

APPENDIX A
WATER RIGHTS DOCUMENTATION

Water Rights

City of Grants Pass

User ID: 1114

POD-ID 11530

Date	Certificate #	Permit #	Permitted Rate/CFS	Permitted Use	Prim/Alt/Supp	Gallons
12/31/88	15839	D 15839	12.5	Municipal	Primary	8,078,400
12/31/88	15839	D 15839	12.5	Irrigation	Alternate	8,078,400
7/19/60	0	S 26901	25.0	Municipal	Primary	16,156,800
12/2/65	0	S 45827	25.0	Municipal	Primary	16,156,800
1/13/83	0	S 47346	25.0	Municipal	Primary	16,156,80

Note: Two water rights for 1988 one and the same. Total water permitted to the City is 87.5 CFS.

ROGUE RIVER BASIN

14361500 ROGUE RIVER AT GRANTS PASS, OR

LOCATION.--Lat 42°25'50", long 123°19'00", in NW 1/4 sec.20, T.36 S., R.5 W., Josephine County, Hydrologic Unit 17100308, on right bank at city of Grants Pass filter plant, 0.6 mi upstream from bridge on State Highway 99 at Grants Pass, and at mile 101.8. Prior to Sept. 1, 1983, at site 300 ft upstream.

DRAINAGE AREA.--2,459 mi².

PERIOD OF RECORD.--October 1938 to current year. Prior to January 1939 monthly discharge only, published in WSP 1318.

REVISED RECORDS.--WSP 1738; Drainage area.

GAGE.--Water-stage recorder. Datum of gage is 884.28 ft above sea level. Prior to Aug. 8, 1957, at site 300 ft upstream at datum 4.00 ft higher and Aug. 8, 1957, to Sept. 2, 1983, at site 300 ft upstream at datum 1.00 ft higher.

REMARKS.--Records good. Flow regulated since February 1977 by Lost Creek Lake (station 14355040), slight regulation by Fish Lake and Emigrant Lake. Large fluctuations at times caused by Savage Rapids Dam 3.3 mi upstream from station. Many diversions from Rogue River and tributaries upstream from station, the largest of which is at Savage Rapids Dam of Grants Pass Irrigation District, 5.5 mi upstream from station. Continuous water-quality records for the period August 1973 to September 1987 have been collected at this location.

AVERAGE DISCHARGE.--39 years (water years 1939-77), 3,543 ft³/s, 2,566,000 acre-ft/yr.
20 years (water years 1978-97), 3,259 ft³/s, 2,361,000 acre-ft/yr, regulated period.

EXTREMES FOR PERIOD OF RECORD.--Maximum discharge, 152,000 ft³/s Dec. 23, 1964, gage height, 35.15 ft, present datum, from rating curve extended above 93,000 ft³/s; minimum discharge, 195 ft³/s Jan. 30, 1961; minimum daily, 606 ft³/s Sept. 10, 1968.

EXTREMES OUTSIDE PERIOD OF RECORD.--Flood in December 1861 reached a stage of about 43 ft, present datum (information furnished by Corps of Engineers). Flood in February 1890 reached a stage of about 36 ft, present datum, and that of Feb. 21, 1927, about 32 ft, present datum, according to local resident.

EXTREMES FOR CURRENT YEAR.--Maximum discharge, 90,800 ft³/s Jan. 1, gage height, 26.49 ft; minimum discharge, 1,110 ft³/s Oct. 10, result of regulation at Savage Rapids Dam.

DISCHARGE, CUBIC FEET PER SECOND, WATER YEAR OCTOBER 1996 TO SEPTEMBER 1997
DAILY MEAN VALUES

DAY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	1220	2060	8750	469000	8740	3660	3970	8050	3500	3730	2000	2380
2	1200	2960	8740	456000	7960	7880	3530	6870	3410	3430	2010	2350
3	1220	3110	7990	443500	7250	6540	3330	5540	3430	3130	1990	2450
4	1210	3300	8660	431000	6870	5570	3040	6470	3880	3070	1980	2410
5	1230	3320	24000	426000	5930	5010	2830	6210	3910	2980	1930	2390
6	1230	3300	13600	423500	5920	4610	2750	5940	3650	2990	1920	2400
7	1250	3290	15300	21800	6060	4400	2760	5170	3500	2870	1910	2400
8	1220	3290	40200	21700	7220	4310	2790	4620	3470	2720	1910	2410
9	1210	3290	38500	20800	5640	4220	2940	4210	3520	2650	1940	2400
10	1200	2860	28100	18900	5200	4500	2870	4130	3550	2550	1970	2440
11	1210	2500	25000	18100	4730	4390	2760	4120	3700	2530	1960	2510
12	1250	2110	20800	18300	4750	4600	2580	4440	3770	2510	2030	2490
13	1300	1980	19500	14700	4560	4380	2520	4690	3820	2490	2200	2300
14	1460	1940	17200	13400	4180	4220	2560	4610	3780	2480	2250	2210
15	1470	2130	15200	9600	3770	4250	2500	4490	3690	2470	2260	2270
16	1570	2180	14100	5930	3580	4330	2430	4040	3670	2470	2240	2240
17	1570	2120	13100	5840	3840	4930	2440	4080	3610	2470	2240	2270
18	1860	5360	11700	3880	3980	4790	2810	3840	3570	2230	2300	2250
19	1920	418700	9460	3850	3920	4530	3430	3700	3660	2200	2300	1960
20	1850	13400	7650	5850	4100	4540	4570	3620	3640	2220	2420	1730
21	1770	7350	10800	5870	3830	4630	8390	3430	3620	2230	2570	1510
22	1740	6660	9330	4220	3430	4470	9200	3020	3610	2000	2480	1430
23	1740	6390	8440	5960	3420	4340	10500	2940	3610	1890	2470	1400
24	2100	6250	7970	5960	3260	4240	9390	3750	3580	1900	2650	1370
25	2510	6650	11200	7630	3130	4200	7060	3610	3580	1930	2620	1350
26	2520	6100	19000	10200	3200	4460	6070	3400	3560	1940	2590	1340
27	2140	6580	22600	8880	3650	4410	5700	3370	3440	1940	2610	1350
28	2090	7860	32200	7670	4130	4420	5560	3640	3360	1930	3318	1370
29	2860	8310	42200	6950	---	4670	5860	3720	3350	1910	2420	1370
30	2850	7530	26600	6800	---	4590	6310	3530	3720	1950	2410	1900
31	2210	---	38400	6960	---	4600	---	3440	---	2020	2380	---
TOTAL	52180	153280	546090	514750	136450	144690	133470	136690	108160	75830	69470	40650
MEAN	1683	5109	17620	16600	4873	4667	4449	4409	3605	2446	2241	2022
MAX	2860	18700	40200	69000	8740	7880	10500	8050	3910	3730	2650	2510
MIN	1200	1940	7650	5840	3130	3660	2430	2940	3350	1890	1910	1340
AC-FT	103500	304000	1083000	1021000	270600	287000	264700	271100	214500	150400	137800	120300

STATISTICS OF MONTHLY MEAN DATA FOR WATER YEARS 1978 - 1997, BY WATER YEAR (WY)

	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	
MEAN	1499	2670	5251	4684	4556	4034	4002	3607	2709	2146	2164	1840									
MAX	2282	7669	17620	16600	10960	8119	6843	5910	4572	3127	3080	2642									
(WY)	1984	1985	1997	1997	1983	1983	1996	1993	1984	1984	1984	1983									
MIN	1008	1160	1557	1575	1641	1099	1211	1857	1549	1059	1620	1333									
(WY)	1995	1988	1990	1992	1992	1992	1994	1992	1992	1992	1994	1980									

SUMMARY STATISTICS

	FOR 1996 CALENDAR YEAR		FOR 1997 WATER YEAR		WATER YEARS 1978 - 1997	
ANNUAL TOTAL		2162820		2111710		
ANNUAL MEAN		5909		5840		
HIGHEST ANNUAL MEAN					3259	
LOWEST ANNUAL MEAN					5840	1997
HIGHEST DAILY MEAN		40200	Dec 8	69000	Jan 1	1992
LOWEST DAILY MEAN		1200	Oct 2	1200	Oct 2	1997
ANNUAL SEVEN-DAY MINIMUM		1220	Oct 4	1220	Oct 10	1994
ANNUAL RUNOFF (AC-FT.)		4290000		4228000	799	Sep 22 1994
10 PERCENT EXCEEDS		12400		11400	2361000	
50 PERCENT EXCEEDS		3930		3580	6080	
90 PERCENT EXCEEDS		1730		1910	2260	
					1310	

* Estimated

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WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

CITY OF GRANTS PASS
PROPERTY DESCRIPTION
WATER PERMIT APPLICATION

Township	Range	SW	Section
36S		SW	32
36S		SW	6
36S		SW	5
36S		SW	7
36S		SW	8
36S		SW	9
36S		SW	18
36S		SW	17
36S		SW	16
36S		SW	15
36S		SW	13
36S		SW	20
36S		SW	21
36S		SW	22
36S		SW	30
36S		SW	29
36S		SW	28
36S		SW	31
36S		SW	32
36S		SW	33
37S		SW	6
36S		SW	13
36S		SW	14
36S		SW	15
36S		SW	21
36S		SW	22
36S		SW	23
36S		SW	24
36S		SW	25
36S		SW	26
36S		SW	27
36S		SW	28
36S		SW	36
37S		SW	1

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SALEM, OREGON

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WM. DIST. 14
GRANTS PASS, ORG.

SW SW/4
All
SW/4
SW/4
W/4 SE/4
All
All
W/4 NW/4
W/4 SW/4
All
All
NW/4
SW/4
SE/4
SW/4
All
All
All
All
SW/4 Only that portion
no. of Rogue River
NW/4
NE/4
W/4 SW/4
NE/4 SW/4
N/4 SE/4
All, excepting
SW/4 SW/4
NW/4
SW/4
W/4 NW/4
SW/4
E/4 NW/4
NE/4
NE/4 SW/4
N/4 SE/4
NW/4
N/4 SW/4
W/4 NW/4
NE/4
SE/4
S/4 SE/4
SW/4 excepting that por-
tion north of
Rogue River
SE/4 and
SW/4 excepting that por-
tion north of the
Rogue River
All
All
All
All
All, excepting
S/4 SW/4
All
All
All
All
S/4 SW/4
All
All
All
All
E/4 NW/4
N/4 NE/4

Application No. 41672
Permit No. 45827

Application No. 41672 (Revised)

Permit No. 45827

STATE OF OREGON WATER RESOURCES DEPARTMENT

Application for Permit to Appropriate Surface Water

RECEIVED FEB 13 1981 WATER RESOURCES DEPT SALEM, OREGON

I, City of Grants Pass (Name of Applicant) of 101 N.W. "A" Street (Mailing Address) Grants Pass (City) Oregon 97526 (Zip Code) Phone No. 476-8801 do hereby

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Rogue River

....., a tributary of

2. The point of diversion is to be located 1,133 ft. south and 2,870 ft. west from the northeast corner of Section 20 (Public Land Survey Corner)

RECEIVED JUL 28 1981 WA. DIST. 1 - GRANTS PASS, OR

(If there is more than one point of diversion, each must be described)

..... being within the northeast 1/4 of the northwest 1/4 of Sec. 20 Twp. 36 south R. 5 west W. M., in the county of Josephine

3. Location of area to be irrigated, or place of use if other than irrigation.

Table with 5 columns: Township, Range, Section, List 1/4 of Section, List use and/or number of acres to be irrigated. Row 1 contains text: SEE ATTACHED EXHIBIT "A" AND ACCOMPANYING MAP MARKED EXHIBIT "C".

Handwritten note: Grants Pass 11092-10

Application No. 41672 (Revised)

Permit No. 45827

Permit to Appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 25.0 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Rogue River

The use to which this water is to be applied is municipal.

If for irrigation, this appropriation shall be limited to of one cubic foot per second or its equivalent for each acre irrigated.

and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is December 2, 1965

Actual construction work shall begin on or before July 21, 1982 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1984

Complete application of the water to the proposed use shall be made on or before October 1, 1984

WITNESS my hand this 21st day of July, 1981

[Signature]
Water Resources Director

Abstract of Permit No. 26901

Application No. 3111

Certificate No.

Name City of Grants Pass Water Department
Address City Hall - 4th and "H" Streets
 Grants Pass, Oregon
Source of water supply Rogue River
Use Municipal; provided further that the right to the use of water is limited to the period when the flow of the Rogue is 1133' S. and 2870' W. from the NE corner of Section 20, being within the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, T. 36 S., R. 5 W., W.M., in the county of Josephine.
Point of diversion
Number of acres

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
36 S	5 W	7	X			X							X	X	X	X	X	X	X
		8	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		9					X	X			X	X							
		16					X	X	X	X	X	X	X						
		17	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		18	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		19	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		20	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		21					X	X	X	X	X	X							

* River at its mouth is more than 75' c.f.s.

Priority date July 19, 1960
Amount of water 25.0 c.f.s. measured at the point of diversion
Time limit to begin construction September 20, 1964
Time limit to complete construction 10/1/64 extended to 10-1-69 extended to 10-1-99
Time limit to completely apply water 10/1/64 extended to extended to 10-1-99
Remarks: 1995 CERT # 15833 #10117

Abstract of Permit

7

This is to certify that I have examined APPLICATION 64732 and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE APPROPRIATE MINIMUM FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

This permit is issued to City of Grants Pass, 101 NW "A" Street, Grants Pass, Oregon 97526, phone 476-5801, for the use of the waters of Rogue River,

for the PURPOSE of municipal use,

that the PRIORITY OF THE RIGHT dates from January 13, 1983,

and is limited to the amount of water which can be applied to beneficial use and shall not exceed 25.0 cubic feet per second.

The POINT OF DIVERSION is to be LOCATED 1,133 feet South and 2,370 feet West from the Northeast Corner of Section 20, being within the NE 1/4 NW 1/4 of Section 20, Township 36 South, Range 5 West, WM, in the County of Josephine.

A description of the PLACE OF USE under the permit, and to which such right is appurtenant, is as follows:

Township 33 South, Range 5 West, WM	Section 32	S 1/2	SW 1/4	Municipal use
Township 33 South, Range 6 West, WM	Section 22	SE 1/4	SE 1/4	
		NW 1/4	SE 1/4	
		NE 1/4	SE 1/4	
		SW 1/4	NE 1/4	
		SE 1/4	NE 1/4	
	Section 23	SE 1/4	SW 1/4	
		SW 1/4	SW 1/4	
		NW 1/4	SW 1/4	
	Section 25	SW 1/4	SW 1/4	
		NW 1/4	SW 1/4	
		SW 1/4	NW 1/4	
		NW 1/4	NW 1/4	
	Section 26	NW 1/4		
		NE 1/4		
		NE 1/4	SE 1/4	
		NW 1/4	SE 1/4	
		NE 1/4	SW 1/4	
		NW 1/4	SW 1/4	

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GRANTS PASS, ORE.

SEE NEXT PAGE

Actual construction work shall begin on or before March 22, 1984, and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1984.

Complete application of the water to the proposed use shall be made on or before October 1, 1985.

Witness my hand this 22nd day of March, 1983.

WATER RESOURCES DIRECTOR

This permit, when issued, is for the beneficial use of water. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan. It is possible that the land use you propose may not be allowed if it is not in keeping with the goals and the acknowledged plan. Your city or county planning agency can advise you about the land-use plan in your area.

APPLICATION # 64732

Rogue River
Permit 15 Vol 1

PERMIT

47346

Township 36 South, Range 5 West, WM

- Section 5 NE 1/4 SW 1/4 -
- SW 1/4 NE 1/4 -
- SW 1/4 -
- NW 1/4 -
- SW 1/4 -
- W 1/2 SE 1/4 -
- Section 6 All -
- Section 7 All -
- Section 8 All -
- Section 9 W 1/2 NW 1/4 -
- W 1/2 SW 1/4 -
- Section 15 SW 1/4 -
- Section 16 NW 1/4 -
- SW 1/4 -
- SE 1/4 -
- Section 17 All -
- Section 18 All -
- Section 19 All -
- Section 20 All -
- Section 21 All -
- Section 22 NW 1/4 -
- Section 28 NW 1/4 -
- SW 1/4 -
- Section 29 All -
- Section 30 All -
- Section 31 All -
- Section 32 All -
- Section 33 W 1/2 -

Township 36 South, Range 6 West, WM

- Section 1 NE 1/4 NE 1/4 -
- Section 13 NE 1/4 -
- SE 1/4 -
- E 1/2 SW 1/4 -
- Section 14 S 1/2 SE 1/4 -
- SW 1/4 -
- Section 15 S 1/2 SE 1/4 -
- NE 1/4 SE 1/4 -
- SE 1/4 SW 1/4 -
- Section 21 All -
- Section 22 All -
- Section 23 All -
- Section 24 All -
- Section 25 All -
- Section 26 All -
- Section 27 All -
- Section 28 All -
- Section 33 All -
- Section 34 All -
- Section 35 All -
- Section 36 All -

Township 37 South, Range 5 West, WM

- Section 4 N 1/2 NW 1/4 -
- Section 5 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -
- Section 6 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -

Township 37 South, Range 6 West, WM

- Section 1 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -
- Section 2 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -
- Section 3 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -
- Section 4 N 1/2 NW 1/4 -
- N 1/2 NE 1/4 -

47346

APPENDIX B
NORTH VALLEY SERVICE AGREEMENT

ADDENDUM No. 1
CITY-COUNTY WATER AGREEMENT
ON
NORTH VALLEY INDUSTRIAL PARK

City of Grants Pass

WHEREAS, the City of Grants Pass and Josephine County entered into an agreement on October 6, 1982, whereby the City would supply water to the North Valley Industrial Park, and;

WHEREAS, a portion of the funding is to come from federal funds from EDA, and;

WHEREAS, EDA requires that ownership of the water line, as well as construction responsibility of it, lies with Josephine County, for purposes of receiving the grant funds; and

WHEREAS, the City must maintain that degree of control and responsibility of the water lines that insures the integrity of the water system for the protection of the health, safety, and welfare of all users;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That the contract of October 6, 1982 is hereby amended in the following manner:
 - a. Paragraph 4, on page 2 of the contract is amended to read as follows:
 - "4. The County [City] will construct [x] water facilities to the site as set out in Plan II of the "Site Development Plan Implementation Strategy" dated June 1982 (as set out in Exhibit "B") and City is to provide adequate water to the site as more specifically set forth herein.
 - b. Paragraph 5, on page 2 of the contract is amended to read as follows:
 - "5. The County [City] will have ownership of such water facilities for a period of fifty years. On the fifty-first year, ownership will be transferred to the City; consideration being found in the maintenance of such water facilities for the fifty-year period. [and=be] The City will be responsible for operation and maintenance of such water facilities and that the policies under which said facilities are operated and maintained shall in all respects be the

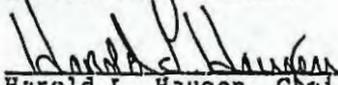
same as for other parts of the City water system.
This includes additional connections and added
expansions of the line or lines, which are within
the sole discretion of the City.

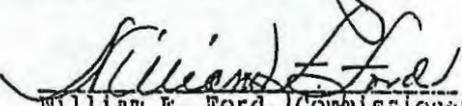
All costs for maintenance, repair, reconstruction and
replacement of such water facilities shall be the
responsibility of the City. The City shall have a
continuing right to use all property which is owned
or controlled by the County upon which the water
facilities are located, so long as they are used for
utility purposes. Upon the fifty-first year, from
the date of this agreement, the ownership or right to
use of the property on which the water facilities are
located, shall transfer to the City.

2. In all other respects the original terms of the contract are hereby affirmed.

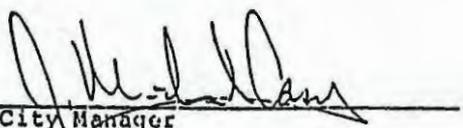
IN WITNESS WHEREOF, the below signators set their hand this
9th day of March, 1983.

JOSEPHINE COUNTY BOARD OF
COUNTY COMMISSIONERS

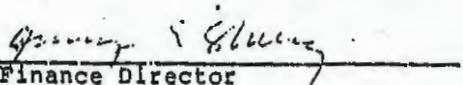

Harold L. Haugen, Chairman


William F. Ford, Commissioner

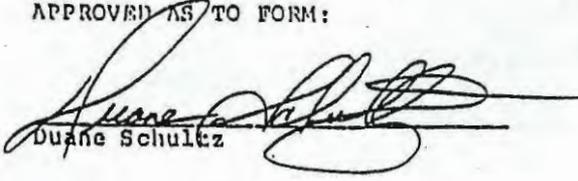

Tony Corleaz, Commissioner


City Manager

ATTEST:


Finance Director

APPROVED AS TO FORM:


Duane Schultz

AGREEMENT

The City of Grants Pass, hereinafter referred to as "City" and Josephine County, hereinafter referred to as "County", acting by and through their governing bodies, hereby recite and agree as follows:

W I T N E S S E T H

WHEREAS, the County owns property outside the corporate limits of the City of Grants Pass, and more particularly described in Exhibit "A"; and

WHEREAS, the County is desirous of constructing water systems improvements to the site; and

WHEREAS, County seeks to develop the land it currently owns to standards compatible with the development of a "campus style" industrial park, and the land lies within the area known as the "North Valley Industrial Park"; and

WHEREAS, the City has the capacity to provide water systems improvements as well as the legal procedures to establish Local Improvement Districts with the ability for Bancroft financing; and

WHEREAS, City and County are authorized to enter into intergovernmental agreements pursuant to ORS 190.010 and 190.020; and

WHEREAS, ORS 225.080 allows City to make assessments outside its corporate limits for water improvement systems with approval of the Board of County Commissioners and to Bancroft such Local Improvement Districts; and

WHEREAS, Chapter II and Chapter IX of the City Charter and Title IX, Chapter 9.36, of the City Ordinance give City procedures and methods for the formation of a Local Improvement District with the benefit of Bancrofting; and

WHEREAS, County has executed the proper resolution as required by ORS 225.080 requesting and authorizing the City to establish the district and assess the costs against the benefited properties; and

WHEREAS, County is prepared to underwrite all reasonable costs of the project to the City, it being the intent that the County assume and pay all reasonable costs that the City may incur from the start of the project until final payment of the Bancrofting; and

WHEREAS, neither the City nor the County now have the water right or permit that would allow water service to the North Valley Industrial Park; and

WHEREAS, it is conceivable that the City may wish to annex this area in the future.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City will initiate and administer a Local Improvement District for water systems improvements in that portion of the "North Valley Industrial Park" which is owned by the County and is more particularly described in Exhibit "A".
2. The County will perform such acts as required by law in the formation and administration of the Local Improvement District.
3. The County obligates itself to assume and pay all reasonable costs of the project, it being the intent of this Agreement that the City shall suffer no gain or loss due to its participation as initiator and administrator of the Local Improvement District. The County shall guarantee all payments of the Bancroft bonds to be issued pursuant to this Agreement. Any financial gains on the issuance or redemption of bonds shall be remitted to the County.
4. The City will construct a waterline and reservoir to the site as set out in Plan II of the "Site Development Plan Implementation Strategy" dated June 1982 (as set out in Exhibit "B") and provide water to the site as more specifically set forth herein.
5. The City will have ownership of such lines and be responsible for operation and maintenance of such reservoir and line or lines and that the policies under which said facilities are operated and maintained shall in all respects be the same as for other parts of the City water system.
6. The County will pre-pay connection charges in the amount of \$80,000 as a part of the capital costs of the district, which will reserve 60,000 gallons per day (maximum 5-day demand) for the 85 acre site. This fee does not include the cost of meters or meter installation charges as service is actually provided to properties within the district.
7. The City and County acknowledge the need to develop other industrial sites in the Grants Pass Urban Growth Boundary.
8. The City will make immediate application for amendment of its water rights and/or permits in order to serve the site.
9. Except as provided herein, the City shall operate said facility, and other customers connected thereto in all respects as other out-of-City utility customers except a user surcharge of not greater than sixty percent (60%) shall apply.
10. At such time as the city limits are contiguous with the site, County agrees to make application to the City for annexation in accordance with applicable laws.
11. Any dispute arising under this Agreement shall be resolved pursuant to the arbitration provisions of ORS 33.210 et seq.

12. Until such time as City obtains an approved permit or water right to serve the site, City agrees not to incur any expenses pursuant to this Agreement except reasonable engineering costs by Robert E Meyer & Associates, Inc. and pro-ration of bond sale expenses.

13. The parties agree to act in good faith to achieve the purposes of this Agreement.

IN WITNESS WHEREOF, the below signators set their hand this 6th day of October, 1982.

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS

Harold L. Haugen, Absent

Harold L. Haugen, Chairman

Mary E. Benedetti
Mary E. Benedetti, Vice Chairman

William F. Ford
William F. Ford, Commissioner

[Signature]
City Manager

ATTEST:

[Signature]
Finance Director

APPROVED AS TO FORM:

[Signature]
Duane Wm. Schultz

EXHIBIT "A"

March 23, 1982
Page 1 of 3

SURVEY NARRATIVE

LOCATION: NE 1/4 of Section 26 and NW 1/4 of Section 25, T 35 S,
R 6 W, WM, Josephine County, Oregon.

PURPOSE: To establish the boundaries of the Merlin Industrial
Park.

SURVEYED FOR: Josephine County Public Works Department, Engineering
Division, Grants Pass, Oregon

I begin this survey by locating the Section Corner common to Sections 23, 24, 25 & 26 and tracing the existing monuments and pins along the Section line common to Sections 23 & 26, the recorded bearing of which is South 89° 16' West.

I then traced the existing monuments and pins along the Section lines common to Sections 25 & 26 and Sections 24 & 25 and proceeded to establish the boundaries for the proposed Merlin Industrial Park in three parcels as follows:

Parcel I

Starting at said Section Corner, I surveyed South 0° 09' 11" East, 30.00 feet to the South R/W line of San Francisco Street, the True Point of Beginning of this Parcel, at which I set a 5/8" iron rod to monument the NE corner of the parcel.

I then surveyed South 0° 09' 11" East, 959.48 feet to the SW corner of Lot 214 of the Rogue River Orchards Company, which is monumented with a 3/4" iron pipe per survey C.S. 62-64.

I then surveyed South 0° 09' 11" East, 338.80 feet to the N 1/16 Corner, which is monumented with a 3/4" iron pipe per survey C.S. 62-64.

I then surveyed South 0° 09' 11" East, 657.02 feet to the North R/W line of California Street, the SE corner of the parcel, which is monumented with a 5/8" iron rod.

I then surveyed South 89° 50' 52" West, 1634.29 feet along the North R/W of California Street to it's intersection with the Easterly R/W line of Monument Drive, at which I set a 5/8" iron rod to monument the SW corner of the parcel.

I then surveyed around a 686.20 foot radius curve to the right, 149.14 feet (the long chord of which bears North 13° 22' 40" West, 148.85 feet), along the Easterly R/W line of Monument Drive to a point, at which I set a 5/8" iron rod.

EXHIBIT "A"

March 23, 1932
Page 2 of 3

SURVEY NARRATIVE

I then surveyed North 7° 09' 08" West, 535.69 feet along the Easterly R/W line of Monument Drive to a point, at which I set a 5/8" iron rod.

I then surveyed North 89° 50' 52" East, 8.43 feet to a point which is monumented with a 5/8" iron rod.

I then surveyed North 89° 50' 52" East, 418.28 feet to a point which is monumented with a 5/8" iron rod per survey C.S. 119-71.

I then surveyed North 0° 45' 27" West, 594.16 feet to a point which is monumented with a 5/8" iron rod per survey C.S. 52-72.

I then surveyed North 26° 33' 25" West, 745.68 feet to a point, at which I set a 5/8" iron rod to monument the NW corner of the parcel. Said point bears South 26° 33' 25" East, 5.50 feet from a point which is monumented with a 5/8" iron rod per survey C.S. 52-72.

I then surveyed North 89° 16' East, 1645.19 feet to the Point of Beginning.

Parcel II

Starting at said Section Corner, I surveyed South 0° 09' 11" East, 2045.30 feet to the South R/W line of California Street, which is monumented with a 5/8" iron rod.

I then surveyed North 89° 50' 52" East, 264.00 feet along the South R/W line of California Street to the True Point Of Beginning for this parcel, at which I set a 5/8" iron rod to monument the NE corner of the parcel.

I then surveyed South 0° 09' 11" East, 500.00 feet to a point, at which I set a 5/8" iron rod to monument the SE corner of the parcel.

I then surveyed South 89° 50' 52" West, 681.00 feet to a point, at which I set a 5/8" iron rod to monument the SW corner of the parcel.

I then surveyed North 0° 09' 11" West, 500.00 feet to the South R/W of California Street, at which I set a 5/8" iron rod to monument the NW corner of the parcel. Said point bears North 89° 50' 52" East, 375.00 feet from the NE corner of Lot 256 of the Rogue River Orchards Company, which is monumented with a 5/8" iron rod.

I then surveyed North 89° 50' 52" East, 681.00 feet along the South R/W line of California Street to the Point of Beginning.

EXHIBIT "A"

March 23, 1982
Page 3 of 3

SURVEY NARRATIVE

Parcel III

Starting at said Section Corner, I then surveyed South $0^{\circ} 09' 11''$ East, 30.00 feet to the South R/W line of San Francisco Street, which I had previously monumented with a $5/8''$ iron rod.

I then surveyed South $89^{\circ} 48' 02''$ East, 447.88 feet along the South R/W line of San Francisco Street to the True Point of Beginning for this Parcel, at which I set a $5/8''$ iron rod to monument the NW corner of the parcel.

I then surveyed South $89^{\circ} 48' 02''$ East, 440.80 feet along the South R/W line of San Francisco Street to point on the Westerly R/W line of Interstate Highway No. 5, at which I set a $5/8''$ iron rod to monument the NE corner of the parcel.

I then surveyed South $0^{\circ} 353' 02''$ East, 953.27 feet along the Westerly R/W line of Interstate 5 to the SE corner of the parcel, which is monumented with a $3/4''$ iron pipe per survey C.S. 62-64.

I then surveyed South $89^{\circ} 47' 53''$ West, 448.26 feet to a point which is 447.88 feet distant from the West line of Section 25, at which I set a $5/8''$ iron rod to monument the SW corner of the parcel.

I then surveyed North $0^{\circ} 09' 11''$ West, 956.34 feet to the Point of Beginning.

Bearings are based on survey C.S. 128-61.

Equipment used was an E.D.M. and Theodolite.

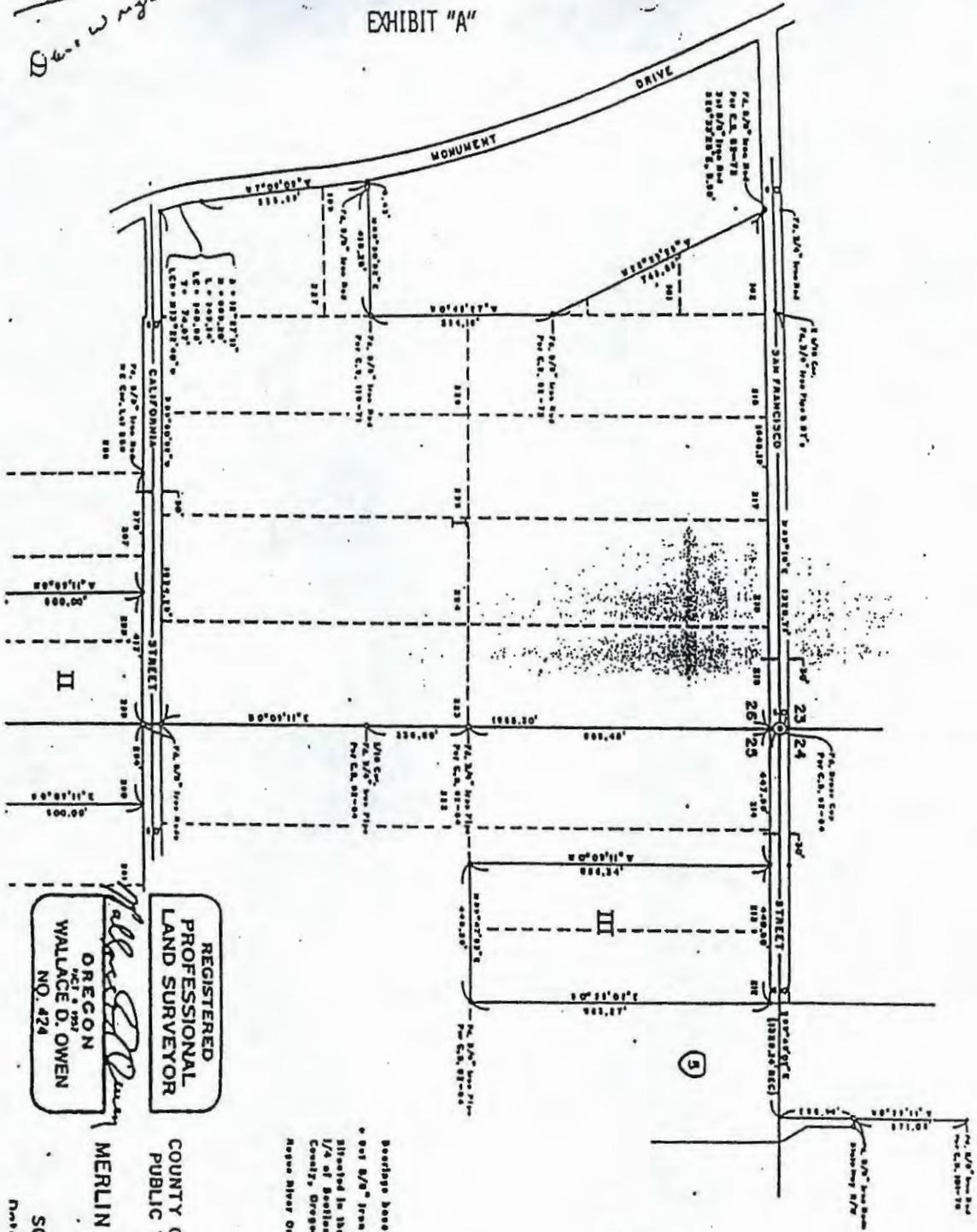
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wallace D. Owen

OREGON
OCT. 4, 1951
WALLACE D. OWEN
NO. 424

Deer w riffs

EXHIBIT "A"



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wallace D. Owen

OREGON
WALLACE D. OWEN
NO. 424

COUNTY OF JOSEPHINE, OREGON
PUBLIC WORKS DEPARTMENT

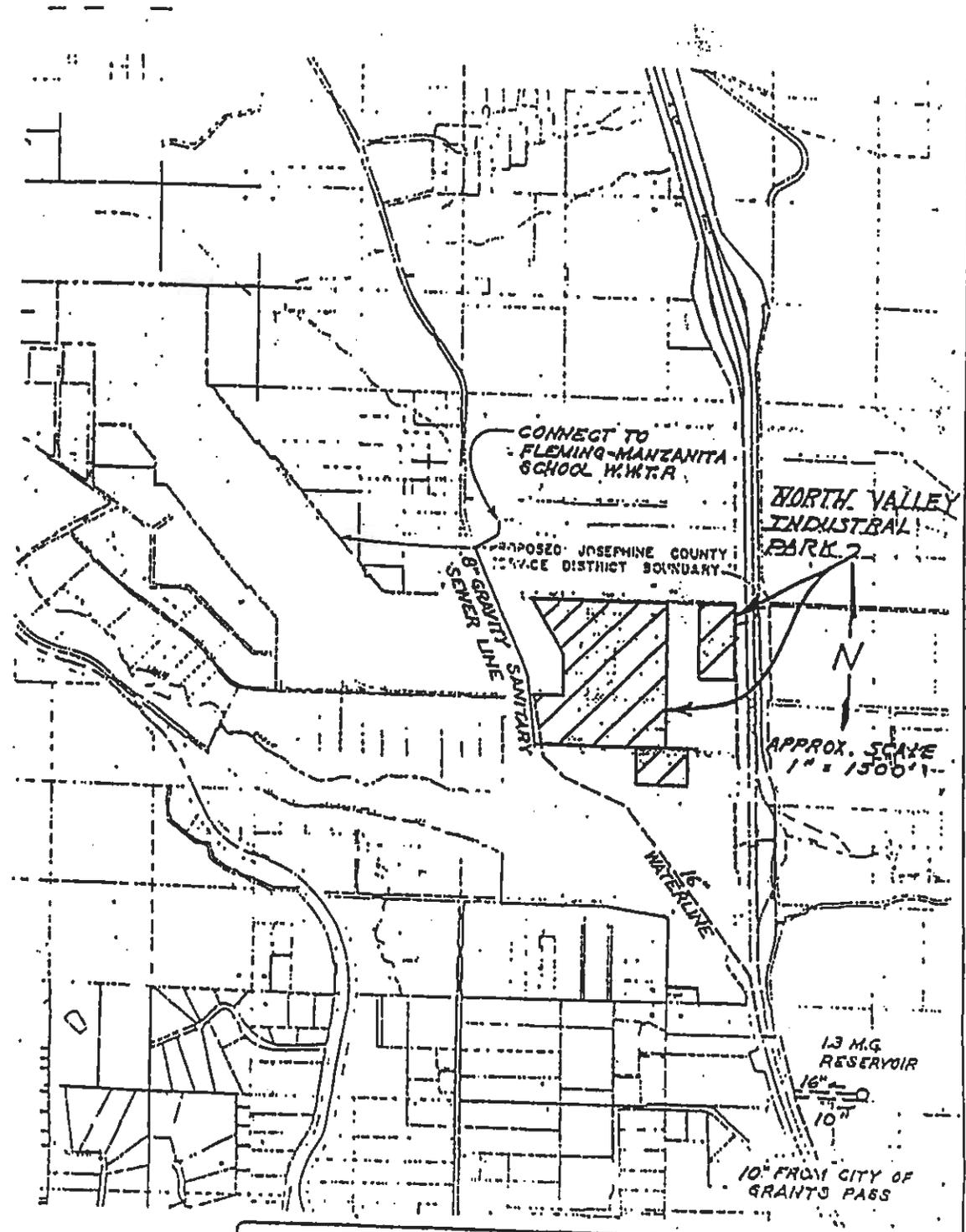
MERLIN INDUSTRIAL PARK

SCALE: 1" = 400'
Date - 27 March 1957

Bearings based on Survey C.B. 122-01.
• 601 8/8" Iron Rod.
Situated in the NE 1/4 of Section 22 & 1/4 NW
1/4 of Section 25, T.38S., R.6W., W.M., Josephine
County, Oregon.
Rogue River Orchard Company's First Subdivision.



EXHIBIT "A"



NORTH VALLEY INDUSTRIAL AREA
JOSEPHINE COUNTY, OREGON

PLAN II

SHEET NO.

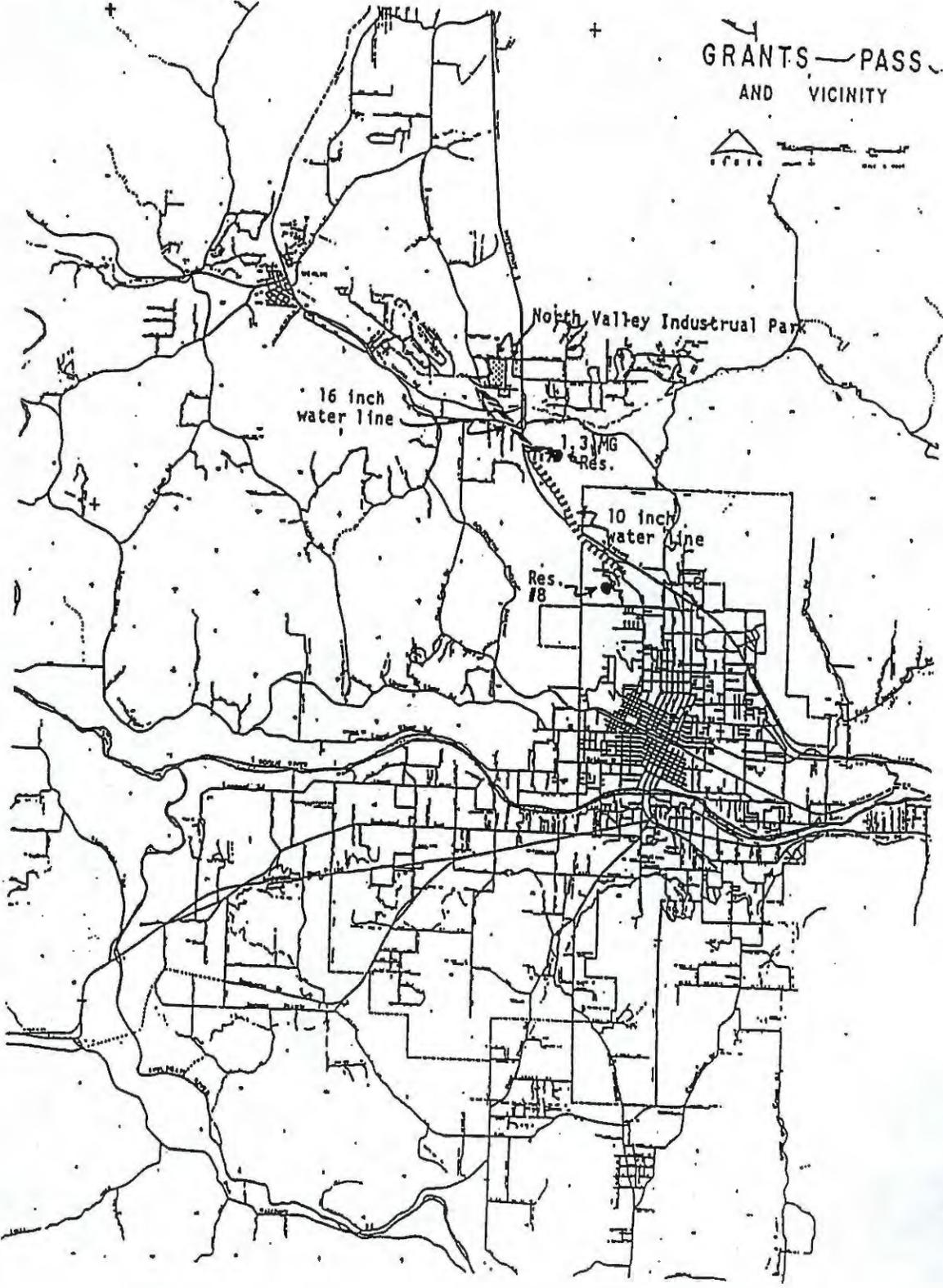
DESIGN EAC DRAWN JR CHECKED REM APPROVED

SCALE

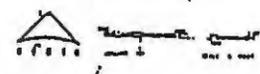
DATE JUNE 1924

THE 1927-00

EXHIBIT "A"



GRANTS PASS
AND VICINITY



North Valley Industrial Park

16 inch
water line

1.3 MG
Res.

10 inch
water line

Res.
#8

THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON

In the Matter of Formation of the
North Valley Improvement District
and Waiver by County

Resolution No. 82-89

The City of Grants Pass, hereinafter referred to as "City",
and Josephine County, hereinafter referred to as "County",
acting by and through their governing bodies, hereby recite and
agree as follows:

WHEREAS, the County has requested the City to form a Local
Improvement District for County property in North Valley; and

WHEREAS, the purpose of the project is to build water
system improvements from the City to the County property; and

WHEREAS, time is of the essence to market the necessary
bonds prior to the November 2 election date, and the parties to
avail themselves of the Bancrofting statutes; and

WHEREAS, the City has ordinances in place for the formation
of Local Improvement Districts, and a number of requirements
must be met; and

WHEREAS, Bond Counsel has determined that the notice
requirements for Local Improvement Districts can be waived by
the County;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Josephine
County Board of Commissioners as follows:

1. The County hereby waives the notice requirements as
required by statute and ordinance which are set out as
follows but not limited to:
 - a. 10 day filing of the Public Improvement Report.
 - b. 10 day notice for the public hearing for formation
of the Local Improvement District.
 - c. 10 day mailing requirement.
 - d. Any other applicable law for formation of a Local
Improvement District.

Done and dated this 5th day of October, 1982.

BOARD OF COUNTY COMMISSIONERS

Harold L. Haugen, Absent

May Bennett
William Ford

APPROVED TO FORM:

Diane Schultz
Diane Schultz
County Legal Counsel

APPENDIX C
REDWOOD SERVICE AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
FOR THE
ORDERLY MANAGEMENT
OF THE
GRANTS PASS URBAN GROWTH BOUNDARY AREA**

The parties to this agreement are Josephine County (hereinafter County) the City of Grants Pass (hereinafter City), the Harbeck-Fruitdale Sewer District (hereinafter HFSD) and the Redwood Sanitary Sewer Service District (hereinafter RSSSD).

WHEREAS, in the 1980's the County and City, in the spirit of cooperation, adopted the comprehensive plan and zoning ordinances for the Urban Growth Boundary at the request of the City; and

WHEREAS, in 1984 the County and City entered into an intergovernmental agreement that neither the County or City have been able to implement; and

WHEREAS, the County and the City share responsibility for the maintenance, improvement and creation of public facilities and services within the Urban Growth Boundary area of the City of Grants Pass (UGBA); and

WHEREAS, the County and City share administrative jurisdiction for the professional planning and building services within the Urbanizing Area of the City of Grants Pass (UA), which has resulted in confusion and conflict in the administration of policies and standards for urban levels of development within the UA; and

WHEREAS, development within the UGBA over the last 15 years has not always occurred with appropriate levels of area-wide arterial and collector streets and drainage facilities, or the provision of the funding for these improvements, which has resulted in dramatic increases in development burdens and risks to the residents of both the City and the County; and

WHEREAS, the costs associated with the development of urban streets and drainage facilities are extremely high and the parties may not be able to generate fees and assessments to off-set this expense, and because developer contributions are limited by changes in takings law, shifting more of the burden back to the local residents; and

WHEREAS, the County and the City desire to create a basis for future cooperation and cost savings in the provision of urban facilities and services within the UGBA; and

WHEREAS, representatives of the County and City have entered into detailed discussions regarding how to accomplish increased cooperation in the provision of urban

services and facilities in the UGBA, to include water, sewer, planning, building and fire services, and street, storm drain, and park facilities; and

WHEREAS, City owns and operates a municipal water utility with water rights and treatment capacity sufficient to serve all lands within the UGBA and the parties agree that the extension of the water system, together with fire flow capacity, in conjunction with urban levels of development is extremely important for the long-term benefit and safety of the residents of the UGBA; and

WHEREAS, City owns and operates a municipal sewer collection system and treatment facility that presently serves a majority of the residents of the UGBA, and which has the physical and legal capacity to serve the entire UGBA in an efficient and cost effective manner, to include the collection and treatment of effluent from the RSSSD; and

WHEREAS, there are substantial planning, administrative and fiscal advantages to be gained by consolidated management of sanitary sewer services within the entire UGBA; and

WHEREAS, the resulting planning and fiscal problems associated with the improvement of urban services and facilities are now too great to be effectively addressed by one jurisdiction without significant participation and cooperation from the other; and

WHEREAS, it benefits all of the citizens of Josephine County and Grants Pass when the jurisdictions work together using their resources to meet their responsibilities in an equitable and efficient manner; and to provide the most cost effective level of services and facilities to both the UGBA and the rural areas of Josephine County; and

WHEREAS, it is the intent of this agreement to implement a cooperative agreement for the performance of urban planning and development functions and activities within the UGBA pursuant to the authority contained in Oregon Revised Statutes, Chapter 190; and

WHEREAS, it is the further intent to comply with the requirements of Oregon Revised Statutes, Chapter 195, regarding the creation of urban service agreements between local governments and special districts to govern the provision of urban services;

NOW, THEREFORE, the parties agree as follows:

I. PURPOSES OF THE AGREEMENT

1. To enable the County and City to plan for and provide urban services and facilities in a timely, orderly and cost effective manner within the UGBA.
2. To enable the County and City to provide an effective transition from rural levels of services and facilities to urban levels of services and facilities within the UGBA.
3. To improve government service to the residents of the UGBA by providing a single, convenient place to obtain information, applications and permits for land

use developments, and by assuring the uniform and fair administration of a single set of permit procedures and development standards and policies.

4. To enable the County and City to work together to encourage the transition from rural to urban level of services.
5. To enable the City to provide the urban level of services and facilities required as the population in the UA increases and the Citizens request them in accordance with City policies.
6. To ensure the responsibilities for the costs of providing urban level services to the UA are allocated according to the benefits received and impacts as determined, permitted, authorized or required by state law and the Charter and ordinances of the City of Grants Pass.

II. DEFINITIONS

1. Grants Pass Urban Growth Boundary Area (UGBA). All land within the Urban Growth Boundary to include the City of Grants Pass as designated on the Comprehensive Plan Map and as hereinafter amended.
2. Land Use Regulations. Any local government zoning ordinance, land division ordinance adopted (and as amended) under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan which is applicable to the UA.
3. Land Development Regulations. Standards, specifications and conditions under which an authorized use of land may be made.
4. Category 1 Development. Development within the UA on an authorized lot or lot of record existing as of the effective date of this agreement which is:
 - A. A new single-family or one duplex development which is beyond 100 feet from the nearest water main; or
 - B. A residential remodel; or
 - C. A lot line adjustment; or
 - D. A partition which does not create more than one new lot from a parent parcel within a ten year period and which is beyond 300 feet from the nearest water main; or
 - E. An expansion, up to a total of 25%, of an existing commercial, industrial or public use and associated structures, which is beyond 100 feet from the nearest water main and which does not include a different non-conforming use; or

- F. A change in use from a previously permitted use to a use permitted under the City's Land Use Regulations of the same or lesser intensity and which does not require or request a new connection to City water or sanitary sewer service.
- 5. Category 2 Development. All development within the UA not classified as Category 1 Development pursuant to this agreement.
- 6. Urban Area Planning Commission. The review body created by the Josephine County Board of Commissioners and the Grants Pass City Council to consider land use issues within the UGBA.
- 7. Urban Service. That level of service generally provided to residents within a city including, but not limited to, sewage collection, treatment and disposal; water supply and distribution; storm drainage, streets and roads, parks and open space, police and fire protection.
- 8. Urbanizing Area (UA). That area within the Urban Growth Boundary that is not part of the City of Grants Pass.

III. TRANSFER OF AUTHORITY

- 1. The County hereby transfers and assigns to the City, and the City hereby accepts, all of the County's authority to provide and manage planning and building services and facility financing and development within the UA.
- 2. The City is hereby vested with the exclusive authority to exercise the County's legislative and quasi-judicial powers, rights and duties within the UA and to apply the City's Comprehensive Community Development Plan for Grants Pass and the Urbanizing Area, the Comprehensive Plan and Zoning Maps, Land Development Code, and Urbanization Policies and Procedures as now or hereinafter adopted or amended by the City.
- 3. The City may at any time during the term of this agreement elect to:
 - A. Adopt the Comprehensive Community Development Plan for the Grants Pass and Urbanizing Area for the UA;
 - B. Adopt uses for residential properties as set forth in the Development Code for the City of Grants Pass;
 - C. Repeal all conditional use land uses;

IV. LAND USE MANAGEMENT

1. As authorized by ORS 190.010(4) and ORS 215.170, it is hereby agreed the City shall exclusively apply the Comprehensive Community Development Plan for Grants Pass and the Urbanizing Area, as has been adopted or as may be hereinafter be adopted or amended and maintained by the City of Grants Pass within the UA.
2. As authorized by ORS 190.010(4) and ORS 215.170, it is hereby agreed the City shall exclusively apply the City's Development Code, as has been adopted or as may be hereinafter be adopted or amended and maintained by the City of Grants Pass within the UA.
3. All land uses within the UA (Category 1 and Category 2) shall be subject to the City's Land Use Regulations, Land Development Regulations including Development, Building and Utility standards and procedures, except Category 1 developments shall not be required to execute an agreement for future annexation or to extend water as a condition of development unless annexation or extension is otherwise required by state statute or administrative rule.
4. The County and City shall jointly adjust the Grants Pass Urban Growth Boundary using the procedures currently contained in Section 13.6 of the Grants Pass and Urbanizing Area Comprehensive Community Development Plan Policies, or as hereafter mutually modified by the two governing bodies.
5. The Joint Urban Area Planning Commission shall be composed by an equal number of County/City appointees who are residents of the UGBA. The City, however, shall be responsible for the administrative functions of the commission.
6. Within the UA the City shall:
 - a. Administer and enforce the Land Development Regulations, using its Code and implementation procedures;
 - b. Issue building, development, and other permits and provide for site inspection necessary for the administration of the Land Development Regulations;
 - c. Update fees for Land Development Regulations, permits, processing, inspections, appeals, enforcement, user and utility fees as necessary to recover costs and implement and manage urban services required by the State Planning Goals or ordinances and resolutions of the City.
 - d. Update, establish or manage System Development Charges, utility charges, impact fees, and manage local improvement districts as authorized by state law.

V. NOTIFICATION AND APPEALS

1. **QUASI-JUDICIAL DECISIONS.** The City shall give the County written notice of all land use, limited land use and expedited land division decisions in the UA in the same manner as required by Oregon Law for adjacent property owners. The County shall be deemed to have automatic party status regarding all such decisions for the purposes of standing for appeals. Quasi-judicial land use and limited land use development decisions made by the City's Director or Hearings Officer or the Urban Area Planning Commission may be appealed according to the City's Land Use Hearing Rules. The City may provide staff support for any administrative or judicial review of decisions regarding the application of Land Use Regulations to land within the UA.
2. **LEGISLATIVE DECISIONS.** The City agrees to provide written notice of all proposed legislative actions to the County at least 45 days prior to the public hearing at which the action is first considered. The County shall be deemed to have automatic party status regarding all such decisions for the purposes of standing for appeals.

VI. ANNEXATION

1. All Category 1 developments within the UA which are required to connect to sanitary sewer or municipal water by state statute or administrative rule, or which request such connection, shall be subject to a service and annexation agreement.
2. All Category 2 developments shall require service and annexation agreements.
3. Prior to the approval of any Category 2 Development, the City shall either annex the land contained within the development or enter into an annexation agreement requiring annexation within 12 months from the date of final approval of the development. In the latter case, the City shall annex the lands within the 12 month time period.
4. If annexation cannot occur as provided in paragraph 3 above because of conflicting legal requirements, all of the other provisions of this agreement will operate as if annexation has occurred at the time the City provides any municipal service or facility, or obtains a service and annexation agreement, whichever occurs first.

VII. BUILDING AND SAFETY

1. The County hereby transfers and the City hereby accepts responsibility for providing building, electrical, plumbing, mechanical, and similar codes, including but not limited to: filing and complying with all applicable statutory requirements, assuring effective programs throughout the UA; providing all personnel, management, structures, oversight, and financial systems necessary to provide

all code enforcement in the UA; and authority for adoption, amendment, and updates for all codes applicable in the UA.

2. The City shall give the County first preference for any contracting for building related services so long as the County conforms to the City's contractual requirements and policies as the same apply to other contractors.

VIII. PUBLIC SAFETY SERVICES

1. Unless otherwise provided under Section VI.4 of the Agreement, the City will be responsible for the level of Public Safety Services (police and fire) within the City limits as they exist now and as are hereafter modified and may provide fire and police services per individual contractual agreements with specific properties.
2. Unless otherwise provided under Section VI.4 of the Agreement, the County will be responsible for providing police services within the UA.

IX. WATER

The County hereby transfers and the City hereby accepts exclusive responsibility and authority for the planning, administration and management of domestic water supplies for properties within the UA, including (but not limited to) the following: the permitting, authorizing, granting or providing water use for domestic, industrial, residential, fire flow, or commercial purposes within the UA.

X. PARKS

1. **PARKS DEVELOPMENT COMMISSION.** In cooperation with the Josephine Parks and Recreation Foundation, the Urban Area Planning Commission shall serve as the Parks Development Commission (PDC) in the planning and development of neighborhood and community parks within the UA. Within 60 days from the execution of this agreement, the City and County shall each designate at least one employee to act as joint staff to the PDC and hold an organizational meeting. The PDC shall review the 1984 Parks and Recreation Master Plan and recommend to the City and County a reviewed plan, with or without proposed modifications, to include a determination of the number of acres of developed parks needed and desirable for the UA, and how existing public or semi-public lands should be recognized for park purposes under the plan. The PDC shall meet at least semi-annually to develop and implement the Parks and Recreation Master Plan.
2. **COUNTY RESPONSIBILITIES.** It shall be the responsibility of the County under this agreement to:
 - A. Provide regional natural based parks.

B. Complete a county-owned land inventory and analysis within one year of this agreement. This analysis shall include recommendations from the County regarding potential sites to be used, traded, sold, or exchanged for acquisition and development of neighborhood and community parks within the UA. The County will assist in the acquisition and provision of park lands for neighborhood and community parks to serve the UA. The county shall submit copies of the of the inventory and analysis to the City Manager and the PDC.

3. **CITY RESPONSIBILITIES.** It shall be the responsibility of the City under this agreement to:

A. Provide neighborhood and community parks.

B. Plan, administer, develop and operate neighborhood and community parks in the UA as sufficient lands become available for park development consistent with this section.

XI. STREETS AND DRAINAGE

1. **JOINT MANAGEMENT.** The County and City shall be jointly involved in the maintenance of current roadways, the funding for improvements, and the coordination of future growth in the Urban Growth Boundary Area with adequate capacity street and storm drainage facilities. Numerous improvements are currently recommended and more will be necessary to meet the transportation and drainage needs of the UGBA as population increases. It is understood between the parties that neither jurisdiction has the financial resources to meet the street requirements as identified in the Master Transportation Plan (MTP) or the drainage requirements contained in the Urban Area Drainage Plan. Therefore, a fundamental point of agreement between the parties is that new and expanded sources of funding will be necessary in order to provide adequate street and drainage facilities within the UGBA, and that both jurisdictions must share responsibility for the maintenance and provision of urban street and drainage facilities.

2. **MASTER TRANSPORTATION PLAN.** The classifications for the various streets within the UGBA as shown in the Grants Pass Urban Master Transportation Plan (MTP) shall be utilized except as noted in the attached local collector and residential street inventory. The City shall hereafter be solely responsible for the maintenance, amendment, adoption and re-adoption of the MTP, including the Local Area Transportation Plan.

3. **ARTERIALS AND COLLECTORS.** Responsibility for all maintenance, repair, construction, and improvement for arterial and collector streets shall be apportioned between the City and County as follows:

- A. The County shall be responsible for all arterial and collector roads and drainage currently or hereafter identified as "county roads" in the MTP.
 - B. The City shall be responsible for arterial and collector streets and drainage currently or hereafter identified as "city streets" in the MTP.
4. **LOCAL COLLECTORS AND RESIDENTIAL STREETS.** Responsibility for all maintenance, repair, construction and improvement for local collector and residential streets shall be apportioned between the City and County as follows:
- A. The County shall be responsible for local collectors and residential streets located outside the City until jurisdiction transfers to the City pursuant to this agreement.
 - B. The City shall be responsible for all County and City local collectors and residential streets located inside the City starting on the date of this agreement, except for Beacon Drive from Madrone to Hillcrest.
 - C. The County shall be responsible for Beacon Drive from Madrone to Hillcrest.
5. **FUTURE TRANSFER OF RESPONSIBILITY.** Responsibility for further maintenance, repair, construction and improvement of streets shall transfer from the County to the City upon the occurrence of any one of the following future events:
- A. When a County arterial or collector street or Beacon Drive located within the City is constructed or improved to full City development standards; or
 - B. Except for Beacon Drive, when the street right-of-way for a local collector or residential street is annexed into the City (for the purpose of this subsection, the City shall annex local collector or residential right-of-way whenever the right-of-way runs from the annexed development to the city limits); or
 - C. When a County arterial or collector street located within the UA meets city or county urban standards at the time of annexation, including full curb, gutter, and sidewalk.
6. **DRAINAGE FACILITIES.** Responsibility for the maintenance and improvement of drainage facilities shall be included in the responsibility for the maintenance and improvement of streets.
7. **TRANSFER PAYMENTS.** For local collector and residential streets, not developed to County or City urban standards, which are transferred from the County to the City pursuant to this agreement, the County agrees to pay to the City an annual

sum equal to \$9000 per mile of street for 7 years, commencing in the year of transfer for any given street.

8. **IMPROVEMENT OF ARTERIAL AND COLLECTOR STREETS AND BEACON DRIVE.** Based upon the level of capital improvement funds available to each jurisdiction at the time arterial or collector street improvements, including Beacon Drive, are called for, and in view of other financing opportunities and/or limitations, the City and County agree to work together to improve existing and planned arterial and collector streets, including Beacon Drive, within the UGBA as follows:

- A. The City and County shall jointly pursue alternative sources of revenue necessary to fund the improvement of arterial and collector streets and drainage facilities within the UGBA.
- B. The City shall prioritize capital projects under this Section within the UGBA subject to County review and comment.
- C. The City shall be responsible for all UGBA development reviews, approvals, plan submittals, and authorizations in accordance with City development standards and policies.
- D. Regarding the review and approval of individual land use applications, the City and County shall be jointly responsible for determining whether specific transportation and drainage systems under County responsibility have or will have adequate capacity to serve the proposed development. Adequate capacity shall consider motorized as well as non-motorized transportation alternatives, as well as the condition and capacity of existing storm drainage facilities.
 - 1. In the event either jurisdiction, or both, determines the applicable transportation or drainage systems have inadequate capacity, the determination shall become the joint City/County position in the City's staff report to the Urban Area Planning Commission and the City Council.
 - 2. The County shall be responsible for developing the specific conditions for the approval of individual developments involving transportation and drainage systems under County responsibility, and these proposed conditions of approval shall also be included in the City's staff report to the Planning Commission and City Council.

9. **OBTAIN RIGHT-OF-WAY PERMITS.** The parties shall require and assure permits are secured from the appropriate road authority for utility crossings, encroachments and similar authorizations for facility work occurring within public rights-of-way.

XII. SEWER SERVICES

1. **REVOCATION.** This agreement revokes and replaces all previous agreements between the County, the HFSD and the City, and between the County and the RSSSD.
2. **COUNTY AND DISTRICTS.** The County, the HFSD, and the RSSSD shall:
 - A. Amend ordinances and actions of the County and District that may conflict with the terms of this agreement; and
 - B. Transfer to the City all funds, records, files, data, and information pertaining to the Districts; and
 - C. Relinquish control of all financial and physical assets, real and incorporeal property, and interests therein from the appropriate District to the City; and
 - D. Certify to the City that the County and the Districts have no bonded indebtedness or other outstanding debt related to the Districts, except as follows: in the fiscal year 1990-91 Josephine County made an interest free loan of \$128,000 to the Redwood District, with the loan to be repaid over a 10 year period at \$12,800 per year. The purpose of the loan was to assist the District with the purchase of a wood waste grinder for its sludge composting/recycling program. Repayment of the loan started with the first payment being made to the County in FY 1995-96. The last payment will be due in FY 2004-05. The Redwood District shall repay the loan in full to the County on or before June 30, 2005, with payments at no less than \$12,800 per year.
3. **CITY AUTHORITY.** The County, the HFSD, and the RSSSD hereby transfer to, and the City hereby accepts, all responsibility and authority for the planning, administration, operation, maintenance and management of sewer services of the HFSD and the RSSSD for properties located within the respective District boundaries. This authority shall include any and all actions necessary and convenient for the provision of sewer service, to include (but not limited to) the following:
 - A. The issuance of permits and the authorization and provision of sewer services for domestic, industrial, residential, or commercial purposes;
 - B. Secure the financing needed to provide sewer services, and establish all liens or other devices, deferred payment programs and formats, and otherwise take all actions necessary to assure the financing for the operation, maintenance, extension and expansion of the Districts' sewer systems;

- C. Assume and control of each District's financial and physical assets, real and incorporeal property, and any interests therein;
 - D. Adopt and administer the budgets for each District;
 - E. Act as the board for the respective Districts in all respects with full responsibility and authority for all aspects of the existence and operation of each District;
 - F. Adopt and administer sewer standards;
 - G. Collect and administer all applicable sewer related City fees and fees of the appropriate District, including but not limited to system development charges, user fees and service connection permit fees as established by the City;
 - H. Collect assessment liens and facilitate bancrofting and the formation of local improvement districts; and
 - I. Bill and collect monthly user charges and other authorized charges and fees, including the collection of delinquent accounts.
4. **RETENTION OF MONIES.** All fees, charges and other funds collected for costs incurred by the City for sewer services pursuant to this agreement shall be held under the authority of the City as the managing entity for the two sewer districts.
5. **COMPENSATION FOR TRANSITIONAL SERVICES.** The parties agree to compensate the County for certain transitional services by the Josephine County Public Works Department to the RSSSD as specifically called for in this paragraph, during the three year period following the date this agreement is executed. During the first year of transition the County shall provide engineering and budgetary services to the City at the same level as the year immediately preceding the transfer. In exchange for these services the City shall pay the County the sum of \$72,000. In the second and third years of transition the County agrees to provide engineering and budgetary services as requested by the City, but such services shall be capped by the amounts of \$36,000 for the second year and \$18,000 for the third year. Services shall be billed and paid at the actual costs incurred at the hourly rates existing between the Public Works Department and the District as of January 1, 1998 until the cap is reached. The parties may thereafter extend or modify the terms of transitional services and fees by mutual agreement.
6. **SERVICE OUTSIDE THE UGBA.** The City agrees to provide sanitary sewer service to any property within the RSSSD boundary that is outside the Grants Pass Urban Growth Boundary if and only if all of the following conditions are met:

- A. The property or the parent parcel from which the property was partitioned or subdivided has been included within the RSSSD from the date of its formation and has a District sewer main on or abutting the subject or parent parcel; and
- B. A property assessment for public sewer construction is on file with the RSSSD for a public sewer line on or abutting the subject parcel or the parent parcel from which the property was partitioned or subdivided.

In such cases the County shall be the lead agency for the review and approval of development applications for the property, and County development and building standards and procedures shall exclusively govern. The City's sewer service agreement shall not be conditioned upon the landowner's performance of any on or off-site improvements, but may require the execution of an annexation agreement. All fees and charges for servicing such a property shall be determined using the same method or formula used for computing fees and charges for properties located within the applicable District boundary that are inside the Urban Growth Boundary. Actual fees and charges may be higher for service outside the Urban Growth Boundary as long the fees and charges are computed using the same method or formula applied within the Boundary.

- 7. **HOLD HARMLESS.** As of the effective date of this agreement, each District shall indemnify and hold harmless the City and County for any act or omission of the City or County on behalf of the respective District which results or may reasonably result in liability to the City or County, in so far as such act or omission does not constitute official misconduct, malfeasance or is contrary to law.
- 8. **INSURANCE.** As of the effective date of this agreement, the RSSSD shall no longer be insured under the policies or provisions of the Josephine County Self-Insurance Program for liability or workers compensation or any purchased insurance policies purchased by Josephine County.
- 9. **WORKERS COMPENSATION.** The County shall be responsible for workers compensation coverage and all costs related thereto of the RSSSD for occurrences before the effective date of this agreement. The city shall be responsible for workers compensation coverage and all costs related thereto for occurrences on or after the effective date of this agreement.
- 10. **COSTS OF PENDING CLAIMS.** Prior to the effective date of this agreement, the RSSSD shall reimburse the County for its administrative costs, contract legal fees and expenses and any settlement awards incurred in the resolution of any existing RSSSD claims not related to workers compensation. On or after the effective date of this agreement, the RSSSD shall reimburse the County for contract legal fees and expenses and settlement awards incurred in the resolution of any claims that carryover, and the County agrees to administer all

remaining claims to final resolution and to bear the administrative costs connected therewith.

11. **DISSOLUTION.** Proceedings to dissolve either District shall not commence without the mutual agreement of the parties to this agreement except as provided for annexation or incorporation as set forth in ORS Chapter 451 or as hereafter amended by the legislature.
12. **TERMINATION.** Notwithstanding the provisions for termination contained in Section XV below, the Sewer Services section of this agreement, to include any other provisions of this agreement necessary to the function of the Sewer Services section, shall not be terminated without the written consent of the City if debt is outstanding on improvements specifically benefitting the District.

XIII. FINANCING AUTHORITY

The County grants, and the City accepts, the authority to raise and collect monies that are necessary or convenient to provide, construct, improve and maintain UA public facilities and services, subject to the requirements and procedures of Oregon law. This authority shall include, but is not limited to, the formation of local improvement districts and similar service districts and special assessments, and to exercise any and all powers now or hereafter granted to the County through waivers of remonstrance to lands within the UA, and to secure financing and establish liens or other devices, deferred payment programs and formats, and otherwise take all actions necessary to assure the timely, orderly and efficient arrangement of public facilities and services within the UA. This authority shall also include the right to require the signing of service and annexation agreements, to include compliance with City development, building, and planning standards, prior to the provision of City owned or managed services to specific properties.

XIV. MAINTENANCE AND AMENDMENT

This agreement may be amended any time with the consent of the parties, provided 30 day written notice of the intention to amend is given to the Department of Land Conservation. Modifications in this agreement shall be deemed consistent with the applicable Comprehensive Plan and its various elements.

XV. REVIEW AND TERMINATION

1. **REVIEW.** The parties agree to review this agreement two years after the date of execution, and thereafter at the request of any party.
2. **TERMINATION.** Except as noted in Section XII(11) regarding Sewer Services, this agreement may be terminated by the County or City at any time after one year from the date of execution by the tender of written notice of the intent to terminate. In the event a termination notice is tendered, the following procedures shall apply:

- A. A public hearing by the governing body tendering the notice shall be scheduled. The governing body shall thereupon furnish the other governing body and the Department of Land Conservation and Development with formal notice at least 90 days prior to the date of the hearing;
- B. The County and City shall seek resolution of any differences during the 90 day notice period pursuant to Section XVI below. The 90 day period may be extended at the election of the noticing body;
- C. Termination of the agreement shall not occur until at least 90 days after formal action is taken by the governing body to terminate the agreement;

XVI. DISPUTE RESOLUTION

In the event a dispute occurs regarding the operation or interpretation of this agreement, or the need for amendment, and the parties come to an impasse regarding the dispute, the governing body of either the County or City may refer the dispute to a resolution committee. The resolution committee shall be comprised of two County Commissioners, two City representatives chosen by the City Council and the Chair of the Urban Area Planning Commission. The committee shall immediately proceed with non-binding mediation. The Resolution Committee may elect to proceed with binding arbitration by unanimous agreement.

XVII. OTHER DOCUMENTS

The County shall amend all ordinances and other official actions of the County to the extent they conflict with the terms of this agreement. In addition, the County shall deliver to the City all of its existing UA land use files, and all records, data, and information pertaining to the creation, approval, or continuing rights of any community water system currently authorized by the County in the UA, as the City requests such documents. The City shall honor all outstanding development plan agreements existing between the County and UA property owners, or their successors to the extent required by law.

XVIII. RESCISSION OF OTHER AGREEMENTS

This agreement rescinds or replaces all previous intergovernmental agreements between the County and City dealing with any subject matter covered or affected by this agreement. This agreement also rescinds or replaces all previous agreements between the County and the RSSSD and the County and the HFSD.

XIX. SEVERABILITY

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby,

and each term or provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

XX. EFFECTIVE DATE

This agreement shall become effective upon the date the last party executes the agreement as shown below. Until such time as the rights and obligations specified in this agreement become legally operable according to the terms and conditions contained herein, the policies, rules and ordinances in existence on the effective day of this agreement shall remain applicable.

JOSEPHINE COUNTY

Jim Brock Date 8/5/98
Jim Brock, Chair

Harold L. Haugen Date 8/5/98
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98
Fred Borngasser, Commissioner

CITY OF GRANTS PASS

Gordon Anderson Date August 4, 1998
Gordon Anderson, Mayor

William A. Peterson, Jr. Date 4 Aug 98
William A. Peterson, Jr., City Manager

Joanne Stumpf Date 8/4/98
ATTEST: Joanne Stumpf, Administrative Services Director

HARBECK-FRUITDALE SEWER DISTRICT

Jim Brock Date 8/5/98
Jim Brock, Chair

Harold L. Haugen Date 8/5/98
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98
Fred Borngasser, Commissioner

REDWOOD SANITARY SEWER SERVICE DISTRICT

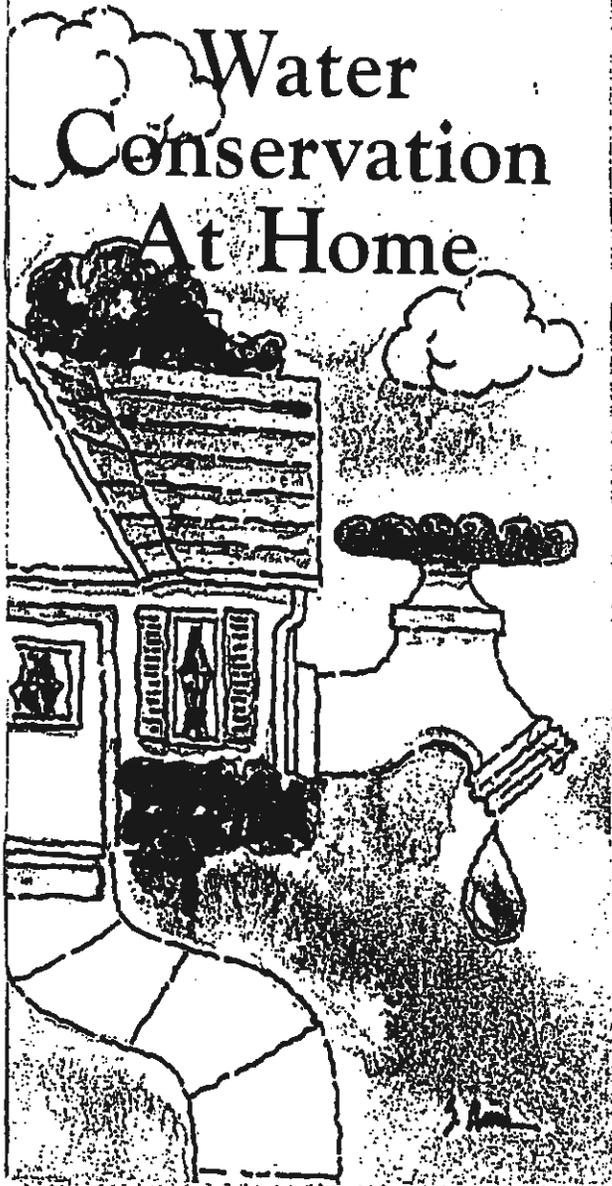
Jim Brock Date 8/5/98
Jim Brock, Chair

Harold L. Haugen Date 8/5/98
Harold L. Haugen, Vice-Chair

Fred Borngasser Date 8/5/98
Fred Borngasser, Commissioner

APPENDIX D
CONSERVATION PAMPHLET

Water Conservation At Home





Think about water. It's yours for the asking, 24 hours a day. All you have to do is turn a faucet. But now think again.

The water you use doesn't come magically from nowhere. It's a carefully manufactured product — clean, safe and piped directly into your home — a valuable resource that shouldn't be wasted.

Water will recycle itself eventually come what may. But high-quality water that we need and expect in our homes is not an infinite resource. Besides, you're paying for every drop whether it's used or wasted. So conservation can be a solid favor to your pocketbook, too.

Water conservation is a good way of life. Let's practice it together.

SAVING IN THE HOME

Household water conservation not only saves water, it saves energy, too; energy needed to heat water, and to run appliances.

The bathroom is where you can make the most substantial reduction in your personal water use. Two thirds of the water used in an average home is used in the bathroom, mostly for flushing toilets and for showers and baths. A lot of that water may be going to the sewer needlessly, adding to the volume of sewage and putting an extra burden on treatment plants.

TOILETS

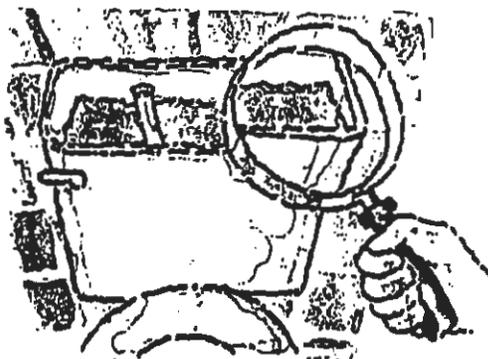
Every time a toilet is flushed, about seven gallons of water goes into the sewer. There are two ways to cut down here — first, don't use the toilet for things it was not meant for; and second, reduce the water per flush.

Toilets should not be used as trash cans to flush away tissues, gum wrappers, cigarette butts, spiders, diapers, or anything else that ought to go in a wastebasket or garbage can. All of us do it at one time or another, but use of the toilet as a wastebasket is just a phenomenal waste of water. Imagine pouring three two-gallon buckets of water on a bitty spider or piece of tissue. Ridiculous!

Most toilets use more water than is really necessary and work just as well with less. So you can put a brick in the tank to displace some of the water — right? Wrong! The extra weight might crack your tank. Besides, the bricks may begin to disintegrate after a while, causing serious and expensive problems in the plumbing.

Use a plastic soap or laundry bottle instead. It's safe, easy, and inexpensive. Fill a few bottles with water to weight them and put them in the tank.

CAUTION: Don't put the bottles where they'll jam the flushing mechanism. And be sure you don't displace so much water that you have to double-flush to get the thing to work. Double flushing wastes more than you save.

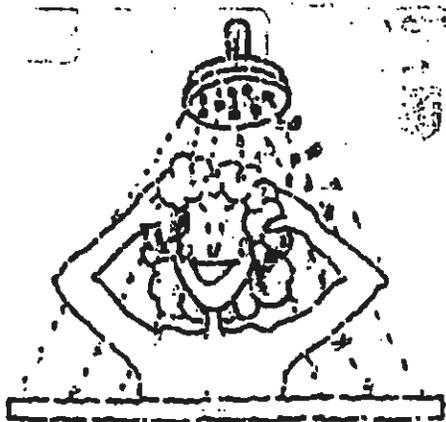


Toilets are notorious for their hidden leaks. They can waste hundreds of gallons a day undetected. Leaks occur when the toilet is out of adjustment or when parts are worn, so it's important to check it periodically. It's not hard or complicated.

Most toilet leaks are at the overflow pipe or at the plunger ball. If it's at the overflow, the water level is usually too high, although the overflow pipe sometimes may leak below the waterline. Gently bend the arm until the valve shuts off the water about a half inch below the top of the overflow pipe. Sometimes the valve is worn and will run like a leaky faucet and must be replaced. If you're an experienced "do-it-yourselfer" you can do the job. Otherwise, call a plumber.

Plunger-ball leaks aren't as easy to spot. The best way to check is by dropping a little food coloring into a tankful of clear water and waiting to see if the color shows up in the bowl. If it does, you probably have a leak at the plunger ball, either because the ball needs replacing or because the mechanism is out of alignment. This is a relatively simple repair for a "do-it-yourselfer."

SHOWERS



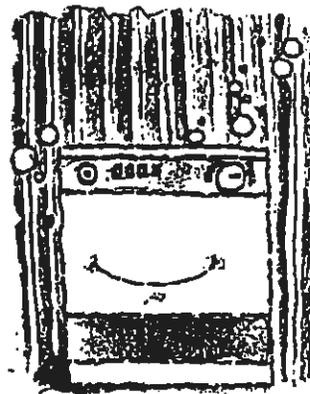
People used to think showers were less wasteful than tub baths, period. That failed to take into consideration the fact that many of us spend 10 to 20 minutes or more in the shower. Since most showers pour out between 5 and 10 gallons per minute, that can add up in a hurry.

There's no hard-and-fast rule. It's more a matter of self-control. A partially filled tub uses far less water than a long shower, while a short shower uses less than a full tub. Time yourself next time you step under the spray. The odds are you really don't need to stand there that long, nor do you need the shower running at full, hot blast.

SHAVING, TOOTHBRUSHING

Don't leave the water running. Run as much as you need, then turn off the tap until you need some more. Water running unused goes straight down the drain. It adds up to a whale-of-a-lot of wasted water.

KITCHEN



Automatic dishwashers claim the most water in kitchens, about 12 gallons per run. The secret here is to make sure the washer is fully loaded before you turn it on, because it's going to take that 12 gallons whether there's a dinner full of dishes or just a couple of cups.

Don't bother rinsing the dishes in the sink before you put them in the dishwasher. Scrape them clean and let the machine do the rest.

Are you the dishwasher in your household? Remember not to wash them with the water running. A sinkful of wash water and one of rinse water will do the job just as well.

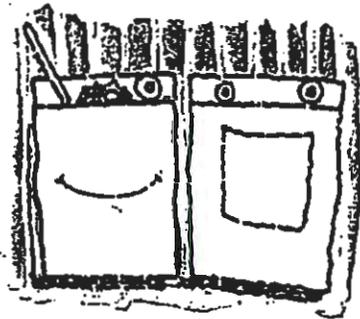
Don't let the faucet run when you scrub vegetables or prepare other foods, either. Put a stopper in the sink instead.

And for a cold drink of water, don't stand there letting it run endlessly. Store a jug of ice water in the refrigerator.

LAUNDRY

Many washing machines use 40 or more gallons of water a load whether you have them stuffed full or with only a couple of socks. Save up for a full load and make your water work efficiently. Or remember to set your machine for a lesser load if it can be adjusted. As with the dishwasher, you save energy and electricity, as well as water.

For hand laundering put a stopper in the washtub for both wash and rinse. Don't let the faucet run.



LEAKS

A little leak loses lots! Just a slow drip can add up to 15 or 20 gallons a day, while a 1/16-inch faucet leak wastes 100 gallons in 24 hours!

Most leaks, aside from toilets, are in faucets and are most commonly caused by worn washers. Check all the faucets in the house once or twice a year. If any of them drip after you've turned them off firmly, turn off the supply line, take the faucet apart and replace the washer. Usually it's not hard, although some faucet designs do present a challenge. Any good household do-it-yourself book offers easy-to-understand advice if you need it.

It's important to get the size right. The washer has to fit inside a sort of cup on the valve stem and spread out to the edges when it's screwed down. If the drip is still there when you're done, you may have something else wrong. Get in touch with a plumber.

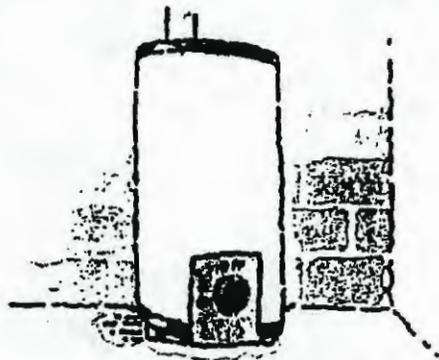
If the leak is in one of those faucets with a single lever or "joystick" to control both hot and cold, the disassembly and repair is still relatively simple, but entirely different from the valve stem-and-washer type. A good hardware or plumbing supply store will have necessary replacement parts and can probably direct you to a good instruction source, too, if you need it.

WATER-SAVING DEVICES

Many different kinds of water-saving devices and fixtures are on the market, ranging from special reduced-flow shower heads to water-thrifty shallow-trap toilets. A variety of shower head adapters also is available to cut down in existing fixtures, although a little self-control in not turning faucets on full blast does just about as well at no cost at all. See a good plumbing supply or hardware store for advice, particularly when it's time to replace an old fixture in the house. Try to get one that doesn't use as much water.



SHUTOFF VALVES AND EMERGENCIES



Water heaters have been known to blow out and pipes have been known to burst. Occasionally, a faucet decides to become a fountain. When this sort of thing happens, you'll want to know how to turn everything off. Either that or lay in a supply of wading boots.

Most sinks, wash basins, and toilets in the house have shutoff valves below them that cut off water to that particular fixture. The hot-water heater also has a shutoff valve to cut off hot water to the whole house. Unfortunately, most of us don't have shutoffs for bathtubs and showers, because the plumbing is usually behind the wall. Check your house now and identify all of those shutoff valves; see if they work.

Most importantly, check for the main shutoff valve that turns off the whole house. It's usually located where the water pipe comes into the house. Check to see if you have one that works. If you don't, or it doesn't, ask a plumber to stop by and correct the situation.

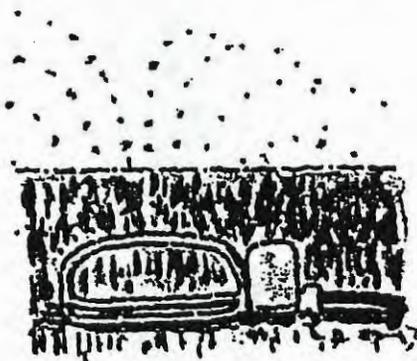
THE GREAT OUTDOORS

States that enjoy warm weather during most of the year often find half, or more, of the water piped into homes goes right back out through hoses onto lawns and gardens. Northern states find the same in summer months.

It's a fact of life that when more water is used outside, more is wasted there. But you don't have to let your lawn turn brown or the car turn dusty to conserve water. Use common sense instead.

The basic principle of lawn and garden watering is not to give them more than they need. Don't follow a fixed schedule. Water when the grass or plants show signs of needing it. During a cool or cloudy spell, you don't need to water as often.

Heat and wind will rob your lawn of water before they can use it. Avoid watering on windy days and you'll avoid having most of the water go where you don't want it. Water in the cool of the day, both to avoid excess evaporation and the chance of harming the lawn. Weeds are water thieves, too, so keep the garden free of them.



Let water sink in slowly. Lots of water applied fast mostly runs off into gutters. Also, if you let water sink deep, the lawn will develop deeper roots and won't need watering as often, as well as being more resistant to disease and wear.

A kitchen timer is a handy reminder for turning off sprinklers. And make sure when the sprinklers are on that they cover just the lawn or garden, not sidewalks, driveways and gutters.

OTHER OUTDOOR USE

Your garden hose can pour out 600 gallons or more in only a few hours. Remember that when you leave the sprinkler running all day or leave the hose unattended. Thousands of gallons can be lost in a very short time.

When washing the car, use a bucket for soapy water and use the hose only for rinsing. Running water in the driveway won't get the car any cleaner.

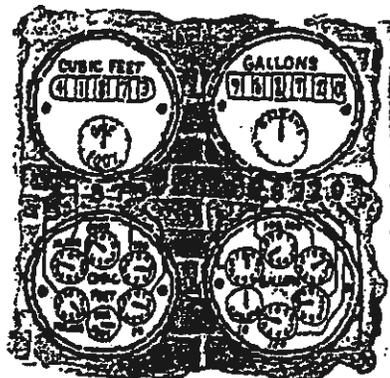
Another water waster is using the hose to sweep away leaves. Use a rake and broom to clean up sidewalks, driveways and gutters.



MEET YOUR METER

Your water meter is the best detective in the home. It can tell whether you have sizable leaks, as well as how much water various appliances are using. All you have to do is learn its language.

Most meters record gallons just as your car's odometer records mileage. However, some show cubic feet of water used. For these, you can multiply the figure shown by 7.5, the approximate number of gallons in one cubic foot.



The cubic-foot meter on this page shows 41,873 cubic feet of water delivered to the home — or about 314,047 gallons (multiplying 41,873 by 7.5). The gallon meter shows 968,720 gallons delivered.

Note that these meters are never reset. To find how much water you've used in any given period, just subtract the number of gallons used on your last bill from the current meter reading.

Some meters come in a circular-reading style. No problem. Read each dial, in turn, to find the total. If the pointer is between two figures, read the lower number.

Now, go do some checking:

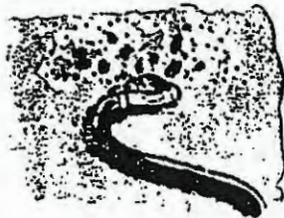
1. If it's summer, turn on the sprinkler and watch the meter dial move for precisely one minute. Multiply the number of gallons times 60 for the quantity used per hour. Then estimate how long you usually leave the sprinkler running. You may be shocked at the hundreds of gallons going onto the lawn and garden every week.

2. Wait for a member of the family to step into the shower and follow the same timing routine. Check the volume consumed in one minute and multiply by the number of minutes a normal shower in your family takes.

3. Watch the meter dial through a full fill cycle on the automatic washer. And remember that each wash gets more than twice as much water for both wash and rinse cycles.

4. For leak detection, turn everything off carefully, so no water is being used anywhere in the house. Then check the position of the meter dial for about 15 minutes. If it hasn't moved, congratulations! You have a relatively water-tight home. But if it has, start checking hose connections, faucets and toilets (with food coloring, remember!).

Sometimes a meter located outside of the house, at curbside, will indicate a leak when everything inside seems tight. The leak may be hidden underground in the pipes. Call a plumber for advice.



A GOOD WAY OF LIFE

Water conservation is a good way of life. Remember where water comes from and where it goes. A toilet flush uses up to seven gallons, water taps run at about five gallons a minute while waiting for hot or cold, showers use five to ten gallons a minute, and leaks can soak up hundreds or even thousands of gallons a day.

It isn't hard to conserve water, it doesn't change our lives drastically. It's mostly a matter of using good common sense. Think about water—and when you do—think about conserving it.





Catalog No. 70008

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APPENDIX E
CURTAILMENT ORDINANCE

ORDINANCE NO. 5079

AN ORDINANCE ADOPTING A WATER CURTAILMENT PLAN FOR COORDINATING CITIZEN RESPONSE TO VARIOUS LEVELS OF WATER SHORTAGE.

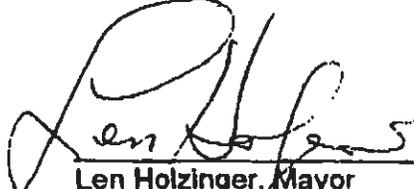
WHEREAS:

1. The State of Oregon Water Resources Department may require that municipal water suppliers submit a water management and conservation plan as a condition of their water use permit; and
2. The water management and conservation plan shall include a water curtailment strategy; and
3. The water curtailment strategy shall define at least three stages of alert, define predetermined levels of shortage that will trigger each stage of alert, and list specific standby water use curtailment actions for each stage of alert; and
4. The existing City of Grants Pass Municipal Code 8.04.070 contains only general provisions for emergency water conservation procedures instead of specific elements as required by the Oregon Water Resources Department.

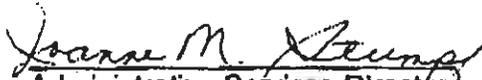
NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS, that the language as set forth in Exhibit "1", which is attached to and incorporated herein, replaces Chapter 8.04.070 of the Grants Pass Municipal Code.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 3rd day of October, 2001.

SUBMITTED to and Approved by the Mayor of the City of Grants Pass, Oregon, this 8 day of October, 2001.


Len Holzinger, Mayor

ATTEST:


Administrative Services Director

Date submitted to Mayor: 10/08/01

EXHIBIT "1"

CHAPTER 8.04

GENERAL PROVISIONS

8.04.070 Water Curtailment Procedures.

A water shortage alert may be declared and water curtailment measures implemented as follows:

1. The City Manager of the City of Grants Pass is authorized to declare a water shortage alert according to one of three alert levels upon determination that a water shortage condition exists. The alert levels are described below along with a definition of the specific conditions that trigger each level of alert.
 - A. Level One Alert – Potential Water Supply Shortage. A serious drought condition is occurring or is likely to occur in the region or Rogue River flow rates are measured or projected to be below a 1-in-10 year low flow level, or the County or State has declared a drought condition.
 - B. Level Two Alert – Water Supply Shortage. The City's ability to deliver water is not adequate to meet demand due to supply, treatment, storage, or pumping restrictions, or extended treatment plant operation is required, and storage cannot be maintained.
 - C. Level Three Alert – Critical Water Supply Shortage. The water supply is interrupted.
2. Upon declaration of a water shortage alert, water curtailment measures shall be put into effect immediately subject to subsequent ratification or rejection of the measures by the City Council within 28 days of the declaration. The following sections identify water curtailment measures for the three alert levels.
 - A. Level One Alert – Potential Water Supply Shortage. The City Manager has the authority to activate some or all of the following voluntary curtailment measures listed below until the reasons for a Level One Alert have passed:
 - 1) Restrict watering based on odd/even address numbers for residential and business customers, and governmental agencies. No watering will be allowed on Wednesdays. The schedule will apply to all lawn watering and all nonessential water uses with exceptions as specified by the Manager. Watering hours will be restricted to before 6 a.m. and after 9 p.m.
 - 2) Distribute brochures regarding conservation measures.
 - 3) Implement a media outreach program.

- 4) Notify major water users asking for reductions in use or moving nonessential use to off-peak hours.
- 5) Cease operation of non-recirculating fountains.
- 6) Restrict hydrant and water line flushing.

B. Level Two Alert – Water Supply Shortage. The City Manager has the authority to mandate any or all of the following measures until the reasons for the Level Two Alert have passed:

- 1) Any Level One Alert measures.
- 2) No watering or lawn irrigation will occur unless the following specific uses are approved by the City Manager:
 - a) New lawn, grass, or turf that has been seeded or sodded after March 1 of the current calendar year.
 - b) Athletic fields frequently used for organized play.
 - c) Golf course tees and greens.
 - d) Park and recreation areas of particular value to the community.
- 3) City water will not be used to clean, fill, or maintain levels in decorative fountains.
- 4) City water will not be used to clean sidewalks, walkways, streets, driveways, parking lots, or other hard surfaces except where necessary for public health and safety.
- 5) City water will not be used to wash vehicles including automobiles, trucks, trailers, trailer houses, motorcycles, boats, or other type of mobile equipment.
- 6) Limitations may be placed on non-essential industrial and commercial water consumption.
- 7) Hydrant and water main flushing will be done in emergencies only.

C. Level Three Alert – Critical Water Supply Shortage. The City Manager has the authority to mandate any or all of the following measures until the reasons for the Level Three Alert have passed.

- 1) Any Level One Alert measures.
- 2) Any Level Two Alert measures.
- 3) No City water will be used for watering of landscaping or irrigating of lawns, grass, turf, athletic fields, golf course tees and greens, or parks and recreation areas.

- 4) No City water will be used to fill or maintain levels in scenic or recreational ponds and lakes, or other structures making similar use of water.
 - 5) No City water will be used to fill, refill, or add to any swimming pools.
 - 6) No City water will be used to wash the outside of buildings.
 - 7) No City water will be used on construction projects.
 - 8) No City water will be served to restaurant customers unless requested.
 - 9) Limitations will be placed on industrial and commercial users.
3. Citations may be issued to violators of any mandatory measure during a Level Two or Three Alert. In the event a second citation is issued to a single violator during the same alert period, the City Manager is authorized to:
- A. Install a flow restrictor on the street side of the water meter; or
 - B. Terminate water service.
4. Pending adoption by the City Council, any water user dissatisfied with the administrative implementation or interpretation of these water curtailment measures may appeal the same to the City Manager, and should said user be dissatisfied with the decision rendered by the City Manager in such matter, then the user may appeal the same to the City Council to be heard at the next regular City Council meeting to be held after the decision of the City Manager is rendered. Any implementation or interpretation of these water curtailment measures shall remain in full force and effect until overturned or modified by the City Manager or City Council.
5. Upon consideration of a Level One, Two or Three Alert by the City Manager, the City Council by resolution may adopt, modify, or add any measures necessary to appropriately curtail water use.

