CITY OF GRANTS PASS
COUNCIL AGENDA
July 6, 2022
6 pm City Council Meeting
Council Chambers - 101 NW A Street

MAYOR:  Sara Bristol
CITY COUNCIL MEMBERS:

<table>
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<th>Ward 1</th>
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<tr>
<td>Brian DeLaGrange</td>
<td>Valerie Lovelace</td>
<td>Dwight Faszer, II</td>
<td>Joel King</td>
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<td>Rob Pell</td>
<td>Rick Riker</td>
<td>Curt Collins</td>
<td>Vanessa Ogier</td>
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Invocation
Flag Salute
Roll Call

1. COUNCIL ACTION
   a. Ordinance amending Grants Pass Municipal Code Chapter 5.73 False Alarms, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal. **Pgs. 1-8**
   b. Resolution authorizing the City Manager to enter into an Intergovernmental Agreement with ODOT for right of way services for the Allen Creek Road Improvements; Project No. TR6116. **Pgs. 9-38**
   c. Resolution authorizing the execution of a grant agreement and restrictive covenant between AllCare Community Foundation (AllCare) and the City of Grants Pass (City) for state funds to facilitate the development of an urban campground in Grants Pass, Oregon. **Pgs. 39-52**
   d. Resolution authorizing the City Manager to purchase a replacement multi-purpose fire apparatus. **Pgs. 53-72**
   e. Motion extending Concessions in the Park Pilot Project. **Pgs. 73-41**

2. APPOINTMENTS
   a. Motion appointing one member to the Collaborative Economic Development Committee. **Pgs. 75-80**

3. PUBLIC COMMENT This is an opportunity for the public to address the City Council on items not related to a public hearing or Council action item for the Council. The intent is to provide information that is pertinent to the City’s jurisdiction. Each speaker will be given three minutes to address the Council as one body, not to individuals. At the conclusion of public comment, Council will have an opportunity to respond.

This meeting will proceed in an effective and courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free from slander, threats, or other personal attacks. Signs or placards, outbursts of applause, campaigning for public office, or other disruptive behavior will not be tolerated.
If you have a question regarding any government provided service or a current City policy, please contact the City Manager’s office in an attempt to resolve the matter.

  a. Opportunity to review public comment
  b. Review emails

4. 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 authorizing the City Manager to accept the Oregon State Fire Marshal Wildfire Season Staffing Grant funds. **Pgs. 81-94**
  b. Resolution authorizing a permanent easement and temporary construction easement on property located at the corner of 6th and Vine streets for installation of ADA sidewalks. **Pgs. 95-106**
  c. Motion approving the Thomas Ford, 121 NE B Street a Local Historic Landmark Designation Findings of Fact. **Pgs. 107-110**
  d. Motion approving the Wonder Bur and Café, 116 SW H Street a Local Historic Landmark Designation Findings of Fact. **Pgs. 111-114**
  e. Motion approving the Arden McConnell, 961 SE 8th Street a Local Historic Landmark Designation Findings of Fact. **Pgs. 115-118**
  f. Motion approving the minutes of the City Council meeting of June 15, 2022. **Pgs. 119-128**
  g. Motion acknowledging the minutes of the Parks Advisory Committee meeting of May 12, 2022. **Pgs. 129-132**
  h. Motion acknowledging the minutes of Housing Advisory Committee meeting of March 18, 2022. **Pgs. 133-136**
  i. Motion acknowledging the minutes of Housing Advisory Committee meeting of April 15, 2022. **Pgs. 137-140**
  j. Motion acknowledging the minutes of Housing Advisory Committee meeting of May 20, 2022. **Pgs. 141-148**
  k. Motion acknowledging the minutes of the Historical Buildings and Sites Commission meeting of March 10, 2022. **Pgs. 149-152**
  l. Motion acknowledging the minutes of the Historical Buildings and Sites Commission meeting of April 19, 2022. **Pgs. 153-156**
  m. Motion acknowledging the minutes of the Committee on Public Art meeting of April 12, 2022. **Pgs. 157-160**
  n. Motion acknowledging the minutes of the Committee on Public Art meeting of May 10, 2022. **Pgs. 161-164**
o. Motion acknowledging the minutes of the Central Business District Vitalization Taskforce meeting of May 9, 2022. Pgs. 165-168

p. Motion acknowledging the minutes of the Central Business District Vitalization Taskforce meeting of May 24, 2022. Pgs. 169-172

q. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of May 3, 2022. Pgs. 173-176

r. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of May 11, 2022. Pgs. 177-198

s. Motion acknowledging the minutes of Urban Area Planning Commission meeting of May 25, 2022. Pgs. 199-222

t. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of June 8, 2022. Pgs. 223-242

u. Motion acknowledging the minutes of the Collaborative Economic Development Committee meeting of February 24, 2022. Pgs. 243-246

5. MATTERS FROM MAYOR, COUNCIL AND STAFF

a. Mayor & Council Comments

b. Committee motions. Pg. 247

c. Staff Comments

6. EXECUTIVE SESSION: None anticipated

7. ADJOURN

City Council meetings will offer citizen participation via phone. If you would like to provide public comment, please contact the City Recorder by noon the day of the meeting. Registered participants will be emailed the teams meeting ID password, and call-in phone number by 3 pm on the day of the meeting. You should not share this information.

City Recorder: 541.450.6000 or kfrerk@grantspassoregon.gov

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons 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.

Watch City Council Meetings Live
Stream it live on your computer or device at www.grantspassoregon.gov/770/watch
Watch on cable Channel 183 or on YouTube at City of Grants Pass.
Ordinance amending Grants Pass Municipal Code Chapter 5.73 False Alarms, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal.  

Date: July 6, 2022

SUBJECT AND SUMMARY:

Last year, the City Council approved a false alarm ordinance. Reducing the number of false alarms will free up valuable emergency service resources. To reflect organizational updates, minor modifications are required.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council’s goal of **ENHANCE COMMUNITY SAFETY** by increased proficiency and the continued availability of emergency services.

CALL TO ACTION SCHEDULE:

Call to action schedule: July 6, 2022.

BACKGROUND:

Last year, the City Council approved a false alarm ordinance to reduce the number of false alarms and free up valuable emergency service resources. Most false alarms are handled by police officers and at a variety of locations to include businesses, residences, churches, schools, and City facilities.

This ordinance reflects organizational updates by removing Public Safety Director and replacing it with Police Chief and Fire Chief as well as other minor modifications.

COST IMPLICATION:

None.

ALTERNATIVES:

1. Adopt the proposed ordinance amendment.

2. Modify the proposed ordinance amendment.

ITEM: 1.a. ORDINANCE AMENDING GRANTS PASS MUNICIPAL CODE CHAPTER 5.73 FALSE ALARMS, SPECIFICALLY 5.73.040 IMPOSITION OF FEES AND PAYMENT AND 5.73.060 RIGHT TO APPEAL.
Staff Report (continued):

RECOMMENDED ACTION:

It is recommended Council approve the ordinance amending Grants Pass Municipal Code Chapter 5.73 False Alarms, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal.

POTENTIAL MOTION:

I move to adopt the ordinance amending Grants Pass Municipal Code Chapter 5.73, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal, and have it read by title only, first reading.

I move to adopt the ordinance amending Grants Pass Municipal Code Chapter 5.73, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal, and have it read by title only, second reading.
Chapter 5.73 FALSE ALARMS

5.73.040 Imposition of fees and payment

A. For the third, fourth, fifth and sixth false alarm for emergency police services, or the third, fourth, fifth and sixth false alarm for emergency fire services, responded to at the same location (except public and private schools while they are in session) in any calendar year, the owner shall be charged a fee, as set by Council resolution, which shall be considered partial reimbursement of the costs of such police response or fire response to the alarm. For the seventh and each subsequent false alarm for emergency police services, or the seventh and each subsequent false alarm for emergency fire services, responded to at the same location (except public and private schools while they are in session) in any calendar year, the owner shall be charged a fee as set by Council resolution.

B. An invoice for the fee imposed under the above Subsection A, shall be included with the summary report sent to the owner as outlined in Section 5.67.050 5.73.030. Such statement shall identify the address to which payment of the fee will be received.

C. Payment of the false alarm fee shall be due 30 days after the date of the statement unless the owner files a written appeal under 5.67.060 5.73.060.

D. Delinquent payments will be subject to collections.

5.73.060 Right to appeal

A. Any owner who has been notified of a false alarm or invoiced for a false alarm fee, may appeal to the Public Safety Director Police Chief, Fire Chief, or respective designee, by giving written notice of appeal within 15 days of the date of such notice or invoice. The notice of appeal shall explain the reason why the owner believes the alarm was not false and be accompanied by payment of the false alarm fee as invoiced by the City. The false alarm fee shall be refunded to the owner if the Public Safety Director Police Chief, Fire Chief, or respective designee, determines the alarm was not a false alarm as defined by this Chapter. The burden of proof shall be upon the owner to show by a preponderance of evidence that the alarm signal was not false.

B. The Public Safety Director Police Chief, Fire Chief, or respective designee shall schedule the time and place of the appeal hearing no more than fifteen days after receipt of the notice of appeal. The Public Safety Director Police Chief, Fire Chief, or respective designee shall give the appellant at least five days' notice of the appeal hearing. Failure of the owner to appear at the hearing shall result in forfeiture of the false alarm fee.
C. After hearing all the evidence, the Public Safety Director, Police Chief, Fire Chief, or respective designee shall render a decision within five days of the date of the hearing. The Public Safety Director’s decision shall be in writing, supported by findings of fact and shall be final. If the Public Safety Director, Police Chief, Fire Chief, or respective designee determines the owner has met the burden of proof in showing that the alarm was not false, the false alarm determination shall be rescinded, and the false alarm fee shall be refunded to the owner. If the owner fails to meet the burden of proof that the alarm was not false, the false alarm fee shall be applied as provided by this Chapter.
ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING GRANTS PASS MUNICIPAL CODE CHAPTER 5.73 FALSE ALARMS, SPECIFICALLY 5.73.040 IMPOSITION OF FEES AND PAYMENT AND 5.73.060 RIGHT TO APPEAL.

WHEREAS:

1. Police and Fire respond to a significant number of false alarms each year; and

2. False alarms cost the City and its citizens thousands of dollars per year and take police officers and firefighters away from actual emergencies; and

3. Minor modifications are required to reflect organizational updates.

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

Chapter 5.73 False Alarms, specifically 5.73.040 Imposition of Fees and Payment and 5.73.060 Right to Appeal, attached as Exhibit ‘A’ and are incorporated herein by reference.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 6th day of July 2022, 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 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: ____________

Approved as to Form, Augustus Ogu, City Attorney
Chapter 5.73 FALSE ALARMS

5.73.040 Imposition of fees and payment

A. For the third, fourth, fifth and sixth false alarm for emergency police services, or the third, fourth, fifth and sixth false alarm for emergency fire services, responded to at the same location (except public and private schools while they are in session) in any calendar year, the owner shall be charged a fee, as set by Council resolution, which shall be considered partial reimbursement of the costs of such police response or fire response to the alarm. For the seventh and each subsequent false alarm for emergency police services, or the seventh and each subsequent false alarm for emergency fire services, responded to at the same location (except public and private schools while they are in session) in any calendar year, the owner shall be charged a fee as set by Council resolution.

B. An invoice for the fee imposed under the above Subsection A, shall be included with the summary report sent to the owner as outlined in Section 5.73.030. Such statement shall identify the address to which payment of the fee will be received.

C. Payment of the false alarm fee shall be due 30 days after the date of the statement unless the owner files a written appeal under 5.73.060.

D. Delinquent payments will be subject to collections.

5.73.060 Right to appeal

A. Any owner who has been notified of a false alarm or invoiced for a false alarm fee, may appeal to the Police Chief, Fire Chief, or respective designee, by giving written notice of appeal within 15 days of the date of such notice or invoice. The notice of appeal shall explain the reason why the owner believes the alarm was not false and be accompanied by payment of the false alarm fee as invoiced by the City. The false alarm fee shall be refunded to the owner if the Police Chief, Fire Chief, or respective designee, determines the alarm was not a false alarm as defined by this Chapter. The burden of proof shall be upon the owner to show by a preponderance of evidence that the alarm signal was not false.

B. The Police Chief, Fire Chief, or respective designee shall schedule the time and place of the appeal hearing no more than fifteen days after receipt of the notice of appeal. The Police Chief, Fire Chief, or respective designee shall give the appellant at least five days' notice of the appeal hearing. Failure of the owner to appear at the hearing shall result in forfeiture of the false alarm fee.

C. After hearing all the evidence, the Police Chief, Fire Chief, or respective designee shall render a decision within five days of the date of the hearing. The
decision shall be in writing, supported by findings of fact and shall be final. If the
Police Chief, Fire Chief, or respective designee determines the owner has met
the burden of proof in showing that the alarm was not false, the false alarm
determination shall be rescinded, and the false alarm fee shall be refunded to the
owner. If the owner fails to meet the burden of proof that the alarm was not false,
the false alarm fee shall be applied as provided by this Chapter.
Resolution authorizing the City Manager to enter into an Intergovernmental Agreement with ODOT for right of way services for the Allen Creek Road Improvements; Project No. TR6116.

Date: July 6, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the execution of Intergovernmental Agreement No. 73000-0004633 with the Oregon Department of Transportation (ODOT) for right of way services for the Allen Creek Road Improvements; Project No. TR6116.

RELATIONSHIP TO COUNCIL GOALS:

The agreement supports the Council’s goal of maintain, operate and expand our INFRASTRUCTURE to meet community needs by working cooperatively with ODOT to design and construct the Allen Creek Road Improvements Project.

CALL TO ACTION SCHEDULE:

Call to action schedule: July 6, 2022.

BACKGROUND:

The City of Grants Pass and ODOT have previously executed Local Agency Agreement No. 73000-00002928 on October 21, 2021, to reflect current scope and budget for the Allen Creek Road Improvements Project. This agreement also outlined the responsibilities of both the State of Oregon and the City of Grants Pass as they pertain to the project development and delivery. Agreement No. 73000-00002928 is shown in Exhibit ‘C’ of Attachment ‘A’.

Intergovernmental Agreement No. 73000-0004633 outlines the roles and responsibilities of both parties for the acquisition of the required rights of way and easements required for the Allen Creek Road Improvements Project. The roles and responsibilities of both parties are generally as follows:

ODOT or the designated subconsultant for the project will make initial contact with the property owners along the project and conduct existing conditions surveys for environmental hazards. ODOT will then order and procure preliminary title reports before negotiations begin. The State will also determine the extent of property required and prepare legal descriptions needed for the acquisition of either an easement or property. The State will then conduct a valuation of the properties to be acquired and perform appraisal reviews to determine just compensation to recommend to the City. Finally, the State is responsible for performing any relocations and relocation assistance required by the project.

ITEM: 1.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ODOT FOR RIGHT OF WAY SERVICES FOR THE ALLEN CREEK ROAD IMPROVEMENTS; PROJECT NO. TR6116.
Staff Report (continued):

The City is responsible for negotiating with the property owner on just compensation for the property or easement required. The City will also attempt to have the property owner undertake any necessary remediation resulting from environmental testing conducted by the State. All titles to acquired properties will be in the City’s name as the owner of the Allen Creek Road right of way. All properties acquired in the City’s name must be accepted as-is in accordance with Oregon Revised Statutes (ORS) 93.808. The City is responsible for all negotiations related to the tendered monetary offers to the landowners. The City has sole authority to negotiate and make all settlement offers, however any agreements for compensation that exceed the State recommended compensation levels requires justification.

The City must also pass a resolution of intention and determination of necessity in accordance with ORS 35.235 and ORS 35.610, which authorizes the acquisition and condemnation. An example of a State provided resolution is found in Exhibit ‘B’ of Attachment ‘A’. If condemnation is necessary, the City will offer mediation and perform all administrative functions required for the condemnation process. The City then agrees to file all recommendations for condemnation at least 70 days prior to the right of way certification date between the City and the State. The City will then close all property transactions, which includes the drawing of deeds, releases, payments and recording with Josephine County.

The existing right of way along Allen Creek Road is approximately 40 feet wide and the proposed roadway width is 66 feet. The exact right of way requirements will be determined as the design process continues, but an estimated 13-foot width of property will be needed from each property’s frontage along the roadway. Some full relocations of residences are likely with this project, but the number is yet to be determined.

COST IMPLICATION:

The Intergovernmental Agreement has no direct cost implication to the City of Grants Pass, although the Allen Creek Road Improvements; Project No. TR6116 will begin spending the programmed $1,500,000 in right of way funds for the property acquisition needed for the construction of the project as shown in Local Agency Agreement No. 73000-00002928. The project is substantially funded by State and Federal sources, but local match requirements will be expended from Project No. TR6116.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter into an Intergovernmental Agreement No. 73000-0004633 for right of way services with ODOT for the Allen Creek Road Improvements; Project No. TR6116.

2. Council could decide not to approve the resolution.
Staff Report (continued):

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to enter into an Intergovernmental Agreement No. 73000-0004633 for right of way services with ODOT for the Allen Creek Road Improvements; Project No. TR6116.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into an Intergovernmental Agreement No. 73000-0004633 for right of way services with ODOT for the Allen Creek Road Improvements; Project No. TR6116.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT FOR RIGHT OF WAY SERVICES WITH ODOT FOR THE ALLEN
CREEK ROAD IMPROVEMENTS; PROJECT NO. TR6116.

WHEREAS:

1. The Oregon Department of Transportation (ODOT) and the City of Grants Pass
executed a Local Agency Agreement No. 73000-00002928 dated October 21,
2021, to design and construct the roadway improvements with updated funding
and additional requirements, making Local Agency Agreement No. 28945
obsolete; and

2. Intergovernmental Agreement No. 73000-0004633 is required to outline the roles
and responsibilities of both parties for the acquisition of the required rights of way
and easements for the Allen Creek Road Improvements Project; and

3. Acquisition of property fronting Allen Creek Road from Denton Trail to Harbeck
Road is required in order to construct this important transportation project to City
arterial standards.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to enter into the Intergovernmental Agreement
No. 73000-0004633 for right of way services with ODOT for the Allen Creek Road
Improvements; Project No. TR6116 as set forth in Attachment ‘A’, which is attached to
and incorporated herein.

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 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of July 2022.

______________________________
Sara Bristol, Mayor

ATTEST:

______________________________  Date submitted to Mayor: ______________
Karen Frerk, City Recorder

Approved as to form Augustus Ogu, City Attorney.
INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES
Allen Creek Road Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting
by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT”; and the CITY OF GRANTS PASS, acting by and through its elected officials, hereinafter referred
to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and
   366.576, state agencies may enter into agreements with units of local government or other
   state agencies for the performance of any or all functions and activities that a Party to the
   agreement, its officers, or agents have the authority to perform.

2. By the authority granted in ORS 366.425, State may accept deposits of money or an
   irrevocable letter of credit from any county, city, road district, person, firm, or corporation for
   the performance of work on any public highway within the State. Money so deposited shall be
   disbursed for the purpose for which it was deposited.

3. Allen Creek Road is a part of the city street system under the jurisdiction and control of Agency.

4. State is responsible for delivering the Allen Creek Road Improvements project ("Project") under
   Misc. Contracts and Agreements, Agreement Number 73000-00002928 executed on October 28,
   2021 ("Project Agreement") attached hereto as Exhibit C and by this reference made a part
   hereof.

5. This Agreement covers a subset of the work set forth in the Project Agreement; therefore, the
   Project Agreement describes the general scope and funding for the right of way activities
   carried out under this Agreement. This Agreement further defines the roles and responsibilities
   of the Parties regarding real property to be used as part of the right of way for the Project, and
   further refines the details of the scope and funding for these right of way activities

6. As of the Effective Date of this Agreement, there are no local public agencies ("LPAs") certified
to independently administer federal-aid projects for right of way services. State is ultimately
responsible for the certification and oversight of all right of way activities under this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed
by and between the Parties hereto as follows:

73000-0004633 - 1 -
TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in the Project Agreement, State agrees to perform the right of way Services shown in Exhibit A - Special Provisions ("Services"), attached hereto and by this reference made a part hereof.

2. The Parties agree to comply with the terms of this Agreement and the applicable terms of Project Agreement in performing the Services. In the event of a direct conflict, the terms of the Project Agreement will control over any conflicting provision in this Agreement.

3. Exhibits Attached and Incorporated.
   a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference as though fully set forth herein:
      - Exhibit A – Special Provisions
      - Exhibit B – Resolution Exercising The Power of Eminent Domain
      - Exhibit C - Project Agreement

4. This Agreement becomes effective on the date all required signatures are obtained ("Effective Date"). Services shall begin on or after the Effective Date and shall be completed no later than December 31, 2025, on which date this Agreement automatically expires unless extended by a fully executed amendment.


6. The funding and payment for the Services are set forth in the Project Agreement. This Agreement commits no additional funding for the Services.
   a. Under no condition shall State’s obligations under this Agreement exceed $1,500,000.00, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement. This maximum is the amount programmed in the STIP for the right of way phase of the Project.
      i. Agency agrees to reimburse State for all expenses, including salaries and other personnel expenses (OPE) of State employees performing Services, direct costs, costs of rental equipment used, travel expenses, and per-diem expenditures. Travel expenses shall be reimbursed in accordance with the current Oregon Department of Administrative Services rates as contained in the Oregon Accounting Manual (OAM), which can be found at:
ii. For Services provided under this Agreement, Agency may satisfy its funding requirement through a contribution of real property for the Project. Credit for this contribution will only be allowed if the contribution complies with all requirements of 23 CFR 710.501 and 710.507 and if written approval is obtained from State’s Active Transportation Section, Program and Funding Services Manager and FHWA prior to the start of the right of way phase of the Project and after review for compliance with State’s procedures for donations and contributions.

STATE OBLIGATIONS

1. State shall perform the Services assigned to State in Exhibit A.

2. State’s right of way contact person for this Agreement is Jayne Randleman, Senior Right of Way Agent, 100 Antelope Road, White City, OR 97503, 541-774-6394, jayne.a.randleman@odot.oregon.gov, or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the Services assigned to Agency in Exhibit A. All Services provided by Agency shall comply with ODOT’s Right of Way Manual in effect at the time the Services are performed.

2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency’s current appropriation or limitation of current budget. Agency is willing and able to finance its share of all costs and expenses incurred under this Agreement up to the maximum amount set forth in Terms of Agreement Paragraph 6.

3. Agency’s performance of Services.

   a. In performing Services under this Agreement, Agency may utilize qualified individuals from Agency’s staff or the Staff of another local public agency, as described in the ODOT Right of Way Manual and approved by the State’s Region Right of Way Office.

   b. Agency may also request State act as the lead contracting agency and deliver a consultant contract on behalf of Agency, using consultants from State’s Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process, as applicable. Tier 2 procurements must be requisitioned through State’s Local Agency Liaison (LAL) with solicitation process administered by State’s Procurement Office. Forms and procedures for Tier 2 process are located at: https://www.oregon.gov/ODOT/Business/Procurement/FS/tier2guide.doc

   c. Agency’s needed right of way services may be performed by utilizing appraiser Services procured by Agency from State’s Qualified Appraiser List (online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-
List.pdf) or other right of way related Services procured by Agency from any source of qualified contractors or consultants.

d. Contractor selections under Agency Obligations, Paragraphs 3.c above may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** carried out by Agency for right of way Services must be conducted under State’s certification program for consultant selection and must comply with requirements in the **LPA A&E Requirements Guide**, and must use the State’s standard **A&E Contract Template for LPAs** which may be modified to include State-approved provisions required by Agency. **State and locally funded procurements** carried out by Agency must comply with applicable State rules and statutes for A&E “Related Services” (Agency may use its own contract document). The LPA A&E Requirements Guide and A&E Contract Template are available at: [https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx](https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx).

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State’s Qualified Appraiser List), or contractors to perform Services under this Agreement, Agency must receive prior written approval from State’s Region Right of Way Office.

5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260 (“Claims”), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

6. Any such indemnification shall also provide that neither the Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

7. Agency shall perform all Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of
8. When Agency is performing Services under this Agreement, Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

9. Agency certifies and represents that all individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

10. Agency acknowledges and agrees that State, the Oregon Secretary of State’s Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12. Agency shall upon State’s request provide copies of any required documentation related to the Services as described in Exhibit A.

13. Agency’s right of way contact person for this Agreement is Jason Canady, Public Works Director, 101 NE “A” Street, Grants Pass, OR 97526, 541-450-6110; jcanady@grantspassoregon.gov, or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS:

1. Termination.

73000-0004633
a. This Agreement may be terminated by mutual written consent of both Parties.

b. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person, under any of the following conditions:

i. If either Party fails to provide Services called for by this Agreement within the time specified herein or any extension thereof.

ii. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the Services as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.

c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

i. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

ii. If Agency fails to provide payment of its share of the cost of the Project.

iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Agreement is prohibited or State is prohibited from paying for such Services from the planned funding source.

d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

2. All employers that employ subject workers who perform Services under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.

3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

8. Agency and State are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third
persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

9. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

12. Survival. All rights and obligations of the Parties under this Agreement will cease upon termination or expiration of this Agreement, other than the rights and obligations of the parties that by their nature or express terms survive termination or expiration of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow
CITY OF GRANTS PASS, by and through elected officials

By __________________________

Date __________________________

By __________________________

Date __________________________

LEGAL REVIEW APPROVAL (If required in Agency's process)

By __________________________
Agency's Counsel

Date __________________________

STATE OF OREGON, by and through its Department of Transportation

By __________________________
Delivery & Operations Division Administrator

Date __________________________

APPROVAL RECOMMENDED

By __________________________
State Right of Way Manager

Date __________________________

By __________________________
Region 3 Right of Way Manager

Date __________________________

Agency Contact:
Jason Canady
Public Works Director
101 NW "A" Street
Grants Pass, OR 97526
541-450-6110
jcanady@grantspassoregon.gov

State Contact:
Justin Shoemaker
Transportation Project Manager
100 Antelope Road
White City, OR 97503
541-774-6376
Justin.d.shoemaker@odot.oregon.gov
Exhibit A
SPECIAL PROVISIONS
Right of Way Services

A. Preliminary Phase: State or Agency shall perform the Services outlined in this Section A during the preliminary right of way phase of the Project as identified below. When Services listed under this Section A are performed by Agency, Agency shall charge the Services as preliminary engineering expenditures.

1. State shall prepare preliminary cost estimates.

2. State shall make preliminary contacts with property owners.

3. State shall gather and prepare data for environmental documents.

4. State shall develop access and approach road list.

5. State shall help prepare field location and project data as defined in the Project Agreement.

6. Title. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.

7. Legal Descriptions:
   a. State shall prepare sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
   b. State shall prepare construction plans and cross-section information for the Project.
   c. State shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current ODOT Right of Way Engineering Manual, located at https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf and incorporated herein by reference. The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
   d. State shall specify the degree of title to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.

8. Hazmat:
   a. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
b. State shall conduct a Level 2 Preliminary Site Investigation, according to ODOT's Hazmat Program Procedures Guidebook and other applicable requirements of the Oregon Department of Environmental Quality, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties. If contamination is found, State will promptly disclose the severity and extent of contamination to Agency and present a recommendation for remediation to Agency as set forth in ODOT's Right of Way Manual Section 6.330 paragraph 2.

c. Agency shall attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330 paragraph 2.b. If Agency undertakes any remediation on the site, Agency will be solely responsible for any liability that may arise from such remediation.

B. Right of Way Phase: State or Agency shall perform the Services outlined in this Section B during the acquisition right of way phase of the Project as identified below. When Services listed under this Section B are performed by Agency, Agency shall charge the Services as right of way expenditures.

1. Right of Way Acquisition:

a. Right of Way Acquisition is the process of obtaining property necessary for the Project, from negotiation to possession of the property, using various sub-processes including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project related property management related to the potential exercise of eminent domain. The basic requirements for carrying out right of way acquisition for the Project are set forth in this Section B.

b. When performing the right of way acquisition Services, State shall provide Agency with a monthly status report of the Services.

c. Title to properties acquired shall be in the name of Agency.

d. The Agency shall adopt a resolution of intention and determination of necessity in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Agency's Resolution shall be substantially in the form of Exhibit B, attached hereto and by this reference made a part hereof.

2. Real Property and Title Insurance:

a. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current ODOT Right of Way Manual, and after obtaining State's concurrence. Agency shall clear any encumbrances necessary to
conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.

b. Agency shall accept conveyed property "as-is" and in accordance with ORS 93.808. State is not required to provide any additional Services to Agency, including but not limited to payment, documentation, platting, surveying, or remediation, beyond those specifically set forth in this Agreement.

3. Appraisal:

a. State shall conduct the valuation process of properties to be acquired. If hazardous materials are located on the property, State shall use section 6.330, paragraph 2 in ODOT’s Right of Way Manual.

b. State shall perform the appraisal reviews to set just compensation.

c. State shall recommend just compensation, based upon a review of the valuation by qualified personnel.

4. Negotiations:

a. Agency shall tender all monetary offers to landowners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. When settlements for property acquisitions are made for more or less than the approved just compensation amount, a justification is required. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If Agency performs this function, it will provide State with all pertinent letters, negotiation records and obligations incurred during the acquisition process.

b. State and Agency shall determine a date for certification of right of way and agree to consign the State’s Right of Way Certification form. State and Agency agree possession of all right of way is complete prior to advertising for any construction contract, unless otherwise agreed to by Agency and State.

c. Agency agrees to file all Recommendations for Condemnation (Form 734-3311 and accompanying documents) with the court at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

5. Relocation:

a. State shall perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the Project.

b. State shall determine all relocation benefits each property owner is eligible for and shall make all relocation and moving payments.
c. Agency shall facilitate the relocation appeal process.

C. Closing Phase

1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. When State is providing Services as a consultant for the Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.

2. Upon acceptance by State the conveyance documents shall be recorded.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.

2. Agency shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies.

3. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

E. Condemnation

1. Agency may offer mediation if the Agency and property owners have reached an impasse.

2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.

3. Agency shall perform all legal and litigation Services related to the condemnation process. Agency agrees to pass a resolution substantially in the form attached hereto as Exhibit B specifically identifying the property being acquired.
F. Transfer of Right of Way to State

When right of way is being acquired in Agency’s name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. Agency shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State’s Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State’s highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency’s Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State’s name, State agrees to transfer and Agency agrees to accept, at no additional cost to the State, all right of way acquired on the Agency’s facility, subject to concurrence from the Oregon Transportation Commission and FHWA at the time of the transfer. State shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State’s Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.
EXHIBIT B
SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to
(Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally,
when the exercise of such power is deemed necessary by the (insert title of agency)'s
governing body to accomplish public purposes for which (insert title of agency) has
responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes
for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in
accordance with appropriate engineering standards for the construction, maintenance or
improvement of said transportation infrastructure such that property damage is minimized,
transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the
interests in the property described in “Exhibit A” attached to this Resolution and, by this
reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or
projects for which the property is required and is being acquired are necessary in the public
interest, and the same have been planned, designed, located, and will be constructed in a
manner which will be most compatible with the greatest public good and the least private
injury;

2. The power of eminent domain is hereby exercised with respect to each of the interests in
property described in Exhibit A to this Resolution. Each is acquired subject to payment of
just compensation and subject to procedural requirements of Oregon law;

3. ([Insert title of Agency]'s staff and [attorney/counsel] --OR-- (The Oregon Department of
Transportation and the Attorney General) are authorized and requested to attempt to agree
with the owner and other persons in interest as to the compensation to be paid for each
acquisition, and, in the event that no satisfactory agreement can be reached, to commence
and prosecute such condemnation proceedings as may be necessary to finally determine
just compensation or any other issue appropriate to be determined by a court in connection
with the acquisition. This authorization is not intended to expand the jurisdiction of any
court to decide matters determined above or determinable by the (Agency's Council,
Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of __________________, 20__

[insert signature blocks here]

Attachments: Exhibit A to Exhibit B to Agency Resolution Exercising the Power of Eminent Domain – Property Description
Exhibit A to Exhibit B - Agency Resolution Exercising the Power of Eminent Domain – Property Description

[insert property description]
ODOT Delivered Federal Project
City of Grants Pass
Allen Creek Road Improvements
Key Number: 18235

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Grants Pass, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

2. Allen Creek Road is a part of the county road system under the jurisdiction and control of Agency.

3. Agency has agreed that State will deliver this project on behalf of the Agency.

4. The Project was selected as a part of the Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Program (STP) Programs under Title 21, United States Code, and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 2 of this Agreement.

5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

6. State entered into Local Agency Agreement No. 28945 with the City of Grants Pass on February 25, 2013 and Local Agency Agreement Amendment No. 28945-01 on August 10, 2015 to construct roadway improvements to Allen Creek Road between West Harbeck Road and Denton Trail Road. The planning efforts were completed under Agreement No. 28945.
NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Upon execution of this Agreement No. 73000-00002928, Agreement No. 28945 will be amended to apply to the planning efforts and to limit the federal funds to $218,839.00. Upon execution, this Agreement shall supersede and replace those portions of Agreement No. 28945, relating to the Preliminary Engineering, Right of Way, Utility and Construction phases. Agreement No. 28945 remains in effect for the portion of the planning efforts of the project that was completed under Agreement No. 28945.

2. Under such authority, Agency and State agree to State delivering the Allen Creek Road improvements project on behalf of Agency, hereinafter referred to as “Project.” Project includes design and construct roadway improvements to Allen Creek Road between West Harbeck Road and Denton Trail Road, including the installation of a traffic signal at the intersection of Allen Creek Road and New Hope Road. The location of the Project is approximately as shown on the map attached hereto, marked “Exhibit A,” and by this reference made a part hereof.

3. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.

4. The total Project cost is estimated at $10,974,328.00, which is subject to change. Federal funds for this Project shall be limited to $8,672,530.01. State funds for this Project shall be limited to $97,961.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

5. Federal funds under this Agreement are provided under Title 23, United States Code.

6. ODOT does not consider Agency to be a third party under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

7. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Tulal Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency’s concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or
budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.

8. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

9. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

10. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

11. This Agreement may be terminated by mutual written consent of both Parties.

12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   c. If Agency fails to provide payment of its share of the cost of the Project.

   d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

   e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

14. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

15. Indirect Cost Rate.
a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT’s subsequent written approval.

b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

10. Americans with Disabilities Act Compliance:

a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

ii. Follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx; and

b. Agency shall ensure that any portions of the Project under Agency’s maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered.

iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

v. Applicable permitting and regulatory actions are consistent with ADA requirements.

c. Maintenance obligations in this section shall survive termination of this Agreement.

17. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

18. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

19. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

20. Agency shall assume sole liability for Agency’s breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency’s breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

21. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

22. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the
direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

23. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

24. This Agreement, Misc. Contracts and Agreements No. 28945 and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

25. State’s Contract Administrator for this Agreement is Justin Shoemaker, Transportation Project Manager, 100 Antelope Road, White City, OR 97503, 541-774-6376, justin.d.shoemaker@odot.state.or.us, or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

26. Agency’s Contract Administrator for this Agreement is Jason Canady, Public Works Director, 101 NW “A” Street, Grants Pass, OR 97526, 541-450-6110, jcanady@grantspassoregon.gov, or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18235) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).
AGREEMENT NO. 73000-00002928

CITY OF GRANTS PASS, by and through its elected officials

By: 

Title: City Manager

Date: 10/21/21

By: 

Title: Public Works Director

Date: 10/21/21

LEGAL REVIEW APPROVAL (if required in Agency's process)

By: 

Agency Counsel

Date: 10/21/21

STATE OF OREGON, by and through its Department of Transportation

By: 

Title: Delivery & Operations Division Administrator

Date: 10/28/2021

APPROVAL RECOMMENDED

By: Hope Derrickson

Title: CMAQ Program Coordinator

Date: 

By: 

Title: State Traffic Roadway Engineer

Date: 

By: 

Title: Region 3 Manager

Date: 10/26/21

APPROVED AS TO LEGAL SUFFICIENCY

By: Serena D. Hewitt Via Email

Title: Assistant Attorney General

Date: 9/23/21

Agency Contact:
Jason Canady
Public Works Director
101 NW "A" Street
Grants Pass, OR 97526
541-450-6110
jcanady@grantspassoregon.gov

State Contact:
Justin Shoemaker
Transportation Project Manager
100 Antelope Road
White City, OR 97503
541-774-5376
Justin.d.shoemaker@odot.state.or.us
Resolution authorizing the execution of a grant agreement and restrictive covenant between AllCare Community Foundation (AllCare) and the City of Grants Pass (City) for state funds to facilitate the development of an urban campground in Grants Pass, Oregon.

Date: July 6, 2022

SUBJECT AND SUMMARY:

Execution of a Grant Agreement providing state funds to AllCare Community Foundation (AllCare) for the purchase and improvement of real property to be used as an urban campground within the City of Grants Pass, and a Restrictive Covenant ensuring that the real property is used exclusively for affordable housing.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of providing cooperative shared LEADERSHIP involving Council, staff and community.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council's discretion.

BACKGROUND:

In 2021, the Oregon Legislature passed Senate Bill 5561, which appropriated money from the state general fund to municipalities across Oregon to help support programs or services that address housing insecurity, lack of affordable housing, or homelessness. Earlier this year, the City executed a Grant Agreement with the State to receive $1,000,000 of these State funds.

As part of ongoing efforts to alleviate homelessness in the City, Council expressed interest in assisting in providing a low-barrier urban campground with a primary focus on case management and transitioning individuals out of homelessness. AllCare expressed a desire to partner with the City to select suitable real property for the urban campground and to administer the operations associated with an urban campground in conjunction with other community partners.

ITEM: 1.c. RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND RESTRICTIVE COVENANT BETWEEN ALLCARE COMMUNITY FOUNDATION (ALLCARE) AND THE CITY OF GRANTS PASS (CITY) FOR STATE FUNDS TO FACILITATE THE DEVELOPMENT OF AN URBAN CAMPGROUND IN GRANTS PASS, OREGON.
Staff Report (continued):

To facilitate this goal, Council proposed granting the State funds via a Grant Agreement to AllCare to purchase suitable real estate to be used for an urban campground and to contract for administration and operations. Additionally, to comply with our legal obligations regarding receipt and use of the State Funds for the urban campground, Council proposed that AllCare execute a Restrictive Covenant establishing that the real estate chosen for the urban campground will be exclusively used for affordable housing.

COST IMPLICATION:

Up to $1,000,000 in grant funding to AllCare.

ALTERNATIVES:

1. Approve the Grant Agreement, Restrictive Covenant, and resolution.
2. Approve the Grant Agreement, Restrictive Covenant, and resolution with modifications.
3. Deny the Grant Agreement, Restrictive Covenant, and resolution.

RECOMMENDED ACTION:

This action is at Council's discretion.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to execute the Grant Agreement and the Restrictive Covenant between the City and AllCare for the development of an urban campground in Grants Pass.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN ALLCARE
COMMUNITY FOUNDATION (ALLCARE) AND THE CITY OF GRANTS PASS (CITY)
FOR STATE FUNDS TO FACILITATE THE DEVELOPMENT OF AN URBAN
CAMPGROUND IN GRANTS PASS, OREGON.

WHEREAS,

1. The City is the recipient of State funds from the Oregon Legislature to help
support programs or services that address housing insecurity, lack of affordable
housing, or homelessness in the amount of $1,000,000; and

2. The City recognizes the need for affordable housing to alleviate the burdens of
homelessness in Grants Pass; and

3. AllCare desires to acquire property on which to provide an urban campground in
Grants Pass; and

4. The City desires to provide State funds to AllCare to acquire real property
suitable for an urban campground; and

5. AllCare represents that it is qualified, duly authorized, and willing to provide the
requested services of operating an urban campground.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is directed to execute the Grant Agreement attached as
Exhibit ‘A’ and the Restrictive Covenant attached as Exhibit ‘B’.

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 2022.

SUBMITTED to and _________________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of July 2022.

Sara Bristol, Mayor

ATTEST:

_________________________ Date submitted to Mayor: __________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney
GRANT AGREEMENT

Between
THE CITY OF GRANTS PASS
and
ALLCARE COMMUNITY FOUNDATION
FOR STATE FUNDS TO FACILITATE THE DEVELOPMENT OF AN URBAN CAMPGROUND IN GRANTS PASS, OREGON

THIS GRANT AGREEMENT (hereinafter “Agreement”) is made by and between the CITY OF GRANTS PASS, an Oregon municipal corporation (hereinafter “CITY”) and ALLCARE COMMUNITY FOUNDATION, an Oregon business corporation (hereinafter “GRANTEE”). CITY and GRANTEE are collectively referred to as the “Parties.”

This Agreement will commence when last executed by all Parties and remain in effect no later than ______________ unless terminated sooner by the Parties in writing.

WITNESSETH:

WHEREAS, CITY is the recipient of funds (hereinafter “State Funds”) from the Oregon Legislature to help support programs or services that address housing insecurity, lack of affordable housing, or homelessness; and

WHEREAS, CITY recognizes the need for affordable housing to alleviate the burdens of homelessness in Grants Pass; and

WHEREAS, GRANTEE desires to acquire property (hereinafter “Real Property”) on which to provide an Urban Campground in Grants Pass; and

WHEREAS, CITY desires to provide State Funds to GRANTEE to acquire Real Property suitable for an Urban Campground, subject to the conditions provided herein; and

WHEREAS, GRANTEE represents that it is qualified, duly authorized, and willing to provide the requested services of operating an Urban Campground; and

WHEREAS, CITY and GRANTEE desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. DEFINITIONS

1. SPECIFIC TERMS
   Unless the context otherwise requires, the following capitalized terms, whether singular or plural, will have the meanings set forth below:

   1.1. “Affordable Housing” means an urban campground, transitional housing, or any dwelling that occupying households can obtain for less than 30% of its gross income, including utilities, available to occupants with income less than 80% of the average median income.
1.2. “Capital Improvements” means improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

1.3. “Real Property” means the real property chosen as the location for the Urban Campground.

1.4. “State Funds” means all funds received from the State by CITY and allocated or disbursed to GRANTEE under this Agreement.

1.5. “Urban Campground” means the real property designated and made available to unhoused individuals for camping on a temporary basis, whether by tent, trailer, tiny home, pallet shelter, automobile, or recreational vehicle.

II. DISSEMINATION AND USE OF FUNDS

2. **GRAND TOTAL FUNDS TO BE DISSEMINATED TO GRANTEE**
   The grand total subaward of State Funds to be disseminated by CITY to GRANTEE as part of this Agreement will not exceed One Million Dollars exactly ($1,000,000.00).

3. **LIMITATIONS REGARDING THE USE OF FUNDS**
   GRANTEE will ensure that all expenditures utilizing State Funds received in accordance with this Agreement will be limited to purchasing and improving suitable Real Property. Such expenditures will include broker commissions, associated closing costs, escrow fees, insurance, title and recording fees associated with obtaining the Real Property.

4. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO GRANTEE**
   Upon approval of GRANTEE’s Proposed Purchase and Sale Agreement as described in Paragraph 6 of this Agreement, CITY will disseminate funds into an eligible escrow account to be used for all eligible expenditures therein within thirty (30) days of approval of the Proposed Purchase and Sale Agreement.

5. **RETENTION OF RECORDS**
   GRANTEE will retain and keep accessible to CITY all books, documents, papers, records, and correspondence that are directly related to this Agreement, the funds paid to GRANTEE, and any services delivered under this Agreement for a minimum of six (6) years. If there are unresolved audit or other questions at the end of the six-year period, GRANTEE will retain the records until the questions are resolved.

III. REAL PROPERTY TO BE USED FOR URBAN CAMPGROUND

6. **SUITABILITY OF REAL PROPERTY**
   The Real Property will conform to each of the following buffers and parameters:

6.1. The Real Property shall be buffered from any traditional public or private school.

   6.1.1 1,000 feet buffer if established in a Commercial zone.
6.1.2 750 feet buffer if established in a Business Park zone.
6.1.3 500 feet buffer if established in an Industrial zone.

6.1.4.1 Notwithstanding Paragraph 6.1., the buffer will be inapplicable to New Bridge High School located at the Rogue Valley Youth Correctional Facility.

6.2 The Real Property will be at least 300 feet from a Residential zone.
6.3 The Real Property will be at least 100 feet from any daycare or childcare facility.
6.4 The Real Property will be at least 300 feet from any recreational facilities or public parks.
6.5 The Real Property will be a minimum of one (1) acre, with access to City services.
6.6 The Real Property will be clear of environmental hazards.

6.7 The Real Property will be of the type and nature to support an Urban Campground which complies with provisions of the Americans with Disabilities Act of 1990, including all rules and regulations thereunder and all other applicable federal, state, and local disability rights legislation, as the same may be amended, modified, or supplemented from time to time.

7. CITY REVIEW OF PROPOSED PURCHASE AND SALE AGREEMENT
As a precondition to receiving and using State Funds, GRANTEE will present a Proposed Purchase and Sale Agreement for the Real Property to CITY.

7.1. CITY and GRANTEE are entitled to select no more than two (2) Oregon licensed real estate brokers each to opine on the value of the Real Property.

7.2. If CITY approves the Proposed Purchase and Sale Agreement for the purchase of the Real Property, CITY will deposit the purchase price into an escrow account as provided in Paragraph 4.

8. GRANTEE TO PURCHASE REAL PROPERTY; USE OF THE REAL PROPERTY; CONDITIONS
Upon CITY approval of the Proposed Purchase and Sale Agreement, GRANTEE will undertake to do all things as may be necessary or incidental to purchase the selected Real Property.

8.1. GRANTEE, CITY, the Seller, and the escrow company will enter into supplemental escrow instructions. The supplemental escrow instructions will stipulate that GRANTEE execute a Restrictive Covenant ("Covenant") on the Real Property, in favor of CITY as the benefiting party, ensuring that the Real Property be used for Affordable Housing. The form of the Covenant is attached as Exhibit A.
8.2. CITY will release the Covenant upon the completion any future sale of the Real Property described in Paragraph 11.1.

9. **GRANTEE TO OPERATE URBAN CAMPGROUND OPERATIONS**
GRANTEE agrees that the Real Property will be used for the purpose of providing a low barrier Urban Campground and those uses incidental to an Urban Campground, with a primary focus on case management and transitioning individuals out of homelessness. GRANTEE will provide Urban Campground on the Real Property for a minimum of six (6) years while a need exists for such services.

9.1. A lack of need for an Urban Campground at the Real Property will mean that less than 20% of the allocated spaces for living at the Real Property are occupied for a period of six (6) months.

9.2. GRANTEE will provide an Urban Campground in a transitionally focused manner consistent with all applicable industry standards and in a manner conducive to maintaining reasonably safe and healthy facilities.

9.2.1. GRANTEE agrees that no person will be denied services or be discriminated against in the provision of services based on race, color, national origin, sex, gender identity, religion, handicap, or age.

9.2.2. GRANTEE may enter into contracts or subcontracts as required to operate an Urban Campground pursuant to Paragraph 9.2.

9.2.3. Failure by GRANTEE or GRANTEE’s contractors or subcontractors to operate or provide an Urban Campground pursuant to Paragraph 9.2 will trigger CITY’s option to purchase the Real Property pursuant to Paragraph 10.

9.2.3.1. Notwithstanding Paragraph 9.2.3, CITY will provide GRANTEE with a written notice and opportunity to cure any alleged violations of Paragraph 9.2 that arise under its control. GRANTEE’s opportunity to cure will expire forty-five (45) days after receipt of the written notice. Such written notice to cure will conform to the requirements of Paragraph 14.4.

9.3. GRANTEE will be solely responsible for the operations and administration of the Urban Campground, including all maintenance, operational costs, fees, and applicable taxes.

10. **CITY OPTION TO PURCHASE REAL PROPERTY**
CITY will have the unilateral option to purchase the Real Property back from GRANTEE, or GRANTEE’s heirs, assigns, and successor-in-interest for $1.00, excluding the appraised value of any Capital Improvements made upon the Real Property by GRANTEE, other than those paid for by CITY, upon the occurrence of any of the following:

10.1. CITY or GRANTEE terminate this Agreement, or upon mutual termination;
10.2. A Material Breach by GRANTEE pursuant to Paragraph 15;

10.3. GRANTEE or GRANTEE’s heirs, assigns, or successor-in-interest fails to use the Real Property in conformance with Paragraph 9 and the opportunity to cure the violations outlined in Paragraph 9.2.3.1 have expired and no extension has been granted;

10.4. GRANTEE or GRANTEE’s heirs, assigns, or successor-in-interest fails to use the Real Property in conformance with the Covenant described in Paragraph 8.1;

10.5. A lack of need for the Urban Campground arises pursuant to Paragraph 9.1.

11. **SALE OF REAL PROPERTY**
  GRANTEE is not entitled to sell, convey, transfer, or otherwise encumber the Real Property without prior written approval from the CITY.

11.1. Notwithstanding Paragraph 11, GRANTEE will be entitled to sell, convey, or transfer the Real Property after operating an Urban Campground for a minimum of six (6) years pursuant to Paragraph 9.

11.2. All net proceeds realized from the future sale of the Real Property by GRANTEE will be reinvested into Affordable Housing within the Grants Pass city limits and the Urban Growth Boundary.

11.3. If GRANTEE subsequently purchases alternative real property using the proceeds described in Paragraph 11.2, GRANTEE will execute a Covenant substantially similar to the Covenant described in Paragraph 8.1.

**IV. TERMINATION AND REMEDIES**

12. **TERMINATION FOR CONVENIENCE**
  CITY will have the option, in its sole discretion, to terminate this Agreement at any time during the term hereof, for convenience and without cause, upon not less than ninety (90) days’ written notice to GRANTEE.

12.1. Notwithstanding Paragraph 12, CITY may not terminate this Agreement for convenience within three (3) years following the purchase of the Real Property.

13. **TERMINATION BY MUTUAL CONSENT**
  This Agreement may be terminated at any time by the mutual consent of the Parties, provided that such consent to terminate is in writing and signed by each of the Parties.

14. **TERMINATION AND DEFAULT FOR CAUSE**
  Either party may terminate this Agreement, effective upon delivery of ninety (90) days’ written notice to the other party, upon the occurrence of any of the following:

14.1. Changes in federal or state law or regulations abrogate or disallow procurement of GRANTEE’s services under this Agreement;
14.2. Any letter of approval, license, or certificate required by law or regulation to be held by GRANTEE in order to provide services under this Agreement is denied, revoked, suspended, or not renewed; or

14.3. One of the Parties fails to perform under this Agreement, and after receipt of written notice from the other party, fails to correct such failure within forty-five (45) days or such other period as may be required. Written notice will specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within 45 days, but curative action is undertaken with reasonable diligence and in good faith to cure the breach as soon as practicable, then such breach will not constitute a default.

15. DEFAULT; MATERIAL BREACH
Either party may declare a default immediately upon the occurrence of a material breach by the other party. A material breach is one that substantially impairs the contractual relationship of the Parties to provide Urban Campground services in accordance with this Agreement. Material breaches include but are not limited to: A) Intentional acts or omissions that jeopardize the health, safety, or security of any person; B) Misuse of funds; C) Intentional falsification of records; D) Malfeasance by either party's officers, agents, or employees; E) Intentional refusal to comply with the provisions of this Agreement; and F) A pattern of repeated non-material breaches.

16. CITY REMEDIES FOR TERMINATION
Upon receipt of written notice of termination from CITY, GRANTEE will take steps to withdraw from the Real Property and wind down all Urban Campground operations within ninety (90) days. CITY will be entitled to purchase the Real Property from GRANTEE pursuant to Paragraph 10.

17. GRANTEE REMEDIES FOR TERMINATION
If this Agreement is terminated for any reason other than a Material Breach by GRANTEE pursuant to Paragraph 15, CITY will reimburse GRANTEE for all reasonable expenses actually incurred by or charged to GRANTEE attributable to termination, including but not limited to reasonable termination or demobilization charges or expenses actually charged to GRANTEE by its subcontractors, and the appraised costs of any Capital Improvements made upon the Real Property by GRANTEE. From and after the date of termination, GRANTEE will not be liable to CITY for any services provided by any subsequent entity, and GRANTEE shall have no further obligations under this Agreement.

V. MISCELLANEOUS PROVISIONS

18. INDEPENDENT CONTRACTOR
Each party under this Agreement will be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the Parties. GRANTEE
will not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of CITY for any purpose.

19. **HOLD HARMLESS AND INDEMNIFICATION**
GRANTEE agrees to defend, indemnify, and hold CITY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of GRANTEE, its officers, directors, employees, and/or agents relating to GRANTEE’s performance or failure to perform under this Agreement. This section will survive the expiration or termination of this Agreement.

20. **COMPLIANCE WITH LAWS AND GUIDELINES**
GRANTEE will comply with all federal, state, and local laws and all requirements and set forth regarding the usage of all State Funds.

21. **MAINTENANCE AND AUDIT OF RECORDS**
GRANTEE will maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records will be subject to inspection, review, and audit by CITY or its designees at any time. If it is determined during the audit that GRANTEE made unallowable expenditures of State Funds under this Agreement, GRANTEE agrees to promptly reimburse CITY for such payments upon request.

22. **AMENDMENT**
No amendment or modification to the Agreement will be effective without prior written consent of the authorized representatives of the parties.

23. **GOVERNING LAW; VENUE**
The Agreement will be governed in all respects by the laws of the State of Oregon, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Josephine County, Oregon.

24. **NON-WAIVER**
No failure on the part of CITY to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof, nor will any single or partial exercise by CITY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to CITY at law or in equity.

25. **ASSIGNMENT**
GRANTEE will not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of CITY.
26. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement between CITY and GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

27. **NO THIRD-PARTY BENEFICIARIES**
Nothing herein will or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement.

28. **SEVERABILITY**
If one or more provisions of this Agreement is determined to be invalid by any court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect and the invalid provisions will be deemed deleted.

29. **COUNTERPARTS**
This Agreement may be executed in one or more counterparts, any of which will be deemed an original, but all of which together will constitute the same instrument.

30. **AUTHORIZATION**
Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

---

City of Grants Pass
By: Aaron Cubic, City Manager
Date: ____________________

AllCare Community Foundation
By: ____________________, President
Date: ____________________

STATE OF OREGON
)
)

County of

Acknowledged before me by Aaron Cubic, City Manager of the City of Grants Pass, on the ___ day of ______________, 2022.

Notary for State of Oregon
My Commission Expires: ______________
STATE OF OREGON

County of

Acknowledged before me by ______________________, President of Allcare Community Foundation, on the ____ day of _____________, 2022.

________________________
Notary for State of Oregon
My Commission Expires: ____________
Exhibit A (form of restrictive covenant)

After recording, return to:
City of Grants Pass
c/o City Attorney
101 NW A Street
Grants Pass, OR 97526

RESTRICTIVE COVENANT AND OPTION TO PURCHASE

WHEREAS, the City of Grants Pass ("City") is the recipient of funds ("State Funds") from the Oregon Legislature to help support programs or services that address housing insecurity, lack of affordable housing, or homelessness; and

WHEREAS, the City has entered into a Grant Agreement with AllCare Community Foundation ("AllCare") to provide State Funds to purchase real property ("Real Property") to operate an Urban Campground for the homeless; and

WHEREAS, AllCare has purchased the Real Property located at ___________________________
and described in Exhibit A and incorporated herein by reference; and

WHEREAS, the Grant Agreement requires that AllCare execute a Restrictive Covenant ("Covenant") in favor of the City as the benefitting party, ensuring that the Real Property is used for Affordable Housing; and

WHEREAS, the Covenant is made for the purpose of establishing that the Real Property will be used for Affordable Housing; and

WHEREAS, the parties desire to execute and record this Covenant to ensure that the Real Property is used as intended, and to provide the City the option to repurchase the Real Property pursuant to the Grant Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals and the Grant Agreement, including all definitions and terms in the Grant Agreement, are incorporated herein by reference, and made a part of this Covenant.
2. The Real Property will be used exclusively for Affordable Housing as defined in the Grant Agreement.
3. AllCare will operate an Urban Campground on the Real Property for a minimum of six (6) years while a need exists for such services or until a time to be determined by the parties.
4. Upon written approval from the City, AllCare is permitted to make Capital Improvements upon the Real Property. Issuance of a building permit by the City for improvements to the Real Property will constitute the City’s approval.
5. If AllCare is no longer using the Real Property pursuant to the Grant Agreement, the City will have the option to purchase the Real Property pursuant to the Grant Agreement.
6. In the event the City desires to exercise its option, the City will provide 90 days written notice to AllCare, and closing will occur no later than 120 days after such notice.
7. This Covenant will not be subordinate to any mortgages or trust deeds.
8. The City will have no responsibility to provide funding to operational costs associated with the Urban Campground.
9. This Covenant is for the express benefit of the City and may not be revoked or remised except by written instrument, duly executed by the City.

10. This Covenant will run with the land and bind the heirs, successors, and assigns of the parties hereto.

City of Grants Pass
By: Aaron Cubic, City Manager
Date: _____________

AllCare Community Foundation
By: _____________, President
Date: _____________

STATE OF OREGON   )
) ss
County of         )

Acknowledged before me by Aaron Cubic, City Manager of the City of Grants Pass, on the ___ day of _____________, 2022.

Notary for State of Oregon
My Commission Expires: _____________

STATE OF OREGON   )
) ss
County of         )

Acknowledged before me by _____________, President of AllCare Community Foundation, on the ___ day of _____________, 2022.

Notary for State of Oregon
My Commission Expires: _____________
Resolution authorizing the City Manager to purchase a replacement multi-purpose fire apparatus.

Date: July 6, 2022

SUBJECT AND SUMMARY:
Consider a resolution authorizing the City Manager to purchase a replacement multi-purpose fire apparatus for the Grants Pass Fire Rescue Department.

RELATIONSHIP TO COUNCIL GOALS:
This supports the Council's goals to ENHANCE COMMUNITY SAFETY by ensuring that fire infrastructure is operated and maintained and LEADERSHIP by ensuring that major purchases are made in a cost-effective and fiscally-sound manner.

CALL TO ACTION SCHEDULE:
Call to action schedule: July 6, 2022.

BACKGROUND:
In 2008, three Pierce Manufacturing fire apparatus were purchased as part of the bond issued to construct two new Public Safety Stations. The three apparatus went into service and two of the three existing apparatus were designated as reserve pumper. The third apparatus was past its service life and was sold.

Expected service life for a pumper in the Fire Rescue Department is between 20 and 25 years depending on a number of factors. These factors include maintenance schedule, idle hours, miles driven and quality of original manufacturer and parts. One of the City's existing reserves is now 22-year-old and nearing end of service life. In addition, the two primary apparatus are approaching 14 years old and should soon be considered for moving to reserve status.

Fleet personnel have evaluated current practices, equipment condition and National Fire Protection Association (NFPA) guidelines and recommends that fire apparatus spend between 10 and 12 years in primary service and an additional 10 to 12 years in reserve status. With three apparatus purchased in one year, this schedule will be difficult to meet. Staff has recommended that one apparatus be replaced this year to help facilitate meeting this schedule. Procurement for the third apparatus will need to begin in the next budget year.

In 2018, staff evaluated purchasing through Sourcewell, a national cooperative purchasing agency. Oregon purchasing code and Grants Pass policy allows for cooperative purchases when the original purchase has been competitively bid. At that time, pricing that was solicited was nearly double what had been paid in 2008 so staff made the decision to solicit elsewhere for quotes for the new apparatus. September 2018, a Request for Proposals (RFP) was issued to solicit quotes from fire apparatus suppliers.

ITEM: 1.d. RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A REPLACEMENT MULTI-PURPOSE FIRE APPARATUS.
Staff Report (continued):

Responses to the RFP were due on October 11, 2018, and only one proposal was received.

The delivered price, before potential discounts were applied, was higher than the Sourcwell pricing received months earlier. Upon investigation, the cost received by the City through the RFP was the same as Sourcwell pricing, however a factory price increase had occurred between receiving the cooperative purchase price and the RFP pricing.

As it is not time to replace a second engine, staff and the Fire Rescue Department solicited pricing from Hughes Fire Equipment, Inc., utilizing cooperative purchase agreements through Sourcwell. Pricing as of June 3, 2022, is below and represents an apparatus similar to existing units. Discounts for early payment have been offered by the manufacturer and staff is recommending to take advantage of these discounts per the schedule below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Pierce Impel PUC Pumper NH796</td>
<td>$860,717</td>
</tr>
<tr>
<td>Less Discount for Chassis Progress Payment in the Amount of $351,049</td>
<td>($12,662)</td>
</tr>
<tr>
<td>Less Payment at time of completion at the factory Discount</td>
<td>($8,801)</td>
</tr>
<tr>
<td>Less 100% pre-payment Discount</td>
<td>($25,902)</td>
</tr>
<tr>
<td><strong>Subtotal including all pre-payment Discounts</strong></td>
<td><strong>$813,352</strong></td>
</tr>
</tbody>
</table>

Applying all early payment discounts will reduce the price to $813,352; a savings of $47,365.

The apparatus specified meets all of the required needs of the Fire Rescue Department today and in the future. The manufacturer is known to the Fire Rescue Department and produces the same equipment currently owned by the City. This standardization will decrease staff training time and increase staff proficiency in operating the new apparatus. Standardization will also benefit fleet personnel as they already are familiar and trained on the manufacturers' apparatus.

COST IMPLICATION:

Revenue Source: Currently, there is sufficient funding to pay for the purchase of the new apparatus. $813,352 will be funded through the Fire Rescue Department Equipment Replacement Fund.
Staff Report (continued):

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to purchase a replacement fire apparatus from Hughes Fire Equipment, Inc.;
2. Council could decide not to approve the purchase of a replacement fire apparatus; or
3. Council could direct staff to generate a RFP to solicit bids for the replacement fire apparatus.

RECOMMENDED ACTION:

It is recommended that Council approve the resolution authorizing the City Manager to purchase a replacement fire apparatus for the Fire Rescue Department.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to purchase a replacement fire apparatus for the Fire Rescue Department.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO PURCHASE A REPLACEMENT MULTI-
PURPOSE FIRE APPARATUS.

WHEREAS:

1. The City owns three identical Pierce Pumpers that are approaching the mid-
range of their service life; and

2. The City has previously moved one of the fire apparatus to reserve status,
showings good leadership of the City’s costly fire infrastructure; and

3. Three years after procurement of the last engine, it is time to replace a second of
the three identical apparatus; and

4. Several apparatus purchase options were examined, including potential co-
operative purchase agreements; and

5. Cooperative purchasing agreements will expedite the procurement and likely
save the City funds mitigating potential future price increases; and

6. The Fire Rescue Department has sufficient funds for the fire apparatus purchase
within the Equipment Replacement Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to purchase a replacement multi-purpose fire
apparatus for the Fire Rescue Department, from Hughes Fire Equipment, Inc., at a
purchase price of $813,352 after discounts have been applied.

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 2022.

SUBMITTED to and ________________ by the Mayor of the City of Grants Pass,
Oregon, this ____ day of July 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Approved as to form Augustus Ogu, City Attorney

Date submitted to Mayor: ___________________
EXHIBIT A

June 3, 2022
Grants Pass Fire Department, OR
One (1) Impel PUC Pumper NH796
Build Location: Appleton, WI

Proposal Price $860,717.00
Less chassis progress payment discount (12,662.00)
Less payment upon completion @ factory discount (8,801.00)
Less 100% pre-payment discount (25,902.00)
Subtotal including all pre-pay discounts $813,352.00

Terms:

Price Expiration: The above pricing is valid for 90 days.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 24 to 28 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of $422,056.00 will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. Payment Upon Completion at Factory Discount: If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 90 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond $2,104.00 may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, $5,000.00 may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: One (1) factory inspection trip for two (2) customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip $2,025.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. All purchase orders shall be made out to Hughes Fire Equipment Inc.
<table>
<thead>
<tr>
<th>Line</th>
<th>Option</th>
<th>Type</th>
<th>Option Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>07686589</td>
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<td>Boiler Plates, PUC Pumper</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Fire Department/Customer - Grants Pass Department of Public Safety Operating/In conjunction W-Service Center - Operating Miles - 150 Miles Number of Fire Dept/Municipalities - 25 Bidder/Sales Organization - Hughes Fire Equipment, Inc. Delivery - A video shall be provided with the apparatus to provide personnel with instruction in the proper operation, care and maintenance of the delivered truck. This video shall be specific to the delivered vehicle. Dealership/Sales Organization, Service - Hughes Fire Equipment, Inc.</td>
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<td>Vehicle Destination, US</td>
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<td>Agency, Apparatus Certification, Pumper/Tanker, U.L.</td>
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<td>Line</td>
<td>Option</td>
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<td>Option Description</td>
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<td>Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf</td>
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<td>Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle</td>
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<td>Axle Hub Covers w/center hole, S/S, Front Axle</td>
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<td>Axle Hub Covers, Rear, S/S, High Hat (Pair)</td>
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<td>Covers, Lug Nut, Chrome</td>
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<td>Mud Flap, Front and Rear, Pierce Logo</td>
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<td>Brakes, Knorr/Bendix 17&quot;, Disc, Front, TAK-4</td>
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<td>Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature</td>
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<td>Clutch, Fan, Air Actuated, Horton Drive Master</td>
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<td>Heater, 1000 watt Immersion, Connect to Shoreline</td>
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<td>Air Intake, w/Ember separator, Imp/Vel</td>
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<td>Radiator, Impel/Velocity</td>
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<td>Cooling Hoses, Rubber</td>
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<td>Guard, Mesh, Radiator **</td>
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<td>Lines, Fuel</td>
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<td>Shutoff Valves, Fuel Line @ Primary Filter, Cummins</td>
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<td>Cooler, Chassis Fuel, Not Req'd</td>
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<td>Light, Overhead Compt - Pierce, Horizontal Mounted</td>
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<td>Upholstery, Seats In Cab, All Vinyl, USSC, CARE</td>
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<td>142</td>
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<td>Color, Cab Interior Vinyl/Fabric - m) Gray</td>
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<td>Bracket, Air Bottle, Hands-Free II, Cab Seats</td>
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<td>Riser, Fwd Facing C/C Seats Raised 4.00&quot;, w/Raised Roof Cab Only, PUC</td>
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<td>Seat Belt, ReadyReach</td>
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<td>Seat Belt Color - Red</td>
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<td>Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF</td>
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<td>Not Required, Overhead Map Lights</td>
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<td>148</td>
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<td>Spotlight, Golight Stryker, Model 30**4ST, LED, 1 Lt</td>
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<td>Location - centered behind the light bar</td>
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<td>Color, GoLiT - Black</td>
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<td>Bracket, Spotlight - Pedestal - 1 Lt</td>
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<td>Location, Spotlight Controller, Driver and Officer, 1 Lt</td>
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<td>Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification</td>
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<td>Cab Instruments, Blk Gags, Blk Bez, Impel 2010</td>
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<td>Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX</td>
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<td>Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX</td>
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<td>Location, Emerg Sw Pnls - Driver's Side Overhead</td>
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<td>Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity</td>
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<td>Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st</td>
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<td>12vdc power from - Battery direct</td>
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<td>Location - (1) forward of panel 9 and (1) officer side of the lower console (per customer approved cab layout)</td>
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<td>162</td>
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<td>12vdc power from - Battery direct</td>
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<td>Location - (1) low on B pillar wall behind Officer's seat, (1) behind the center, forward facing crew seats with 60° service loop, and (1) high on the upper, forward wall of the RS3 compartment</td>
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<tr>
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<td>Location - switch panel #9 with 12&quot; of service loop</td>
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<td>163</td>
<td>0566101</td>
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<td>Recess, Dash Panel, Officer Side, Vel/Imp</td>
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<td>164</td>
<td>0693794</td>
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<td>Instrument Panel Layout, Match Existing</td>
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<td>Vehicle Information Center, LCD On Gauge Cluster w/7&quot; Color Disp, Touchscreen, Imp</td>
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<td>Location, CZ Display - DS Instrument Panel, Impel Camera System System Of Measurement - US Customary</td>
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<td>Collision Mitigation, HAAS Alert (R2V), HA5</td>
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<td>Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription</td>
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<td>167</td>
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<td>Vehicle Data Recorder w/CZ Display Seat Belt Monitor</td>
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<tr>
<td>168</td>
<td>0745192</td>
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<td>Intercom, David Clark, 5-Pos, 3-Radio, (D.O,RPTT), 200C, (P, Radio Belt Station)</td>
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Location - to be determined at the preconstruction conference Location, Intercom, C Cab - 2) 2 forward facing seats
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<td>Location - driver, officer and both crew seat positions</td>
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<td>Pierce Command Zone, Advanced Electronics &amp; Control System, Impel, WiFi</td>
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<td>Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super</td>
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<td>Shoreline Connection - the battery charger, engine heater and any interior 120V receptacles</td>
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<td>Headlights, Red LED, HiViz FT-4XS-4KIT, AXT/DCF/Enf/Imp/Sab/Vel</td>
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<td>Light, Directional, Wn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qm/DCF</td>
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<td>Bracket, License Plate &amp; Light, Weldon 9186-23882-30 Incand, Temp Under Tailbrd Location - driver</td>
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<td>Switch, Back-Up Alarm Override</td>
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<td>Control, Perimeter Lts - DS Switch Panel, Parking Brake Applied, DS Dir Lt to DS Side Lts, 10 Sec Del and PS Dir Lt to PS Side Lts, 10 Sec Del</td>
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<td>Location, Additional Perimeter Lights - Under Compt D1, 1lt and Under Compt P1, 1lt</td>
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<td>Location, Additional Perimeter Lights - Under Compt D1, 1lt and Under Compt P1, 1lt</td>
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<td>Light, Roof Mt, HiViz, FT-B-72-3PKIT-*</td>
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<td>Location, driver's/passenger's center - 1DS 30 Deg Left, 1 Forward &amp; 1PS 30 Deg Right</td>
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<td>Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS</td>
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<td>Color, Lt Housing HiViz - Job Color</td>
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<td>Lights, HiViz FT-GEM LED 2nd&lt;br&gt;Location - high on the cab, aft of the RS (officer) cab door&lt;br&gt;Qty. - 01&lt;br&gt;Control, Scene Lts - RS Scene Lts Body&lt;br&gt;Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix</td>
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<td>Lights, HiViz FT-GEM LED 1st&lt;br&gt;Location - high on the cab, aft of the LS (driver) cab door&lt;br&gt;Qty. - 01&lt;br&gt;Control, Scene Lts - LS Scene Lts Body&lt;br&gt;Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix</td>
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<td>Lights, HiViz FT-GEM LED 2nd&lt;br&gt;Location - one each fore and aft of the upper RS (officer) body sheet&lt;br&gt;Qty. - 02&lt;br&gt;Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS&lt;br&gt;Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix</td>
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<td>Lights, Hose Bed, Sides, Dual LED Light strips</td>
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<td>Lights, Rear Scene, HiViz, FT-GSM LED 21ts&lt;br&gt;Location, Lights - high, one each side of the rear body bulkhead&lt;br&gt;Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS, Pump Panel DS and Body Switch, DS Rear Bulkhead SS</td>
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<td>Lights, Walk Surf, FRP Flood, LED</td>
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<td>Sleeve, Through Tank&lt;br&gt;Qty. Sleeve - 2&lt;br&gt;Water Tank Sleeve - Plumbing/ Hydraulic Diameter - 3&quot; Plumbing</td>
<td>2</td>
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<tr>
<td>217</td>
<td>0553725</td>
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<td>Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export</td>
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<tr>
<td>218</td>
<td>0003429</td>
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<td>Not Required, Direct Tank Fill</td>
<td>1</td>
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<td>219</td>
<td>0003424</td>
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<td>Not Required, Dump Valve</td>
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<td>220</td>
<td>0048710</td>
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<td>Not Required, Jet Assist</td>
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<td>221</td>
<td>0030007</td>
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<td>Not Required, Dump Valve Chute</td>
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<td>222</td>
<td>0514778</td>
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<td>Not Required, Switch, Tank Dump Master</td>
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<td>223</td>
<td>0597043</td>
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<td>Body Height, PUC/HDRP&lt;br&gt;Body Height - 92.00&quot;</td>
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<tr>
<td>224</td>
<td>0683290</td>
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<td>Hose Bed, Aluminum, Pumper, PUC, 67 LHB</td>
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<tr>
<td>225</td>
<td>0723340</td>
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<td>Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP</td>
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<tr>
<td>226</td>
<td>0003481</td>
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<td>Hose Bed Capacity, Special&lt;br&gt;Capacity, Hosebed - 200' of 2.5&quot;, 200' of 3&quot;, 400' of 3&quot;, 600' of 5&quot;</td>
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<tr>
<td>227</td>
<td>0003488</td>
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<td>Divider, Hose Bed, Unpainted</td>
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<tr>
<td>228</td>
<td>0689785</td>
<td>SP</td>
<td>Divider, 25&quot; Hose Bed, Unpainted, Additional, PUC&lt;br&gt;Qty. - 02</td>
<td>2</td>
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<tr>
<td>229</td>
<td>0755029</td>
<td>SP</td>
<td>Special Split and Dual Extrusions, Hose Bed Rear **</td>
<td>1</td>
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<tr>
<td>230</td>
<td>0783407</td>
<td>SP</td>
<td>Cover, Hose Bed, Roller Shutter, Pumper, Special Rear Flap, Lift-A-Dot (Top)&lt;br&gt;Color, Vinyl Cover - a) red&lt;br&gt;Location - female to be attached to the lower cover with minimal length of attachment webbing, male to be attached to the base of the hose bed with enough webbing to allow the buckle to hang below the hose bed on the back of the body&lt;br&gt;Type of fastener, Rear - seat belt buckle - bottom of hosebed</td>
<td>1</td>
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<tr>
<td>231</td>
<td>0515525</td>
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<td>Not Required, Running Boards, PUC</td>
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<td>232</td>
<td>0754001</td>
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<td>Tailboard, 16&quot; Deep, Full Width, Hinged Center, Ang Corners, PUC</td>
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<td>233</td>
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<td>Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP</td>
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<tr>
<td>Line</td>
<td>Option</td>
<td>Type</td>
<td>Option Description</td>
<td>Qty</td>
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<td>234</td>
<td>0003531</td>
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<td>Tow Bar, Under Tailboard</td>
<td>1</td>
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<tr>
<td>235</td>
<td>0856764</td>
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<td>Construction, Compt, Alum, Pumper, PUC</td>
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<tr>
<td>236</td>
<td>0503804</td>
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<td>LS 189' Rollup, (1) 62&quot; Fwd, (1) 52&quot; Rr, Full Height &amp; Depth Front &amp; Rear, PUC Width, PUC Pump Operators Panel Partition - 2.5'</td>
<td>1</td>
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<td>237</td>
<td>0503803</td>
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<td>RS 189' Rollup, (1) 62&quot; Fwd, (1) 52&quot; Rr, Full Height &amp; Depth Front &amp; Rear, PUC</td>
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<tr>
<td>238</td>
<td>0594005</td>
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<td>Doors, Rollup, Amor, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Locking, 751, Cabs, AXT/Qtm/Dash CF/Saber FR/Enf</td>
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<tr>
<td>239</td>
<td>0599445</td>
<td></td>
<td>Compt, Rear, Rollup, 33.50&quot; FF, w/Tailboard, PUC/HDRP</td>
<td>1</td>
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<tr>
<td>240</td>
<td>0593958</td>
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<td>Door, Amor, Rollup, Rear Compartment, PUC Color, Roll-up Door - AMDOR Satin Aluminum Latch, Roll-up Door - Locking, 751, Cabs, AXT/Qtm/Dash CF/Saber FR/Enf</td>
<td>1</td>
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<tr>
<td>241</td>
<td>0672941</td>
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<td>Scuffplate, Brushed S/S Front of Body, PUC</td>
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<tr>
<td>242</td>
<td>0758177</td>
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<td>Scuffplate, S/S, Under Crosslay Module, PUC Material Trim/Scuffplate - b) S/S, Brushed</td>
<td>1</td>
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<tr>
<td>243</td>
<td>0732709</td>
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<td>Pull Strap for Rollup Doors, Special Length Qty, Door Accessory - 02 Location, Door Accessory - LS4 and RS4 crosslay area doors Color, Strap - Black Length, Pull Strap - 14.00&quot;</td>
<td>2</td>
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<tr>
<td>244</td>
<td>0616670</td>
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<td>Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts</td>
<td>1</td>
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<tr>
<td>245</td>
<td>0657244</td>
<td></td>
<td>Lights, Compt, Pierce, LED Light Strip, 42&quot;, Additional Location, Lights - (1) LS and (1) RS crosslay door opening Qty, - 02</td>
<td>2</td>
</tr>
<tr>
<td>246</td>
<td>0539082</td>
<td></td>
<td>189&quot; Hatch, (2) Lift-up, 21&quot; Wide, Both Sides, Shortened for Cargo Area, PUC Size, Hatch Compt, Height - 22.00&quot; Trim, Body/Hatch Compt Seam, Horizontal, Pair - Painted Formed Aluminum Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Extrusion Matting, Floor, Hatch Compt - Rubber Matting Handrails, Hatch Step Area, (1) Curved &amp; (1) Straight</td>
<td>1</td>
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<tr>
<td>247</td>
<td>0733406</td>
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<td>Lights, Hatch Compt, LED Strip Light, 189&quot;, Both Sides</td>
<td>1</td>
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<tr>
<td>248</td>
<td>0688124</td>
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<td>Shelf Tracks, Recessed, PUC/3rd Generation</td>
<td>1</td>
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<tr>
<td>249</td>
<td>0687145</td>
<td></td>
<td>Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 05 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - LS1-Transition Point, RS3-Centered, RS3-Upper Third, LS2-Centered and LS1-Upper Third Shelves, Adjustable, Low/Special Side Height, 3G Qty, Shelf - 01 Location, Shelf - (1) in the RS3 directly above the Little Giant ladder storage Shelf, Low Side Height, Front - 1&quot; Down-Turned Flange Shelf, Low Side Height, Rear - 2&quot; Material Finish, Shelf - Painted - Spatter Gray Shelf, Low Side Height, Right &amp; Left - 2&quot;</td>
<td>5</td>
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<tr>
<td>250</td>
<td>0600350</td>
<td></td>
<td>Shelf, Low Side Height, Front - 1&quot; Down-Turned Flange Shelf, Low Side Height, Rear - 2&quot; Material Finish, Shelf - Painted - Spatter Gray Shelf, Low Side Height, Right &amp; Left - 2&quot;</td>
<td>1</td>
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<tr>
<td>251</td>
<td>0625885</td>
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<td>Tray, 500 lb Slide-out, 2&quot; Sides - Adj. Height, Predefined Locations Qty, Tray (slide-out) - 01 Location, Shelves/Trays, Predefined - RS1-Centered Material Finish, Tray - Painted - Spatter Gray</td>
<td>1</td>
</tr>
<tr>
<td>252</td>
<td>0709689</td>
<td></td>
<td>Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 01 Location, Shelves/Trays, Predefined - RS1-Centered Material Finish, Tray - Painted - Spatter Gray</td>
<td>1</td>
</tr>
<tr>
<td>253</td>
<td>0709692</td>
<td></td>
<td>Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 01 Location, Shelves/Trays, Predefined - RS1-Centered Material Finish, Tray - Painted - Spatter Gray</td>
<td>1</td>
</tr>
<tr>
<td>254</td>
<td>0647044</td>
<td></td>
<td>Tray, Floor Mounted, Slide-Out, w/Side Slides, FW/FD, 500lb, 2.00&quot; Sides, 3G Qty, - 03 Location - LS1, LS3, and RS1 Material - paint to match compt interior</td>
<td>3</td>
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<tr>
<td>Line</td>
<td>Option</td>
<td>Type</td>
<td>Option Description</td>
<td>Qty</td>
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<tr>
<td>255</td>
<td>0669236</td>
<td>SP</td>
<td>Toolboard, Swing-out, Alum., 188&quot;, Peg Board, No Adj Tracks, Addtl</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Finish - Painted, Compt Interior, Spatter Gray</td>
<td>1</td>
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<td></td>
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<td>location - in the RS2 compartment</td>
<td></td>
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<td></td>
<td></td>
<td>Qty - 1</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Location, Pivot - Back</td>
<td></td>
</tr>
<tr>
<td>256</td>
<td>0544614</td>
<td></td>
<td>Toolboard, Swing-out, Alum., 188&quot;, Peg Board, 3G</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty - 1</td>
<td></td>
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<td></td>
<td>Location, Pivot - Front</td>
<td></td>
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<td></td>
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<td></td>
<td>Mounting, Toolboard - Adjustable Ft-back</td>
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<td></td>
<td></td>
<td>Hole Diameter, Pegboard/Toolboard - .203&quot; diameter</td>
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<td></td>
<td></td>
<td></td>
<td>Finish, Pegboard/Toolboard - Painted - Spatter Gray</td>
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<td></td>
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<td></td>
<td>Location, Toolboard - RS2</td>
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<tr>
<td>257</td>
<td>0757760</td>
<td>SP</td>
<td>Toolboard, Alum., 188&quot;, Peg Board, Added to Slide-Out Tray, &quot;L&quot; Shaped</td>
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<td></td>
<td></td>
<td></td>
<td>Qty - 01</td>
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<td></td>
<td></td>
<td></td>
<td>location - LS3</td>
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<td></td>
<td>Hole Diameter, Pegboard/Toolboard - .203&quot; diameter</td>
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<td></td>
<td></td>
<td></td>
<td>Finish, Pegboard/Toolboard - Painted - Spatter Gray</td>
<td></td>
</tr>
<tr>
<td>258</td>
<td>0062168</td>
<td></td>
<td>Cable Release, Tilt Tray, IAT Std Latches</td>
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<tr>
<td></td>
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<td></td>
<td>Location - for the slide out/tilt down tray in the RS1 compartment</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty, Comp. Accessory - 01</td>
<td></td>
</tr>
<tr>
<td>259</td>
<td>0582722</td>
<td></td>
<td>Trough, Equipment Mounting, Compt Above Crosslalys</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty, Comp. Accessory - 02</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Size #1 to hold high rise hose bundle, #2 to hold miscellaneous</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>hardware. Dimensions to be 5.75&quot; clear opening and height to be as tall as practical while allowing easy removal</td>
<td></td>
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<tr>
<td>260</td>
<td>0013202</td>
<td></td>
<td>Strap, Nylon w/Velcro</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Location - for both ends of the two troughs located in the upper cross lay area</td>
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<tr>
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<td>Qty, - 04</td>
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<tr>
<td>261</td>
<td>0696957</td>
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<td>Hitch, Receiver, Sides, Under Body, Pumper</td>
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<tr>
<td>262</td>
<td>0063064</td>
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<td>Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body</td>
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<tr>
<td>263</td>
<td>0615441</td>
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<td>Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen</td>
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<td>264</td>
<td>0602347</td>
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<td>Material Finish, Fender Liner - Painted Lower Body</td>
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<tr>
<td></td>
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<td>Hose, Hard Suction, Provided by Fire Department, Pumper NFPA 2016</td>
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<td></td>
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<td>Classification</td>
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<td>Qty, Hard Suction Hose - 2</td>
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<td>Length, Hard Suction Hose - 11</td>
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<td>Diameter, Hard Suction Hose - 6.00&quot;</td>
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<td></td>
<td>Type of Hose Ends, Coupling, HSH - Long Handle</td>
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<td>265</td>
<td>0528089</td>
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<td>Troughs, Hard Suction, In 21&quot; Hatch Compartment, PUC</td>
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<tr>
<td></td>
<td></td>
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<td>Location, driver's/passenger's/center - Right Side</td>
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<td></td>
<td>Door, Material &amp; Finish, Storage - Aluminum Treadplate</td>
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<td>Latch, Door, Storage - &quot;D&quot; Handle Latch</td>
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<td>Qty - 2</td>
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<td>266</td>
<td>0527021</td>
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<td>Handrails Located @ Front Body</td>
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<td>267</td>
<td>0684888</td>
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<td>Handrails, Rear, PUC/HDRP</td>
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<tr>
<td>268</td>
<td>0810196</td>
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<td>Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed</td>
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<td>Handrail Finish - Black Rubber Covered</td>
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<td>Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar</td>
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<tr>
<td>269</td>
<td>0636301</td>
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<td>Compt, Extinguisher (2) Fender Panel, Triangular Door</td>
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<td>Location, Bracket/comp. - in the DS forward fender panel</td>
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<td>Qty, - 1</td>
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<td></td>
<td>Door Finish, Fender Compt - Polished</td>
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<td>Latch, Air Bottle Compt - Flush Lift &amp; Turn</td>
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<td></td>
<td>Insert, Air Bottle Compt - Dura-Surf Lining and Strap</td>
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<tr>
<td>270</td>
<td>0657522</td>
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<td>Compt, Air Bottle, Triple, Fender Panel</td>
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<td>Qty, Air Bottle Comp - 2</td>
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<td>Door Finish, Fender Compt - Polished</td>
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<td>Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear</td>
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<td>Latch, Air Bottle Compt - Flush Lift &amp; Turn</td>
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<td>Insert, Air Bottle Compt - Dura-Surf Lining</td>
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<tr>
<td>271</td>
<td>0004225</td>
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<td>Ladder, 24' Dcu-Safety 900A 2-Section</td>
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<td>272</td>
<td>0004230</td>
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<td>Ladder, 14' Dcu-Safety 775A Roof</td>
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<tr>
<td>Line</td>
<td>Option</td>
<td>Type</td>
<td>Option Description</td>
<td>Qty</td>
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<tr>
<td>273</td>
<td>0649878</td>
<td>SP</td>
<td>Rack, Ladders, In LS Full Depth Body, PUC, Spcl Ladder Mount</td>
<td>1</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Fill in Blank - standard ladder foot orientation but flip the 24' extension</td>
<td></td>
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<td>ladder so that the fly section is outboard facing</td>
<td></td>
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<td></td>
<td>Door, Material &amp; Finish, Ladder Storage - polished stainless steel</td>
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<td></td>
<td></td>
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<td>Latch, Door Ladder Storage - D-Handle latch</td>
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<tr>
<td>274</td>
<td>0733387</td>
<td>Ladder, 10' Duo-Safety Folding 558A</td>
<td>1</td>
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<tr>
<td>275</td>
<td>0726963</td>
<td>Trough, Folding Ladder, Long Tool Storage Compt In Upper Body</td>
<td>1</td>
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<td>276</td>
<td>0722048</td>
<td>Little Giant Storage, Jump Compt Floor, Horizontal w/Shelf, PUC</td>
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<tr>
<td>277</td>
<td>0602877</td>
<td>Pike Pole, Pumper, Provided by Fire Department, NFPA 2016</td>
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<td>Pike Pole Make/Model - Nupla 10' Pike Pole</td>
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<td>278</td>
<td>0732982</td>
<td>Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt</td>
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<td>Qty, Pike Poles - 1</td>
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<td>Location, Left Side, Right Side - Left Side</td>
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<td>Material/Finish, Tube, Pike Pole - Aluminum</td>
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<td>Width, Notch, Pike Pole Tube - .75&quot;, Standard Notch</td>
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<td>279</td>
<td>0602875</td>
<td>Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016</td>
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<td>No Steps Required, Front Of Body, PUC</td>
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<tr>
<td>280</td>
<td>0732982</td>
<td>Tube, Pike Pole 8', In Upper Body Long Tool Storage Compt</td>
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<td>Qty, Pike Poles - 1</td>
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<td>Location, Left Side, Right Side - Left Side</td>
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<td>Material/Finish, Tube, Pike Pole - Aluminum</td>
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<td>Width, Notch, Pike Pole Tube - .75&quot;, Standard Notch</td>
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<td>281</td>
<td>0740569</td>
<td>Compt, Long Tool Storage Compt, In Upper Body (1) LS, PUC; HDRP</td>
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<td>Door, Material &amp; Finish, Storage - Painted Aluminum</td>
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<td>Latch, Door, Storage - Southco C2 Chrome Raised</td>
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<td>Hinge Location - Outboard</td>
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<td>282</td>
<td>0769373</td>
<td>Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC; HDRP</td>
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<td>Door, Material &amp; Finish, Storage - Painted Aluminum</td>
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<td>Latch, Door, Storage - Southco C2 Chrome Raised</td>
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<td>Hinge Location - Outboard</td>
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<td>283</td>
<td>0521734</td>
<td>No Steps Required, Front Of Body, PUC</td>
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<td>284</td>
<td>0794171</td>
<td>Ladder, Top Access, Alum, Rear, PUC, Opposite Ladder Storage</td>
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<tr>
<td>285</td>
<td>0655172</td>
<td>SP</td>
<td>I Zone Bracket, Pair, Recessed Through Rear Compt. Wall/Bolted, PUC</td>
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<td>Fill in Blank - on the driver and passenger side of the rear of the body</td>
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<td>286</td>
<td>0515692</td>
<td>Pump Operators Panel, 31&quot;, Control Zone, PUC</td>
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<td>287</td>
<td>0520016</td>
<td>Not Required, Pumphouse Structure, PUC</td>
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<td>288</td>
<td>0753135</td>
<td>SP</td>
<td>Notch Cargo Compt Side Sheet w/Rollers, Right Side</td>
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<td>289</td>
<td>0768875</td>
<td>SP</td>
<td>Notch Cargo Compt Side Sheet w/Rollers, Left Side</td>
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<td>290</td>
<td>0609021</td>
<td>SP</td>
<td>Cover, Alum 4-Way, for Husky Hyd. Hoses **</td>
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<td>291</td>
<td>0515695</td>
<td>Pump, Pierce, 1500 GPM, Single Stage, PUC</td>
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<td>292</td>
<td>0515692</td>
<td>Seal, Mechanical, Silicon Carbide, PUC Pump</td>
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<td>293</td>
<td>0557050</td>
<td>Gear Case, Pierce Pump, REPTO-Clutch Drive</td>
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<td>294</td>
<td>0721696</td>
<td>Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC</td>
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<tr>
<td>295</td>
<td>0513592</td>
<td>Pump Shift, Sure-Shift</td>
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<td>296</td>
<td>0515833</td>
<td>Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC</td>
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<td>297</td>
<td>0515835</td>
<td>Auxiliary Cooling System, PUC</td>
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<td>298</td>
<td>0014486</td>
<td>Not Required, Transfer Valve, Single Stage Pump</td>
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<td>299</td>
<td>0746508</td>
<td>Valve(s), Relief Intake, Trident Air Max, Control Location</td>
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<td></td>
<td></td>
<td>Qty - 1</td>
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<td>Pressure Setting - 125 psig</td>
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<td>Intake Relief Valve Control - Left Side Pump Panel</td>
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<td>300</td>
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<td>Controller, Pressure, Pierce LCD, PUC</td>
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<td>Pressure Governor Throttle Control - Clockwise</td>
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<td>Pressure Governor Default Mode - No Mode/Default Press Setting</td>
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<td>0072153</td>
<td>Primer, Trident, Air Prime, Air Operated</td>
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<tr>
<td>302</td>
<td>0795082</td>
<td>Direct Tank Fill, 0.75&quot; Garden Hose, No Valve's, Loc Panel</td>
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<td></td>
<td></td>
<td></td>
<td>location - DS pump connection panel</td>
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<tr>
<td>303</td>
<td>0044552</td>
<td>Line, 0.50&quot; Recirculating w/Check Valve</td>
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<td>304</td>
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<td>Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump</td>
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<td>305</td>
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<td>Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC</td>
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<tr>
<td>Line</td>
<td>Option</td>
<td>Type</td>
<td>Option Description</td>
<td>Qty</td>
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<td>Plumbing, Stainless Steel, w/Foam System</td>
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<td>307</td>
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<td>Inlets, 6.00&quot; - 1500 GPM, Pierce PUC Pump</td>
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<tr>
<td>308</td>
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<td>Cap, Main Pump Inlet, Long Handle, NST, VLH</td>
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<td>309</td>
<td>0084810</td>
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<td>Valves, Akron 8000 series - All</td>
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<td>310</td>
<td>0520002</td>
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<td>Valve, Inlet(s) Recessed, Side Cntrl, PUC</td>
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<td>312</td>
<td>0004680</td>
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<td>Inlet (1), Left Side, 2.50&quot;</td>
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<td>313</td>
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<td>Inlet, Right Side, 2.50&quot;</td>
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<tr>
<td>314</td>
<td>0521137</td>
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<td>Anode, Zinc, Pair, Pump Inlets, PUC</td>
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<td>315</td>
<td>0092569</td>
<td>0092569</td>
<td>No Rear Inlet (Large Dia) Requested</td>
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<tr>
<td>316</td>
<td>0064116</td>
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<td>No Rear Inlet Actuation Required</td>
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<td>317</td>
<td>0092696</td>
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<td>Not Required, Cap, Rear Inlet</td>
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<tr>
<td>318</td>
<td>0009644</td>
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<td>No Rear Intake Relief Valve Required on Rear Inlet</td>
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<tr>
<td>319</td>
<td>0092568</td>
<td>0092568</td>
<td>No Rear Auxiliary Inlet Requested</td>
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<td>320</td>
<td>0723049</td>
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<td>Valve, .75&quot; Bleeder, Aux. Side Inlet, &quot;T&quot; Swing Handle</td>
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<td>321</td>
<td>0520277</td>
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<td>Tank to Pump, (1) 3.00&quot; Valve, 4.00&quot; Plumbing, PUC</td>
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<td>322</td>
<td>0585505</td>
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<td>Outlet, Tank Fill, 1.50&quot;, PUC</td>
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<tr>
<td>323</td>
<td>0766941</td>
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<td>Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC</td>
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<td>324</td>
<td>0516755</td>
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<td>Outlet, Left Side, 2.50&quot; (2), PUC</td>
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<td>325</td>
<td>0055095</td>
<td>0055095</td>
<td>Not Required, Elbow, Left Side Outlets, 2.50&quot;</td>
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<td>326</td>
<td>0766761</td>
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<td>Outlet, Right Side, 2.50&quot;, (1), Electric Akron 9335 Controller, PUC</td>
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<td>Qty, Discharges - 01</td>
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<td>328</td>
<td>0092571</td>
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<td>Not Required, Elbow, Right Side Outlets</td>
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<td>329</td>
<td>0089584</td>
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<td>Not Required, Outlets, Right Side Additional</td>
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<td>330</td>
<td>0766992</td>
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<td>Outlet, Right Side, 4&quot; w/4&quot; Valve, Akron 9335 Elec Controller, PUC</td>
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<td>331</td>
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<td>Cap, Large Dia Outlet, 4.00&quot;, IPO Elbow</td>
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<td>332</td>
<td>0649939</td>
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<td>Outlet, Front, 1.50&quot; w/2&quot; Plumbing</td>
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<td>333</td>
<td>0516777</td>
<td>0516777</td>
<td>Fitting, Outlet - 1.50&quot; NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - in center bumper tray</td>
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<tr>
<td>334</td>
<td>0045091</td>
<td>0045091</td>
<td>Outlet, Rear, 2.50&quot;, (1), Thru Tank, PUC</td>
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<tr>
<td>335</td>
<td>0516782</td>
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<td>Qty, Discharges - 01 Location, Outlet - a) left side Location, Outlet - b) right side</td>
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<tr>
<td>336</td>
<td>0536835</td>
<td>0536835</td>
<td>Outlet, Rear Outlets, 45 Degree, 2.50&quot; FNST x 2.50&quot; MNST, VLH</td>
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<td>337</td>
<td>0752078</td>
<td>0752078</td>
<td>Outlet, Rear, 2.50&quot;w/2.50&quot; Plumbing, Thru Tank, PUC, Additional</td>
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<td>338</td>
<td>0723042</td>
<td>0723042</td>
<td>Qty, Discharges - 01 Caps/Plugs for 1.00&quot; to 3.00&quot; Discharges/Inlets, S/S Cable</td>
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<td>339</td>
<td>0766957</td>
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<td>Valve, 0.75&quot; Bleeder, Discharges, &quot;T&quot; Swing Handle</td>
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<td>340</td>
<td>0777050</td>
<td>0777050</td>
<td>Outlet, 3.00&quot; Deluge w/2.50&quot; Valve, Dual Air 9333 Elec Controls, w/TFT XG18, PUC **</td>
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<td>Monitor, TFT Crossfire XFT-NJ, No Ground Base</td>
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<td>0091921</td>
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<td>Monitor Finish - Painted by OEM</td>
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<td>343</td>
<td>0046857</td>
<td>0046857</td>
<td>Nozzle, TFF MST-4NJ Tips w/XF-SS10 Shaper</td>
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<td>344</td>
<td>0750982</td>
<td>0750982</td>
<td>Deluge Mount, For TFF Crossfire Monitor, TFF Manual Extend-A-Gun Only</td>
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<td>0747660</td>
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<td>Crosslay Module, Full Width, Roll Up Doors, PUC</td>
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<td>346</td>
<td>0750916</td>
<td>0750916</td>
<td>Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC</td>
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<td>347</td>
<td>0750900</td>
<td>0750900</td>
<td>Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar Door Guard - Drip Pan Required</td>
<td>1</td>
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<td>348</td>
<td>0748401</td>
<td>0748401</td>
<td>Lights, Crosslay Compt, Forward LED, 2Lts</td>
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<td>0748401</td>
<td>0748401</td>
<td>Crosslays, (2) 1.50&quot; W/Poly Trays, PUC</td>
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<td>350</td>
<td>0748401</td>
<td>0748401</td>
<td>Crosslay/Deadly/Speedlay Capacity 1 - 200' of 1.75&quot; double jacket hose</td>
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<tr>
<td>351</td>
<td>0748401</td>
<td>0748401</td>
<td>Crosslay, (1) 2.50&quot;, W/Poly Trays, PUC</td>
<td>1</td>
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<tr>
<td>352</td>
<td>0748401</td>
<td>0748401</td>
<td>Crosslay/Deadly/Speedlay Capacity 1 - 200' of 2.50&quot; double jacket hose</td>
<td>1</td>
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<td>353</td>
<td>0748401</td>
<td>0748401</td>
<td>Mounting, Backboard, Upper Crosslay Module, Strap, PUC</td>
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<td>0748401</td>
<td>Size, Backboard - 74&quot; x 16&quot; x 3&quot; Qty - 1</td>
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<tr>
<td>Line</td>
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<td>Type</td>
<td>Option Description</td>
<td>Qty</td>
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<td>Scuffplate, Forward Crosslay Wall, Brushed S/S, IPOS, PUC **</td>
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<td>350</td>
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<td>Reel, Booster, Aluminum - Over Pump, Left Side</td>
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<td>351</td>
<td>0688321</td>
<td>SP</td>
<td>Switch, (2) Reel Rewind - Special Location</td>
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<td>Location - (1) on the LS pump operators panel (rocker switch with other</td>
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<td></td>
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<td>rocker switches), (1) adjacent to the booster reel</td>
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<tr>
<td>352</td>
<td>0005300</td>
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<td>Hose, Booster - 150 of 1.00/800 PSI</td>
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<td>0005244</td>
<td>SP</td>
<td>Capacity, Hose Reel 200 of 1&quot;</td>
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<td>354</td>
<td>0007428</td>
<td>SP</td>
<td>Nozzle for Booster Reel Not Req’d</td>
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<td>355</td>
<td>0045252</td>
<td>SP</td>
<td>Roller Assembly, Captive Style</td>
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<td>Location - mount directly to the reel facing the right side of body</td>
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<tr>
<td>356</td>
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Motion extending Concessions in the Park Pilot Project.

Item: Dated: July 6, 2022

SUBJECT AND SUMMARY:
This motion would extend the 2019 Concessions in the Park Pilot Project.

RELATIONSHIP TO COUNCIL GOALS:
This supports Council’s goal of ENCOURAGE ECONOMIC OPPORTUNITIES by offering additional opportunities for food truck/cart businesses to operate within our parks.

CALL TO ACTION SCHEDULE:
Call to action schedule: Council’s discretion.

BACKGROUND:
During the future agenda discussion on the May 16, 2022, workshop, Councilor Faszer requested that this program in Riverside Park be placed on a future workshop agenda for discussion. As a result of the May 25, 2022, Mayor/Council President/City Manager agenda setting meeting, the topic was added to the July 6th business meeting agenda for Council action.

As a background to this project, in June and July of 2019, the City Council discussed initiating a Concession in the Parks Pilot Project.

During those discussions, the Parks Advisory Committee suggested that the pilot program be for one season only, assess the program at the end of the trial period, limit to Riverside Park only, limit to food only, a maximum of two vendors at a time and only allow self-contained food trucks.

During the discussion, it was recommended to not establish a fee structure for the pilot project. Other communities charge a daily fee of $20 for self-contained units and a higher fee for use of utilities. The City’s current fee structure for ice cream trucks is:

- $10 annual background fee
- $20 annual license/application fee
- $50 annual Business Tax

Council agreed to increase the amount of food trucks from two to between two and three, ensure there are increased garbage cans next to the trucks, and extend the term of the project to the rainy season.

COST IMPLICATION:
Revenue Source: None.

ITEM: 1.e. MOTION EXTENDING CONCESSIONS IN THE PARK PILOT PROJECT.
Staff Report (continued):

ALTERNATIVES:

1. Approve extending the pilot project;
2. Modify the project; or
3. Deny the project.

RECOMMENDED ACTION:

This action is at Council’s discretion.

POTENTIAL MOTION:

I move to approve extending the Concessions in the Park Pilot Project for an additional year.
2.a. Appointment to the Collaborative Economic Development Committee

There are two openings on this committee. One candidate has applied.

Joshua Duval

Committee recommendation will be given at the Council meeting.

Councilor signature: _______________________________
City Committee / Commission Appointment Application

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<th>Select the Board, Commission, or Committee applying for</th>
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**Personal Information**

*Enter your personal information.*

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<tr>
<th>First Name</th>
<th>Joshua</th>
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<tbody>
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<td>Last Name</td>
<td>Duval</td>
</tr>
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<td>Residential Address</td>
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<td>May we contact you at work?</td>
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<td>Authorization Waiver</td>
<td>I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.</td>
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<td>Verification</td>
<td>I verify the information in my application.</td>
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<tr>
<td>Applicant's Name</td>
<td>Joshua Duval</td>
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<tr>
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City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve: After reviewing the Economic Development Strategic Plan, I believe there is a lot of work to be done to reach these goals and advance this community forward into the future. My qualifications by working in healthcare, I understand the overwhelming need for healthcare in the community. Also
being on the IT side of it, I understand the infrastructures and innovation that need to be in place for this to happen.

| Statement of any relevant concerns or goals to be achieved while serving in this position: |
| My goal would be to move this community into the 21st century and beyond and looking at the longer picture of what is needed for the community and county. |

| What do you think are the most critical issues facing this local government in the next three years? |
| Cooperation between the city of grants and the county which seem to be moving in different directions, and acting as a bridge between those groups. |

| Are there some things about the City of Grants Pass that you have a special interest in? |
| Field not completed. |

| Additional Information |
| Field not completed. |

**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.

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 your 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.

Verification I have read and understood the insurance limitations.
Volunteer's Signature: Joshua Duval

Date: 3/4/2022 11:30 AM

Email not displaying correctly? View it in your browser.
Resolution authorizing the City Manager to accept the Oregon State Fire Marshal Wildfire Season Staffing Grant funds.

Date: July 6, 2022

SUBJECT AND SUMMARY:

This resolution authorizes the City Manager to accept a grant award of $24,950 from the Oregon State Fire Marshal’s (OSFM) office to support additional paid firefighting staff and overtime costs for existing paid firefighting staff through the 2022 wildfire season.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal to ENHANCE COMMUNITY SAFETY by providing additional staffing during the wildfire season for wildland fire events.

CALL TO ACTION SCHEDULE:

Call to action schedule: July 6, 2022.

BACKGROUND:

The Oregon Legislature Senate Bill 762 appropriated $55,000,000 of general funds to OSFM for wildfire response. OSFM appropriated a portion of those funds to support the 2022 wildfire season by offering wildfire season staffing grants through an application process from local fire agencies for maximum of up to $35,000 per fire agency. The City of Grants Pass applied for $24,950 and was awarded the full amount. The agreement to accept the award requires authorization by an ordinance, order, or resolution of the recipient’s governing body.

The Grants Pass Fire Rescue Department is a full-time fire protection and life safety service to the citizens of Grants Pass. In addition, through mutual and automatic aid agreements, Fire Rescue provides aid to five other fire agencies in Josephine County and two in Jackson County. Fire Rescue also provides automatic and mutual aid to the Oregon Department of Forestry. Finally, through our local Chief’s association and local deployment, Fire Rescue responds to various configurations of strike teams and taskforces to neighboring Jackson County as needed. Our region is high risk for fast and devastating fires. These funds provide a means to increase staffing when needed to keep fires small and reduce their impact to our communities.

ITEM: 4.a, RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE OREGON STATE FIRE MARSHAL WILDLAND URBAN INTERFACE ASSISTANCE GRANT FUNDS.
Staff Report (continued):

COST IMPLICATION:

There is no requirement for cost sharing or a local match on this award. The award of $24,950 is to support additional fire fighters and cost of overtime during the 2022 wildfire season.

ALTERNATIVES:

1. Authorize the acceptance of the grant award
2. Deny the acceptance of the grant award.

RECOMMENDED ACTION:

It is recommended Council authorize the City Manager to accept the grant award of $24,950 from the Oregon State Fire Marshal Wildfire Season Staffing Grant Program.

POTENTIAL MOTION:

I move to approve the resolution authorizing the City Manager to accept the Oregon State Fire Marshal Wildfire Season Staffing Grant award.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ACCEPT THE OREGON STATE FIRE
MARSHAL WILDFIRE SEASON STAFFING GRANT FUNDS.

WHEREAS:

1. The City of Grants Pass desires to accept a grant award of $24,950 from the
   Oregon State Fire Marshal’s office to support increasing staffing when needed
during the 2022 wildfire season; and

2. The City of Grants Pass is eligible for the award as it has an established fire
district and fire department in the State of Oregon; and

3. The award will enable the Fire Rescue Department to increase staffing to help
   enhance community safety from wildfire events; and

4. The grant agreement requires authorization of the recipient’s governing body by
   ordinance, order, or resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to accept the $24,950 grant award from the
Oregon State Fire Marshal’s office to increase staffing for the 2022 wildfire season.

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 2022.

SUBMITTED to and _____________ by the Mayor of the City of Grants Pass,
Oregon, this ___ day of July 2022.

Sara Bristol, Mayor

ATTEST:

______________________________
Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney

Date submitted to Mayor: ____________
GRANT AGREEMENT

Title: 2022 OSFM Wildfire Season ("WFS") Staffing Grant
Agreement Number: 2022-WFS-054

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal ("OSFM"), and Grants Pass Fire Rescue ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on October 31, 2022 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term."

Pursuant to the Oregon Legislative Regular Session, Senate Bill 762 ("SB762") dated 2021 appropriated $55,000,000 General Funds to OSFM for wildfire response. OSFM then allocated from the appropriation funds to support the 2022 WFS by requesting WFS Staffing Grant Applications from local fire agencies to request funding to support additional firefighters and to cover overtime costs for existing paid firefighters for the 2022 WFS. This Agreement sets forth the terms and conditions of Recipient's receipt of a WFS Staffing Grant and includes the following exhibits:

Exhibit A: Project Description
Exhibit B: Sample- 2022 OSFM WFS Staffing Grant Final Report
Exhibit C: 2022 OSFM WFS Staffing Grant Application
Exhibit D: 2022 OSFM WFS Staffing Grant Application Manual

SECTION 1 - GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of $24,950.00 (the "Grant").

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

1. This Agreement duly signed by an authorized officer of Recipient; and
2. Such other certificates, documents, opinions and information as OSFM may reasonably require.

SECTION 2 - DISBURSEMENT

A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.

B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

C. Remaining Funds. If Recipient has any remaining moneys not spent OSFM reserve the right to determine if agency can keep them or return them for OSFM to reinvest in other projects.

SECTION 3 - USE OF GRANT

A. Use of Grant Moneys. Recipient shall use the Grant only for the activities described in Exhibit A.

B. RESERVED.
SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OSFM:

A. Organization and Authority.
   (1) Recipient is a unit of local government validly organized and existing under the laws of the State of Oregon.
   (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
   (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body.
   (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to OSFM all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM a final report ("Sample- 2022 OSFM WFS Staffing Grant Final Report") by November 15, 2022. The Grant Report shall include the information in Exhibit B attached.

D. Insurance.
1) The parties acknowledge and agree Recipient is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.

2) Recipient shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. Recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Recipient’s insurance policy referred to in this paragraph, Recipient, as applicable, shall immediately notify OSFM verbally and in writing. Recipient's coverage limits shall not be less than $100,000 for any single claimant and $200,000 for multiple claimants.

3) All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.

E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.

F. Inspections: Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, agreements, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.

G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

I. Contribution.

1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

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

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

J. Return of Unexpended Grant Funds. No later than October 31, 2022, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date if OSFM has determined they are to be returned per Section 2, C above.

SECTION 6 - DEFUALTS

Any of the following constitutes an “Event of Default”:

A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.

B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating OSFM’s commitment and obligation to make the Grant.

(2) Barring Recipient from applying for future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.

(4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
C. **No Remedy Exclusive; Waiver; Notice.** No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

**SECTION 8 - MISCELLANEOUS**

A. **Time is of the Essence.** Recipient agrees that time is of the essence under this Agreement.

B. **Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.**

   (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

   (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

   (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.

   (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys’ fees of OSFM’s counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

C. **Disclaimer of Warranties; Limitation of Liability.** Recipient agrees that:

   (1) OSFM makes no warranty or representation.

   (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. **Notices and Communication.** Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OSFM: Shaun Parkman, WSF Grant Project Administrator
Office of State Fire Marshal

2022-WFS-054_Staffing_Grant_Agr_Grants Pass Fire Rescue.docx
E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments. Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys’ Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
K. **Survival.** The following provisions survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

L. **Execution in Counterparts.** This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**
acting by and through its
Oregon State Police on behalf of Oregon State
Fire Marshal’s office

By: ________________________________  By: ________________________________

Date: ______________________________  Date: ______________________________

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Lisa Gramp approved via email dated 5/27/2022
Senior Assistant Attorney General
EXHIBIT A - PROJECT DESCRIPTION

I. Purpose and Scope

The purpose of this Grant is to provide funding to support additional paid firefighting staff or cover overtime costs for existing paid firefighting staff through 2022 WFS. Additional paid staff may include current volunteer firefighters. Grant funds may be used to cover administrative costs up to 10% of the total grant award. See the 2022 OSFM WFS Staffing Grant Application Manual for more information.

II. Key documents

Exhibit B- Sample- 2022 OSFM WFS Staffing Grant Final Report
Exhibit C- 2022 OSFM WFS Staffing Grant Application
Exhibit D- 2022 OSFM WFS Staffing Grant Application Manual
2022 OSFM WFS STAFFING GRANT
Final Report

FDID: 

Fire Chief: 

Grant Contact, if different: 

Number of staff supported with grant funds: 

For each staff member supported with grant funds:
Student Intern? □ Yes □ No
Existing volunteer? □ Yes □ No
Existing paid firefighter (on payroll prior to grant award)? □ Yes □ No

Period of grant-supported employment:

Start Date 
End Date 

Total grant-supported regular hours worked: 

Total grant-supported overtime hours worked: 

Hourly Pay rate: 

Number of calls that included grant-supported staff in response:
EMS: 
Fire: 

Grant-supported firefighter payroll costs: 

Grant administration costs (NTE 10%): 

Total grant funds expended:
If you have unspent grant funds, please contact OSFM at (WFS email).

Narrative:
1. Describe how the funds were used and how the grant impacted your agency.
2. This grant was limited to $35,000 per agency. Was the amount provided sufficient to meet your agency's fire season needs? If not, please explain.
3. If this grant were to be offered in future years, how could it be improved?
4. Additional comments:
Application submitted and approved via 2022 WFS Staffing Grant Smartsheet system.
Resolution authorizing a permanent easement and temporary construction easement on property located at the corner of 6th and Vine streets for installation of ADA sidewalks.  

Date: July 6, 2022

SUBJECT AND SUMMARY:

This resolution would authorize the grant of an easement of approximately 521 square feet and a temporary construction easement of approximately 584 square feet at the intersection of Vine and 6th streets. The grant of this easement is in conjunction with the 6th and 7th streets Pedestrian Improvement Project being constructed by the Oregon Department of Transportation (ODOT).

RELATIONSHIP TO COUNCIL GOALS:

This supports Council’s goal of LEADERSHIP.

CALL TO ACTION SCHEDULE:

Call to action schedule: July 6, 2022.

BACKGROUND:

The City has been working with ODOT on multiple pedestrian enhancement projects on the 6th and 7th street corridors. While the project resides largely in existing ODOT right of way, some additional right of way and easements are often required to complete the project. ODOT works with individual owners using federal right of way/easement procurement methods to procure the needed properties.

One of these properties is owned by the City of Grants Pass. The area described on Exhibit ‘A’ is adjacent to the Grants Pass Visitors Center. The required property is already fully developed and is not needed by the City of Grants Pass.

ODOT has offered a total of $12,300 for acquisition of the easement.

COST IMPLICATION:

$12,300 in revenue.

ALTERNATIVES:

1. Council could authorize the grant of the easements; or
2. Council could choose to deny the grant of the easements; or
3. Council could decide to donate the easements.

ITEM: 4.b. RESOLUTION AUTHORIZING A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED AT THE CORNER OF 6TH AND VINE STREETS FOR INSTALLATION OF ADA SIDEWALKS.
Staff Report (continued):

RECOMMENDED ACTION:

It is recommended the Council authorize the grant of a permanent easement of 521 square feet and a temporary construction easement of 584 square feet of City owned property at the intersection of Vine and 6th streets for construction of pedestrian improvements.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the grant of easements to ODOT for construction of pedestrian improvements.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT ON PROPERTY LOCATED AT THE CORNER OF 6TH AND VINE
STREETS FOR INSTALLATION OF ADA SIDEWALKS.

WHEREAS:

1. The City was approached by Oregon Department of Transportation in regards to their upcoming 6th and 7th street pedestrian enhancement project; and

2. The property is not important to the operation or future maintenance of City facility; and

3. The request of 521 square feet of property does not adversely impact the City’s ability to provide service now or in the future.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to grant permanent easement of 521 square feet of property and grant temporary easement of 584 square feet for the purpose of construction. In consideration, ODOT will pay the City the sum of $12,300 per Exhibit ‘A’.

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 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass, Oregon, this ______ day of July 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Approved as to Form, Augustus Ogu, City Attorney

Date submitted to Mayor: ________
TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND
ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.

2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just
   compensation in order to provide sufficient title to the State.

3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property
   acquired and prorated as of the date of the acquisition.

4. As part of this acquisition for this Project, the State will require the following actions:

   A. Bonds. The State and all subcontractors shall maintain a public works bond in full force and effect, as
      required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the
      construction contract. The contractor shall verify subcontractors have filed a public works bond and
      required insurance certificates before the subcontractor begins work. All construction shall be completed
      in conformance with standard engineering and construction practices.

   B. Utilities. (Check appropriate box)
      ☑ There will be no changes to public utilities to the property.
      ☐ Public utilities will be reconnected to improvements on the remainder property, except for the following:
      ☐ Public utilities will be made available within the right-of-way adjacent to the remainder property, except
        for the following:
      ☐ Public utilities will not be available to the remainder property in the after.

      If a public utility on the property is not reconnected, just compensation (payment) is provided.

   C. Access. (Check appropriate box)
      ☑ Access to the remainder property will remain the same.
      ☐ There will be no access to the remainder property.
      ☐ Access to the remainder property will remain the same, except for the following access:
        Access #1 located at: _____, is modified, relocated or closed as a result of:
          ☐ the access modification letter dated: _____(attached)
          ☐ this Project as follows: _____.
        Access #2 located at: _____, is modified, relocated or closed as a result of:
          ☐ the access modification letter dated: _____(attached)
Access #3 located at: _____ is modified, relocated or closed as a result of:

☐ the access modification letter dated: _____ (attached)
☐ this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government’s police powers.

The following access, n/a, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: wood chip ground cover and grass/sod.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: n/a.

E. Fencing on the Property.

☒ Will not be affected.
☐ Will be replaced as follows: _____.
☐ Will not be replaced.

F. Other terms of offer:

• The concrete sidewalk and asphalt will be replaced in kind.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder’s office.

6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.
7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.

8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.

9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]
SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

Shaydon Sterrenburg

05/17/2022

Date

City of Grants Pass

Date
PERMANENT EASEMENT

CITY OF GRANTS PASS, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of $12,300.00, does grant unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a permanent easement to construct a public sidewalk upon the property described as Parcel 1 on Exhibit "A" dated December 20, 2021, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as Parcel 2 on Exhibit "A" dated December 20, 2021, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the State of Oregon Department of Transportation’s construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 380508BB-1100
Property Address: 1995 NW Vine St.
Grants Pass, OR 97526

4/22/2022
Page 1 of 2 PE
cp
Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ___ day of ______________, 20____.

CITY OF GRANTS PASS, a municipal corporation of the State of Oregon

By ____________________________
City Manager

STATE OF OREGON, County of ____________

Dated ________, 20____. Personally appeared ____________________________, who, being sworn, stated that he/she is the City Manager of the City of Grants Pass, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _________, passed by the Council of said City on the ___ day of ______________________, 20_____.

Notary Public for Oregon
My Commission expires ____________________________

Accepted on behalf of the Oregon Department of Transportation

______________________________

4/22/2022
Page 2 of 2 PE

4103
PARCEL 1 – Permanent Easement For Sidewalk

A parcel of land lying in the NW1/4 NW1/4 of Section 08, Township 36 South, Range 5 West W.M., City of Grants Pass, Josephine County, Oregon and being a portion of that property designated as Parcel 1 and described in that Bargain and Sale Deed to the City of Grants Pass recorded August 22, 1983 as Document No. 83-09328, Volume No. 40, Page 2111 of Josephine County Book of Records; the said parcel being that portion of said property lying Southerly of a line at right angles to the relocated Redwood Highway (Sixth Street) “LC” center line at Engineer’s Station “LC” 1213+39.00 and included in a strip of land 65.00 feet in width lying on the Westerly side of said center line, which center line is described as follows:

Beginning at Engineer’s center line Station "LC" 1214+21.29, said station being South 74°36’30” East 1,378.45 of the Northwest corner of Section 08, Township 36 South, Range 05 West, W.M.; thence South 00°31’43” East 215.78 feet; thence South 00°07’26” East 1,103.51 feet; thence South 00°18’16” East 959.53 feet to Engineer’s center line Station “LC” 1237+00.11, said station being South 26°50’40” East 2,964.07 feet of the northwest corner of Section 08, Township 36 South, Range 05 West, W.M.

Bearings are based on County Survey No. 032-2020, filed June 29, 2020, Josephine County, Oregon.

This parcel of land contains 521 square feet, more or less.
PARCEL 2 – Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner.)

A parcel of land lying in the NW1/4NW1/4 of Section 08, Township 36 South, Range 5 West W.M., City of Grants Pass, Josephine County, Oregon and being a portion of that property designated as Parcel 1 and described in that Bargain and Sale Deed to the City of Grants Pass recorded August 22, 1983 as Document No. 83-09328, Volume No. 40, Page 2111 of Josephine County Book of Records; the said parcel being that portion of said property lying Southerly of a line at right angles to the relocated Redwood Highway (Sixth Street) “LC” center line at Engineer’s Station “LC” 1213+36.00 and included in a strip of land 65.00 feet in width lying on the Westerly side of said center line, which center line is described in Parcel 1.

This parcel of land description contains 584 square feet, more or less.
CITY OF GRANTS PASS
83-09328
18,295 ft² ± Rem.

VINE STREET

ACTIVE DRAWING
THIS DRAWING SHOWS THE PROPOSED
R/W NEEDED TO BE ACQUIRED TO
SUPPORT THE PROJECT DESIGN
SUBJECT TO CHANGE

OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY ENGINEERING
SKETCH MAP

SECTION I-5/OR99/OR238/US199/OR62/OR140 CURB RAMPS
HIGHWAY 025 - REDWOOD
COUNTY JOSEPHINE COUNTY
DATE DECEMBER, 2021
SCALE 1" = 30'
FILE 9770030
SEE DRAWING RW9770M
**CITY OF GRANTS PASS COMMUNITY DEVELOPMENT DEPARTMENT**

THOMAS FORD, 121 NE “B” STREET
LOCAL HISTORIC LANDMARK DESIGNATION
CITY COUNCIL FINDINGS OF FACT

<table>
<thead>
<tr>
<th>Procedure Type:</th>
<th>Type IV-B: Historical Buildings and Sites Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td>303-00116-22</td>
</tr>
<tr>
<td>Project Type:</td>
<td>Local Historic Landmark Designation Review</td>
</tr>
<tr>
<td>Owner:</td>
<td>Thomas Ford</td>
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<tr>
<td>Property Address:</td>
<td>121 NE “B” Street</td>
</tr>
<tr>
<td>Map and Tax Lot:</td>
<td>36-05-17-BC TL 3700</td>
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<tr>
<td>Zoning:</td>
<td>General Commercial (GC)</td>
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<tr>
<td>Planner Assigned:</td>
<td>Jason Maki</td>
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<tr>
<td>Application Received:</td>
<td>March 2, 2022</td>
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<tr>
<td>Application Complete:</td>
<td>March 7, 2022</td>
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<tr>
<td>Date of Newspaper Publication for HBSC Hearing Notice</td>
<td>April 1, 2022</td>
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<tr>
<td>Date of HBSC Hearing</td>
<td>April 14, 2022</td>
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<tr>
<td>Date of HBSC Findings of Fact:</td>
<td>May 12, 2022</td>
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<tr>
<td>Date of City Council Staff Report:</td>
<td>June 6, 2022</td>
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<td>Date of City Council Hearing:</td>
<td>June 15, 2022</td>
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<tr>
<td>City Council Findings:</td>
<td>July 6, 2022</td>
</tr>
<tr>
<td>120-Day Deadline:</td>
<td>July 5, 2022</td>
</tr>
</tbody>
</table>

Note: *Bold Italic Text* indicates text added by the Council that was not contained in the staff report. *Strikeout Text* indicates deletions made by the Council.

I. **PROPOSAL:**

The request is to designate the subject property as a Historic Local Landmark. The Cornell House located at 121 NE B Street is 90 feet east of Sixth Street on the south side of B Street, Lot four Block 16 of Jonathon Bourne’s Original Town Site of Grants Pass, Oregon. The Cornell house is the only surviving reminder of the 1920’s on the south side of B Street between Sixth and Seventh Street.

II. **AUTHORITY AND CRITERIA:**

Sections 2.060, 7.064 and 13.442 authorize the Historical Buildings and Sites Commission to make a recommendation to the City Council and authorize the City Council to make a final
decision on an application for historic designation or amendment to the historic district requiring a Type IV procedure, in accordance with procedures of Section 2.060.

The decision must be based upon the criteria contained in Section 13.441 of the Grants Pass Development Code.

III. APPEAL PROCEDURE:

The City Council's final decision may be appealed to the State Land Use Board of Appeals (LUBA) as provided in state statutes. A notice of intent to appeal must be filed with LUBA within 21 days of the Council's written decision.

IV. PROCEDURE:

A. An application for a Historic Local Landmark designation was submitted March 2, 2022 and deemed complete March 7, 2021. The application was processed in accordance with Section 2.060 of the Development Code.

B. Public notice of the April 14, 2022 hearing was mailed on March 23, 2022 and published in the local newspaper on April 1, 2022 in accordance with Section 2.053 of the Development Code.

C. A public hearing was held on April 14, 2022 and the HBSC voted unanimously to approve the application.

D. The HBSC signed the Findings of Fact on May 12, 2022.

E. Public Notice of the City Council June 15, 2022 public hearing was mailed on May 25, 2022 and published in the newspaper on June 10, 2022 in accordance with Sections 2.053 and 2.065 of the Development Code.

F. On June 15, 2022, the City Council held a public hearing to consider the Historic Local Landmark designation. A roll call vote was taken during the public hearing and the City Council voted 7-0-0 to approve the designation.

V. SUMMARY OF EVIDENCE:

A. The basic facts and criteria regarding this application are contained in the Staff Report, which is attached as Exhibit "A" and incorporated herein.

   1. Historical Buildings and Sites Commission Findings of Fact
      A. HBSC Staff Report
         1. Location Map
         2. Aerial Photo
         3. Historic Survey
         4. Applicant's Narrative and Application

   B. Minutes from the April 14, 2022 HBSC Hearing.
B. The minutes of the public hearing held by the City Council on June 15, 2022 attached as Exhibit “B”, summarize the oral testimony presented and are hereby adopted and incorporated herein.

C. A copy of the PowerPoint presentation given by staff at the City Council June 15, 2022 public hearing is attached as Exhibit “C” and incorporated herein.

CONFORMANCE WITH APPLICABLE CRITERIA:

Detailed background and discussion about the required decision criteria is provided in the HBSC Findings of Fact and Minutes from the April 14, 2022 public hearing.

VI. FINDINGS IN CONFORMANCE WITH APPLICABLE CRITERIA:

The City Council finds the applicable criteria are satisfied and APPROVES the proposed designation as a Historic Local Landmark.

VII. DECISION AND SUMMARY:

The City Council APPROVED the proposed designation as a Historic Local Landmark. The vote was unanimous, 7-0-0, with Councilors Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker voting in favor. Councilor Ogier was absent.

VIII. APPROVED BY THE CITY COUNCIL this ___ day of ______, 2022.

Sara Bristol, Mayor
# CITY OF GRANTS PASS COMMUNITY DEVELOPMENT DEPARTMENT

## WONDER BUR LOUNGE & CAFE, 116 SW “H” STREET

### LOCAL HISTORIC LANDMARK DESIGNATION

#### CITY COUNCIL FINDINGS OF FACT

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<tbody>
<tr>
<td>Project Number:</td>
<td>303-00117-22</td>
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<tr>
<td>Project Type:</td>
<td>Local Historic Landmark Designation Review</td>
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<td>Owner:</td>
<td>O'Malley Operating LLC</td>
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<td>Representative:</td>
<td>David O'Malley</td>
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<td>Property Address:</td>
<td>116 SW “H” Street</td>
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<td>Map and Tax Lot:</td>
<td>36-05-18-DA TL 1900</td>
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<td>Zoning:</td>
<td>Central Business District</td>
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<td>Planner Assigned:</td>
<td>Jason Maki</td>
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<td>Application Received:</td>
<td>March 2, 2022</td>
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<tr>
<td>Application Complete:</td>
<td>March 7, 2022</td>
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</tbody>
</table>

Note: **Bold Italic Text** indicates text added by the Council that was not contained in the staff report. **Strikeout Text** indicates deletions made by the Council.

## I. PROPOSAL:

The request is to designate the subject property as an Historic Local Landmark. The structure is listed as eligible/contributing in the Historic Resources Survey and Inventory of the Central Business District for the City of Grants Pass, dated August 1992. The applicant has submitted a narrative in support of the designation.

## II. AUTHORITY AND CRITERIA:

Sections 2.060, 7.064 and 13.442 authorize the Historical Buildings and Sites Commission to make a recommendation to the City Council and authorize the City Council to make a final
decision on an application for historic designation or amendment to the historic district requiring a Type IV procedure, in accordance with procedures of Section 2.060.

The decision must be based upon the criteria contained in Section 13.441 of the Grants Pass Development Code.

III. APPEAL PROCEDURE:

The City Council's final decision may be appealed to the State Land Use Board of Appeals (LUBA) as provided in state statutes. A notice of intent to appeal must be filed with LUBA within 21 days of the Council's written decision.

IV. PROCEDURE:

A. An application for a Historic Local Landmark designation was submitted March 2, 2022 and deemed complete March 7, 2021. The application was processed in accordance with Section 2.060 of the Development Code.

B. Public notice of the April 14, 2022 hearing was mailed on March 23, 2022 and published in the local newspaper on April 1, 2022 in accordance with Section 2.053 of the Development Code.

C. A public hearing was held on April 14, 2022 and the HBSC voted unanimously to approve the application.

D. The HBSC signed the Findings of Fact on May 12, 2022.

E. Public Notice of the City Council June 15, 2022 public hearing was mailed on May 25, 2022 and published in the newspaper on June 10, 2022 in accordance with Sections 2.053 and 2.065 of the Development Code.

F. On June 15, 2022, the City Council held a public hearing to consider the Historic Local Landmark designation. A roll call vote was taken during the public hearing and the City Council voted 7-0-0 to approve the designation.

V. SUMMARY OF EVIDENCE:

A. The basic facts and criteria regarding this application are contained in the Staff Report, which is attached as Exhibit "A" and incorporated herein.

   1. Historical Buildings and Sites Commission Findings of Fact
      A. HBSC Staff Report
         1. Location Map
         2. Aerial Photo
         3. Historic Survey
         4. Applicant's Narrative and Application

      B. Minutes from the April 14, 2022 HBSC Hearing.
B. The minutes of the public hearing held by the City Council on June 15, 2022 attached as Exhibit "B", summarize the oral testimony presented and are hereby adopted and incorporated herein.

C. A copy of the PowerPoint presentation given by staff at the City Council June 15, 2022 public hearing is attached as Exhibit "C" and incorporated herein.

CONFORMANCE WITH APPLICABLE CRITERIA:

Detailed background and discussion about the required decision criteria is provided in the HBSC Findings of Fact and Minutes from the April 14, 2022 public hearing.

VI. FINDINGS IN CONFORMANCE WITH APPLICABLE CRITERIA:

The City Council finds the applicable criteria are satisfied and APPROVES the proposed designation as a Historic Local Landmark.

VII. DECISION AND SUMMARY:

The City Council APPROVED the proposed designation as a Historic Local Landmark. The vote was unanimous, 7-0-0, with Councilors Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker voting in favor. Councilor Ogier was absent.

VIII. APPROVED BY THE CITY COUNCIL this ___ day of ______, 2022.

______________________________
Sara Bristol, Mayor
**CITY OF GRANTS PASS COMMUNITY DEVELOPMENT DEPARTMENT**

**ARDEN MCGONELL, 961 SE 8th STREET**

**LOCAL HISTORIC LANDMARK DESIGNATION**

**CITY COUNCIL FINDINGS OF FACT**

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<thead>
<tr>
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</thead>
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<tr>
<td>Project Number:</td>
<td>303-00118-22</td>
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<td>Project Type:</td>
<td>Local Historic Landmark Designation</td>
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<td>Owner:</td>
<td>McConnell Family Trust</td>
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<td>Representative:</td>
<td>Arden McConnell</td>
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<td>Property Address:</td>
<td>961 SE 8th Street</td>
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<td>Map and Tax Lot:</td>
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<td>Zoning:</td>
<td>Moderate Density Residential (R-2)</td>
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<td>Planner Assigned:</td>
<td>Jason Maki</td>
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<td>Application Received:</td>
<td>March 2, 2022</td>
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Note: **Bold Italic Text** indicates text added by the Council that was not contained in the staff report. **Strikeout-Text** indicates deletions made by the Council.

I. **PROPOSAL:**

The request is to designate the subject property as a Historic Local Landmark. The English Cottage built for insurance broker M. D. Clark in 1936 occupies a wooded site of just over a half-acre at the foot of SE 8th Street, on the north bank of the Rogue River.

II. **AUTHORITY AND CRITERIA:**

Sections 2.060, 7.064 and 13.442 authorize the Historical Buildings and Sites Commission to make a recommendation to the City Council and authorize the City Council to make a final
decision on an application for historic designation or amendment to the historic district requiring a Type IV procedure, in accordance with procedures of Section 2.060.

The decision must be based upon the criteria contained in Section 13.441 of the Grants Pass Development Code.

III. APPEAL PROCEDURE:

The City Council’s final decision may be appealed to the State Land Use Board of Appeals (LUBA) as provided in state statutes. A notice of intent to appeal must be filed with LUBA within 21 days of the Council’s written decision.

IV. PROCEDURE:

A. An application for a Historic Local Landmark designation was submitted March 2, 2022 and deemed complete March 7, 2021. The application was processed in accordance with Section 2.060 of the Development Code.

B. Public notice of the April 14, 2022 hearing was mailed on March 23, 2022 and published in the local newspaper on April 1, 2022 in accordance with Section 2.053 of the Development Code.

C. A public hearing was held on April 14, 2022 and the HBSC voted unanimously to approve the application.

D. The HBSC signed the Findings of Fact on May 12, 2022.

E. Public Notice of the City Council June 15, 2022 public hearing was mailed on May 25, 2022 and published in the newspaper on June 10, 2022 in accordance with Sections 2.053 and 2.065 of the Development Code.

F. On June 15, 2022, the City Council held a public hearing to consider the Historic Local Landmark designation. A roll call vote was taken during the public hearing and the City Council voted 7-0-0 to approve the designation.

V. SUMMARY OF EVIDENCE:

A. The basic facts and criteria regarding this application are contained in the Staff Report, which is attached as Exhibit "A" and incorporated herein.

1. Historical Buildings and Sites Commission Findings of Fact
   A. HBSC Staff Report
   1. Location Map
   2. Aerial Photo
   3. Historic Survey
   4. Applicant’s Narrative and Application

   B. Minutes from the April 14, 2022 HBSC Hearing.
B. The minutes of the public hearing held by the City Council on June 15, 2022 attached as Exhibit “B”, summarize the oral testimony presented and are hereby adopted and incorporated herein.

C. A copy of the PowerPoint presentation given by staff at the City Council June 15, 2022 public hearing is attached as Exhibit “C” and incorporated herein.

CONFORMANCE WITH APPLICABLE CRITERIA:

Detailed background and discussion about the required decision criteria is provided in the HBSC Findings of Fact and Minutes from the April 14, 2022 public hearing.

VI. FINDINGS IN CONFORMANCE WITH APPLICABLE CRITERIA:

The City Council finds the applicable criteria are satisfied and APPROVES the proposed designation as a Historic Local Landmark.

VII. DECISION AND SUMMARY:

The City Council APPROVED the proposed designation as a Historic Local Landmark. The vote was unanimous, 7-0-0, with Councilors Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker voting in favor. Councilor Ogier was absent.

VIII. APPROVED BY THE CITY COUNCIL this ___ day of _______, 2022.

______________________________
Sara Bristol, Mayor
The Council of the City of Grants Pass met in regular session on the above date with
Mayor Bristol presiding. The following Councilors were present: Collins, DeLaGrange,
Faszer, King, Lovelace, Pell and Riker. Also present and representing the City were City
Manager Cubic, Police Chief Hensman, Community Development Director Clark, Finance
Director Rowley, Public Works Director Canady, City Attorney Ogu, and City Recorder
Frek. Absent: Councilor Ogier.

Mayor Bristol called the meeting to order.

1. PUBLIC HEARING

Legislative
   a. Ordinance amending Development Code Articles 2 Procedure Types, 12 Zoning
      Districts, 13 Special Purpose Districts, 15 Nonconforming Use and Development,
      17 Lots and Creation of Lots, 18 Planned Unit Developments, 19 Site Plan
      Reviews, 22 Residential Development, 25 Parking and Loading, and 30
      Definitions related to middle housing.

      Councilor Faszer moved and Councilor Riker seconded to remand this item to the
      Urban Area Planning Commission for additional public hearing and then to Council for
      deliberations and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King,
      Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion
      passed.

Quasi-judicial
   b. Ordinance designating the Cornell House, 121 NE B Street, as a Historic Local
      Landmark.

   ORDINANCE NO. 22-5835

      Councilor King moved to have the ordinance read by title only, first reading. Councilor
      Riker seconded the motion. The vote resulted as follows: “Ayes”: Collins, DeLaGrange,
      The motion passed.

      Councilor Lovelace moved to have the ordinance read by title only, second reading.
      Councilor Collins seconded the motion. The vote resulted as follows: “Ayes”: Collins,
      DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None.
      Absent: Ogier. The ordinance was adopted.

Quasi-judicial
   c. Ordinance designating the Wonder Bur Lounge and Café, 116 SW H Street, as a
      Historic Local Landmark.
ORDINANCE NO. 22-5836

Councilor King moved to have the ordinance read by title only, first reading. Councilor Collins seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The motion passed.

Councilor Lovelace moved to have the ordinance read by title only, second reading. Councilor Collins seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The ordinance was adopted.

Quasi-judicial

d. Ordinance designating the Clark-McConnell House, 961 SE 8th Street, as a Historic Local Landmark.

ORDINANCE NO. 22-5837

Councilor Riker moved to have the ordinance read by title only, first reading. Councilor King seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The motion passed.

Councilor Lovelace moved to have the ordinance read by title only, second reading. Councilor Collins seconded the motion. The vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The ordinance was adopted.

Quasi-judicial
e. Ordinance vacating a street plug located at NW Williamsburg Drive adjacent to tax lot 400 of map number 36-05-18-BB.

ORDINANCE NO. 22-5838

Councilor Riker moved to have the ordinance read by title only, first reading. Councilor Lovelace seconded the motion. The vote resulted as follows: "Ayes": Collins, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: DeLaGrange and Ogier. The motion passed.

Councilor Lovelace moved to have the ordinance read by title only, second reading. Councilor Riker seconded the motion. The vote resulted as follows: "Ayes": Collins, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: DeLaGrange and Ogier. The ordinance was adopted.

f. Public hearing for the approved FY’23 Budget and to discuss the use of State Revenue Sharing amounts.

No action necessary.
Councilor Riker moved and Councilor Lovelace seconded to extend the meeting past 9 p.m. and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

g. Ordinance adopting a developer installed Reimbursement District (CC6487) for the Woodbrook Drive improvements.

ORDINANCE NO. 22-5839

Councilor Lovelace moved to have the ordinance read by title only, first reading. Councilor Riker seconded the motion. The vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

Councilor King moved to have the ordinance read by title only, second reading. Councilor Lovelace seconded the motion. The vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The ordinance was adopted.

2. COUNCIL ACTION

a. Resolution declaring the City’s election to receive State-Shared Revenues.

RESOLUTION NO. 22-7204

Councilor Lovelace moved and Councilor Collins seconded to adopt Resolution 22-7204 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

b. Resolution levying taxes and categorizing taxes for FY’23 for the City of Grants Pass.

RESOLUTION NO. 22-7205

Councilor Lovelace moved and Councilor King seconded to adopt Resolution 22-7205 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

c. Resolution adopting the Budget and making appropriations for FY’23.

RESOLUTION NO. 22-7206

Councilor Riker moved and Councilor Lovelace seconded to adopt Resolution 22-7206 and the vote resulted as follows: “Ayes”: Collins, Faszer, King, Lovelace and Riker.
"Nays": DeLaGrange and Pell. Abstain: None. Absent: Ogier. The resolution was adopted.

d. Resolution authorizing the City Manager to enter into an agreement with Slayden Construction Group for Phase 1b Design Build Services – Membrane System Procurement for the replacement of the Water Treatment Plant Project WA6207.

RESOLUTION NO. 22-7207

Councilor Faszer moved and Councilor Collins seconded to adopt Resolution 22-7207 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

e. Resolution approving commercial activity in Riverside Park for the Barnstormers Theatre Event 2022.

RESOLUTION NO. 22-7208

Councilor Faszer moved and Councilor Lovelace seconded to adopt Resolution 22-7208 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

3. APPOINTMENTS

a. Motion appointing one member to the Historical Buildings and Sites Commission.


b. Motion appointing two members to the Parks Advisory Committee.

Councilor Lovelace moved and Councilor Faszer seconded to appoint Jan Battersby and Rebekah Nugent to the Parks Advisory Committee and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

c. Motion appointing two members to the Bikeways and Walkways Committee.

Councilor Lovelace moved and Councilor Riker seconded to reappoint Bob Lange and Craig Rodenmayer to the Bikeways and Walkways Committee and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

4. PUBLIC COMMENT
a. Opportunity to review public comment.

b. Review emails.

5. 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. 22-7209

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7209 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

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

RESOLUTION NO. 22-7210

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7210 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

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

RESOLUTION NO. 22-7211

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7211 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

d. Resolution authorizing the City Manager to enter into a contract for the C Street 16" Water Main Replacement Project; Project No. WA6360.

RESOLUTION NO. 22-7212

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7212 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

e. Resolution authorizing the City Manager to accept funding from the High Intensity Drug Trafficking Areas (HIDTA) Program.
RESOLUTION NO. 22-7213

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7213 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The resolution was adopted.

f. Resolution authorizing the City Manager to submit grant applications and, upon award, enter into agreements for a Surface Transportation Block Grant and a Congestion Mitigation and Air Quality Grant for the Lincoln Road Improvements Project through the Middle Rogue Metropolitan Planning Organization.

RESOLUTION NO. 22-7214

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7214 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The resolution was adopted.

g. Resolution authorizing the City Manager to submit a grant application and, upon award, enter into an agreement for funding to support the accreditation of the Grants Pass Police Department's Dispatch and Communications Center.

RESOLUTION NO. 22-7215

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7215 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The resolution was adopted.

h. Resolution authorizing the City Manager to submit a grant application and, upon award, enter into an agreement for a School Violence Protection Program Grant.

RESOLUTION NO. 22-7216

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7216 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The resolution was adopted.

i. Resolution amending the Housing Advisory Committee's membership.

RESOLUTION NO. 22-7217

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7217 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. "Nays": None. Abstain: None. Absent: Ogier. The resolution was adopted.
j. Resolution authorizing the City Manager to submit a grant application and, upon award, enter into an agreement for Safe Routes to School Grant for Parkside Elementary School.

RESOLUTION NO. 22-7218

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7218 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

k. Motion acknowledging the receipt of the monthly financial report for April 2022.

Councilor King moved and Councilor Lovelace seconded to acknowledge the receipt of the monthly financial report for April 2022 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

l. Motion approving the minutes of the City Council meeting of June 1, 2022.

Councilor King moved and Councilor Lovelace seconded to approve the minutes of the City Council meeting of June 1, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

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

Councilor Lovelace moved and Councilor King seconded to adjourn the City Council meeting and convene the Urban Renewal agency meeting and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

7. PUBLIC HEARING


No action necessary.

8. COUNCIL ACTION

a. Resolution adopting the Approved FY’23 Budget for the Grants Pass Urban Renewal Agency, making appropriations, and approving tax increment collections.
RESOLUTION NO. 22-7219

Councilor Faszer moved and Councilor Lovelace seconded to adopt Resolution 22-7219 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.


RESOLUTION NO. 22-7220

Councilor Lovelace moved and Councilor King seconded to adopt Resolution 22-7220 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

9. CONSENT AGENDA

a. Resolution authorizing the Josephine County Treasurer to include Grants Pass Urban Renewal Agency property tax receipts in their investment program.

RESOLUTION NO. 22-7221

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7221 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The resolution was adopted.

10. ADJOURN THE URBAN RENEWAL AGENCY MEETING AND RECONVENE THE CITY COUNCIL MEETING.

Councilor DeLaGrange moved and Councilor Riker seconded to adjourn the Urban Renewal Agency meeting and reconvene the City Council meeting and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Pell and Riker. “Nays”: None. Abstain: None. Absent: Ogier. The motion passed.

11. MATTERS FROM MAYOR, COUNCIL AND STAFF

a. Mayor & Council Comments.

b. Committee motions.

Historical Buildings and Sites Commission
Motion recommending the Riverside Park entrance sign on 6th Street be replicated and used to replace the existing sign on 7th and East Park Street.
Councilor DeLaGrange moved and Councilor King seconded to replace the sign at Riverside Park and the vote resulted as follows: "Ayes": Collins, DeLaGrange, King, Pell and Riker. "Nays": Faszer and Lovelace. Abstain: None. Absent: Ogier. The motion passed.

c. Staff Comments

12. EXECUTIVE SESSION: None.

13. ADJOURN:

There being no further business to come before the Council, Mayor Bristol adjourned the meeting at 10:04 pm.

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

____________________
City Recorder
PARKS ADVISORY COMMITTEE
Meeting Minutes – May 12, 2022, at 3:30 PM
Council Chambers

Member Attendance:
Chad Thorson (Chair)
Michael Sellers (Vice Chair)
Jan Battersby
John Blackett - Absent
Cliff Kuhlman
Shane Hickman
Brad Converse - Absent

City/Staff/Council Liaisons:
Curt Collins - City Councilor
Brad Clark – CD Director
Chad Westbrook

Guests:
Mark Collier
Brian DeLaGrange

1. Roll Call:
   a. Chair Thorson called the meeting to order at 3:32 pm and roll was taken.

2. Introductions:

3. Approval of Minutes: March 10, 2022

MOTION/VOTE
Member Hickman moved, and Member Battersby seconded the motion to approve
the minutes from March 10, 2022. The vote resulted as follows: “AYES”: Chair
Thorson, Vice Chair Sellers. Members Battersby, Hickman, and Kuhlman “NAYS”:
None. Abstain: None. Absent: Members Blackett and Converse.
The motion passed.

4. Public Comment:
   a. Mark Collier spoke about the resurfaced and painted tennis and pickle ball courts
      at Reinhart Volunteer Park. He said that it is beautiful and looks amazing but is
      already starting to crack and that is concerning. He also noted that the basketball
      backboards at Lawnridge are broken and need to be replaced.
   b. Brian DeLaGrange stated that staff is working on the backboards. They had extra
      backboards from Reinhart Volunteer Park, (RVP) that they can utilize at
      Lawnridge. He said the cracks on the new courts at RVP are concerning. He
      wanted to thank Chad Thorson for all his hard work at Loveless Park. He said the
      opening turn-out was great.

5. Action Items:
   a. Basic Project Updates:
      1. Lawnridge Park: Brad Clark shared the engineered plans. The irrigation
         plan clean-up work is complete. The project is out for bid in two weeks. The
         pre bid meeting is in 3 to 4 weeks. Construction is to begin in August.

         Chad Westbrook advised the Committee that the backboards will be
         replaced with used ones from RVP.

      2. Baker Park: Brad Clark stated that the Oregon Marine Board Grant is
         $100,000 to redo the parking lot. Notice to proceed is July 7, 2022. It should
         be completed in August or September. The parking lot will be closed for
about 2 ½ weeks. This project just covers the parking lot and does not include the boat ramp.

Member Battersby commented about future plans for the restrooms. She was told that eventually they will be moved up near the old fire station so they are more visible and easier to keep an eye on them.

3. **Skate Park:** Park upgrade plans went out for bid several months ago. It went to Council for an update and Council had questions about the surfacing. Based on Thornton Engineering’s plans, what is the surface going to look like? Public Works has gotten two comments back from engineers/contractors and are waiting for a third. Wade Elliot is putting together feedback from engineers. Council needs a more complete update before proceeding.

**Jan Battersby:** Will pre bids come in on time for the City budget? Brad Clark stated no because the Budget Committee has already met.

4. **Crescent Drive/Dollar Mountain:** The Resolution awarding a contract is going to Council to approve next week. All bids went out. There were four bidders. Council Meeting on Wednesday will likely award Robco the contract. Notice to proceed is June 9th. It should take 45 days to complete the project.

5. **Westholm:** It is on the Agenda for Wednesday’s Council to approve the drainage project. The award for doing the playground drainage went out to bid 2 weeks ago. There were five bids. Staff recommended to Council to hire Pair-A-Dice Contracting.

**Chad Westbrook:** Pricing for rubber tiles vs. fiber chips varies greatly. Rubber tiles are more costly at the start but will save money in the long run.

**Brad Clark:** If the Committee wants to make a recommendation, Council will decide on the Westholm playground contract on June 1, 2022.

**MOTION/VOTE**

Vice Chair Sellers moved, and Member Kuhlman seconded the motion to recommend to City Council to use rubber tile and not ADA wood chips for the new Westholm Park playground area ground cover due to safety, ease of maintenance, durability, and aesthetics. The vote resulted as follows: “AYES”: Chair Thorson. Vice Chair Sellers. Members Hickman, Kuhlman and Battersby. “NAYS”: None. Abstain: None. Absent: Member Blackett and Member Converse. The motion passed.

6. **Caveman Pool:** Chad has been getting the pool ready for the summer season. Pool covers are ordered. They are 7 weeks out. They will pressure wash the pool but are concerned with the strength of the concrete. The Parks Dept. did some “in house” clean up. They replaced some ladders. The painting contractor backed out due to lack of supplies.

_Parks Advisory Committee_  
_Meeting Minutes May 12, 2022_
There is a reconstruction option. Council needs to get a defined project scope. Designer firm will look at the land and produce a proposal for the new pool. The new Parks Superintendent, Josh Hopkins, starts May 23rd. He has experience with public pools.

7. **Loveless Park:** Chad Thorson discussed the grand opening of the park last Thursday. With the abundance of rain and bike use there was some damage and ruts. The contractor will come back and re-compact the track and will use a spray to upkeep the surface. They will do touch-ups once a year. Some drainage issues will be dealt with during the touch up.

Chad Westbrook is waiting to hear back from the artist doing the signs.

**b. Review of Parks Master Plan Amendments:**

1. Brad Clark discussed the February motion. He will add the Table of Courts to the Motion. They will take off River Road Reserve. He will provide red line versions of edits in June for the Committee to review.

**c. Presentation on Committee Procedures ~ Aaron Cubic:**

1. Continued to next meeting.

**6. Matters from Committee Members and Staff:**

a. Jan feels like we are progressing a great deal. She wants Council to keep moving forward with Dollar Mountain. Councilor DeLaGrange says Council is still working on that. It is just a slow process.

b. Jan thanked Cliff Kuhlman for what he has done for Parks throughout the years. Cliff spoke of his volunteer time and stated that he will miss this Committee.

c. Chad Thorson provided the Committee with copies of the Grants Pass Work Plan to look over.

**7. Future Agenda Building for Next Meeting:**

a. Introduction of new Parks Superintendent

b. Review of PAC candidates

c. Project Updates

d. Presentation on Committee Procedures – Aaron Cubic

**8. Adjournment:** Chair Thorson adjourned the meeting at 4:46 p.m.

Next scheduled meeting: June 9, 2022

Minutes prepared by Jayme Hyatt, Community Development Department.
HOUSING ADVISORY COMMITTEE  
Meeting Minutes – March 18, 2022 at 9:00 AM

Committee Members  
Doug Walker – Chair  
Tom Bradbeer - Vice Chair  
Di Bradley  
Loree Arthur  
Duward Brown  
Steve Gulliford  
Jason Elzy (Absent)  
Sam Engel (Late)  
Darin Fowler (Absent)  
Tammy D’Amico (Late)  
Kathleen Foster (Late)  
Ralph “JR” Wheeler  

Staff/Council Liaisons:  
Brian DeLaGrange – Council Liaison  
Amber Neeck – Housing and Neighborhood Specialist

Guests:

1. Roll Call:  
a. Chair Walker opened the meeting at 9:01 am and took roll.

2. Introductions:  
a. Member Highlight – Di Bradley  
   • Background  
     o Assistant Director of Housing Stabilization at UCAN  
     o Been with UCAN over 12 years

3. Public Comment: (opportunity for citizens to share information with the committee  
regarding items that are not on the agenda)  
a. None

4. Consent Agenda:  
a. Minutes: February 18, 2022

   MOTION/VOTE  
   Member Wheeler moved, and Member Arthur seconded the motion to  
   approve the minutes from February 18, 2022. The vote resulted as follows:  
   “AYES”: Chair Walker, Vice Chair Bradbeer, Members Bradley, Arthur,  
   Brown, Gulliford, and Wheeler. “NAYS”: None. Abstain: None. Absent:  
   Members Elzy, Engel, Fowler, D’Amico, and Foster.  
The motion passed.

5. Action Items:  
a. Vice Chair Nomination and Vote  
   • Tom Bradbeer nominated by Chair Walker; member Gulliford seconded  
     the nomination.

   MOTION/VOTE  
   Member Wheeler moved, and Member Gulliford seconded the motion to  
   appoint Tom Bradbeer as Vice chair of the Housing Advisory Committee.  
The vote resulted as follows: “AYES”: Chair Walker, Vice Chair Bradbeer,  
Abstain: None. Absent: Members Elzy, Engel, Fowler, D’Amico, and Foster.  
The motion passed.
b. ARPA Funds for Housing
   - Re-consider Housing Advisory Committee ARPA Recommendation to Council
   - 10/15/2021 original recommendations:
     - HAC recommends Council set aside $2,000,000 in funds to subsidize (as defined by ARPA guidelines) the costs associated with the development of affordable housing projects (as defined by ARPA guidelines) – with the creation and distribution of an RFP process. These grant proposals are to be reviewed and recommended to Council by the Housing Advisory Committee and allocated within ARPA timelines.
       Examples:
       - Habitat for Humanity
       - AllCare Foundation cottage development
       - Cathedral Square
       - Ramsey/Nebraska
       - Urban campground.

10/15/2021
   Remaining ARPA funds to be used for infrastructure throughout the UGB in strategic locations to jump start development (as defined by ARPA guidelines). These areas of development will be treated as reimbursement districts returning these to the affordable housing fund.

10/15/2021
   Remaining ARPA funds to be used to purchase land for affordable housing projects within the UGB (as defined by ARPA guidelines).

   - Discussion
     - HAC recommends Council set aside $4,000,000 in funds to subsidize (as defined by ARPA guidelines) the costs associated with the development of affordable housing projects (as defined by ARPA guidelines) – with the creation and distribution of a grant application process within 90 days of Council approval. These grant proposals are to be reviewed and recommended to Council by the Housing Advisory Committee and allocated within ARPA timelines.

MOTION/VOTE
   Member Bradbeer moved, and Member Brown seconded the motion to appoint Tom Bradbeer as Vice Chair of the Housing Advisory Committee. The vote resulted as follows: "AYES": Chair Walker, Vice Chair Bradbeer, Members Bradley, Arthur, Brown, Gulliford, and Wheeler. "NAYS": None. Abstain: None. Absent: Members Elzy, Fowler, Foster, Engel, D'Amico.
   The motion passed.

c. Community Development Block Grant
   - The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. The program was
designed to reinforce several important values and principles of community development

- CDBG’s flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- CDBG’s emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in enhancing community development.
- CDBG’s technical assistance activities and set-aside for grantees builds the capacity of these partners.

- Relevant Programs
  - All programs are income restricted to 80% or below Area Median Income
    - Weatherization
      - $50,000 backlog amount
      - Potentially 20-30k as annual amount
    - Site Acquisition
      - $75,000 backlog amount
      - Potentially 50k annually
    - Rehabilitation
      - $100,000 backlog amount
      - Potentially 75k annually

- Program Applications
  - Homeowner rehabilitation is one of the most common community development programs administered nation-wide. CDBG funds provide a wide range of flexibility with rehabilitation of projects and design considerations. Grantees can choose to do emergency repair programs, spot rehabilitation or full house rehabilitation.
  - CDBG funds may be used to assist existing homeowners with the repair, rehabilitation, or reconstruction of owner-occupied units.
  - CDBG-eligible costs include: – Labor and materials, – Replacement of principal fixtures and components of existing structures; – Water and sewer connections; – Installation of security devices, including smoke detectors; and – Conservation costs for water and energy efficiency; Landscaping, sidewalks, garages, and driveways when accompanied with other rehabilitation needed on the property; and – Evaluating and treating lead-based paint
  - Many communities struggle with providing decent, safe, and sanitary affordable rental housing to their residents. CDBG funds can be used to acquire, rehabilitate, or construct rental housing. There are tenant income requirements and rent restrictions for projects.
  - CDBG funds may be used for acquisition of property for an eligible rental housing project. CDBG may also be used to rehabilitate rental housing. In Rem housing--CDBG funds may also be used to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily LMI neighborhoods. – Note the LMI benefit national objective is met through the Area Benefit subcategory. Conversion of a closed building from one use to residential use (such as a closed school building to residential use) is also eligible.
• Grantees may provide assistance in the form of loans, grants, loan guarantees, interest subsidies and other forms of assistance for rental housing rehabilitation and acquisition/rehabilitation projects.

• Eligible properties may be: Publicly- or privately-owned; and Residential or mixed use.

• Eligible expenditures include: Labor, materials and other rehabilitation costs; Refinancing, if necessary and appropriate; Energy efficiency improvements; Utility connections; Evaluating and treating lead-based paint; (NOTE: This is also eligible as a separate activity); Conservation costs for water and energy efficiency; Landscaping, sidewalks, and driveways when accompanied with other rehabilitation needed on the property; Rehabilitation services (loan processing, work write-ups, inspections, etc.); and Handicap accessibility improvements.

• What are we proposing
  o HAC Involvement in ranking and deciding annual RFP recipients
  o Annual RFP window of application
    a. Application period: July 1 – September 1
    b. RFP Deciding period: September 2- October 1

• Discussion
  o Potential for RFP spending cap per unit.
    a. What amount per program
      i. Cap to be re-visited at a later date once backlog of funds has been spent down.
  o RFP Ranking system per program
    a. Condition of units receiving funds
      i. Must pass a basic livability inspection
      ii. Unit would have to meet HQS inspection standards by completion of work.
    b. Life left in units receiving funds
    c. Income limit prioritization
    d. Owner occupied unit prioritization
  o New Partner
    a. Cat Bonney

6. Matters from Committee Members and Staff:
  a. Amber Neeck – Middle Housing Code Text Amendment HB2201 staff report being presented to the Planning Commission on April 13th, 2022
  b. Amber Neeck – Minimum Residential Density Article 12 Code Text Amendment is being presented to the City Council on April 6th, 2022
  c. Amber Neeck- Ramsey Nebraska Pre-application received, project moving forward.
  d. Sam Engel – Request Tech support for next month’s Teams meeting

7. Future Agenda Building for Next Meeting:
  a. Housing Production Strategies
  b. Density Code Bonuses
  c. Seeking legal guidance on Vertical Housing Tax Credit/City Developed low-income housing tax credit

8. Adjournment
  a. Chair Walker adjourned the meeting at 10:16 am.

**Next scheduled meeting:** April 15, 2022, in the City Council Chambers.

Minutes prepared by Amber Neeck, City of Grants Pass Community Development.
Committee Members
Doug Walker – Chair
Tom Bradbeer - Vice Chair
Di Bradley (Absent)
Loree Arthur
Duward Brown
Steve Gulliford
Jason Elzy (Absent)
Sam Engel
Darin Fowler (Absent)
Tammy D’Amico
Kathleen Foster (Absent)
Ralph "JR" Wheeler

Staff/Council Liaisons:
Brian DeLaGrange – Council Liaison
Amber Neeck – Housing and Neighborhood Specialist

Guests:
Beth Goodman
Nicole Underwood

1. Roll Call:
   a. Chair Walker opened the meeting at 9:03 am and took roll.

2. Introductions:

3. Public Comment: (opportunity for citizens to share information with the committee regarding items that are not on the agenda)
   a. Bill Lovelace – Proposal to present how the financial process works from the developers’ point of view.

4. Consent Agenda:
   a. Minutes: March 18, 2022

MOTION/VOTE
Member Wheeler moved, and Member Bradbeer seconded the motion to approve the minutes from March 18, 2022. The vote resulted as follows: “AYES”: Chair Walker, Vice Chair Bradbeer, Members Arthur, Brown, Gulliford, Engel, D’Amico, and Wheeler. “NAYS”: None. Abstain: None. Absent: Members Bradley, Elzy, Fowler, Foster. The motion passed.

5. Action Items:
   a. Housing Production Strategy (HPS)
      • Introductions
      • Project Overview
         o A Housing Production Strategy is an 8-year plan
         o The city was given a grant by DLCD to complete the HPS
      • Why is Grants Pass conducting an HPS?
         o Build on Grants Pass’ efforts to meet the city’s housing needs
            a. Grants Pass Strategic Vision
            b. Housing Needs Analysis
            c. Grants Pass Consolidated Plan 2020-2024
            d. Draft Housing Advisory Committee Work Plan
            e. Missing Middle Housing Code Update (Ongoing)
      • Cost Burden by Tenure and Income, 2015-2019
      • How is the HPS connected to the Housing Needs Analysis?
Housing Needs Analysis is:
   a. Buildable Land Inventory
   b. Housing market analysis
   c. Demographic & socioeconomic characteristics
   d. Housing affordability
   e. Forecast of new housing need
   f. Assessment of land sufficiency

Housing Production Strategy is:
   a. Refined understanding of housing need
   b. Evaluation of gaps in existing policies
   c. Identification of potential strategies to achieve housing need
   d. Evaluation of new strategies
   e. Assessment of weather strategies help achieve fair and equitable outcomes

- Project schedule and primary tasks
   o Task 1: kickoff
   o Task 2: Contextualizing
   o Task 3: Strategy Development
   o Task 4: Draft/Final HPS Report
   o Task 5: Adoption

- Key housing needs in Grants Pass: What is Housing Need?
   o Housing that affordable based on income
      a. Access to housing where housing costs are less than 30% of a households' gross income
         i. HUD standard that does not account for wealth, debts, special costs
      b. Access to housing that meets the unique needs of a household
         i. Size and household composition
         ii. Location relative to work and school, "high opportunity areas"
         iii. Characteristics of unit and neighborhood
         iv. Access without discrimination (Fair Housing)

- Financially attainable housing
   o HUD's Median Family Income for Josephine County in 2021 is $59,000
      a. Median home sale price in Grants Pass is between $325,000 and $377,500
         i. A household would need to earn between $90,000 and $100,000 a year (152% - 169% of MFI) to afford these prices
      b. Average asking rent in Grants Pass in 2021 is $1,476.00/month
         i. A household would need to earn about $59,000 or 100% MFI to afford this rent.

- Share of households by income level in Grants Pass
   o Extremely Low Income (Less than 30% Moderate Family Income)
      a. 18% of all households in Grants Pass
      b. 2,616 Households
   o Very Low Income (30-50% of Moderate Family Income)
      a. 14% of all households in Grants Pass
      b. 1,997 Households
   o Low Income (50-80% Moderate Family Income)
a. 21% of all households in Grants Pass
b. 3,053 Households
   o Middle Income (80-120% Moderate Family Income)
     a. 21% of all households in Grants Pass
     b. 3,045 Households
   o High Income (120+% Moderate Family Income)
     a. 27% of all households in Grants Pass
     b. 3,918 Households
• Grants Pass' current & future households by income
• Housing needs often differ by group
   o People experiencing homelessness
     i. Temporary or chronically
     ii. Alone or with children
   b. Racial or ethnic groups
   c. People over 65 years old
   d. People with disabilities
   e. Housing needs often differ by group
• Next step: Developing the Housing Production Strategy
• What is a city's role in housing development?
  o Cities can directly influence public policy, land, and infrastructure
  o Cities may have limited influence on market feasibility
• Develop strategies to meet future housing need
• Requirements of strategies in the HPS
  o For strategies identified in the final HPS, the City of Grants Pass will:
    a. Commit to implementation
    b. Be required to update DLCD on implementation progress and comment on its effectiveness in the future
    c. Strategies not identified in the HPS may still be implemented by the city, but the city will not be held to specific action by the state
• Evaluating the strategies together
  o Do the strategies achieve fair and equitable housing outcomes?
    a. Affordable homeownership and affordable rental housing
    b. Gentrification, displacement, and housing stability
    c. Housing options for residents experiencing homelessness
    d. Location of housing, within compact, mixed-use areas
    e. Housing choice, in safe neighborhoods with high quality amenities
    f. Fair housing, especially for federal and state protected classes
• Potential Categories for the HPS
  o Provide support, and safe housing options for people experiencing homelessness
  o Expand affordable housing options for low-income renters (With less than 60% AMI)
  o Preserve and maintain existing housing and newly developed affordable to low- and moderate-income households (with income between 60% and 80% area median income)
  o Support opportunities to achieve and maintain homeownership by moderate-income households (with income between 80% and 120% AMI)
  o Expand accessible housing for people with disabilities and seniors
- Address regulatory issues to support development, preservation, and redevelopment of housing, including in commercial and mixed-use neighborhoods
- Plan for, and develop transportation and public infrastructure to support housing development
- Identify funding sources to implement HPS

- Potential Strategy review
  - Strategies to lower the cost of development
    a. Expand land banking, parcel assembly, and land disposition efforts
    b. Partner with a land trust for development of affordable ownership housing
    c. Multiple-unit limited tax exemption program
    d. Endorse on cooperative housing models
    e. Nonprofit corporation low-income housing tax exemption
    f. Homebuyer opportunity limited tax exemption (HOLTE)
    g. Develop program to support homeownership
    h. Identify opportunities for employer assisted housing
  - Strategies to fund infrastructure costs
    a. Reimbursement district
    b. Urban Renewal
    c. General obligation bond
    d. Local improvement district
  - Strategies to fund residential development (project subsidies)
    a. Construction Excise Tax
    b. LIFT Grant program
  - Regulatory Strategies
  - Strategies to address homelessness
  - Strategies to preserve existing affordable housing
  - Strategies to support housing equity

6. Matters from Committee Members and Staff:
   a. Minimum Residential Density article 12 code text amendment Findings of Facts is being presented to the City Council on April 20th, 2022
   b. Housing Needs Analysis Comprehensive Plan Amendment is being presented to the City Council on April 20th, 2022
   c. Community Development Block Grant needs and priorities for year 3 AAP is being present to City Council on April 20th, 2022

7. Future Agenda Building for Next Meeting:
   a. Bill Lovelace – Funding for developers and making projects “pencil out”
   b. Density Code Bonuses
   c. Seeking legal guidance on Vertical Housing Tax Credit/City Developed low-income housing tax credit
   d. Resources to start implementing Housing plan

8. Adjournment
   a. Chair Walker adjourned the meeting at 11:21 am.

Next scheduled meeting: May 20, 2022, in the City Council Chambers.

Minutes prepared by Amber Neeck, City of Grants Pass Community Development.
HOUSING ADVISORY COMMITTEE  
Meeting Minutes – May 20, 2022 at 9:00 AM

**Committee Members:**  
Doug Walker – Chair  
Tom Bradbeer - Vice Chair  
Di Bradley (Absent)  
Loree Arthur  
Duward Brown (Absent)  
Steve Gulliford  
Jason Elzy (Absent)  
Sam Engel  
Darin Fowler  
Tammy D’Amico (Late)  
Kathleen Foster (Absent)  
Ralph “JR” Wheeler (Absent)

**Staff/Council Liaisons:**  
Brian DeLaGrange – Council Liaison  
Amber Neeck – Housing and Neighborhood Specialist

**Guests:**  
Bill Lovelace  
Valerie Lovelace

1. **Roll Call:**  
a. Chair Walker opened the meeting at 9:05 am and took roll.

2. **Introductions:**

3. **Public Comment:** (opportunity for citizens to share information with the committee regarding items that are not on the agenda)  
a. None

4. **Consent Agenda:**  
a. Minutes: April 15, 2022

**MOTION/VOTE**

Member Bradbeer moved, and Member Engel seconded the motion to approve the minutes from April 15, 2022. The vote resulted as follows:  
The motion passed.

5. **Action Items:**
   a. Past Housing Production Check In  
   b. Density Bonuses
      - Density Bonus Overview
        o Developers serve as the primary drivers of the development process, typically initiating land development. The developer is in the business of managing risk - evaluating the probable financial return on a project in light of the level of risk they will assume. The market is the customer or end-user in the development process and will largely dictate to the developer what is marketable and how much users will pay for it. Government agencies typically define the legal and bureaucratic process under which entitlements are granted and can influence the marketplace through incentives or restrictions.
        o Development typically occurs when the development of an allowed use yields an adequate return to attract a developer and equity source. The final development form will typically represent what is viewed as the “highest and best use” of the property from the development perspective,
which reflects the development type and timing yielding the greatest return.

- Higher-density development often requires changes in construction type, which can yield higher costs per unit. In the case of both office and residential development, low-rise wood-frame construction represents the lowest cost per square foot. As densities rise, leading to taller buildings, construction shifts to concrete and steel, bringing higher costs.

- The density of development that produces the highest and best use on a given site is influenced by achievable rent (or sale) levels. Where achievable rent is relatively low, low-rise development will provide the best return.

- For the purposes of this analysis, it is important to keep in mind that once the rent threshold is passed requiring a more expensive construction type, it is beneficial to the developer to maximize the density possible with that construction type.

- A density bonus is an incentive-based tool that permits a developer to increase the maximum allowable dwelling units per acre, floor area ratio, and/or height which generally means that more housing units can be built on any given site.

- Typically, programs allow increases of between 10 percent and 20 percent over baseline permitted density in exchange for the provision of affordable housing.

- Bonuses Work best where development is at full capacity:
  
  - Regulatory entitlements such as permitted FAR or height are important in influencing development form and design, and ultimately land values.
  
  - Code standards do not ultimately determine where and how development takes place
    - For instance, many of Grants Pass lots zoned for increased density are still developed well under max density.
    - As achievable rents and sales prices climb, bonus programs become more attractive.

- A robust affordable housing density bonus program must be:
  
  - Calibrated to market realities
  - Compatible with neighborhood context
  - Easy to read and understand

- Approach to Bonuses
  
  - While higher density buildings can add value to a real estate project, these buildings cost more to build – sometimes much more. Even if the added income of having more on-site units is more than the cost to build higher, increasing the allowable density may not automatically add enough value to offset the cost of providing affordable housing.

  - Allowing developers to choose from multiple incentives to meet their project helps to fit the unique needs of each development.

- Examples of Density Bonus Incentives
  
  - Permitting a larger number of units in a building or development site.
  - Permitting smaller minimum lot sizes in a development.
  - Providing a bonus height allowance or exemption from height restrictions that allow for construction of additional stories.
  - Reducing the amount of open space required on a development site.
  - Reducing the required number of parking spaces.
  - Setback reduction of the parent parcel

- Types of Bonuses
  
  - Housing Bonus
    - This category includes those bonuses in which the public benefit being sought is Affordable housing, Accessible Housing or Middle-Income Owner-Occupied Housing.
  
  - Specified Use Bonus
a. This category includes those bonuses in which the public benefit being sought is a particular use to be included in the project by the developer.
   i. Day Care
   ii. Retail Use
   iii. Grocery Store

 o Open Space Bonus
   a. This Category includes bonuses which are granted in return for developing open space for public use. The cost to the developer is the construction and upkeep of open space features. Some land is lost as it is made public, but the value of this land is recouped through chosen bonus/s
      i. Parks
      ii. Trails
      iii. Percentage bonuses
         1. Art
         2. Water features/public fountain

 o Design Specific Bonus
   a. This category includes bonuses which are earned by providing a standard building component to a different design or performance specification. The cost of the bonus is the additional cost that might result from constructing the component to a different standard than one otherwise would.
      i. Eco-roof
      ii. Below Grade Parking

 o Automatic Density Bonus
   a. This category includes specific bonuses which are automatically available to developments in specific areas identified as in need of higher density housing.
      i. Urban Renewal Area
      ii. Vertical Housing Tax Zone

 o Examples of Bonuses
   a. Bend, OR
      i. Density Bonus:
         1. Projects that are providing up to 50% of the units as affordable (targeting 80% of Area Median Income for ownership projects, 60% of AMI for rental projects) are allowed to go to 1.5 of the base density for that zone. It has a decreasing scale of 1.4 for 40% affordable, 1.3 for 30%, etc.
      ii. Parking Bonus
         1. For all multi-family developments at 60% AMI or under, requirement is 1 space per unit instead of 1.5.

 b. Beaverton, OR
   i. Open Space Bonus:
      1. Up to a 50 percent reduction in the required amount of open space as approved by the planning commission may be achieved by the development of 10 percent of the units as affordable housing. Up to 60 percent reduction may be achieved by the development of 20 percent of the units as affordable housing.
      a. Affordable housing is defined as housing affordable to households earning up to 100 percent of the median household income in Washington County, or less as adjusted for family size as determined by the U.S. Department of Housing and Urban

Housing Advisory Committee
Meeting Minutes May 20, 2022
Development (HUD). Housing prices and/or rents shall be limited to that level through deed restriction for up to thirty (30) years. Approval of the affordable housing Development Incentive Option shall be subject to a developer identifying and contracting with a public, or private housing agency that will administer the housing affordability guarantee.

- Are Density Bonuses Always Valuable?
  - While higher density buildings can add value to a real estate project, these buildings cost more to build – sometimes much more. Even if the added income of having more on-site units is more than the cost to build higher, increasing the allowable density may not automatically add enough value to offset the cost of providing affordable housing.

- Next Steps
  - Meet with our development community
    - What incentives would be most beneficial
    - Incentive benefits vs. cost increase to development
  - Fine tune details about program

- Bill Lovelace – Funding Low-Income Housing Developments
  - Building/Development History of Bill Lovelace
    - Worked for Kellenbeck Construction:
      - 1970-1984
      - Built single family and multifamily
    - Founded Wm. Lovelace Construction INC in 1985
      - Built 300 homes in Southern Oregon
    - Formed Lovelace Development LLC
      - Built a total of 2000 units of Rural Development, HUD, and conventional multifamily projects

- Public Service
  - Josephine County Homebuilders Board for 20 years
  - Oregon state homebuilders board of directors for 10 years
  - Vice chairman of multi-family committee at national level for subsidized rental housing programs
  - National association of home builders board for 6 years
  - Helped to start the Oregon chapter of Council for Affordable Rural Housing in 1990, which merged with Affordable Housing Management Association in 2000
    - Vice chair for 9 years
  - Inducted into Oregon’s Building Industry Hall of Fame in 2002 for work in low-income housing

- How Does Affordable Housing Happen?
  - Affordable Housing requires a combination of many different funding sources to fund
    - Federal funds
    - State Funds
    - Local Funds
    - Affordable Housing Development Programs
    - Rental Assistance Programs
    - Investors

- Why is Affordable Housing so Expensive?
a. Development costs a lot of money before there is any return on investment.
b. For loans, a developer must prove the development will produce enough revenue to pay back loans AND give a return to investors.
c. Size of loan based on future rent a building is expected to bring in for income.
d. Size of loan a bank will make depends on Net Operating Income (NOI).
   i. NOI is the amount of money a project expects to bring in from rent AFTER accounting for operating expenses, interest costs and cash flow.
   ii. Affordable housing requires large subsidies.

○ Source of Funds for Ramsey Project
  a. Federal
     i. Low Income Housing Tax Credit (LIHTC)
        1. Indirect subsidy provides incentive to private investors. They receive dollar to dollar reduction in federal tax liability.
        2. Investors receive credit for 10 years. Must remain affordable for at least 30 years.
        3. Program has been available since 1986.
           a. Created 3 million units over 45,000 projects.

  b. State
     i. Local Innovation and Fast Track Program (LIFT) Sale of Article XI-Q Bonds, Legislative
        1. Oregon Housing and Community Services is seeking application for new construction of affordable, multifamily units serving at or below 60% AMI.
        2. Highly competitive in our category. Rural communities set aside is $30,350,000.
        3. Total requests are $127,863,934, with 1 in 4 projects being chosen.

  c. Local
     i. City loaned 50% of land cost back to developer.
     ii. Josephine County Housing authority dedicated 40 section 8 vouchers to the project to reach a deeper affordability level. This is a federal program, administered through the state by local authorities meant to guarantee affordability for the project over time.

○ Hard/Soft Costs of Building
  a. These costs are often determined by market forces.
     i. Materials/Labor
     ii. Developer Fees
        1. Costs of doing business includes hiring staff, office expenses, finding and building new opportunities, design fees, legal reviews, insurance/bonding.
     iii. Other soft costs include:
        1. Architect/Engineering costs, environmental studies, SDC and permit fees.
        2. Reserve contingencies.

○ Future Operating Costs
  a. Project management costs
     i. Includes service costs involving fair housing and supportive housing.
     ii. On site management.
     iii. Verification of income.
b. Maintenance Costs
   i. Inspection costs for sprinklers and elevators
   ii. Standby water costs
   iii. Landscaping

○ Steps Involved in the Process
   a. Site selection requirements
      i. Close to medical, grocery stores, schools, and other services
      ii. Transit alternatives or short walking distances mandatory

○ Building Partnerships for Ramsey Property
   a. Building strong local partnerships helps to increase competitiveness
      i. Chrisman Development from Enterprise, OR
      ii. Architect/Engineer, as well as General Contractor, Ausland Group
      iii. City of Grants Pass loan provider
      iv. Evergreen Federal Bank if extra loan is needed. Below market rate loans can be provided if qualified. They receive tax credit and get credit towards community reinvestment act requirements

○ Making the Project Competitive
   a. Project has been combined with two other sites in Phoenix. The combination of the three projects is named Bear Creek Apartments.
      i. These two projects (160 units) are replacement projects from the Almeda fire.
      ii. A memorandum of understanding (MOU) has been set up between Chrisman Development Inc., Trinity Development Alliance, a service provider, and Viridian Management, Inc., a Property Management company. The purpose is to help households achieve and maintain housing stability.
      iii. ACCESS Community Action Agency of Jackson County also signed an MOU to provide bilingual and multicultural services and enhance Affirmative Fair Housing Market outreach to the greater Latino community and other underrepresented communities of color.

○ Looking to the Future
   a. Federal and state funded projects, HUD, LIFT, LIHTC, come with Deed restrictions already in place
   b. Other affordable housing options will require some sort of deed restriction to insure they are affordable for 30 years or more (Duplexes, triplexes, and other multifamily projects)
   c. The job of making sure tenants are income eligible is big and will require 3rd party verification

○ What Can be Done?
   a. Make more land available for large multifamily projects
   b. Building codes and rate fee increases drive up the cost of multifamily housing. The costs of new regulations end of being passed on in rents, reassess the necessity of the many inspections and requirements that add cost and labor to providing affordable housing.

d. Discussion on adding a new categorized position to the Housing Advisory Committee for “Local Builder”
   • Council has requested the Housing Advisory Committee’s recommendation on potentially adding a new committee seat for an active local builder or developer.
MOTION/VOTE
Member Engel moved, and Member Gulliford seconded the motion to recommend council create an additional Housing Advisory Committee seat designated for an active local builder or developer. The vote resulted as follows: “AYES”: Chair Walker, Vice Chair Bradbeer, Members Arthur, Gulliford, Engel, Fowler, and D’Amico. “NAYS”: None. Abstain: None.
Absent: Members Bradley, Brown, Elzy, Foster, and Wheeler.
The motion passed.

6. Matters from Committee Members and Staff:
   a. Allenwood property status update
   b. Housing Needs Analysis Comprehensive Plan amendment update
   c. Housing Production Strategy subcommittee meeting
      • June 3rd
   d. Middle Housing Code text amendment
      • City Council on June 15th

7. Future Agenda Building for Next Meeting:
   a. Seeking legal guidance on vertical housing tax credit/City developed low-income tax credit
   b. Resources to start implementing Housing Production Strategies
   c. Raising maximum height limit
   d. ADU definition clarification in development code
   e. Cave Junction development information – David Garcia

8. Adjournment
   a. Chair Walker adjourned the meeting at 10:37 am.

Next scheduled meeting: June 17, 2022, in the City Council Chambers.

Minutes prepared by Amber Neeck, City of Grants Pass Community Development.
Historical Buildings and Sites Commission
MEETING MINUTES
March 10, 2022
5:15 pm Council Chambers

COMMISSIONERS:
Ward Warren (Chair)
Arden McConnell (Vice Chair)
Virginia Ford
Shirley Holzinger
Nathan Miller
Sandra Crowder (absent)
Cynthia Charat

STAFF/LIAISON MEMBERS:
Bradley Clark – Director Community Development
Jason Maki – Associate Planner

COUNCILLIAISON:
Joel King

GUESTS:

1. Roll Call – Chair Warren called the meeting to order at 5:17 pm.

2. Introductions: None.

3. Public Comment: None.

4. Approval of Minutes:
   a. February 10, 2022:

   MOTION

   Vice Chair McConnell moved, and Commissioner Ford seconded the motion to approve the February 10, 2022 minutes as amended. The vote resulted as follows: "AYES": Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Charat. "NAYS": None. Abstain: None. Absent: Crowder.
   The motion passed.

5. Action Items:
   a. Draft Local Landmark Development Code Text Amendment
      a. The idea of the Local Landmark Development Code Text Amendment is to look at the list of National Register of Historic Places properties and to fast track them into becoming designated as Local Historic Landmarks.
      b. Community Development Director, Bradley Clark, presented findings of a memo which was attached to the packet. The memo gave background into the impacts of a development code amendment.
      c. Staff suggested there may be an opportunity to update our historical sites inventory.
      d. 9 properties are listed on the National Register of Historic Places that are not designated as Local Historic Landmarks.
      e. Discussion by Commission members led to consensus and agreement that properties already listed on the National Register of Historic Places should have a expedited process for being designated as Local Historic Landmarks.

   b. Riverside Park Signage
      a. Staff Member Jason Maki presented a PowerPoint presentation of the current status of signage at Riverside Park.
b. There is a desire by the Commission to have a uniform theme to the signage at Riverside Park.

c. Staff gave an update on changes that have already been made at the park.

d. Staff clarified there is not currently a plan for the 7th street sign to be replaced.

e. Staff and the Commission discussed the possible opportunity to pursue grant funding to support a signage project.

f. Commissioner McConnell mentioned that a new sign should be placed at the SE Vista Drive entrance to the park.

c. Discussion and possible action: NW Conservation District

a. Purpose of the NW Conservation District is to protect the historic integrity of northwest neighborhoods.

b. Oregon State Statute requires that residential development standards imposed by a local municipality must be clear, objective, and measurable.

c. Commissioner Miller called out the need for a Development Code amendment and asked if the draft language would be included by a consultant.

d. The Commission was in support of moving forward in working with a consultant to develop the clear, objective, and measurable standards, as well as, creating draft Development Code amendment language.

e. Commissioner Ford expressed delight in the reconstruction of a Tudor style home on Lawnridge and Midland. The home had previously been damaged by fire.

6. Matters from Commission Members and Staff:

a. New Local Landmark Applications

   i. A recent article in the Grants Pass Daily Courier was included in the packet

   ii. Staff informed the Commission that the Caveman Bowl Local landmark application has not been signed by all owners, and that the application is currently on hold.

b. Historic District Map

   i. Staff received an informal estimate for printing maps which is about one dollar a sheet.

   ii. The Commission gave staff direction to get a more formal estimate with different print quantities (1000, 2000, and 4000)

c. Local Landmark Invite Letter

   i. The Commission agreed to delete the reference to navigating the website since the search functionality on the City website has been improved.

d. Redwood Empire Sign

   i. Commissioner Ford inquired about the status of the bollards, which were previously proposed. Staff agreed to update the Commission when an update was available.

7. Future Agenda Building for Next Meeting:

a. Discussion took place regarding the fact the mask mandate is ending and that the next meeting can be attended without masks.

b. There was a technical issue with the recording and the last 10 mins of the meeting was not recorded.

8. Adjourn: 6:26 pm

*Historical Buildings & Sites Commission*

*Meeting Minutes March 10, 2022*
Next Meeting: April 14, 2022

Summary minutes prepared by Jason Maki, Associate Planner, Grants Pass Community Development.
Historical Buildings and Sites Commission
MEETING MINUTES
April 19, 2022
5:15 pm Council Chambers

COMMISSIONERS:
Ward Warren (Chair)
Arden McConnell (Vice Chair)
Virginia Ford
Shirley Holzinger
Nathan Miller
Sandra Crowder
Cynthia Charat (absent)

STAFF/LIAISON MEMBERS:
Bradley Clark – Director Community Development
Jason Maki – Associate Planner

COUNCILLIAISON:
Joel King

GUESTS:
Scott Lindberg

**Due to a technical issue, the meeting was not recorded

1. Roll Call – Chair Warren called the meeting to order at 5:17 pm.

2. Introductions: None.

3. Public Comment: None.

4. Approval of Minutes:
   a. March 10, 2022:

   MOTION

   Vice Chair McConnell moved, and Commissioner Holzinger seconded the motion to approve the March 10, 2022 minutes as amended. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Crowder.
   “NAYS”: None. Abstain: None. Absent: Charat.
   The motion passed.

5. Action Items:
   a. Public Hearing for 303-00116-22; Local Historical Landmark Designation at 121 NE B Street

   The Historic Buildings and Sites Commission APPROVED the recommendation for approval of the Historic Local Landmark request to the City Council for project 303-00116-22. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Crowder.
   “NAYS”: None. Abstain: None. Absent: Charat.
   The motion passed.

   b. Public Hearing for 303-00117-22; Local Historical Landmark Designation at 116 SE H Street

   The Historic Buildings and Sites Commission APPROVED the recommendation for approval of the Historic Local Landmark request to the City Council for project 303-00117-22. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Crowder.
“NAYS”: None. Abstain: None. Absent: Charat.
The motion passed.

c. Public Hearing for 303-00118-22; Local Historical Landmark Designation at 961 SE 8th Street

The Historic Buildings and Sites Commission APPROVED the recommendation for approval of the Historic Local Landmark request to the City Council for project 303-00118-22. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Crowder.

“NAYS”: None. Abstain: None. Absent: Charat.
The motion passed.

   i. Commissioner Miller presented a proposed plaque that would be placed at the new development located at the corner of SW 4th Street and SW J Street.
e. Discussion and possible action regarding the Historic Jo Co General Hospital
   i. Community member, Scott Lindberg, presented recent developments that could affect the site where the Historic Josephine County Hospital is located. Changes to the site included the possible demolition of the structure. After deliberation by the Commission Council Liaison, Joel King, offered to draft a letter to the County Commissioners encouraging them to consider the repurposing of the building.

6. Matters from Commission Members and Staff:

a. Forest Service Compound Update
   i. Community Development Director, Bradley Clark, gave an update to the Commission. The development is still under active development, however not to the point where the existing historic structures on the site are being affected. The applicant has indicated that if and when there are any changes to the existing structures the applicant will present the proposal to the Commission.
   ii. 2 building permits have been completed, and 7 have been issued.
b. Riverside Park Signage
   i. Staff Liaison, Jason Maki, gave an update to the Commission regarding the current status of the signage at Riverside Park.
   ii. The commission approved the following motion:

   MOTION

Vice Chair McConnell moved, and Commissioner Crowder seconded the motion to recommend the Riverside Park entrance sign on 6th Street be replicated and used to replace the existing sign on 7th Street and East Park Street. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair McConnell, Commissioners Ford, Miller, Holzinger, and Crowder.

“NAYS”: None. Abstain: None. Absent: Charat.
The motion passed.

c. SHPO Grant Project List
   i. Staff provided the commission the grant project list provided by SHPO.
d. Redwood Empire Sign Update
   i. At the time of the meeting there was no update.
e. Conservation District RFP Update
   i. Staff presented a timeline of issuing an RFP.
   ii. George Kramer provided a response to his availability indicated having the ability to complete the project late this year or early next year.

Historical Buildings & Sites Commission
Meeting Minutes April 19, 2022
f. Historic District Map Update  
   i. Staff is actively pursuing estimates for the cost of printing a new batch of maps.

7. Future Agenda Building for Next Meeting:

   a. Public Hearing for 303-00119-21; Local Historical Landmark Designation at 1230 Rogue River Highway

8. Adjourn: before 7:00 pm

Next Meeting: March 19, 2022

Summary minutes prepared by Jason Maki, Associate Planner, Grants Pass Community Development.
COMMITTEE ON PUBLIC ART
Meeting Minutes – April 12, 2022 at 5:30 pm
Ridge Conference Room

Committee Members:
Larry Evans (Chair)
Cal Kenney (Vice Chair)
Sulaiha McDougall
Michael Holzinger – By Teams
Robyn Lofing-Dean
Deanna Morse
Pattie Crumpton
Diane Dahlgren
Kate Bortells – Absent

City/Staff/Council Liaisons:
Gabby Sinagra (Assistant Planner)
Vanessa Ogier (City Council)

Guests:
Aaron Cubic
Ward Warren

1. Roll Call: Chair Evans called the meeting to order at 5:30 p.m. and took roll call.

2. Introductions: Ward Warren, Chair of Historical Building and Sites Committee (HBSC) and Aaron Cubic, City Manager.

3. Public Comment: Guest Ward Warren spoke and said on behalf of the HBSC, the committee would like to see more art in the Historic District. One of the HBSC’s focuses is the expansion of the Historic District and Mr. Warren stated that public art is what helps to keep the district lively. It is the HBSC’s wish to see CoPA members on the Caveman Plaza Taskforce and to promote more collaboration between committees.

4. Approval of Minutes: March 8, 2022

MOTION/VOTE
Chair Evans moved, and Member Morse seconded the motion to approve the minutes from March 8, 2022 with a revision changing 10 Potential Art Spotlights to Highlights. The vote resulted as follows: “AYES”: Chair Evans, Vice Chair Kenney, Members Holzinger, McDougall, Lofing-Dean, Dahlgren, Morse, and Bortells. “NAYS”: None. Absent: Member Crumpton.

The motion passed.

5. Action Items:
   a. Further Discussion Concerning Budget and Process with City Manager Aaron Cubic
      - City Manager Aaron Cubic clarified that the budget process and funding for committees is driven by the Strategic Plan. Mr. Cubic clarified the process that governs the Strategic Plan as far as goal setting, prioritization of goals, and how funding is then allocated based on each goals priority rating.
      - Mr. Cubic explained that the Strategic Plan guides the formulation of the Budget for the fiscal year. There are four budget meetings scheduled in May to propose the budget for the new fiscal year. The budget is then proposed to the Budget Committee. Once the Budget Committee approves it, it is then brought before Council for adoption in June.
• Specific to CoPA is the Parking Lot Art that is a Lands and Building Project which receives capital funding. In addition, there is Alley Activation which is also a Lands and Building Project. Each project is budgeted to receive $15,000 for the fiscal year. These funds will not be accessible until July.

• Mr. Cubic clarified that one of CoPA’s goals to receive a portion of Tourism Lodging Tax made it as a one-star item onto the Strategic Planning document. He clarified that TLT funds must be utilized only for travel and tourism type activities.

• Mr. Cubic went over the grant and donation aspects of CoPA’s funding. Currently there is $7,677.77 that is CoPA dollars set aside for CoPA activities. This is not City money; these are third party funds. These funds are located in the CoPA restricted account.

• Staff Liaison Sinagra clarified that some of the funding in the CoPA restricted account has been awarded for specific projects and may not be utilized for anything other than those projects. i.e., Art in Motion and Art Along the Rogue.

• Chair Evans asked Mr. Cubic if CoPA is allowed to do their own fundraising activities. Mr. Cubic responded that he would need more details as to what those activities would entail before he could give an answer.

• Mr. Cubic suggested that CoPA refine their art inventory list and create a program to coordinate repairs. A first step would be to define maintenance activities and create a plan for the art pieces on the inventory list.

• Member Holzinger discussed his difficulties in locating a qualified individual to do the repairs and suggested putting out an RFP.

• Mr. Cubic informed the committee of two new positions that the City is hiring: Economic Development Specialist, who will be the new staff liaison for CoPA and the Economic Development Manager. The Economic Development Specialist has been hired and will be taking over CoPA at the next scheduled meeting in May.

b. Art Map Updates

• The Art Map subcommittee has met twice. Members Kenney and Morse have walked half of the current map to coordinate what changes should or shouldn’t be made. It was decided that the current map covers too great an area. The subcommittee discussed dividing the map into sections and creating separate art loops to walk around. Discussion also focused on identified benches and bathrooms.

• The subcommittee is still fine tuning the concepts for the Art Map. Nothing yet has been decided.

• Discussion centered on the need for fixing and refining the Art Inventory list that is informing the creation of the Art Map.

**MOTION/VOTE**

Member McDougall moved, and Member Morse seconded the motion to put the current excel sheet of the Art Inventory list on the City’s page so that committee members may access and edit the document as needed. The vote resulted as follows: “AYES”: Chair Evans, Vice Chair Kenney, Members Lofing-Dean, Holzinger, Dahlgren, McDougall, Morse, and Bortells. “NAYS”: None. “ABSTAIN”: None. Absent: Member Crumpton.

The vote passed.
6. Subcommittee Updates
   - Discussion revolved around the need for an updated and accurate inventory of artists who have done work in Grants Pass.
   - Member Dahlgren brought up some of the difficulties and inconsistencies in getting the Art Map linked with GIS. There was also discussion considering what the boundaries of the walking map should be.
   - Member Holzinger gave an update on his efforts in regard to getting Art Maintenance done. He has so far been unsuccessful in finding someone to do some of the projects but is continuing to reach out. He has one contact he will reach out to and update the committee at the next meeting.

Matters from Committee Members and Staff: none

7. Future Agenda Building for Next Meeting
   a. Further Discussion Concerning Budget and Process with City Manager Aaron Cubic
   b. Art Map and discussion of 10 potential art highlights to be included

8. Adjournment
   a. Meeting adjourned at 7:02 pm.

Next meeting date: May 10, 2022, at 5:30 pm in the Ridge Conference Room.
Minutes prepared by Gabby Sinagra, City Staff Liaison.
COMMITTEE ON PUBLIC ART
Meeting Minutes – May 10, 2022 at 5:30 pm
Ridge Conference Room

Committee Members:
Cal Kenney (Chair)
Kate Bortells – Absent
Pattie Crumpton - Absent
Diane Dahlgren
Michael Holzinger – By Teams
Robyn Lofing-Dean
Sulaiha McDougall
Deanna Morse
Seat Vacant

City/Staff/Council Liaisons:
James Conway (Staff Liaison)
Vanessa Ogier (City Council)

Guests:
Gabby Sinagra (Assistant Planner)
Larry Evans

1. Roll Call: Chair Kenney called the meeting to order at 5:40 p.m. due to technical difficulties and took roll call.

2. Introductions: James Conway (Staff Liaison)

3. Public Comment: Mr. Larry Evans commented that James is going to be talking a little bit about Art Along the Rogue, and we had a meeting last week and looking for great things out of the city. There are many things going on and he will try to be available to help James with Art Along the Rogue.

4. Approval of Minutes: April 12, 2022

MOTION/VOTE
Member Dahlgren moved, and Member Lofing-Dean seconded the motion to amend and approve the minutes from April 12, 2022. The amendment is as follows: correction of roll call, Patti Crumpton was present, and Kate Bortells was absent. Removal due to duplication of City Council Liaison Ogier’s comments on thoughts of severing ties with Sister City in Russia. Also, changing language on item 5b regarding benches. Instead of “providing benches,” change to “identifying benches.” The vote resulted as follows: “AYES”: Chair Kenney, Members Holzinger, McDougall, Lofing-Dean, Dahlgren, Morse, and. “NAYS”: None. Absent: Members Crumpton and Bortells. The motion passed.

5. Action Items:
   a. Excel Sheet for art inventory on the City’s website:
      • Member Dahlgren gave an update on the map and stated that she will incorporate the updates into the revised inventory Excel sheet provided by James.
      • Member McDougall brought up her previous comments last meeting about having the inventory sheet posted on the City’s website on the CoPA page, so the public can contact them to add pieces and will be updatable. James said he will investigate.
• Member Holzinger stated that the Duck Lot and art boxes need to be added to the inventory and Member Dahlgren agreed that there are a lot of items to be added.
• Member McDougall brought up columns for the maintenance plan to be added, like how often, what needs and last time it was maintained.

b. Review Report for Josephine County Cultural Coalition Grant:
• Member Holzinger stated that he had a question because no one reported back to the JCCC for the art box. He had the question, "did Susan send the letter in? And he responded yes, she did send the letter in.

c. Discussion on inventory list/maintenance and repairs
• Member Dahlgren asked if CoPA oversees identifying maintenance and repair issues. Guest Gabby Sinagra reiterated the previous conversation with City Manager Cubic, it would be best to create an inventory that CoPA would administer. This list serves as a dual function that includes maintenance and identification.
• Member Holzinger suggested that the Gold Miner should be on the top of the list for maintenance due to current condition.
• Member Morse brought up the “proactive concept” which is trying to put better lighting, things that would deter future problems, and suggested that better lighting at the salmon sculptures, duck lot and security cameras.
• Member Holzinger said that the maintenance cost of the Gold Miner will be well over $500 dollars, due to the current state. Member Dahlgren asked if there is someone who can repair it and Member Holzinger said he has no idea.
• Member Morse stated that our recent art that we paid for, we want protected for the future, so anything we can do to keep it damage and graffiti free is important.

MOTION/VOTE
Member McDougall moved, and Member Lofing-Dean seconded the motion to use money allocated from the monies available in the maintenance fund to light up art pieces in Grants Pass. The vote resulted as follows: “AYES”: Chair Kenney, Members Lofing-Dean, Dahlgren, McDougall, Morse. “NAYS”: Member Holzinger. “ABSTAIN”: None. Absent: Members Crumpton and Bortellis. The vote passed.

MOTION/VOTE
Member McDougall moved, and Member Morse seconded the motion to use money allocated from the monies available in the maintenance fund to touch up and maintain the frogs in the Frog Lot with oil. The vote resulted as follows: “AYES”: Chair Kenney, Members Lofing-Dean, Holzinger, Dahlgren, McDougall, Morse. “NAYS”: None. “ABSTAIN”: None. Absent: Members Crumpton and Bortellis. The vote passed.

6. Matters from Committee Members and Staff:
a. Public Art of the Month – review discussion
• Guest Gabby Sinagra stated to the committee that the city is not going to allocate additional funding to run adds in the Courier, and the city is advocating to promote Art of the Month digitally.
• Member Holzinger said that promoting it digitally is fine in an addition to the Courier, but we want people in the community to know about these art pieces and it is a way to reach people who do not go to the computer to find these.

b. Bronze Repairs for Art Maintenance:
• Gabby Sinagra suggested to the group that an RFP is a complex process that involves a budget, and it would be a better process to conduct a "Call to Artist" to recruit artisans that have skills to maintain art pieces.

7. Future Agenda Building for Next Meeting
   a. Elect a new Vice Chair
   b. Review of the Public Art Master Plan
   c. Art of the Month – funding and increasing community access

8. Adjournment
   a. Meeting adjourned at 7:05 pm.

Next meeting date: June 14, 2022, at 5:30 pm in the Ridge Conference Room.
Minutes prepared by James Conway, City Staff Liaison.
CENTRAL BUSINESS DISTRICT VITALIZATION TASKFORCE
Meeting Minutes – May 9, 2022, at 3:00 pm
Ridge Room 108

Committee Members:
Andreas Blech
Terri Collins-Bain
Ginger Ford
Nick Gates – Vice Chair
Julia Hendricks
Terry Hopkins
Bob Lange
Ward Warren - Chair

City/Staff/Chamber/Council Liaisons:
Joel King (City Councilor)
James Conway (City Liaison)
Guest:
Jason Maki (City Planner)
Curt Collins (City Councilor)
Brian DeLaGrange (City Councilor)

1. Roll Call: Chair Warren started the meeting at 3:00 pm.

2. Discussion on meeting procedures:
   - Chair Warren indicated he wanted to go over procedures and processes and said that members will stick to the topic and have no side chatter because the mic picks this up and makes the recording process for the minutes more difficult.
   - Chair Warren clarified that everyone is welcome to speak and please raise your hand and the Chair will recognize you.

3. Public Comment: None

4. Approval of Minutes: April 26, 2022

   MOTION/VOTE
   Member Hendricks moved, and Member Hopkins seconded the motion to approve the minutes from April 26, 2022 as amended. The amendment is as follows: Chair Warren mentioned that both City Council and the taskforce agreed to wait until the taskforce makes specific recommendations, at that time if the recommendations are appropriate, we at that time would look at hiring a contractor and/or consultant to carry out the plan. The vote resulted as follows: “AYES”: Chair Warren, Vice Chair Gates, Members Blech, Collins-Bain, Ford, Hendricks, Hopkins, and Lange. “NAYS”: None. Abstain: None. Absent: None.

   The motion passed

5. Clarify nomination/confirmation of Vice Chair position:
   a. Chair Warren wanted to clarify the nomination so that the taskforce is procedurally correct. There was not an official vote for Vice Chair and want to make it official. He brought up the Motion/Vote for Vice Chair.

   MOTION/VOTE to Elect Vice Chair
   Member Hendricks moved, and Member Hopkins seconded the motion to elect Nick Gates as Vice Chair. The vote resulted as follows: “AYES”: Chair Warren, Members Blech, Collins-Bain, Ford, Gates, Hendricks, Hopkins, and Lange. “NAYS”: None. Abstain: None. Absent: None.

   The motion passed

6. Matters from Taskforce Members and Staff:
   a. Brainstorm session on agenda items (6a and 6b)
Chair Warren stated that the "low hanging fruit" may be impacted by larger projects and cited the larger project of reconfiguration of G Street. He opened the discussion to start with the "low hanging fruit" projects.

Member Blech wanted to clarify the final objective and asked the question, who is paying for all of this?

Chair Warren responded that there is existing budget for certain items like the lighting project, there is an existing budget for downtown plaza, there is an existing budget for a lot of things and on top of that there are Urban Renewal monies available.

Member Lange interjected the point that regardless of what Mr. Boersma does with his property, most of the items and projects to consider does not relate directly to his property and recommended to stay of that topic and focus on the achievable goals.

Member Hendricks addressed Member Blech's question, who will pay for these projects? She stated that the taskforce does not have a budget and they are tasked on presenting recommendations to the City. The City would figure it whether to fund it or not. That is what her understanding was of the original taskforce and did not see it changing.

Council Liaison King explained the importance of prioritization and budgets. He said that having a prioritized list of projects will fit any budget, if you must cut the budget, then the higher prioritized projects will be more likely to be implemented.

Member Hendricks said what she considers being "low hanging fruit" is tree planting, but at the same time, we do not want to do a project prematurely resulting in tearing out trees.

Member Hopkins asserted that his suggestion would be the lighting project on 5th Street between G and H. He also added bringing power into the alleys that we are looking to develop later, so it is available for future events as another item to add to the list.

Member Blech concurred with Member Hendricks suggestion of trees being on this list.

Vice Chair Gates state his "list" starting with, trees, street lighting, intersection bump outs, parking lot improvements, art walk and Welcome Center improvements. He sees that that the Welcome Center is a huge asset.

He also added that the alley way improvements are very major and then reconfiguration of G Street, the owl parking lot/plaza and then the town center plaza would be the larger projects.

Chair Warren suggested that the taskforce invite Jim Love to give a presentation, he is an architect, and we should spend an evening with his plan, and find if valuable to have him here to ask him questions and let him respond. He asked for a show of hands who would like to invite Jim Love.

Results: Everyone agreed, except Member Hendricks who did not raise her hand.

7. Action Items (Discussion of G Street reconfiguration)
Chair Warren suggested that the taskforce start with pros and cons regarding the reconfiguration.
Member Blech stated he cannot think of any pros.
Member Hendricks stated that the pro would be that the City would widen the sidewalk that will benefit restaurants.
Member Blech stated that his cons are the historic nature, the one-way and angled parking is not historic, the second is the safety issue, backing up presents unsafe driving, and location is essential and changing G Street into one-way will result in businesses suffering.
Member Collins-Bain agreed with Member Blech points, she stated that a one-way will bypass a whole block of businesses.
Member Hendricks suggested that her con to add to the list would be that the current plan does not take the one-way, it should go to F St.
Member Ford said that vehicle and pedestrian safety is involved. She has looked at this for 2-3 years and one-way’s do not work, their business went down the tube, and a lot of areas (Cities) have tried this and failed.
Member Lange suggested that the group look more closely at the Terrain Landscape plan. Chair Warren agreed.
Member Hopkins suggested that the taskforce meeting be adjourned as to respect others time and the meeting was set until 4:30.
Members agreed to adjourn.

8. Future Agenda Building for Next Meeting:
   a. Prioritizing Items 1-12 from the list taken at last meeting ("low hanging fruit")
   b. Review Survey Results of G Street reconfiguration
   c. Review Safety Report
   d. Review previous presentation to City Council provided by Jim Love

9. Adjournment:
   a. Meeting adjourned at 4:46 pm

Next scheduled meeting: May 24, 2022, at 5:30 P.M.
Minutes prepared by James Conway, Staff Liaison
CENTRAL BUSINESS DISTRICT VITALIZATION TASKFORCE
Meeting Minutes – May 24, 2022, at 5:30 pm
Ridge Room 108

Committee Members:
Andreas Blech
Terri Collins-Bain
Ginger Ford
Nick Gates – Vice Chair - Absent
Julia Hendricks - Absent
Terry Hopkins
Bob Lange - Absent
Ward Warren - Chair

City/Staff/Chamber/Council Liaisons:
Joel King (City Councilor) - Absent
James Conway (City Liaison)
Guest:
Brad Clark (Community Development Director)

1. Roll Call: Chair Warren started the meeting at 5:30 pm. He stated that Jim Love was scheduled to be there, but he is sick and could not make the meeting.

2. Public Comment: Councilor Brian DeLaGrange made a public comment on the G Street reconfiguration. He brought full size plans and wanted to give a little context. He said that the three main benefits in after looking at this plan in his opinion are one, having a full length parklet along a two-block period, basically from 6th to 4th and having an extended sidewalk. The second, having all parking on the south side facing all the businesses and the third benefit would be to have the crosswalk distances reduced to half. He had a conversation with Aaron Cubic today about this and Aaron mentioned that the schematic is a rough draft and suggested to do a traffic impact analysis to see how this reconfiguration would impact the streets around the area.

3. Approval of Minutes: May 9, 2022

MOTION/VOTE
Member Hopkins moved, and Chair Warren seconded the motion to approve the minutes from May 9, 2022. The vote resulted as follows: “AYES”: Chair Warren, Members Blech, Collins-Bain, Ford, Hopkins. “NAYS”: None. Abstain: None. Absent: Vice Chair Gates, Members Hendricks, and Lange.
The motion passed

4. Discuss G St. Reconfiguration Survey results:
   a. Chair Warren stated that the survey had a limited amount of people who responded and there are a lot of questions from people on both sides of the matter. People did not have enough information to make an informed decision, because there has not been a lot of public presentation on the subject. There are more unanswered questions. He also commented on how several property owners did not receive a survey. Member Blech agreed.
      • Members Hopkins stated that if there is a way to repeat the survey it would be worthwhile, my biggest takeaway was that 56% of people did not have any major concerns to the reconfiguration. He would not be opposed to having a larger sample and a larger response.
      • Chair Warren commented that what concerns him more than the number of people who responded, is that the property owners,
especially ones who own multiple properties did not receive a single survey.

- Member Collins-Bain stated her concern was that lots of people in the little “area” did not know what the survey was about.

- Member Blech said his concern was he did not, and his tenants did not get notified, he is the owner of ten or eleven address with in a couple hundred yards of the “area” and do not think any of his tenants received the survey and he was disappointed.

- Chair Warren stated that he thinks that the property owners are important in this, and he thinks that the property owners are not receiving the attention that they need.

- Member Ford cited an anecdotal example in Oklahoma that reconfigured to a one-way then reverted to a two-way and continued to say going through the process of reconfiguration and then going back will be costly.

b. Review Safety Information:

- Chair Warren stated that the data given to him in the table referring to the number of accidents seems minimal. He commented that the reason why there are few accidents is because people go slow down G Street.

- Member Hopkins commented that when he was in Bend, Oregon, he had an opportunity to talk to business owners and there was a mix of feelings on the one-way and angle parking. What resonated with him was a business owner told him (relating to safety and angle parking), when the driver and passenger exit their vehicle, they are not exiting into traffic. Parallel parking makes drivers exit their vehicles into the flow of traffic.

- Member Ford said that she has never seen so many “j-walkers” as she does on G Street. There would be more pedestrian accidents if the vehicles drove faster.

c. Terra Firma Presentation and Jim Loves Presentation:

- Member Blech asked the question, can Jim Love present at the next meeting? He also stated that his presentation should be a high priority agenda item. Member Collins-Bain agreed.

- The taskforce agreed to wait to discuss the presentation until Jim Love makes a presentation to the taskforce.

5. Action Items

a. Diagram of the G Street reconfiguration discussion:

- Chair Warren said that if the Parklets continue then there could be loss of about five more parking spaces. He continued to say that over the years we have lost a lot more parking spaces then we have gained.

- Chair Warren said the proposed parking is about twenty feet long and asked how long diagonal parking is?

- Brad Clark responded by saying that diagonal parking is approximately two to three feet longer, and said code is 23 feet.

b. Discuss potential action plan:
- Member Hopkins suggested a potential action plan may include a better survey, sounds like we did not get the feedback that we need.
- Chair Warren and Members Blech, Collins-Blain, and Ford agreed.
- Brad Clark clarified that there was very little analysis on the engineering side and the only direction given was to have a taskforce. In the terms of the survey, it takes time and money, and a part of the recommended "package" could be another survey that reaches more stakeholders in downtown.

c. Prioritize list of the eleven items from previous meeting.
   - Prioritization was held till next meeting.

d. Nomination of person to fill vacant seat:
   - Members Blech nominated Michael Holzinger, stating it would be good to have representation from the CoPA committee.
   - Chair Warren suggested to CoPA members to attend taskforce meetings and seconded the nomination.

   **MOTION/VOTE**

   Member Blech moved, and Chair Warren seconded the motion to nominate Michael Holzinger to fill the vacant taskforce seat. The vote resulted as follows: "AYES": Chair Warren, Members Blech, Collins-Bain, Ford. "NAYS": Member Hopkins. Abstain: None. Absent: Vice Chair Gates, Members Hendricks, and Lange.
   
   The motion passed

6. Future Agenda Building for Next Meeting:
   a. Contact Jim Love and have a presentation.
   c. Invite Sulaiha McDougall from CoPA to meeting

7. Adjournment:
   a. Meeting adjourned at 6:50 pm

Next scheduled meeting: June 6, 2022, at 3:00 P.M.

Minutes prepared by James Conway, Staff Liaison
TOURISM ADVISORY COMMITTEE
Meeting Minutes – May 3, 2022, at 4:00 pm
Ridge Room 108

Committee Members:
Doug Bradley (Chair)
Terry Hopkins (Vice Chair)
Barb Hochberg
Tamara Bushnell
Wynnis Grow
Rebecca Anderson
Mandi DeVaglio
Tamra Martin
Kevin Hopper

City/Staff/Chamber/Council Liaisons:
Brian DeLaGrange (City Councilor) - absent
Josie Melloy (Chamber Liaison)
Darin Fowler (County Liaison)
James Conway (City Liaison)

Guest:
Tori Middelstadt, Travel Grants Pass

1. Roll Call: Chair Bradley started the meeting and took roll at 4:00 pm.

2. Introductions: New members – Kevin Hopper from Dutch Bros.

3. Public Comment – none

4. Approval of Minutes:
   a. Approval of minutes from April 5, 2022.

   MOTION

   Member Grow moved, and Vice Chair Hopkins seconded the motion to approve the April 5, 2022, minutes, as submitted. The vote resulted as follows: “AYES”: Chair Bradley, Vice Chair Hopkins, Members Hochberg, Bushnell, Grow, Anderson, DeVaglio, Martin, and Hopper. “NAYS”: None. Abstain: None. Absent: None.

   The motion passed.

5. Work Session Items:
   a. Review of Committee Bylaws
      • Chair Bradley posed a question to James if he found the bylaws.
      • James replied that in his research and contacting administration that Resolution No. 3180 did not have bylaws attached and it was recommended by administration to provide a copy of the committee handbook.
      • Chair Bradley gave a brief overview of the Resolution and the Tourism Committee scope and purpose. He also stated, “We need to look at and organize what our mission is as a committee, how can we enhance and recommend tourism as an asset for City of Grants Pass and Josephine County?”
      • County Liaison Fowler asked the question if other committees have bylaws?
      • Council Liaison DeLaGrange responded that he thinks that they do not have bylaws, but they have resolutions that formed them and referred to the committee handbook as a “bylaw” guide.
      • Vice Chair Hopkins stated that its important to have certain segments of industry represented on the committee.
• Chair Bradley recommend to table this matter and to come back and make recommendations to how this should read. Then he opened the floor for the committee to ask questions or comments on this.
• Member Martin stated that being new to the committee, having clear goals defined would be helpful moving forward.
• Vice Chair Hopkins said there is a certain allocation of the Tourism Lodging Tax (TLT) that must be allocated to tourism promotion and tourism related facilities.
• Tori Middelstadt read the 6 goals for the tourism committee to all the members.
• Council Liaison DeLaGrange stated (regarding the goals), parklets are available this year, Central Business District Vitalization Taskforce (CBDV) is working on the Downtown Master Plan, and Dollar Mountain is moving forward and there is money allocated for it.

b. Financial Update
• James stated in his research, he did not feel comfortable updating the committee on finances where he has no prior knowledge or context. He felt that it is important to be accurate and recommend to table this for next meeting.
• Council Liaison DeLaGrange updated the group that the TLT dollars intake is significantly higher, about 25-30 percent. He updated the committee on the Welcome Center remodel where it is going to get more utilized, by having two City Offices there.

6. Information Sharing
• Committee Members: Introduction to New Member Hopper and Martin
  • Member Hopper is the Director of Dutch Bro Learning. He administers Dutch University, where they train 20,000 employees. Background is outdoor education.
  • Member Martin gave a brief introduction of her background. She has been focusing on future planning for the fairgrounds and having it be a jewel for the county.
  • Vice Chair Hopkins gave an update on the CBDV Taskforce, formally known as Caveman Plaza Taskforce, and stated how optimistic he is. Next meeting is Monday, May 9 at 3:00 PM and he encouraged other members to attend the meeting.
• City Council update: Council Liaison DeLaGrange
  • He mentioned that there is about $350,000 for tourism facilitates which most of it has been allocated to other projects, but also mentioned funds from this amount will be available to the committee to make recommendations to City Council as well.
• County update: County Liaison Fowler
  • County Liaison Fowler asked about the Redwood Hotel and what is going on with that property.
  • He mentioned that by July 2023, funding is drying up for the Sherriff Dept and need to find funding options.
  • County is dispersing the ARPA dollars for the applicants
• Chamber update: Chamber Liaison Molloy
  • She updated the committee on the Wine Stroll, 22 locations with local wine, food, and downtown store.
  • Concerts in the Park is back and will be held at the Fairgrounds.
  • Chamber renewed agreement to keep the North Visitor Center renewed for another 5 years.

7. Future Agenda Building for Next Meeting:
   a. Financial update – Brad Clark
   b. Discussion, review and recommendations for purpose and goals of the committee.
   c. Discussion on potential use for tourism related facilities funding.

8. Adjournment:
   a. Meeting adjourned at 4:50 pm

Next scheduled meeting: June 7, 2022
Minutes prepared by James Conway, Staff Liaison
I got six o’clock Wednesday, May 11th. I’m going to go ahead and start this meeting.

1. Roll
I’ll start with a roll call. Commissioner Arthur.

Here.

Commissioner Scherf.

Here.

Commissioner Nelson.

Present.

I’m Eric, I’m here. Commissioner Collier.

Here.

Commissioner Tokarz-Krauss.

Present.

Thank you for joining us online. Commissioner Villas? Commissioner Coulter? All right, we have a quorum.

2. Introductions
Staff, any introductions you’re aware of tonight?

3. Public Comment
Item 3, public comment. This is an opportunity for the public to address the Commission on items not related to a public hearing or action item. The intent is to provide information that is pertinent to the city’s jurisdiction. Each speaker will be given three minutes to address the Commission as one body, not to individuals.
The Commission may consider items brought up during this time later in our agenda during matters from Commission members and Staff. Anybody here tonight for this item? Alrighty.

4. Approval of Minutes
   a. April 27, 2022
      Item 4A, Approval of Minutes from the last meeting. Is there a motion?

      Nelson moves approval.

      We have approval. A Motion for Approval of last meeting's minutes. Do we have a second?

      I second, but I have a question.

      Go ahead. Second question.

      Page 40.

      I'm sorry?

      Page 40 on the minutes.

      Page 40.

      Just above the motion vote count. It looks like somebody said I oppose but there's nobody listed who opposed down in the nays. You're the only one. Heesacker was the only name not listed. So, it may not have been, I oppose, it may have been any opposed or something like that, that you said, the way it was transcribed.

      I think that's likely.

      Participants are waiting in the lobby. To admit all participants in the lobby. Press *21.

      I think that's likely what happened. I don't remember opposing.

      And did you vote yes?

      Yes.

      You should correct that, I think.

      Can we correct that in the record? Thank you very much. So.

      Is now joining.

      You want to change your motion to as-amended, Commissioner Nelson?

      I've writ reading the motion. There's two. Oh, I would accept that. I see what happened.

      Okay. So new motion as amended.

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I guess you were [inaudible 00:05:04].

It's just that they neglected. They put you as one of us as a no, when it was all in favor.

Understood.

Are you seconding the motion as amended?

Yes.

Commissioner Arthur?

Yes.

Okay. We have motion on the floor. Accept the minutes as amended. It's been seconded. All those in favor, say aye.

Aye.

Anybody opposed? Anybody abstaining.

Collier abstains. And I think you need to add Mr. Coulter.

Chair notes for the record, Commissioner Coulter has joined us. He is abstaining from the vote on the minutes as is Commissioner Collier.

MOTION/VOTE

Commissioner Nelson moved, and Commissioner Arthur seconded the motion to approve the minutes from April 27, 2022, as amended. The vote resulted as follows: “AYES”: Chair Heesacker, Commissioners Arthur, Nelson, Tokarz-Krauss and Scherf. “NAYS”: None. Abstain: Vice Chair Collier and Commissioner Coulter. Absent: Commissioner Aviles. The motion passed.

5. Informational Items
Next item on the agenda is Informational Items. Staff, any Informational Items?

Moving on to item 6A, Findings of Fact for the Kicking Cattle Company, PUD. Do we have a motion for that?

Nelson moves approval for the Findings of Facts on the, and I got to say this right, Kicken Cattle or Kicking Kicken Cattle Company Plan Unit Development. Kicken. Not ing.

Do we have a second?

I second.

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Commissioner Arthur second to approve the Findings of Fact for Project # 10500106-22 Kicken Cattle Company. All those in favor, say aye.

Aye. Aye.

Thank you. Anybody opposed? Anybody abstaining?

Abstained.

Commissioner Coulter abstains.

And Collier.

And Commissioner Collier abstains.

MOTION/VOTE

Commissioner Nelson moved, and Commissioner Arthur seconded the motion to approve the Findings of Fact for Project # 10500106-22 Kicken Cattle Company. The vote resulted as follows: "AYES": Chair Heesacker, Commissioners Arthur, Nelson, Tokarz-Krauss and Scherf. "NAYS": None. Abstain: Vice Chair Collier and Commissioner Coulter. Absent: Commissioner Aviles. The motion passed.

7. Public Hearing

a. 104-00147-22 ~ Leson Subdivision 25-lot Residential Subdivision ~ Continued Hearing

Next item is item 7A. We are operating under a continued public hearing for Project 10400147-22, the Leson Subdivision. Staff, I'm going to let you take it away.

All right. Good evening, Commissioners. Apologies for the throat clearing in advance. I'm still kicking this cold. For the record, my name is Gabby Sinagra, I'm the Assistant Planner that was assigned to this project and we are discussing the continuance of the Leson Subdivision located at 1134 Southeast Allenwood Drive and 2881 Southeast Coach Drive.

Just a brief reiteration and a refresher on the application. It is a request for the approval of a 25-lot subdivision to be constructed in two phases. The parcels are located in city limits under the comprehensive plan designation of low density residential. The zoning attached to the parcels is R18 that requires a 7,000 square foot minimum lot size and cumulatively, the parcels are 8.34 acres in size. And this hear is a tentative subdivision plat, for your reference.

At the April 20th, 2022, public hearing, a 24-page letter, this is attached as Exhibit 11, and page 63 of your packet, listing 15 property owners on Southeast Allenwood Drive and Coach Drive was submitted. Some concerns that are listed in the memorandum on page 61 of your packet, regarded steep slope, fire egress and evacuation constraints, contamination of soil from horses on site, traffic, storm water issues from the proposed private street, public utilities, the applicants submitted tree plan, the capacity of public safety, and the city's noticing policy.
At the April 27th hearing, additional public comment was submitted from the homeowner group, and this is attached as Exhibit 12 on page 87 of your packet. Many of the concerns that were outlined in Exhibit 11 were reiterated, but there were additional concerns and requests for your review today. The first was the request to keep the hearing open until the applicant has provided a steep slope development report that is made available to the surrounding property owners for review. However, the provisions outlined in Section 3.050 of the Grants Pass Development Codes specify the 120-day deadline that does require the city to take final action, including any appeal timeline on any application, once deemed complete. The aforementioned deadline for this particular application is July 20th, 2022. And this 120-day deadline would not allow for the hearing to remain open as requested.

Another concern to bring to your attention was regarding unpermitted grading on the site. Staff has since received confirmation from the applicants engineer that no such work is occurring on site. And the engineer is here tonight, and I'll allow him to expand further on the nature of the activity that is occurring on the parcels. Upon receiving a request during public comment, the public hearing for the Leson Subdivision was continued, and the public record, excuse me, was left open until May 11th, 2022. This allows for the submittal of any new information from all parties.

Additional public comment that was received, was on May 4th, 2022. And this was submitted by Barbara Oolian, property owner at 1222 Southeast Allenwood Drive. This is attached as Exhibit 13, starting on page 117 of your packet. Ms. Oolian reiterated many of the same concerns that we've discussed so far and that are attached in Exhibits 11 and 12, but she also suggested that the city consider updating its development codes and maps pertaining to fire hazards.

On May 4th, 2022, Staff did receive correspondence from Joe Hyatt, City Fire Marshall, to address some of the additional fire and public safety concerns raised by the public during that public comment period. And I do just want to quote the correspondence I received from Mr. Hyatt, "Heard the Oregon Fire Code and Oregon revised statutes comments are limited to fire department access and water supply. There are, currently, additional requirements of the Oregon Residential Specialty Code that were adopted in the Grants Pass Municipal Code that only apply in the wildfire hazard zones, and the area in question is not in one of those adopted zones."

For call to action, the Commission should consider all new written testimony and any new oral testimony provided for tonight's continued hearing. If a Commissioner finds that any of the required criterion need be need to be potentially changed as a result of public testimony, the Commission must clarify and state on the record, your new finding and how that may change the Staff report, as presented.

Staff recommends the Planning Commission approve the tentative plan for the Leson Subdivision with the conditions, as listed, in the Staff report. Based on the criteria found in Section 17.413 of the Development Code. Any questions?

Questions of Staff? Apparently not.

Thank you.

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Applicant, would you like to come up and make any statements? Name and address please?

Hello. My name is Mark Cross. Address is 112 North Fifth Street, Klamath Falls, Oregon, 97601. Thank you, Commissioners, and I apologize for not being here two weeks ago. Was on, actually, my son's senior trip, so I apologize about that.

I just wanted to talk about several things tonight. One, as I reviewed the Staff report and some of the concerns, there are some concerns that I see as valid. However, I think we've addressed them in our application. One being the secondary access. And I didn't bring a map with me, but I don't know. Gabby, could you get a map up of the surrounding area? On Kroner Drive, I think it is, it's a cul-de-sac that is the North South Road.

Would this work or would you prefer?

Something that shows the whole area and surrounding area. I don't know if you have that.

Am I able to access any of that here?

It's okay, Gabby. If you don't, it's fine. So, the cul-de-sac that is directly to the west of Allenwood is a cul-de-sac, and as it comes down to the highway, it terminates in a cul-de-sac. However, it does have a 20-foot access there that is, most likely, for a sewer line and there's a removable bollard within that area. And so, I would think that would serve as a secondary access. We've designed those into our subdivisions before, so that would provide a secondary access to this neighborhood.

And then allowing the subdivision to move forward would be one step closer to getting Coach Drive connected to the north. So, Coach Drive, right now, is stubbed into our subdivision from the south. And off to the north there, you can see just the very end of Coach Drive stubbed to an adjacent property. And so, the only way the city has to get those connections done is to approve these subdivisions and allow the developers to make that connection.

Now, we wouldn't be able to make that connection because of having to cross adjacent private property. But one of the things that will happen when this property develops is, most likely, that property would come up for development, and then that connection could be finished at that time.

Regarding fire, I think Gabby touched on that. It's not in a Higher Fire Zone, as listed on the city criteria. However, just from doing some work in the county and the city, I know there's different development guidelines in the county and the city, and it seems like some of those are getting confused. But when we do city developments, we're going to end up with city lots. We're going to end up with green lawns and water system extended through the subdivision, which would provide additional firefighting capacity in the form of fire hydrants through the subdivision. There'll be a lot of brush clearing to build this subdivision. So, we'll be removing fuels as the subdivision is developed, which, actually, would help the fire concerns.
So, regarding steep slopes, there are steep slopes located on this site and through multiple developments in the county and the city. I've gotten used to having that steep slope report submitted with my engineering drawings, because if we go to a geotechnical engineer right now, he doesn't have enough detail through those finalized engineering drawings that detail out my storm water design, my grading plan. He likes to see those, and so we've gotten used to just having that as a condition of approval, which is on the A list. And it is there in our application tonight. So that steep slope report will be done at the time my engineering drawings are submitted, which is before any grading activity occurs.

And then just a few side notes. I guess I try not to get emotionally involved in a project like this, but when I start seeing stuff that's written that is complete dishonest, I get a little upset about my applicants. So, I was just on site on Friday, May 6th. There's absolutely no grading going on at all on this property. There's been no mass tree cutting at all on this property. And I don't understand why that got written into a record. The best we can come up with for the grading activity was they do have a riding arena on site, and that gets leveled every once in a while, with a tractor. I don't know if that was being interpreted as grading, but it's not. That's been done quite a while.

And the second thing is, it's been a while ago, but they had some hazardous tree limbs and a hazardous tree removed around their primary residence. Totally allowed. And so, there's been no widespread tree cutting on this property, either. And a site, also another side note. If I was a neighbor to this property, I would actually be happy to see this development coming in at 25 lots. If you do a quick calculation on the zoning and the allowable residences, we could actually get somewhere between 40 and 50 lots on this property per the 6.22 dwelling acres, or 12 dwelling units per acre. So having 25 lots is, actually, a good thing, in my mind, if you're a surrounding neighbor. If this property was sold out right to a developer, it would definitely get a lot closer to that 40 to 50 lot area.

That completes my, what I wanted to say, but I'm available for any questions tonight.

Questions of the applicant, anybody? Anybody else want to speak on behalf of this project going forward? Thank you, sir, you can have a seat. Yes ma'am? Are you speaking in opposition to the project? Okay. We will open that up and you're going to present new information.

Yes, I am.

Okay. Name and address please.

Judith Berkman, 768, Rhonda Drive.

Go right ahead.

I was advised by Mrs. Leson last time that we all met, that the Coach Drive that goes to private property, that the private owner has no intention of selling that lot. That was a "that I was told."
Secondly, I would like to, if it's permissible, to personalize what happens when the seriousness of building a subdivision above an existing division without paying attention to post construction runoff. May I digress a little bit to a personal experience?

You have about two and a half minutes, yes.

Thank you. This is nothing more than a repeat that my husband and I went through in our last home. We bought a lot. When we sold that lot, there was a sudden creek that went through that lot that was four feet deep and eight feet wide. After above our land subdivisions were built. We had a $25,000 insurance claim for washed down oak tree, which was a protected specimen. We had a $35,000 insurance claim because we had 200 PSI on our homes, which 65 or 68 is maximum water pressure onto a home. We had 200 PSA, and our home flooded our insurance covered for that.

In terms of life threatening, I have been saved by two neighbors, one man on one side trying to clear her uncontrolled debris with no holding pond above it. My neighbor on the other side, their feet were washed out for them. They had body strength. They got out. I was in the middle trying to manage 300 feet of water pouring off of a mountain that wasn't even as steep as this. I became instantly disoriented. There was a debris block which backed up and I suddenly found myself in a lake and I could not get out. They finally heard me screaming because the water was so loud. They both tried to jump the fence, they couldn’t because they'd lost their strength. They ran around from their fence to mine, came through my gate, and the two of them, together, pulled me out.

Another neighbor, it went through one door and out the other, and the only place to go was on the balcony, and he took a video of that. I gave the video to the police chief, I mean the fire chief, and I said, "Would you order a rescue in that situation?" After he looked at that video and you know what he said to me? He said, "No." So, I'm begging you. I'm not asking you, I am begging you to pay attention. Thank you.

Thank you for your testimony. Anybody else would like to speak? Any other parties in opposition? Applicant, would you like to rebut anything? Alrighty, any other questions to Staff? I'm getting ready to close the public hearing. Alrighty. The public hearing portion of this matter is closed. We have before us, the request for this subdivision. We'll take a motion and then go ahead into discussion off the motion. Commissioner Nelson.

Let the process start. I move approval of the subdivision with the findings and the conditions that have been placed on it by the Planning Department.

Motion on the floor to approve with Staff recommended conditions. Is there a second?

Second.

We have a second from Commissioner Coulter. Director Bradley, is there something that you were getting ready to say?

No.

Okay. All right, so we have a motion on the floor with a second. I will do a roll call vote.
What about discussion?

Oh, sorry, sorry. Sorry. We need discussion on the motion. I'm sorry. Anybody want to discuss the motion? No discussion. Now I'll move to a roll call vote. Commissioner Arthur?

Yes.

Commissioner Scherf?

Yes.

Commissioner Nelson.

Yes.

Commissioner Heesacker votes yes. Commissioner Collier?

Yes.

Commissioner Tokarz-Krauss.

Yes.

Commissioner Coulter.

Yes.

All right. Subdivision is approved under conditions in the Staff Report.

**MOTION/VOTE**

Commissioner Nelson moved, and Commissioner Coulter seconded the motion to approve the Leson Subdivision with the findings and the conditions that have been placed on it by the Planning Department. The vote resulted as follows: "AYES": Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Nelson, Tokarz-Krauss, Coulter, and Scherf. "NAYS": None. Abstain: None. Absent: Commissioner Aviles. The motion passed.

b. 405-00129-22 ~ Middle Housing Code Text Amendment CC ~ Continued Hearing

Next item on the agenda, Item seven B, one of our favorite topics these last few meetings, Project 405-00129-22. The Middle Housing Code Text Amendment. This hearing is continued. Staff, I guess I will turn this over to you.

Do any of the Commissioners need a copy of the memo that was emailed today? That was from the city attorney. We can pass it around here if you need to. Huh?

We got them.

You're all good? Okay.

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Hang on one second. Commissioner Tokarz-Krauss, did you need a copy of that memo?

I did.

Okay.

I have it in front of me.

All right.

So, as I put in the email that was sent last week, your motion at your last hearing, was to have the chair attend the city council meeting and present the concerns that you have been talking about. Particularly, related to the amount of latitude that the city has to require triplexes and quadplexes to have a public hearing, as well as off street parking and some of the other things that Commissioner Sherf has been up, has been raising, in particular.

The council meeting last Wednesday night did not have this topic, actually, called out on their agenda, so it did not get any discussion by the Council. That's when the direction really was given there, and afterwards, that the city attorney did his best to provide that information to you. So, that's what you have in front of you.

I won't reiterate, I guess, anything that's in there unless you want to talk about some of it. I can go through and highlight pieces of it, but I think that Augustus was fairly explicit in his review of the Oregon Administrative Rules, as they apply to middle housing. There was, in the email that I sent last week, an attachment and I will send this around just in case people didn't bring that. And Susan, that was the email that was sent last Friday, I believe. So, this what I attached here, which Augustus's email or memo does not really address is this section 660-046. There's a subsection 3, and it does give some examples of where the city could allow for the triplexes, quadplexes, townhomes, cottage clusters, not on 100% of the lots. You see there in the third paragraph; triplexes must be allowed on 80%. Quads must be allowed on 70%. Townhouses must be allowed on 60%. Cottage clusters on 70%.

So, the Staff report that you got, originally, didn't really talk about that, and I just wanted to make sure that you, as a Commission, knew that was an option. Now, what would that mean? That would mean us having to really probably set up some kind of criterion for how you decide who gets the requirements for the quads and the plexes and who doesn't.

When we were going through this with Jet Planning, who was the city's consultant on this project, Elizabeth looked at it at a high level, but did not really come back with any recommendations. There wasn't anything on the map, the zoning map, that really popped out. But I would not say that this was given a lot of attention. So, I guess my point is that if it's one option that you could explore, that if you're concerned about allowing all of those higher density type housing products across the city, that we, there is some allowance built into the statute that you could trim that down a little bit. But it would involve, probably, a six-to-eight-week delay so that we could bring back to you some GIS work and show you that.

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So, and that relates, also, to page 2 of the city attorney’s memo at the bottom, right before Model Code Deviation, there’s a paragraph that said, “it is, therefore, the recommendation of the city attorney that the UAPC should not compel the city by ordinance to require a public hearing for any middle housing in residential zones where detached single-family dwellings are permitted.” The detached single-family dwellings under this are not permitted in the R3 Zones and above. So, I guess I’m... That’s another area that there’s, potentially, some room there, if this Commission is concerned about allowing for all those quads, triplexes, et cetera, across all zones. The way that the statute is written, you only have to allow those where single-family housing is permitted. Well, single-family housing is not going to be permitted in the R3, R4, and R5 Zones. So, you could set up a different process for how those are approved in those higher density zones if you so choose.

But again, we would ask, from a Staff standpoint, for more time because that’s, we already require standards that are clear and objective for multi-family housing in those higher density zones. So, I think those are the two other pieces to Augustus’s memo that I wanted to point out.

Commissioner Nelson.

Thank you. Question. In regard to the percentages. I don’t like percentages in codes because it’s too much wiggle room and too many problems occurring with trying to define, as you already articulated. But in reality, are we really expecting developers to go into areas and actually go through the expense of putting up triplexes and quadplexes in other zones, other R3 and R4. In other words, if you had to go in and demo a house and then put in the quadplex, that’s going to be a pretty sizeable chunk of rent that he’s going to have to charge to recover their cost. So, I believe, in my mind, and I may be wrong. Maybe Commissioner Scherf would be able, disagree on this, but I believe that we’re not going to see even these percentages in Grants Pass. So does the law, are we complying as long as we blanket cover, even if we don’t achieve 70%?

Yes.

Okay.

You would comply, yes. Yes. It’s a crystal ball question, in terms of what we might see. If you look at the past, there’s been very little demand and very little construction, but it’s also been permitted in much fewer zones, so.

But from a market standpoint, if you’re looking at just what is the development community responding to in Grants Pass? We saw three triplexes go in, we saw two fourplexes, and a few other one multi-family development in the last eight years. So that’s the track record, historically.

Would it be because of the process that we have? In other words, if they don’t have to go for a hearing or public comment, that they would more likely do these middle housing units?

Well, I think you could argue that streamlining the process, simplifying it, not requiring a rezone, developer’s looking at time and money, and if they don’t have to do a rezone,
they don't have to pay for that, which is a public hearing. And if they don't have to go through any kind of special permit, that's attractive. And I think that's one, a key factor, for sure.

But they're still going to have to provide the park and they still meet the setbacks. They still have to provide landscaping. So, it's not like you're going to be able to take a backyard of a single-family dwelling and put a fourplex in there because you're still going to have to meet frontages. And yes, all the other development standards still apply. It's really just where they could... It's really the process by which they are approved. That's really the big change.

Commissioner Collier, you had hand up?

I only have my hand up because I was trying to get the response of Commissioner Scherf, because we've been talking about this, and this is where I defer to a developer and I would ask, Clint, given this handout and the attorney's comments, and they're pretty specific, I did go over them a couple times. Do you feel that we have the tools, at Staff level, to get back to where we once belong?

I'll go ahead and take the floor and I'll start with commenting back to words earlier, comments. Realistically, the percentage, when you look at the budget for a multi-family, any development, the percentage of money that you put forth, whether you go through an over-the-counter permit versus a rezoning hearing, it's minuscule to the amount of materials, infrastructure, that goes into that. So multi-families are not being built here because it's the builders complain it's too expensive to pay for every single toilet in that room, in that building. All builders have come up here and testified the same thing. The SDCs inhibit these multifamily developments. And it's funny because realistically, if you add a toilet to the system, you should have to pay for it. It's not the burden of the community to pay for that. If you're going to add 20 toilets versus one toilet within a single-family residence.

So, I think that's... it's not a foundation for an argument to me, as somebody who works for developers as a career, for state legislation to say, "this is going to make it easier. So, they're going to build a lot more." That's, there's no foundation behind that. It's bogus.

I believe if you start changing the densities, the downfall, the trickle effect, which I'm going to say, and I've said it before, is your infrastructure lacks. Your infrastructure does not follow behind it. For example, if you take a single-family house that's got three bedrooms, you're going to have to put two cars on it. You take that single-family house out, you put triplex on there, parking code now says it only has to have one car parking spot. You got three residences that are within one building, and you don't have any parking to come up with.

So, this code that's coming down, this model code, is horrifying. It doesn't take into account that the infrastructure doesn't follow behind it. So, I absolutely read this memo from our town attorney. I read it two, three times. I appreciate his effort. I appreciate his words. But my only comment to his memo is I see the lack of defending the city of Grants Pass, which he works for. He's basically just stating Code and giving us no outs. The information he's provided is usable. It's relevant. It's an interpretation. But I look at it
like if a town attorney's supposed to support this town, that memo doesn't give us any support to go forward. Gives us some education, yes. Basically, they're putting their hands up saying that we have to abide by what the state says, no matter what.

Two arguments I have with that, I truly believe we are on the minimal precipice of being deemed a large city. We don't have the infrastructure. We don't have the economic base to actually be deemed a large city. So, you completely change the density of our community overnight. It just, nobody's thinking ahead, nobody's looking six years down the road, nobody's looking five minutes ahead of them. So, this is all a knee-jerk reaction. I appreciate the memo from the town attorney. I take it under advisement. If there's any more discussion that wants to happen, I'm willing to allow that and listen to it. I'll probably make three motions tonight. That'll be done. So, I'll throw it back to you guys, if you have any more discussion.

Commissioner Tokarz-Krauss, did you want to weigh in or anything here?

No, I do not.

Anyone else? Okay. I'm going to go ahead and take your soapbox for just a second, here. Commissioner Scherf, in light of the memo from the city attorney and the task that we've been assigned, we have Staff's effort at addressing the middle housing code standards. If we don't accept Staff's recommendations, we're stuck with the model code for a certain amount of time. We don't know how long. Our task is to forward a recommendation to Council.

We have dug into this code. Commissioner Scherf, your efforts have been heroic. I'm having trouble understanding how having to adopt the Model Code would be preferable over adopting Staff's Code. I don't view that as an option. When we start digging into the weeds and we start making this, making Staff's Code more palatable for us, what we don't know is what Council will do with our recommendations. I am predicting that Council will have a different look on the city attorney's memo than, maybe, we do.

Because we have this task in front of us, I don't have three motions, but I have a suggested single motion that we take this off our plates, because we have no idea where Council is going to go with this. And whatever Council says is what's going to happen. Council, as I mentioned will take a look at the city attorney's memo and I have no idea how they're going to take it. And none of us can second guess what Council might do. We have another hour and a half here, tonight. And if there are certain issues that are burning and you really, really think that we need to forward those recommendations to Council, I'm all for it. However, I'm still sitting here wondering what, of our recommends, Council might take, in light of the city attorney's memo.

And that's really all I wanted to say. I really appreciate the deep dive that you've done into this, Commissioner Scherf. The city attorney's is telling us that there are some things we cannot do. If we forward Staff's Code to Council as-is, and Council adopts it as-is, we don't, we can't really know that it's broken. We have a pretty good idea that there are some things in here that aren't going to wash over the next five minutes to six or seven years. We know that. But if we adopt Staff's version of the Model Code, we know we can at least change it down the road, if there's a huge problem. We can make recommendations for amendments, additions, deletions, all that. We still will have the

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power to do most of that, realizing that there are confines of what we can and cannot do, according to the law, according to the city attorney.

So, I'm just bringing all these things out to light. We can discuss this all we want tonight. That's really, I'm going to start stammering here, so I'm going to shut my mouth. Yes. Commissioner Collier, thank you for rescuing me.

You bet. I think, given the memo, and it's certainly a well thought out memo from the attorney, it seems to me and sounds to me, and I've shopped this memo out to another development and gotten input back, and it seems the safest road is just take Staff's recommendation. That's the safest road. We certainly don't want the model road, the Model Code, excuse me. But Staff's taken one good crack at it, and it seems to me that we would have a better than average success rate with Council if we went with Staff's recommendations because it's learned, it's local, it's tempered, and we have the ability to come back and look at it, again, at a later date. So that would be my presumption, was to be go with Staff's recommendation. I think that's the safe route. That's it.

Anyone else would like to talk about this? Commissioner Scherf.

And I will throw my sentiments out there. I truly appreciate the effort that the Staff put into this. It was well thought out and they took their expertise and used the latitude they thought that they could, and yes, I'm not discrediting their attempt to modify and manipulate this Code underneath the guides of the Model Code that was sent down from the state. I truly commend them. They did a great job.

I just still have some issues with middle housing completely. So, I think it's not, necessarily, modeled towards every city that's within the state of Oregon. I think it's modeled to a certain premise of a city, a certain size of a city. A city that, basically, it's modeled after a city that has a backbone of public transportation.

Public transit is the backbone, or it's the format. It's the stability that a larger metropolitan city relies on. So, they can actually increase the density of their population, increase the density of their housing without accommodating for the parking. We are a rural city. We do not have transportation, of a public nature, as our backbone. We rely on individual vehicles and cars.

I sat with the Planning Commission for almost a year before I sat on the City Council for two years before I came back to the Urban Planning Commission. Ever since I've been in the public limelight here, it has been a constant, constant complaint of our community that we have a lack of parking. And I think if we don't address that, we are doing a disservice to our community. So, I would love to make a motion to change the exceptions and take out higher density products, such as quadplexes and greater density that we could actually utilize those and put them through the system as a type three review process. I don't think I'm going to get the support. I don't think we're going to get the support from the lawyer, and the lawyer, nobody to fight the battle. It's been prevalent from our conversations, my conversations one-on-one with Councilors, my conversations with Augustus, the town attorney, nobody wants to fight for this town. So whatever little bit we fight for here, it's a great effort. It's a valiant effort.
But I think the dice has already cast, as Mark Collier says. I simplified your verbiage there. The Council's going to do what they're going to do. So, at that point, I guess I will just make a recommendation or, I will make a motion that we adopt this Code, as amended by Planning Staff, and put it in front of the Council.

Motion on the floor. Do we have a second?

Second.

Second that motion. You want to put what's here before the Council and let them make the decision?

That is the motion at hand to digress. I don't want to do that.

But that's your motion?

But that's my motion.

Then I second.

So, we have a motion on the floor and a second from Commissioner Nelson to forward Staff's version of Model Code to Council. Any discussion?

I'm not real clear on what you were just saying [inaudible 00:48:28]. You were saying, take out the townhouses. [inaudible 00:48:36] And I forgot which one, what flexes, or which. Are you talking about not having them go through regular review, or are you talking about changing the parking requirements?

If I felt that I had the, after all the education that we've had, and over the last time since we've seen this, if I had my, if my ultimate goal, my heart's desire would be, basically, to take a quadplex development and greater density, townhouses, multi-family, cottage dwellings, and push them through the system with a type 3 review, which means that they would have to go through Urban Planning Commission, they'd have to have a public hearing, they'd have to go through Council. That is what we've been advised by our lawyer is an absolute, not latitude within this Model Code that's come down from the state.

I disagree with that, but nobody wants to fight a battle. Augustus, specifically, said, if we adopted and changed code that was outside the bounds of what the Model Code prescribed, even if it went all the way through Council, the State of Oregon could come back down and sue us.

On the parking issue, it sounded like there was some leeway in there to change. And it came back to that thing about the 3,000, 5,000 square foot lots, and that kind of thing, which was never real clear to me, from the beginning. That chart that you were, well, I think it was you more that was concerned about. So, I thought there might be some way to propose at least something in that area to the Council, but it also seems that it's something we could do later.
It is something I think you'd probably do later, just under advisement. If you take this memo from our town attorney wholeheartedly and use this as our guide through this foggy storm, he specifically says that his legal interpretation is if we make it harder, within our local code, than the Model Code is, then it opens up the door for a lawsuit. I don't, again, agree with that because I think we should stand up and fight for our community, but nobody wants to. Nobody wants to stand behind me, at this point. So specifically, our town attorney. No discredit to him. It's just, you pick your battles.

But I do have a huge problem with the way the parking is laid out in this, as well, because it seems to me the Code is written underneath the guise of this Model Code that came down from the state. It's basically the higher density of a building, the more families you put in one building, the less cars you have to have for your project. And that's just, I don't even know what dystopia would you think that works. So, I think it's, it could be a battle down the road that we could pursue.

So, that's my explanation.

Do you think we could say that we would like to look at adapting some of the parking in the future and let the Council know that or?

Commissioner Collier.

So, if you put this all together, go up a few thousand feet, given what Mr. Clark has given us the development over the last eight years or so, I don't think that we're headed towards a problem immediately. I do think we have time to look at these things. I think Clint, you're wisely in the theoretical, but as our attorney has pointed out, it's not in the practical, unfortunately. So, I think we're ready to move forward with it, with Staff recommendations. And then once we're there, we have at least a clay model. And then, because it does say, clearly say, in the memo that we can go back on it and through our local ordinance, we can work with that.

He just was very clearly that there's one way to go about it and there's one way not to go about it, and I think he left it that almost four times in the memo. So, my inclination is to go forward with Staff's recommendations and then go, okay, now unit, by unit, by unit, or over time, address what ordinances we think would support your level. So, I think we're ready to move on. You're right. You're not going to prevail, so.

Yes. And the motion at hand is to proceed forward with approving the Code, as Staff has amended it, underneath the guise of the Model Code from the state and present it, our recommendations, for approval to Council. That's my motion at hand.

To further the discussion is, I would like to, at a later date, fully explore this Oregon Administrative Rule 660-046 Middle Housing that Brad has presented us, specifically, Section 3. Delineating percentages over these zones, I think that's a great way to really make sure that the horse doesn't get... the cart doesn't get in front of the horse in this, in the aspect. So, my motion's still on the table and I would definitely like to continue this conversation, specifically, in a later date.

Commissioner Tokarz-Krauss. Did you want to weigh in, here?
Not really. I appreciate the comments that Commissioner Scherf is making, as well as the others. Everyone has a valid point. It's about picking one's battle, so no further comment.

Thank you. Any other discussion? We have a motion on the floor with a second. I'm going to go ahead and do a roll call. Once again, that motion is to forward Staff's Middle Housing Code to Council.

Mr. Chair. I'm sorry, this is Brad. Can I interrupt really quick? Can I do that?

Sure, Director Clark.

So at your last meeting, Commissioner Nelson, on page 346 under the parking section, did make a motion to change the wording in that parking section to say, "single family detached dwelling unit," and then to take out the dwelling unit under sub items 1 and 2. I just wanted to make sure that you all knew what you were voting on, because when you say Staff's recommendation in the motion, that's modified by Commissioners.

Oh, we already voted on that.

So, I just want to make sure you were, you remember that.

And that was just add clarity.

Yes. Thank you.

All right. So, the motion still stands. Roll call vote. Commissioner Arthur.

Yes.

Commissioner Nelson.

Yes.

Commissioner Scherf.

Yes.

Commissioner Collier.

Yes.

Commissioner Tokarz-Krauss.

Yes.

Mr. Coulter.

Yes.

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And this is Heesacker voting yes. All right. So, this matter is off our plate.

MOTION/VOTE

Commissioner Scherf moved, and Commissioner Nelson seconded the motion to adopt the Code, as amended by Planning Staff, and put it in front of the Council. The vote resulted as follows: “AYES”: Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Nelson, Tokarz-Krauss, Coulter, and Scherf. “NAYS”: None. Abstain: None. Absent: Commissioner Aviles. The motion passed.

8. Matters from Commission Members and Staff:
   a. Item number 8A on the agenda, Matters from Commission Members and Staff. Staff, what do you got for us?

   I think the only thing I've got is we have a very strong candidate that we've talked to for our principal planner, which would become your new Staff liaison.

   Congratulations.

   And we're cautiously optimistic because in this employment world, it's not until you actually have somebody show up on the first day of work that you can actually be confident that they're going to work. But anyway, I've talked to a couple times. Looks good. And to your point, earlier, about some subsequent work on this, because this is a big deal, especially if you've got some other lawsuits that may happen throughout the state that may push this, which, we'll obviously be tracking all that closely. But regardless of what that happens, we're looking forward to having a principal planner on board who can put a lot more time and energy than what we're currently able to, because long range planning code amendments will be one of their primary duties. So anyway, we'll keep you posted on that.

   Well, congratulations.

   Yes. Thank you.

   [inaudible 00:57:47].

   Not yet. Not yet.

   Commissioner Scherf.

   Not, not to leave that topic, but can we actually set a further out date to continue this conversation about this Rule 660-46 that you presented us?

   You can, yes.

   I'm not talking like next week, but a few months down the road, I'd really like to have a synopsis on how this rule could be utilized within, like you said, you have to go back through the GIS maps and get some stuff presented to us. I'd like to set some kind of date a few months out for that to happen. Do I have to make a motion or is, am I asking a request for that?

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No, I don't. You don't need a motion. I'll, maybe four to five months, we'll just-

Yes, I just, I don't want it to follow up the radar. I'd like to make that request for a few months out. Like I said, four or five months. And I'd like to see this rule, basically, investigated against the GIS map in the different zonings that we have to see if we do have some latitude to curtail some, tighten some areas in. Yes.

Yes.

Three months?

Yes. I think it just, if you actually want to base that on permit activity, we'd probably want to go more than that. Just you know-

No, I'd really like to-

How the market goes.

I'd really like to base it on. Because basically, this is saying that these different densities of multi-family development can be, only have to be, allowed a certain percentage in certain lots. And so, I'd like to see, first and foremost, I'd like to see an overlay of the GIS of the current zoning systems, and then basically, then, maybe an analysis of, hey, this color purple is in this zone, and so you don't actually have to have theseplexus on this area type deal. Just broad-brush strokes analysis on what we can and can't do. Set it for say three months out. I think that'd be great.

Sure.

Is that amendable by everybody?

Mm-hmm (affirmative).

To continue the conversation?

The trouble that I would have with that is three, four months, as we stated earlier, in what, eight years, you've had how many triplexes and multiplexes put in? A few and a handful. So, we're not going to have very good data as to what the impact of the state law is or how it impacts our city.

I would argue against that. I think we're going to have a huge impact in the next six months. City of Grants Pass alone, just earmarked millions of dollars for low-income housing, specifically, for these multi-family developments that I'll have grants going out to developers, assistance going out to developers, so I think you're going to see an influx of this happen. The state is-

Well.

The state is actually set it up that way.

Okay. I hope you're right. But I-

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Oh, I don't hope I'm right. I hope I'm wrong.

I think you are wrong.

But no, there is. The Council, last Council meeting, they approved 30, I thought it was 30 million, I could have all the wrong numbers wrong. But specifically, the majority of that money that came through is earmarked for housing assistance for low-income housing projects and so forth. So, you're seeing federal money go to state money, go specifically geared towards pushing this affordable housing in areas that just don't have people that have jobs.

Is middle income housing geared towards middle income or low income?

The threshold is 60% of medium income, right?

Yes. Well, depends on which project you're talking about. But yes, the low is, typically, 60% of the area median income. Which for a family of four is around 54,000. So, 60% of 54,000. That's the income range that when we, when you talk about affordable housing, that's the figure you're talking about.

Right. That's why I'm not optimistic that is going to be met easily, particularly if you're trying to have a construction done at the cost at today's prices, you create that type of affordable housing that someone can pay the rent on. That's my thoughts. And I, so maybe you're, you might be right. That will be a deluge, but I'm not optimistic.

I've seen federal funding fueling that side of the development, and that's where I'm anticipating an influx, not a deluge maybe, but an influx of more development.

So, when we talk about it in three months, and if there's no data yet, we'll postpone it for another three.

Yes.

It'll be something that's out there, in the future, on our docket for sure.

I just wanted to do a little bit of a date certain, so it doesn't fall off the radar and the conversation continues. That's my personal preference.

You might have to remind us. Hopefully not, but I'd be up for that conversation.

We'll calendar it. I've got four to five is what I said. I think by the time we get somebody in and we... Both of our GIS people are gone, so we're trying to recruit them. And so, we're struggling with on that front. But so, if we could have that four to five, but I'll definitely calendar. We'll come back to you on one of your agendas with that as a topic.

Thank you very much. Thank you.

Commissioner Collier, anything for the group?

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The only thing is on a personal level. You guys know I'm getting another kidney transplant. I think. You guys did know that?

Yes. I think you told us that.

Where I'm at is my kidney's hanging on by a thread. This is my brother's kidney, so I'm getting a second transplant. I have a complete workup, physical everything, end of this month, 25th. I'd appreciate your prayers. That's a big first step, thoughts and prayers, because that's a first big step. Once I'm approved, then my donor can go through the process, and then she could be approved, and I can finally get my transplant.

Nice. Well, we're all hoping for you, sir.

So that's it.

Alrighty. Commissioner. Tokarz-Krauss, do you have anything for the good of the order?

One of these days, I'm going to learn to use this mute thing back.

Thank you for that. Anything else?

You're in our prayers and mine, for sure. And nothing more. Thank you.

Thank you.

Nope.

So, the only thing I have is I just want to ensure, Director Clark, the memo from Augustus to us, that will be going to Council? Okay. That's all I want.

Oh, absolutely.

Okay. Thank you for that. That's all I have. Mr. Collier, Mr. Collier, nothing.

Commissioner Nelson, nothing. Commissioner Arthur?

Yes. I have something I probably should have said it before the Cathedral Hills people left, but just to put it on the record for the benefit of City Council, if nothing else, those people did a lot of work, and they actually had some good suggestions that maybe we should think about for future planning purposes. There were a few areas where they got a little carried away on, maybe, exaggeration of problem. There were terms like this, I wrote down three or four of them. Sudden burst of growth here, explosion of residential growth, rapid dense residential growth, high density traffic increase. Pretty dramatic wording, but a little out of context, I think. I realize when you're next door to it, it feels like that. But having lived through the urban growth boundary process and had people come into all of our hearings accusing us of becoming Las Vegas and that kind of thing.

I just want to remind everybody that Josephine County has 1,642 square miles of land, and we were at about 11 something square miles. We increased with the 20-year urban
growth boundary to 13 something, maybe 13.2 or something. And the 50-year reserve, still, was in the 15 square mile rate. Which means that even at the 50-year planning, we're less than 1% of the square miles of the county. So, the extreme wordings here about explosion of growth and extreme density and all that kind of thing, just doesn't really reflect reality. I think the city has done a really good job on doing what the state wants them to do, in terms of containing urban sprawl. That's my comment.

Thank you very much. Anybody, anything else? I'm going to adjourn? I'm not kidding. All right. Meeting adjourned.

Is now exiting.

[Signature]

Eric Heesacker, Chair
Urban Area Planning Commissioner

5-25-22

Date
Hi, there. I'll call this Commission meeting of May 25th, 2022, to order.

1. Roll
I'll start with roll call. Commissioner Arthur.
Here.
Commissioner Aviles.
Here.
Vice Chair Collier.
Here.
Commissioner Nelson.
Present.
Commissioner Scherf.
Here.
And I'm Chair Heesacker. I'm here.

2. Introductions
Staff, any introductions?
Not from our end.

3. Public Comment
Item three; Public Comment. This is an opportunity for the public to address the Commission on items not related to a public hearing or action item. The intent here is to provide information that is pertinent to the City's jurisdiction. Each speaker will be given three minutes to address the Commission as one body, not to individuals. The Commission may consider items brought up during this time later in our agenda, during matters from Commission Members and Staff. Is there anybody here wanting to do that? There is not.

4. Approval of Minutes
a. May 11, 2022
Item 4A: Approval of Minutes from the May 11th Meetings. Do we have a motion?

I would move approval of the minutes from May 11th. Nelson.

Do we have a second?

I'll second, but I have a comment for a change.
Yes, I do too.

Please comment.

Okay. Page 20, second paragraph. And basically, Commissioner Scherf prefaced the number that it's a big difference. He said I could have the numbers wrong. He left with a $30 million on Clint, but I did some research, it's $3 million. I don't know if we want to change it here. It's not a big deal. He said there was $3 million coming to public housing, and I think it had an impact on you. You said it was 30, but it's actually three.

I'll accept the correction.

Want to do it now, or do we have to go to the next minutes?

No, we'll consider that amendment. Commissioner Arthur, do you have one?

At the bottom of page 20, it says Commissioner Collier. And then it's actually Colter speaking that's getting the transplant. You didn't notice that?

Commissioner Nelson, you'll accept these as friendly amendments to your motion as seconded?

As I watch from here.

Seconded as amended. Okay, all those in favor of passing the minutes as amended, signify by saying aye.

Aye.

Anybody opposed? Any abstentions?

Abstain.

Commissioner Aviles abstains.

MOTION/VOTE

Commissioner Nelson moved, and Vice Chair Collier seconded the motion to approve the minutes from May 11, 2022, as amended. The vote resulted as follows: “AYES”: Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Coulter, Nelson, Tokarz-Krauss and Scherf. “NAYS”: None. Abstain: Commissioner Aviles. Absent: None.

The motion passed.

5. Informational Items:

Informational items. Do we have any of those?

No.

6. Findings of Fact:

   a. 104-00147-22 ~ Leson Subdivision 25-lot Residential Subdivision
   Item 6A, Findings of Fact, project 104-00147-22, the Leson Subdivision, 25-lot
   Residential Subdivision.
   Any motions for those findings of fact?
I'll move to approve. Collier.

Nelson. Second.

Move to approved by Collier. Seconded and by Commissioner Nelson. All those in favor, say aye.

Aye. Aye.

Anybody opposed? Anybody abstaining?

Abstain.

Commissioner Aviles abstinates.

We on the phone?

No. [Inaudible 00:03:37]

**MOTION/VOTE**

Vice Chair Collier moved, and Commissioner Nelson seconded the motion to approve the Findings of Fact, project 104-00147-22, the Leson Subdivision, 25-lot Residential Subdivision. The vote resulted as follows: “AYES”: Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Coulter, Nelson, Tokarz-Krauss and Scherf. “NAYS”: None. Abstain: Commissioner Aviles. Absent: None.

The motion passed.

b. 405-00129-22 ~ Development Code Text Amendment ~ Articles 2, 12, 13, 15, 17, 18, 19, 22, 25 & 30 ~Type IV

Item 6B, Findings of Fact for project 405-00129-22. The development code text amendment to articles, 2, 12, 13, 15, 17, 18, 19, 22, 25 and 30. Do we have a motion for those Findings of Fact?

I will move the Findings of Facts for our development code text amendments.

Second.

We have a motion to approve by Commissioner Nelson, seconded by Vice Chair Collier. Any discussion? All those in favor of accepting those Findings of Facts, signify by saying aye.

Aye.

Anybody opposed? Anybody abstaining?

Abstain.

Commissioner Aviles is abstaining.
MOTION/VOTE

Commissioner Nelson moved, and Vice Chair Collier seconded the motion to approve the Findings of Fact, for project 405-00129-22. The development code text amendment to articles, 2, 12, 13, 15, 17, 18, 19, 22, 25 and 30. The vote resulted as follows: "AYES": Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Coulter, Nelson, Tokarz-Krauss and Scherf. "NAYS": None. Abstain: Commissioner Aviles. Absent: None.
The motion passed.

7. Public Hearing
   a. 302-00111-22 ~ 123 NE Steiger, Change of Use from Single Dwelling Unit to Adult Use Marijuana Business ~ Minor Site Plan Denial ~ Appeal of Staff’s Decision of Denial.
   Item 7A, Public Hearing. At this time, I will open the public hearing to consider an application, which is an appeal filed by owners of a marijuana business at 123 Northeast Steeger.

Steiger.

Steiger. Thank you. Project number 302-00111-22. This application is an appeal of a director's decision regarding this marijuana business. We'll begin the hearing with Staff report, followed by a presentation by the applicant. Statements by persons in favor of the application, statements by persons in opposition to the application, and an opportunity for additional comments by the applicant and staff. After that has occurred, the public comment portion will be closed, and the matter will be discussed and acted upon by the Commission.

Is there anyone present who wishes to challenge the authority of the Commission to hear this matter? Nobody signifying so. Do any Commissioners wish to abstain from participating in this hearing or declare a potential conflict of interest? Nobody is indicating such. Are there any Commissioners who wish to disclose discussions, contacts, or other ex parte information they have received prior to this meeting, regarding the application? Nobody's indicating so. In this hearing, the decision of the Commission will be based upon specific criteria which are set forth in the development code. All testimony which apply in this case, are noted in the Staff report. If you would like a copy of the report, please write that on a note to Staff, and one will be provided. It is important to remember, if you fail to raise an issue with enough detail to afford the Commission and the parties an opportunity to respond to the issue, you will not be able to appeal to the Land Use Board of Appeals, based on that issue. This public hearing will now proceed with a report from Staff.

Chair Heesacker, for the record, I'm Ryan Nolan, a contract planner who provides assistance in Land Use Planning to the City of Grants Pass. As the Chair stated, we're looking at a minor site plan review at 123 Northeast Steiger Street. This is actually an appeal of a denial in a Type One decision by the Planning Director, or the Community Development Director. So as stated, the project is number 302-00111-22. The owner and applicant is here tonight, Joel Thompson. It's located at 123 Northeast Steiger Street, which is a general commercially zoned lot.

This is the property, it's in between Sixth and Seventh Street there. This whole area is zoned general commercial. You can see, if you look closely, there are two residential units, small individual houses on 123, and the property to the west. Over again, this is the general commercial zoning district. This is a relatively recent picture from the front, showing that it's a landscaped existing developed single-family home. This is an aerial view. You can see that there's a, it used to be a flower shop, it's the Veteran Center on

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one side, there's an Evergreen Bank on the other. There is a neighboring residential house in the commercial zone, the existing commercial house across the street. You have again, commercial development. In your packet, you can see a site plan. So, this was reviewed by all departments in the city, and the application fully meets all of the criteria related to utilities, landscaping, parking, setbacks, all of those basic development standards, and would have been approved as a Type One director's decision, barring one key issue.

So, a Minor Site Plan Review for a change of use has seven criteria, it's outlined in Section 19042. All of those were met, and those are discussed in the full application review in your packet. However, the first criteria is not. And that says that the development will comply with all applicable base development standards of the zoning district. In this case, that has not been met in regards to one specific issue, which is the marijuana business buffer. There are two sections, our municipal code and our development code, sections 11.01.500 of the municipal code. And section 14.630 of the development code that state that a marijuana business may not be allowed at a subject site if it's within 1,000 feet of a state licensed daycare facility. So, this map shows a state licensed daycare facility at 1368 northwest Conklin, a straight line from the corner of that property to the corner of the subject property, indicates a distance of 749.8 feet, which is less than 1,000 feet. So, this shaded area shows a buffer around this daycare that would at this time prohibit the City from approving a marijuana business.

Unfortunately, I'll look a little more into this. So, we have a city specific marijuana buffer in our development code 14630, and also in the municipal code. And again, that's a 1,000-foot buffer for public schools. That's clarified in our code, public libraries, public parks, there's a little clarification on that, recreation facilities, state licensed daycares, and other marijuana retailers. So, there's a comprehensive list of buffer areas in our city based on that. State statute does also include a 1,000-foot buffer. However, it's a different standard. It involves public, private, parochial, elementary, and secondary schools. And as defined in ORS, that is for students ages six to 18 or kindergarten through 12th grade. So that would not include preschool or daycare type of situations. Our specific city code does include that buffer.

To complicate this process, the applicant did their due diligence and in their appeal in your packet, point out that they completed a pre-application conference with the city on April 21st, 2021. At that time, based on our existing GIS mapping, this area was not shown to be in a marijuana business buffer. They did follow up conversations with staff, ultimately bought the property, and then came in with an application for a change of use to change it from a residential home to a marijuana business. At that point, staff discovered that our GIS layer had been an error and there was a state licensed daycare that was not on our list. The daycare has been licensed for two years, and somehow was not incorporated because they did not get a city business license into our GIS layer. So that's essentially the question today. Staff cannot recommend approving this, because we now know that there is a daycare within 1,000 feet of this site. The applicant's contention, and he can make that argument, is that he did his due diligence, did his homework, bought the property, and applied based on our information with the understanding that this property was not within a marijuana buffer.

So again, based on existing knowledge, Staff recommends that the Planning Commission affirm the previous staff decision to deny this minor site plan, based on the proximity of less than 1,000 feet from an existing state licensed daycare. Your choices are to affirm the Staff decision, denying the application, or to reverse the Staff decision and approve the minor site plan. Normally, this would've gotten to this point earlier, but due to my challenges as a Staff member to identify that this was a state license daycare, I still have not gotten any information back from the actual business owner.
I did end up talking to the Department of Education and got to the right office so that I could determine that they had a license. I have emailed, called, and physically visited this location on Conklin, but have not received confirmation that they are operating. They don't have a City business license, and their state business registry has expired.

However, I have confirmed with the State Department of Education that their daycare license is active. So again, because of that time delay, we are facing a 120-day deadline of Friday, which means that before you tonight, we also have two draft Findings of Facts, so that our hope is you would make a choice, and then also approve a Findings of Facts. So, there's first in your packet of Findings, which approve the appeal, overturn the Staff decision, and would ultimately approve this site plan. And then, the next set of Findings will be if you decide to deny the appeal and uphold the Staff decision. This is somewhat complicated, but there's really one question put before you today. So, with that, Chair Heesacker, I would be happy to try to address any questions and remind you that the applicant is here to present and discuss also.

Thank you very much. Questions of staff before the applicant comes up. Commissioner Nelson.

So, I have a pharmacy license, and if I wanted to open a pharmacy in Grants Pass, I would typically find a site location. I would have to have a plan for the site. I would have to have an approval for that license for my business. And then I do have to submit that to the Board of Pharmacy for approval. Is that the same with these licenses, daycares?

Depends on the type of daycare and it depends on the number of attendees at the daycare. If you have less than 13 youth in a family daycare, it can essentially take place in any single-family home with relatively little extraneous work. They still should obtain a City business license. They can, however, obtain a family daycare approval from the state without any special review process by the City.

So, in essence, we don't even know if that daycare's there, because we have never had a business license for it.

That's correct.

So, you just said that one of their licenses is still valid.

They do. And I did discuss this with an employee at the Oregon Department of Education. They said, especially during COVID, there's several circumstances where daycares have temporarily closed. However, their license is valid, and they could decide to reopen. And they usually have a four-year window when that license is valid. So, if they had a family emergency, and temporarily closed, they could reopen under that same permit until the date of expiration. So even though they may not be active today, they are licensed by the state to be active for another almost two years.

Okay. That leads me to a second question. I understand that your GIS system is supposed to be great. And all the sudden, I just did a simple Google Map search and found that there's two daycares within 700, some odd feet. One of the daycares is, it's an adult daycare center. So, is that count within that criteria? I mean, I know I'm pushing the envelope here a little bit. I'm not trying to say that it is.

It's not a question that we've yet looked at, so it's not something planned-
It’s just a simple Google Map search came up with two, one on each side. One was on
Conklin and the other one says it’s an adult daycare. I don’t even want to argue that
point, but simply a Google Map search came up with daycares, so I lead into the GIS-

So, since this issue, we have revised the GIS policy and there’s a quarterly review of all
lists of state certified daycares, but that currently is only looking at child daycare.

Yeah. So, I guess my question is, what else, as the City, are we doing to validate this
daycare? I mean, I know you’ve searched, you’ve used emails and everything, but
realistically, if the daycare’s not an operation, then I can see that argument. But if it’s a
valid license, that’s still operational first, X amount of months, years, or whatever. Is the
City on the grounds of taking that as evidence, or is there more evidence that you’re still
trying to find?

I think as the Planning Staff, our answer has been, the code says a state license
daycare. So, if they have a current state license from staff’s point of view, that means
there is a buffer area around that, and we couldn’t as Staff, approve a marijuana
business within a 1,000-

Perfect. And I’m not questioning you, I’m just getting clarification on your guys’ stance.
Thanks.

For the record, that was Commissioner Scherf asking the questions. Anyone else?
Commissioner Nelson.

Yeah, I'd like to continue with my questioning. As a pharmacist, I'm licensed currently,
but I have no state facility that I work at. Is that similar to this registry that you referred
to?

Think it would be similar. So, you could have a valid license and not be practicing.

Right. And it's valid for two years.

Mm-hmm.
The registry then is for the site?

Correct.

Is that correct?

It is not for an individual. It is a site registration.

And that has expired, you said.

Their state business registry is expired, their State Oregon Department of Education-

Yeah. Tell me the difference.

So, if you're a pharmacy and you are incorporated, you would have a state registration
as a business, which is through the Attorney General's office.

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Okay.

You also have through Department of Pharmacy or Ag or whoever the supervisor is, a pharmacy license. Those are two separate tracking systems. So, daycare license through the Oregon Department of Education is valid, but their business registry with the Attorney General’s office has expired. So, I just researched that, trying to identify if there is a business there, and that was expired, which makes it more confusing.

Okay.

Commissioner Aviles.

Thank you. So again, just to-

Is it on?

Yeah, it's on. If their license is valid, but they don't have a business registry, and for all intents and purposes they're not open, say because of COVID or whatever, I guess I'm just wondering which comes first. So, if this were to move forward and then they're like, "Oh, we're opening next month." What happens then?

So, the buffer only works one way.

Okay.

A daycare would buffer a marijuana business. However, a marijuana business would not buffer or prohibit a new park or a new daycare or a new school.

Okay. Thank you.

Mr. Collier.

So, what happens with a guy who's oh for two, he's oh for one with the City. He decided he didn't want to register in the City. He didn't want to keep his budget registry with the state, he let that go. What if he goes out of business, and then Mr. Thompson comes into play, and then the other guy goes back and says, "Well, now I want to do it again." You said it only works one way. Are you saying that the daycare could come back into play and then he would lose it? That's what it sounds like.

No.

All right.

Preexisting businesses, it only affects approval of a new marijuana business. There's an existing marijuana business and a daycare opens next door; we would not prohibit the daycare. But an existing daycare where people are already taking their child, would not allow a new daycare within 1,000 feet. That's the way it's been structured.

So just to clarify, if the marijuana business was there for a week, and a daycare opens the following week, the marijuana business does not have to close, it has precedence.
Correct.

Okay. Thank you, Commissioner Scherf.

I was reading the applicant's letter, Exhibit four, page 87. My question is going to revolve around the code of definition for a marijuana business. The letter, Exhibit four, page 87 from the applicant, insinuates that they're not pursuing retail sales of the marijuana, but production of the marijuana. So, I guess my question is, is there a definition within our code that says, is there a difference between a retail marijuana versus a production marijuana? You understand what I'm asking?

There is. My understanding what it would be partially retail, and a small portion production.

Yeah, Mr. Chair, I would recommend, I mean yeah, let the applicants speak first before we do too much-

Yeah. My question was about the code.

Just about the code? Okay.

Yeah. Yeah. Specifically, about the code so that, within our code, the definition of marijuana business is...

Marijuana business includes production, retail, includes anything related to marijuana.

Perfect. That's what I want to know.

Yeah.

Other questions? Staff, I will have another question for you at the end of the hearing.

Okay.

Applicant, would you have something you want to say? Please come up to the... You can use that microphone. State your name and address and do your presentation.

He's going to have a presentation, so I'm going to try to get that loaded here. Need to change, need to swap the... How do I swap the screen again? I can't [inaudible 00:24:27]. Well, put on the other screen, it's mostly there. Yeah. Sorry.

Yeah, we can just make it happen. Okay. Yeah. My name's Joel Thompson. And yeah, thank you for giving me the time to provide some further context. What we're considering here, is the appeal of the Staff's decision of the denial for our proposed use, and or ask for either reversal of that decision or a special variance, making an exception for our request. So, I'll be providing some color on who we are. My business partners are intended use of the property, and the due diligence that we went through to make sure that we were in the proper zoning before moving forward with the purchase, and the effects that we would feel if we continued with the Staff's decision. So, our business, my business partners and parents, my parents and I founded a cannabis edibles company. We're licensed with the OLCC since 2018. We make CBD
dominant and THC dominant products in the Oregon rec market. My parents are
listening in, but they had a COVID exposure, so they're not here tonight. We've had no
outside funding; we're fully operated ourselves. We've been operating out of a shared
space facility in Portland and have been vigorously seeking a home to bring in our
license full time. And our tools for doing that, whether it's in Portland or Multnomah
County, Josephine, and any county we've been looking at, is to use tools much like the
GIS tool that shows us the buffer zoning to find out where an applicable facility might be
located. So, this property, why we chose it, we again, had been looking over the last
three years, and cannabis properties finding in that perfect buffer zone tend to have a
premium, and cost is definitely a factor.
So over time, I've been working in Grants Pass for some years with another business,
also in the industry. And we found that this property was within the proper zoning, and by
the GIS tools that were provided to us. And so, we moved forward with drawing out our
plans to utilize this as a shared space facility, which would have a retail element
producing branded merchandise and selling that merchandise as well as cannabis
processing, using a water-based processing to make raw inputs, raw hash, that would
then be sent offsite to be turned into edibles, that we have a partner that's in Eugene
that actually makes the finished goods.
So, before we found this property, we checked the City provided tools, that it was in the
proper zoning. We then met with Ryan and other members of the City officials to ensure
that as we were interpreting, the maps were correct, was this in the proper zoning?
Would we get the luck [inaudible 00:28:23] approved for our proposed use? We were
very clear that the only reason we would purchase this property that had been on the
market for over 120 days at that point, the only use that we would have at it, would be for
this express use of using it as a home for our business.
Once the Land Use Compatibility Statement was approved and we got approval on the
pre-application, we did move forward with purchasing the property. We were told that it
was approved at that time, but there was a bit of urgency, because should a business,
as we've just now reviewed, should a daycare or a school open within that zone before
we were able to close on the property, we would then not be able to use the business for
the proposed use. So, we moved quickly. We did our best to get it through ESCO
[inaudible 00:29:22] as soon as possible, and we moved forward. Then we moved
forward with our contractors, trying to do everything above board. So, we worked with
ZCS, a local engineering firm to draw our plans. We had cameras installed and steel
doors to ensure that we were meeting the base level for transferring our OLCC license.
And in the final hour of that, we're then informed by Ryan and his team that there was an
oversight, and there was this state registered business that is inactive with the state but
registered with the State Daycare System. So, we were given that same technicality and
then told that this denial would be issued. The context again, of this pre-app approval,
and the property purchase that I'd like to touch on, is that this one sole oversight was the
standalone reason why this was denied. And this oversight will cause irreparable and
potentially existential damage to our business, just with the property that we're going to
certainly be in underwater on. And the investments that we've put into paying the 30 plus
thousand dollars in engineering plans to see this project through. Again, the property
was on the market for over 100 days due to its poor investment opportunity as a
residence, or a traditional retail space to the low foot traffic.
And the property itself was in rather derelict shape. This is a quick picture. I just snapped
half of the side yard, and just the work that we had to do to clean it up. The pre-app
approval again, was based on the City provided mappings. So, although, yes, we can
Google what's in the area, we just thought, and I've always felt to, in any place we're
looking for a viable place for a facility, go to the covering agency, the organization that
would be the City, that's going to give us that final approval to see if we're in the right
zone. So us relying on that tool, this does raise some concern and there is an attached
letter from a real estate agent on behalf of the local real estate community, of utilizing
these tools and not being able to act in good faith to give good counsel to make a
quarter million dollar investment on a property that then might not truly be an approved
use, because the tools provided weren't accurate to us personally, as well as with the
real estate community.
It also does raise a bit of maybe concern to look into the actual City code language,
which we have looked into, in that it references the state registered business rather than
a City registered, in that this business was not registered with the City, and that's where
we're having to go to find approval for the business. And the business itself registered
with the state, was inactive and is inactive since, I believe, April of last year.
So, another point I want to touch on, is just the location and the proximity of the
business. Ryan provided the map, and I believe some of my figures might be off, 750
feet from this business as the crow flies. And we've made multiple attempts to try to
contact this business and see if they are still active, and we've not been able to do that.
But from getting from that business to our proposed site, any attending minors would
have to cross 6th Avenue, a major City road, and four subsequent streets, much further
than 750 feet as you would have to travel, not crossing over backyards and other
properties.
The home-based business, daycare in question, is also in close proximity to other types
of adult use businesses, given that it likely came in after the liquor store, gun store and
cannabis dispensary were already there in that vicinity. And then just the property itself
is outfitted with steel doors and 20 security cameras. So, it's again, to be a secure
access point that not daycare students, not anyone is going to have the access, to
access to the facility. And so, in that, in our view, in the spirit of the law, there is no clear
and direct access concern posed by the proximity of the business to this daycare.
And just a note on the nature of our business. There are no mounted building signs to be
present at the business to give an outside appearance that there are any water-based
processing activities taking place from the outside or looking into the facility. It would
appear as you're looking at a retail showroom front on a home-based business, and the
backside where the processing activity would take place, is fully gated, and again,
further protected by the security of the OLCC required cameras and steel doors.
The work that we've done so far, just my dad and I, we've cleaned up and otherwise the
heic site. We've added value to the neighborhood just in that alone by improving the
safety. And we've cleared out two dumpsters of debris of a home that's sat for 15 plus
years, and we received many thanks just from our local neighbors, just for helping clean
up. And we've gotten nothing from support from our direct neighbors, with our intended
plan and use of the property. Per the OLCC requirement, just another note in terms of
the proximity, the site will be fully secured with the automatic locking doors, security
cameras in compliance with OLCC. And those are in place.
So with that said, our request is that the need for a special variance or reversal of this
decision, we plan to be nothing but responsible operators, as we feel we've
demonstrated with our due diligence and good faith that we've put forth in every stage,
leading up to the purchase of this property and our follow through to make sure
everything is done to the fullest degree of compliance. Beyond that, we want to make
contributions to the City of Grants Pass. I've been participating in this community for
some years, and we want to continue to do that. And we have that full well intention to
be a participatory and vibrant partner in the community.
And our simple ask is that our business is not penalized for the oversight of City
employees and a tool that was provided to us by a non-cooperative home-based
business. And with that, we feel that issuing a special variance and, or reversing this
decision to allow the proposed use is a fair and just exception. And that's the space here
today, that you can see it's been cleaned up.

Hang on one second. You said your parents are online?

They should be. They got the ability to call in. So, they called in on this-

After we know if they're the only people that are online.

Yes.

Okay. Do you have questions of this app? Do your parents want to say anything, do you

know?

They don't, they've yeah, me to handle it.

Okay. Questions to the applicant, anybody? I have one. You said, and I understand the
crow fly buffer length. You said that these students would have to walk like this to get to
your business if they were headed there for gummies after school or whatever. Do you
know the distance that this is if they have to walk the streets? Did anyone measure that?

I don't want to give a wrong answer. I did look at it. I did map it, walking.

Staff. This was going to be the question I was going to ask you at the end of the hearing.
Do we know the walking distance?

It's null and void, because the buffers are radius.

Okay. All right. Thanks.

They're not travel.

Okay. Other questions to the applicant? Thank you very much for your presentation, it
was great. Anyone here want to speak in favor of this appeal? Yes, ma'am, go right
ahead. If you want to do any presenting or power pointing, you can go there, or you can
go right there. Is the red light on at the base of that microphone?

Yeah.

Could you push the button and turn that red light on? There you go. Name and address
please.

Hi, I'm Molly Nichols, and I live in Grants Pass. Do you need my street address? No.

No.

Saying no. Okay. All right. So, I just wanted to speak on behalf of Joel. I am his real
estate agent. I have been specializing in cannabis real estate for the last six years of
legalization. I have helped Diamond Cannabis get their location. I've helped Redwood
Cannabis get their location, and I've opened multiple farms processing and wholesale
around Josephine and Jackson and Multnomah County. I've always used the GIS, always. In fact, in 2018, I proposed this exact same site for a retail facility, and it was approved through Alexa as well, even though, at that time, this daycare was an operation as well. So there seems to be a glitch with the City where they said, state licensed, in their code, but all they searched was the City registration.

And because this business was never a good operator in the City, they never got a business license through the City, and therefore it was never known to the City or any of us. So, it would've been impossible, even with a Google search, it's not my job to go in Google search and question the City and the GIS mapping. My job is to make sure that I find the places that work for zoning, and using that map in the buffer zone, and that I then bring my clients to the City and set them up with a good relationship with the planners there, to move forward with the correct planning, code enforcement, all of that, which Joel has done to the enth degree.

He spent tens of thousands of dollars on engineering. He bought a house that was missing the back corner of its foundation, knowing that he was going to put this in, believing that he had found a permanent home for his business after three years of really exorbitant rents that made him non-profitable up in Portland, and pushed through all of that to get down here. I would've never proposed this, had there been any question. And there was no question. It was if a facility opened in the meantime, not if a facility was already open.

So, on that thread, I bring more than cannabis to this community. I bring housing developers, I bring investors and I rely completely on the City's expertise, their mapping, their zoning, their staff. I currently have someone who's purchasing a potential development property based on the fact that they can annex, based on the fact that they can go from an R18 to an R2 based on Staff conversations, based on some precedent. If I don't have any real assurance that these conversations and that these tools are valid, how do I continue in good faith to bring people here to help further develop our community? So, I think, I mean, that's about it. I want to make sure that I bring good community members here, but I also want to make sure that our community is good to those people.

Thank you very much. Anyone questions to this young lady? Anyone else want to speak in favor? Anybody want to speak in opposition? Yes, sir?

An answer to your question [inaudible 00:42:19].

Thank you very much for that. I think I read in the report this is all water-based, no solvents. I believe I also read no odors will be emitted. Is that correct?

Yes.

Okay. Any other questions of the applicant? Any other questions of staff?

Yes. Who issues the Luxe? Where does it come from?

For this type of business, the application form comes from the Oregon Liquor Control Commission, Liquor and Cannabis Control Commission. And then they're reviewed and approved by planning staff.

The state gave him a Luxe?
State gave him the application form. He brought it to the City. A previous potential business brought it to the City, and some other planning staff approved that one. I specifically approved this Luxe based on our GIS mapping.

You approved the Luxe?

Correct.

Okay.

Other questions to Staff? I am getting ready to close the public hearing. Thank you, Staff, public hearing is closed. Further discussion will require a motion. Commissioner Nelson?

[inaudible 00:43:35].

Sorry. I moved to reverse the Staff decision and approve the site plan, approving the appeal, not denying the appeal. Reversing Staff decision.

Moving to approving.

Do we have a second for that?

I'll second that.

Commissioners call your seconds. Do we have discussion on this motion? Go ahead, Commissioner Arthur.

I think we’ve had quite a few problems with the whole situation with the 1,000-foot distances, time and again, on different kinds of things. There are a couple of areas that I feel we should address in our codes to refine how we use this. And basically, we have this central business district or commercial area that is less than a half a mile wide and mile long maybe and having to have to be 1,000 feet from a whole list of special uses, and 1,000 feet apart from each other, does not leave a lot of area to operate in that district.

And I realize we don’t want to have a whole town full of marijuana businesses in every block, but still, it makes having the business really difficult in meeting all the criteria. I think that we should consider recommending along with this or following this whichever way we vote that we also recommend to City Council that they look into refining our codes, and specifically the definitions of the daycare level. We ran into this, and I can’t bring to mind right now, a few months ago with the preschool daycare, and had quite a discussion that nobody coming to the preschool daycare was coming on their own and would be able to go down the street, a distance without adult supervision. They’re being picked up and dropped off at that daycare facility by an adult.

And we also ran into it with the application over in the industrial district with the youth facility, the youth jail, and the fact that they were going to not allow the business, because that school that’s associated with a jail, was a school, but obviously the people can’t get outside the fence and go near this facility. So even though it’s a school, it’s a kind that should not be included in the exclusion list. And I think the correct wording should be, if you include daycare, should not be the preschool infant preschool. And it should be closer to what the state definition was that Ryan showed, which I can’t
remember all the details of, but it made more sense. It would be people who might be walking themselves back and forth past it.
You did say that the distance was radius. And I don't know if that's an absolute requirement of the state. That's a question for later, but it clearly, in this particular location, there's no way you can walk from Steiger to Conklin directly. You have to either go down to Savage and back up, or up to Hillcrest and back down to get to anything on Conklin. And that almost certainly would make it more than 1,000 feet or at least close to it. It's not really an adjacent or nearby use, but you did show that the state requirement was 1,000 feet.
But if we changed our definition so that it did not include preschool daycare, infant and preschool, that would also do that. But at this point we don't have that definition, so we can't really justify it on that. But we have had so many instances where very practically, the people found a good location and it fit almost all of the criteria, but not quite. And the criteria didn't fit, were not very reasonable exclusionary reasons, given what those circumstances were. Anyway, that's why I would be in favor of approving the appeal and accompanying it probably separately with a recommendation to Council to refine our code a little bit more so that these kinds of things don't happen, if possible.

Commissioner Collier, you had a follow-up question?

[inaudible 00:49:21].

Commissioner, sure.

I'm going to preface this as I am 1000% in favor of bringing new business to Grants Pass. I have no issues with medical or recreational marijuana businesses, but we are a judicial board. We have a set of code and regulations that we are supposed to abide by. There is proof that there is an operational license that is in play and is valid. It is within the prescribed buffer zone that's outlined in our code. So, if we reverse the decision, which we do have that ability to, I would caution you just for the fact that it basically does open up on the back end that we've gone against our code, and there could be neighborhood pushback that could come, and they would have grounds for an appeal. So basically, that's all I would have to say is, we are supposed to govern underneath the code that is in place. And if we had a letter from the owner operator of blah, blah, blah, Conklin Avenue, that said that they're not operational anymore, then I would feel 1000% to vote for this, but I do caution that we are voting against our code.

Commissioner Collier.

When I looked at this and I knew the personalities, I knew right away that there would be clarification. And I knew Commissioner Scherf would hold a certain. And it's my goal and hope, it's my hope, that we would come to one consecutive concurrent. And I think we're really close, because I sense you, and I think you're absolutely right. I don't feel a lot of sympathy for this code nonsense. I think it's garbage with a capital G. I think if we were to pull up that picture where you had the overview, you not only got the veteran center next door, but you got a gun shop right across the street. So, you know the requirements and you know what's just happened in Texas and all that other stuff. So, you're talking about a cannabis business that's all-in cannabis by definition. There's nothing on the exterior of the building that see signs or promotes any cannabis whatsoever. You wouldn't know it. There's no signage whatsoever that I saw. It's solventless, so it's not escaping the building. It's not going to have high traffic flow. This

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whole thing about being one way, just absolutely makes me gag that someone, it can be stopped from putting it in and all this other nonsense, and the fact that, that daycare center, if you let your state business registry expire, you're saying, "I'm not really here. I'm not playing. And I'm also not playing, because I don't register with the City. I don't play by the rules. I don't answer the door. I'm really not there." Basically, they're locking that thing down, holding a client hostage. That's what I feel. And I'm sorry, I'm addressing to Clint.

They're basically holding him hostage for the length of the extent of the expiration period for whatever, who cares what. If they're not there, they're not there. So, I would hope that we are of one mind, and I do look to reverse this thing, and I hope he goes forward with the caveat that I would find it most beneficial to the applicant to be camped out there, to find out, are you in business, even by the license out, just to get it to go away. You're solving for X, get it to go away. So that's my thoughts. So anyway, I'll get off my soapbox.

Commissioner Nelson.

I was just going to say ditto to Commissioner Collier. I have already spoken about pharmacy and what things we go through as a profession to do licensing and due diligence. I'm not really inclined to support a daycare that never got licensed or is licensed with the state registry, other than for the daycare itself as a facility. So, I think that we have plenty of grounds to stand on, to help a business get their start in our community. And I'm more than happy to support these small businesses, which are going to be helping our community with tax dollars that we know will come in.

Other discussion? Commissioner Arthur.

I'm clear on what happens on the 120-day rule if it's an original application that comes to the Planning Commission and it doesn't get a final resolution. I am not clear what happens on an appeal. Can somebody clarify that?

The 120-day clock starts the day that we deem the application complete, and all appeals have to be complete within that 120 days. So, the clock is still ticking, and we really have until Friday to have a final decision.

Yeah, that's what I thought.

But what happens if we don't approve the appeal if we don't act on it? Well, what happens?

The applicant would have a right to go to Circuit Court and request a writ of mandamus, forcing the City basically to approve it as he requested. That takes quite a while in today's Circuit Court process, but that's the option that the applicant has, a Circuit Court would mandate the decision.

And that's not the motion.

So, it would basically be the same as if it were the original application that had come to us rather than to-
The Circuit Court Judge will not have any conditions. They won’t condition a requirement to put inside. That’s my experience, that they won’t condition any City standards, they would approve it as applied for. And that’s, in my opinion, not in the interest of the City to ever let a decision go to that point.

Other discussion, Commissioners? Commissioner Scherf.

I’m going to deem it a discussion, but I’m just asking you a direct question. You have already stated that you guys did due diligence on reaching out to see if this business was operational. Is that documented?

I do have emails and I do have emails with the state. The other were phone call and in-person. I didn’t send any certified mails, so I think email is the only documentation that I have.

I just would feel more comfortable if we did have documentation that the City did their due diligence to try to see if this place was in operation. And then, I’d feel more comfortable that we have a solid ground to stand on, that nobody can come in the appeal from the outside, because we did something against this. And again, I have to remind that we are still operating under state jurisdiction for marijuana, not federal. So, there is always that open door on the back end, that if some wackos want to come and burn us down for it, they can do it. So, I love the spirited conversation, and I think we’ve done our job here. And I basically feel comfortable that I pointed out some issues, and I think we are of one mind when we’re done with this. So, thank you.

For sure. Arthur?

I’m still not quite clear. My preference for future recommendation would be that it would be a 1,000 feet by the shortest accessible route that you could get from one place to the other, that’s under dispute, but it’s not clear to me whether that’s something that would be possible to justify, or whether it’s just absolutely bird fly only, which is ridiculous if you had a river in between or something.

Any more discussion? All right, I’m going to do a roll call vote. Commissioner okay, a yes vote, means we are upholding the applicant’s appeal and reversing Staff decision.

Commissioner Arthur?

Yes.

Commissioner Aviles?

Yes.

Commissioner Nelson?

Yes.

Commissioner Collier?

Yes.
Commissioner Scherf?

Make sure we have the documentation. Yes.

Geez. And I'm voting, yes. The decision is unanimous to reverse Staff decision, uphold the applicant's appeal.

MOTION/VOTE
Commissioner Nelson moved, and Vice Chair Collier seconded the motion to reverse the Staff decision and approve the site plan of change in Single Dwelling Unit to Adult Use Marijuana business. The vote resulted as follows: "AYES": Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Aviles, Coulter, Nelson, Tokarz-Krauss and Scherf. "NAYS": None. Abstain: None. Absent: None.
The motion passed.

Mr. Chair.

Yes?

I believe we have to approve the Findings of Facts.

Correct.

So, I would move to approve the Findings of Facts on this site plan.

We have a second?

Second. Collier.

So, we have a motion to approve the Findings of Fact, that's been seconded by Commissioner Collier. All those in favor, say aye.

Aye.

Anybody opposed? Any abstentions? Findings of Fact are adopted.

MOTION/VOTE
Commissioner Nelson moved, and Vice Chair Collier seconded the motion to approve The Findings of Fact for 302-00111-22 ~ 123 NE Steiger, Change of Use from Single Dwelling Unit to Adult Use Marijuana Business ~ Minor Site Plan Denial ~ Appeal of Staff's Decision of Denial. The vote resulted as follows: "AYES": Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Aviles, Coulter, Nelson, Tokarz-Krauss and Scherf. "NAYS": None. Abstain: None. Absent: None.
The motion passed.

8. Matters from Commission Members and Staff
   a. Planning related projects in American Rescue Plan Act (ARPA) as adopted by City Council.
      All right. Item eight; Matters from Commission Members and Staff. 8A, I'm going to put my glasses on, sorry. Planning related projects in American Rescue Plan Act, ARPA, as adopted by City Council.
Yeah Commissioners, I just wanted to bring you up to speed. As you know, the American Rescue Plan Act allocated $9.3 million to the City. We are a little behind, if you will, some of our colleagues around the state, but our Council did pass a resolution that had an allocation for how that $9.3 million would be done, would be spent. All of this information, of course, you have fully accessible to, you can go in and watch all the workshops, but I just try to bring to you some highlights of things that happened at the Council. So, there was about a dozen different projects that, that $9.3 million-

[inaudible 01:00:05] Pam Leonard is now exiting.

The first decision they made, which was many, many months ago, was to have $3 million of it go toward the Water Treatment Plant, in particular to help to buy down the future increase in rates for our ratepayers. But in terms of the planning related things, they're really mostly housing. So, they did allocate $2 million to affordable housing projects. And I thought the one that triggered putting it on your agenda was, they put $1.6 million to basically front load new development in areas of town where there have been historically challenged situations with water and sewer. There's $1.6 million towards that.

So again, it's infrastructure only. This isn't to housing, this isn't to any other thing, it's just to put in sewer and water. So where exactly those areas are, I think will potentially be something we ask you for some feedback on. So, you can maybe give that some thought, but they're the enclaves or pockets around the area, urban growth boundary that maybe just have not seen the potential of development that they could, because of the distance that it takes to get sewer and water to those areas.

Just a quick question on that. The allocation that you're talking about, is that allocation of a grant funding that's available to developers, or is that for our personal capital improvement of infrastructure?

Yeah, it's a good question. And they've talked about both. It would most likely be that the City would just go in and do it, but we've also hesitated on that, because we can't really out guess the market. We don't know where all the developers are, and who's ripe and who's ready to go. And so, the last conversation was maybe, we just put out even like an RFP and say, "Hey, the City's willing to partner and we have this ARPA money. If you're ready, we can potentially work with you." So, it opens it up a little bit.

That's awesome, because that's where my line of question was going, is to push that in that direction, and that's enlightening that you're-

Okay. Well, we'll definitely pass that along. The main other planning one, was the Portland Loo at Baker Park, which is more of a Parks management kind of thing. But currently, there is a brick-and-mortar restroom at Baker Park, which is on the parkway, between riverside and the parkway. It's in the 100-year flood plan. It's in pretty bad shape, and so, they're proposing to put about a quarter million dollars towards a new toilet facility there at that park. Anyway, that's just some highlights of what is happening with the ARPA funding.

Thank you very much. Anything else for Commission, Staff? Anything from Commissioners for the good of the order? Commissioner Arthur.
Sorry to slow you down again. I have a concern about our general procedures recently, and it goes way back to. I don't know, about the time we recalled the City Council on things. And at that time, we had discussions both at the Council level and the Planning Commission level, where we agreed informally that procedurally, we would always have some significant discussion between the close of a public hearing and the vote being taken. And in that discussion, we would hopefully mention criteria that either did or did not fit the situation, why we would approve or not approve something. Which criteria were critical to that decision, why we were voting that way. And it wasn't necessarily every person having to do it, but maybe the person making the motion, or at least one person having some discussion. And recently, there have been a couple situations where that hasn't happened exactly.

And particularly when there's been a continuation. A continuation is the same hearing, you didn't close it and reopen it, you just continued with the same thing. But if you look at page eight in today's minutes, the one that was up the hill by Cathedral Hills, you close the public hearing, motion was made, and in closing the hearing, you said, "The public hearing is closed. We have before us; we'll have a motion and then go ahead into discussion of the motion." So, we go into making the motion, and the next thing that happens is, everybody votes. No discussion showing in the record. We've been really lucky, and especially after we started that process of always including the criteria and having substantive discussion before the vote. I think we had one remand maybe in the last decade. And that was one where the City Council voted contrary to our recommendation, and they got remanded, and they went back and ours stood.

Were you prohibited from saying something between the time that the motion's made, and the second. Were you prohibited from saying something? Or were looking for someone to draw some discussion from you? I don't understand this. We seem...

Well, I'm just saying that procedurally-

Well, there is a procedure.

One of us... No, I wasn't prohibited in that one.

Okay, so you could have discussed?

Huh?

You could have discussed then. Unless you're prohibited from discussing, I don't understand this.

But we're not doing it. That's the point. And the other example-

Not to interrupt, but you're basically talking about these minutes, and it says right in the minutes that you're discussing, what about discussion? There's no discussion, so let's go to vote.

I see that, it's obvious, yeah. But it's not good procedure to do that.

Okay. I understand.
And the other example, let me finish. The other one was back when I was the sole voice on that one, the Credit Union one, where we had the discussion about the entrances and exits to the street, and that was the focus of the conversation. But because it was a variance and we disapproved the variance, we never discussed the actual site plan itself. And when it came back the next time, and I was trying to discuss the site plan itself, which I still think they didn't even look at, but they looked only at the street entrances and exits.

And I basically got cut off by someone saying, "Well, the experts handled it." Well, maybe they did and maybe they didn't, but we never discussed the site plan. And we did the same thing. We went ahead and voted, and I did bring up my concerns about it that time. I didn't on this one. I forgot probably on this one or I missed it, so long we spent on it. But my point is, if we don't say something on the record and anybody appeals, we don't have much to stand on if we didn't give good reasons why we did or did not approve it.

Hang on one second. So, you think I'm committing some procedural error here, in not doing what you're suggesting? Am I correct?

No. Not you.

Well, I'm running the meeting, so the fault is mine. Okay. That's all, I just wanted to clarify.

Yeah, I know. I think we need to speak up. And I think part of the problem in these recent ones is that they were continuations, and we had discussed some things earlier, but in two of those cases, we didn't actually discuss at the end, after resolving a couple of things. The record doesn't show, doesn't stand for itself.

Okay. Thank you for that. If I'm blowing a procedurally, I need to know. Commissioner Nelson, go right ahead.

So, when we approve these plans and there's no discussion, what we are doing is accepting what the staff has submitted in the plans. And that is the information that only can be appealed, whether I say, "I agree with the staff and I think this is an important plan that we should support." That's irrelevant to the courts. It's whether or not we don't approve or disagree, then like tonight, we needed to talk about what we thought was right and what was not right, based on what we know. And that's what we did. You don't have to speak to each of the items, criteria, and stuff in there. If you have a problem with something in a plan, and you want to speak to, certainly do so, but it doesn't require one to make a motion and then speak to the motion.

Commissioner Collier?

Yeah. I appreciate your input, and I rely on your input, Loree, but I don't think anyone has been prohibited from discussing. And furthermore, I don't think anyone can be forced to discuss something. We all weigh the minutes. We all weigh this thing. The applicant read basically his application tonight. I think we did discuss the thing over there, the bank over there, on whatever street it was. Union. I think we discussed it. We talked about parking flow. We talked about this way and that way, should we come this way, we had them come back this way. I felt I discussed the site plan, and I'm with Ward,
we're discussing Staff. We approve that, and we have our discussion here. If there's not enough of it, I don't get it.

So, as you did with the minutes from the last meeting, I remember you looking up at me and saying, "Well, what about discussion?" Because the motion was made, it was seconded. And I said, "Okay, let's vote, I blew it." You said, "What about discussion?" And I said, "Here in the minutes, I'm sorry." I realized I had blown it. So, I guess what I'm saying is, if there's a procedural error that I'm committing as Chair of the meeting, I need to know about it so that I can correct it. If you feel that I'm rushing ahead and getting ahead of you, and you want to discuss something, please, like you did at the last meeting, push your button, and say, "Dude, we got to discuss this." And then I'll know. And of course, we're not here to silence you. Please, yes, speak up. If there's something that you want to say, and I'm rushing ahead and I'm forgetting something, please let me know.

It's not necessarily. I don't think it's a procedural error on your part, I'm saying that, but there's also a huge public relations aspect of it. And this whole line of discussion all began back with the Council recall in 2008, where what was happening was, they were discussing things, including our issues that we had sent forward in the Monday workshops. And then having them come to the Wednesday evening things, which the public saw at that time, and not talking about it much. So, it didn't look like they were even thinking about it or discussing it, because it had all happened at an invisible meeting.

And so, there was a lot of uproar about that, and why you should make some substantive statements on the subject at that time. And I felt that way about the Lesson thing, and it was my fault. I didn't get my thoughts together. I'm the, have to analyze everything nine times, person. But at the end of the meeting, when I said that we should acknowledge the work that, that subdivision did and that those people thought about, and the good recommendations they did make, we didn't even give them a little crumb to approve of their effort and input on the issue. It's several aspects.

I appreciate you speaking up like you did the last meeting because you're right. I was rushing in; I didn't allow for that discussion. When and if you have something to say, slow me down, I have no problem with that. And if anyone knows of me making any procedural errors, please let me know about those too.

I'll let you know later when I get you behind the building, beat you up.

You're one of those guys.

I understand what you're saying, Loree. I think what I rely on is, if it is a continuance, I've discussed 90% of it already, and it's continuous, and I'm really only looking, focusing on those last two crumbs that are there. So, I guess if we have a running list of questions and concerns from the start of the project to us approving it, even if there is a continuance, each one of us needs to speak up. But in the situations that you're describing being a continuance, like I say, I've already digested 90% of it. I'm done with that. I'm just focusing on those last two items. So, I think it's just abundant upon us to have our running list of questions and concerns and keep addressing them as we go along. It should be up to us.
Thank you for that. Any other Commissioners have anything for the Commission itself? Anybody else want to say anything?

9. Adjourn
Okay, let me get my glasses and moving onto the next item. Oh, we’re adjourned. Next meeting, June 8th. [inaudible 01:15:05] No. Is that over in the park of the...

Yeah.

Just a question. Is anyone going to the volunteer dinner? The volunteer dinner, and you’re not going? You’re going?

Yeah.

We have to let them know by June 8th.

We have to let them know by that date that we’re going?

Eric Heesacker, Chair
Urban Area Planning Commissioner

6-8-22
Date

Urban Area Planning Commission
Meeting Minutes May 25, 2022
Hey there. I got 6:00 PM on Wednesday, June 8th. Going to call this meeting of the Planning Commission to order.

1. Roll
I will start with a roll call. Before I do that, please remember to silence your cell phones. Turn them off, airplane mode, whatever your preference. Commissioner Collier.

Here.

Commissioner Tokarz-Krauss.

Here.

Commissioner Arthur.

Here.

Commissioner Aviles.

Here.

Commissioner Scherf.

Here.

Commissioner Heesacker. I'm here. Commissioners Coulter and Nelson are absent.

2. Introductions
Introductions, staff, any introductions for us tonight?

We have none.

And do we have anybody online?
I'll check [inaudible 00:00:56].

Thank you.

[inaudible 00:01:07].

Thank you, sir. Thanks for checking.

3. Public Comment
Public comment, item three on the agenda. This is an opportunity for the public to address the Commission on items not related to a public hearing or action item on the agenda. The intent is to provide information pertinent to the city's jurisdiction. Each speaker will be given three minutes to address the Commission as one body, not to individuals on the Commission. The Commission may consider items brought up during this time later in our agenda during matters from Commission members and staff. Is there anybody here that would like to speak?

Yeah.

And you're speaking on a matter not already on the agenda?

It's on the agenda.

Oh yeah. Please wait. We'll get to the public hearing.

Oh.

4. Approval of Minutes
   a. May 25, 2022
      Item 4A, minutes of May 25th. Do we have a motion to approve those? A motion to amend?

      Motion to approve.

      Commissioner Collier makes a motion to approve those minutes. Do we have a second?

      Arthur, second.

      Commissioner Arthur second. All those in favor. Oh, wait. Anybody want to discuss the minutes? All those in favor of the motion to approve those minutes, please signify by saying aye.

      Aye.

      Aye.

      Anybody opposed? Anyone abstaining? Commissioner Tokarz-Krauss is abstaining.

      **MOTION/VOTE**
Vice Chair Collier moved, and Commissioner Arthur seconded the motion to approve the minutes from May 25, 2022. The vote resulted as follows: "AYES": Chair Heesacker, Vice
Chair Collier, Commissioners Arthur, Aviles, and Scherf. "NAYS": None. Abstain:
Commissioner Tokarz-Krauss. Absent: Commissioners Coulter and Nelson.
The motion passed.

5. Informational Items
Informational items number five. It says unanticipated. Are we still anticipating no informational
item? Thank you very much.

6. Findings of Fact
   a. N/A
      Item six, Finding of Fact. We don’t have any.

7. Public Hearing
   a. 302-00112-22 ~ 340 NW Manzanita Avenue, Change of Use from Single Dwelling Unit to
      Vacation Rental Dwelling ~ Minor Site Plan Approval ~ Appeal of Director’s Decision of Approval.
      Item 7A, Public Hearing, Project 302-00112-22, 430 Northwest Manzanita Avenue,
      change of use from single dwelling unit to vacation rental dwelling, minor site plan
      approval. This is an appeal of the director’s decision to approve the vacation rental. The
      owner of the parcel is Dale Bentz. The main appellant I’m seeing here on my list is Joyce
      Cannon.
      So, at this time I’m going to go ahead and open the public hearing to consider the
      application. The appeal actually filed by Ms. Cannon. This application is for a vacation
      rental conversion of a single-family home to a vacation rental at 430 Northwest
      Manzanita. We will begin the hearing with the staff report followed by a presentation by
      the appellant. Statements by persons in favor of the application, statements by persons
      in opposition to the application, and an opportunity for additional comments by the
      applicant and staff.
      After that has occurred, the public comment portion will be closed, and the matter will be
      discussed and acted upon by the Commission. Is there anyone present who wishes to
      challenge the authority of this Commission to hear this matter? Nobody is indicating so.
      Conflicts of interest and abstentions, do any of the Commissioners wish to abstain from
      participating in this hearing or declare a potential conflict of interest? Nobody is so
      indicating. Are there any Commissioners who wish to disclose discussions, contacts, or
      other ex parte information they have received prior to this meeting regarding this
      application? No indications for that.
      In this hearing, the decision of the Commission will be based upon specific criteria,
      which are set forth in the development code. All testimony which apply in this case are
      noted in the staff report. If you would like a copy of the report, please write that on a note
      to the city manager and one will be provided. It is important to remember if you fail to
      raise an issue with enough detail to afford the Council and the parties an opportunity to
      respond to the issue, you will not be able to appeal to the land use [inaudible 00:04:54]
      or to Council based on that issue. The hearing will now proceed with a report from staff.

All right, good evening, Commissioners. My name is Gabby Sinagra. I’m the Assistant
Planner for the Community Development Department. And tonight, I’m going to be
talking to you about an appeal that has been filed against the vacation rental dwelling
application for 430 Northwest Manzanita Avenue. Just so everybody’s on the same
page, I’ll be referring to the vacation rental dwelling as a VRD. So, let’s begin. Maybe
not. Hold on. Oh, and there we go. Alrighty.
So, a little bit of information pertaining to the appeal. The appellants are appealing the director's approval of an application for a minor site plan review for the proposed change of use of an existing structure from a single dwelling unit to a vacation rental dwelling. And the original application is filed under project number 207-0013-22. The project is located at 430 Northwest Manzanita Avenue in the R16 zoning district. So, some information pertaining to the appeal application itself, the property owner of 430 Northwest Manzanita Avenue is Dale Bentz. The appellants tonight are Darrell and Linda Scott and Joyce Cannon. To reiterate, the zone is R16. The decision date for the original VRD application was April 29th, 2022. And the deadline to appeal the VRD application was May 11th, 2022. The appellant submittal date to the VRD application was May 6th, 2022. And in accordance with section 10.030 of the Grants Pass Development Code, the notice of tonight's June 8th, 2022, hearing was mailed out May 18th, 2022.

So, a few site details here on the subject property. It's a corner lot that fronts both Northwest Manzanita Avenue, a local collector, and Northwest Prospect Avenue, a local street. The subject property is currently developed with a five-bedroom single detached residence with two accessory structures and a swimming pool. The comprehensive plan designation of the parcel is moderate density, and the zoning is R16. Eight public comments were received by staff in opposition of the original VRD application, and many concerns were raised that are summarized below on the slide. I won't go through each bullet point itself, but some pertinent ones to mention for tonight's discussion are the presence of the Oxford House. And this is located at 1200 Northwest Prospect Avenue. This is directly west of the proposed VRD. Increased calls to the police and concerns regarding the number of guests that the vacation rental dwelling could support.

So, some background to the appeal. The applicant is seeking an appeal to the director's approval of the VRD application based on the provisions outlined in section 14.810 of the Grants Pass Development Code under subsections one and two, that outline applicability and purpose. Under subsection one, the language is to maintain the residential character of neighborhoods in both appearance and characteristic. In subsection two, the intent is to allow VRDs that are compatible with residential uses without infringing upon the right of neighboring properties to enjoy the peaceful occupancy of their homes.

In addition, the appeal also includes an appeal based on section 14.830 subsections two regarding maximum overnight occupancy, subsection three regarding maximum number of guests and daytime visitors, as well as subsection 5A, the required number of parking spaces. So once again, the subject property is a five-bedroom residence, and under the criteria outlined in article 14, this would allow for a total of 12 overnight guests, as well as 18 guests or what we coin daytime visitors from the hours of 7:00 AM and 10:00 PM. In addition, section 14.835A does require that no more than two vehicles are allowed in the driveway to serve the VRD at any time, and only one vehicle would be allowed on the street.

Some objections in the appeal include the presence of the Oxford House that is once again located directly west of the proposed VRD at 1200 Northwest Prospect Avenue. The appellants have reported ongoing negative impacts to the neighborhood due to the presence of the Oxford House, including noise and parties, increased traffic, parking conflicts, increased calls to the police, and concerns over personal safety. The appellants contend that the city must consider existing neighborhood issues to determine whether the addition of a VRD would comply with section 14.810. Another objection that was raised was the matter of increased parking complex. The appellants contend that with the approved capacity of those 18 daytime visitors between 7:00 AM
and 10:00 PM, as well as the VRD’s capacity to support 12 overnight guests, that the parking requirements outlined in section 14.8105A are not sufficient to prevent parking conflicts and will exacerbate the current parking conflicts generated from the Oxford House.

For the Commission’s reference, the applicant’s full narrative is included in your packet. You can reference this on pages 53 to 55. In the matter of staff response, staff’s review of the original application determined that the applicant of the proposed VRD, Dale Bentz, has demonstrated compliance with the seven criteria of approval as outlined in article 19 of the Grants Pass Development Code pertaining to minor site plan review. After hearing public comments, the Commission may want to focus on criterion five specifically, and this is remitting potential land use conflicts.

To note, there is language in the staff report for project 207001322 that is meant to ensure continued compliance with the article 14 criteria, and the language taken directly from the staff report is below. It states per section 14.810 of the development code, this license may be suspended, terminated, or revoked if the standards for vacation rental dwelling in article 14, or the conditions of approval, are not met. For call to action in accordance with section 10.033, the Planning Commission may affirm, amend, or reverse the director’s decision under appeal. Any questions?

Any questions of staff? Commissioner Tokarz-Krauss.

Do the same criteria, 14.81... Oh, I’m sorry. I didn’t refer back first, apply also to the Oxford House and to the other rehabilitation home located further up on Manzanita?

No ma’am, and Brad, feel free to jump in if I say anything incorrect, but Oxford Houses are federally regulated, and they are not subject to local land use ordinances.

Okay. All right. That answers my question. Thank you.

You’re welcome.

Other questions of staff? Commissioner Arthur.

I’m curious about the limitation of two cars in the driveway, because that sounds like it would be a typical house with a garage facing the front and a short driveway.

Correct.

And this one has a very long driveway and a whole parking lot in the back. And why would they be restricted to two spaces then?

Well, the way I understand it is the driveway comprises that first 20 feet. Anything beyond that, if he wants to use that as like a personal parking area, would we have any objection?

Yeah. I mean, we’re sort of trying to project into the intent of whoever wrote this code several years ago in terms of why that is. I think one certainly potential reading of the purpose statement for vacation rental dwellings, it underscores in the purpose statement that they are to remain compatible with the area. And I think that setting the limit to two,
why they chose two I couldn't tell you since the code was already adopted, but I do think that's a reasonable reading as to why they would've set that particular limit. Okay. Even though there's several other parking spaces out of view in the back parking lot.

Correct. Yeah. I mean, from an enforcement standpoint, the police department, they're going to take a pretty black and white read on this. If in fact it is a vacation rental dwelling and they look to article 14 and it says no more than two, that's what would be enforced in the driveway.

Anything else, Commissioner Arthur? Commissioner Arthur, are you finished? Commissioner Collier.

But you just said that it's considered the first 20 feet. I've also looked at that driveway and I've looked at other driveways, a kitty corner to the property, which is huge. Would someone be looking beyond the 20-foot mark for cars? Is that what we're looking at?

You know, I might have misspoken Brad on the 20 feet. I mean, that was my interpretation of it. I know that we have different standards for things like architectural features that don't apply when it's out of view of the right of way. So, I'm not sure if this would follow a similar interpretation.

Yeah, I don't think so. I mean, I think there's room obviously for interpretation there, but I don't think that in this particular case for reading how specifically that is called out in article 14, that using the 20 foot would really be appropriate.

Other questions of staff? I have one. So just a clerical question. I'm reading this project number as 302- blah, blah, blah. Is that the appeal number?

Correct.

Okay. And the different number you had up here?

207? That pertains to the VRD.

Okay. Thank you very much.

You're welcome.

That's my only question. Anything else of staff? Okay. So, this one is a little wonky. This is an appeal based on comments from neighbors. So, we're going to start with the opposition to the approval, which is a little backwards from what we do. So, you people who came here to speak tonight, please do not come up to the microphone and read your letters into the record. We have that information, it's in the record, it would be our preference, I can't say requirement because you can come to the microphone and say whatever you want, but please know the comments that you wrote, the letters that you sent are in the record. There is no need for you to read those again into the record.

If you have chosen one person to come up and speak for all of you, that's fine. If you all want time at the microphone, we'll limit you to three minutes each. I'll go by a show of hands. How many of you would still like to come up and speak? Okay. Ma'am, we'll start
with you here in the front. Go ahead. Come up to the microphone, state your name and your address, and you go right ahead.
My name is Linda Scott. My address is 1036 Northwest Prospect Avenue.

[inaudible 00:17:23].

Is that better? Okay. I'm one of several neighbors appealing the vacation rental permit for the property located at 430 Manzanita Avenue Grants Pass. I believe you have received copies of our letters in opposition, as well as our appeal form and accompanying statement. I would like to begin by reiterating for clarification that this permit allows 12 overnight guests, two guests per each of the five bedrooms, plus an additional two guests for a total of 12 overnight guests. This permit also allows for six additional guests between the hours of 7:00 AM and 10:00 PM for a total of 18 guests per day. 18 guests per day, that are required to arrive in only three vehicles.
Realistically, the people who will rent the property and be willing to pay its high rental fee will do so because they need this capacity for large group gatherings. The section of the city code pertaining to VRDs is woefully inadequate in regulating issues such as parking, allowed capacity and noise, particularly for large capacity VRDs, because it includes no regulatory enforcement structure that incentivizes landlord compliance or defines the criteria and process for revoking a VRD permit.
It states only that the, "License may be suspended, terminated or revoked if the standards for vacation rental dwelling in article 14, or the conditions of approval are not met." Practically speaking, in the absence of an enforcement structure, neighbors will call the police to report violations and the Grants Pass Police Department will be placed in the position of acting indefinitely as a free property management agency for the out of state property owner until neighbors get fed up and demand that the city take action.
This vague, open-ended process is in direct conflict with the city's stated policy objective of allowing VRDs, "Without infringing on the right of neighboring residents to enjoy the peaceful occupancy of their homes."
Other cities have adopted regulatory approaches, including a three strikes rule whereby a permit is automatically revoked for a number of years in the event the city receives three substantiated complaints about a property within a certain timeframe. Still others have adopted graduated fine structures that adequately incentivize vacation rental owners to comply with the adopted regulation and lead to revocation of permit for repeat offenders. Another regulation used by cities that would be particularly appropriate in this case is the requirement that absentee vacation rental owners list a 'local contact that can be reached 24/7 to immediately take corrective action in the event any non-emergency issues are reported to police or to the city such as noise, trash, or parking problems.
If this vacation rental is approved, particularly without any guard rail compliance regulations, two disruptive high occupancy businesses catering to a transient population of dozens of people within yards of each other will unquestionably negatively impact the character, peace, and safety of our neighborhood. For those reasons, and all reasons detailed by neighbors, we respectfully request that you deny the vacation rental permit. Thank you very much.

Thank you, ma'am. Sir in the back, you had your hand up, please come up to the microphone, state your name and address and go right ahead.
My name is Roy Lindsay. I live at 515 Northwest Manzanita Avenue. I live right across from the halfway house for men. It gets kind of noisy at times, and I know the city can't control that, but it is at times a problem. The other thing is parking. Manzanita is not the widest street in the city, and if you park on both sides of the street, it's kind of difficult to figure out that there's going to be enough room for two cars to pass each other in the middle. And that's a concern for me.

Granted, there's a lot of driveways along that road, but there are areas where there is none. And part of the area on the house that is the subject matter is there is a stretch where there's plenty of room for more than one car. I'm a strong advocate for personal freedom and the rights of individuals to do what they want to do, but there's a line between doing what you want to do and what you're doing infringes on the rights of others, harms them in some way, disrupts their life, whatever.

This is obviously a sort of a fine line on this issue. It would be nice if there was only room for four or five guests, that would be easy, because then you could accomplish the two cars and one on the street, that would be fine, but 12 at night and 18 during the day? There is not enough parking area on the street to handle the number of cars. The maximum would be 18 cars, and the minimum would be well, who knows, who knows? And the important thing to remember is that the comfort of the neighbors is vitally important. Just up the street from my house is an options house. It's far enough for away from me where we don't get any interference, but there has been interference up there. The police have responded. I've ridden along with the police several times and have noted that there is times and firemen had been called there because of one day one of the residents was trying to burn the building down.

That is a problem house, but it's under control, has been for quite some time. Across the street, the city has no control. It's on a four-corner lot, corner intersection. And coming down the hill that I live on, cars can go speeding. There is no stop sign coming down the hill, but I have seen cars coming down there, the speed limit is 25 and they were doing at least 40. And so that's a concern as well. So, if there's a lot of parked cars, it's a danger. And also, people coming in from Northwest Prospect on both sides is sometimes kind of hard to see what's coming down the hill, because it's a very short distance from the time they are at the top of the hill until they get to the bottom. It's only about 250 feet I would imagine. And if they're doing 30 or 40 miles an hour coming over that top of that hill and coming down, it poses a problem.

So, my real concern is the quality of the neighborhood. It's a quiet neighborhood, a lot of seniors, there are some children, and to exacerbate the parking as well as the traffic situation I think needs to be considered. I know that the agency that you are has a lot of tough decisions. When I was on the Council, yes, a lot of tough decisions. But remember that our job, my job when I was on the Council is to do what is right for the community. Following the law is important, but justice and fairness is even better. Thank you.

Thank you, sir. Yes ma'am, please come on up. Name and address. Please pull that microphone down right towards your mouth there. Thank you very much. Name and address please.

Joyce Cannon, 441 Northwest Manzanita Avenue.

Go right ahead. Thank you.

Okay, I'm here on behalf of all of my neighbors, and I have a lot of different reasons that I'm so upset about what he has proposed. One thing is a friend of mine and he's the.
doctor that lives next door to this property, he said in his letter, and I need to read a part of that so that I get it right.

He said the property with a large residence and a large backyard with a swimming pool lends itself supremely to outdoor parties. For experience over the years, I can tell you that such parties have had a significant impact on what would have been an otherwise quiet weekend or a good night's sleep for the doctor. But he said because these parties have been an infrequent occurrence that he has certainly tolerated them without ill will, accepting them just as a normal part of the neighborhood.

He said, however, if this property was used for this kind of a house, a dwelling for all these people, that he himself who lives just across the creek from this property would be really, really affected. And this man has said that he has actually lost sleep and that's under normal conditions, but with a party house and many people coming into it, you know they're going to be spending a lot of time in that party house, in that pool right beside. There's the creek and his house and the property. And that's just one thing that he mentioned. And another thing that I'd like to mention is children and [inaudible 00:29:14] Park, not down too far from us, we have a lot of children coming, and it's only one block down. And that's the corner they come down, all those streets, parents, and kids on bicycles, on scooters and you name it, those little shooter things real fast, and it's dangerous, skateboards and all, as it is, it's really a problem.

Although I really have to admit we have the Oxford House there and we sure don't like it, we didn't even have a choice, but they are helping humanity. And there's something about that in my heart I can kind of bear it and accept it because I like to know that people are getting a chance at life all over again, but this is not that way, ladies, and men, this is a man who is already wealthy who's leaving the state. He's moving to Arizona, and he's leaving all these neighbors and friends of 20 years to deal with all of this. And all he has got to do from that is make more money. And it just seems like the neighbors aren't heard and thought of, and the kids, it's a beautiful, quiet, quiet, quiet neighborhood. And when we do each other have some neighbors around and all, we live with that and understand it and accept it. But this is just beyond anything that's acceptable in a quiet neighborhood like theirs.

We take the other place, the Oxford House, and accept that we had no choice, but this we do have a choice and we're trying to present to you for especially me, for my whole neighborhood. I just ask you to really seriously think this over before you make your decision. Thank you.

Thank you, ma'am. Yes, sir.

My name is Mike Cannon. I'm a resident here of Grants Pass. I work at the Grants Pass Health Clinic with Dr. Opal, who was mentioned by my mom, the neighbor of Dale's property and my mom's property. I just want to say a few things. I didn't expect to do this, but after hearing everything that was presented, I think it goes without saying that my mom has been misled by this property owner. I've known Dale since I moved here in 2013, I considered him a pretty good neighbor of my mom's. At my mom's age, it's nice to have neighbors that would have my phone number and be able to call me if need be. I still think that he has my number, but ever since this has happened it's caused a great divide between my mom and Dale, who she thought had a really good neighbor that had her back and was looking out for her. She did confront Dale when this whole thing was presented, and Dale was evasive to say the least. My mom confronted him and said, "You've always promised that you would keep this a residential property and keep my home peaceful for me and for my
family, and now you're doing the opposite of that." And he didn't have anything to say to my mom when she talked to him about this.
So there's a few things that my mom didn't mention, maybe is in a letter that she wrote, but I lost my oldest brother two years ago, and there's one other brother that I have out of state that both of us would like to think that if anything were to happen to my mom, that we have my mom's and my dad's hard work over their lifetime of buying this home, that my brother and I could live there. And it's pretty sad to think that before anything like that were to happen, that these kind of decisions are being made in the community and not really thought out thoroughly. So, all that I ask is that you not only understand the rules and the guidelines that you have to follow but understand the impact of what this means to the residents directly across the street from this property.
I'm a social worker. My concern in life is to help everybody that needs help. And I respect your positions. And I just ask that you understand that this would be a great inconvenience for my mom and for the neighbors. And I totally disagree with what Dale has decided to do, especially with him being out of town. He's appointed the neighbor to my mom's right next-door neighbor to oversee and watch the house when these people come and go, which they plan on doing. Summer months, I would imagine it's just going to be crazy there. Winter, I don't know, but it's a huge property, big pool, two different divisions of the house where you could bring in tens of people, and who's going to regulate that? So, I just ask once again that you understand, I disagree with this a hundred percent. It's really caused a divide between Dale and my mom and myself. And I would hope that you think this through and not allow this to happen. Thank you.

Thank you, sir. Anybody else want to speak in favor of the appeal? Anybody here would like to speak in opposition to the appeal? Please come up to the microphone, state your name and address please.

My name's Dale Bentz. I live at 430 Northwest Manzanita. I'm not sure what Mike's talking about on divide. I was mowing my lawn a couple months ago and Joyce walked over and said, "I got a letter that you're thinking about doing an Airbnb." I said, "Joyce, I'm sorry. Yes." But I would like to know where I'm moving to. I own several homes in town. I own a house in Arizona. As Mr. Lindsay pointed out in the letter, I was an absentee and had moved from the neighborhood and didn't live there anymore. I will be very close by. The winter months I spend in Arizona. I bought a place there a couple years ago. This great divide, I don't quite understand when I said to Joyce, "I'm sorry. These people are going to be vetted. It's a professional company that I'm hiring to handle it."
What he just made up about the neighbors, Vicky and Carrie overseeing while I'm gone, that's news to me, I have never approached them, nor have I asked them to oversee. I have family very close by that will help me at my home that are very familiar with my home and my 12,000-gallon pool, which he is claiming is a very large pool. It's three and a half feet deep at the shallow, and little over four feet deep at the deep end. And as far as the parking goes, I love my neighborhood. I'm not trying to hurt anybody. I'm upset with the Oxford House, just like they are. But if you notice my driveway goes to just about where... I guess it's the carport and beyond, and the city approved that area back there, you'll see it in the site map, I can put I think eight cars comfortably back there. Hey, I don't want 18 people at my house either. I love my neighborhood. I love my home. I love my city. I moved here in 1989 and bought that house in '92. I love that neighborhood. I thought Joyce and I were close. She came over and insisted that I move. She would rather me move, she said. She was coming over, I'm mowing the lawn,
I had surgery about seven and a half months ago, and she says, "Dale, quit mowing the lawn or quit working in the yard. You need to get off that foot." I thought that's what she was coming over to say. But she was angry that the letter that she had received, I didn't know was going out. I said, "Joyce, I'm sorry. Geez. What would be wrong with that?" I kick around that house all by myself now that Sarah and I have split up, I'm there by myself. The pools, Dr. Marcus is my friend. We have get-togethers on 4th of July with family and friends and that's about it. There are no constant parties. These people are not coming to Daytona Beach. I'm not going to treat [inaudible 00:37:59]-

Please speak to the Commission, sir.

[inaudible 00:38:00] some kind of a great big party house. It's not a fraternity. Gosh, I'm sorry to be angry. But the city approved that back part 14 to 1600 square feet of parking. I can get eight cars in there comfortably. And a basketball court beyond that, which I parked my boats that are broken down, I could put three more back there if I wanted to, but I don't want 12 people or 18 people running around my house all day.

I mean, I care about my neighborhood. I'm upset about the Oxford House too, but I'm not trying to harm anybody or hurt anybody. I mean, if you look on your site map that the driveway goes back probably 40... I think I measured it to 49 feet from the street. And then it goes another 50 or 60 feet. It's approximately 1400 square feet that was approved. That's a parking area, not a driveway, city approved. You know, I'm not trying to hurt my neighborhood. But getting back to this falsities that he just said something about Mike said that there's a rift between Joyce and I, she won't speak to me anymore, I told her, I said, "Joyce, I'm sorry, I'm going to hire a company. I'm going to do this right, they're going to vet everybody. It's going to be done first class and done properly."

I care about my neighborhood, you know? And then I even called her, she got so mad at me I thought she was coming over to say, "Get off that darn foot, Dale." No. And the people next door that she says, or Mike said that I've contacted to look over my property, she's now not speaking to them because something about a hot tub? I've never asked any of my neighbors to look at that place. And you know, [inaudible 00:39:45]-

One minute, one minute.

Oh, I'm sorry. I don't know. But Mr. Lindsay, I mean, I know the regulations state, my neighbors within a hundred feet of my property line, he's far beyond that hundred feet. I'm not a lawyer, but I would think his comments should be scratched. I mean, he is outside the city regulations that letters go to people within 100 feet of my property. He is far beyond that.

Dr. Marcus, he's never come to me and complained about anything. I mean, I feel like they want me to pay the price for that Oxford House that we all got side swiped by last year.

30 seconds.

Oh, I'm sorry. Well, the city approved that back part as a 1400 square foot parking area in addition to the driveway. I'm not trying to harm anybody, but I feel like I am being harmed. Anyway, thank you. I brought the owner and founder of the company that I have hired to take this on, and I have plenty, I have my sister, who's very familiar with the property. My niece lives at my other house a quarter mile away at 1049 Hillside. She's there often. She could be there in two seconds. She could be there and throw on her
clothes if she had to, she could be there in less than five minutes. My sister can be there and they're both willing to do anything necessary if there's any problems. I don't want to hurt my neighborhood, man, but this is just really unfair. I'm paying the price because Oxford House went in.

Thank you, sir, for your time. Sir, did you want to speak?

Yes.

Name and address please?

Sure. Daniel Perry, I speak loudly, I'm sorry. Daniel Perry with Book Stay Hop. I am at 731 North Main Street in Ashland, which is where Book Stay Hop is located. I'd like to say this is my first City Council meeting, but it's not. This happens quite often. I think one of the things that often happens is in the media vacation rentals are sometimes painted in a particular way. People absorb that, and meetings like this happen.

So, Dale chose us for a particular reason. There are many companies that are based here in Oregon that don't do a very good job with vacation rentals. That's not who we are. So just a little bit about us. We're based in Ashland. We have almost 150 properties in Jackson and Josephine County. Our staff is based in Jackson and Josephine County. In the six years that we've been in business, prior to that I was with another company that did vacation rentals. I now own this company. We've done over 60,000 reservations in both Jackson and Josephine County. Our reservations also bring money into the local areas. For every dollar spent in reservations, two more dollars are spent in shopping and restaurants. Conservatively in Jackson and Josephine County we brought in over $30 million last year. It's a lot of money being spent in tourism.

We've had over 9,000 reviews in the six years we've been in business, and our average rating is 4.85 out of five stars. We're not a normal vacation rental company. We are Airbnb, we use Airbnb and also different companies. We were number one rated in the state of Oregon. As of six months ago we're number one rated in the Pacific Northwest. It's a big deal. For VRBO, which is one of the other drivers that brings guests to us, we're their number one premier property in the Pacific Northwest. We run a very top caliber company in what we do.

[inaudible 00:43:38] named us Greeter Business of the Year, the last time they did that was 2018, 2020 before COVID. I'm the committee chair for the Ashland Independence Day Parade. If it wasn't for Book Stay Hop, there would be no parade this year in Ashland. And I'm your board member. I'm your board member for Travel Southern Oregon. So, I represent both Jackson and Josephine County as a board member.

There were a couple things that were addressed in this in the public comments, and I just wanted to mention how Book Stay Hop deals with these things. One was increased traffic. Our average booking, even in large properties is six guests, and we have stats that go back for six years. Yes, a property like Dale's property can hold many guests. It's not what we typically see. It doesn't mean that there won't be a maximum of 18, but that's not going to be the norm. The norm is a family coming with kids or sometimes coming with grandparents. They're usually traveling, coming from Portland, or coming from Seattle and heading down to San Francisco. And this is a stop where they're coming over from the coast and they're coming back through this way.

Book Stay Hop can limit the vehicles in accordance with the conformance applicable criteria. So that's not an issue. All of our guests sign a rental document that's very well enforced. It was also mentioned about noises and parties, Book Stay Hop guests strictly
abide by what's called a good neighbor policy. Other cities have that in place, Grants Pass doesn't, but we enact it as if it were already there.

One minute left, sir.

What's that?

One minute left.

Okay. That means guests have to work within hours between 10:00 PM and 8:00 AM for us where they can't make any high-level noise outside. The guests agree to that policy, and they also have to sign it. As far as safety, guests present a valid and verified ID prior to booking. All guests have to present a credit card that matches the ID. All guests are charged in full for their reservation at the time of booking, they sign that rental contract and that includes a huge amount of possible additional fees if they break that. Guests anymore are rated. So, guests rate the property, but we also rate the guests. Guests aren't about to lose their rating by doing something poorly at a property, because it will affect them at the next property they go to. So, the vetting that we do with our guests is extremely high in order to be able to keep the properties we have at a particular level. And if I were allowed to say the names of the owners that we have in this area in Jackson County, you'd recognize probably the first dozen that I would mention. And we've not lost a single client in those high-end properties. And this would be one of those properties. So, thank you for letting me talk.

Thank you, sir, very much.

Mr. Perry, could you state the name of your company again? I missed it totally.

Sure. It's Book Stay Hop.

Book Stay what?


Okay.

[inaudible 00:46:37].

You people who filed the appeal, you get the last word. One of you can come back up to the microphone and speak. If you so desire, you don't have to. And please speak to the Commission. Thank you very much.

Chair, am I still able to ask Mr. Perry a question, or no? Okay. Sorry.

Just we'll wait. Okay. Go right ahead, ma'am.

One of the things that I didn't hear mentioned tonight, that is probably in the letters. When we talk about traffic and parking, it's important to realize that this is a neighborhood with no sidewalks. It's a neighborhood primarily of older folks. It's a neighborhood that has a lot of cars parked in the street from Oxford House. They
reportedly have 13 people living there and unlimited guests at any time of the day or night, any time of the week. That's not something that can be controlled. There are a lot of folks. There are a lot of cars. Add to that more vehicles, folks will have to be walking in the middle of our narrow streets. There are no sidewalks and it's not possible to walk anywhere else.

We have tremendous foot traffic in our neighborhood, not just older folks, but middle-aged folks, kids, a lot of foot traffic. And it creates an extremely dangerous situation to not be able to walk down the street next to the curb, particularly on our blind corners, in what would be a very dense area. That's all I wanted to mention. That and the rental company gentleman stated that the rental document requirements are enforced, and I'm wondering who that enforcement person or people are who will immediately respond to a problem at the house. If that company has that capability, I don't know what enforced means. Just as I don't know what the city means by enforce because there's no structure in place at all that spells that out. Thank you very much.

Thank you, ma'am. Commissioner Tokarz-Krauss.

Am I correct, this is directed to you, it was Mr. Perry? Okay. It would appear to me that you deal with primarily luxury rentals. Or unique and apparently expensive from what I can see. Is that primarily your market, in other words, you have a great deal vested in maintaining your clientele's expensive or unique properties?

Our portfolio is split into two different areas. [inaudible 00:50:15].

Mr. Chair, he's going to have to-

Yeah, please come up to the microphone and state your response. Thank you, staff.

You are correct. Our portfolio is split. So, we have high end vacation rentals in Oregon, California, down in Baja, Mexico as well, but we also do commercial work. So, we have the Green Springs. We have the cabins at Hyatt Lake, the Peerless Hotel, Road River Resort [inaudible 00:50:46] over on the coast. So, it's a combination of different things, both commercial and residential.

Okay. And would you say then your reputation depends on upholding the quality of clientele and representation that you provide?

Absolutely.

All right. I would think that would be of comfort to some people. Anyway, thank you.

You bet.

Any other questions? Staff, would you please come back up to the microphone? Any questions of staff before I close the public hearing? Commissioner Arthur.

I understand the problem with Oxford House because we've dealt with it before in terms of not having to come for approval ahead of time. But what I'm unclear on, statements keep being made that nothing can be done about noise in the middle of the night and
that kind of thing. And I don't think that's true. I mean, local municipal ordinances should apply on that kind of thing. Anyway, could you clarify that?

To my knowledge, yes. The municipal ordinances still do apply. I believe our quiet hours are after 10:00 PM. So, if a noise complaint is filed after that timeframe, then action can be made. Brad, if you have anything else to add.

Yeah, no. Gabby's right. I mean, it's a Fair Housing Act issue. So, in terms of the disability of the tenants that allows them to be there, that's regulated through the federal rules of fair housing, but none of the other local rules are exempted from the property.

The same would be true for this.

Correct.

And specifically parking on the streets.

Right, well, of course parking on the streets is, I mean, you can park on the public streets unless they're signed no parking. So that's kind of a different issue. The regulation for VRDs is specific to the two being onsite, not offsite, but there's still hours of parking and other things that the police would respond to that are in the municipal code.

Anything else for staff? Could you please speak to something I thought I heard in your presentation about revocation of this permit if certain conditions aren't met? Did I misinterpret?

You did not, sir. Here it is. I can read it again, if you-

Please.

All right. The language is per section 14.810 of the development code, this license may be suspended, terminated, or revoked if the standards for vacation rental dwelling in article 14 or the conditions of approval are not met. I'd like to add that really what that's referencing is that if there are code enforcement issues, meaning that if there's a violation in parking or guest capacity, that would then be a matter of code enforcement unless, okay.

And it would be code enforcement that would revoke the permit or that would go back to Planning?

I believe that would go back to Planning. We usually work in conjunction with one another.

Thank you very much. Any other questions of staff? Commissioner Aviles.

Thank you. Can we go back to the slide that demonstrates the, how do you say, appellants? The portion of the code that they're appealing based on.
Oh, so there’s a couple, there’s the ones pertaining to the criteria in the occupancy. Is that what you’re referring to?

[inaudible 00:54:32].

Okay, perfect. Read it off again?

If we can maybe leave that up while we go into discussion.

Yes, absolutely.

Other questions of staff? Okay. I’m going to go ahead and close the public hearing. Thanks staff. Does anybody want to say anything before I ask for a motion? Does anyone have a motion? Commissioner Collier.

Yes. Just because we know that in order to discuss it, we have to have a motion.

Correct.

So, because the staff has approved this, this is appeal of staff’s work which was satisfied, I make a motion to deny the appeal.

We have a motion to deny the appeal from Commissioner Collier. Do we have a second?

I will second, Commissioner Tokarz-Krauss.

Commissioner Tokarz-Krauss seconds the denial of the appeal. Discussion of the motion, please. Commissioner Scherf.

I haven’t seen or understood or... I just don’t see where the criteria for approval of a VRB would not be met, and I don’t see an applicable grounds for an appeal. And the characteristics of the neighborhood I completely understand. I’m fairly confident in the presentation by the first applicant of the VRB that it’s not haphazardly and that there is consideration of the neighborhood taken in effect of the fact that he’s lived there for so many years in his approach to go forward with this. So, I guess that’s the only thing, I just can’t see, it hasn’t been pointed out to me yet just the judicial grounds that we could actually prove an appeal on this. So, I’m just not seeing it.

Thank you for that. Anyone else want to contribute to the discussion? Commissioner Collier.

So, I found this appeal pretty interesting. I did go by the residence, I looked them all up on Zillow. I looked at information on the Oxford House. I looked at each letter and pointed them out on a map and go, okay, where’s the situation, and all of the questions and all their points, parking noise, driveways, the Oxford House in itself. And there’s many things that stand out in this. One that jumps off the chart is that we’re not supposed to use the Oxford House as a characteristic to deny the applicant. The whole Oxford discussion goes away. It’s not his fault or his changing of the characteristic of the neighborhood based on the Oxford House. So, you can’t use the Oxford House as a
reason to deny him when he's already met what's required to get approved. And so, we've already got that.

The other thing is about the parking. He stated that he's got parking approval that goes well back into his backyard. I've seen it, looked into his backyard, and I go, "There's tons of parking back there." So how that can be used as anything I can't understand. The big part that we didn't have here, and I've read this thing about three times now just because I found it so interesting was the testimony of the property manager. And if you've got a 4.85 rating and you got 60,000 reviews and you're number one rated on VRBO, I know you can trash VRBO, you can take a unit and not like one little thing and you can harm it. So, if he's number one rated in all these things, and I will take a look into this, but I don't think he came up here to lie to us, and I've seen the property. And although Zillow doesn't point out the total dollar value of the property, I'm pretty sure that nobody who owns the property wants to see it trashed.

So, I think he got the top guy when he did this. That's the only information that I got that's new that wasn't in here, and I'm confident that it's not all the negative things that are going to happen. The parking, I drove by it twice, two or three times I found one vehicle in the street. I rolled down all the windows, sat there and waited and I didn't hear a peep. At two different times, three days in a row. I was like, okay, I don't see it. So that's what I saw.

Any other discussion?

I would like to point out that I think most of the information, having read all of the letters, I understand living in a neighborhood that's undergoing perceived change. Change you didn't ask for, change you didn't want. And there's a lot of fear-based rhetoric. Some of this may come true. I doubt it. I understand your fear, but that is mostly what I'm seeing here is fear and that's not codified. I would think it would give you comfort to know that the clients, at least in his marketing materials and from my experience as a real estate agent for over 20 years, I think you should feel somewhat comfortable or have some comfort in knowing that this is a good company.

And that home, which most of us have admired, at least I have during my residency in Grants Pass, which is lifelong, I can't imagine somebody owning it and deliberately trashing it. And by his employing this individual and his company, I would think that should give you some sort of comfort. Yes, things will change. No doubt about it. That's going to happen. That you're participating in the process, and that is important. It seems more out of frustration that you couldn't control the Oxford House though than out of what's going on here. That's all I have to say.

Thank you. Commissioner Aviles? No, you're good. Commissioner Arthur? All right. So, we have a motion on the floor to deny the appeal. I'm going to do a roll call vote and a yes vote will be, yes, we will deny the appeal, which means we're upholding the director's decision to approve. All right. Commissioner Collier?

Yes.

Commissioner Tokarz-Krauss.

Yes.
Commissioner Arthur.

Yes.

One more time in the microphone.

Yes.

Thank you very much. Commissioner Aviles.

Yes.

Commissioner Scherf.

Yes.

And I'm voting yes. Okay. The appeal is denied.

MOTION/VOTE

Vice Chair Collier moved, and Commissioner Tokarz-Krauss seconded the motion to deny the Change of Use from Single Dwelling Unit to Vacation Rental Dwelling Appeal of Director's Decision of Approval. The vote resulted as follows: “AYES”: Chair Heesacker, Vice Chair Collier, Commissioners Arthur, Aviles, Tokarz-Krauss, and Scherf. “NAYS”: None. Abstain: None. Absent: Commissioners Coulter and Nelson.

The motion passed.

Thank you very much for coming and presenting us with testimony. Appreciate that. Mr. Perry, would you like your cards back? Okay.

8. Matters from Commission Members and Staff

Item eight, matters from Commission members and staff. Staff, you have nothing for us tonight. Staff, are you okay? Commissioner Scherf, anything for the group?

Yeah. I would like to say, I mean, the outpour of community that came out today to discuss this appeal that we went through, I think they should walk away with the fact that, which I actually did not know, was educated on, is that the Oxford House that they have so much problem with is underneath municipal code jurisdiction for the local enforcement of noise and parking. So, if they have a problem, they need to start calling, and they start complaining that Oxford House is only untouchable by our Planning Commission for the fact that it was put there, but it still has to go underneath all the rules and regulations of the rest of the code. So, I encourage those people to call. I encourage those people to complain. That's all I have.

Thank you, sir.

I'll second that, because you look at it under background, you look at every one of those, parking, the Oxford House, traffic, noise, safety, calls for police, and number of guests. You're absolutely right. So, you're reading through this thing and you're going, what? If the community wants to keep their local neighborhood safe, then they need to step up and speak up. I think a lot of our communities nowadays are not doing that and they need to do it because we need to utilize the resources that can come and help us.

I still think this parking thing is something that maybe should be reconsidered, or some wording added that probably came from some standard someplace else. I have a hunch and some feedback here. I don't know how long ago this code was written, but my guess is it was written at a time when there wasn't very many places in town with such a long driveway and such a big parking area in the back. I'm thinking whoever wrote this code looked at our very short driveways, two car garages and spaces for two cars in the driveway, and they didn't want cars parking on the front lawn, so they came up with that count of two, just to guess.

Well, I'm concerned, I have a stake in that because my house was built in 1948 with 10 concrete parking spaces in front, right on the street, which is ridiculous. I mean, it's like a hundred-foot curb cut.

You don't have nine classic cars that you keep track of?

We have 11 cars at the moment. Some people have more than one, but they stack 'em, you know? But I mean, there are other circumstances and some places with really big lots, I have an acre and a half and that's a big lot, would have off street parking that wouldn't bother anybody and would be easily maneuverable and that kind of thing.

Commissioner Aviles, do you have anything?

No.

Okay. So, I just have one thing. I always say this about you guys. I think we have a great Commission here. I think we're a good team. We all have different ideas. I think when it's time, I think we all make the right decisions. Tonight, there was no exception. I didn't see anything the neighbors presented that would cause us to uphold their appeal. Staff, you did a good job with this one. I know it stings a little bit when people appeal things, but you did a good job.

Oh, it's fine. You get thick skin in this industry, but hopefully you all, and I think you did, but when you hear testimony that starts to move into the personal and away from the land use, factual, you I do think chair would... Not that it was necessary particularly tonight, but I think you do have the authority as chair to interrupt.

I tried.

And say that's not relevant testimony, because you really do have a pretty focused mission. I mean, I think it's easy for some people who don't do this all the time to come and think you're here to hear the full expanse of all issues when in fact you really don't.

Thanks for that.

Yeah. Hopefully from our standpoint, we make our recommendations from staff, but you do have a little more latitude than we do. So never feel like if there's an issue with what we are recommending, if you take issue with it, we actually want to hear that because it makes the process more robust.

Urban Area Planning Commission
Meeting Minutes June 8, 2022
Case in point, that was two weeks ago what we did. Remember?

I don't remember two weeks ago.

It was the cannabis reversal.

Well, I do remember the case, but I don't remember interrupting anybody.

Well, no, not the interrupting. But that we do have the right to, and then we come to the right decision, here we did affirm staff. And then last week we did do something that was different, and we were unanimous. That's what I loved. I go, shit, I hope we're not split on this.

Yeah, no, because that's one discussion I had about that cannabis topic was we would be going against what regulation was and since we are a judicial board, I tried to remind us of that, but I was still in favor of it.

Good job tonight, guys. Anything else? We are adjourned. Who did you tell likes to talk?

Dale?

Oh.

He got me a couple times for like 30 minutes.

Eric Heesacker, Chair
Urban Area Planning Commissioner

6-22-22
Date
COLLABORATIVE ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes – February 24, 2022, at 3:00 pm
Council Chambers

Committee Members:
Gene Merrill (Chair) - Teams
Bryan Hawkins (Vice Chair) - Teams
Bob Schaller
Bradley Converse
Cameron Camp – Absent
Casey Alderson – Absent
Colene Martin
Daniel Mancuso
Ethan Lane
Josie Molloy
Ron Gordon
Ruth Swain
Sam Engel – Teams
Shauna Bland – Absent
Vacant (Business Retail)

Government Liaisons:
Darin Fowler, County Commissioner – Teams
Jean Ann Miles, City of Cave Junction
Valerie Lovelace, City Council Liaison

Staff Liaisons:
Bradley Clark, Director CD
Donna Rupp, Associate Planner

Guests:
Marta Tarantsey – Business Oregon - Teams

1. Roll Call: Ruth Swain called the meeting to order shortly after 3 PM

2. Public Comment:
   • No public comment.

3. Approval of Minutes:
   a. Approval of minutes from January 27, 2022.

Motion
Member Lane moved and Member Mancuso seconded the motion to approve the minutes from January 27, 2022, as presented. The vote resulted as follows: “AYES”: Chair Merrill, Vice-Chair Hawkins, Members Swain, Martin, Engel, Molloy, Schaller, Converse, Lane, Mancuso, and Gordon. “NAYS”: None. Abstain: None. Absent: Members Bland, Camp, and Alderson. The motion passed.

4. Work Session Items:
   a. Chair and Vice Chair votes.
      • Chair Merrill ran unopposed.
      • The votes for Vice Chair were cast with Ruth Swain being voted in as the new Vice Chair.

   b. Spalding Update
      • Marta gave a presentation about the Regionally Significant Industrial area plan that was created in 2019 but has not been formally adopted by the City Council yet.
• Discussion about the plan itself. It was put on hold when Covid hit and needs
to be reviewed. Some of the property has changed hands since the plan was
created which may impact putting it into place.
• Idea floated that the Spalding area could be a strategic supply chain terminal
or truck terminal because of proximity to I-5.
• The availability of incentives and space needs to be shopped around.
• CEDC needs to know if City Council still supports it.
• Valerie explained process in City Council and will suggest to CC that some
sort of task force be set up to review it.
• Need industrial sites task force in CEDC to review the current status.
• Brad will distribute a copy of the plan to all CEDC members.

Motion
Member Martin moved and Member Mancuso seconded the motion to recommend to the
City Council to adopt the Spalding Park Action Plan. The vote resulted as follows:
“AYES”: Chair Merrill, Vice-Chair Hawkins, Members Swain, Martin, Engel, Molloy,
Schaller, Converse, Lane, Mancuso, and Gordon.
The motion passed.

Motion
Member Gordon moved and Member Schaller seconded the motion that CEDC forms a
sub-committee to research industrial complexes in Josephine County. The vote resulted
as follows: “AYES”: Chair Merrill, Vice-Chair Hawkins, Members Swain, Martin, Engel,
Molloy, Schaller, Converse, Lane, Mancuso, and Gordon.
The motion passed.

5. Information Sharing
   a. Government Liaisons
      i. Darin Fowler provided updates from the County. There is an increase in
         business activity – possibly pent-up demand from the Covid event.
      ii. Valerie Lovelace provided updates on City Council activities including an
          update on housing; a grant received from Travel Oregon to promote
          Grants Pass and the Illinois Valley; an upcoming housing roundtable; and
          the water treatment plant.
      iii. Jean Ann Miles provided updates on Cave Junction’s Main Street
          program. She asked about a County-wide ban on fireworks for the 4th of
          July and to use them only on New Year’s Eve. She promoted the Wildfire
          camera located in Cave Junction and that the program is available to
          other areas at Alertwildfire.org. It is through at state program.

   b. Items from Staff
      i. Staff will bring summary of the Council’s Feb. 22 workshop discussion
         about ARPA priorities to the next CEDC meeting.
      ii. The bylaws update requested by CEDC will go to Council at the March 2
          meeting.
iii. Copy of banner policy distributed. Further discussion requested at next meeting.
iv. Two opportunities for CEDC involvement: survey from ODOT on small business opportunities and housing needs subcommittee. If anyone is interested in either, please contact Donna.

c. Meeting recap and action items
   i. Ruth Swain would like to see a calendar developed to show how goals are being addressed for the year and create a work plan to meet the goals.
   ii. A request was made to get an update from the City and County on the Transit Hub building permit process.
   iii. Brad will distribute a copy of the Spalding Park Industrial Plan.

6. Future Agenda Building for Next Meeting: GP Banner policy; Spalding update; update from Brad on Grants Pass priorities for ARPA funding; Calendar for goals.

7. Adjournment:
   i. Meeting adjourned at 5:00 pm

Next scheduled meeting: March 24, 2022

Minutes prepared by Donna Rupp, City Staff Liaison.
5.b. Committee motions

Committee on Public Art (CoPA)
Motion recommending the City Council allocate $1,500 of available monies to fund the Public Art of the Month feature in the Daily Courier for the next twelve months (FY’23).

Call to Action: Review this motion at an upcoming meeting with the CoPA Chair to determine if Council is willing to use funds from the Mayor/Council account to fund this committee activity.

Urban Tree Advisory Committee
Motion to change the tree deposit in Article 11 of the Development Code to $400 per required tree, regardless of residential zone type.

Call to Action: The Committee believes the current deposit is far too low and does not cover the actual cost of tree plantings. For example, an R-3 subdivision requires 2-3 trees per lot. The tree deposit is $300 per lot in this zone, or $100-150 per tree. The Committee reviewed tree planting costs (tree procurement and labor) and estimated that the actual cost to plant a tree is $400 (this cost is not accounting for watering establishment since developments would have irrigation already installed). The Committee believes that if the intent of the tree deposit is to allow the City to plant trees that the developer chose not to plant, the City would face costs much higher than what was deposited. The current deposit is too low and the City would fall behind on funding.

Housing Advisory Committee
Motion to recommend to the City Council, that due to ongoing absences, the Housing Advisory Committee position designated for a representative from Josephine County be changed to “a representative from Josephine County Government or Planning Commission, or for the position to be removed.

Call to Action: Revise the committee membership as requested.