for the Franchise Area. Also the number of customers served at the Transfer Stations. Number of customers receiving recycling services in the same categories. The customer numbers shall reflect the number of customers on December 31st of each year. Provide a three year history for each category.

3.13.6 Other information pertaining to performance standards specified in the franchise Agreement.

SECTION 4 PUBLIC RESPONSIBILITIES

- 4.1 **Customer Conditions** – The Contractor shall be obligated and required to furnish services to residents of the City, subject to the terms of this Agreement and compliance by the Customers with reasonable standards and requirements pertaining to the use of placement and access to the customer’s containers and cans. The following are the present standards established by the Contractor in compliance with state and federal regulations:
- 4.1.1 Garbage cans shall not exceed 65 pounds gross weight or 32 gallons in size.
 - 4.1.2 If Contractor requires a roll cart system of collection, Contractor will provide the roll cart which shall be limited to two pounds per gallon capacity.
 - 4.1.3 Trash cans of rigid construction shall be installed or used, which have tight-fitting lids or covers, adequate hand holds or bails, and be maintained in good condition.
 - 4.1.4 No sunken refuse can shall be installed or used. Where sunken cans are in use, it shall be the responsibility of the customer to place the refuse container on the top of the ground for collection and to cover it. In all events, the Contractor shall not be obligated to remove sunken cans from their underground storage.
 - 4.1.5 Refuse cans with tight fitting lids, must be made of a material that will not break or crack in freezing weather, be waterproof, easily cleanable. Generator or producer of waste shall clean cans/carts and shall keep the area around cans/carts and containers free of accumulated wastes.
 - 4.1.6 The customer shall provide safe access to the pickup point so as not to jeopardize the safety of the driver, a collection vehicle, the motoring public, or create a hazard or risk to the Contractor. Contractor may identify the location that garbage cans must be placed at the curb if so desired, or so directed by the City.
 - 4.1.7 All containers, one cubic yard or larger, must be set upon a smooth, dry, hard surface, and be readily serviceable from a public right-of-way.
 - 4.1.8 In the case of customers who violate the above conditions, the Contractor shall not be required to furnish service until the violation is corrected. Contractor shall give violating customers reasonable notice of said violations and an opportunity to cure prior to terminating services.
- 4.2 **Unacceptable Wastes** – No person shall place hazardous or infectious wastes for collection or disposal by Contractor at the curbside. Hazardous waste shall only be disposed at collection events for this specific purpose. Infectious waste must be handled through a separate authorized collection process provided in accordance with Section 3.1.3.

- 4.3 **Accumulation of Waste** – No person shall accumulate or store waste that is unsightly or in violation of the City’s nuisance ordinance, or in violation of regulations of the Oregon Department of Environmental Quality.
- 4.4 **Unauthorized Removal** – No unauthorized person shall remove solid waste placed out for collection and resource recovery except the person so placing or the Contractor. This subsection does not apply to the purchase of materials for fair market value as exempted by Section 2.8.6 of this Agreement.
- 4.5 **Stationary Compactor** – No person shall install a stationary compacting device for handling of solid wastes unless it complies with Contractor’s equipment and requirements, and all applicable federal, state , and local laws and regulations. Contractor shall not service any such device unless these requirements are adhered to at all times.

SECTION 5
SOLID WASTE RELOAD STATION
AND SOLID WASTE TRANSFER STATION

- 5.1 **Facility Location** – The Contractor shall construct and operate a Solid Waste ~~Reload~~ Transfer Station to be located at 1381 Redwood Avenue.
- 5.2 **Permitting** – The Contractor will also be responsible to obtain a site development permit, building permit, and any other permits required by the City or County, as well as a solid waste permit from the DEQ.
- 5.3 **Facility Requirements** – The facility plans for the Solid Waste Reload Station must be reviewed and approved by the City and County.
- 5.4 **Facility Operations** – The Transfer Station may be operated at times for the Contractor's convenience for its trucks and for the public it shall be open seven days per week, excluding Collection Holidays from the hours of 9:00 AM to 3:30 PM at a minimum. The facility is to include a recycling area accessible prior to the point of payment for disposal. The materials to be accepted for recycling are listed in Exhibit C, list of Recyclables. The facility shall also include a drop off area for vegetative waste, which shall be transported to a DEQ licensed or approved composting facility.
- 5.5 **Disposal Rates** – The rates to be charged at the Transfer Station are to be in accordance with the rates on Exhibit E, Transfer Station Rate Schedule. The approved service rate charges are to be applied uniformly to all waste handled at the facility, including waste brought in by the Contractor from their collection routes. The rates for the Transfer Station shall be determined and approved with the conditions and procedures described in Section 6.
- 5.6 **Transfer Station Franchise Fee** – The Contractor shall pay a Transfer Station Franchise Fee to City of 2.5 percent per annum of the total Gross Revenues derived from services at the transfer station, excluding the fees paid for waste brought in by a Contractor on which a Franchise Fee has already been paid to the City or County. The conditions of the Transfer Station Franchise Fee shall be in accordance of Sections 7.1.2, 7.1.3, 7.1.4, 7.1.5, and 7.1.6 of this Agreement.
- 5.7 **Transfer Station Environmental Program Fee** – The City may place an additional fee on the rates for the waste brought to the Transfer Station as a Transfer Station Environmental Program Fee (TSEPF). This TSEPF shall exclude waste brought to the Transfer Station by a Contractor on which an EPF has been assessed. The TSEPF would be an Allowable Expense up to a combined \$35,000.00 paid by the Contractor to the City and County. Any TSEPF collected over the combined \$35,000.00 shall be considered a Pass-Through Expense. The City's TSEPF shall be in addition to any TSEPF placed upon the waste by the County. If the total TSEPF fees paid by the Contractor are over \$35,000.00, the amount to be considered an Allowable Expense by the City will be calculated using the following equation:

$$\frac{\text{City's TSEPF}}{(\text{City's TSEPF} + \text{County's TSEPF})} \times \$35,000.00$$

The conditions and rates of the TSEPF shall be in accordance with Section 7.2 of this Agreement.

5.8 **Surcharge Funding** – If the total expenses resulting from the operation of the Solid Waste Transfer Station exceed the revenues generated by the Transfer Station, the City will consider the following actions to balance the funding requirements listed in order of preference:

- 1) Review the rates charged at the Transfer Station and evaluate the potential for increasing rates to cover expenses. This evaluation will consider optimizing total revenues generated, the service level provided to the public, and impacts to illegal dumping in the County.
- 2) If the City determine that further rate increases are not acceptable based upon the above criteria, the City may impose a Surcharge on the Contractor's customers based proportionately on the number of service customers from the last annual report over both the City of Grants Pass and Josephine County Franchise Areas to balance the deficit.

5.9 **Involuntary Closure of the Reload Station Due to Action by Outside Party** – In the event the use of the property as a Transfer Station is challenged by any third party, or governmental agency or body, the CONTRACTOR shall be solely responsible for the defense of the property's use as a Transfer Station.

In the event the defense is unsuccessful and the premises can no longer be used as a Transfer Station, the Contractor agrees to proceed as follows:

- 5.9.1 The Contractor shall attempt to site a replacement Transfer station.
- 5.9.2 If a replacement Transfer Station is approved by the appropriate governmental entities, the capital depreciation and operational costs of the replacement Transfer Station shall be considered an Allowable Expense in the same manner as the original Transfer Station during its operation.
- 5.9.3 Contractor shall be allowed to claim the Allowable Expenses from the original Transfer Station up to the time that the replacement Transfer Station becomes operational. At that time, continued capital depreciation of the original facility shall not be treated as a Pass-Through or an Allowable Expense and no reimbursements shall be allowed for the original facility's maintenance.
- 5.9.4 If a replacement Transfer station is not approved or otherwise sited within Josephine County, continued capital depreciation of the original facility shall not

be treated as a Pass-Through or an Allowable Expense and no reimbursements shall be allowed for the original facility's maintenance.

SECTION 6 RATES AND REVIEW

- 6.1 **Rate Structure** – This section provides the basis for the Contractor's rates under this Agreement and outlines the Rate Review process and the associated Financial Audit and Performance Evaluation. The initial rates are set forth in the Approved Service Rate Schedule, Exhibit B, which initial rates are those established by the previous Franchise Agreement. Rates established by the City are fixed rates and the Contractor shall not charge more or less than the fixed rate unless approved by the Council. The Contractor shall not charge rates not in the rate schedule.

The rate structure shall provide the Contractor sufficient Gross Revenues from its operations within the Franchise Area an amount sufficient to: (1) cover all Allowable Expenses and Pass-Through Expenses; plus (2) produce an additional amount equal to the Operating Margin. An acceptable Operating Margin is considered to be not less than 9% and not more than 13% of the Allowable Expenses. Excluded Expenses may not be included in the determination of sufficient Gross Revenues.

When determining if the Operating Margin is within the acceptable limits, the Operating Margin shall be determined by averaging the previous two (2) years of financial information. In the event that a rate increase has been implemented in the preceding two years, and if the Operating Margin is above the upper limit of 13%, funds in excess of the 13% Operating Margin shall be contributed to the EPF Trust in an amount such that the previous 2 years average Operating Margin is adjusted down to 13%. Provided no rate adjustments have been made in the prior two years, if the Operating Margin is above the upper limit of 13% for the previous 2 years, the funds in excess of the 13% Operating Margin shall be split with 50% of the excess funds retained by the contractor and 50% paid to the EPF Trust Fund. In addition, a rate review process may be initiated by the CITY/COUNTY in order to adjust rates such that the sufficient Gross Revenues produce an Operating Margin within the acceptable range. If the average Operating Margin is less than 9%, the Contractor may initiate the rate adjustment process such that future sufficient Gross Revenues produce an Operating Margin within the acceptable range.

If the Contractor can demonstrate that their Operating Margin has been less than 5% for the previous 6 months, the Contractor may request a hearing with the City to describe the unanticipated circumstances causing the increased expenses and the reduced Operating Margin. If the circumstances could not have been anticipated and are beyond the Contractor's control, the City may provide an administrative ruling providing for an immediate, temporary rate adjustments to compensate for the unanticipated expenses. The rate adjustment must compensate the Contractor for the deficit below 9% by considering the additional unanticipated expenses as Pass-Through Expenses. This administrative ruling can be extended for a period of not more than 9 months. If the Contractor desires to adjust the rate schedule beyond the 9 month period, the Contractor must initiate the rate adjustment process.

The rate schedules will be revised by an initial rate adjustment after January 1, 2002 based upon the financial information for the fiscal year 2001. The initial rate adjustment and all subsequent rate adjustments applications shall be evaluated following the rules described in Section 6.2.

- 6.2 **Rules For Adjustments of Approved Service Rate Schedule** - The Approved Service Rate Schedule shall be adjusted from time to time in accordance with the procedures set forth in this Agreement so that, based upon the information available at the time of adjustment and reasonable assumptions about the future costs of providing the services required hereunder. The first year on which a full financial audit may be conducted will be the fiscal year 2002.

Following the initial rate adjustment, the Approved Service Rate may be adjusted from time to time as follows.

- (1) At the written request of the Contractor. The Contractor shall provide documented evidence of actual or projected increased operating costs within the Franchise Area which may justify proposed increases.
- (2) At the written request of the City. The City may request a rate adjustment based upon information obtained through a review of the annual reports, periodic Financial Audits, or other information which becomes available which may indicate a significant change in the Contractor's Allowable or Pass-through Expenses.
- (3) At the request of the City. The City may request a rate adjustment in order to change the amount of the Environmental Program Fee.
- (4) The City Manager may, with appropriate documentation submitted by the Contractor, grant an interim or emergency rate for new, special, or different service, including pilot programs, for up to 3 months before the Council review.
- (5) An additional rate adjustment application for a rate adjustment may be made when the cost of collection is increased by governmental regulations, or there is a single large increase in cost not anticipated at the last rate adjustment.

- 6.3 **Information Required for Rate Reviews** – In connection with any Rate Review the following items shall be provided by Contractor to the City at no expense to the City, and in the form prescribed by this Agreement:

- i. To the extent not previously provided to the City, financial statements for the three years immediately preceding the year in which the Rate Review is conducted, which financial statements shall show the Gross Revenue derived by Contractor from the service provided by it in the Franchise Area pursuant to this Agreement separate from the revenues derived by Contractor from any and all other Contractor operations.

- ii. Gross Revenues and Allowable Expenses for the prior three fiscal years by program, Gross Revenues and Allowable Expenses to date for the current fiscal year by program, and project Gross Revenues and Allowable Expenses for the remainder of the current year and reasonable assumptions about the future costs of providing the services required.
- iii. Number of customers and bad debts in each Rate Category.
- iv. Total costs and allocation methods for Allowable Expenses shared with non-franchise services, operations or activities.
- v. To the extent not already provided above or disclosed in the Contractor's audited financial statements previously presented to the City, related party transactions between the Contractor and its affiliates as determined in accordance with generally accepted accounting principles.
- vi. Organization chart reflecting current staffing, job description and salary schedules.
- vii. Contractor's depreciation and equipment replacement schedules.
- viii. Schedule of rates charged at each Disposal Site used by the Contractor along with tonnages disposed at each Disposal Site.
- ix. The Performance Evaluation information described in Section 6.7.
- x. Operational data for the services to be provided by Contractor under this Agreement.
- xi. A proposed service fee (rate schedule) for each Rate Category, together with a rationale for how these rates were determined based on the Contractor's calculated Allowable Expenses and Operating Margin and the number and type of services within each Rate Category.
- xii. Such other information as the City or the Contractor may deem necessary.

6.4 **Rate Review Process** – In connection with each Rate Review hereunder, any proposed adjustments to the Approved Service Rate Schedule shall be considered by the City Manager, who shall thereafter make a recommendation to the City Council regarding the proposed adjustment, which recommendation shall propose an adjustment in accordance with the terms, provisions and requirements set forth in this Agreement.

6.4.1 The City Manager shall consider the following in reviewing a proposed adjustment to the Approved Service Rate Schedule:

- i. The amount of Gross Revenues required to be produced by the Approved Service Rate Schedule, use the following equation:

Gross Revenues = Pass-Through Expenses + Allowable Expenses + Operating Margin

- ii Allowable Expenses, Pass-Through Expenses, the Performance Evaluation data, comparison of rates, and the reasonableness of costs and other information as the City Manager determines to be appropriate.

6.4.2 Upon receipt of the City Manager's recommendation, the Council shall determine whether to approve by Resolution any change in the Approved Service Rate Schedule. The Council may approve or deny any request based on criteria consisting of, but not limited to: increase in the Franchise Area population, extension of City boundaries, increased of intensive residential, commercial or industrial development within the Franchise Area, changes in solid waste or recycling technology, changes in regulatory requirements, or inability of Contractor to adequately handle increased needs for said service. The Council shall deny or approve the completed request as set out in this section within 60 days. Approved Rate Schedule, and such revised Exhibit B shall thereafter supersede and replace the Exhibit B theretofore in effect.

6.4.3 In anticipation of changes in the cost of providing service under this agreement and in lieu of a full rate review as set for in 6.2 through 6.4.2 above, the Contractor and City may agree to a CPI adjustment in the schedules set forth in Exhibit B. If such an agreement is made it shall be done so under the following terms and criteria;

- i. In March of each year at the request of the Contractor and approval of the City an annual adjustment from the prior year's U.S. Department of Labor U.S. City Average Consumer Price Index (CPI-U) will be implemented to the rates set forth in Exhibit "B". If the CPI-U results in a negative amount, no adjustment will be made.
- ii. Only if Contractor's most recent two year average Operating Margin is below 10%, may a CPI increase be requested.
- III. The City has 45 days after receiving the Contractors notice to deny said request. Without action the rates set forth in Exhibit B shall be increased as identified in Contractors notification.
- IV. The Contractor may be allowed to round the resulting rates to the nearest five cents.
- V. The Contractor implements such rate adjustment so that no customer is retroactively billed.

- 6.5 **Rate Categories** - In connection with each adjustment in accordance with the procedures set forth in this Agreement, the Approved Service Rate Schedule shall establish rates for each Rate Category in accordance with the provisions of this Section.
- a. **Basic Allocation of Gross Revenue Requirement Among Rate Categories** – For purposes of determining the Approved Service Rate Schedule resulting from any adjustment pursuant to the terms of this Agreement, the total amount of the Gross Revenues required shall be allocated among the Rate Categories as proposed by the Contractor and approved by the City in order to produce the appropriate Operating Margin.
 - b. **Allocation of Rate Adjustments Due to Changes in Allowable Expenses or Pass-Through Expenses** – Any adjustment to the Approved Service Rate Schedule that results from an adjustment to Allowable Expenses or Pass-Through Expenses shall, to the extent practicable or appropriate, be made on an equal *pro-rata* basis across all Rate Categories; provided that:
 - i. Any increase in rates due to a Pass-Through Expense shall be limited to the Rate Categories for services or for customers, as applicable, with respect to which the Pass-Through Expenses are imposed on, or to be collected by the Contractor; and
 - ii. Where possible, rate adjustments due to an Allowable Expense increase shall be limited to the Rate Categories for services to which the Allowable Expense is attributable.

Notwithstanding the foregoing, the Contractor will cooperate with the City to make any other allocation of rate adjustments across the various Rate Categories as may be reasonably requested by the City so long as, based on the Contractor's estimate of its customer base and the amount of service that will be requested under each Rate Category, the rates collected under all Rate Categories pursuant to the resulting Approved Service Rate Schedule will be sufficient to generate the appropriate Operating Margin.

- 6.6 **Financial Audit** – The City may conduct an audit of Contractor for the initial rate review or as part of any other rate review request as described in Section 6. In addition, the City may engage an auditor to conduct an audit in conjunction with the County at any time, but not more than once in any three year period. The scope of such audit shall be in the sole discretion of the City but shall not extend to matters not germane to determining Contractor's compliance with this Agreement. The audit shall be considered an Allowable Expense. City shall have the right to inspect or review payroll tax reports, specific documents or records required pursuant to this Agreement, or other similar records or reports of Contractor that it shall deem, at its sole discretion, necessary to evaluate the annual reports submitted by Contractor as required herein and Contractor's performance under this Agreement. Any audit shall consider only full fiscal years after the effective date of this Agreement.

6.7 **Performance Evaluation** - In connection with a Performance Evaluation, the Contractor shall provide to the City the Performance Evaluation data described below concerning the performance by the Contractor of collection services within the Franchise Area.

6.7.1 Any expenses incurred to comply with the Performance Evaluation will be considered an Allowable Expense.

6.7.2 Provide a rate comparison for residential and commercial rates using the following localities: City of Grants Pass, City of Cave Junction, City of Ashland, City of Medford, City of Klamath Falls, Josephine County and Jackson County.

For the following service levels: residential 35 gallon container picked up once a week, commercial 2 yard container picked up once a week, and 30 yard drop box with a haul and disposal with a short time frame.

6.7.3 The Performance Evaluation shall include the following information:

- Summary of services provide the previous year.
- Proposed adjustments to the services to be offered in the upcoming year.
- Capital expenditures made in the previous year.
- Anticipated capital expenditures for the upcoming year.
- Landfill rates for general municipal solid waste at disposal location(s) on December 31st of each year. Provide a three year history.
- Tons hauled to the landfill from each transfer station or reloading station. Provide a three year history.

6.8 **Publication of Rates** - Contractor shall provide a minimum of 30 days written notice to customers of rate changes. The notice shall cite the enabling legislation and may be published in the local newspaper or included as part of the regular billing. In the case of interim rate changes pursuant to enabling legislation, Contractor shall file an intended notice of change to the City Manager or other official of City not less than seven (7) days prior to the effective date of the rate change.

6.9 **Confidential Information** – The Contractor may identify as confidential any information required by, submitted to or reviewed by the City, its attorneys or consultants under this Agreement. The Contractor shall not unreasonable designate any such information as confidential, but shall do so only where Contractor reasonably believes such confidentiality is necessary in order to comply with applicable law, to protect the privacy of its shareholders or employees, or to protect Contractor’s legitimate business interest in preventing potential competitors from gaining an unfair competitive advantage by means of access to proprietary information concerning Contractor’s operations. By way of example, but without limiting the right of the Contractor to reasonably designate information as confidential, the Contractor expects that the following information will be the type of information that the Contractor will seek to designate as confidential:

- 6.9.1 How Contractor routes its vehicles in order to provide collection services within the Franchise Area.
- 6.9.2 The detailed provisions of contracts with Customers for collection services. However, summaries of such Customer contracts will be provided by the Contractor on a non-confidential basis if requested by the City.
- 6.9.3 The Contractor's consolidated audited financial statements or the audited financial statements of Contractor's affiliates. However, audited information regarding the allocation of Gross Revenues and Allowable Expenses to Contractor's operations within the Franchise Area will be provided on a non-confidential basis in connection with rate reviews.
- 6.9.4 Individual wages, salaries, bonuses and benefits, dividends and distribution to shareholders and employees of the Contractor.

SECTION 7 FINANCIAL

- 7.1 **Compensation** – In consideration of the rights and privileges granted by this Agreement, Contractor shall pay to City of Grants Pass five (5) percent per annum of its Gross Revenues derived from all services within the Franchise Area and from the sale of recyclable material. Contractor shall also pay five (5) percent per annum of the Gross Revenues derived from franchised services, as defined in this Agreement, earned by persons under contract to, or under the employ of Contractor.
- 7.1.1 Gross revenue of Contractor shall mean revenues derived from all sources of operations within the Franchise Area allowed by law to be included within the term of gross revenue.
- 7.1.2 No expenses, encumbrances, or expenditures shall be deducted from the gross revenue in determining the total Gross Revenue subject to the Franchise Fee, except net uncollectibles, refunded service fees, Pass-Through Expense items, and Excluded Expenses items.
- 7.1.3 To stimulate recycling and reuse and make more materials recyclable, no franchise fee shall apply to gross receipts from collection or sale of recyclable or reusable materials except to the extent that the costs of collection of source separated materials are specifically contained in the base rates for classes of service.
- 7.1.4 The compensation required in this section shall be due on or before the last business day of each and every month for the month preceding. Contractor shall furnish with each payment, a statement by an officer of Contractor, showing the amount of gross revenue of Contractor within the Franchise Area for the period covered by the payment. If Contractor fails to pay the entire amount of compensation due to the City through error or otherwise within the time allotted for, the unpaid balance shall be subject to a late penalty of an additional ten (10) percent, plus interest of two (2) percent per month on the amount of fee due and unpaid from the date due until it is paid together with the late penalty.
- 7.1.5 In the event Contractor is prohibited by state or federal law from paying a fee based on Gross Revenues or the City is prohibited by state or federal law from collecting such a fee, or if any legislation reduces the actual or projected amount of compensation collected in any given year, the City has the right to adjust the rate on the remaining items still allowed by law such that the total compensation provided by this section of this Agreement remains the same as the previous year.
- 7.1.6 Contractor shall not separately identify its franchise fee on billing statements to customers unless it separately identifies all costs which constitute five (5) percent or more of the costs paid by the revenues received from customers.

- 7.1.7 Franchise Area shall be adjusted annually to correct for areas annexed into the City during the previous calendar year. These adjustments shall be based upon the customer count in the annual report described in Section 3.13. The Franchise Fee representing the annexed territory shall be paid to the City beginning July 1 of each year.
- 7.1.8 Nothing contained in this franchise shall give the Contractor any credit against any ad valorem property tax levied against real or personal property within the Franchise Area, or against any local improvement assessment or any business tax imposed on Contractor, or against any charges imposed upon Contractor including permit and inspections fees or reimbursement or indemnity paid to the City.
- 7.2 **Environmental Program Fee** – The City may impose an Environmental Program Fee (EPF) on the base rates and on the Transfer Station rates as part of the Approved Service Rate Schedule. The EPF shall be imposed only after the closure of the Merlin Landfill. The EPF would be an Allowable Expense up to \$100,000 and any amount above \$100,000 would be considered a Pass-Through expense. If the total EPF paid by the Contractor is over \$100,000, the amount to be considered an Allowable Expense by the City will be calculated using the following equation:

$$\frac{\text{City's EPF}}{(\text{City's EPF} + \text{County's EPF})} \times \$100,000$$

The funds collected will be used only for solid waste programs, environmental monitoring, landfill post-closure maintenance, and remediation of contaminated sites or other actions ordered by the DEQ's Solid Waste or Cleanup Divisions.

- 7.2.1 The City will establish an Environmental Program Trust (Trust) in which the EPF will be deposited. The trust account will be maintained by the City with its sole purpose being for the purpose of environmental activities associated with solid waste management. The trust will be used only for solid waste programs, environmental monitoring, landfill post-closure maintenance, and remediation of contaminated sites or other actions ordered by the DEQ's Solid Waste or Cleanup Divisions.
- 7.2.2 The EPF will be placed upon the base rates in a relatively proportionate distribution with regard to refuse volumes as part of the Service Rate Schedule approval.
- 7.2.3 The EPF collected as required in this section shall be due on or before the last business day of each and every month for the month preceding. If Contractor fails to pay the entire amount of compensation due to the City through error or otherwise within the time allotted for, the unpaid balance shall be subject to a late penalty of an additional ten (10) percent, plus interest of two (2) percent per

month on the amount of fee due and unpaid from the date due until it is paid together with the late penalty.

7.2.4 In the event Contractor is prohibited by state or federal law from paying such a fee or the City is prohibited by state or federal law from collecting such a fee, or if any legislation reduces the actual or projected amount of fees collected in any given year, the City has the right to adjust the rate on the remaining items still allowed by law such that the total fees provided for by this section of this Agreement remains the same as the previous year.

7.2.5 Contractor shall not separately identify the EPF on billing statements to customers unless it separately identifies all costs which constitute five (5) percent or more of the costs paid by the revenues received from customers.

7.2.6 The City will prepare an annual Environmental Program Trust report detailing the funds expended by the Environmental Program Trust, the Trust account balance and a description of anticipated actions for the upcoming year.

7.3 **Insurance** – Contractor shall pay, save harmless, protect, defend and indemnify the City from any loss or claim against the City on account of, or in connection with, any activity of Contractor in the operation or maintenance of its facilities and services except those that arise out of the sole negligence of the City. Contractor shall, for the purpose of carrying out the provisions of this Agreement, have in full force and effect, and file evidence with the City the follow requirements:

7.3.1 Workers’ Compensation insurance as required by Oregon Law, including Employers Liability Coverage.

7.3.2 Commercial General Liability insurance as broad as Insurance Services Office (ISO) form CG 00 01, providing Bodily Injury, Property Damage and Personal Injury on an occurrence basis with the following as minimum acceptable limits:

Bodily Injury and Property Damage – Each Occurrence	\$1,000,000
Personal Injury – Each Occurrence	\$1,000,000
Products & Completed Operations – Aggregate	\$2,000,000
General Aggregate	\$2,000,000

7.3.3 Business Automobile Liability insurance providing bodily injury and property damage coverage for all owned, non-owned and hired vehicles, with the following as minimum acceptable limits:

Bodily Injury and Property Damage – Each Occurrence	\$1,000,000
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7.3.4 Contractor shall furnish the City with Certificates of Insurance and with original endorsements for each insurance policy (if needed). All certificates and endorsements are to be received and approved by the City before the effective date of this Agreement. The Commercial General Liability Certificate shall name

City of Grants Pass, its officers, officials, employees and agents as additional insured as respects to operations performed under this franchise Agreement. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self insurance. All such deductibles, retentions, or self-insurance must be declared to and approved by the City.

- 7.3.5 Any certificate shall state, “Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left”. Any “will endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. Shall be omitted.
- 7.4 **Hold Harmless** – The Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents from any and all claims, demands, action, or suits arising out of or in connection with the Council grant of this franchise. Contractor shall be responsible to defend any suit or action brought by any person seeking damages as a result of or arising out of activity of the Contractor occurring or as a result of the operation of any activity that arises under this Agreement; and shall likewise be responsible for full satisfaction of any judgment or settlement entered against the City in any such action. The City shall tender the defense to the Contractor and Contractor shall accept the tender whereupon the City shall assign to Contractor, complete responsibility of litigation including choice of attorneys, strategy and any settlement.
- 7.4.1 The Contractor’s costs incurred in satisfying its obligations as defined in 7.4 above, shall not decrease the total amount of revenue paid to the City and shall not increase the total amounts paid by the ratepayers for which the Contractor serves under the authority of the franchise Agreement. All such expenses shall be the sole responsibility and burden of the Contractor.
- 7.4.2 Damages and penalties include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omissions, theft, fire, and all other damages arising out of Contractor’s exercise of this franchise, whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise.

SECTION 8 ADMINISTRATION AND ENFORCEMENT

8.1 Customer Dispute Resolution Process

- 8.1.1 Any citizen of the City who is aggrieved or adversely affected by any application of the franchise or policy of the Contractor shall first attempt to settle the dispute by notifying the Contractor of the nature of the dispute and affording the Contractor the opportunity to resolve the dispute.
- 8.1.2 If the dispute is unresolved, the citizen may petition the City in writing for a hearing on the complaint. At the conclusion of the hearing, the City shall have the authority to determine whether the complaint is unfounded or that the Contractor should be ordered to remedy the matter.
- 8.1.3 If either party disagrees with the City's decision, either party may submit the matter to be decided by neutral, binding arbitration in accordance with the rules of the American Arbitration Association and the laws of the State of Oregon, and not by court action except as provided by Oregon law for judicial review of arbitration proceedings. Judgement upon any arbitration award rendered may be entered in any court having jurisdiction.

Any attorney fees or other costs incurred by a party in preparation for or participation in any arbitration shall be the responsibility of that party, except that the costs of arbitration shall be shared equally by the parties.

8.2 City and Contractor Dispute Resolution

- 8.2.1 City and Contractor agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by a mutually agreed to mediator prior to either of them requesting arbitration pursuant to Sections 8.2.2 through Section 8.2.5 below. The requirement of Section 8.2.3 below that a request for arbitration must be filed within a reasonable time shall be suspended with respect to a dispute submitted to mediation and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed. If City and Contractor cannot agree to a mediator, mediation will not be used for a dispute resolution.
- 8.2.2 All disputes between City and Contractor arising out of or relating to this Agreement, including without limitation, the making, performance or interpretation of this Agreement, shall be settled by binding arbitration if the Contractor so elects. If, at any time, the Contractor elects to make a written demand for arbitration the following procedures shall apply:

- i Unless the parties mutually agree to other procedural rules, the arbitration shall be conducted under the procedural rules of the American Arbitration Association for Commercial Arbitrations. Any party may object to the use of American Arbitration Association expedited procedures, in which event the Commercial Arbitration Procedural Rules will be used to the extent applicable under this Agreement. This provision is not meant to bind the parties to the use of the American Arbitration Association arbitration services; it is designed only to provide a procedural format for conducting the arbitration proceeding.
- ii If the parties can agree on a sole arbitrator, the arbitration shall be conducted by the agreed upon arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon.
- iii In the event the parties cannot agree on a single arbitrator, the party initiating arbitration shall, by written notice to the other party within 15 days after requesting arbitration, appoint one arbitrator. The other party shall, by written notice after receipt of such notice from the first party, appoint a second arbitrator. In the event the second party fails to appoint an arbitrator within 15 days of the appointment of the first arbitrator, the first arbitrator shall become the sole arbitrator by default. When two arbitrators have been appointed, they shall mutually agree on a third arbitrator who will be appointed by written notice signed by both the initial arbitrators with a copy mailed to each party within ten days after such appointment. In this event, only one arbitrator needs to be an attorney licensed to practice law in the State of Oregon.

8.2.3 Notice of the demand for arbitration must be filed in writing with the other party to the Agreement. A demand for arbitration must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the request for arbitration be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8.2.4 No arbitration arising out of or relating to this Agreement will include by consolidation, joinder or in any manner any other person or entity who is not a party to this Agreement unless each of the following is met:

- i The inclusion of such other party or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration.
- ii Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceeding.

- iii The written consent of the other person or entity sought to be included and the consent of the City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but such consent shall not constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- 8.2.5 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum of money or value in controversy as alleged by the controversy making such request or answering statement.
- 8.2.6 City and Contractor will pay their own cost of arbitration, and unless costs are awarded by the arbitrator to the prevailing party, each are obligated to pay one-half of the arbitrator's fee.
- 8.2.7 Unless otherwise agreed, the arbitration shall be conducted in Josephine County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450(1)-(4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however that no error by the arbitrator in the application of the statute shall be grounds as such for vacating the arbitrator's award. Each party to the arbitration shall be entitled to present evidence and argument to the arbitrator.
- 8.2.8 The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties.
- 8.2.9 The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties.
- 8.2.10 The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modification or appeal. If applicable, judgment may be entered on the arbitration award in accord with the provisions of ORS Chapter 36 in Oregon State Courts.
- 8.2.11 In the event of arbitration under the provisions of this Agreement, the prevailing parties shall be awarded reasonable attorney's fees, related costs, disbursements, and expert witness fees as provided for herein.

- 8.2.12 The duty to arbitrate shall survive the cancellation or termination of this Agreement.
- 8.2.13 In the event any action, suit, arbitration, or other proceeding shall be instituted by either City or Contractor to enforce any provision of this Agreement, or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration or enforce an arbitration award, the prevailing party shall be entitled to recover from the other party a reasonable attorney's fee to be determined by the Court or arbitrator(s). In addition to recovery of a reasonable attorney's fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the Court or Tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney's fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees in the lower court(s) or arbitration proceeding, such fee to be determined by the Appellate Court or lower Court or Arbitrator, as the Appellate Court may determine. In addition to recovery of a reasonable attorney's fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements, and expert witness fees as fixed by the Appellate Court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the rate of nine (9%) percent per annum from the date they are incurred until the date they are paid by the losing party.

8.3 **Enforcement**

- 8.3.1 The City shall have the right to observe and inspect all aspects of collection operations, facilities, services, and records which are subject to the provisions of this Agreement, to insure compliance.
- 8.3.2 If the Contractor at any time fails to promptly and fully comply with any obligation of this Agreement after receiving a written notice and a reasonable opportunity to comply, the City may elect to perform the obligation at the expense of the Contractor.
- 8.3.3 If Contractor defaults in any of the terms required to be performed by it under the terms of this Agreement, and the default continues for 10 days after written notification by the City, this Agreement may, at the option of the Council, refer such default for resolution by arbitration under Section 8.2.
- 8.3.4 The City reserves the right to make such further regulations as may be deemed necessary to protect the interests, safety, welfare and property of the public and carry out purposes stated in Section 3 of this Agreement. The City or the Contractor may propose amendments to this Agreement. Proposals shall be in writing and shall be afforded an adequate review process. After review of the proposed amendments to the Agreement, the Council may adopt the amendments.

- 8.3.5 The City bases its rights reserved hereunder upon the inherent and statutory right of the City to perform in the best interests of the people of the City and to prevent any possible flagrant misuse of the rights granted hereunder. Conflicts or disputes arising under this Agreement shall be subject to resolution by arbitration under Section 8.2.
- 8.3.6 All remedies and penalties under this Agreement, including termination, are cumulative, and the recovery or enforcement of one shall not constitute a waiver or a bar to the recovery or enforcement or any other recovery, remedy or penalty. In addition, the remedies and penalties set out in this Agreement are not exclusive, and the City reserves the right to enforce the penal provisions of any other agreement, statute or regulation, and to avail itself of any all remedies available at law or in equity. Failure to avail itself of any remedy shall not be construed as a waiver of that remedy. Specific waiver of any right by the City for a particular breach shall not constitute a general waiver of the City's right to seek remedies for any other breach, including a repetition of the waived breach.
- 8.4 **Non-enforcement** – Neither party shall not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of the other party to enforce prompt compliance. Failure to enforce prompt compliance shall not constitute a waiver of any right or benefit under this Agreement.
- 8.5 **Preventing Interruption of Service** – The Contractor agrees as a condition of this Agreement, that whenever the Council determines that a failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours actual notice to Contractor and a public hearing thereon if requested by Contractor, authorize another person or company to temporarily provide service, use and occupy the land, facilities, and equipment of the Contractor for the use of which the City shall provide the Contractor with reasonable compensation. The Council shall return any property so utilized, and restore the Contractor upon abatement of the actual or threatened interruption of service. Property shall be returned in same condition, except for reasonable wear and tear.
- 8.6 **Written Notice** – All notices, reports, or demands required to be given in writing under this franchise shall be deemed to be given when a registered or certified mail receipt is returned indicating delivery as follows:

If to the City:

City Manager
City of Grants Pass
101 NW A Street
Grants Pass, OR 97526

If to Contractor:

General Manager
P.O. Box 6000
1381 Redwood Avenue
Grants Pass, OR 97527

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

SECTION 9 MISCELLANEOUS

- 9.1 **Assignment or Sale of Franchise** – This franchise shall not be sold, assigned or transferred, either in whole or in part, in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the Council, said consent shall not be unreasonable withheld.

The term “assignment” shall include, but is not limited to (i), a sale, exchange or other transfer to a third party of substantially all of Contractor’s assets dedicated to providing collection service under this Agreement; (ii) a sale, exchange or other transfer of 50 percent or more of any stock issue of Contractor; (iii) any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of 50 percent or more of the value or voting rights in any stock issue of the Contractor and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership; notwithstanding the foregoing, the term “assignment” shall not include any change ownership or control of the Contractor to immediate members of the same families in which such ultimate ownership and control resides as of the Effective Date.

If Contractor requests City’s consideration of and consent to an assignment, City shall act on such request within a reasonable time and shall not unreasonably refuse to approve an assignment of the Franchise to an assignee with sufficient knowledge, experience and financial resources so as to be able to meet the obligations of the Contractor herein. The Council’s consent shall be based upon the proposed assignee financial capability, technical ability, legal qualifications, demonstrated ability, and experience, to comply with the terms of the Agreement as determined by the City, and must agree to comply with all provisions of the Agreement, including all services regularly performed by the company but not necessarily designated herein. The City shall be deemed to have approved the proposed transfer or assignment in the event that its consent is not communicated in writing to the Contractor within 60 days following receipt of written notice of the proposed transfer or assignment.

- 9.2 **Right of First Refusal** – During the term of this Agreement, should the Contractor receive an offer to purchase such portion of the business as allocated to the City, the offer shall be communicated to the City. The City shall have the right of first refusal, and must exercise the option to purchase within 30 days of receipt of such offer.
- 9.3 **Severability and Constitutionality** – If any portion or phrase of this Agreement is for any reason held invalid or declared unconstitutional by any court, such portion shall be deemed a separate and independent provision; and such holding shall not affect the constitutionality of the remaining portion hereof. The City hereby declares that it would have signed this Agreement and each portion and phrase hereof, irrespective of the fact that any one (1) or more portions or phrases be declared illegal, invalid or

unconstitutional. If, for any reason, the franchise fee under Section 7 of this Agreement is invalidated or amended by the act of any court or governmental agency, the City may either renegotiate the compensation section of this Agreement or adopt the highest reasonable franchise fee allowed by such court or other governmental agency as the franchise fee charged by this Agreement.

- 9.4 **Continuity of Service Mandatory** – Upon the termination of this Agreement by the methods described in Section 8.2, the City may require Contractor to continue to operate the system for an extended period of time, not to exceed twelve (12) months. Contractor shall, as trustee for its successor in interest, continue to operate under the terms and conditions of this franchise. In the event Contractor does not so operate, the City may take such steps as deemed necessary to assure continued service to subscribers. Costs associated with such action shall be the sole responsibility of Contractor.
- 9.5 **Rules of Construction** – This Agreement shall be construed liberally in order to effectuate its purposes. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
- 9.5.1 Any reference to the Oregon Revised Statutes, Oregon Administrative Rules, U.S. Code or Code of Federal Regulation shall include subsequent amendments or renumberings.
- 9.5.2 The singular may include the plural number, and the plural may include the singular number.
- 9.5.3 “May” is permissive and “shall” is mandatory.
- 9.6 **Calculation of Time** – Time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time unless stipulated otherwise in this Agreement. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.
- 9.7 **Repeal; Effective Date** – This Agreement shall repeal the previous Franchise Agreement. If this Agreement is void for any reason, the previous Franchise Agreement shall remain repealed in its entirety. This Agreement shall be in full force and effect as of the date indicated below, but this Agreement shall be void unless the Contractor files with the City Manager, within thirty (30) days, the Contractor’s unconditional written acceptance of the terms, conditions, and obligations to be complied with or performed by it under this Agreement.

IN WITNESS WHEREOF, City and Contractor, acting by and through their duly constituted authorities, have executed this Agreement as of the date written below.

City of Grants Pass

Southern Oregon Sanitation, Inc.

Aaron Cubic
City Manager

Signature

Title

ATTEST:

Karen Frerk
City Recorder

Date

**EXHIBIT A
FRANCHISE AREA**

EXHIBIT B
APPROVED SERVICE RATE SCHEDULE

**EXHIBIT C
LIST OF RECYCLABLES**

Commodities Recycled for Residential Customers

- Corrugated Cardboard
- Glass (clear, green, brown)
- Magazines
- Milk Jugs (natural HDPE)
- Newsprint
- Used Oil

Commodities Recycled for Commercial Customers

- Corrugated Cardboard
- Magazines
- Newsprint
- Office Paper
- Phone Books – Once a year event

**EXHIBIT D
RECYCLING EDUCATION PROGRAMS**

Implement Waste Prevention, Reuse, and Residential Composting education programs which will qualify for the Oregon Department of Environmental Quality’s Wasteshed Programs to receive the 6% recovery rate credit (2% for each program). These programs and requirements for reporting to the DEQ must be in accordance with OAR 340-090-0045 and OAR 340-090-0060(3) and are summarized as follows:

To receive the 2% credit for any of the following three Programs, a wasteshed has to implement from the lists below:

- 1) an education/promotion campaign as listed under item (a) of each program, and
- 2) any two of the components under item (b) for each program.

Waste Prevention Program

- a. - Waste Prevention Education Campaign
- b. - 2% Waste Generation Reduction
 - Residential Waste Prevention Promotion
 - Waste Prevention and Reuse Education in Schools
 - Household Hazardous Waste Prevention Education
 - Waste Prevention Assessments
 - Waste Prevention Campaign for Businesses
 - Resource Efficiency Model City Program

Reuse Program

- a. - Reuse Promotion Campaign
- b. - C&D Debris Salvage Program
 - Promotion of Reuse Program
 - White Goods Take-Back Program
 - Waste Exchange Programs
 - Reuse at Transfer Stations or Landfills
 - Sidewalk Pickup or Community Fair Program

Residential Composting Program

- a. - Residential Composting Promotion Campaign
- b. - Grasscycling
 - Composting in Schools
 - Compost Bins for Residents
 - Yard Trimming or Food Waste Program

Resolution authorizing the City Manager to enter into an agreement with the FCS Group for utility rate and system development charge studies.

Item:

Date: July 6, 2016

SUBJECT AND SUMMARY:

Consider a resolution approving the agreement for utility rate and system development charge (SDC) studies.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal to provide cooperative, shared **LEADERSHIP** involving Council, Staff and Community by establishing rates and system development charges which support the Utilities Capital Program and are fiscally sound and affordable.

CALL TO ACTION SCHEDULE:

Adoption will allow rate study work to begin in July allowing the City's utility rates and system development charges to be adjusted by January 2017. Call to action schedule: July 6, 2016.

BACKGROUND:

The Water Treatment Plant Facility Plan and Water Restoration Plant Facility Plan have been adopted. The Collection System Master Plan, Water Distribution System Master Plan and Storm Water Master Plan have all been approved by the Urban Area Planning Commission and are awaiting formal adoption. All of the master plans have associated Capital Improvement Plans (CIPs). To fund the various components of the CIPs, it is necessary to evaluate the City's water, wastewater and storm water SDCs and water and wastewater utility rates. This evaluation will also recommend a new storm water utility rate and SDCs to support a new storm water utility to be implemented in conjunction with the City receiving its MS4 Phase II Permit this fall.

The City issued a request for proposals for utility rate and system development charge studies in May 2016. Six responses were received and evaluated. FCS Group was deemed the most qualified firm. The not-to-exceed fee of \$126,564 is available within capital funds.

ITEM: 4.c. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FCS GROUP FOR UTILITY RATE AND SDC STUDIES.

Staff Report (continued):

COST IMPLICATION:

Revenue Source: The utility rate and system development charge study is budgeted and funded by three different capital projects: DO6319 in the Storm Water Fund, SE6112 in the Wastewater Fund and WA6250 in the Water Fund.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter into an agreement with the FCS Group as recommended;
 2. Council could decide to direct staff to revise and reissue the utility rate and SDC request for proposals; or
 3. Council could decide not to perform a utility rate and SDC study.
-

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to enter into an agreement with the FCS Group.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into an agreement with the FCS Group for utility rate and SDC studies.

RESOLUTION NO.

RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FCS GROUP FOR UTILITY RATE AND SYSTEM DEVELOPMENT CHARGE STUDIES.

WHEREAS:

1. The water and wastewater utility rate structure and system development charges were last evaluated in 2005; and
2. Currently the City does not have a storm water utility; and
3. The City evaluated 6 responses to a request for proposal with the FCS Group selected as the most qualified firm; and
4. An agreement has been negotiated with FCS Group to provide professional services for the utility rate and system development charge studies; and
5. The City of Grants Pass has sufficient funds budgeted for the utility rate and system development charge studies within the capital program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to enter into an agreement with the FCS Group for the work as described in Exhibit 'A', which is attached to and incorporated herein, in the amount of \$126,564.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of July, 2016.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to form Mark Bartholomew, City Attorney



Exhibit A

CITY OF GRANTS PASS PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

CONSULTING SERVICES TO ANALYZE AND UPDATE SYSTEMS DEVELOPMENT CHARGE FEES & WATER, WASTEWATER AND STORMWATER UTILITY RATES

Proposals due no later than Thursday, June 9, 2016 at 3:00 PM

May 2016

**Request for Proposals for Professional Services to:
Perform SDC Fee and Utility Rate Studies for Water, Wastewater &
Stormwater**

INTRODUCTION

The City of Grants Pass is requesting proposals for cost-of service analyses and rate studies for its Water, Wastewater, and Stormwater Utilities. The ultimate goal of this study is to assure adequate funding of the utilities operation and maintenance, and capital improvement programs. At the end of this process; water, wastewater, and stormwater rates and system development charges will be recommended which are cost-based and meet the financial objectives of the City.

The selected consultant will coordinate this utility rate study project with the City's internal and external financial advisors as they coordinate bond financing recommendations for large utility capital projects pending for 2017 through 2020. For any firm that may have the technical capability to serve as both the rate study consultant and financial advisor, please also see the Municipal Financial Advisor RFI (Request for Information) released in May of 2016. Services for this rate study project will be funded in their entirety with local funds.

BACKGROUND AND DISCUSSION

Water

The City provides its own treated water. The City's water system serves 5 pressure zones, contains approximately 192 miles of distribution piping up to 36" in diameter, with approximately 10,000 service connections. The City completed a Water Treatment Plant Facility Plan Update in January 2014 and is nearing completion on a Water Distribution System Master Plan. These plans will serve as the basis of the rate and SDC analyses. The City's average day water demand is approximately 5.6 MGD; maximum day demand is approximately 14.9 MGD.

Wastewater

The City provides its own wastewater treatment. The City's wastewater system contains approximately 175 miles of gravity mains and 6 miles of force mains with approximately 12,500 service connections. The City completed a Water Restoration Plant Facility Plan in May 2014 and is nearing completion on a Collection System Master Plan. These plans will serve as the basis of the rate and SDC analyses. The City's average dry weather flow is approximately 5.2 MGD; peak wet weather flow is approximately 27.2 MGD.

Stormwater

The City's stormwater system encompasses approximately 27,000 acres with 138 miles of buried piping. In addition to the piping, there is an expansive network of open channel waterways, ponds, diversion structures, manholes and interconnections with the Grants Pass Irrigation District facilities. The City recently completed a stormwater master plan. The plan will serve as a basis for the new stormwater utility and the SDC analyses.

PROPOSAL REQUIREMENTS

1. **Project Approach:** Provide a clear concise statement of the general approach to be undertaken on the project.
2. **Scope of Work:** The consultant will be required to provide all service and work to complete the required rate study for each utility. The consultant should include in the scope of work the gathering and analysis of data, periodic meetings with City staff, and a presentation to City Council.
3. **Schedule of Work:** The consultant shall provide a schedule for the various tasks identified in the Scope of Work. The schedule should include the time allowed for review by the City. The City desires to complete the rate study by October 2016, if possible.
4. **Consultant Qualifications:** Consultant qualifications should include detailed information regarding the Consultant's experience on similar projects.

A statement to the effect that the consultant's project lead and key team members, as well as subconsultants, will not be replaced without the prior approval of the City shall be included. The Consultant's qualifications should include the following information:

- a. List at least five (5) but no more than seven (7) projects of similar complexity and magnitude undertaken and completed in the past five years and provide references and a phone number for each reference.
 - b. List subconsultants and specify their involvement on the project. List no more than five projects of similar complexity and magnitude undertaken by the subconsultant in the past five years and provide references and a phone numbers for each project.
 - c. Of the listed reference projects, list the involvement of proposed project team members.
 - d. Any applicable unique or special capability.
 - e. Proof of general liability and worker's compensation insurance.
 - f. The consultant may submit a brochure or narrative discussion, not to exceed five (5) 8.5" x 11" single sided pages, that provides any further information describing the firm's qualifications for this project.
 - g. The proposal should be accompanied by a brief introductory letter stating your firm's interest in the project.
5. **Contact Person:** List the name, address and phone number of the contact person who can act for the proposing firm during the period of proposal evaluation.
 6. **Level of Effort / Budget:** The Consultant shall prepare a separate Level of Effort spreadsheet that contains line items for each major task and subtask to be performed with the estimated man hours per classification and associated budget to be expended in that effort. The Level of Effort spreadsheet is to be submitted in a separate sealed envelope.

7. **Selection Procedure:** Subsequent to the deadline for acceptance of proposals, the City will evaluate the Technical Proposal and will determine rankings based upon materials submitted and oral interviews (if deemed necessary by the City) using the selection criteria indicated below. If an agreement cannot be reached with the top ranked firm, the City will contact the firm with the next ranked Technical Proposal and attempt to negotiate with that firm. The process will be repeated until an agreement is reached.

Following award of contract, all proposals will become public record. A minimum of one proposal from each proposing firm will be retained, all other copies will be recycled.

8. **Selection Criteria:** The Consulting Team selected for this project should have demonstrated experience in revenue requirement analysis and system development charge analysis. Selection shall be based on the following:
- a. Consultant's understanding of the City's desires and general approach to the project as demonstrated in the project description and scope of work. 25%
 - b. Completeness of the work included in the Proposal. 15%
 - c. Consultant's experience with projects of similar complexity and function. 15%
 - d. Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet schedules. 15%
 - e. Qualifications of the Consultant's staff being assigned to this project. 15%
 - f. Unique or special capability. 15%
9. **Submittal Deadline:** 5 copies of the Technical Proposal and 1 copy of the Level of Effort spreadsheet (in a separate, sealed envelope) must be addressed and submitted no later than Thursday, June 9, 2016 at 3:00 PM as follows:

Rate Study RFP
Karen Frerk, City Recorder
101 NW A Street
Grants Pass, OR 97526

Any proposal received after the specified date and time will automatically be rejected and will not receive any further consideration by the City. The City of Grants Pass reserves the right to reject any and all proposals and to terminate the selection process at any time if, at its sole discretion, it determines such action would be in the best interests of the City of Grants Pass.

10. **Proposal Contact Person:** All questions regarding this solicitation should be directed to Jason Canady, Public Works Director, at (541) 450-6110.

Attached is a sample professional services agreement.



City of Grants Pass

SDC FEE AND UTILITY RATE STUDIES FOR WATER, WASTEWATER AND STORMWATER

Level of Effort / Budget
June 9, 2016



Contact Us:
425.867.1802
www.fcsgroup.com

This entire proposal is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.

 **FCS GROUP**
Solutions-Oriented Consulting

City of Grants Pass

Water, Wastewater and Stormwater Rate and SDC Study

FCS GROUP Proposed Level of Effort / Budget

	Hourly Rate ↔	Principal in Charge	Project Manager	Analyst	Support	Hours	Cost
		Ghilarducci	Gabbard	Marlin			
1. Kickoff		\$255	\$175	\$125	\$80		
1.1 Data request and review		0	4	12	0	16	\$ 2,200
1.2 Kickoff meeting (1)		8	8	0	3	19	3,680
1.3 Follow-up data request		2	2	4	0	8	1,360
Task 1 Total:		10	14	16	3	43	\$ 7,240
2. Policy Framework / Stormwater Utility Formation							
2.1 Write issue summaries		8	36	16	0	60	\$ 10,340
2.2 Meet with staff and stakeholders (3)		24	24	4	0	52	10,820
Task 2 Total:		32	60	20	0	112	\$ 21,160
3. Revenue Requirements Analyses (3 utilities)							
3.1 Project capital expenditures		2	8	48	0	58	\$ 7,910
3.2 Project operating expenditures		2	4	56	0	62	8,210
3.3 Calculate required rate adjustments		2	4	32	0	38	5,210
3.4 Meet with staff (1)		2	8	8	0	18	2,910
Task 3 Total:		8	24	144	0	176	\$ 24,240
4. Cost-of-Service Analyses (3 utilities)							
4.1 Compile customer data		2	16	56	0	74	\$ 10,310
4.2 Define stormwater ERU		2	4	12	0	18	2,710
4.3 Develop COSA modules		2	4	24	0	30	4,210
4.4 Allocate plant and expenses		2	4	16	0	22	3,210
4.5 Generate rate alternatives		2	4	24	0	30	4,210
4.6 Meet with staff (1)		2	8	8	0	18	2,910
4.7 Revise COSA		2	4	16	0	22	3,210
Task 4 Total:		14	44	156	0	214	\$ 30,770
5. System Development Charge Analyses (3 utilities)							
5.1 Calculate growth in customer bases		1	2	4	0	7	1,105
5.2 Reimbursement fee component		2	2	12	0	16	2,360
5.3 Improvement fee component		1	2	12	0	15	2,105
5.4 Calculate fee schedules		1	2	8	0	11	1,605
5.5 Meet with staff (1)		2	8	8	0	18	2,910
5.6 Refine SDC analyses		1	2	4	0	7	1,105
Task 5 Total:		8	18	48	0	74	\$ 11,190
6. Communication							
6.1 Present to City Council/public (3)		28	24	12	0	64	12,840
Task 6 Total:		28	24	12	0	64	\$ 12,840
7. Documentation							
7.1 Draft report		2	4	40	0	46	\$ 6,210
7.2 Final report		2	4	12	3	21	2,950
7.3 Stormwater Utility Ordinance / Resolution		8	12	4	0	24	4,640
7.4 Deliver spreadsheet models		0	1	4	0	5	675
Task 7 Total:		12	21	60	3	96	\$ 14,475
PROJECT TOTALS:							
	Labor	112	205	456	6	779	
	Labor Cost:	\$ 28,560	\$ 35,875	\$ 57,000	\$ 480		\$ 121,915
	Expenses:						4,649
	Total Cost:	\$ 28,560	\$ 35,875	\$ 57,000	\$ 480		\$ 126,564

Resolution authorizing the City Manager to
proceed with the Reinhart Volunteer Park
Irrigation System Conversion Project.

Date: July 6, 2016

SUBJECT AND SUMMARY:

This resolution authorizes the City Manager to proceed with the Reinhart Volunteer Park Irrigation System Conversion Project.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal to maintain, operate, and expand our **INFRASTRUCTURE** to meet community needs by improving the park watering system to make it more reliable and efficient.

BACKGROUND:

Reinhart Volunteer Park is currently being irrigated by water via the Rogue River by means of a pump that operates day and night during the summer months. The pump is outdated and either requires replacing or rebuilding multiple times per year. In addition, the noise of the pump is bothersome to adjacent property owners. As a result, the City Council prioritized the conversion of the irrigation system at the Park.

After evaluation in FY'16, the meter size will need to be upsized to a 6" water meter. This has substantially increased the cost of the project due to Water System Development Charges (SDCs) for the 6" meter.

This project will create a new watering system for Reinhart Volunteer Park to prevent future breakdown and watering issues related to the existing pump in the river. Availability of river water due to drought conditions is also a concern.

COST IMPLICATION:

Revenue Source: Lands and Buildings Capital Project Fund, Project No. LB6227.

Below is the cost estimate for this project:

Water SDCs	\$142,350
Water mainline tap, excavation, vault, cover, meter, installation and grading	\$ 25,000
RP device	\$ 3,500
RP box	\$ 1,000
RP installation and testing	\$ 1,500
Hookup to existing system	\$ 2,500
Miscellaneous	\$ 1,500
Contingency (5%)	\$ 9,000
ESTIMATED TOTAL	<u>\$186,350</u>

ITEM: 4.d. RESOLUTION AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE REINHART VOLUNTEER PARK IRRIGATION SYSTEM CONVERSION PROJECT.

Staff Report (continued):

ALTERNATIVES:

- Council can authorize the City Manager to proceed with this irrigation conversion project;
 - Council can choose to not proceed with this project leaving the current watering system in place; or
 - Council can choose to direct staff on another alternative.
-

RECOMMENDED ACTION:

It is recommended the Council authorize the City Manager to proceed with the Reinhart Volunteer Park Irrigation System Conversion Project.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to proceed with the Reinhart Volunteer Park Irrigation System Conversion Project.

Project	LB6227	Reinhart Park Irrigation System Conversion (FY 15-16)
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Project Description

Reinhart Park is currently being irrigated by water via the Rogue River by means of a pump that operates day and night during the summer months. The pump is outdated and either requires replacing or rebuilding multiple times per year. In addition, the noise of the pump is bothersome to adjacent property owners. As a result, the City Council prioritized the conversion of the irrigation system at the park. The project will evaluate all of the potential alternatives and provide capital to make the necessary improvements. After evaluation in FY16 the meter size will need to be upsized to a 6” water meter. This has substantially increased the cost of the project due to pending Water System Development Charges (SDCs) for the 6” meter.



Need for Project

The project will create a new watering system for Reinhart Volunteer Park to prevent future breakdown and watering issues related to the existing pump in the river. Availability of river water due to drought conditions is also a concern.

Council Strategic Goal

Maintain, Operate and Expand our Infrastructure to Meet Community Needs
 Objective 7: Ensure park infrastructure needs are met.

Future and Ongoing Costs

Unknown at this time, maintenance costs will depend on the arrived upon solution. It is estimated that the potable water cost in the Parks operating budget will be approximately \$50,000 per year.

Estimated Total Project Cost: \$257,000

Resources

	Actual Through FY'15	FY'16 Adopted	FY'16 Revised	FY'17 Recommend	Through FY'17	FY'18 Projected	Future	Total Project
General Fund – Policy & Legislation	5,000				5,000			5,000
Investment Interest	396				396			396
LB0000 to Projects				16,888	16,888			16,888
Transient Room Tax	60,000	110,000	110,000		170,000			170,000
Parks Development SDC	5,000			59,868	64,868			64,868
					257,152			257,152

Requirements

Expenditures		180,000	0	257,152	257,152			257,152
Transfers/Contingency					0			0
Ending Balance by Year	70,396	0	180,396	0	257,152	0	0	257,152
Total Requirements					257,152			0

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE REINHART
VOLUNTEER PARK IRRIGATION SYSTEM CONVERSION PROJECT.**

WHEREAS:

1. Reinhart Volunteer Park is currently being irrigated by water via the Rogue River by means of a pump; and
2. The pump is outdated and either requires replacing or rebuilding multiple times per year; and
3. The City has sufficient funds allocated in the Lands and Buildings Capital Project Fund, Project No. LB6227; and
4. Public Works Staff will do a majority of the work on this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to proceed with the Reinhart Volunteer Park Irrigation System Conversion Project.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this _____ day of July 2016 to be effective on the date indicated as adopted by the City Council.

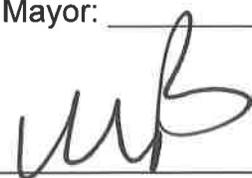
Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney



Item: Resolution authorizing the City Manager to release budgeted FY'17 funds to Hearts With A Mission youth shelter.

Date: July 6, 2016

SUBJECT AND SUMMARY:

Council consideration to approve a resolution authorizing the City Manager to release budgeted FY'17 funds of \$50,000 to "Hearts With A Mission" youth shelter. Funds are to be used towards the costs of construction, maintenance and operations.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goals of **KEEP CITIZENS SAFE** and **LEADERSHIP**. Keeping citizens safe is enhanced by the addition of "Hearts With A Mission", which improves safety for citizens and provides shelter and services for youth where no other services are available to house them when in need of sheltering. The leadership goal is achieved by utilizing the established City purchasing policy.

CALL TO ACTION SCHEDULE:

Authorizing the release of these funds will allow "Hearts with a Mission" to take substantial steps toward their goal of being operational in the summer of 2016. Call to action schedule: July 6, 2016.

BACKGROUND:

"Hearts With A Mission" presented to Council during the fall of 2015 an overview of what they offer with regards to youth sheltering services. Currently there are no such services provided in Josephine County. Council determined this to be their top goal during Council Strategic Planning in January of 2016. This budgeted FY'17 funding, contained in the Public Safety budget, will help "Hearts With A Mission" move towards becoming operational and provide much needed youth sheltering services.

This resolution specifically authorizes the funds to go towards construction, operations, or maintenance of a youth shelter facility to be located within the City limits of Grants Pass (NE 9th Street). In the event the youth shelter is not completed and operating within three years of the date of this payment for services, "Hearts With A Mission" shall return any unused portion of this payment of services to the City of Grants Pass.

ITEM: 4.e. RESOLUTION AUTHORIZING THE CITY MANAGER TO RELEASE FY'17 BUDGETED FUNDING OF \$50,000 TO "HEARTS WITH A MISSION."

Staff Report (continued):

“Hearts With A Mission” shall make a report to the City of Grants Pass at least annually on the progress of the youth shelter and how the City’s payment for services has been used in that year. A signed agreement by “Hearts With A Mission” shall be required for release of this funding (Exhibit ‘A’).

COST IMPLICATION:

Revenue Source: Public Safety budgeted item for youth sheltering (Hearts With A Mission) in the FY’17 budget.

The shelter facility has already been acquired and is currently being retrofitted. Annual operational costs are estimated to be \$650,000.

Impact: Future annual commitments of up to \$50,000 to help with operational costs as a partner.

ALTERNATIVES:

Council can choose to authorize the release of FY’17 budgeted funds of \$50,000 to “Hearts With A Mission” for construction costs and operational purposes listed.

Council can choose to not approve the release of funds.

RECOMMENDED ACTION:

It is recommended the Council authorize the City Manager to release budgeted FY’17 funds of \$50,000 to “Hearts With A Mission” to help get the shelter up and running in 2016.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to release the FY’17 budgeted funding of \$50,000 for “Hearts With A Mission” youth shelter.



HEARTS
WITH-A
MISSION

June 16th, 2016

Chief William Landis
101 N.W. A Street
Grants Pass, Oregon 97526

Dear Chief Landis,

Thank you for your recommendation of \$50,000 to the City of Grants Pass 2016-2017 budget to be allocated to Hearts With A Mission. We are extremely grateful for the support, and to have the opportunity to provide a solution for safe emergency shelter for at-risk youth in the Grants Pass community.

The home is located at 1504 N.E. 9th street, and when renovated, will provide 18 shelter beds for at-risk youth between the ages of 10-17. We have begun renovations on the property, and anticipate completion of the project by July 31st, 2016.

Thank you again for investing in the youth of your community. We look forward to continuing to develop our relationship with the entire Grants Pass community, and working alongside local law enforcement to provide a safety net for youth.

Sincerely,

Kevin Lamson
Executive Director
Hearts With A Mission

711 Medford Center, Suite 334 / Medford, Oregon 97504 / 541-646-7385
www.heartswithamission.org

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO RELEASE BUDGETED FY'17 FUNDS TO
HEARTS WITH A MISSION YOUTH SHELTER.**

WHEREAS:

1. Protection of our youth who are in need of sheltering services due to many circumstances out of their control; and
2. The City of Grants Pass has many persons in need of such services and such services currently do not exist; and
3. Council has identified partnering with the community to provide youth shelter services as one of their top goals; and
4. The City has sufficient funds in the FY'17 budget where this was budgeted and funding designated.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to release budgeted FY'17 funds in the amount of \$50,000 for the purposes of construction, operations, or maintenance of the Grants Pass "Hearts With A Mission" youth shelter located within the City limits of Grants Pass.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of July, 2016 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____



Resolution authorizing the City Manager to
release budgeted FY'17 funds to the Grants
Item: Pass Sobering Center.

Date: July 6, 2016

SUBJECT AND SUMMARY:

This resolution would authorize the City Manager to release budgeted FY'17 funds of \$130,000 to the Grants Pass Sobering Center. Funds are to be used towards the operational costs of the Sobering Center.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **KEEP CITIZENS SAFE** and **LEADERSHIP**. Keeping citizens safe is enhanced by the addition of a Sobering Center, which improves safety for citizens and provides shelter and services for persons intoxicated or under the influence of drugs. The leadership goal is achieved by utilizing the established City purchasing policy.

CALL TO ACTION SCHEDULE:

Authorizing the release of these funds will allow the Sobering Center to continue their daily operations since opening in April of 2016. Call to action schedule: July 6, 2016.

BACKGROUND:

Public Safety staff has provided background information during Council Strategic Planning this year, as well as the last two years. Council has made partnering with the Sobering Center one of their top priorities the last three years. This budgeted FY'17 funding, contained in the Public Safety budget, will help the Sobering Center continue operations.

This resolution specifically authorizes the funds to go towards operational costs and/or maintenance of the Grants Pass Sobering Center located at 1010 SW Foundry St. within the City limits of Grants Pass.

The Grants Pass Sobering Center shall make a report to the City of Grants Pass at least annually on the progress of the Sobering Center and how the City's payment for services has been used in that year. A signed agreement by the Grants Pass Sobering Center Board shall be required for release of this funding (Exhibit 'A').

ITEM: 4.f. RESOLUTION AUTHORIZING THE CITY MANAGER TO RELEASE
BUDGETED FY'17 FUNDS TO THE GRANTS PASS SOBERING
CENTER.

Staff Report (continued):

COST IMPLICATION:

Revenue Source: Public Safety budgeted item for Sobering Center in the FY'17 budget. Public Safety receives approximately \$800,000 from the State related to beer, wine, and liquor tax.

Annual operational costs are estimated to be \$260,000.

Impact: Future annual commitments of \$130,000 to help with operational costs as a partner.

ALTERNATIVES:

Council can choose to authorize the release of FY'17 budgeted funds of \$130,000 to the Grants Pass Sobering Center to help with operational costs and other purposes listed; or

Council can choose to not approve the release of funds.

RECOMMENDED ACTION:

It is recommended Council authorize the City Manager to release budgeted FY'17 funds of \$130,000 to the Grants Pass Sobering Center to help with ongoing operational costs in FY'17.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to release the FY'17 budgeted funding of \$130,000 for the Grants Pass Sobering Center.



BOARD OF DIRECTORS
JIM DRUMBACH
BOYD ELHINS
JEFF HYDE
RICK JONES
MARILAKE JORGENSEN
BILL LANDIS
LILY MORGAN
JEFF SULLIVAN

P.O. BOX 1300
GRANTS PASS, OR
97528

June 28, 2016

Aaron Cubic, City Manager
City of Grants Pass
101 NW "A" St. Grants Pass, OR. 97526

RE: Grants Pass Sobering Center Fiscal 2016 Funding Request of \$130,000

Dear Sir,

As you know, the Grants Pass Sobering Center has been open since the middle of April. We are grateful to the numerous financial partners that made this program possible. We have commitments from both health plans, the Local Alcohol and Drug Planning Committee and continue to reap the benefits of many hours of in-kind donations. We are aggressively working on our plans for sustainability which include support from ASANTE as well as evergreen bank and Options for Southern Oregon. We also plan to use a grant writer to reapply for an array of grant funds now that we are operational.

The Sobering Center Board is requesting the budgeted \$130,000 from the 2016 fiscal budget which was approved by the Council to use for the support of the Sobering Center here in Grants Pass. We thank you in advance as this is a substantial step which will get us significant progress towards opening the Center.

Sincerely,

Rick Jones, Board Chair
Grants Pass Sobering Center
Ph: 541-479-8847

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO RELEASE BUDGETED FY'17 FUNDS TO
THE GRANTS PASS SOBERING CENTER.**

WHEREAS:

1. Protection of citizens who are intoxicated or under the influence of drugs are in need of sobering services; and
2. The City of Grants Pass has many persons in need of such services and such services currently do not exist; and
3. Council has identified partnering with a Sobering Center as one of their top goals for several years, and
4. The City has sufficient funds in the FY'17 budget where this was budgeted and funding designated.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to release budgeted FY'17 funds in the amount of \$130,000 for the purposes of operation or maintenance of the Grants Pass Sobering Center located within the City limits of Grants Pass.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July, 2016.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of July 2016 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____





5.a. Appointment to the Historical Buildings and Sites Commission

There is one opening on this Commission and one candidate has applied for this position.

There are special qualifications for this position; they must be an owner of a business located within the Central Business District of the City of Grants Pass. This candidate meets this qualification.

Kathy Marshbank



City of Grants Pass City Committee / Commission Appointment Questionnaire

Statement of your reasons for desiring to serve: Please write a brief narrative describing your interest, qualifications and what you hope to accomplish in this position. Please include your skills, experience, and knowledge that you would contribute in this position. (Please feel free to use an additional sheet of paper or attach a cover letter, resume, or other helpful information).

Having been raised in an historic home in Humboldt County, I've loved historic buildings since childhood.

I understand and appreciate the contribution historic buildings and sites make to families, communities, and local business. I studied architecture and design, and spent several years involved in restoration and

interior design. As a current owner of two businesses in our Historic District, I'm excited about contributing to the preservation and growth of our downtown's historic ambiance and the benefits that follow.

Statement of any relevant concerns or goals to be achieved while serving on this position:

I'm happy to contribute to the health of our historic downtown in whatever way I'm needed.

What do you think are the most critical issues facing this local government in the next three years?

Transient population

Managing growth

Public Safety

Are there some things about the City of Grants Pass that you have a special interest in?

Historic District

Tourism

Health of Small Businesses



City of Grants Pass Responsibilities of Volunteers

As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?

The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.
2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:

1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.
2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.
3. You are accused of a crime.
4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle?

The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.
2. You cooperate fully with Risk Management and the City Attorney.
3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.



City of Grants Pass Responsibilities of Volunteers (Continued)

You are not covered for an accident while driving when:

1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.
2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I get hurt?

The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

1. Coverage pays after any available insurance which may apply to the same injury.
2. If you are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.
3. The amount of Insurance applicable per Registered Volunteer is as follows:
 - a. Principal Sum - \$2,500
 - b. Capital Sum - \$2,500
 - c. Medical Indemnity - \$25,000

Reporting an Accident

Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Check the box and enter your name and the date to verify you have read and understood the above insurance limitations

I have read and understood the above insurance limitations.

Kathy Marshbank

Volunteer's Signature

05/20/16

Date

Resolution of the City of Grants Pass Urban
Renewal Agency sending the proposed Grants
Pass Urban Renewal Plan – 2016 out for
Item: public review.

Date: July 6, 2016

SUBJECT AND SUMMARY:

The City of Grants Pass Urban Renewal Agency is being asked to pass a motion to send the proposed Grants Pass Urban Renewal Plan - 2016 (Plan) out for formal public review including presentation to the Urban Area Planning Commission for their recommendation of conformance with the Grants Pass Community Development Plan and to the Grants Pass City Council for consideration of a non-emergency ordinance to adopt the Plan.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goals of **ENCOURAGE ECONOMIC OPPORTUNITIES** and maintain, operate and expand our **INFRASTRUCTURE** to meet community needs by providing a financing tool to build infrastructure that is key to growth in the City, providing assistance to businesses to improve their facilities and expand in the City, and improve opportunities for jobs and economic growth.

CALL TO ACTION SCHEDULE:

Taking action as an Agency by July 6, 2016 will provide time for the Planning Commission to meet and determine conformance with the comprehensive plan, and allow time for adoption by the Council on July 20, 2016 permitting the Urban Renewal Area to capture increment one year earlier.

BACKGROUND:

In the spring of 2016, the City of Grants Pass conducted a Feasibility Study for an urban renewal area to serve industrial and commercial areas in the City. This Feasibility Study was guided by an Urban Renewal Task Force, who reviewed the boundary, projects and financial assumptions for the proposed urban renewal area. The intent of the urban renewal area is to provide tools to help incentivize economic growth and job creation. The Grants Pass City Council reviewed the study in March of 2016, participated in prioritizing potential projects and gave direction to staff to pursue the preparation of an Urban Renewal Plan.

The Plan is designed for the Grants Pass Urban Renewal Area (Area), an area of 1,364.10 acres that includes the commercial corridor of the City, underdeveloped industrial properties, and properties down Redwood Highway and Redwood Avenue to Dowell Road. The reason for urban renewal is to cure blight by providing a financing mechanism to fund improvement, including utility, transportation and public amenity improvements, spurring economic activity in the Area.

ITEM: 6.a. RESOLUTION OF THE CITY OF GRANTS PASS URBAN RENEWAL AGENCY SENDING THE PROPOSED GRANTS PASS URBAN RENEWAL PLAN – 2016 OUT FOR PUBLIC REVIEW.

Staff Report (continued):

The Plan contains goals, objectives, and projects for the development of the Area. The full process for public review is:

1. Preparation of a plan including opportunity for citizen involvement. There was an initial Grants Pass Urban Renewal Feasibility Task Force that reviewed the technical information for the Urban Renewal Plan. There were two meetings of the City Council where the feasibility study was discussed. There will be an open house on July 13, 2016. The Urban Area Planning Commission will review the proposed Plan and its conformance with the comprehensive plan. Testimony will be allowed. The City Council will hold a public hearing where testimony will be taken.
2. The City of Grants Pass Urban Renewal Agency review of the proposed Plan and accompanying Report on July 6, 2016.
3. Review and recommendation by the Urban Area Planning Commission on July 13, 2016.
4. Notice to all citizens of Grants Pass of a hearing before the City Council. Notice will be provided by mail to all City property owners.
5. Forwarding a copy of the proposed Plan and the Report to the governing body of each taxing district. The formal taxing districts letters will be sent out on July 7, 2016.
6. Presentation of the Plan to the Josephine County Commission on July 13, 2016.
7. Hearing by City Council and consideration of the proposed Plan and accompanying Report by a non-emergency ordinance. The hearing by City Council will be held on July 20, 2016. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval.

COST IMPLICATION:

Revenue Source: The revenue source for the Urban Renewal Area comes from tax increment revenues. These revenues come from future reduction in tax revenues (taxes on incremental growth within the Urban Renewal Area) that will be directed to the City of Grants Pass Urban Renewal Agency for use in the Urban Renewal Area. This impact is identified in the Report Accompanying the Grants Pass Urban Renewal Plan - 2016.

ALTERNATIVES:

1. The Urban Renewal Agency can proceed with the process of considering an Urban Renewal Plan by sending the Plan and Report out for public review;
2. The Agency can request more time or information prior to sending the plan and report out for public review. (There are potential negative cash-flow impacts);
3. The Agency can defer or take no action at this time.

Staff Report (continued):

RECOMMENDED ACTION:

It is recommended the Agency deliberate on the proposed Urban Renewal Plan and send the Grants Pass Urban Renewal Plan – 2016 out for formal public review.

POTENTIAL MOTION:

I move to adopt the resolution to send the Grants Pass Urban Renewal Plan - 2016 out for formal public review.

AGENCY RESOLUTION NO.

A RESOLUTION OF THE CITY OF GRANTS PASS URBAN RENEWAL AGENCY SENDING THE PROPOSED GRANTS PASS URBAN RENEWAL PLAN – 2016 OUT FOR PUBLIC REVIEW.

WHEREAS:

1. The City of Grants Pass City Council (the “City Council”) has established goals to Encourage Economic Opportunities, Facilitate Sustainable, Manageable Growth and Maintain, Operate and Expand Our Infrastructure to Meet Community Needs; and
2. The City Council undertook an Urban Renewal Feasibility Study (the “Feasibility Study”), involving two presentations to City Council including presentation of the final document in the spring of 2016; and
3. An Urban Renewal Task Force comprised of community representatives reviewed the technical information in the Feasibility Study and provided input on goals and objectives, projects and financing; and
4. The City Council directed staff to prepare an Urban Renewal Plan and report for public review; and
5. The Grants Pass Urban Renewal Agency (the “Agency”), is the duly authorized and acting Urban Renewal Agency of the City of Grants Pass, Oregon; and
6. The Agency, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Grants Pass Urban Renewal Plan - 2016 dated July 20, 2016 and attached hereto as Exhibit ‘A’ (the “Plan”). The Plan authorizes certain urban renewal activities within the Grants Pass Urban Renewal Area; and
7. The Agency has caused the preparation of a certain Urban Renewal Report dated July 20, 2016 attached hereto as Exhibit ‘B’ (the “Report”) to accompany the Plan as required under ORS 457.085(3); and
8. The Agency has reviewed the Plan and Report and desires to move the Plan and Report through the formal public review process including requesting a recommendation from the Grants Pass Urban Area Planning Commission on the conformance of the Plan to the Grants Pass Comprehensive Plan, presentation of the Plan and Report to the County Commission, mailing the Plan and Report to the affected taxing districts and presentation of the Plan and Report to the City Council for a public hearing and vote.

NOW, THEREFORE, BE IT RESOLVED by the City of Grants Pass Urban Renewal Agency to send the proposed Grants Pass Urban Renewal Plan – 2016 out for formal public review, which is attached and incorporated herein as Exhibit ‘A’ – Grants Pass Urban Renewal Plan – 2016 and Exhibit ‘B’ – Report Accompanying the Grants Pass Urban Renewal Plan – 2016.

ADOPTED by the City of Grants Pass Urban Renewal Agency, Oregon, this 6th day of July, 2016, to be effective upon final approval of the approved annexation.

SUBMITTED to and _____ by the Chair of the City of Grants Pass Urban Renewal Agency, Oregon, this ____ day of July, 2016.

Darin Fowler, Chair

ATTEST:

Karen Frerk, City Recorder

Date submitted to Chair: _____

Approved as to Form, Mark Bartholomew, City Attorney _____



Grants Pass Urban Renewal Plan - 2016

Adopted by the City of Grants Pass

Date

Ordinance No.

If Amendments are made to the Plan, the resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

List of Participants

Mayor
City Council

Darin Fowler
Dan DeYoung, Council President
Ken Hannum
Roy Lindsay
Valerie Lovelace
Rick Riker
Dennis Roler

Urban Area Planning Commission

Gerald Firzgerald, Chair
Jim Coulter, Vice Chair
Loree Arthur
David Kellenbeck
Lois MacMillan
Blair McIntire
Dan McVay
Robert Wiegand

City Manager
Assistant City Manager
Parks and Community Development Director
Finance Director
Business Advocate
GIS

Aaron Cubic
David Reeves
Lora Glover
Jay Meredith
Susan Seereiter
Eric Wade

Consultant Team

Elaine Howard Consulting LLC, Elaine Howard
ECONorthwest, Nick Popenuk, Ali Danko

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I. DEFINITIONS

“Agency” means the City of Grants Pass Urban Renewal Agency. This Agency is responsible for administration of the urban renewal plan. In Grants Pass, the Agency board is the Grants Pass City Council.

“Annual report” means annual report on impacts to taxing jurisdictions and former year and following year budgets as required in ORS 457.460.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the urban renewal plan.

“City” means the City of Grants Pass, Oregon.

“City Council” or “Council” means the City Council of the City of Grants Pass.

“Commission” means the Josephine County Commission.

“Comprehensive Plan” means the City of Grants Pass comprehensive land use plan and its implementing ordinances, policies and standards.

“County” means Josephine County.

“Fiscal year” means the year commencing on July 1 and closing on June 30.

“Frozen base” means the total assessed value including all real, personal, manufactured and utility values within an urban renewal area at the time of adoption. The county assessor certifies the assessed value after the adoption of an urban renewal plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon revised statutes and specifically Chapter 457, which relates to urban renewal.

“Planning Commission” means the Urban Area Planning Commission, composed of both city and county representatives.

“Tax increment financing (TIF)” means the funds that are associated with the division of taxes accomplished through the adoption of an urban renewal plan.

“Tax increment revenues” means the funds allocated by the assessor to an urban renewal area due to increases in assessed value over the frozen base within the area.

“Under-levy” means taking less than the available tax increment in any year as defined in ORS 457.455.

“URA” means the properties and rights of way located with the Grants Pass urban renewal boundary.

“Urban renewal agency” or “Agency” means an urban renewal agency created under ORS 457.035 and 457.045. This agency is responsible for administration of the urban renewal plan.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.085(3).

“Grants Pass Transportation Systems Plan (TSP)” means the Transportation System Plan adopted by the Grants Pass City Council.

DRAFT

II. INTRODUCTION

The City of Grants Pass Oregon conducted a feasibility study for an urban renewal area to serve industrial and commercial areas in the city in the spring of 2016. This Feasibility Study was guided by an Urban Renewal Task Force who reviewed the boundary, projects and financial assumptions for the proposed urban renewal area. The intent of the urban renewal area is to provide tools to help incentivize economic growth and job creation in the urban renewal area. The Grants Pass City Council reviewed the study in March of 2016 and thereafter gave direction to staff to pursue the preparation of an urban renewal plan.

The City of Grants Pass Urban Renewal Plan – 2016 (Plan) contains goals, objectives, and projects for the development of the Grants Pass Urban Renewal Area (URA). The overall purpose of the Plan is to use tax increment financing to overcome obstacles to the proper development of the URA.

The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in ORS 457. These areas can have old or deteriorated buildings, public spaces that need improvements, streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other obstacles to development. The URA has infrastructure needs as identified in the Report accompanying the Grants Pass Urban Renewal Plan – 2016 and specifically cited in the ordinance for adoption of the Plan.

Urban renewal allows for the use of tax increment financing (TIF), a financing source that is unique to urban renewal, to fund its projects. Tax increment revenues – the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established – are used to repay borrowed funds. The funds borrowed are used to pay for urban renewal projects.

In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces. The specific projects to be approved in this Plan are outlined in Sections IV and V.

Urban renewal is put into effect when the local government (the City of Grants Pass, in this case) adopts an urban renewal plan. The urban renewal plan defines the urban renewal area, states goals and objectives for the area, lists projects and programs that can be undertaken, provides a dollar limit on the funds borrowed for urban renewal projects, and states how the plan may be changed in the future.

The URA shown in Figure 1, consists of approximately 1,364.10 total acres: 1,207.79 acres of land in tax lots and 156.31 acres of public right-of-way.

The Plan will be administered by the City of Grants Pass Urban Renewal Agency (Agency), which was established by the Grants Pass City Council as the City's Urban Renewal Agency. Substantial changes to the plan must be approved by the City Council as outlined in Section IX of this Plan.

A public meeting was held on July 13 at which approximately citizens participated. The public meeting included presentation boards and other materials to educate the public about

the impacts of the proposed urban renewal district and to receive their input. Staff and representatives of the consultant team were in attendance to answer questions from the public.

In addition, city staff briefed the Josephine County Commission on July 13, 2016.

The Plan is accompanied by an Urban Renewal Report (Report) that contains additional information, as required by ORS 457.085. The technical information in the Report includes:

- A description of the physical, social, and economic conditions in the area;
- Expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan area;
- The relationship between each project to be undertaken and the existing conditions;
- The total estimated cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; and
- A relocation report.

It is anticipated that the Plan will take 30 years of tax increment collections to implement. The maximum amount of indebtedness (amount of tax increment financing for projects and programs) that may be issued for the Plan is \$105,000,000.

Future amendments will be listed numerically in this section of the Plan and then incorporated into the Plan document and noted by footnote as to amendment number and date adopted.

III. GOALS AND OBJECTIVES

The goals and objectives of the Urban Renewal Area plan support the City Council's Mission, Vision and Strategic Goals. The goals of the Plan represent the basic intents and purposes. Accompanying each goal are objectives, which generally describe how the Agency intends to achieve the goals. The urban renewal projects identified in Sections IV and V of the Plan are the specific means of meeting the objectives. The goals relate to adopted plans, as detailed in Section XI. The goals and objectives will be pursued as economically as is feasible and at the discretion of the Agency. The goals and objectives are not ranked by priority.

Goal 1: ECONOMIC DEVELOPMENT AND EMPLOYMENT

Create conditions that are attractive to the growth of existing business and attract new businesses to Grants Pass to create new jobs. Provide an adequate number of sites of suitable sizes, types, and locations to accommodate a variety of economic opportunities. Increase property values so that the URA will contribute its fair share to the costs of public services provided.

Objectives:

1. Build utility infrastructure to support existing businesses and accommodate growth in the URA.
2. Assist in the improvement of transportation infrastructure to support existing development and allow for future development.
3. Leverage the Agency's financial resources to the maximum extent possible with other public and private investments and other public and private funding sources.
4. Develop a Convention Center to attract visitors to the URA, creating jobs, supporting existing businesses and providing opportunities for new businesses.

Goal 2: PUBLIC INVOLVEMENT

Maintain a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the urban renewal implementation process.

Objectives:

1. Provide opportunities for public input throughout the implementation of the Plan.
2. Utilize an Advisory Group or Council appointed Task Force to review substantial amendments to the Plan.

Goal 3: REDEVELOPMENT/DEVELOPMENT

Strengthen a lively storefront retail character with a pedestrian emphasis, supporting an active downtown. Complement, protect and promote the continued growth and vitality of current businesses and attract new businesses.

Objectives:

1. Create a tool kit to assist existing businesses with their growth and vitality, including a building rehabilitation program.
2. Create a tool kit to invest in new catalyst projects that leverage public-private partnerships, incentives, and other tools.
3. Provide opportunities such as a Maker's Space or Business Incubator to help start new businesses in the URA.
4. Redevelop or remove underdeveloped and/or blighted properties in the URA.
5. Provide and improve public amenities such as plazas and parks to create an attractive environment for residents while also providing an environment that supports existing and new businesses.

Goal 4: FISCAL STEWARDSHIP

Work with taxing jurisdictions to both inform them of the annual project and financial activities of the urban renewal area and to evaluate opportunities to use tax increment revenues for mutual benefit.

Objectives:

1. Send a copy of the annual project required by ORS 457.460 and financial report to all taxing jurisdictions, informing them of the activities of the urban renewal area.
2. Notify taxing jurisdictions of revenue sharing responsibilities and the timing of those responsibilities.
3. Reimburse city for annual costs in administering the urban renewal area.

IV. OUTLINE OF MAJOR URBAN RENEWAL PROJECT ACTIVITIES

The projects within the URA include:

A. *Capital Improvements*

Public infrastructure including transportation and utility improvements

Development Assistance to promote new development and rehabilitation

B. *Debt service and plan administration*

V. URBAN RENEWAL PROJECTS

Urban renewal projects authorized by the Plan are described below. Public improvements authorized under the Plan include upgrading infrastructure including transportation and utilities to encourage development.

A. *Capital Improvements*

1. Sewer Plant

This project would support the \$20,000,000 water restoration plant expansion. This project benefits the entire city, with only 18% of the area being included in the URA. The funding for the URA contribution would be a percentage of the total acreage of the city.

2. Water Plant

This project would support the \$56 million project of replacing the water treatment plant. This project benefits the entire city, with only 18% of the area being included in the URA. The funding for the URA contribution would be a percentage of the total acreage of the city.

3. North end improvements

Water, sewer, and transportation improvements are needed in the NW Industrial area prior to further development in the area. The estimated costs identified in the various capital improvement plans total \$16 million dollars. Proposed URA participation at 25% could open this industrial area for development and expansion.

4. Water, Sewer, Transportation (SE Industrial)

The area around the Spalding Industrial Park needs infrastructure to adequately function as an industrial area. On the east side of Jones Creek, the topology will require a sewer lift station in order to provide sewer services. Water fire flow requirements will require a new reservoir and a booster station. Development costs for Sewer (\$8.2 million), Water (\$8.3 million) and Transportation (\$3.5 million) will exceed \$19 million. Assistance from the URA or another source will be required to make development of this area feasible. Proposed URA participation at 25% could open this industrial area for development and expansion.

5. North 6th and 7th Street corridor

The north entry way to the City comes down 6th and 7th streets. Visitor's first impressions of Grants Pass are made as they come into the City through this area. There is a need for façade

improvements, landscaping, and improvements that would visually enhance this corridor and add to the appeal of downtown and the City.

6. Blighted building removal and/or replacement

There are several blighted buildings (South Y area and F Street & 9th) that are prime real estate opportunities being underutilized. The removal and restructuring of some key development areas would attract new investment in the community. Incentives could influence the property owner's future development.

7. Southern section of NW industrial area

Water, sewer, and transportation improvements are needed in the southerly end of this industrial area prior to further development. The estimated costs identified in the various capital improvement plans total \$13 million dollars. Proposed agency participation at 25% could open this industrial area for development and expansion.

8. Infrastructure - Vine Street - water, sewer, transportation

Water, sewer, and transportation improvements are needed in the Vine Street area in order to support further development. The estimated costs identified in the various capital improvement plans total \$2.3 million dollars. Proposed agency participation at 25% could open this industrial area for development and expansion.

9. Building Rehab Program

This project would focus on rehabilitating unsightly or uninhabitable buildings. The program could be set up as a low or no-interest loan program, or it could include grant elements. The purpose would be to encourage private investments improving façade and storefronts, interior building improvements, and perhaps the associated public infrastructure and access spaces connected to the buildings.

10. Business Incubator

This project would support a business incubator where small businesses could have access to resources that would assist them in developing their business plan. The incubator would serve as a catalyst for starting new businesses. Partnering with the local schools, the community college and the Small Business Development Center (SBDC) would likely improve business successes.

11. Convention Center

This project could explore a partnership with a developer or major hotel chain to locate a convention center in Grants Pass.

12. Town Center Plaza

This has been identified as an area that needs improvement. The buildings and surrounding parking are not consistent with the balance of the historical district. Though there are some successful retail outlets in the plaza, the potential exceeds what is currently there. Retail construction costs are estimated at \$140/per square foot. Incentives provided by the agency could influence the property owner's future development of this site.

13. Riverside Park

This would add amenities to Riverside Park. It could include an amphitheater, stage area, restrooms, spray park, meeting space and other features that could improve the park, benefiting citizens and attracting more visitors to the park and Grants Pass.

14. Underdeveloped land

There are properties included within the URA that are being underutilized. Higher and better uses, including business park use, lodging, commercial uses and/or uses consistent with current zoning would benefit the City, its residents and its visitors. The agency could participate in planning, development, and installing of public infrastructure to improve these areas. Priority properties would be along 6th Street, Redwood Highway, and along the riverfront.

15. Study Streetscape/Streetscape Implementation

Aesthetic improvements to the streetscape in the Southeast Industrial Area.

B. Debt Service and Plan Administration

This project will allow for the repayment of costs associated with the preparation and implementation of the Grants Pass Urban Renewal Plan. It also includes ongoing administration and any financing costs associated with issuing long- and short-term debt, relocation costs and other administrative costs.

VI. PROPOSED LAND USES, MAXIMUM DENSITIES AND BUILDING REQUIREMENTS

The proposed land uses, densities and building requirements for the URA will comply with the Grants Pass Comprehensive Plan and Grants Pass Development Code as stated in those documents and incorporated herein by reference. If those documents change, those changes will be automatically incorporated into this Plan. The specific zones within the URA are:

Moderate Density Residential

The purpose of the R-2 District is to encourage, accommodate, maintain and protect a suitable environment for residential living at moderate densities.

Moderate-High Density Residential

The purpose of the R-3(R-3-1) and R-3-2 Districts is to encourage, accommodate, maintain and protect a suitable environment for residential living at moderate-high densities. Maximum densities in these districts are typically representative of 2-story housing such as attached or multi-family.

High Density Residential

The purpose of the R-4(R-4-1), R-4-2, and R-5 Districts is to encourage, accommodate, maintain and protect a suitable environment for residential living at higher densities, and for professional uses that typically support residential areas; such as professional offices; hospitals, clinics and other suitable uses, but only in a manner designed to support and protect residential livability. Maximum densities in these districts are typically representative of 3-story housing such as attached or multi-family. Some districts only allow non-residential uses when in conjunction with residential use to ensure the residential land supply is not exclusively consumed by other uses.

General Commercial

The purpose of the General Commercial District is to provide for all commercial and professional uses, excepting those uses requiring on-site manufacture or assembly. Performance development standards are designed to protect adjacent uses and development from impact, and the market factors of supply, demand, location and cost are expected to provide commercial development in appropriate types, amounts and relationships.

Central Business District

The purpose of the Central Commercial District is to provide appropriate commercial and professional uses for the Central Business District of Grants Pass. Performance development standards are designed to encourage mixed commercial, professional and high-rise residential uses. The Central Business District recognizes and encourages viable and economic uses, while

performance development standards and the Downtown Plan act to maintain and enhance the District's unique architecture and historic qualities.

Riverfront Tourist Commercial II

The RTC-II District is located next to the downtown and Central Business District of Grants Pass. The purpose of this sub-district is to encourage both high quality building density and visitor-serving activities which allow the beauty of the river to be seen. The scale and architectural character must have an urban ambience and sophistication. Mixed-use developments with residential units located above ground floor commercial are encouraged.

Riverfront Tourist Commercial III

The RTC-III District is directly related to the County Fairgrounds/Race Track and the Riverside West All Sports Park. Affordable visitor-serving activities and commercial recreation development are desired. These activities should occur in a park-like setting. Mixed-use developments with residential units located above ground floor commercial are encouraged.

Business Park

The purpose of the Business Park District is to provide a mixed-use zone for light industrial and commercial uses. Retail trade is permitted as an accessory use or when determined to be compatible with, or can be made compatible with, light industrial or wholesale trade uses via a discretionary review process. Performance Development Standards are designed to ensure the compatibility of the light industrial uses with the commercial uses, and the compatibility with adjacent Commercial and Residential Zoning Districts.

Industrial

The purpose of the Industrial District is to provide for those industrial uses with heavier impacts upon their surroundings and the need for outdoor functions. Performance standards are less than required for other industrial districts and graduated buffering standards ensure compatibility with neighboring zones of lesser intensity of use. It is the express intent of the Industrial District to maintain lands for industrial use, with commercial and residential uses limited to those uses accessory to industrial development.

Industrial Park

The purpose of the Industrial Park District is to provide for light industrial uses in a campus-like setting. High Performance Development Standards assure compatibility among Industrial Park users and the compatibility with adjacent commercial and residential uses.

VII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired it will be identified in the Plan through a Minor Amendment. Identification of property to be acquired and the anticipated disposition of the property is required by ORS 457.085(g).

A. Property acquisition for public improvements

The Agency may acquire any property within the URA for the public improvement projects undertaken pursuant to the Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to institution of eminent domain procedures.

B. Property acquisition – from willing sellers

The Plan authorizes Agency acquisition of any interest in property within the URA that the Agency finds is necessary to support private redevelopment, but only in those cases where the property owner wishes to convey such interest to the Agency. The Plan does not authorize the Agency to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the URA.

C. Land disposition

The Agency will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public improvement. The Agency may retain such property during the construction of the public improvement.

The Agency may dispose of property acquired under Subsection B of this Section VI by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal agency, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in such plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the Agency determines is reasonable.

VIII. RELOCATION METHODS

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. No specific acquisitions that would result in relocation benefits have been identified; however, there are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the URA.

IX. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt, usually in the form of bank loans or revenue bonds. The proceeds of the bonds are used to finance the urban renewal projects authorized in the Plan. Bonds may be either long-term or short-term.

Tax increment revenues equal most of the annual property taxes imposed on the cumulative *increase* in assessed value within an urban renewal area over the total assessed value at the time an urban renewal plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies approved after October 6, 2001 are not part of the tax increment revenues.)

A. *General description of the proposed financing methods*

The Plan will be financed using a combination of revenue sources. These include:

- Tax increment revenues;
- Advances, loans, grants, and any other form of financial assistance from the federal, state, or local governments, or other public bodies;
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment districts; and
- Any other public or private source.

Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.

B. *Tax increment financing and maximum indebtedness*

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the URA is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax

collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is \$105,000,000 (one hundred five million dollars). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on bond proceeds. It does include initial bond financing fees and interest earned on tax increment proceeds, separate from interest on bond proceeds.

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X. FUTURE AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency, the Planning Commission, and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Grants Pass, as required by ORS 457.120.

Substantial Amendments are amendments that:

1. Add land to the urban renewal area, except for an addition of land that totals not more than 1% of the existing area of the urban renewal area; or
2. Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

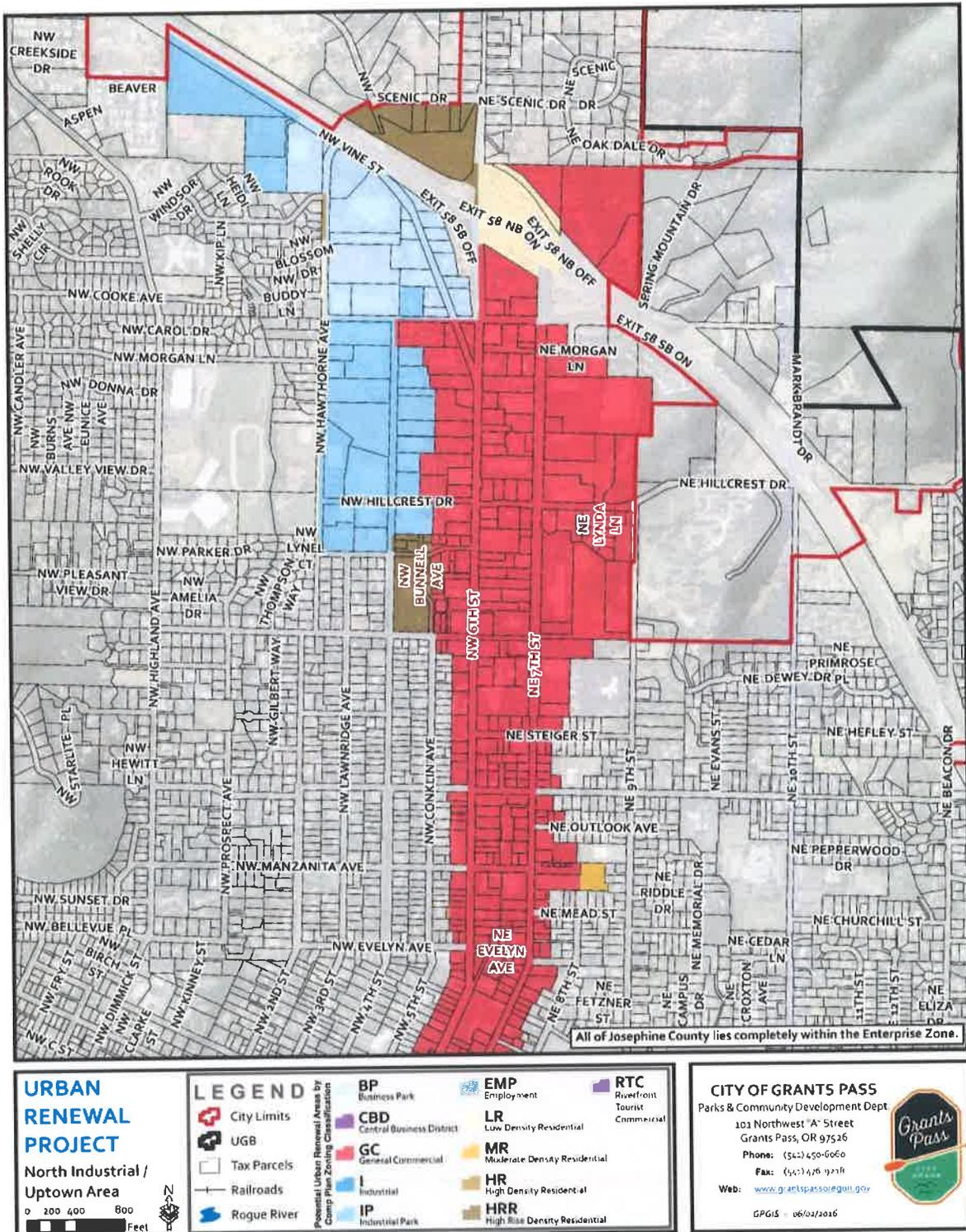
B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the Agency by resolution.

C. Amendments to the Grants Pass Comprehensive Plan and/or Grants Pass Development Code/Zoning Ordinance

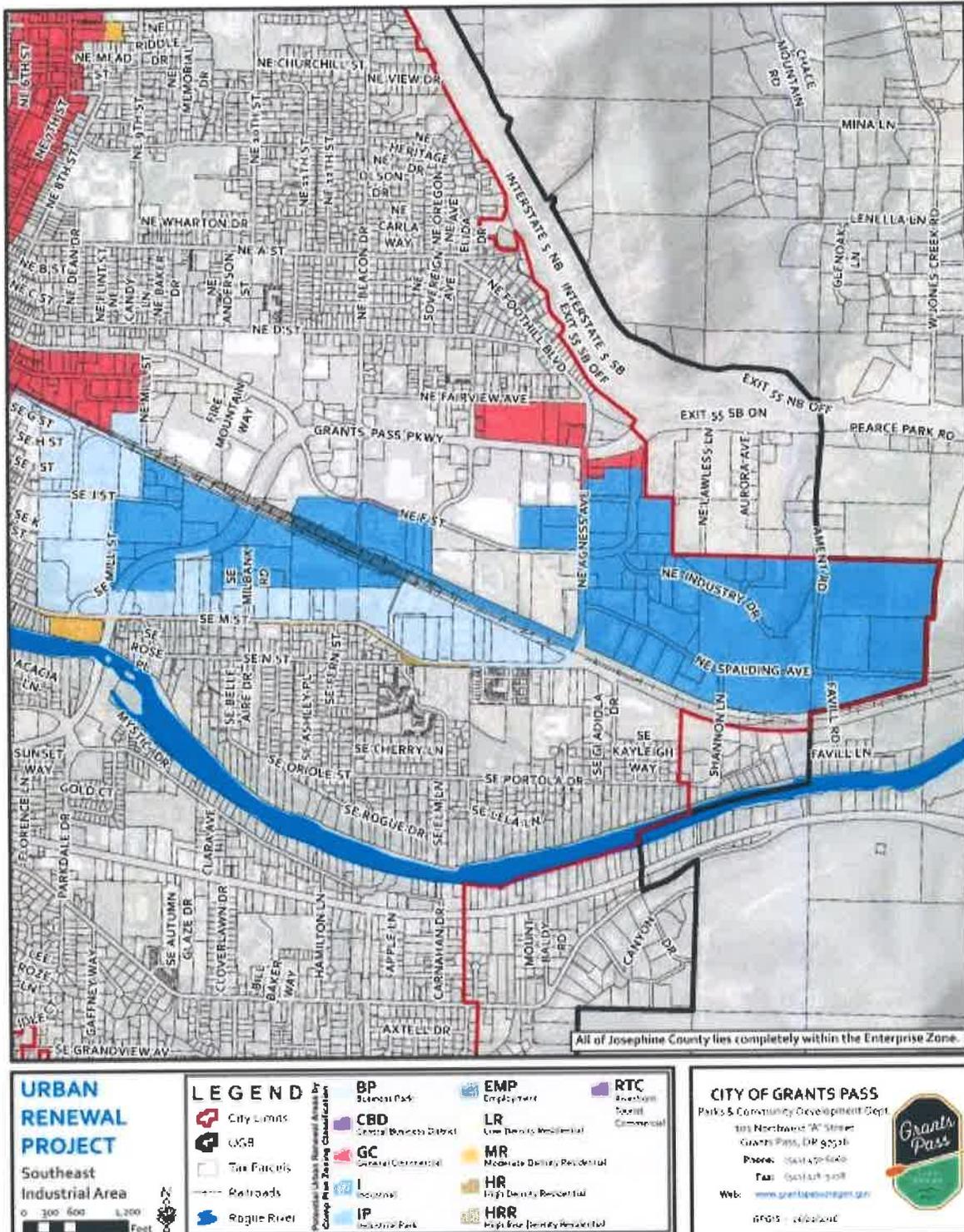
Amendments to the Grants Pass Comprehensive Plan and/or Grants Pass Development Code/ Zoning Ordinance that affect the Urban Renewal Plan and/or the Urban Renewal Area shall be incorporated automatically within the Urban Renewal Plan without any separate action required by the Agency or the City Council.

Figure 2a – Comprehensive Plan Designations



Source: City of Grants Pass

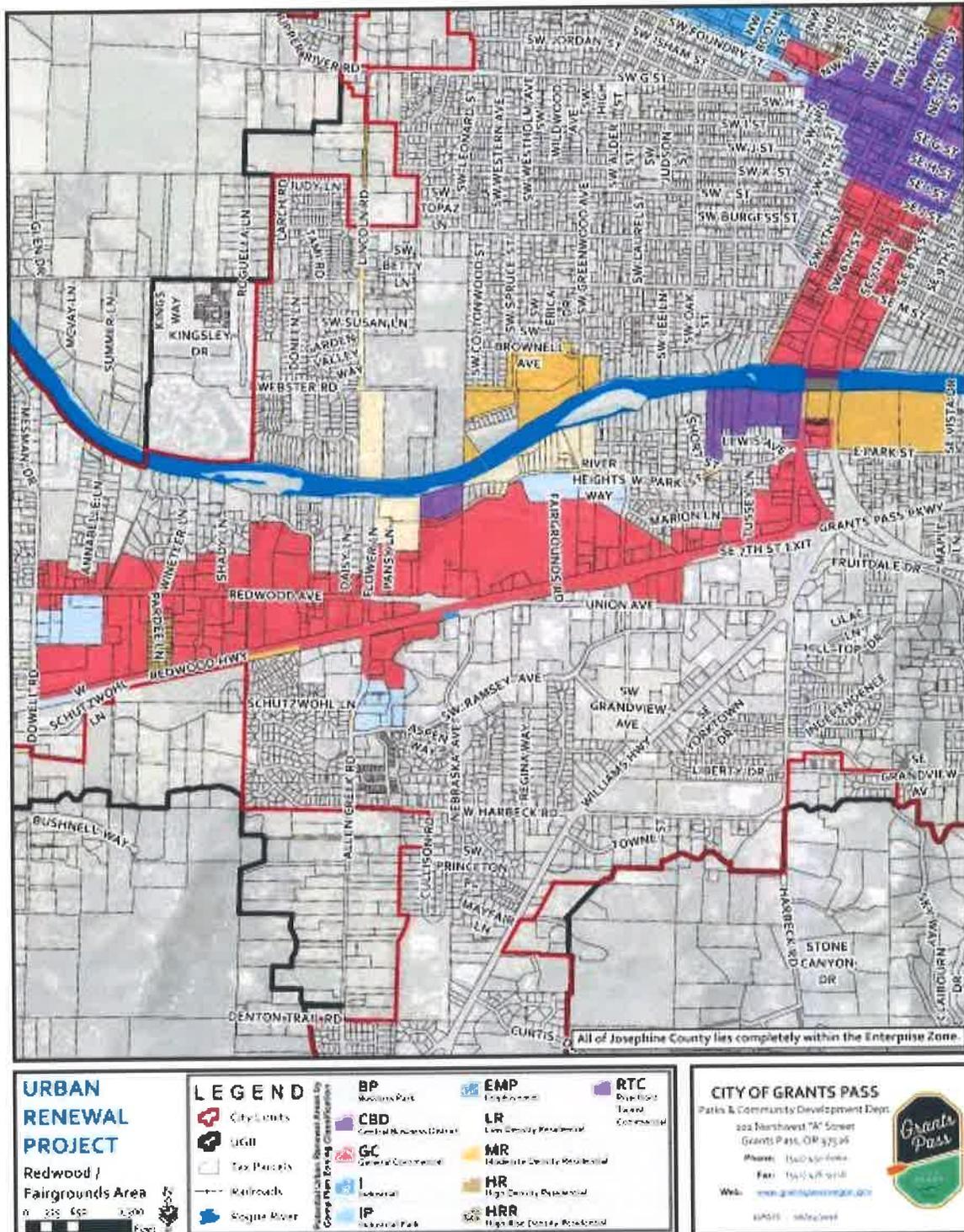
Figure 2c – Comprehensive Plan Designations



DISCLAIMER: The Geographic Information System (GIS) data made available on this map are collected and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the map and associated data.

Source: City of Grants Pass

Figure 2d – Comprehensive Plan Designations



DISCLAIMER: The geographic information contained herein is for informational purposes only and is not intended to be used as a basis for any legal action. The City of Grants Pass and Josephine County are not responsible for the accuracy of the map and associated data.

Source: City of Grants Pass

XI. RELATIONSHIP TO LOCAL OBJECTIVES

The Plan relates to local planning and development objectives contained within the Grants Pass Comprehensive Plan, called the Grants Pass Comprehensive Community Development Plan (Comprehensive Plan), the Grants Pass Development Code, and the Comprehensive Park and Recreation Master Plan. The following section describes the purpose and intent of these plans, the particular goals and policies within each planning document to which the proposed Plan relates, and an explanation of how the Plan relates to these goals and policies. The numbering of the goals, policies, and implementation strategies will reflect the numbering that occurs in the original document, so the numbering may look out of order in this document. Italicized text is text that *has* been taken directly from an original planning document.

The Comprehensive Plan designations are shown in Figures 2a-2d. The maximum densities and building requirements are contained in the Grants Pass Development Code. The proposed land uses conform to Figure 2, the comprehensive plan designations and the maximum densities and building requirements can be found in the Grants Pass Development Code, Article 12 Zoning Districts.

This is not a comprehensive list of all parts of the Grants Pass Comprehensive Plan that are supported by this Plan. This list includes the major Goals and Policies from the comprehensive plans that are supported through the urban renewal plan however, there may be other Goals and Policies that are not specifically listed, which support and are in conformance with the Grants Pass Comprehensive Plan.

A. City of Grants Pass Comprehensive Community Development Plan

The Plan conforms to the Citizen Involvement, Recreation, Parks and Open Space, Economy, Housing, Public Facilities and Services, Energy Conservation, and Land Use Elements as it contains projects to upgrade the transportation and utility infrastructure, to support existing business and allow for development of new businesses to create jobs, utilizing underutilized and/or blighted sites.

2. Citizen Involvement

Goal: To develop a citizen involvement program that insures the ongoing involvement of citizens in all phases of the land use planning process.

The Plan conforms to the Citizen Involvement Element as a citizen advisory group assisted in the development and review of the feasibility study. In addition, citizens were provided opportunities for input at the Open House, the Planning Commission meeting and the City Council meeting.

7. Recreation, Parks & Open Space Element (As contained in the Comprehensive Parks and Recreation Plan)

Goal: To provide for the Recreation and Park and Open Space needs of the residents of and visitors to the Grants Pass Urban Growth Boundary area. The provisions shall: ensure the availability of sufficient open spaces for all areas of the UGB; meet the recreational needs of all

age groups and types of recreation activities; locate open spaces in a manner that shall protect and enhance natural resources, and minimize hazard to life and property.

Element 7 of the Comprehensive Plan, the Recreation, Parks, and Open Space Element is now provided by the January 2010 Comprehensive Park and Recreation Master Plan, adopted on February 3, 2010.

Vision Statement:

We envision a safe, interconnected, and sustainable system of vibrant parks, thriving green spaces, and quality recreation opportunities that enhance our community and its economic vitality.

Sustainability:

The City of Grants Pass will sustain City assets and environmental resources for future generations through effective management and maintenance. The City will use conservation measures to develop and care for parks, green space, and recreation facilities with an eye to the future.

Accessibility:

The City of Grants Pass will strive to make all parks, facilities, and green spaces geographically, physically, and economically accessible to all members of the community. The Division will plan and design inclusive facilities, serving residents of all ages, abilities, family compositions, and economic and cultural backgrounds

Quality Parks and Facilities:

The City of Grants Pass will provide safe, clean, and inviting parks and facilities that foster community pride and encourage recreation and outdoor play. The City will strive to provide close-to-home recreation opportunities that are conveniently located for residents citywide and within an expanded Urban Growth Boundary.

Connectivity:

The City of Grants Pass will connect community members together via a network of parks, recreation facilities, trails, and green spaces. This system will support community health and active transportation, by linking key destinations within planning area.

The Plan conforms to the Comprehensive Park and Recreation Master Plan as there are projects that will improve Riverside Park.

7.14 Fairgrounds

The County Fairgrounds is an especially valuable asset to the people of the community. The City, County and Fair Board shall take care to preserve the fairgrounds for recreation activity, to protect the site from the encroachment of other public uses which may detract from its basic function, and shall act to enhance and extend the recreational capacity of the site. The City and County shall cooperate with the Fair Board to develop a Master Plan for the development of the County Fairgrounds.

The Plan conforms to this provision as the Fairgrounds is included in the URA. No projects will be undertaken on the Fairgrounds without coordination with the County and the Fair Board.

Funding could be available to assist with a Master Plan for the development of the County Fairgrounds.

Economy Element

Goal: To improve, expand, diversify and stabilize the economic base of the community.

Policies:

8.1 The City and County shall endeavor to improve, expand, diversify and stabilize the economic base of the community:

(d) by insuring that an adequate quality and quantity of industrial land is available, properly zoned and serviced.

8.4 The acquisition and development of park and recreation facilities, as well as the conservation of natural resources and open space, shall be considered a vital part of the economic development an economic well-being of the area, the region and the State, and appropriate efforts shall be made to keep both recreation development and natural resource conservation abreast of growth.

8.7 The City and County will encourage commercial development at major commercial nodes, which includes the East Grants Pass area around the existing Grants Pass Shopping Center; the Redwood Commercial Triangle South of the Rogue River area and the Downtown area. The City will also encourage infill commercial and office development along Sixth and Seventh Streets, and in the North City commercial area.

8.8 The City shall assist in maintaining the Downtown commercial area as a vital business and office district by:

(a) following the adopted Downtown Improvement Program, giving high priority to Downtown Improvement projects in its Capital Improvement Program.

(e) encouraging private building owners to maintain and improve their buildings.

8.9 The City shall promote tourism, a significant element in the local economy by:

(b) creating a financial mechanism and completing landscaping & improvements to the North Interchange area.

The Plan conforms to the Economy Element as there are projects in the Plan to support infrastructure development, both utilities and transportation, to allow for economic growth. In addition, there are programs to assist existing and new businesses within the URA.

Housing

Goal: To encourage the provision of adequate numbers of housing units within the urban growth boundary at price ranges and rent levels commensurate with the financial capabilities of area households, and to allow for flexibility of housing type, density, location and design.

The Plan conforms to the Housing Element as there are programs to assist in development within the URA, including mixed use development to help support the downtown commercial core.

Public Facilities and Services

Goal: To provide needed facilities and services for the Urban Growth Boundary area in a timely, orderly, efficient, economic and coordinated manner.

10.1.3 Services shall be provided in an orderly and economic manner. Services provided at public expense should be provided first to those areas most heavily committed to urban development and those areas most actively developing, before extension to less committed areas or to those areas less actively developing. The extension of services with similar physical and/or programmatic requirements should be coordinated where economies will result. The involvement of the private sector is essential in the provision of services, and will determine to a great extent the timing, location and financing means of service extensions.

10.1.7 The City and County recognize that the provision of necessary services to accommodate the projected growth and land-use allocations is a mutual responsibility. The city and county will continue to cooperate with each other and with the private sector and the development and use of financial mechanisms and programs that are effective, efficient and equitable.

The Plan conforms to the Public Facilities and Services Element as there are projects in the Plan to support infrastructure development, both utilities and transportation, to allow for economic growth.

10.2 Water Service Policies

10.2.1 The City and County shall follow the adopted Water Facilities Plan for the Urban Growth Boundary area when extending and improving water service. Key factors to be utilized in growth management include:

- (a) the number, size, location and approximate costs of water treatment, storage and distribution facilities deemed necessary to serve the expected population within the Urban Growth Boundary;*
- (b) water sources and treatment and distribution modes;*
- (c) continued input from all segments of the community;*
- (d) implementation and financing strategies for acquiring, developing and maintaining needed water treatment, storage and distribution; and*
- (e) determination of the areas of greatest need, including techniques of funding and prioritization for these areas of need.*

The Plan conforms to the Water Services Policies as there is a project in the Plan to help finance the development of a Water Plant in the URA.

10.3 Sewer Service Policies

10.3.1 The City and County shall follow adopted Sanitary Sewer Facility and Management Plans for the Redwood, Fruitdale-Harbeck and City service districts, including all parts of the Urban Growth Boundary area. The Sanitary Sewer Facility and Management Plans:

(a) determine the number, size, location and approximate costs of sanitary sewer facilities and improvements deemed necessary to serve the expected population within the Urban Growth Boundary;

(b) base the facilities and improvements determination upon a thorough analysis of the Urban Growth Boundary service districts, including present treatment plan capacity, treatment levels and Department of Environmental Quality requirements, collection system age, construction and function, and infiltration and inflow characteristics of the system;

(c) recommend implementation and financing strategies for acquiring, developing and maintaining needed sanitary sewage facilities;

(d) demonstrate continuity with past sanitary sewer plans, as adopted and developed by the City and County;

(e) provide for adequate coordination between the City and County as needed in the expansion and maintenance of the sewer service districts;

(f) determine the areas of highest priority.

The Plan conforms to the Sewer Services Policies as there is a project in the Plan to help finance the development of a Sewer Plant in the URA.

10.4 Storm Drain Policies

10.4.1 The City and County shall follow the adopted Master Storm Drainage Facilities and Management Plan for the¹ Grants Pass Urban Growth Boundary area when extending the improving drainage service. Key factors to be utilized in growth management include:

(a) the number, size, location and approximate costs of storm drainage facilities and improvements deemed necessary to serve the expected population within the Urban Growth Boundary;

(b) the analysis of the UGB drainage basins, using generally accepted runoff projection techniques, including appropriate computer modeling, if possible;

(c) implementation and financing strategies for acquiring, developing and maintaining needed storm drainage facilities;

(d) maintaining continuity with past drainage plans, as adopted and developed by the City and County; and

(e) determination of the areas of highest priority, including techniques of funding and prioritization for these high priority areas.

The Plan conforms to the Storm Drain Policies as there are projects in the Plan to support the development of infrastructure in the URA.

The Plan conforms to the Public Facilities and Services Element as there are projects in the Plan to support infrastructure development to allow for economic growth within the URA.

Energy Conservation Element

Goal: To promote the wise and efficient use of all forms of energy.

Policies:

12.6 The City and County shall pursue a more energy-efficient urban form by:

(a) locating higher densities in close proximity to major streets, potential public transit locations, the central business district, shopping and employment centers, schools and parks.

(c) encouraging infill development within Established and Developing areas of the Urban Growth Boundary.

The Plan conforms to the Energy Conservation Element as there are programs to assist in development within the URA, including mixed use development to help support the downtown commercial core. These programs will help encourage infill development and higher densities within the downtown area.

Land Use Element

Goal: to provide a vision of the future through maps and policies that shall guide and inform the land-use decisions of the present, in such a manner that:

(e) provides adequate amounts of industrial, commercial and residential lands to meet growth needs over the planning period.

The Plan conforms to the Land Use Element as there are projects in the Plan to support infrastructure development, increasing the amount of developable lands and allowing for economic growth within the URA.

XII. APPENDIX A: LEGAL DESCRIPTION

INSERT TEXT LEGAL DESCRIPTION OF URBAN RENEWAL DISTRICT BOUNDARY THAT IS CONSISTENT WITH THE ENCLOSED MAP

DRAFT

REPORT ACCOMPANYING THE GRANTS PASS URBAN RENEWAL PLAN

Adopted by the City of Grants Pass

DATE

Ordinance No. _____

Grants Pass Urban Renewal Area

Consultant Team

Elaine Howard Consulting, LLC

Elaine Howard

ECONorthwest

Nick Popenuk

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Rob Wyman

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I. INTRODUCTION

The Report on the City of Grants Pass Urban Renewal Plan - 2016 (Report) contains background information and project details that pertain to the City of Grants Pass Urban Renewal Plan - 2016 (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and support the findings made by the City Council as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The format of the Report is based on this statute. The Report documents not only the proposed projects in the Plan, but also documents the existing conditions in the Grants Pass Urban Renewal Area - 2016 (URA).

The Report provides only guidance on how the urban renewal plan might be implemented. As the City of Grants Pass Urban Renewal Agency (Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other changes, as allowed in the amendments section of the Plan.

The URA is shown in Figure 1. It encompasses under-performing industrial areas, the commercial core of Grants Pass, and the Josephine County Fairgrounds. The sub-areas can be seen more clearly on the zoning maps that break them out by sub-districts. This is done only for clarity in mapping, with no area having a larger priority than other areas.

The sub-areas are:

North Industrial/Uptown (Zoning Map 2a): This area encompasses 6th and 7th Street in the north part of the city and the NW Vine Street industrial area. The area has properties that are under-developed and blighted. The northern section of the area does not present a positive picture to visitors or residents of Grants Pass. As one of the key entrances to the city, the blight should be removed and properties should be developed to a higher standard. There are also underdeveloped industrial properties that could provide increased employment in the future. The area needs infrastructure upgrades to be able to develop. The 6th and 7th Street Corridor area represents key commercial properties in the city. There are many properties that could benefit from redevelopment and upgrading, including both commercial development and mixed-use development with housing.

Downtown and Surrounding Area (Zoning Map 2b): This area encompasses the 6th and 7th Street areas in the central part of the city. It also takes in properties to the east and west of the central business district. This area represents the key commercial properties in the city, including the downtown. There are many properties that could benefit from redevelopment and upgrading, including both commercial development and mixed-use development with housing. The downtown could benefit from streetscape improvements, parking, increased transportation access, upgraded infrastructure and additional facilities at the parks in the area. There is also mention of additional parks/plazas in the downtown core.

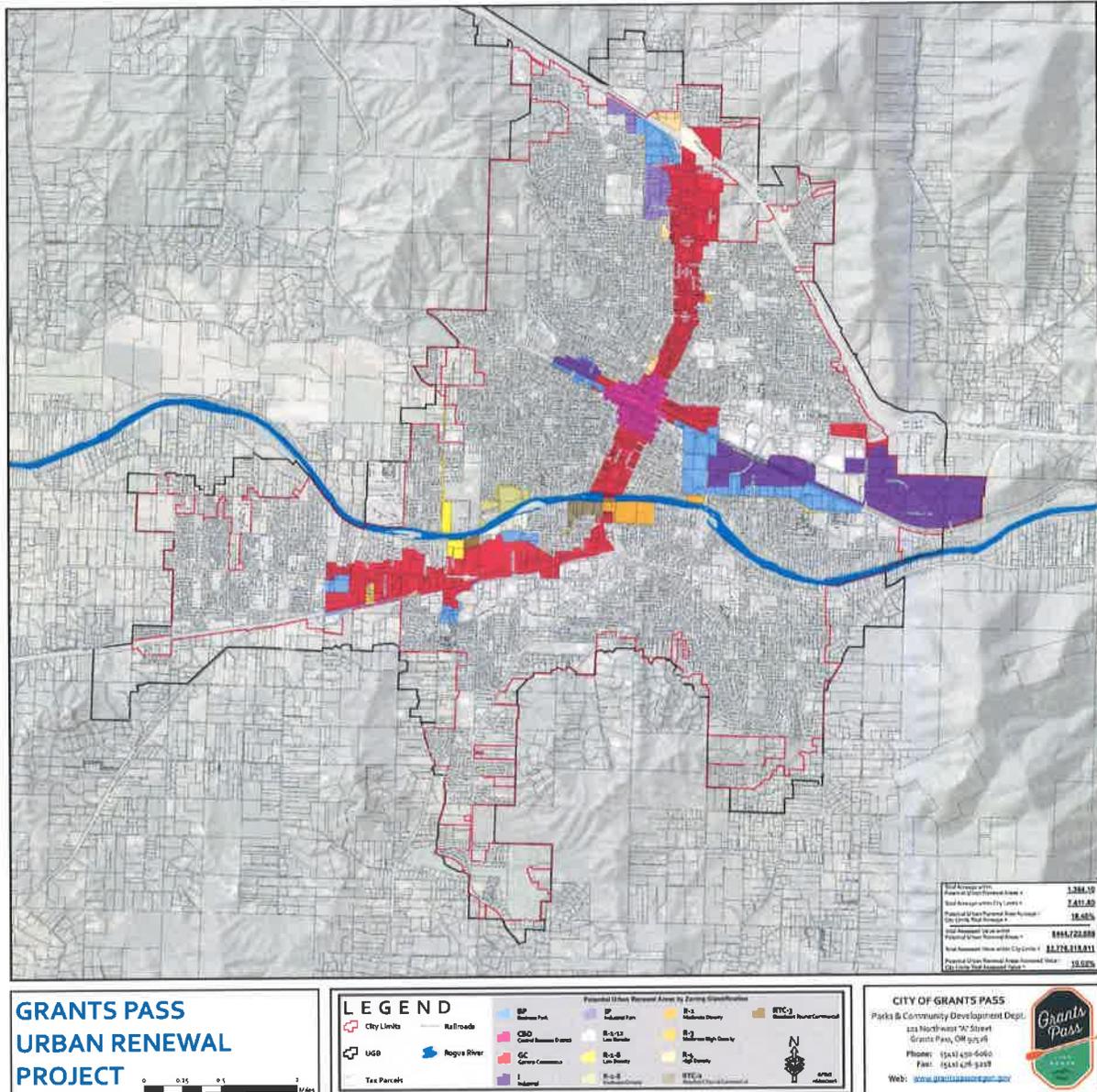
SE Industrial Area (Zoning Map 2c): This area is north of M Street and includes the Spalding Industrial Park. It represents business park and key industrial properties suitable for

economic development and job development. The area needs infrastructure upgrades to be able to develop.

Redwood/Fairgrounds (Zoning Map 2d): This area includes Redwood Highway and properties to the north, and a few properties to the southwest of Allen Creek Road. The Josephine County Fairgrounds is located on property that could be key to future development in the city. The Winter Farmers' Market is currently being held in one of the pavilions. The area is underdeveloped and could provide key land for future development of a hotel/convention center/Farmers' Market/business park or other commercial and mixed-use development. The area would also be in close proximity to a potential 4th Bridge. This area also includes the south entrance to the downtown (known as the South Y). It has blighted and under-developed properties. Improvements to these properties will present a better welcome to visitors and residents.

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Figure 1 – City of Grants Pass Urban Renewal Plan Area Boundary



Source: ECONorthwest

II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the URA and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The URA shown in Figure 1, contains 1,245 parcels consisting of 1,207.79 acres and 156.31 acres of existing right of way, for a total of 1364.10 acres.

An analysis of property classification data from Josephine County FY 2015/16 Assessment and Taxation database provided by Grants Pass GIS was used to determine the land use designation of parcels in Grants Pass. By acreage, commercial accounts for the largest land use within the area (63%). This is followed by exempt (21%), and industrial uses (5%). The total land uses of the Grants Pass, by acreage and parcel, are shown in Table 1.

Table 1 – Existing Land Use of URA

Existing Land Use	Parcels	Acres	Percent of Acres
Commercial	902	757.95	62.76%
Exempt	164	258.45	21.40%
Industrial	24	59.61	4.94%
Farm	3	47.61	3.94%
Residential	112	45.13	3.74%
Multi-family	30	34.39	2.85%
Miscellaneous	10	4.65	0.39%
Total	1,245	1,207.79	100.00%

Source: Information from Grants Pass GIS

2. Zoning Districts

As illustrated in Table 2 and Figures 2a-d, 31% of the URA by acreage is zoned as General Commercial, with another 22% zoned as Central Business District and 9.5% as Industrial. Other zoning districts are shown in Table 2.

Table 2 – Existing Zoning Districts of URA

Zoning	Parcels	Acres	% Total Acres
General Commercial	688	377.05	31.22%
Central Business District	223	269.93	22.35%
Industrial	87	114.79	9.50%
Residential 4-1	25	75.71	6.27%
Business Park	120	71.67	5.93%
Riverfront Tourist Commercial-2	8	59.52	4.93%
Residential 3-1	19	56.78	4.70%
Residential 1-6	13	53.36	4.42%
Industrial Park	30	46.78	3.87%
Residential 2	7	33.66	2.79%
Residential 1-12	18	31.44	2.60%
Residential 1-8	6	10.7	0.89%
Riverfront Tourist Commercial-3	1	6.4	0.53%
Total	1,245	1,207.79	100.00%

Source: Information from Grants Pass GIS

3. Comprehensive Plan Designations

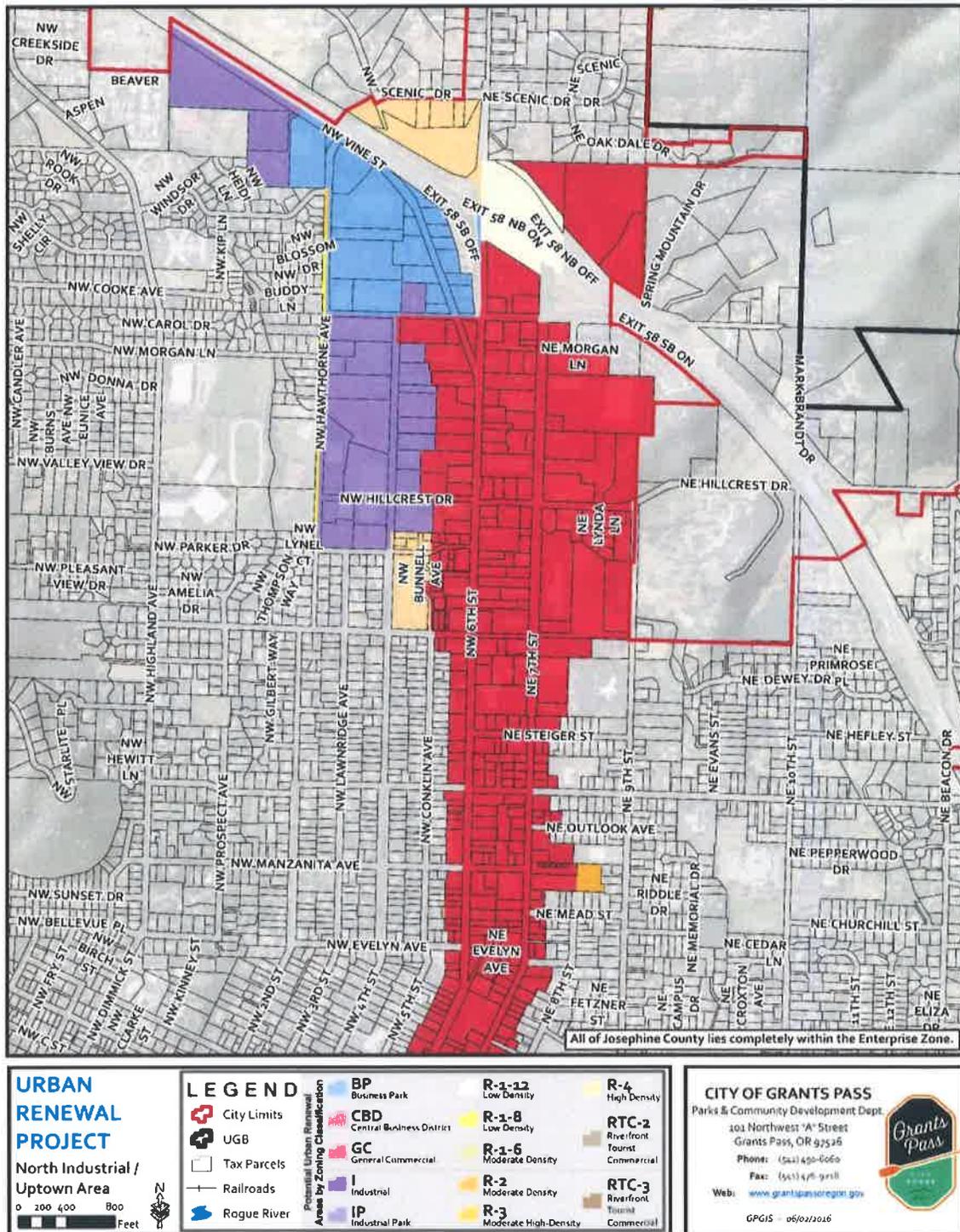
As illustrated in Table 3, 31% of the URA by acreage is designated as General Commercial, with another 22% designated as Central Business District and 9.5% as Industrial. Other comprehensive plan designations are shown in Table 3.

Table 3 – Existing Comprehensive Plan Designations of URA

Comprehensive Plan	Parcels	Acres	% Total Acres
General Commercial	688	377.05	31.22%
Central Business District	223	269.93	22.35%
Industrial	87	114.79	9.50%
Moderate Density Residential	20	87.02	7.20%
High Density Residential	25	75.71	6.27%
Business Park	120	71.67	5.93%
Riverfront Tourist Commercial	9	65.92	5.46%
Moderate-High Density Residential	19	56.78	4.70%
Industrial Park	30	46.78	3.87%
Low Density Residential	24	42.14	3.49%
Total	1245	1207.79	100.00%

Source: Information from Grants Pass GIS

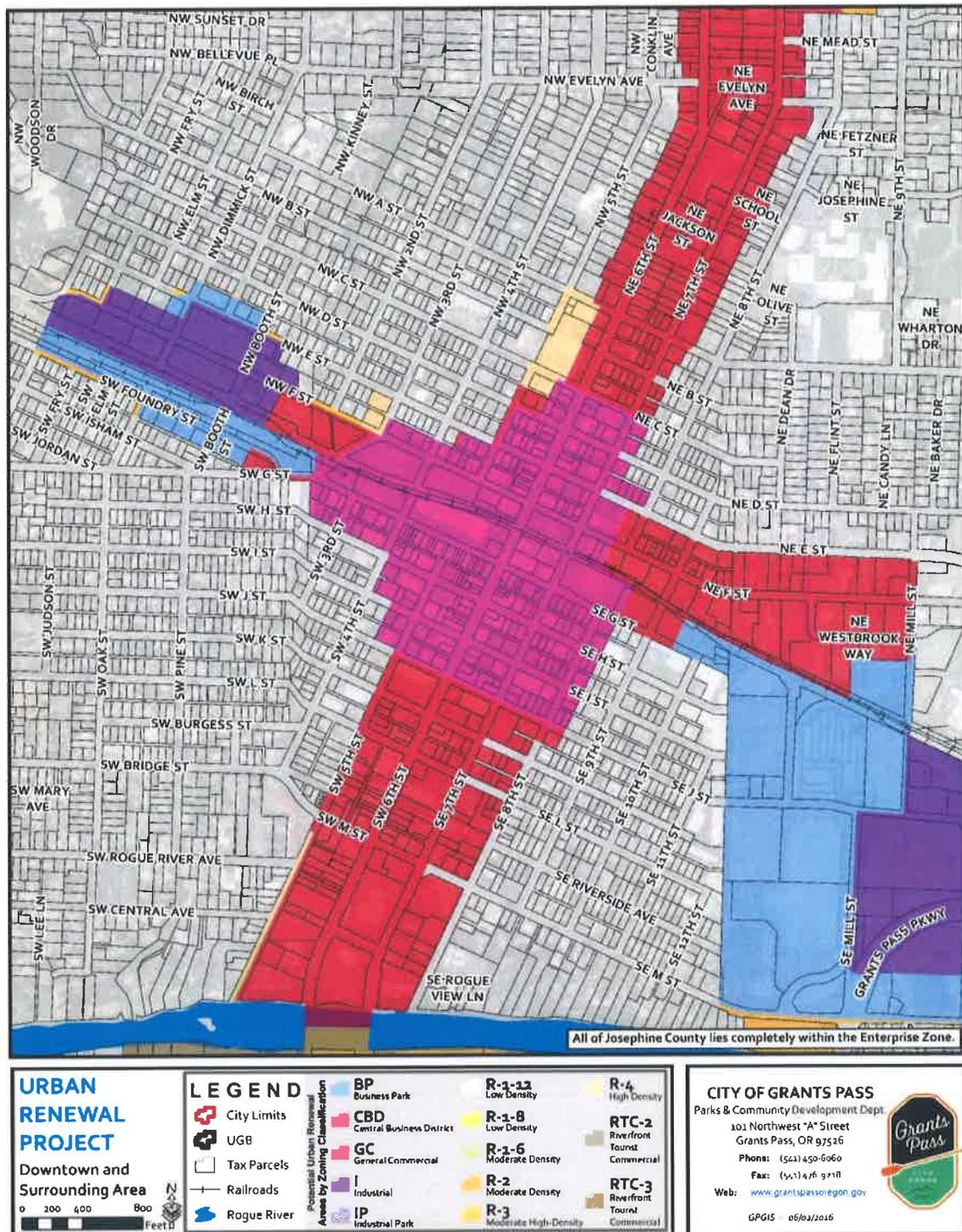
Figure 2a – URA Zoning Districts



DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.

Source: City of Grants Pass GIS

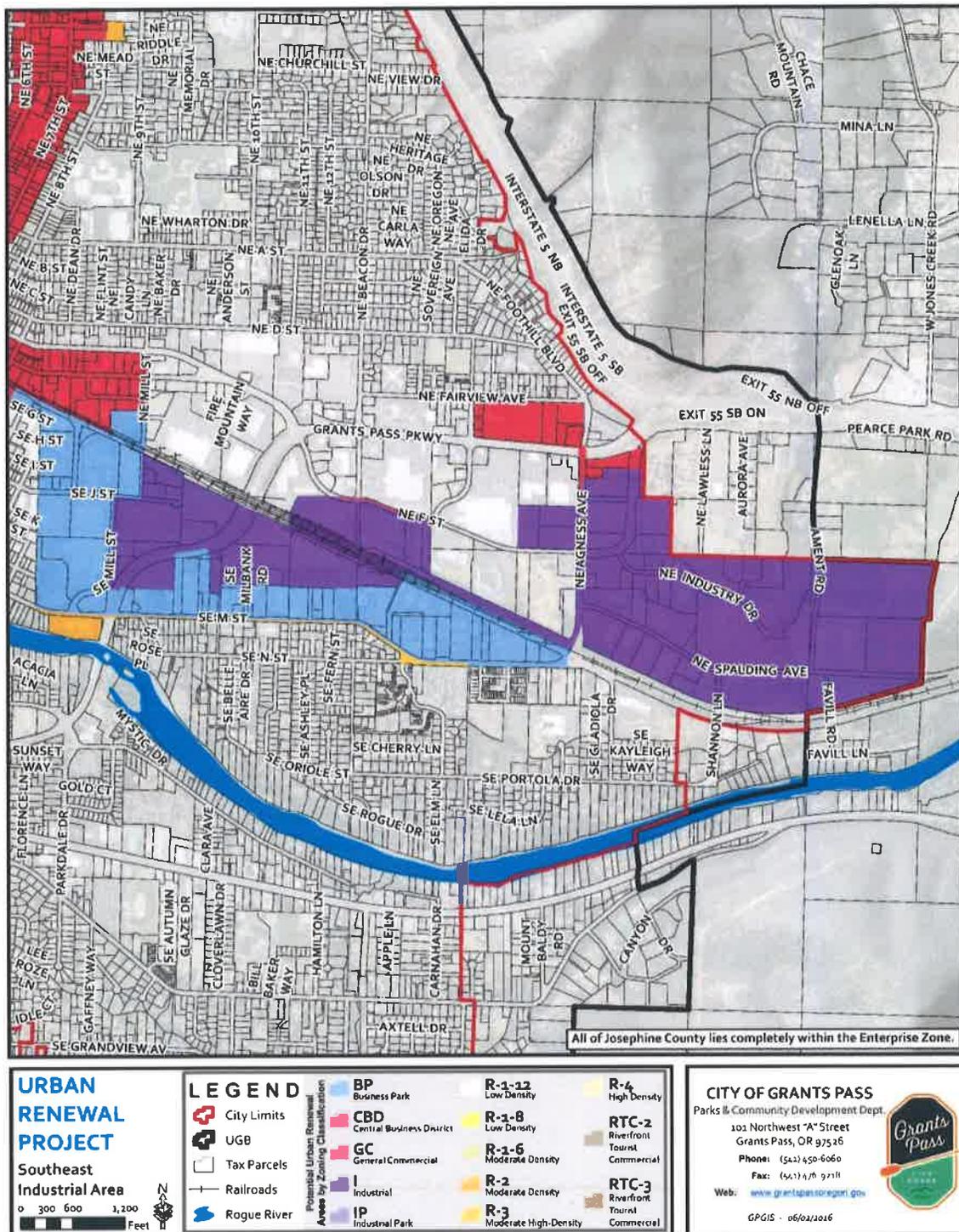
Figure 2b – URA Zoning Districts



DISCLAIMER: The Geographic Information System (GIS) data made available on this map was developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to ensure the accuracy of the maps and associated data.

Source: City of Grants Pass GIS

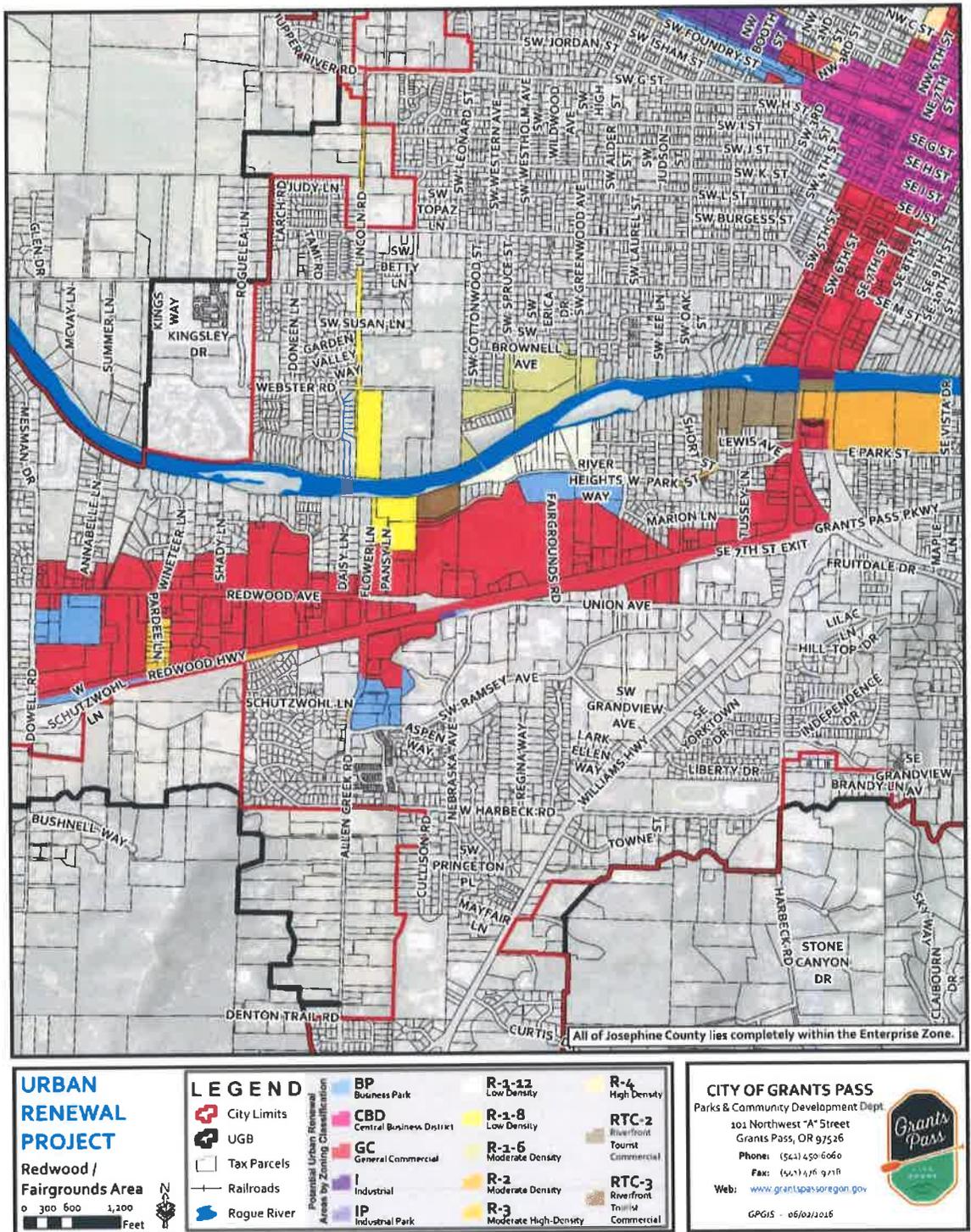
Figure 2c – URA Zoning Districts



DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.

Source: City of Grants Pass GIS

Figure 2d – URA Zoning Districts



DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.

Source: City of Grants Pass GIS

B. Infrastructure

This section identifies the existing conditions in the URA to assist in establishing blight. Blight is defined in ORS 457.010(1)(a-i) and included the existence of inadequate streets and other rights of way, open spaces and utilities. There are projects listed in City of Grants Pass master plans that include and identify some of these existing conditions throughout the URA. Blight does not have to be evident on every parcel in the URA. A blighted area is characterized by the existence of one or more of the statutorily defined blighting conditions. **The listing of these projects below does not mean all of these projects are included in the urban renewal plan.** The specific projects to be included in the urban renewal plan are listed in Sections IV and V of this document.

1. Transportation

The Grants Pass Transportation Systems Plan (Grants Pass Urban Area Master Transportation Plan)¹ details the transportation needs within the URA. It was adopted in 1997 and was most recently revised in 2008. Appendix F lists transportation needs in the URA. There are specific needs on Hillcrest Drive 9th to 10th to Beacon, J Street sidewalk M Street sidewalk, small sections of Morgan Lane sidewalk, Redwood Highway – Allen Creek Road east to South Y, Savage Street sidewalk on east and west ends, and no sidewalks on Vine Street in the Area. The projects include reconstruction, bike lanes, sidewalks, and widening.

2. Water

The water system needs for the URA are identified in the pending City of Grants Pass Water Distribution System Master Plan (WDSMP), being considered by the City Council. A new water plant is recommended

Water distribution systems are divided into pressure zones in order to provide adequate service pressure to customers at different elevations. Each pressure zone is served by specific facilities, such as, reservoirs or pump stations and related piping which supply pressure to customers. The City's existing distribution system is divided into 5 pressure zones served by 8 gravity storage reservoirs and 13 booster pump stations.²

Estimates of future growth and related water demand are developed using the best available information for the City's service area including the Population Research Center's (PRC's) June 2015 Coordinated Population Forecast for Josephine County, buildable lands inventory from the City's Comprehensive Plan 2014 Update and current water demand data. Future water demands are forecast at 10-years, 20-years and at saturation development. For the purposes of this WDSMP, saturation development is assumed to occur at 30 years.³

¹ Grants Pass Transportation System Plan 2013. Project descriptions on page 86.

² Grants Pass Water Distribution System Master Plan, Executive Summary, February 2016, p1

³ Ibid, p2

Additional storage reservoirs are recommended to serve anticipated future growth in the potential industrial development in the Spalding Industrial Area.⁴ In addition, Pressure Reducing Valves and Distribution Mains (Zone 2 expansion, Zone 1 area loop) are required in the Spalding Industrial Area as indicated in the Capital Improvement Program for water system needs.⁵

These are the water distribution needs within the URA:

Table 4 – Water Distribution Needs

Improvement Category	CIP No.	Project Description	CIP Schedule and Project Cost Summary			Project Cost	Preliminary Cost % to Growth
			5-Year through 2021	10-year 2022-2026	20 year 2027-2036		
Distribution Mains	M-13 to 22	Spalding Industrial Area - Zone 2 expansion			\$3,181,000	\$3,181,000	100%
	M-45,46	Zone 3 Vine Street Loop - Highland to Hawthorne			\$996,000	\$996,000	52%
	M53 to M57	Zone 1 Spalding Industrial Area loop			\$1,362,000	\$1,362,000	100%

Source: Grants Pass Water Distribution System Master Plan, pg. 5-12 or Appendix E

3. Water Restoration Plant⁶

Recommended improvements for major liquid stream unit processes are summarized below:

- Raw Sewage Pump Station. The current pump station has sufficient capacity through 2035. No upgrades are needed.
- Screening System. The two existing screens and screenings handling system have adequate capacity for 2035 loadings. However, channel modifications are required to allow all flow to go through the headworks under Peak Hour Flow (PHF) conditions Primary Sedimentation Tanks. To operate effectively with 2035 flows, two additional primary sedimentation tanks of equivalent size to the two existing rectangular units are needed. To meet the Maximum Month Wet Weather Flow (MMWWF) capacity criterion, one new tank is required immediately, while the second will be needed by 2030.
- Grit Removal System. The existing grit removal system has adequate capacity for 2035 loadings. However, based on the condition assessment the system should be replaced as soon as feasible.
- Activated Sludge System. The activated sludge system is nearing current capacity during both the partial nitrification and winter secondary treatment seasons. Construction of two new aeration tanks with associated appurtenances is recommended. Additionally, the capacity of the existing secondary clarifiers is inadequate for current PHF loadings at the desired loading rate of 1250 gallon per

⁴ Ibid, p4

⁵ Ibid, p6

⁶ Grants Pass Water Restoration Plant Facilities Plan Update, June 2014, p8-9

day/square feet. A new 100-foot diameter clarifier is recommended to provide treatment capacity for the majority of the planning period.

- Ultraviolet (UV) Disinfection. Alternatives to upgrade the existing medium pressure UV system with a more energy efficient system with an estimated lower maintenance cost were investigated. Replacement of the equipment in either one or both UV channels is recommended. UV equipment in one channel was replaced in FY 2015/16. These upgrades may be eligible for energy efficiency grants from Energy Trust of Oregon. The recommended solid stream improvements are as follows:
 - Gravity Thickeners. Construction of one 25-ft diameter gravity thickeners with 17 foot walls and rehabilitating the existing gravity thickener is recommended. Two progressive cavity pumps for underflow pumping and scum pumps are also included in the upgrade. As the current gravity thickener is in poor condition, it is assumed the upgrades will be constructed immediately.
 - Waste Activated Sludge (WAS) Diversion Pipeline and Mixing Upgrades. The WAS diversion pipeline includes the installation of a pipeline to provide a thickened waste activated sludge (TWAS) bypass for the digester. This pipeline connects the Gravity Belt Thickeners (GBT) to the sludge holding tank. Mixer and basin upgrades are also recommended for the sludge holding tank and chlorine contact basin to allow sludge storage in the event of a catastrophic failure of the Belt Filter Press (BFP). The mixer and basin upgrades include replacing the existing sludge mechanism in the sludge holding tank with a mixer, as it is in poor condition, and removing the baffle walls and installing a mixer in the chlorine contact basin. The pipeline and basin upgrades are not necessary until year 2021.
- Seismic Upgrades. In addition to the liquid and solid stream processes the following seismic upgrades are recommended since several structures at the Water Restoration Plant (WRP) do not meet the Life Safety Level performance objectives as defined by American Society of Civil Engineers Standard 31 (ASCE 31-03). These upgrades include the following:
 - Operations Building: Adding straps, wall anchors, equipment anchorage, pipe bracing, roof collector element, anchor face brick, and replacing glass.
 - Digester Control Building: Upgrades in the digester control building include adding wall anchors, replacing glass, adding equipment anchorage, and pipe bracing.
 - Headworks Electrical Building: This project element includes replacing roofing, adding straps, adding wall anchors, equipment anchorage, bracing duct and pipes.
 - Plant Drain Pump Station: Adding equipment anchorage.
 - Oil Storage House: The task under this project will include adding anchorage and removing and infilling access door.
 - Gravity Thickener Sludge Pump Building: Replacing damaged plywood, complete nailing, and adding wall anchorage.

4. Water-Treatment Plant

Information from the Grants Pass Water-Treatment Plant Facility Plan Update⁷ adopted in February 2014, is detailed below:

The Water Treatment Plant (WTP), located at 821 Southeast “M” Street, was originally built in 1931 and has undergone several upgrades and expansions to serve a growing population and to meet more stringent treatment standards. Capacity upgrades were completed in 1950, 1961, and 1983. The plant’s current hydraulic capacity is approximately 20 million gallons a day (mgd).

Several structures at the WTP continue to show increasing signs of deterioration as many parts of the WTP have reached or exceeded their expected service life. The deterioration includes:

- Exposed rebar and concrete failure in sections of the clearwell.
- Spalling and cracking concrete in older primary process components of the WTP.
- Failure of submerged structural elements.

All of these elements are critical in supplying a reliable quantity and quality of drinking water to the citizens of Grants Pass.

A seismic and structural review of the Grants Pass WTP was completed in 2011 in response to the observed structural deteriorations. The review concluded that the WTP is at a high seismic risk and is susceptible to collapse in a strong earthquake.

In February 2013, the Oregon Resilience Plan (OR Plan) was completed, highlighting the real risk of a major Cascadia Subduction Zone earthquake with a magnitude of 9.0. One of the key recommendations of the OR Plan is the completion of comprehensive assessment and mitigation plans for critical water system infrastructure. For the City of Grants Pass, the WTP, as the City’s sole source of water supply with no emergency backup, is the most critical facility in the water system. The age and condition of the WTP, as described in the Grants Pass Water Treatment Plant Facility Plan Update, emphasizes how vulnerable this facility is to catastrophic damage in a major earthquake.

Given the condition of the present WTP facility, the recommendations of the Grants Pass Water-Treatment Plant Facility Plan Update are to build a new WTP.⁸

5. Storm Water

As detailed in the pending Grants Pass Stormwater Master Plan, being considered by the City Council, the following projects are identified in the Capital Improvement Plan:

⁷ Grants Pass Water Treatment Plant Facility Plan Update, January 2014, Executive Summary

⁸ Ibid, p ES4

- **Priority 1A Project G-1 5th Street, 6th Street.** ⁹The improvement needed is upsizing the pipes along 5th Street as shown below and upsizing the outfall on 6th Street to 18 inches.

South of G Street H Street 18-inch
 H Street South of J Street 24-inch
 South of J Street South of L Street 27-inch
 South of L Street M Street 30-inch
 M Street River 36-inch
- **Priority 1A Project G-6 Hilcrest Drive, 6th Street, 7th Street.** ¹⁰The improvement needed is upsizing and regrading the line along Hilcrest from 6th Street to Hawthorne Ave, upsizing and regrading the 6th Street crossing to 42-inch, upsizing and regrading the line north along 7th Street to 27-inch, upsizing the segment just downstream of the ‘Y’ on 7th Street to 21-inch, and adjusting the pond outfall behind the trailer park by adding an additional 24-inch outlet pipe.
- **Priority 1B Project SJ-1 F Street.** ¹¹This improvement needed consists of upsizing the two pipe segments behind Walmart along F Street to 33-inch and regrading. The next segment downstream should be replaced with a smooth pipe and regraded. The remaining pipes up to Beacon Drive should be upsized to 42-inch and regraded. Continuing south on Beacon, the next segment should be upsized to 42-inch, and the next segment should be regraded to match other proposed improvements. The line continuing west beside the railroad tracks should be converted to an overflow pipe, with a new diversion structure that will send the majority of the flows south through other proposed improvements. Another portion of this improvement is a new flow division structure and 24-inch spill pipe along Agness Avenue from F Street to the existing line. A new 24-inch overflow pipe should be installed on the eastern end of F, connecting the end of the upstream end of the line to the creek.
- **Priority 1B Project SJ-8- Spill Northwest of I-5 and Hilcrest Drive to 7th Street.** ¹²

This improvement needed consists of surveying the spill northwest of I-5 and Hilcrest Drive all the way to Hilcrest Drive. During field investigations the spill was completely inundated with blackberries, so it could not be accessed, so the best available records were used to determine what was there. After a survey, the model should be reassessed to determine what, if any, changes would improve spill. The pipe downstream crossing Hilcrest Drive should be upsized to a 21-inch pipe and regraded. The next segment down Hillcrest Drive to the west, should be upsized to 21-

⁹ Grants Pass Stormwater Master Plan, February 2016, P62

¹⁰ Ibid, p63

¹¹ Ibid, p67

¹² Ibid, p68

inch, followed by two segments continuing west, then North, should be upsized to 27-inch.

6. Sewer

The Grants Pass Industrial Area is located entirely within the Grants Pass Interceptor Sewer Basin. As described in the pending City of Grants Pass Wastewater Collection Master Plan, that is being considered by the City Council. The following projects indicate deficiencies in the URA:

- **5.5.2.14 Project 14 – NE 7th Street¹³**

Portions of the existing trunk sewer that runs along NE 7th Street, south of A Street, are capacity deficient which results in surcharging above the planning criteria during build-out Peak Wet Weather Flow (PWWF). This deficiency is a Long-Term period issue that should be address when development occurs upstream and the flows are augmenting.

Project 14 consists of replacing the existing 1,531 feet of 12-inch with an 18-inch pipeline along NE 7th Street between NE F Street and NE A Street. For the improvements located along NE 7th Street between NE A Street and the train tracks, the d/D (pipe diameter) criteria for the 18-inch improvement is exceeded in some locations. This is mainly due to the existing low pipe slopes in these areas. During design of the improvements, it will be important to maximize pipe slopes in this area to minimize d/D values.

- **5.4.1.3.1. Spalding Area¹⁴**

This area is located in the east of the City's conveyance system, just north of the Rogue River. Carollo, the consulting engineer on the City of Grants Pass Wastewater Collection Master Plan, completed a technical memorandum in 2015 to provide an opinion of the capital cost to provide wastewater service to the Spalding industrial area. This analysis confirmed that a pump station located approximately west of Jones Creek on the eastern edge of the Urban Growth Boundary (UGB) and a force main are needed to convey flows from the Spalding industrial area to the existing sewer in Portola Drive. Appendix G to the Grants Pass Wastewater Collection System Master Plan is a technical memorandum detailing the analysis performed by Carollo in 2015 for the Spalding Area.

Due to the expected partial development of this area in the short-term planning period (2025), the proposed pump station will need to be constructed before 2025 when the area is scheduled to start developing. However, the infrastructure will be sized to handle projected build-out 2035 PWWFs. High-level planning analysis revealed that the estimated build-out. Average Dry Weather Flow (ADWF) is 55 gallon per minute (gpm), while the projected PWWF is 110 gpm under build-out conditions.

¹³ Grants Pass Wastewater Collection System Master Plan, p5-26

¹⁴ Ibid, p5-8

- **5.4.1.3.1. South Highway¹⁵**

This growth area is located south of the Redwood Highway. Most of the area is planned to connect to the sewer pipe located along Willow Lane. Eight-inch gravity pipes are recommended to collect flows in this area. This improvement will trigger required capacity upgrades to the Darneille pump station (4.2.6.5 below)

- **5.4.1.3.1. North I-5¹⁶**

The growth area located north of I-5 is challenging to connect to the existing system for several reasons:

1. Growth occurs on the other side of the highway from where the existing piping system is located.

2. Topology in the area varies significantly. Highway crossings and a new pump station are recommended to connect these areas to the existing collection system. Figure 5.5 illustrates the proposed infrastructures. Due to the cost and complexity of crossing I-5, it is recommended that a large diameter crossing be constructed to tie into the existing system.

Three crossings are proposed in order to route all the flow from these to the existing system:

- At the intersection of Highland Avenue with I-5,
- Across I-5 at the latitude of Cherokee Ln dead-end, and
- At the intersection of Heidi Lane with I-5.

A typical Jack and Bore is the recommended technology to cross I-5. Jack and Bore is a trenchless method of horizontal boring construction. Pipe ramming can also be considered, but is not recommended due to potential impacts of vibration on the highway during construction.

A new pump station is necessary to capture flows coming from the north-west, as the slope gradient in this area is towards the west, and the flow needs to be routed to the east to the existing system. High-level planning analysis was performed to size both pump station and force main. The new pump station and force main will need to be able to handle projected build-out flows from this area. Build-out ADWF for the area is estimated at 35 gpm, while the projected PWWF is 95 gpm.

- **5.4.1.4 Short-Term Planning Period (Year 2025)¹⁷**

The 2025 system analysis was performed in a similar manner to the existing system analysis.

The Short-Term scenario evaluated whether or not the sewers are adequately sized to convey the 2025 PWWFs. The additional projected flows from the future 2025 development intensify the capacity issue, exacerbating the existing deficiency. The additional pockets of deficiencies are located in basins A, V, F, H, T; and J.

Deficiencies observed in Basin A are mostly due to the fact that the Webster No. 1 Pump

¹⁵ Ibid, p5-8

¹⁶ Ibid, p5-11

¹⁷ Ibid, p5-11

Station becomes capacity deficient and the flow that this pump station cannot handle backs up in the system upstream causing the Hydraulic Grade Line (HGL) to raise above the recommended criteria. The additional deficiencies located in Basin J are mainly due to the connection of part of the Spalding industrial area to the existing collection system.

- **5.4.1.5 Long-Term Planning Period (Year 2035)¹⁸**

The 2035 system analysis was performed in a similar manner to the existing and 2025 system analyses. The purpose of the 2035 system evaluation is to verify that the existing system improvements were appropriately sized to convey build out PWWFs, and to identify the locations of sewers that are adequately sized to convey existing PWWFs, but cannot convey build out PWWFs. It is to be noted that it is assumed that the study area will be completely build-out in 2035. At build out, the City's wastewater flows are expected to almost double compared to existing conditions. As such, there are some areas of the existing collection system that cannot convey the build out PWWF without flows backing up above allowable levels. The observed additional deficiencies in 2035 are located in the same basins as the existing and 2025 deficient spots. The deficiencies worsen due to additional flows in the system and the connection of all growth areas in the upstream of the collection system. No new area is flagged under build-out conditions.

Pipe Replacement recommendations¹⁹:

- **Project 3 – NW Midland Avenue** – Along Midland Avenue between NW 6th Street and NW Washington Boulevard (portions in URA).

5.5.2.3 Project 3 – NW Midland Avenue

The existing interceptors that run along NE 7th Street and NE 6th Street shows surcharging above the performance criteria and lacks the hydraulic capacity to convey modeled peak flows. Field observations collected by City maintenance staff showed that the existing sewers on NE 6th Street and NE 7th Street surcharge in the manholes during high flows, which confirms the results obtained using hydraulic modeling.

- **Project 4 – NE A Street** – Along NE A Street between NE 7th Street and NE 7^{9h} Street (portions in URA).

5.5.2.4 Project 4 – NE A Street

The existing trunk sewer that runs along NE A Street, between NE 7th Street and NE 9th Street, is flagged as capacity deficient in the hydraulic model starting under existing conditions, which results in surcharging above the planning criteria during PWWF.

Project 4 consists of replacing approximately 844 feet of existing 12-inch pipe with a new 18-inch pipeline. Resolving the surcharging issue in this segment along NE A Street removes the flow bottlenecking issue in this trunk, resulting in higher peak flows through the NE 7th Street interceptor. Therefore, it will be strategic to coordinate construction of the NE A Street

¹⁸ Ibid, p5-13

¹⁹ Ibid, p5-21

improvements with the NE 7th Street interceptor improvements (see Project 14 – NE 7th Street) to ensure sufficient downstream capacity in the system to convey design peak flows.

- **Project 14 – NE 7th Street** – Along NE 7 Street between NE A Street and NW F Street.

5.5.2.14 Project 14 – NE 7th Street

Portions of the existing trunk sewer that runs along NE 7th Street, south of A Street, are capacity deficient which results in surcharging above the planning criteria during build-out PWWF. This deficiency is a Long-Term period issue that should be address when development occurs upstream and the flows are augmenting.

Project 14 consists of replacing the existing 1,531 feet of 12-inch with an 18-inch pipeline along NE 7th Street between NE F Street and NE A Street.

For the improvements located along NE 7th Street between NE A Street and the train tracks, the d/D criteria for the 18-inch improvement is exceeded in some locations. This is mainly due to the existing low pipe slopes in these areas. During design of the improvements, it will be important to maximize pipe slopes in this area to minimize d/D values.

- **Project 17 – NW Morgan Lane** – Along Morgan Lane between NW 6th Street and NW Washington Boulevard. (portions in URA)

5.5.2.17 Project 17 – NW Morgan Lane

Flows from part of the North I-5 area (wastewater basin GG on Figure 4.2) is planned to be connected to the NE 6th Street trunk, significantly increasing future flows in this collector. Project 17 consists of constructing 208-feet of new 8-inch sewer between manholes G113 and G58. This improvement is located along NW Morgan Lane. This project consists of creating a new diversion from NE 6th Street to NW Washington Boulevard to relieve both NE 6th Street and NE 7th Street, and free capacity in the NE 6th Street sewer trunk.

- **4.2.6.5 Darneille Pump Station²⁰**

The Darneille Pump Station is the largest of the City's pump stations. It receives flows from the southwest portion of the City as well as some areas outside the UGB, within the county abutting the service line. The total existing capacity of this pump station is 4,380 gpm (6.3 mgd) and the firm capacity is 2,920 gpm (4.2 mgd). The station is a wet pit/dry pit type station with above-grade electrical panels, generator, and chemical feed system (similar to the Redwood Pump Station). Darneille has adequate capacity to convey both the inflow to Darneille and the inflow from the Redwood force main. However, when flows exceed the Darneille pumping capacity and the upstream diversion is used, the operation of the pump stations essentially creates a circular pumping pattern from Redwood, to the diversion upstream of the Darneille wet well, and back to the Redwood Pump Station. This circular pumping scenario employs the available storage in the 24-inch interceptor, which has a limited volume. When the interceptor volume is consumed, capacity-related Sanitary Sewer Overflows (SSOs) frequently occur at the Redwood Pump Station.

²⁰ Ibid, p4-12

7. Parks and Open Space

The URA contains Riverside Park, portions of the West Park Street Trail, the Fairgrounds and the Skate Park within its boundaries. The Capital Improvement project listed in the Grants Pass Comprehensive Park and Recreation Master Plan is:

Riverside Park: Add sport court, develop pedestrian/bicycle entry at 6th Street, Move disc golf, improve restrooms.

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C. Social Conditions

Social conditions are summarized with data from the US Census Bureau. The geographies used by the Census Bureau to summarize data do not strictly conform to the boundary of the URA. Therefore, the Census Bureau geographies that most closely align with the Urban Renewal Area boundary are used. Within the URA, there are 142 tax lots shown as residential use. According to the US Census Bureau, ACS 2009-2013, this area is part of Census Tract 3605, 3606, 3607.01, 3606.02, and 3611 and includes blocks 1, 2, 3, 4, and 5. In these blocks, there were 8,951 residents. In these census blocks, 87% of the residents are white.

Table 5 – Race in the URA

Race	Number	Percent
White Alone	7,746	87%
Black or African American Alone	43	0%
American Indian and Alaska Native Alone	369	4%
Asian Alone	15	0%
Native Hawaiian and Other Pacific Islander Alone	8	0%
Some Other Race Alone	443	5%
Two or More races	327	4%
Total	8,951	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The largest percentage of residents is between 35-44 years of age (12%), with 83% under 65 years of age.

Table 6 – Age in the URA

Age	Number	Percent
Under 5 Years	834	9%
5 to 9 Years	657	7%
10 to 14 Years	760	8%
15 to 17 Years	348	4%
18 to 24 Years	931	10%
25 to 34 Years	1,006	11%
35 to 44 Years	1,032	12%
45 to 54 Years	971	11%
55 to 64 Years	949	11%
65 to 74 Years	790	9%
75 to 84 Years	317	4%
85 Years and over	356	4%
Total	8,951	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

14% of residents have earned a bachelor's degree or higher, another 42% have some college education without a degree, and 90% of the residents have graduated from high school.

Table 7 – Educational Attainment in the URA

Educational Attainment	Number	Percent
Less Than High School	566	10%
High School Graduate (includes equivalency)	1,820	34%
Some college	2,276	42%
Bachelor's degree	561	10%
Master's degree	156	3%
Professional school degree	29	1%
Doctorate degree	13	0%
Total	5,421	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The majority of residents (73 percent) travel less than 19 minutes to work, including those who worked at home.

Table 8 – Travel Time to Work in the URA

Travel Time to Work	Number	Percent
Less than 10 minutes	1,022	35%
10 to 19 minutes	1,109	38%
20 to 29 minutes	152	5%
30 to 39 minutes	352	12%
40 to 59 minutes	87	3%
60 to 89 minutes	77	3%
90 or More minutes	37	1%
Worked at home	68	2%
Total	2,904	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The majority of residents (85 percent) drove alone to work.

Table 9 – Mode of Transportation to Work in the URA

Means of Transportation to Work	Number	Percent
Drove Alone	2,465	85%
Carpooled	166	6%
Public transportation (Includes Taxicab)	43	1%
Motorcycle	0	0%
Bicycle	3	0%
Walked	103	4%
Other means	56	2%
Worked at home	68	2%
Total	2,904	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

D. Economic Conditions

1. Taxable Value of Property within the URA

The estimated total assessed value of the URA from the FY 2015/16 Josephine County tax rolls, including all real, personal, personal manufactured, and utility properties, is estimated to be \$505,646,097.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 4 below shows the improvement to land ratios for properties within Grants Pass. Exempt properties account for 4% of the total, 23% have no improvements at all. The majority of parcels in the URA (52% of the acreage) has I:L ratios of less than 1.0. In other words, the improvements on these properties are worth less than the land they sit on. ECONorthwest identifies a target I:L ratio of 2-3.0:1 for properties in this URA. Commercial properties would be in the 3:1 range while industrial properties may be in the 2:1 range. Only 182 parcels in the area, including 20% of the acreage have I:L ratios of 3.0 or more in FY 2015-16.

Table 10 – I:L Ratio of Parcels in the URA

Improvement/Land Ratio	Parcels	Acres	Percent of Acres
Exempt	12	46.11	3.82%
No Improvement Value	234	276.06	22.86%
0.01-0.50	293	226.45	18.75%
0.51-1.00	175	127.42	10.55%
1.01-1.50	128	123.42	10.22%
1.51-2.00	99	78.14	6.47%
2.01-2.50	79	69.32	5.74%
2.51-3.00	43	20.42	1.69%
3.01-4.00	76	74.58	6.17%
> 4.00	106	165.87	13.73%
Total	1245	1207.79	100.00%

Source: Information from Grants Pass GIS

Calculated by ECONorthwest with source data from Josephine County Office of Assessment and Taxation

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the URA (affected taxing districts) is described in Section IX Impact of Tax Increment Financing of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of urban renewal are utility and transportation projects and projects to help encourage development in the URA. Future development is constrained until these facilities are upgraded. The use of urban renewal funding for these projects allows the City to match other funding sources to actually construct the improvements. It also allows the City to tap a different funding source besides the City of Grants Pass's general fund, and the City's system development charges (SDC) to make these improvements.

It is anticipated that these improvements will catalyze development on the undeveloped and underdeveloped parcels. This development would not occur if the infrastructure is not upgraded. This development will require city services. However, since the property is within the city limits, the city has anticipated the need to provide infrastructure to the URA. As the development will be new construction or redevelopment, it will be up to current building code and will aid in any fire protection needs. An upgraded transportation system will also assist in fire prevention to the URA.

The financial impacts from tax increment collections will be countered by providing future jobs to the Grants Pass area and, in the future, placing property back on the property tax rolls with future increased tax bases for all taxing jurisdictions.

III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the URA is to provide the ability to fund improvements necessary to cure blight within the URA.

IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The projects identified for the URA are described below, including how they relate to the existing conditions in the URA.

A. Projects

1. Sewer Plant

This project would support the \$20,000,000 water restoration plant expansion. This project benefits the entire city with only 18% of the city acreage being included in the URA. The maximum amount of urban renewal resources that could be directed to this project would be 18% of the project cost.

Existing Conditions:

The following upgrades are needed in the water restoration plant: raw sewage pump station, screening system, grit removal system, activated sludge system, ultraviolet disinfection, gravity thickeners, waste activated sludge diversion pipeline and mixing upgrades, and seismic upgrades.

2. Water Plant

This project would support the \$56 million project of replacing the water treatment plant. Only 18% of the benefiting properties are located within the URA so the maximum amount of urban renewal resources that could be directed to this project would be that percentage of the total cost.

Existing Conditions:

There is deterioration in the water treatment plant (WTP) including exposed rebar and concrete failure in sections of the clearwell, spalling and cracking concrete in older primary process components of the WTP, and failure of submerged structural elements. The WTP is also at high seismic risk and is susceptible to collapse in a strong earthquake.

3. North end improvements

Water, sewer, and transportation improvements are needed in the NW Industrial area prior to further development in the area. The estimated costs identified in the various capital improvement plans total \$16 million dollars. Proposed agency participation at 25% could open this industrial area for development and expansion.

Existing Conditions:

There are deficiencies in the infrastructure to serve this area. Specifically water, sewer, and transportation improvements are needed prior to further development.

4. Water, Sewer, Transportation (SE Industrial)

The area around the Spalding Industrial Park needs infrastructure to adequately function as an industrial area. On the east side of Jones Creek, the topology will require a sewer lift station in order to provide sewer services. Water fire flow requirements will require a new reservoir and a booster station. Development costs for Sewer (\$8.2 million), Water (\$8.3 million) and Transportation (\$3.5 million) will exceed \$19 million. Assistance from the urban renewal agency or another source will be required to make development of this area feasible. Proposed agency participation at 25% could open this industrial area for development and expansion.

Existing Conditions:

There are deficiencies in the infrastructure to serve the Spalding Industrial Area. A new lift station is required as well as new reservoir and booster station. The transportation system will also need to be upgraded to allow for full development.

5. North 6th and 7th Street corridor

The north entry way to the City comes down 6th and 7th streets. Visitor's first impressions of Grants Pass are made as they come into the City through this area. There is a need for façade improvements, landscaping, and improvements that would visually enhance this corridor and add to the appeal of downtown and the City.

Existing Conditions:

There are buildings along this corridor that are in disrepair or could benefit from façade improvements. There are also needs for landscaping improvements to make the corridor more visually appealing for visitors to Grants Pass. There is no existing funding source to assist in these improvements.

6. Blighted building removal and/or replacement

There are several blighted buildings (South Y area and F St. & 9th) that are prime real estate opportunities being underutilized. The removal and restructuring of some key development areas would attract new investment in the community. Incentives could influence the property owner's future development.

Existing Conditions:

There are several blighted buildings (South Y area and F St. & 9th) that are prime real estate opportunities being underutilized. There is no existing funding source to assist in these improvements.

7. Southern section of NW industrial area

Water, sewer, and transportation improvements are needed in the southerly end of this industrial area prior to further development. The estimated costs identified in the various capital improvement plans total \$13 million dollars. Proposed agency participation at 25% could open this industrial area for development and expansion.

Existing Conditions:

There are parcels in this area that are undeveloped or underdeveloped and require infrastructure improvements to allow for further development.

8. Infrastructure - Vine Street - water, sewer, transportation

Water, sewer, and transportation improvements are needed in the Vine Street area in order to support further development. The estimated costs identified in the various capital improvement plans total \$2.3 million dollars. Proposed agency participation at 25% could open this industrial area for development and expansion.

Existing Conditions:

There are deficiencies in the infrastructure to serve the Vine Street area. The water, sewer, and transportation system will need to be upgraded to allow for full development of the area.

9. Building Rehabilitation Program

This project would focus on rehabilitating unsightly or uninhabitable buildings. The program could be set up as a low or no-interest loan program, or it could include grant elements. The purpose would be to encourage private investments improving façade and storefronts, interior building improvements, and perhaps the associated public infrastructure and access spaces connected to the buildings.

Existing Conditions:

There are buildings in need of upgrading throughout the URA. There is presently no funding source for these improvements.

10. Business Incubator/Maker's Space

This project would support a business incubator where small businesses could have access to resources that would assist them in developing their business plan. The incubator would serve as a catalyst for starting new businesses. Partnering with the local schools, the community college and the Small Business Development Center (SBDC) would likely improve business successes.

Existing Conditions:

Grants Pass does not have a business incubator/Maker's Space to help facilitate the growth of new businesses.

11. Convention Center

This project could explore a partnership with a developer or major hotel chain to locate a convention center in Grants Pass.

Existing Conditions:

There is no Convention Center in Grants Pass.

12. Town Center Plaza

This has been identified as an area that needs improvement. Though there are some successful retail outlets in the plaza, the potential exceeds what is currently there. Retail construction costs are estimated at \$140/per square foot. Incentives provided by the agency could influence the property owner's future development of this site.

Existing Conditions:

The buildings and surrounding parking are not consistent in quality with the balance of the historical district. The area needs additional resources to help facilitate redevelopment.

13. Riverside Park

This would add amenities to Riverside Park. It could include an amphitheater, stage area, restrooms, spray park, meeting space and other features that could improve the park, benefiting citizens and attracting more visitors to the park and Grants Pass.

Existing Conditions:

The Parks Master Plan has identified specific projects in their Capital Improvement Plan. There are desires for uses at the park that could be addressed by having an additional funding source for adding new amenities. There is a need for additional restrooms at Riverside Park. It is the prime location for events in Grants Pass and needs to be able to accommodate a large number of visitors. There are presently 8 male and 10 female bathrooms and the need for additional facilities has been identified in the Parks master plan. There isn't a facility like a Splash Park anywhere in Grants Pass and Riverside park would be an excellent location for this kind of facility.

14. Underdeveloped land

There are properties included within the URA that are being underutilized. Higher and better uses, including business park use, lodging, commercial uses and/or uses consistent with current zoning would benefit the City, its residents and its visitors. The agency could participate in planning, development, and installing of public infrastructure to improve these areas. Priority properties would be along 6th Street, Redwood Highway, and along the riverfront.

Existing Conditions:

There are properties included within the URA that are being underutilized. The I:L chart in this document indicates that 73% of the properties do not meet the threshold for a healthy development of the area.

15. Study Streetscape/Streetscape Implementation

Aesthetic improvements to the streetscape in the Southeast Industrial Area.

Existing Conditions:

There are no streetscape improvements in the Southeast Industrial Area. These improvements can improve the image of the area and of the City.

B. Debt Service and Administration

This project will allow for the repayment of costs associated with the implementation of the Grants Pass Urban Renewal Plan. It also includes ongoing administration and any financing costs associated with issuing long- and short-term debt, relocation costs and other administrative costs.

Existing Conditions:

As there is currently no urban renewal program, therefore these needs do not exist.

V. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The costs of the projects are shown in Table 11. The sources of funds in the project costs column are a combination of tax increment funds and other funds. There will be other funding sources sought to leverage urban renewal funds. These sources include City of Grants Pass general funds, system development funds, state funding, or other sources of funding the City may identify, including private developer contributions.

The allocations are the best estimates of expenditures at the time of preparation of the urban renewal plan. The Agency will be able to review and update the allocations on an annual basis when they prepare the annual budget. Nominal dollars are year of expenditure dollars, adjusted by 3% annually to account for inflation.

Funding for the Sewer Plant and Water Plant are shown as allocations to debt service on Table 15. These projects may be started earlier than there is funding through urban renewal, but urban renewal may pick up their share of the project funding by contributing to debt service in the future.

Table 11 – Projects to be Completed Using Urban Renewal Area Funds

Projects	Project Costs	
	2016 Dollars	Nominal Dollars
Sewer Plant Loan	shown in debt service 18% of cost	
Water Plant Loan	shown in debt service 18% of cost	
Water, Sewer, Transportation (SE Industrial)	\$5,000,000	\$5,304,500
Infrastructure - Vine Street - water, sewer, transportation	\$575,000	\$610,000
Building Rehab Program	\$2,000,000	\$2,244,700
North 6th and 7th Street Corridor	\$4,000,000	\$4,776,400
North end improvements	\$4,000,000	\$5,219,200
Southern end of NW Industrial Area	\$3,250,000	\$4,240,600
Blighted building removal and/or replacement	\$250,000	\$465,100
Business Incubator / Maker's Space	\$3,150,000	\$5,859,900
Riverside Park: bathrooms, splash park and other amenities	\$1,700,000	\$3,162,500
Town Center Plaza	\$1,000,000	\$1,860,300
Underdeveloped land	\$6,000,000	\$11,161,800
Streetscape Study/Implementation: SE Industrial Area	\$150,000	\$279,000
Convention Center	\$18,000,000	\$37,688,400
URA Administration	\$1,421,584	\$2,401,260
Finance Fees	\$483,095	\$731,000
Total	\$50,979,679	\$86,004,660

Source: City of Grants Pass, ECONorthwest forecasts

VI. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of infrastructure projects will be based on the availability of funding and the specific infrastructure needs from proposed new development. The projects will be ongoing and will be completed as directed by the Agency.

Projected project dates are in Table 12. The Agency may change the completion dates in their annual budgeting process or as project decisions are made in administering the urban renewal plan. The first year of tax increment collections is FY 2017/18. The final year of tax increment collections is anticipated to be FYE 2047.

Table 12 – Projects and Costs in Year of Expenditure Dollars

PROJECT FUND	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Resources										
Beginning Fund Balance	\$0	\$211,650	\$172,606	\$15,842	\$48,333	\$298,562	\$934,371	\$1,802,497	\$0	\$0
Pay-as-you-Go (Transfer from TIF Fund)	\$305,050	\$276,798	\$450,173	\$658,512	\$472,687	\$695,816	\$926,754	\$583,190	\$67,200	\$69,200
Bond/Loan Proceeds	\$6,500,000	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$7,260,301	\$0	\$0
Interest Earnings	\$0	\$1,058	\$863	\$79	\$242	\$1,493	\$4,672	\$9,012	\$0	\$0
Total Resources	\$6,805,050	\$489,506	\$623,642	\$674,433	\$5,521,262	\$995,871	\$1,865,797	\$9,655,000	\$67,200	\$69,200
Expenditures (nominal \$)										
Water, Sewer, Transportation (SE Industrial)										
Infrastructure: Vine Street: water, sewer, transpo										
Building Rehab Program										
North 6th and 7th Street Corridor										
North End Improvements										
Southern Section of NW Industrial Area										
Blighted Building Removal and/or Replacement										
Business Incubator / Maker's Space										
Riverside Park										
Town Center Plaza										
Underdeveloped Land										
Streetscape Study/Implementation										
Convention Center										
A dimin										
Finance Fees										
Total Expenditures	-\$6,593,400	-\$316,900	-\$607,800	-\$626,100	-\$5,222,700	-\$61,500	-\$63,300	-\$9,655,000	-\$67,200	-\$69,200
Ending Fund Balance	\$211,650	\$172,606	\$15,842	\$48,333	\$298,562	\$934,371	\$1,802,497	\$0	\$0	\$0

Source: ECONorthwest

Table 12 – Projects and Costs in Year of Expenditure Dollars, page 2

PROJECT FUND	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
Resources											
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,840
Pay-as-you-Go (Transfer from TIF Fund)	\$71,300	\$73,400	\$75,600	\$77,900	\$80,200	\$82,600	\$85,100	\$87,700	\$90,300	\$3,238,440	\$2,976,521
Bond/Loan Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,850,000	
Interest Earnings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104
Total Resources	\$71,300	\$73,400	\$75,600	\$77,900	\$80,200	\$82,600	\$85,100	\$87,700	\$90,300	\$23,088,440	\$2,997,465
Expenditures (nominal \$)											
Water, Sewer, Transportation (SE Industrial)											
Infrastructure: Vine Street: water, sewer, transpo											
Building Rehab Program											
North 6th and 7th Street Corridor											
North End Improvements											
Southern Section of NW Industrial Area											
Blighted Building Removal and/or Replacement											
Business Incubator / Maker's Space											
Riverside Park											
Town Center Plaza											
Underdeveloped Land											
Streetscape Study/Implementation											
Convention Center											
Admin											
Finance Fees											
Total Expenditures	-\$71,300	-\$73,400	-\$75,600	-\$77,900	-\$80,200	-\$82,600	-\$85,100	-\$87,700	-\$90,300	-\$93,000	-\$95,800
Ending Fund Balance	\$0	\$20,840	\$2,901,665								

Source: ECONorthwest

Table 12 – Projects and Costs in Year of Expenditure Dollars, page 3

<i>PROJECT FUND</i>	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
Resources									
Beginning Fund Balance	\$2,901,665	\$6,702,472	\$10,919,827	\$100	\$101	\$102	\$103	\$104	\$105
Pay-as-you-Go (Transfer from TIF Fund)	\$3,884,999	\$4,285,443	\$2,727,774	\$97,000	\$100,000	\$103,000	\$106,000	\$109,200	\$116,460
Bond/Loan Proceeds	\$0	\$0	\$24,300,000	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$14,508	\$33,512	\$54,599	\$1	\$1	\$1	\$1	\$1	\$1
Total Resources	\$6,801,172	\$11,021,427	\$38,002,200	\$97,101	\$100,102	\$103,103	\$106,104	\$109,305	\$116,566
Expenditures (nominal \$)									
Water, Sewer, Transportation (SE Industrial)									
Infrastructure: Vine Street: water, sewer, transp									
Building Rehab Program									
North 6th and 7th Street Corridor									
North End Improvements									
Southern Section of NW Industrial Area									
Blighted Building Removal and/or Replacement									
Business Incubator / Maker's Space									
Riverside Park									
Town Center Plaza									
Underdeveloped Land									
Streetscape Study/Implementation									
Convention Center									
Admin	-\$98,700	-\$101,600	-\$37,688,400	-\$97,000	-\$100,000	-\$103,000	-\$106,000	-\$109,200	-\$116,460
Finance Fees			-\$209,000						
Total Expenditures	-\$98,700	-\$101,600	-\$38,002,100	-\$97,000	-\$100,000	-\$103,000	-\$106,000	-\$109,200	-\$116,460
Ending Fund Balance	\$6,702,472	\$10,919,827	\$100	\$101	\$102	\$103	\$104	\$105	\$106

Source: ECONorthwest

VII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 15 shows the tax increment revenues, interest earnings, and their allocation to loan repayments, reimbursements, and debt service.

It is anticipated that all debt will be retired by FYE 2048 (any outstanding bonds will be defeased). The maximum indebtedness is \$105,000,000 (one hundred and five million dollars).

The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$105 million is \$137,207,115 and includes both tax increment revenues from permanent rate levies and division of tax revenues from the general obligation bond of the Three Rivers School District as explained in Section IX.

The interest rate for the loans and bonds are estimated at 5% with varying terms. Some loans are assumed to have a period of interest only payments. Some loans are assumed to have a period of up to three years for funds to be drawn down. With few exceptions, the assumed financing plan maintains a debt service coverage ratio of at least 1.25 x total annual debt service payments.

The time frame of urban renewal is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If the economy is slower, it may take longer; if the economy is more robust than the projections, it may take a shorter time period. The Agency may decide to issue bonds or take on loans on a different schedule, and that will alter the financing assumptions. These assumptions show one scenario for financing and this scenario is financially feasible.

All property within the boundary options is located within tax code areas 01, 03, and 05, and therefore have somewhat different tax rates. Tax rate information was obtained from Josephine County Assessor. Details of the applicable tax rate are shown below in Exhibit 13. Some of these taxing districts also have rates for general obligation (GO) bonds. The majority of these bonds were approved after 2001, and Oregon statutes preclude new URAs from including GO bond rates for all bonds approved after 2001. The Three Rivers School District in Tax code Area 05, representing one quarter of one percent of the total assessed value of property within the proposed Area, has one bond that will expire in FYE 2021. More information on the impacts on bonds is found in Section IX.

Table 13 – Applicable Tax Rates, FY 2016/17

Taxing District	Rate
Josephine County	0.5867
City of Grants Pass	4.1335
4H Extension	0.0459
Grants Pass School District	4.5248
Rogue Community College	0.5128
Southern Oregon Education Service District	0.3524
Total	10.1561
Three Rivers School District	4.2677

Note: Some of the properties are in the three Rivers School District, which has a different property tax rate.

Calculating tax increment revenue is done by forecasting assessed value, based on assumed assessed value growth as described in Step 4, and then subtracting the initial assessed value (the frozen base) to determine the “excess value”. Excess value is any assessed value above the frozen base. This excess value is multiplied by the applicable tax rate to determine the total amount of tax increment revenue. The “exception value” shown in Table 14 is that value that is new development or substantial rehabilitation that is above and beyond the 3% limitation. These are the estimates of building permits issued in the URA that have not yet gone on the property tax rolls. The real market value of these increased values was adjusted by the Josephine County Assessor’ Change Property Ratio (CPR) for the different types of uses, industrial and commercial. Permit values are estimates and the assessor will determine the exact assessed values.

Table 14 - Permit Estimates of Exception Value

Permits	Commercial	Industrial	Total
2013	\$500,000		\$500,000
2014	\$844,690		\$844,690
2015	\$38,727,168	\$1,436,281	\$40,163,449
Total	\$40,071,858	\$1,436,281	\$41,508,139

Source: City of Grants Pass

Table 15 – Tax Increment Revenues and Allocations to Debt Service

TIF DEBT SERVICE FUND											
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
Resources											
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TIF for URA	\$630,050	\$798,375	\$971,750	\$1,180,089	\$1,395,477	\$1,618,606	\$1,849,544	\$2,088,565	\$2,335,952	\$2,591,996	
Total Resources	\$630,050	\$798,375	\$971,750	\$1,180,089	\$1,395,477	\$1,618,606	\$1,849,544	\$2,088,565	\$2,335,952	\$2,591,996	
Expenditures											
<i>Debt Service</i>											
<i>New Loan FYE 2018</i>											
<i>New Loan FYE 2022</i>											
<i>New Loan FYE 2025</i>											
<i>Sewer Plant Loan, FYE 2017</i>											
<i>Water Plant Loan, FYE 2020</i>											
<i>New Loan FYE 2037</i>											
<i>New Loan FYE 2041</i>											
<i>Etc</i>											
Total Debt Service	-\$325,000	-\$521,577	-\$521,577	-\$521,577	-\$922,790	-\$922,790	-\$922,790	-\$1,505,375	-\$2,268,752	-\$2,522,796	
<i>Coverage Ratio</i>	1.94	1.53	1.86	2.26	1.51	1.75	2.00	1.39	1.03	1.03	
Transfer to Project Fund											
Early Repayment of Principal											
Total Expenditures	-\$630,050	-\$798,375	-\$971,750	-\$1,180,089	-\$1,395,477	-\$1,618,606	-\$1,849,544	-\$2,088,565	-\$2,335,952	-\$2,591,996	
Ending Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Source: ECONorthwest

Table 15 – Tax Increment Revenues and Allocations to Debt Service, page 2

	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
TIF DEBT SERVICE FUND											
Resources											
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$635,737	\$0
TIF for URA	\$2,857,003	\$3,131,285	\$3,415,168	\$3,708,984	\$4,013,085	\$4,327,830	\$4,653,590	\$4,990,753	\$5,339,716	\$5,700,893	\$6,074,711
Total Resources	\$2,857,003	\$3,131,285	\$3,415,168	\$3,708,984	\$4,013,085	\$4,327,830	\$4,653,590	\$4,990,753	\$5,339,716	\$6,336,630	\$6,074,711
Expenditures											
Debt Service											
<i>New Loan FYE 2018</i>	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577	-\$521,577
<i>New Loan FYE 2022</i>	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213	-\$401,213
<i>New Loan FYE 2025</i>	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585	-\$582,585
<i>Sewer Plant Loan, FYE 2017</i>	-\$1,280,328	-\$1,552,510	-\$726,364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Water Plant Loan, FYE 2020</i>	\$0	\$0	-\$1,107,829	-\$2,125,709	-\$2,427,510	-\$2,739,855	-\$3,063,115	-\$3,397,678	-\$3,108,304		
<i>New Loan FYE 2037</i>											-\$1,592,815
<i>New Loan FYE 2041</i>											
<i>Etc</i>											
Total Debt Service	-\$2,785,703	-\$3,057,885	-\$3,339,568	-\$3,631,084	-\$3,932,885	-\$4,245,230	-\$4,568,490	-\$4,903,053	-\$4,613,679	-\$3,098,190	-\$3,098,190
<i>Coverage Ratio</i>	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.16	1.84	1.96
Transfer to Project Fund	-\$71,300	-\$73,400	-\$75,600	-\$77,900	-\$80,200	-\$82,600	-\$85,100	-\$87,700	-\$90,300	-\$3,238,440	-\$2,976,521
Early Repayment of Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	-\$2,857,003	-\$3,131,285	-\$3,415,168	-\$3,708,984	-\$4,013,085	-\$4,327,830	-\$4,653,590	-\$4,990,753	-\$4,703,979	-\$6,336,630	-\$6,074,711
Ending Fund Balance	\$0										

Source: ECONorthwest

Table 15 – Tax Increment Revenues and Allocations to Debt Service, page 3

	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47
TIF DEBT SERVICE FUND									
Resources									
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF for URA	\$6,461,612	\$6,862,056	\$7,276,513	\$7,705,479	\$8,149,457	\$8,608,975	\$9,084,576	\$9,576,821	\$9,808,204
Total Resources	\$6,461,612	\$6,862,056	\$7,276,513	\$7,705,479	\$8,149,457	\$8,608,975	\$9,084,576	\$9,576,821	\$9,808,204
Expenditures									
Debt Service									
<i>New Loan FYE 2018</i>									
<i>New Loan FYE 2022</i>	-\$401,213	-\$401,213	-\$401,213	-\$582,585	-\$582,585	-\$582,585			
<i>New Loan FYE 2025</i>	-\$582,585	-\$582,585	-\$582,585						
<i>Sewer Plant Loan, FYE 2017</i>									
<i>Water Plant Loan, FYE 2020</i>									
<i>New Loan FYE 2037</i>	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815	-\$1,592,815
<i>New Loan FYE 2041</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Etc</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	-\$2,576,613	-\$2,576,613	-\$4,526,508	-\$4,125,295	-\$4,125,295	-\$4,125,295	-\$3,542,710	-\$3,542,710	-\$3,542,710
<i>Coverage Ratio</i>	2.51	2.66	1.61	1.87	1.98	2.09	2.56	2.70	2.77
Transfer to Project Fund	-\$3,884,999	-\$4,285,443	-\$2,727,774	-\$97,000	-\$100,000	-\$103,000	-\$106,000	-\$109,200	-\$116,460
Early Repayment of Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$29,637,931
Total Expenditures	-\$6,461,612	-\$6,862,056	-\$7,254,282	-\$4,222,295	-\$4,225,295	-\$4,228,295	-\$3,648,710	-\$3,651,910	-\$33,297,101
Ending Fund Balance	\$0	\$0	\$22,231	\$3,505,526	\$7,447,216	\$11,865,132	\$17,360,324	\$23,372,037	\$0

Source: ECONorthwest

VIII. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FY 2046/47, as shown above, are based on projections of the assessed value of development within the URA and the total tax rate that will apply in the URA. The assumptions include new development projects, as identified by the City of Grants Pass and minimum growth rates of existing assessed value at 3.5% starting in FYE 2021 for real property, personal property, utility property, and for manufactured property. There is substantial acreage in the URA that is undeveloped where the full future development value will add to the incremental assessed value of the URA.

Table 16 shows the projected incremental assessed value, projected tax rates that would produce tax increment revenues, and the annual tax increment revenues (adjusted for under-collection, penalties, and interest). These projections of increment are the basis for the projections in Tables 12 and 15. The first year of tax increment collections is FY 2017/2018. Gross TIF is calculated by multiplying the tax rate times the excess value. The tax rate is per thousand dollars of value, so the calculation is “tax rate times excess value divided by one thousand”. Adjustments are from undercollections and delinquencies. The tax rate includes permanent rates and the Three Rivers School District general obligation bond. In FYE 2022 the tax rate reduces, due to the expiration of the Three Rivers School District general obligation bond.

Table 16 – Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Assessed Value	Frozen Base	Excess Value	Tax Rate	Gross TIF	Adjustments	Net TIF	Cumulative TIF
2018	\$569,604,583	\$505,646,097	\$63,958,486	10.1556	\$649,536	\$19,486	\$630,050	\$630,050
2019	\$586,692,721	\$505,646,097	\$81,046,624	10.1555	\$823,067	\$24,692	\$798,375	\$1,428,425
2020	\$604,293,504	\$505,646,097	\$98,647,407	10.1554	\$1,001,804	\$30,054	\$971,750	\$2,400,175
2021	\$625,443,776	\$505,646,097	\$119,797,679	10.1553	\$1,216,586	\$36,497	\$1,180,089	\$3,580,264
2022	\$647,334,308	\$505,646,097	\$141,688,211	10.1535	\$1,438,637	\$43,160	\$1,395,477	\$4,975,741
2023	\$669,991,009	\$505,646,097	\$164,344,912	10.1534	\$1,668,666	\$50,060	\$1,618,606	\$6,594,347
2024	\$693,440,694	\$505,646,097	\$187,794,597	10.1534	\$1,906,747	\$57,203	\$1,849,544	\$8,443,891
2025	\$717,711,120	\$505,646,097	\$212,065,023	10.1533	\$2,153,160	\$64,595	\$2,088,565	\$10,532,456
2026	\$742,831,010	\$505,646,097	\$237,184,913	10.1533	\$2,408,198	\$72,246	\$2,335,952	\$12,868,408
2027	\$768,830,096	\$505,646,097	\$263,183,999	10.1532	\$2,672,161	\$80,165	\$2,591,996	\$15,460,404
2028	\$795,739,150	\$505,646,097	\$290,093,053	10.1532	\$2,945,364	\$88,361	\$2,857,003	\$18,317,407
2029	\$823,590,020	\$505,646,097	\$317,943,923	10.1531	\$3,228,129	\$96,844	\$3,131,285	\$21,448,692
2030	\$852,415,671	\$505,646,097	\$346,769,574	10.1531	\$3,520,791	\$105,623	\$3,415,168	\$24,863,860
2031	\$882,250,220	\$505,646,097	\$376,604,123	10.1531	\$3,823,695	\$114,711	\$3,708,984	\$28,572,844
2032	\$913,128,978	\$505,646,097	\$407,482,881	10.1531	\$4,137,201	\$124,116	\$4,013,085	\$32,585,929
2033	\$945,088,492	\$505,646,097	\$439,442,395	10.1530	\$4,461,680	\$133,850	\$4,327,830	\$36,913,759
2034	\$978,166,590	\$505,646,097	\$472,520,493	10.1530	\$4,797,516	\$143,926	\$4,653,590	\$41,567,349
2035	\$1,012,402,421	\$505,646,097	\$506,756,324	10.1530	\$5,145,106	\$154,353	\$4,990,753	\$46,558,102
2036	\$1,047,836,506	\$505,646,097	\$542,190,409	10.1530	\$5,504,862	\$165,146	\$5,339,716	\$51,897,818
2037	\$1,084,510,783	\$505,646,097	\$578,864,686	10.1530	\$5,877,209	\$176,316	\$5,700,893	\$57,598,711
2038	\$1,122,468,661	\$505,646,097	\$616,822,564	10.1530	\$6,262,589	\$187,878	\$6,074,711	\$63,673,422
2039	\$1,161,755,066	\$505,646,097	\$656,108,969	10.1530	\$6,661,456	\$199,844	\$6,461,612	\$70,135,034
2040	\$1,202,416,492	\$505,646,097	\$696,770,395	10.1530	\$7,074,284	\$212,228	\$6,862,056	\$76,997,090
2041	\$1,244,501,069	\$505,646,097	\$738,854,972	10.1530	\$7,501,560	\$225,047	\$7,276,513	\$84,273,603
2042	\$1,288,058,607	\$505,646,097	\$782,412,510	10.1529	\$7,943,792	\$238,313	\$7,705,479	\$91,979,082
2043	\$1,333,140,660	\$505,646,097	\$827,494,563	10.1529	\$8,401,502	\$252,045	\$8,149,457	\$100,128,539
2044	\$1,379,800,583	\$505,646,097	\$874,154,486	10.1529	\$8,875,232	\$266,257	\$8,608,975	\$108,737,514
2045	\$1,428,093,603	\$505,646,097	\$922,447,506	10.1529	\$9,365,542	\$280,966	\$9,084,576	\$117,822,090
2046	\$1,478,076,879	\$505,646,097	\$972,430,782	10.1529	\$9,873,012	\$296,191	\$9,576,821	\$127,398,911
2047	\$1,529,809,569	\$505,646,097	\$1,024,163,472	10.1529	\$10,398,246	\$311,947	\$10,086,299	\$137,485,210

Source: ECONorthwest

Notes: TIF is tax increment revenues

Tax rates are expressed in terms of dollars per \$1,000 of assessed value.

Changes in total tax rates are due to general obligation bonds with variable rates. These bonds are scheduled to be retired in FYE 2019, after which the total tax rate for the area will stabilize as the sum total of all permanent rates for affected taxing districts.

Revenue sharing is part of the 2009 legislative changes to urban renewal and means that, at thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the incremental growth in the URA. The share is a percentage basis dependent upon the tax rates of the taxing jurisdictions. The first threshold is 10% of the original maximum indebtedness. At the 10% threshold, the Agency will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold and the taxing jurisdictions will receive 75% of the increment above the 10% threshold. The second threshold is set at 12.5% of the maximum indebtedness. If this threshold is met, revenue for the district would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts. **Neither threshold is anticipated to be reached prior to the termination of this district.** If tax increment revenues increase to meet these thresholds, then revenue sharing will occur.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the new maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the urban renewal area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the URA. These projections are for impacts estimated through FYE 2047, and are shown in Table.

The Grants Pass School District, the Three Rivers School District and the Southern Oregon Education Service District are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the State level.

Table 17a shows the projected impacts to permanent rate levies of taxing districts as a result of this Plan. It assumes the growth as projected in Table 14 in this Report, in addition to general appreciation in real property assessed value.

General obligation bonds and local option levies are impacted by urban renewal only if they were originally approved by voters in an election prior to October 6, 2001. There are no local option levies approved prior to October 6, 2001 that are in effect in the Grants Pass URA. There is, however, one general obligation bond that will be impacted. For general obligation bonds, the impact is on the property owner, not on the taxing district. The assessor must assess a slightly higher rate to all properties in the taxing district to account for the division of taxes of the general obligation bond.

Table 17b shows the projected impact to the property owner as a result of a general obligation bond issued by the Three Rivers School District prior to 2001. As a result of urban renewal, a property tax owner will pay an additional 2 cents per \$100,000 of value over the

life of the district. This impact is until FYE 2021, when the Three Rivers School District Bond is set to expire. Any bonds issued after October of 2001 are not subject to urban renewal division of taxes.

Table 17a – Projected Impact on Taxing District Permanent Rate Levies

FYE	Josephine County	Grants Pass City	4H / Extension	Grants Pass SD #7	Rogue CC	SO Oregon ESD	Three Rivers SD	Total
	Perm	Perm	Perm	Perm	Perm	Perm	Perm	
2018	-\$36,399	-\$256,441	-\$2,848	-\$280,127	-\$31,814	-\$21,863	-\$486	-\$629,978
2019	-\$46,124	-\$324,956	-\$3,608	-\$354,820	-\$40,314	-\$27,704	-\$740	-\$798,266
2020	-\$56,140	-\$395,526	-\$4,392	-\$431,752	-\$49,069	-\$33,721	-\$1,002	-\$971,602
2021	-\$68,177	-\$480,328	-\$5,334	-\$524,201	-\$59,589	-\$40,950	-\$1,316	-\$1,179,895
2022	-\$80,634	-\$568,098	-\$6,308	-\$619,884	-\$70,478	-\$48,433	-\$1,641	-\$1,395,476
2023	-\$93,528	-\$658,940	-\$7,317	-\$718,917	-\$81,748	-\$56,178	-\$1,978	-\$1,618,606
2024	-\$106,873	-\$752,961	-\$8,362	-\$821,415	-\$93,412	-\$64,193	-\$2,327	-\$1,849,543
2025	-\$120,686	-\$850,274	-\$9,442	-\$927,501	-\$105,485	-\$72,490	-\$2,688	-\$2,088,566
2026	-\$134,982	-\$950,992	-\$10,560	-\$1,037,301	-\$117,979	-\$81,077	-\$3,061	-\$2,335,952
2027	-\$149,778	-\$1,055,235	-\$11,717	-\$1,150,943	-\$130,911	-\$89,964	-\$3,448	-\$2,591,996
2028	-\$165,092	-\$1,163,126	-\$12,915	-\$1,268,562	-\$144,297	-\$99,162	-\$3,848	-\$2,857,002
2029	-\$180,942	-\$1,274,795	-\$14,155	-\$1,390,298	-\$158,151	-\$108,682	-\$4,262	-\$3,131,285
2030	-\$197,347	-\$1,390,372	-\$15,439	-\$1,516,296	-\$172,489	-\$118,536	-\$4,691	-\$3,415,170
2031	-\$214,325	-\$1,509,992	-\$16,767	-\$1,646,702	-\$187,329	-\$128,734	-\$5,134	-\$3,708,983
2032	-\$231,898	-\$1,633,801	-\$18,142	-\$1,781,673	-\$202,689	-\$139,289	-\$5,593	-\$4,013,085
2033	-\$250,086	-\$1,761,943	-\$19,566	-\$1,921,369	-\$218,586	-\$150,214	-\$6,068	-\$4,327,832
2034	-\$268,911	-\$1,894,568	-\$21,038	-\$2,065,953	-\$235,039	-\$161,520	-\$6,560	-\$4,653,589
2035	-\$288,395	-\$2,031,837	-\$22,562	-\$2,215,598	-\$252,069	-\$173,224	-\$7,069	-\$4,990,754
2036	-\$308,560	-\$2,173,910	-\$24,140	-\$2,370,480	-\$269,694	-\$185,336	-\$7,596	-\$5,339,716
2037	-\$329,431	-\$2,320,955	-\$25,773	-\$2,530,784	-\$287,936	-\$197,872	-\$8,141	-\$5,700,892
2038	-\$351,033	-\$2,473,147	-\$27,463	-\$2,696,698	-\$306,817	-\$210,847	-\$8,706	-\$6,074,711
2039	-\$373,391	-\$2,630,666	-\$29,212	-\$2,868,419	-\$326,359	-\$224,277	-\$9,289	-\$6,461,613
2040	-\$396,532	-\$2,793,698	-\$31,022	-\$3,046,150	-\$346,585	-\$238,176	-\$9,894	-\$6,862,057
2041	-\$420,481	-\$2,962,435	-\$32,896	-\$3,230,102	-\$367,519	-\$252,561	-\$10,519	-\$7,276,513
2042	-\$445,270	-\$3,137,079	-\$34,836	-\$3,420,492	-\$389,185	-\$267,450	-\$11,167	-\$7,705,479
2043	-\$470,926	-\$3,317,835	-\$36,843	-\$3,617,546	-\$411,609	-\$282,861	-\$11,837	-\$8,149,457
2044	-\$497,480	-\$3,504,918	-\$38,920	-\$3,821,496	-\$434,819	-\$298,810	-\$12,531	-\$8,608,974
2045	-\$524,964	-\$3,698,549	-\$41,070	-\$4,032,585	-\$458,840	-\$315,318	-\$13,249	-\$9,084,575
2046	-\$553,409	-\$3,898,956	-\$43,295	-\$4,251,062	-\$483,703	-\$332,404	-\$13,992	-\$9,576,821
2047	-\$566,780	-\$3,993,159	-\$44,342	-\$4,353,744	-\$495,389	-\$340,436	-\$14,354	-\$9,808,204
Total	-\$7,928,574	-\$55,859,492	-\$620,284	-\$60,912,870	-\$6,929,903	-\$4,762,282	-\$193,187	-\$137,206,592

Source: ECONorthwest

Table 17c – Projected Impact on Property Tax Payers Due to General Obligation Bonds

FYE	GO Bond Tax Rate			Property Tax Paid per \$100,000 AV		
	without UR	with UR	Impact of UR	without UR	with UR	Impact of UR
2018	0.5542	0.5542	0.0000	\$55.42	\$55.42	\$0.00
2019	0.5512	0.5512	0.0000	\$55.12	\$55.12	\$0.00
2020	0.5498	0.5499	0.0001	\$54.98	\$54.99	\$0.01
2021	0.5479	0.5480	0.0001	\$54.79	\$54.80	\$0.01
2022	0.0000	0.0000	0.0000	\$0.00	\$0.00	\$0.00
Total				\$330.25	\$330.27	\$0.02

Source: ECONorthwest. Please refer to the explanation of the impacts of GO bonds in the preceding section

Table 18 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for FYE 2048.

Table 18 – Additional Revenues Obtained after Termination of Tax Increment Financing

Taxing District	Tax Rate	Tax Revenue in FYE 2048 (year after expiration)		
		From Frozen Base	From Excess Value	Total
General Government				
Josephine County	0.5867	\$296,663	\$632,290	\$928,953
Grants Pass City	4.1335	\$2,090,088	\$4,454,701	\$6,544,789
4H / Extension	0.0459	\$23,209	\$49,467	\$72,676
<i>Subtotal</i>		\$2,409,960	\$5,136,458	\$7,546,418
Education				
Grants Pass SD #7	4.5248	\$2,277,955	\$4,856,932	\$7,134,887
Rogue CC	0.5128	\$259,295	\$552,648	\$811,943
SO Oregon ESD	0.3524	\$178,189	\$379,784	\$557,973
Three Rivers SD	3.7262	\$8,229	\$16,038	\$24,267
Three Rivers SD (Bond)	0.0000	\$0	\$0	\$0
<i>Subtotal</i>		\$2,723,668	\$5,805,402	\$8,529,070
Total		\$5,133,628	\$10,941,860	\$16,075,488

Source: ECONorthwest

X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base, including all real, personal, personal, manufactured, and utility properties in the URA, is projected to be \$505,646,097. The total assessed value of the City of Grants Pass is \$2,901,485,719. Excess value is the assessed value created above the frozen base in the urban renewal area. The total urban renewal assessed value is 17.43% of the total assessed value of the City, below the 25% statutory limitation.

The Grants Pass Urban Renewal Area contains 1,364.10 acres, including right-of-way, and the City of Grants Pass contains 7,476.94 acres, therefore 18.24% of the City's acreage is in an urban renewal area, below the 25% statutory limitation.

Table 19 – Urban Renewal Area Conformance with Assessed Value and Acreage Limits

	Acreage	Assessed Value
Urban Renewal Area	1,364.10	\$505,646,097
City of Grants Pass	7,476.94	\$2,901,485,719
% in Urban Renewal	18.24%	17.43%

Source: City of Grants Pass, Josephine County Assessor

XI. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been identified, however, there are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the URA.