



Medford City Council Meeting

Agenda

December 7, 2017

6:00 P.M.

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

10. **Roll Call**

20. **Recognitions, Community Group Reports**

30. **Oral Requests and Communications from the Audience**

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

40. **Public Hearings**

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

40.1 COUNCIL BILL 2017-97 – Continued - An ordinance vacating a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive. (SV-17-039) Land Use, Quasi-Judicial

40.2 COUNCIL BILL 2017-138 A resolution adopting a second Supplemental Budget for the 2017-19 biennium.

50. **Approval or Correction of the Minutes of the November 16, 2017 Regular Meeting**

60. **Consent Calendar**

60.1 COUNCIL BILL 2017-139 An ordinance granting to LightSpeed Networks, Inc. (dba "LS Networks") the non-exclusive franchise to use the public way to construct and maintain communication facilities within the City of Medford.

60.2 COUNCIL BILL 2017-140 An ordinance granting to City of Ashland, Information Technology Department, Ashland Fiber Network Division, the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

70. **Items Removed from Consent Calendar**

80. **Ordinances and Resolutions**

80.1 COUNCIL BILL 2017-141 An ordinance authorizing execution of an Intergovernmental Agreement with Jackson County and the City of Central Point for the construction and maintenance of Table Rock Road from Lone Pine Creek Road to Biddle Road.

80.2 COUNCIL BILL 2017-142 An ordinance authorizing execution of an agreement with the Chamber of Medford/Jackson County to provide promotional services for recreational, cultural, convention, and tourism-related activities and programs.

Meeting locations are generally accessible to persons with disabilities. To request interpreters for hearing impaired or other accommodations for persons with disabilities, please contact the ADA Coordinator at (541) 774-2074 or ada@cityofmedford.org at least three business days prior to the meeting to ensure availability. For TTY, dial 711 or (800) 735-1232.

- 80.3 COUNCIL BILL 2017-143 An ordinance amending section 5.256 of the Medford Municipal Code pertaining to the downtown district exclusion zone.

90. Council Business

- 90.1 Proclamations issued: None
- 90.2 Boards and Commissions Appointments
- 90.3 Committee Reports and Communications

100. City Manager and Staff Reports

- 100.1 Urban Growth Boundary Application
- 100.2 Bond Purchase
- 100.3 Further reports from City Manager

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

DEPARTMENT: Planning Department
PHONE: (541) 774-2380
STAFF CONTACT: Matt Brinkley, AICP, CFM, Planning Director

AGENDA SECTION: Public Hearings
MEETING DATE: December 7, 2017

COUNCIL BILL 2017-97

An ordinance vacating a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive.

SUMMARY AND BACKGROUND

The applicant (C.A.Galpin) submitted an application to vacate a portion of right-of-way located on Belknap Road just west of Center Drive and southeast of Garfield Street. The Planning Commission held a hearing on this matter on July 13, 2017. A letter was submitted by an adjacent property owner's attorney the day of the Commission hearing stating their objection to the vacation and potential financial damages. The letter indicated the adjacent owner had a majority of the frontage to be vacated. The statute (Oregon Revised Statute 271.080) provides the language to calculate the extent of the real property affected by the vacation. Staff was unable to indicate at the hearing, with certainty, if the property owner who filed the objection did have a majority of the frontage based on the statute. Staff requested a continuance of the matter to the following Planning Commission meeting.

Upon review of the statute and the City's noticing requirements, staff also identified a noticing error. The extent of the noticing boundary did not extend far enough to inform other property owners of the application. Because of this noticing error, Planning staff requested a second continuance from the Planning Commission until August 24, 2017, in order to re-notify adjacent property owners and research the items raised with the objections.

As a result of the objections received, the applicant submitted a revised proposal to vacate a smaller area of Belknap Road. The original proposal consisted of 0.96 acres while the revised proposal is 0.38 acres. The objector's attorney submitted a letter supporting the revised proposal and eliminating the prior objections and claims of damages.

At the Planning Commission meeting on August 24, 2017, the Commission forwarded a favorable recommendation to the City Council for the proposed street vacation. (SV-17-039)

PREVIOUS COUNCIL ACTIONS

On June 1, 2017 – Resolution No. 2017-048 – Council approved a resolution initiating the vacation application and establishing a hearing date of August 17, 2017, for consideration of the matter. Staff asked for a continuance from the August 17, 2017 meeting date to September 21, 2017, in order to correct a procedural error in the noticing and finalize the Planning Commission proceedings. The applicant asked for a continuance from the September 21, 2017 meeting date to October 19, 2017 in order to work out details related to utility easements. The continuance was granted by vote of the City Council. Another continuance was requested from the applicant from the October 19, 2017 meeting to the December 7, 2017 meeting in order for the applicant to continue working out details related to utility easements. This continuance was also granted by vote of the City Council.

ANALYSIS

In order for a city to vacate right-of-way it must be determined that local and state requirements are met. The proposal must comply with the City of Medford's Comprehensive Plan, including the Transportation System Plan. In regards to this proposal, this portion of Belknap Road is an unimproved local access road that is not needed as part of any current or future transportation purposes by the City. The other components necessary for approval relate to Oregon Revised Statute 271.130. If it is determined that the



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

owners of the majority of an affected area object in writing or if the vacation will substantially affect the market value of an affected property, a street vacation cannot be approved unless the City pays for damages. In this case, the applicant revised the proposal by reducing the area to be vacated. By doing so, the only objector submitted a letter in support of the vacation. Staff has determined both City and State requirements are met.

The Planning Commission held three hearings on the matter between July and August of 2017. At their meeting on August 24, 2017, the Commission forwarded a favorable recommendation to the City Council for approval of the proposed street vacation.

Since the Planning Commission hearings, the applicant has been working to remove the condition from the Public Works Department related to the requirement for a public utility easement over the entire vacated area. Once the applicant gets the approval from all of the utilities, this condition can be removed. It is anticipated that this will be done prior to the City Council hearing.

Another item to note, the Jackson County Assessor's office has made a determination as to where the vacated right-of-way would go back to if the Council approves the vacation. The vacated land would go back to Tax Lot 4801, the property adjacent to the north owned by the applicant.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented
- Modify the ordinance as presented
- Decline to approve the ordinance as presented and direct staff regarding further action

STAFF RECOMMENDATION

Staff recommends approval of the street vacation.

SUGGESTED MOTION

I move to adopt the ordinance authorizing the vacation of a portion of Belknap Road as recommended by the Planning Commission.

EXHIBITS

Ordinance

City Council Report, including Exhibits A-W

ORDINANCE NO. 2017-97

AN ORDINANCE vacating a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive.

WHEREAS, the City Council of the City of Medford, Oregon, by Resolution No. 2017-48 initiated proceedings for the vacation; and

WHEREAS, the City Council fixed 7:00 p.m. on August 17, 2017, in the Medford City Council Chambers, 411 W. 8th St., Medford, Oregon, as the time and place for hearing any objections to the proposed vacation of said area; and

WHEREAS, the City Recorder has given notice of the time and place for said hearing as required by law; and

WHEREAS, the date for hearing any objections to the proposed vacation of said area was continued, to 6:00 p.m. on September 21, 2017, in the Medford City Council Chambers, 411 W. 8th St., Medford, Oregon, as the time and place for hearing any objections to the proposed vacation of said area; and

WHEREAS, the date for hearing any objections to the proposed vacation of said area was continued to 6:00 p.m. on October 19, 2017, in the Medford City Council Chambers, 411 W. 8th St., Medford, Oregon, as the time and place for hearing any objections to the proposed vacation of said area; and

WHEREAS, the date for hearing any objections to the proposed vacation of said area was continued to 6:00 p.m. on December 7, 2017, in the Medford City Council Chambers, 411 W. 8th St., Medford, Oregon, as the time and place for hearing any objections to the proposed vacation of said area; and

WHEREAS, at the time and place set for hearing the City Council heard all objections to the proposed vacation; and

WHEREAS, on the basis of the facts and conclusions stated in the City Council Report dated November 30, 2017, on file in the Planning Department, the City Council has deemed it to be in the public interest that said area be vacated; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive, described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, is hereby vacated and the ownership of the said area hereby vacated shall become vested as provided by law; and an easement retained for any existing public utilities.

Section 2. The Council finds and determines that written objections were not received from the owners of a majority of the area affected by the vacation.

Section 3. The Council finds and determines that the vacation of said area in the City of Medford is in the public interest and does not damage or cause a deterioration of the market value of any real property of non-consenting owners (if any) abutting the same or any portion thereof and that no damage on account thereof shall be allowed.

Section 4. The City Recorder is hereby directed to cause a certified copy of this ordinance, together with any map, plat or other record showing the area, to be filed with the County Surveyor of Jackson County, Oregon.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

State of Oregon)
County of Jackson)

On this _____ day of _____, 2017, Gary H. Wheeler, as Mayor for the City of Medford, personally appeared before me and is known to me to be the person whose name is signed to this document, and acknowledges that he signed the document.

Notary Public for Oregon
My Commission expires:

TELEPHONE
541-772-2782

JAMES E. HIBBS, PLS



L.J. FRIAR & ASSOCIATES P.C.

CONSULTING LAND SURVEYORS

P.O. BOX 1847
PHOENIX, OR 97535

FAX
541-772-8465

ljfriar@charter.net

RECEIVED

AUG 21 2017

PLANNING DEPT.

LEGAL DESCRIPTION
City of Medford File #SV-17-039

Commencing at the Northeast corner of Donation Land Claim No. 46, Township 37 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South 72°35'51" West (record South 72°54' West), 41.80 feet; thence South 50°57'13" West, 1358.02 feet (record South 51°16' West, 1360.2 feet) to the Southwest corner of Parcel 2 per Volume 365, Page 352, Jackson County Deed Records; thence along the West line thereof, North 15°26'46" West (record North 15°09' West), 541.83 feet to the Northeast corner of Belknap Road; thence along the Northerly line thereof, South 72°37'00" West, 310.08 feet; thence South 72°29'36" West, 92.53 feet to the Southwesterly line of Center Drive set forth in Document No. 2006-013916, Official Records of Jackson County, Oregon; thence continue along said Northerly line, South 72°37'22" West, 118.24 feet to the Westerly line of Parcel 1 per Volume 365, Page 352, said Deed Records and the true point of beginning; thence South 72°37'22" West, 305.95 feet to the Southeasterly right of way line of Garfield Street as monumented and shown on Survey No. 21255 in the Office of the Jackson County Surveyor; thence along said right of way line along the arc of a 761.81 foot radius curve to the left having a central angle of 11°56'25", a distance of 158.76 feet (the long chord of which bears North 46°52'42" East, 158.47 feet) to the South line of Lot 17 of SOUTH GATEWAY CENTER SUBDIVISION, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the South line thereof, North 72°34'49" East, 184.97 feet to the Southeast corner of said Lot 17; thence along the East line of said SOUTH GATEWAY CENTER SUBDIVISION, South 00°07'49" West, 72.32 feet to the true to the true point of beginning. Containing 16470 square feet or 0.38 acres, more or less.

Basis of Bearings: Survey No. 21982.

See also Exhibit Map.

PORTION OF BELKNAP ROAD
TO BE VACATED
371W32B
Galpin Gang, LLC
15-217
August 21, 2017

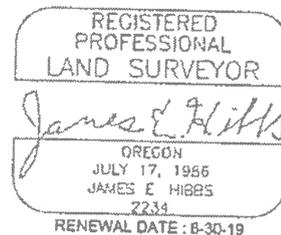


EXHIBIT A



City of Medford

Planning Department

Working with the community to shape a vibrant and exceptional city

CITY COUNCIL REPORT

for a Class-B decision: Street Vacation

Project Belknap Street Vacation
Applicant: Southside Center, LLC

File no. SV-17-039

To City Council for December 7, 2017 hearing

From Sarah Sousa, Planner IV

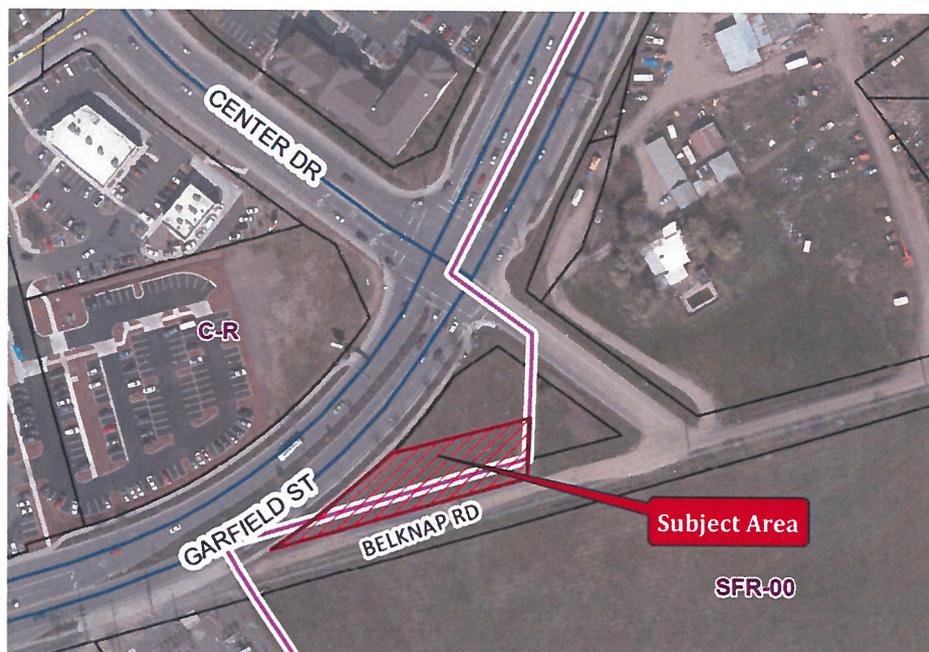
Reviewer Carla Angeli Paladino, Principal Planner

Date November 30, 2017

BACKGROUND

Proposal

Consideration of a request to vacate a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive



History

The segment of Garfield Street, east of South Pacific Highway, was known as Belknap Road until after the South Interchange project in 2009. The only portion remaining of Belknap Road is an unimproved segment off of Garfield Street, approximately 900 linear feet in length.

Authority

This proposal is a Class-B application for vacation of public right-of-way. The Planning Commission is authorized to recommend, and the City Council to approve vacations under Medford Municipal Code Sections 10.102–122, 10.165, and 10.185.

ISSUES AND ANALYSIS

Background

An application to vacate a portion of Belknap Road was submitted in March of 2017. The submittal included a letter requesting that City Council initiate the vacation process. The City Council initiated the vacation on June 1, 2017 by Resolution No. 2017-048.

Jurisdiction

The City Surveyor questioned the jurisdiction of this portion of Belknap Road during his review of the proposal since there is no record of a jurisdictional transfer from Jackson County to the City of Medford. However, local access roads do not generally go through the jurisdictional transfer process. It is the position of Jackson County Roads Department that per ORS 368.031, the County no longer has jurisdiction. Oregon Revised Statute 368.031 describes local access roads outside any city limits as under the jurisdiction of the governing county. The subject road is within the city limits, therefore, no longer under county jurisdiction, according to the interpretation by Jackson County Roads. **Exhibit M**

Ownership

The Jackson County Assessor's office determines how vacated land is distributed to abutting properties. The County Assessor's office provided information concluding that the area to be vacated will all go back to Tax Lot 4801, the property to the north owned by the applicant. **Exhibit V**

Planning Commission Hearing

On the day of the first Planning Commission hearing on July 13, 2017, a letter of objection was submitted by the attorney of property owners adjacent to the proposed vacation. The letter explains the Kolln property (Tax Lot 200 of the Jackson County

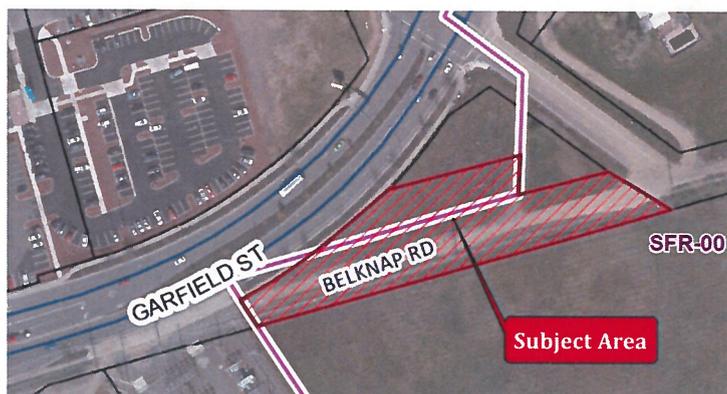
Assessor's map 371W32C) would be substantially damaged by the vacation of Belknap Road as it would reduce development opportunities. **Exhibit L**

The original staff report recommended approval of the street vacation. However, with the new objection, staff needed time to evaluate whether the proposal met the approval criteria in regards to Criterion #2 and ORS 271.130. The Planning Commission granted a continuance in order to give time for this analysis.

Affected Area and Market Value (original proposal)

ORS 271.130 describes the process in which right-of-way can be vacated when initiated by a city. A city cannot vacate right-of-way if the property owners of the majority of the affected area object in writing. Planning staff created a map to show the affected area as described in ORS 271.080. Based upon the affected area, the Kolln's property encompasses approximately 42.7 percent, which is less than the majority. However, it should be noted that the Kolln's property does have the most frontage on the right-of-way to be vacated as the property abuts all 900 feet of Belknap Road. **Exhibit N**

The letter of objection stated the Kolln property could be substantially damaged by the proposed vacation and described the value of the property loss. ORS 271.130 requires cities to pay for such damages if a street vacation substantially affects the market value of any affected property. Although it may be argued that the Kolln's property may actually benefit from the right-of-way vacation due to the possibility of gaining land and not having to pay to improve the road as part of any future development, the City does not want to pay for damages as part of vacating right-of-way. Therefore, it couldn't be determined that Criterion #3 was met with the original proposal.

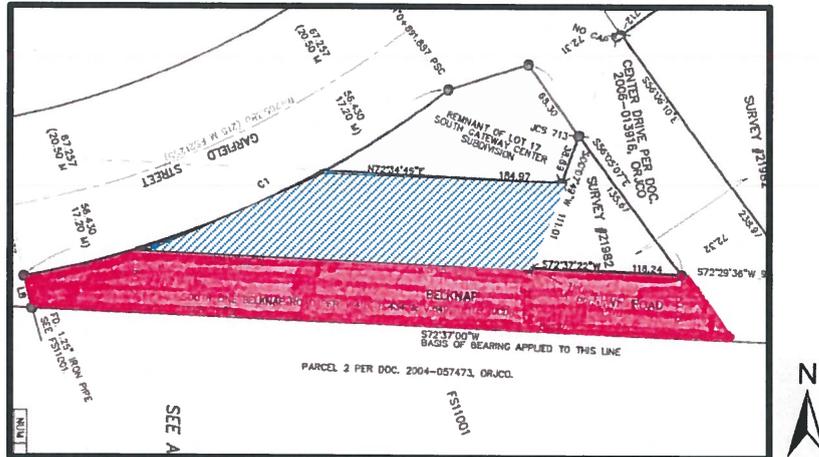


Original proposal

New Proposal

The applicant submitted a letter on July 20, 2017 and a new proposal as a result of the Kolln's objection. The proposal still allows for a 50-foot wide portion of Belknap Road to

remain along the Kolln's property and requests a vacation of the northernmost portion of right-of-way totaling approximately 0.38 acres. The exhibit map below shows the new proposed area to be vacated in the hatched section. **Exhibit P**



The Kolln's attorney submitted a new letter on August 14, 2017 supporting the revised proposal and eliminating the prior objections and claims of damages. **Exhibit Q**

Agency Comments

The following agencies did not have any concerns or issues with the proposal: Medford Fire Department, Medford Building Department, Medford Parks & Recreation Department, Medford Police Department, Avista Gas, Charter Communications, Centurylink, Rogue Disposal, Rogue Valley Transit District, Oregon Department of Transportation (ODOT), and Jackson County Roads.

Comments, including conditions of approval, were submitted by Medford Public Works Department, Medford Water Commission, and Pacific Power. Pacific Power and Public Works request utility easements over the existing right-of-way. As currently conditioned, utility easements would cover the entire vacated area. This means nothing could be built within the vacated area unless the applicant provides a document from each of the utilities stating the easement is not needed. **Exhibits E, G, & R**

Committee Comments

The Bicycle and Pedestrian Advisory Committee (BPAC) reviewed the vacation application on May 8, 2017. The Committee had no comments regarding the subject request.

PLANNING COMMISSION RECOMMENDATION

Based on the findings and conclusions that all of the approval criteria are met or are not applicable, the Planning Commission forwarded a favorable recommendation to the City

Council for approval of the street vacation per the City Council Report dated October 12, 2017, including Exhibits A through W including the following conditions of approval:

1. Comply with the Public Works Report, related to the reservation of a public utility easement over the vacated area (Exhibit E);
2. Comply with the Medford Water Commission Memo (Exhibit G);
3. Comply with the Pacific Power email and maps, related to the reservation of a power line easement (Exhibit R).

EXHIBITS

- A Staff's Findings of Fact
- B Legal description of area proposed for vacation
- C Map showing area proposed for vacation
- D Applicant's Findings of Fact received March 22, 2017
- E Medford Public Works Department Staff Report received June 7, 2017
- F Medford Fire Department Report received June 7, 2017
- G Medford Water Commission Memo and Facility Map received August 28, 2017
- H City Surveyor comments received May 5, 2017
- I Jackson County Road Department Letter received May 10, 2017
- J Aerial Photo received March 22, 2017
- K Jackson County Assessor's Map received March 22, 2017
- L Letter of objection from Stuart Foster received July 13, 2017
- M Email from Mike Kuntz at Jackson County Roads received June 12, 2017
- N Affected Area Map (original proposal)
- O Affected Area Map (revised proposal)
- P Letter from C A Galpin received July 20, 2017
- Q Letter of acceptance from Stuart Foster received August 14, 2017
- R Email and maps from Pacific Power received August 28, 2017
- S Letter from Avista Utilities received August 29, 2017
- T Planning Commission Minutes (Excerpt) from July 13, 2017
- U Planning Commission Minutes (Excerpt) from August 24, 2017
- V Email from the County Assessor's Office received September 26, 2017
- W Letter from Jack Galpin (utility signature by Charter Communications) received November 10, 2017
Vicinity map

CITY COUNCIL AGENDA: DECEMBER 7, 2017

Exhibit A

Findings of Fact (prepared by staff)

The criteria that apply to vacations are in Medford Municipal Code Section 10.202.

Vacation Criteria. A request to vacate shall be approved by the approving authority (City Council) when the following criteria have been met:

Criterion (1): Compliance with the Public Facilities Element of the Comprehensive Plan, including the Transportation System Plan.

Findings: Satisfied. A review of the goals and policies in the Comprehensive Plan that relate to public facilities, transportation and the Transportation System Plan (TSP) do not specifically address the topic of right-of-way vacation.

The subject right-of-way is classified as a local access road and is not shown on any of Medford's circulation plans. And since the South Medford Interchange has been completed, this segment of right-of-way is not required as part of any current or future plans for street improvement projects. It is currently a dirt road that is not actively used for transportation purposes.

Conclusion: Since the goals and policies of the comprehensive plan are silent on right-of-way vacations, using the comprehensive plan directly for approval is unnecessary in this instance. This right-of-way is not needed as part of any current or future street circulation plan. Therefore, the criterion has been satisfied.

Criterion (2): If initiated by petition under ORS 271.080, the findings required by ORS 271.120.

Findings: Not applicable. The application was not initiated by petition per the requirements in ORS 271.080(2); therefore the findings required by ORS 271.120 are not applicable.

Conclusion: This criterion is not applicable to the project.

Criterion (3): If initiated by the Council, the applicable criteria found in ORS 271.130.

Findings: Satisfied. The City Council initiated the vacation on June 1, 2017. Consents have been provided by two of the three adjoining property owners. The majority of the right-of-way adjoins the Kolln's property (Tax Lot 200 of Jackson County Assessor's Map 371W32C). With the revised proposal, the Kolln's attorney submitted a letter stating it is acceptable.

It is not anticipated that the vacation will substantially affect the market value of any abutting property. They will all continue to have access to a public road from Center Drive or the remaining portion of Belknap Road.

Conclusion: The only objection in writing has been replaced with a letter of acceptance by an abutting property owner's attorney. There have been no other objections submitted and a substantial effect in market value positively or negatively is not likely. The criterion is satisfied.

Exhibit B

Legal Description

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 **L.J. FRIAR & ASSOCIATES P.C.**
CONSULTING LAND SURVEYORS

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JAMES E. HIBBS, PLS

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PHOENIX, OR 97535

ljfriar@charter.net

LEGAL DESCRIPTION
City of Medford File #SV-17-039

Commencing at the Northeast corner of Donation Land Claim No. 46, Township 37 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South 72°35'51" West (record South 72°54' West), 41.80 feet; thence South 50°57'13" West, 1358.02 feet (record South 51°16' West, 1360.2 feet) to the Southwest corner of Parcel 2 per Volume 365, Page 352, Jackson County Deed Records; thence along the West line thereof, North 15°26'46" West (record North 15°09' West), 541.83 feet to the Northeast corner of Belknap Road; thence along the Northerly line thereof, South 72°37'00" West, 310.08 feet; thence South 72°29'36" West, 92.53 feet to the Southwesterly line of Center Drive set forth in Document No. 2006-013916, Official Records of Jackson County, Oregon; thence continue along said Northerly line, South 72°37'22" West, 118.24 feet to the Westerly line of Parcel 1 per Volume 365, Page 352, said Deed Records and the true point of beginning; thence South 72°37'22" West, 305.95 feet to the Southeasterly right of way line of Garfield Street as monumented and shown on Survey No. 21255 in the Office of the Jackson County Surveyor; thence along said right of way line along the arc of a 761.81 foot radius curve to the left having a central angle of 11°56'25", a distance of 158.76 feet (the long chord of which bears North 46°52'42" East, 158.47 feet) to the South line of Lot 17 of SOUTH GATEWAY CENTER SUBDIVISION, according to the official plat thereof, now of record, in Jackson County, Oregon; thence along the South line thereof, North 72°34'49" East, 184.97 feet to the Southeast corner of said Lot 17; thence along the East line of said SOUTH GATEWAY CENTER SUBDIVISION, South 00°07'49" West, 72.32 feet to the true to the true point of beginning. Containing 16470 square feet or 0.38 acres, more or less.

Basis of Bearings: Survey No. 21982.

See also Exhibit Map.

PORTION OF BELKNAP ROAD
TO BE VACATED
371W32B
Galpin Gang, LLC
15-217
August 21, 2017

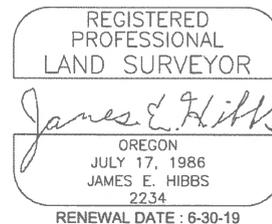


Exhibit D

Applicant's Findings of Fact

FINDINGS OF FACTS

RECEIVED
MAR 22 2017
PLANNING DEPT.

Criteria 1.

1. That the vacation complies with the Public Facilities Element of the Comprehensive plan, including the Transportation System Plan.

Applicants Response:

After reviewing the Public Facilities and Transportation System plans of the Comprehensive Plan, the applicant finds the following facts to be true:

- a) The vacation lies within the City of Medford's Urban Growth Boundary.
- b) The vacation is bordered on three sides by City of Medford commercial zoned land and Jackson County residential land (SFR-00) on the remaining side.
- c) The physical facilities necessary to support the vacated property, including water service, sanitary sewer collection and treatment and storm water management are in place.
- d) The vacated property has access to public services that include fire protection, law enforcement, solid waste management, schools and health services.
- e) The property has access to and complies with the City of Medford's Transportation System Plan.

Criteria 2.

2. If initiated by petition under ORS 271.080 per ORS 271.120, the City Council must determine the following:
 - a. For a plat vacation or part thereof: that two-thirds of the affected property owners consent in writing. Affected property owners are all owners of property embraced within the plat or part thereof.

For a street or alley vacation: that 100 percent of the abutting property owners and two-thirds of the affected property owners consent in writing. Affected property owners are owners of all land lying on either side of the street or alley proposed to be vacated and extending laterally to the next street that serves as a parallel street not to exceed 200 feet, and within 400 feet of the terminus of the part of the street or alley to be vacated.
 - b. That the required notice has been given.

Applicants Response:

The above is not applicable because the subject street vacation will not be initiated by petition as described in ORS 271.080 per ORS 271.120. Instead the vacation will be initiated by the by Council on its own motion as described in ORS 271.130 which is explained below in Criteria 3

Criteria 3:

3. If initiated by the City Council under ORS 271.130, the City Council must determine the following;
 - a. That more that 50 percent of the affected property owners do not object in writing; and,
 - b. That the vacation will not substantially affect the property value of any abutting property, or if the vacation will substantially affect the market value of any abutting property where the owner objects, the City will provide for paying damages.

Applicants Response:

As evidenced by the attached Written Consent of Owners, all lands to the North and East of the portion of Belknap Road to be vacated represent in excess of two thirds of the ownership of all real property deemed potentially affected by a vacation initiated by the Council under ORS 271.130. The ownership of these properties feel that the vacation will not substantially affect the market value of their property that would require the City to be responsible for any damages as required under ORS 271.130.

Exhibit E

Public Works Report



Continuous Improvement Customer Service

CITY OF MEDFORD

LD Date: 6/7/2017
File Number: SV-17-039

PUBLIC WORKS DEPARTMENT STAFF REPORT **Belknap Road Street Vacation**

- Project:** Consideration of a request to vacate the remaining portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive.
- Applicant:** C.A. Galpin, Applicant. Sarah Sousa, Planner IV, Long Range Division.
-

Public Works concurs with the request to vacate the subject existing right-of-way, with the condition that an easement over the entire area shall be reserved for public utilities that exist therein. The easement shall include the right to access, maintain, and construct these utilities within the easement area. No structures shall be built over the easement area.

Prepared by: Doug Burroughs

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Page 1

PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION

200 S. IVY STREET
MEDFORD, OREGON 97501

TELEPHONE (541) 774-2100
FAX (541) 774-2552

Exhibit F

Fire Department Report



Medford Fire Department

200 S. Ivy Street, Room #180
Medford, OR 97501
Phone: 774-2300; Fax: 541-774-2514;
E-mail www.fire@ci.medford.or.us

LAND DEVELOPMENT REPORT - PLANNING

To: Sarah Sousa

LD Meeting Date: 06/07/2017

From: Fire Marshal Kleinberg

Report Prepared: 05/26/2017

File #: SV - 17 - 39

Site Name/Description:

Consideration of a request to vacate the remaining portion of Belknap Road, Located south of the intersection of Garfield Street and Center Drive. Applicant; C.A. Galpin. Planner; Sarah Sousa.

DESCRIPTION OF CORRECTIONS	REFERENCE
<u>Approved as Submitted</u> Meets Requirement: No Additional Requirements	

Development shall comply with access and water supply requirements in accordance with the Fire Code in affect at the time of development submittal.
Fire apparatus access roads are required to be installed prior to the time of construction. The approved water supply for fire protection (hydrants) is required to be installed prior to construction when combustible material arrives at the site.
Specific fire protection systems may be required in accordance with the Oregon Fire Code.
This plan review shall not prevent the correction of errors or violations that are found to exist during construction. This plan review is based on the information provided only.
Design and installation shall meet the Oregon requirements of the IBC, IFC, IMC and NFPA standards.

Exhibit G

Revised Medford Water Commission Memo & Facility Map



BOARD OF WATER COMMISSIONERS

Staff Memo

TO: Planning Department, City of Medford

FROM: Rodney Grehn P.E., Water Commission Staff Engineer

SUBJECT: SV-17-039 (Revised)

PARCEL ID: 371W30AC TL 2500

PROJECT: Consideration of a request to vacate the remaining portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive.

DATE: August 28, 2017 (Revised)

I have reviewed the above plan authorization application as requested. Conditions for approval and comments are as follows:

CONDITIONS

1. Applicant or applicant's civil engineer shall coordinate with MWC Engineering department for intended use within this right-of-way vacation.
2. MWC requires that in-lieu of an easement, that the remaining surplus right-of-way be designated as a "Street Vacation" for the continued utility use within this designated area.

COMMENTS

1. MWC-metered water service does not exist to this property.
2. Access to MWC water lines is available. There is an existing 24-inch water transmission line that exists across a portion of this "public right-of-way". The water transmission line is currently located within an easement per OR 531-42. This water transmission line shall be protected in place.

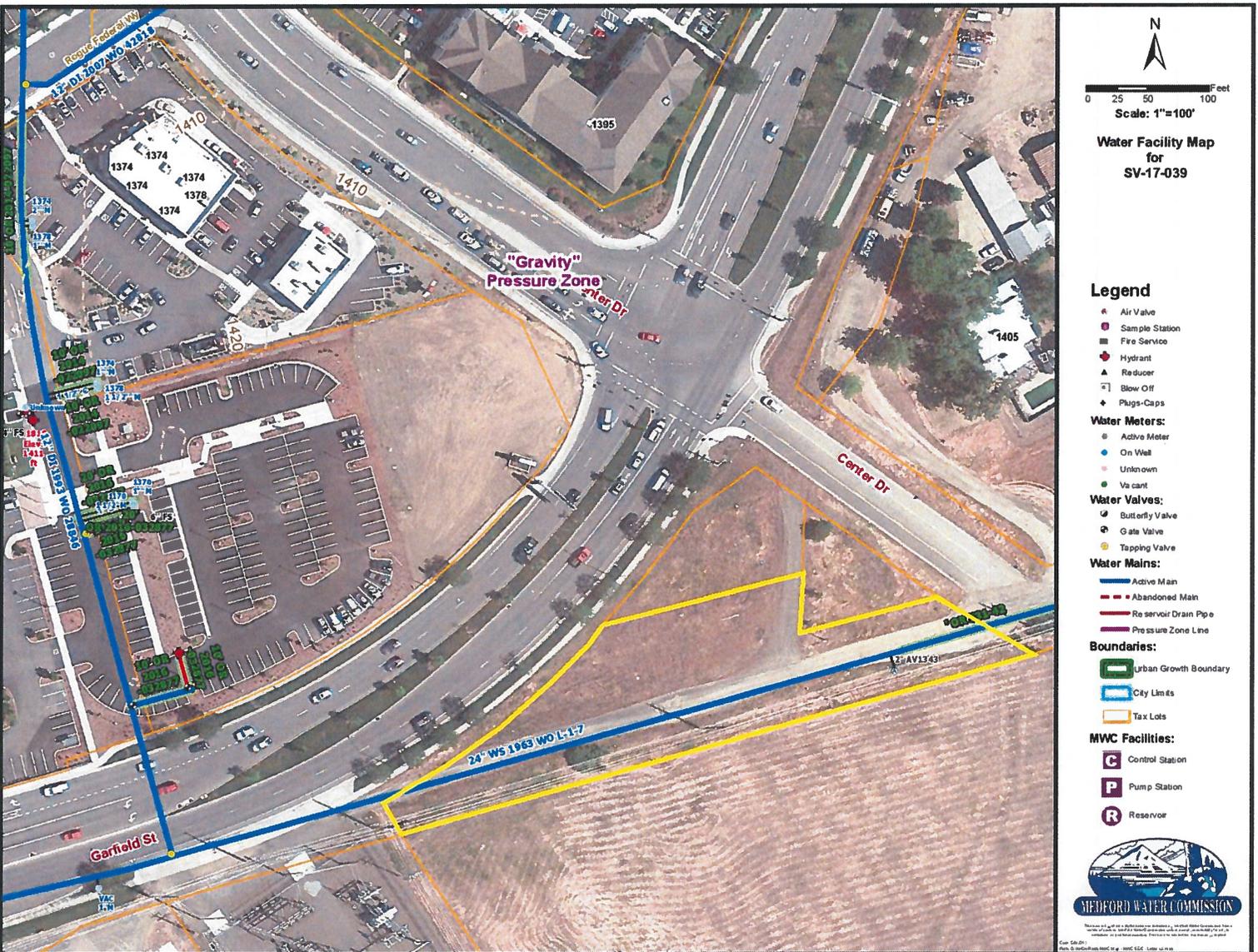


Exhibit H

City Surveyor Comments



CITY OF MEDFORD MEMORANDUM

To: Jon Proud, Engineering
From: Sarah Sousa
Date: May 3, 2017
Subject: Legal Description (File No. SV-17-039)

Please verify the attached legal description covering the below subject at your earliest convenience. See attached map.

1. SV-17-039 (C.A. Galpin Southside Center LLC., Applicant).

Sarah Please see redlines on attached DESC & EXH MAP. Please forward to applicant for revision.

② It is not clear to me who (City/City) has jurisdiction of this road. The last vacation with these circumstances I remember is Plum Street. 2008 2609-35035/2010-2397 in which the street was vacated by City & County.

cp
Attachments

THANKS, JRP 5/5/17

"Working with the Community to Shape a Vibrant and Exceptional City"

Exhibit I

Letter from Jackson County Roads



JACKSON COUNTY
Roads

**Roads
Engineering**

Kevin Christiansen
Construction Manager

200 Antelope Road
White City, OR 97503
Phone: (541) 774-6228
Fax: (541) 774-6255
Christike@jacksoncounty.org
www.jacksoncounty.org

May 9, 2017

Attention: Sarah Sousa
Planning Department
City of Medford
200 South Ivy Street, Lausmann Annex, Room 240
Medford, OR 97501

RE: Street Vacation for Belknap Road – a city maintained section of road.
Planning File: SV-17-039.

Dear Sarah:

Thank you for the opportunity to comment on the consideration of a request for the vacation of 41,776 square feet of surplus street right-of-way located at the southeast corner of the intersection of Garfield Street and Center Drive. Jackson County Roads has no comment.

If you have any questions or need further information feel free to call me at 774-6255.

Sincerely,

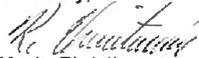

Kevin Christiansen
Construction Manager

Exhibit J

Aerial Photograph (submitted by applicant)



9

Exhibit L

Letter of objection from Kolln's Attorney Stuart Foster

KAREN C. ALLAN
JASON M. ANDERSON
ERIC R. FOSTER
STUART E. FOSTER
TIMOTHY L. JACKLE
GERALD M. SHEAN III
PAUL F. McCLAY


FOSTER DENMAN LLP
ATTORNEYS AT LAW
3521 EAST BARNETT ROAD
P.O. BOX 1667
MEDFORD, OR 97501
TELEPHONE 541-770-5466 FAX 541-770-6502

LISA M. RAHM
TRUST AND PROBATE
ADMINISTRATOR
L. ESTELA RODRIGUEZ
STAFF ACCOUNTANT

July 13, 2017

RECEIVED

JUL 13 2017

PLANNING DEPT.

Hand Delivered

City of Medford Planning Commission
200 South Ivy Street
Lausmann Annex, Room 240
Medford, OR 97501

Re: Project: Belknap Road Vacation – File# SV-17-039

Dear Planning Commission Members:

This office represents Michael T. Kolln, trustee of the Michael T. Kolln Revocable Living Trust dated September 15, 2004 and Jennifer C. Kolln, trustee of the Jennifer C. Kolln Revocable Living Trust dated September 15, 2004 (collectively, the "Kollns"), the owners of the real property known as Tax Lot 200, Assessor's Map Number 371W32C, more particularly described in Exhibit "A" attached to and made a part of this letter (the "Kollns' Property").

The Kollns first became aware of the proposed vacation upon receiving notice of the vacation proceedings. Neither the City nor the Applicants contacted the Kollns prior to the initiation of the vacation process.

The Kollns hereby object to the vacation of Belknap Road. The Kollns' Property has a majority of the frontage on the portion of Belknap Road proposed to be vacated.

The Kolln Property will be substantially damaged by the vacation of Belknap Road. Belknap Road is adjacent to the entire northern boundary of the Kollns' Property. At a minimum, it is forty (40) feet in width and provides a public street to the Kollns' Property and contains public utilities within its right-of-way. The effect of losing a public street to a major portion of the northern boundary of the Kollns' Property will require them or future owners to provide for more roadway area within their property, thereby reducing the developable square feet by a minimum of 10,000 square feet, which currently has a value of \$16.00/sq. foot. In addition, the elimination of the public street access along the northern border of the Kollns' Property will reduce the development opportunities, thereby reducing the value of the Property. For example, the Applicants have not

City of Medford Planning Commission
July 13, 2017
Page 2

requested the vacation of Belknap Road east of Center Drive and their proposed development will utilize Belknap Road for access to their property.

We respectfully request that the Planning Commission recommend to the City Council that the Application for the Vacation of Belknap Road be denied.

Very truly yours,



Stuart E. Foster

SEF: cln

Cc: Clients

EXHIBIT "A"

Real property in the County of Jackson, State of Oregon, described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN VOLUME 76, PAGE 510, JACKSON COUNTY, OREGON, DEED RECORDS, SAID POINT BEING SOUTH 72°54' WEST, 1286.99 FEET (DEED RECORD = 1288.9 FEET) FROM THE NORTHEAST CORNER OF DONATION LAND CLAIM NO. 46, IN TOWNSHIP 37 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON; THENCE SOUTH 15°06'37" EAST 501.54 FEET (DEED RECORDS = SOUTH 15°09' EAST, 502.0 FEET), TO THE NORTH LINE OF EL REY SUBDIVISION, A RECORDED PLAT OF JACKSON COUNTY, OREGON; THENCE SOUTH 51°16'32" WEST, ALONG SAID NORTH LINE, 690.87 FEET; THENCE NORTH 35°13'16" WEST, 795.94 FEET (DEED RECORD = NORTH 35°13'50" WEST, 796.27 FEET); THENCE NORTH 72°56'23" EAST, 907.22 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT PART CONVEYED TO JACKSON COUNTY FOR PUBLIC ROAD DESCRIBED IN VOLUME 418, PAGE 434 AND IN VOLUME 549, PAGES 108 AND 109, JACKSON COUNTY, OREGON, DEED RECORDS.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

Exhibit M

Email from Mike Kuntz at Jackson County Roads

Subject: FW: Vacation of Belknap Road

From: Mike Kuntz [<mailto:KuntzM@jacksoncounty.org>]
Sent: Monday, June 12, 2017 11:56 AM
To: Alex T. Georgevitch; Jon M. Proud
Cc: 'crasamg@hotmail.com'; John Vial
Subject: Vacation of Belknap Road

Alex and Jon,

Sam Gressett visited me this morning to discuss the vacation of Belknap Road. Sam stated he was in the middle of the Medford vacation process and there was a question by Medford as to whether Medford has jurisdiction to perform the vacation.

Belknap Road was a County local access road prior to its annexation by Medford. It is the position of Jackson County that per ORS 368.031, Jackson County no longer has jurisdiction because the road is no longer outside a city. Thus, Jackson County believes Medford has jurisdiction to vacate Belknap Road.

If Medford disagrees with this position, then Jackson County would be willing to process the vacation as well to avoid hanging up the development. Per ORS 368.361, both city and county would have to independently process the vacation. The County approval of the vacation would likely state that County believes County approval is unnecessary but is granted in order to remove any ambiguity.

Let me know if Medford wishes any further involvement by County in this process.

Mike

Exhibit N

Affected Area Map Based on ORS 271.080 (original proposal)

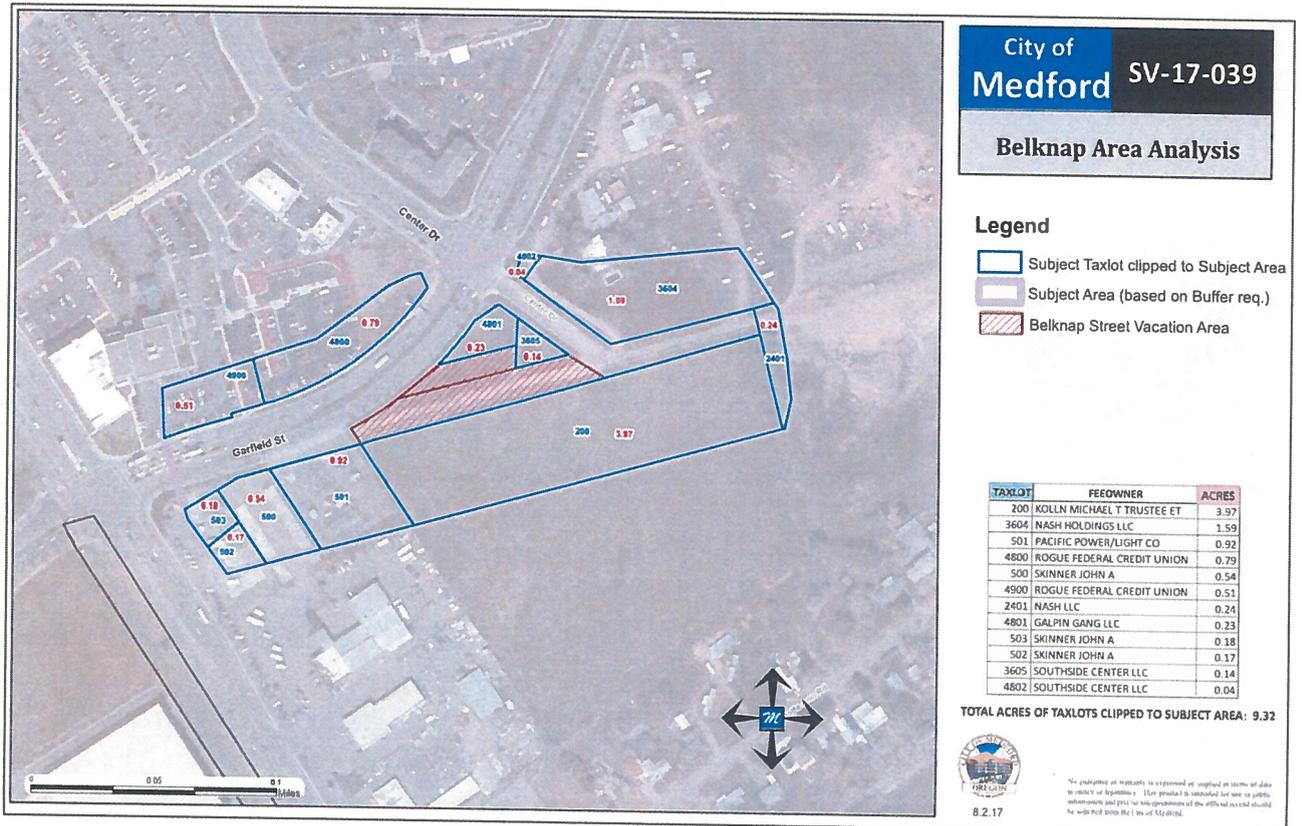


Exhibit O

Affected Area Map Based on ORS 271.080 (revised proposal)

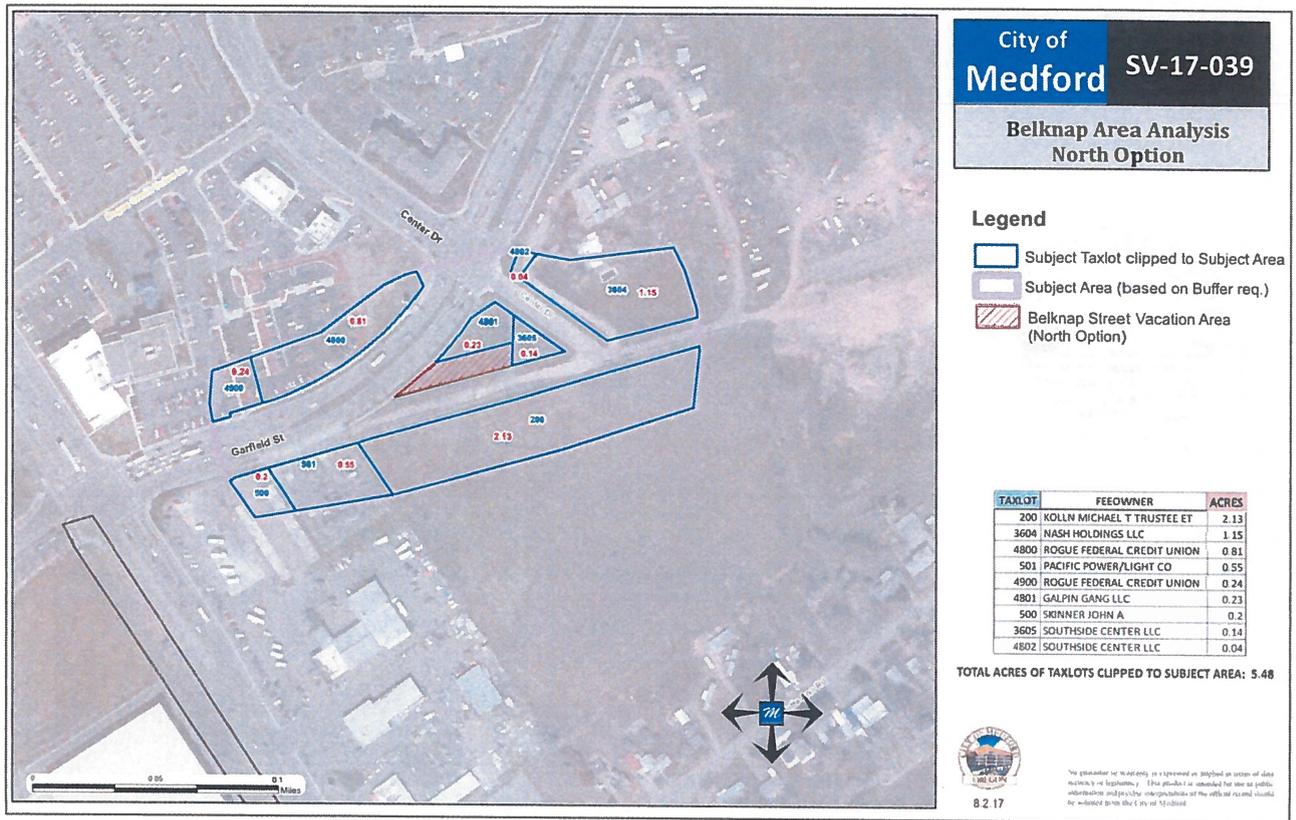


Exhibit P

Letter from C A Galpin with revised proposal

RECEIVED

JUL 20 2017

PLANNING DEPT.

South Center LLC
744 Cardley Ave, Ste 100
Medford OR 97504

Reference: Hearing Dated 7/13/2017, 5:30 p.m. Concerning the vacation of Belknap Road.

Dear Council Members and City Staff,

Thank you for the review of the requested vacation and the continuance for the requested additional information. We have also enclosed a response to the letter of opposition that we received at the hearing. Also included is an alternative solution to the matter if you so decide.

A. Ownership of Property Frontage.

In the testimony given at the hearing, it was stated that the opposing property owner (Kolln) controlled in excess of 50% of the lineal frontage of the area requested for vacation, therefore, an automatic denial of the vacation was appropriate. Please find enclosed (Exhibit A) a map provided by a licensed Oregon Surveyor showing that such claim is not correct. Kolln's frontage is 542.78 feet of the 1,205.40 feet of the lineal frontage. Therefore, the matter should continue.

B. Future Access

A statement was made that drawings of roads onto the neighboring parcel (Kolln) were presented to staff and was considered inappropriate. Please note, it is a requirement by the City of Medford when requesting a vacation that the applicant provide to staff, proof that connectivity to all inboard properties can be provided and in a manner that is equal to or superior to the existing right-of-way's. These Exhibits are conceptual only and can be altered by a property owner and City Staff. No road design on the Kolln property was intended, other than to display to staff that there is the ability to provide connectivity. There is, however, certain roads that cannot be altered, such as the intersection of Garfield and Center Drive. This intersection is an ODOT controlled facility including the existing extension of Center Drive that was designed to provide access for the area.

When Center Drive intersects with the existing remnant of right-of-way requested to be vacated, it creates an intersecting curve of approx. 135 degrees. If not redesigned, this would require a driver to look back over their shoulder in order to see oncoming traffic traveling down a major collector. Such an intersection is not considered safe. This is precisely why South Center did not use any portion of the existing right-of-way that would interfere with the construction of a safe intersection.

South Center and the other adjoining property owners do not want to interfere with the Kolln property if they have the desire to use the existing right-of-way as part of their access plan. This plan will need to deal with the existing easements in the old right-of-way including overhead transmission lines, City of Medford main water transmission line, (all which must remain) and the noted difficult intersection. Therefore, we would like to propose an alternate solution which would leave the existing road portion of the right-of-way in place. Included in Exhibit A, there is an area shown in blue that would not be needed for a future roadway. The area for a future roadway is shown in pink. We would request that if the vacation is not the whole then we request the vacation of the area (in blue). The Kolln property does not have any frontage on the remnant piece (in blue). It would involve only the adjoining property owners which support this alternate solution. This remnant piece (in blue) combined with the adjoining properties would allow for the development of this area. A large portion of this area would be for landscaping along Garfield to the existing Center Drive intersection, and then, as part of the South Center project onto the ramps of Interstate 5. This frontage is also the South entrance to our city from Interstate 5. A landscaped entrance would be much more appealing than the weed patch that currently exists. This alternative solution would satisfy all parties while leaving existing right-of-way (in pink) in place for whatever vision the Kolln property may have concerning the use of the old right-of-way.

Thank you for your consideration,

Respectfully yours,



C.A. Galpin

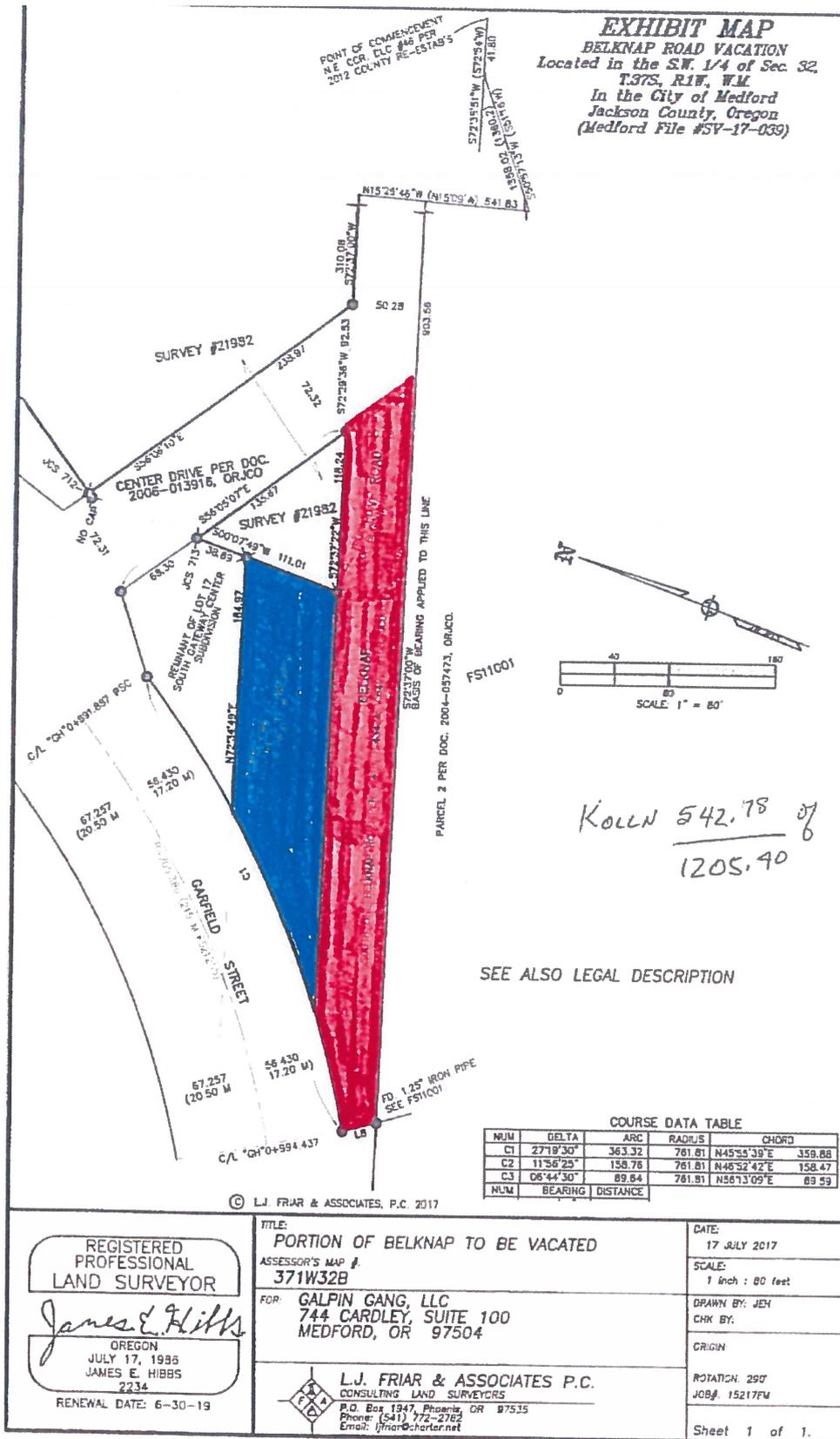


Exhibit Q

Letter of acceptance from the Kolln's Attorney Stuart Foster

KAREN C. ALLAN
JASON M. ANDERSON
ERIC R. FOSTER
STUART E. FOSTER
TIMOTHY L. JACKLE
GERALD M. SHEAN III
PAUL F. McCLAY


FOSTER DENMAN LLP
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MEDFORD, OR 97501
TELEPHONE 541-770-5466 FAX 541-770-6502

LISA M. RAHM
TRUST AND PROBATE
ADMINISTRATOR

L. ESTELA RODRIGUEZ
STAFF ACCOUNTANT

August 14, 2017

RECEIVED

AUG 14 2017

PLANNING DEPT.

Via Email

Sarah Sousa, Planner III
City of Medford Planning Department
200 South Ivy Street
Lausmann Annex, Room 240
Medford, OR 97501

Sarah.sousa@cityofmedford.org

Re: Concerning the Vacation of Belknap Road

Dear Sarah:

This letter confirms our conversation of August 14, 2017, which I advised you that my clients, Michael and Jennifer Kolln, are in receipt of a letter from C.A. Galpin to the City of Medford in which he proposes that the vacation of Belknap Road be limited to the portion shown in blue on the enclosed exhibit map. The portion shown in red on the exhibit map would not be vacated.

Mr. Galpin's alternate proposal of only vacating the portion identified in blue on the exhibit map is acceptable to my clients.

Very truly yours,



Stuart E. Foster

SEF: cln
Enclosure

Cc: Clients

Exhibit R

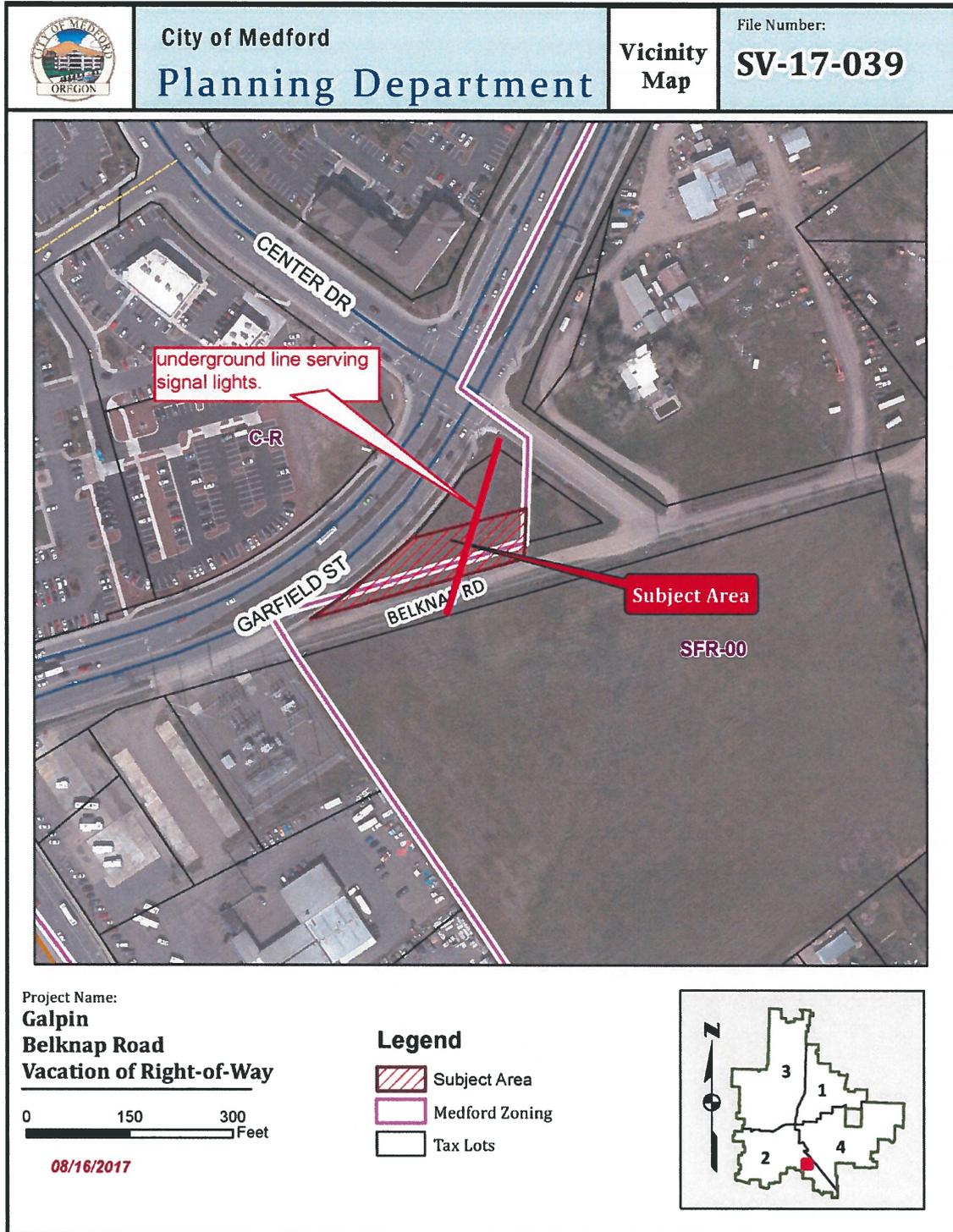
Email and maps from Pacific Power

From: Mease, Scott <Scott.Mease@pacificorp.com>
Sent: Monday, August 28, 2017 3:22 PM
To: Sarah K. Sousa
Subject: RE: Belknap right-of-way vacation
Attachments: Belknap Street vacation.pdf

Sarah,

I am still waiting for review by field ops but in the meantime, attached is a better annotated aerial image of the vacation. PPL would ask for a 10 foot wide easement (five feet either side of center) for the underground line as well as a restriction on building in the easement area and the right to enter the property to maintain the line. Let me know if this is enough for your report. I will let you know if Medford operations has anything to add.

Scott Mease
503.813.7115



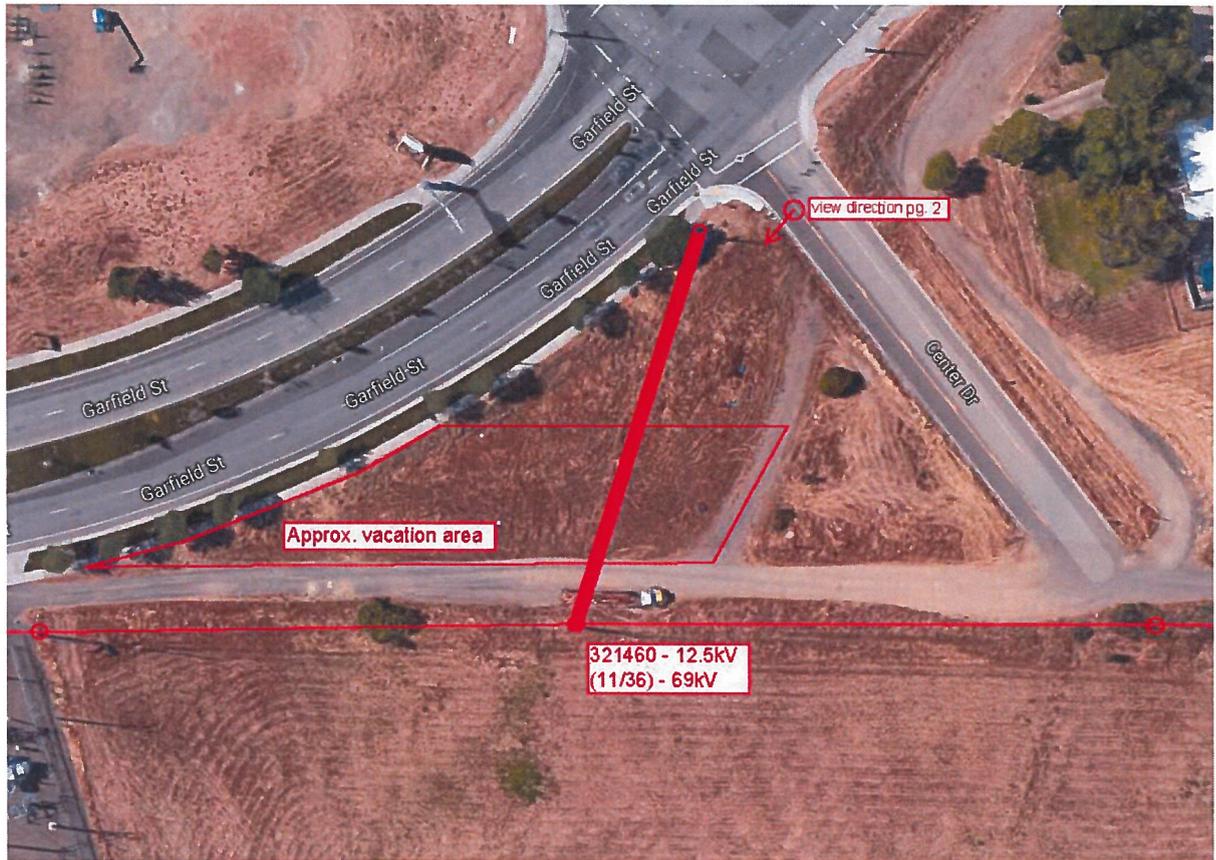
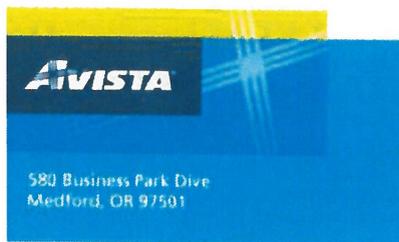




Exhibit S

Letter and map from Avista Utilities



August 29th, 2017

To

Kelly Akin, City of Medford Planning Department
Jack Galpin, Galpin Gang LLC

From

David McFadden
Avista Utilities
580 Business Park Drive
Medford OR. 97504

SUBJECT Vacation of Garfield Right of Way and Easements
within the "BLUE" area shown on the attachment.

To whom it may concern:

Since Avista has no current natural gas facilities within the area in question, and has no reason to maintain any historical easement right that may exist within the area, and is confident that should Avista be asked to serve new a development in or adjacent to this area, that the owners at that time will provide any new easements as required or asked for; AVISTA declares that there is no easement required within the affected area shown in BLUE.

A handwritten signature in black ink, appearing to read "David McFadden", is written over a light blue circular stamp.

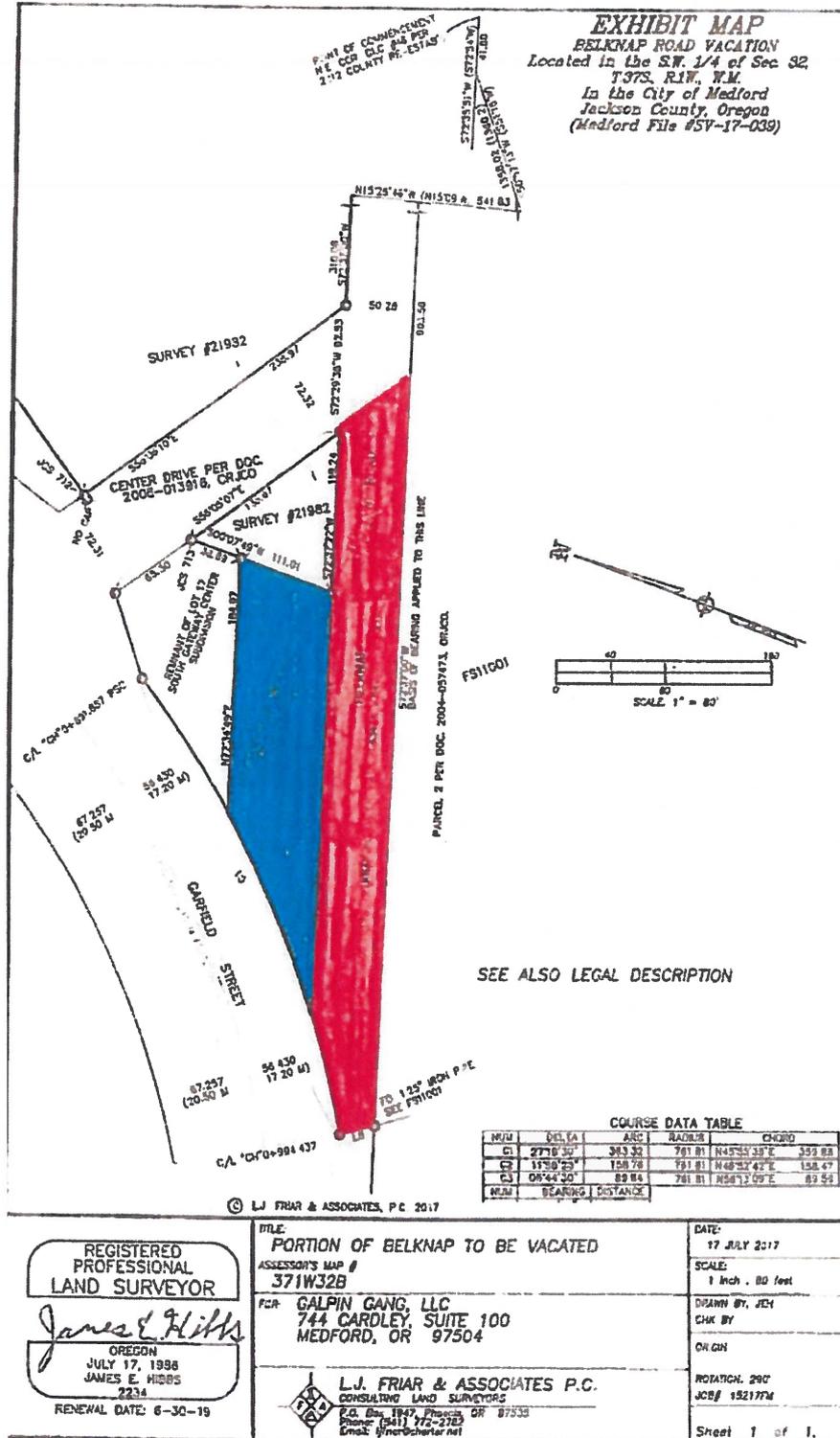


Exhibit T

Planning Commission Minutes from July 13, 2017 (excerpt)

The regular meeting of the Planning Commission was called to order at 5:30 PM in the City Hall Council Chambers on the above date with the following members and staff in attendance:

Commissioners Present

David McFadden, Vice Chair
David Culbertson
Joe Foley
Bill Mansfield
Mark McKechnie
E.J. McManus
Alex Poythress
Jared Pulver

Staff Present

Matt Brinkley, Planning Director
Kelly Akin, Assistant Planning Director
Carla Paladino, Principal Planner
Kevin McConnell, Deputy City Attorney
Alex Georgevitch, City Engineer
Greg Kleinberg, Fire Marshal
Terri Rozzana, Recording Secretary
Sarah Sousa, Planner IV
Dustin Severs, Planner III
Seth Adams, Planner III

Commissioners Absent

Patrick Miranda, Chair, Excused Absence

10. **Roll Call**

20. **Consent Calendar/Written Communications.**

20.1 CUP-17-053 Final Order of a request for a Conditional Use Permit (CUP) to construct a new 10-12 foot wide pedestrian/bike path known as Larson Creek Trail Segment II between Black Oak Drive and Ellendale Drive within the Larson Creek Riparian Corridor. Project to include two pedestrian bridges, fence relocation and improvements spanning approximately 7.32 acres zoned SFR-4, SFR-6, MFR-20 and C-C (Single-Family Residential, 4 dwelling units per gross acre, 6 dwelling units per gross acre, Multi-Family Residential, 20 dwelling units per gross acre and Community Commercial) (371W32AA, portions of Tax Lots 200, 300, 400 and 500 and 371W32AB, portions of Tax Lots 3100, 1100 and 3000). (Medford Public Works, Applicant; Richard Stevens & Associates, Agent)

20.2 LDS-17-051 / E-17-052 Final Orders of a request for tentative plat approval for Summerfield at Southeast Park Phases 16 through 21, a 138-lot residential subdivision on approximately 96 acres located south of Cherry Lane and east of Lone Oak Drive within an SFR-4/SE (Single Family Residential-4 units per acre/Southeast Overlay) zoning district. The request includes an Exception to the standards for the permitted length of a residential lane. (Crystal Springs Development Group, Applicant; Neathamer surveying, Inc., Agent)

Planning Commission Minutes

July 13, 2017

20.3 LDS-16-004 Request to revise the approved sidewalk alignment for Rancho McMillan, a four lot residential subdivision on a 0.95 acre parcel located on the north side of Lone Pine Road, approximately 1,100 feet west of North Foothill Road, within the SFR-4 (Single Family Residential – 4 dwelling units per gross acre) zoning district. (Michael McMillan, Applicant; Scott Sinner Consulting, Inc., Agent)

Motion: Adopt the consent calendar as submitted.

Moved by: Commissioner Foley

Seconded by: Commissioner Pulver

Voice Vote: Motion passed, 7–0-1 with Commissioner McKechnie abstaining.

30. Minutes

30.1. The minutes for June 22, 2017, were approved as submitted.

40. Oral and Written Requests and Communications. None.

Kevin McConnell, Deputy City Attorney, read the Quasi-Judicial Statement.

50. Public Hearings – Continuance Request

50.1 PUD-17-023 Consideration of a Preliminary PUD Plan for Coker Butte Business Park, a proposed development consisting of office and light industrial uses to be located on a 14.5-acre site composed of five contiguous lots bounded generally by Crater Lake Highway 62, Coker Butte Road, and Crater Lake Avenue, within the Light Industrial (I-L) zoning district. (371W05 1000, 1001, 1002, 1003, and 1100). (Coker Butte Properties, LLC and Table Rock Holdings LLC, Applicants; CSA Planning Ltd., Agent). **The applicant has requested to continue this item to the July 27, 2017, Planning Commission meeting.**

Vice Chair McFadden asked staff if they had additional information to present.

Dustin Severs, Planner III, reported that the applicant's agent explained that there have been new developments that have occurred that they want to add to the Findings.

Motion: The Planning continued PUD-17-023, per the applicant's request, to the Thursday, July 27, 2017, Planning Commission meeting.

Moved by: Commissioner Mansfield

Seconded by: Commissioner Foley

Roll Call Vote: Motion passed, 8-0.

New Business

50.2 SV-17-039 Consideration of a request to vacate a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive. (C.A. Galpin, Applicant/Agent)

Vice Chair McFadden inquired whether any Commissioners have a conflict of interest or ex-parte communication they would like to disclose. Commissioner Pulver disclosed that his office represents one of the adjoining properties and recused himself from this application.

Vice Chair McFadden inquired whether anyone in attendance wishes to question the Commission as to conflicts of interest or ex-parte contacts. None were disclosed.

Sarah Sousa, Planner IV, stated that the street vacation criteria can be found in the Medford Land Develop Code Section 10.202. The applicable criteria was included in the staff report, property owner notices and hard copies are available at the entrance of Council Chambers for those in attendance. Ms. Sousa gave a staff report. Ms. Sousa reported that staff received a letter at 4:00 p.m. today from Stuart Foster, Attorney at Law, representing Michael and Jennifer Kolln, owners of Tax Lot 200 of Jackson County Assessor's Map 37-1W-32C. Staff has not had time to review the letter. A copy of the letter was placed at the Commissioners seats and will be entered into the record as Exhibit K.

Commissioner McKechnie asked, how wide is the narrow part of the existing Belknap Road right-of-way that the applicant is requesting to vacate? It is clear that Center Drive would feed into Belknap Road as a public right-of-way. If that were to be improved to City standards would they require more right-of-way from either of the other two properties to make that an approved street? Ms. Sousa deferred the question to Alex Georgevitch, City Engineer.

Mr. Georgevitch reported that the most westerly side and the narrowest point appears to have a line that states L8. The table states 25.94 (approximately 26 feet) in width. The normal section east is approximately 50 feet wide.

Vice Chair McFadden asked, is Garfield at this location, a City street? Mr. Georgevitch reported that it is a State facility.

Vice Chair McFadden stated the chances of them providing additional access to the end is slim to none. Does Mr. Georgevitch agree? Mr. Georgevitch reported that if he understands correctly he believes there is access control purchased along there from the State so he does not believe there will be any access. If there was no access control they would not be providing access because this connects to a signalized location that

Planning Commission Minutes

July 13, 2017

both the City and State have participated in its design and construction cost to build. If this section was built to be a public lower order commercial street being 63 feet in width it would need an additional 13 feet of width. The issue is on the westerly side. There would have to be some type of turnaround, a knuckle cul-de-sac or a 100 foot radius to head south if there was development along the easterly boundary where the substation exists.

Commissioner McKechnie asked, what would be the potential of having a right-in along Garfield that would go east with no access coming out? Mr. Georgevitch replied that if he were to gamble on that he would put zero dollars on that bet.

Commissioner McKechnie asked does the County own in fee some portion of this that staff has no idea what it is but they get it back if it is vacated? Does the rest of the property on the south get half and half to the north? Ms. Sousa reported not necessarily. She deferred the question to the applicant. The County Assessor determines who it goes back to. It is generally who the land originated from. She had heard that maybe the southerly 10 feet belongs to the south property but that is not in staff's review. Staff does not know until the County Assessor is finished after it is vacated. It is not necessarily split in half.

Commissioner Mansfield stated that he has a different understanding of what happens to the land that is vacated.

The Public Hearing was opened.

a. Cris Galpin, 744 Cardley Avenue #100, Medford, Oregon, 97504. Mr. Galpin stated that the remaining part of Belknap will also be vacated. The reason it was not included in this application is because in his meetings with Public Works designing an interchange best served this property instead of a dead end road. They purposely aligned that and left a portion of Belknap so that interchange could be built as a usable piece of property.

Addressing Commissioner Mansfield comment, the land goes back to the properties from which it came.

Commissioner Culbertson asked, does Mr. Galpin know where the County sections are? Mr. Galpin stated that he did not. He just found out about that today.

b. Stuart Foster, P. O. Box 1667, Medford, Oregon, 97501. Mr. Foster is the attorney for the Kollns. They are the owners of what has been described as Tax Lot 200, Assessor's Map Number 371W32C. They have the majority of the frontage on Belknap Road proposed to be vacated. It is his opinion that there is absolutely no way to get access off Garfield from this strip of land. Nobody ever talked to his clients. There are plans that shows some roads on his client's property that nobody has talked about or the

Planning Commission Minutes

July 13, 2017

interchange that was talked about. The area to be vacated is a significant portion of frontage on the north side of his client's property. Now, it is a public road which is a benefit to them. If this is vacated they will get some of their property back, maybe half. They do not know. Nobody knows who gets what and what the County has. How can a decision be made and determine that there is no damage? There is a real defect in the Planning Commission's ability to make the determinations they are asked to under the statute. His client has more than 50% of the frontage. They object to this vacation. It may be appropriate in the future but they think it is more appropriate to consider after everybody has an idea how this property is going to be developed. It is premature. They request that the Planning Commission deny the vacation. The damage to his client's property will be substantial and the City will be liable.

Commissioner Mansfield asked, what is Mr. Foster not contesting? Mr. Foster stated that the access on the strip of land. If it is ultimately developed into a public street, which would benefit the northern side of his client's property substantially, has to be off Center Drive. There is no way that the City or State would approve access off Garfield Street on the west end. It appears on the map that Belknap Road extends to the west and adjacent to Garfield Street.

Commissioner Mansfield asked, does Mr. Foster have any information regarding the State purchasing access rites? Mr. Foster replied no. It would be on record.

Mr. McConnell reported that the Planning Commission cannot recommend approval of the vacation if more than 50% of the owners to the affected area object. Mr. Foster has made that allegation. His client owns more than 50% of the affected property.

Code Section 271.080 (2) "...The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted..."

Kelly Akin, Assistant Planning Director, reported that staff has not had the opportunity to do that kind of analysis. Staff would be pleased if the Planning Commission continued SV-17-039 to the next Planning Commission meeting.

Motion: The Planning Commission continued SV-17-039 to the July 27, 2017, Planning Commission meeting and requested that staff present further information on the question of whether more than half the property is opposed to this proposition.

Planning Commission Minutes

July 13, 2017

Moved by: Commissioner Mansfield

Seconded by: Commissioner Foley

Roll Call Vote: Motion passed, 7-0-1, with Commissioner Pulver recusing himself.

Exhibit U

Planning Commission Minutes from August 24, 2017 (excerpt)

From Public Hearing on **August 24, 2017**

The regular meeting of the Planning Commission was called to order at 5:30 PM in the City Hall Council Chambers on the above date with the following members and staff in attendance:

Commissioners Present

David McFadden, Vice Chair
David Culbertson
Joe Foley
Bill Mansfield
Mark McKechnie
E.J. McManus
Alex Poythress
Jared Pulver

Staff Present

Kelly Akin, Assistant Planning Director
Eric Mitton, Senior Assistant City Attorney
Alex Georgevitch, City Engineer
Greg Kleinberg, Fire Marshal
Terri Rozzana, Recording Secretary
Sarah Sousa, Planner IV
Dustin Severs, Planner III
Steffen Roennfeldt, Planner III
Praline McCormack, Planner II

Commissioners Absent

Patrick Miranda, Chair, Excused Absence

10. Roll Call
20. Consent Calendar/Written Communications. None.
30. Minutes
 - 30.1. The minutes for August 10, 2017, were approved as submitted.
40. Oral and Written Requests and Communications. None.

Eric Mitton, Senior Assistant City Attorney, read the Quasi-Judicial Statement.

50. Public Hearings – Continuance Request

50.1 SV-17-069 Consideration of a request for the vacation of an approximate 60-foot wide strip of public right-of-way along with the adjacent Public Utility Easements, being a portion of Myers Lane, running north from Garfield Avenue approximately 1743 feet in length, within the Stewart Meadows Village Planned Unit Development. (KOGAP Enterprises, Applicant; Maize & Associates, Agent; Dustin Severs, Planner III). **The**

applicant has requested this item be continued to the September 14, 2017, Planning Commission meeting.

Motion: The Planning Commission continued SV-17-069, per the applicant's request, to the Thursday, September 14, 2017, Planning Commission meeting.

Moved by: Commissioner Mansfield

Seconded by: Commissioner Foley

Roll Call Vote: Motion passed, 8-0.

Old Business

50.2 SV-17-039 Consideration of a request to vacate a portion of Belknap Road, located south of the intersection of Garfield Street and Center Drive. (C.A. Galpin, Applicant/Agent; Sarah Sousa, Planner IV).

Vice Chair McFadden inquired whether any Commissioners have a conflict of interest or ex-parte communication they would like to disclose. Commissioner Pulver stated that he had a conflict and recused himself. Vice Chair McFadden disclosed that he has had contacts with agents dealing with the project that have been work related but it would not affect his decision.

Vice Chair McFadden inquired whether anyone in attendance wishes to question the Commission as to conflicts of interest or ex-parte contacts. None were disclosed.

Sarah Sousa, Planner IV, stated that the vacation criteria can be found in the Medford Land Develop Code Section 10.202. The applicable criteria was included in the staff report, property owner notices and hard copies are available at the entrance of Council Chambers for those in attendance. Ms. Sousa gave a staff report.

Commissioner McKechnie thanked staff and the two property owners for being able to bring this application to a happy resolution that both parties agree with.

The Public Hearing was opened.

a. C.A. Galpin, 744 Cardley Avenue, Suite 100, Medford, Oregon, 97504. Mr. Galpin reported that he had no comments and was available for questions.

The Public Hearing was closed.

Motion: The Planning Commission, based on the findings and conclusions that all of the approval criteria are met or are not applicable, forwards a favorable recommendation to the City Council for approval of SV-17-039, per the staff report dated August 17, 2017, including Exhibits A through P including the following conditions of approval: 1. Comply

with Public Works Report, related to the reservation of a public utility easement over the vacated area (Exhibit D; and 2. Comply with the Medford Water Commission Memo (Exhibit F).

Moved by: Commissioner McKechnie Seconded by: Commissioner Poythress

Roll Call Vote: Motion passed, 7-0-1, with Commissioner Pulver recusing himself.

Exhibit V

Email from County Assessor's Office

From: Bill Johnson [mailto:JohnsoWH@jacksoncounty.org]
Sent: Tuesday, September 26, 2017 3:50 PM
To: Sarah K. Sousa
Subject: RE: Belknap Road Vacation

Hi Sarah,

It looks like it would all go to tax lot 4801 to the north, based on the South Gateway Center Sub. and Renshaw Sub.

Have a great evening.

Bill Johnson
Supervisor-II/Cartography-GIS
Assessor's Office
Jackson County Oregon
Phone: (541) 774-6072
Fax: (541) 774-6701
johnsowh@jacksoncounty.org

From: Sarah K. Sousa [mailto:Sarah.Sousa@cityofmedford.org]
Sent: Tuesday, September 26, 2017 3:10 PM
To: Bill Johnson <JohnsoWH@jacksoncounty.org>
Subject: Belknap Road Vacation

Hi Bill,

We spoke today about the Belknap right-of-way in Medford. The City has received a request to vacate a portion of that road. However, the City Councilors want to know where the right-of-way will go back to if vacated. If you could give us your opinion on this matter, it would be much appreciated. I have attached a legal description/map as well as a vicinity map.

Thanks in advance for your help –

Sarah

Sarah Sousa

Planner IV | City of Medford - Planning Department
200 S. Ivy Street | Medford, OR 97501 | 541.774.2380

Exhibit W

Letter from Jack Galpin with utility sign off from Charter Communications

October 16, 2017

To whom it may concern,

My name is Jack Galpin. I am a member of Galpin Gang LLC. On July 6, 2017 we initiated a request for a road vacation of Belknap Rd, lying on the south side of town intersecting Center Dr. and formally Garfield Ave. Since then, our application has been presented to the Medford Planning Commission with a recommendation for approval put forth from the Medford Planning Department, with an alternate format of leaving the existing right of way and the 50' wide Center Dr, only to vacate area on our land which is attached below and shown in blue. The area to be left existing is shown in pink. All existing utilities and easements are within the area shown in pink, and will remain in place as is. The area shown in blue does not have any existing utilities whatsoever. Per the recommendation of the Planning Department, we request that you declare that you do not require any easements over the affected area (shown in blue).

If this is agreeable to you, please sign this document below relinquishing your rights to the above noted public utility & electric easements and return to me.

Please contact me at 541-646-1813 or to my email jack@galpinllc.com if you have any further questions or comments. I look forward to your response.

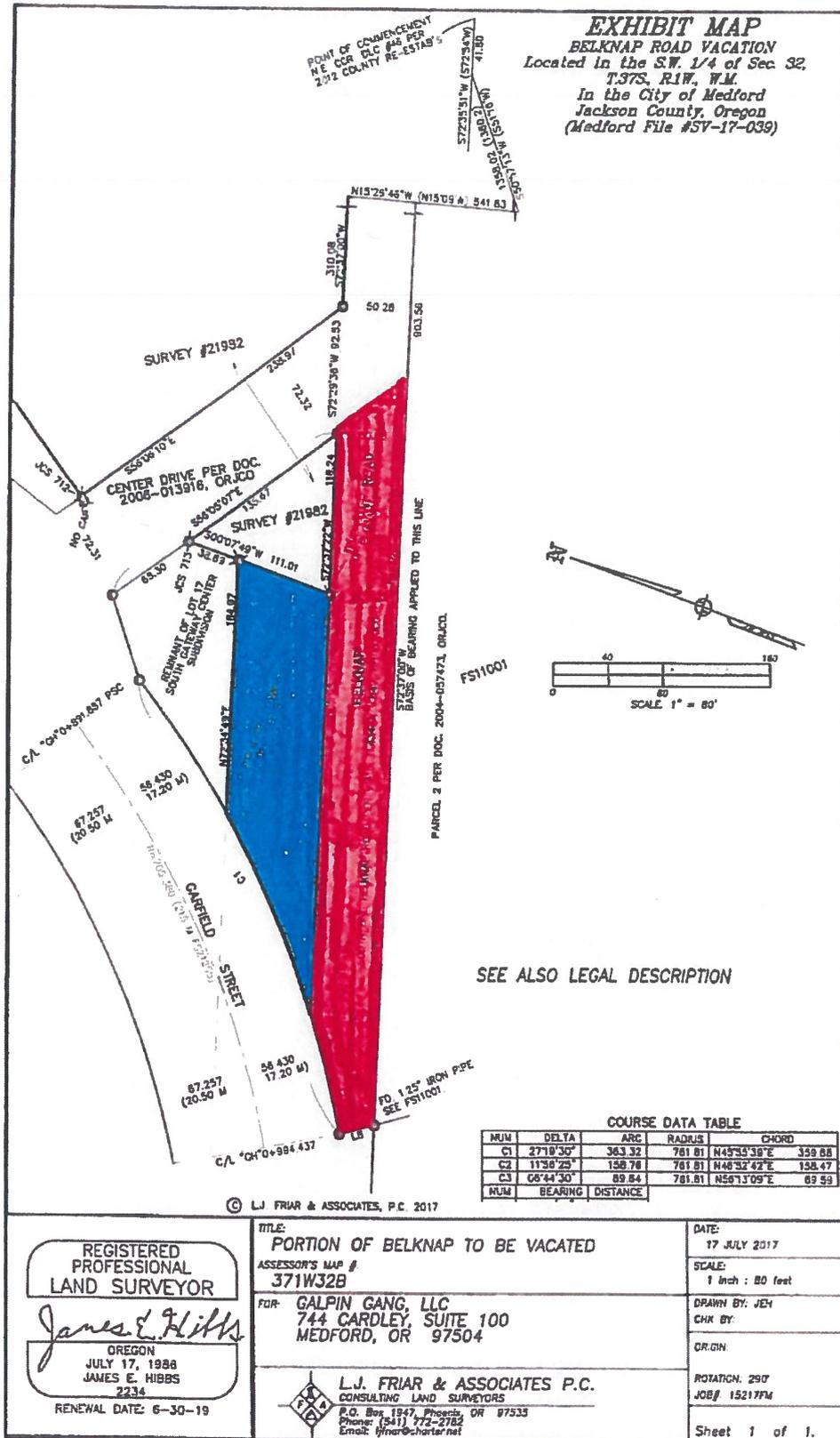
Sincerely,

Jack Galpin

Christopher Palmer 11/10/2017

Chris Palmer - Charter Communications

Jim Martin - Century Link



Vicinity Map

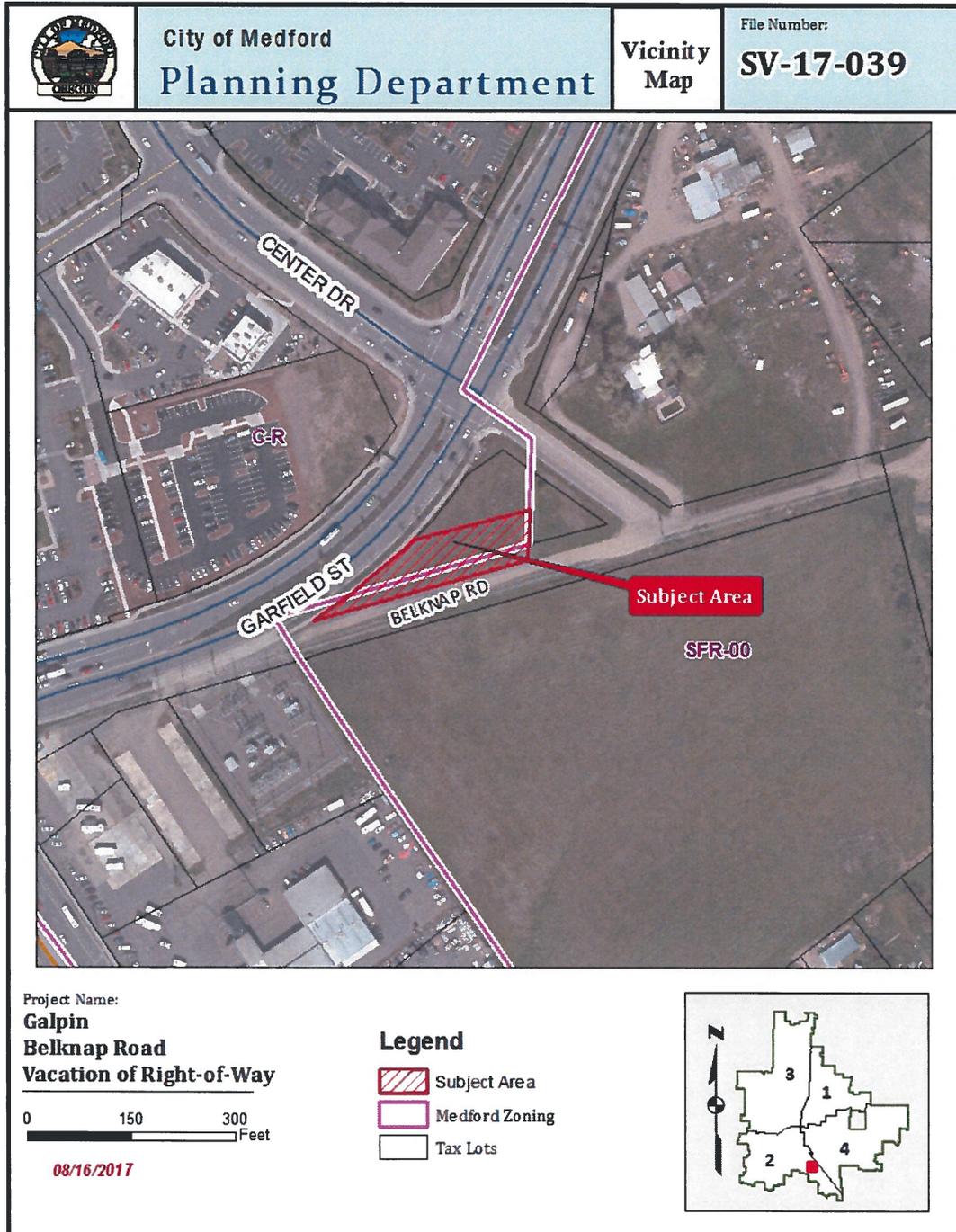
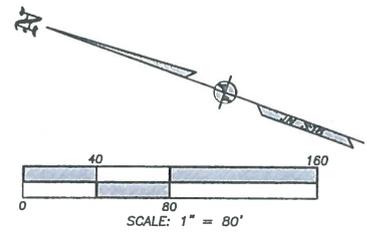
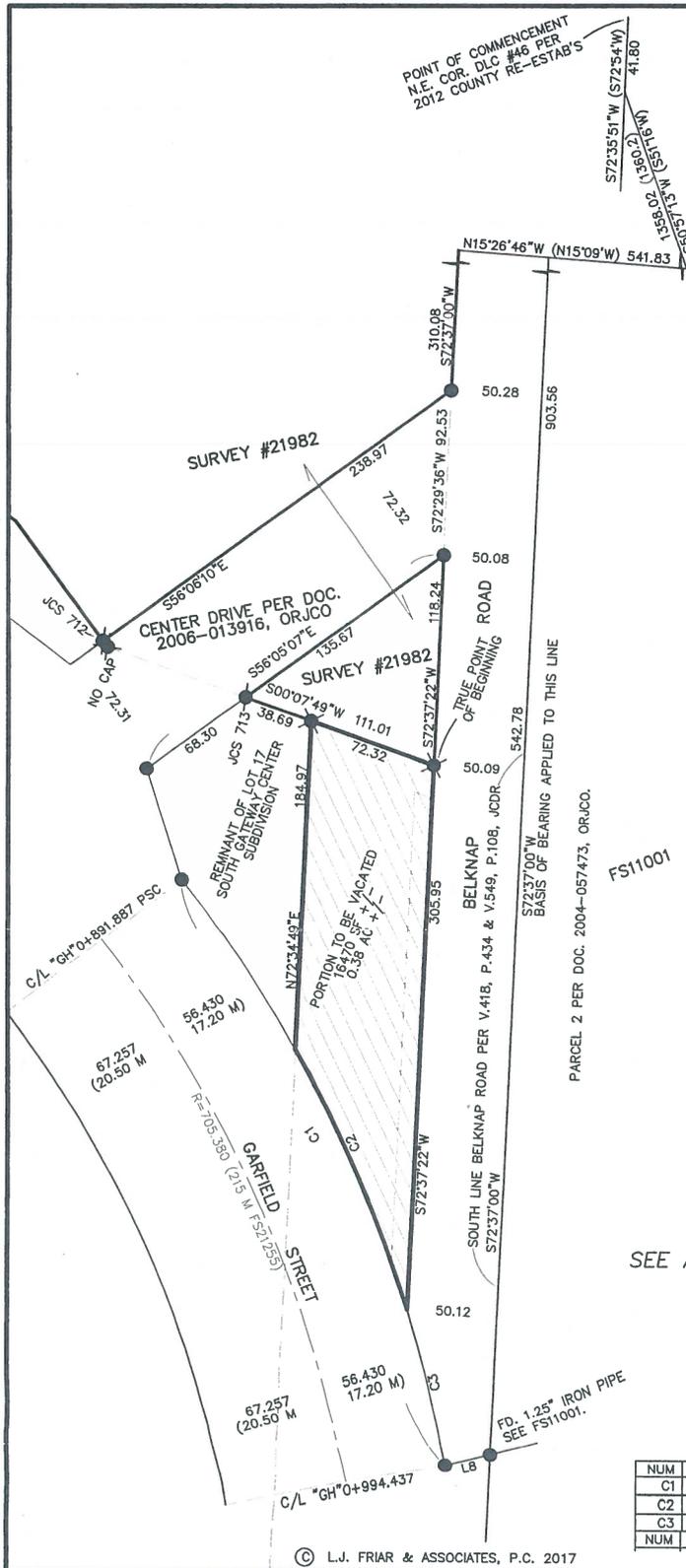


EXHIBIT MAPS 11 X 17

- | | |
|------------------|---|
| EXHIBIT C | Map of area proposed for vacation |
| EXHIBIT N | Affected Area Map (original proposal) |
| EXHIBIT O | Affected Area Map (revised proposal) |
| EXHIBIT P | Map attached to letter from C A Galpin |

EXHIBIT MAP
BELKNAP ROAD VACATION
 Located in the S.W. 1/4 of Sec. 32,
 T.37S, R.1W, W.M.
 In the City of Medford
 Jackson County, Oregon
 (Medford File #SV-17-039)



COURSE DATA TABLE

NUM	DELTA	ARC	RADIUS	CHORD
C1	27°19'30"	363.32	761.81	N45°55'39"E 359.88
C2	11°56'25"	158.76	761.81	N46°52'42"E 158.47
C3	06°44'30"	89.64	761.81	N56°13'09"E 89.59
NUM	BEARING	DISTANCE		

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REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

James E. Hibbs

OREGON
 JULY 17, 1986
 JAMES E. HIBBS
 2234

RENEWAL DATE: 6-30-19

TITLE:
 PORTION OF BELKNAP TO BE VACATED

ASSESSOR'S MAP #:
 371W32B

FOR:
 GALPIN GANG, LLC
 744 CARDLEY, SUITE 100
 MEDFORD, OR 97504

L.J. FRIAR & ASSOCIATES P.C.
 CONSULTING LAND SURVEYORS

P.O. Box 1947, Phoenix, OR 97535
 Phone: (541) 772-2782
 Email: lfriar@charter.net

DATE:
 17 JULY 2017

SCALE:
 1 inch : 80 feet

DRAWN BY: JEH
 CHK BY:

ORIGIN:

ROTATION: 290°
 JOB#: 15217FM

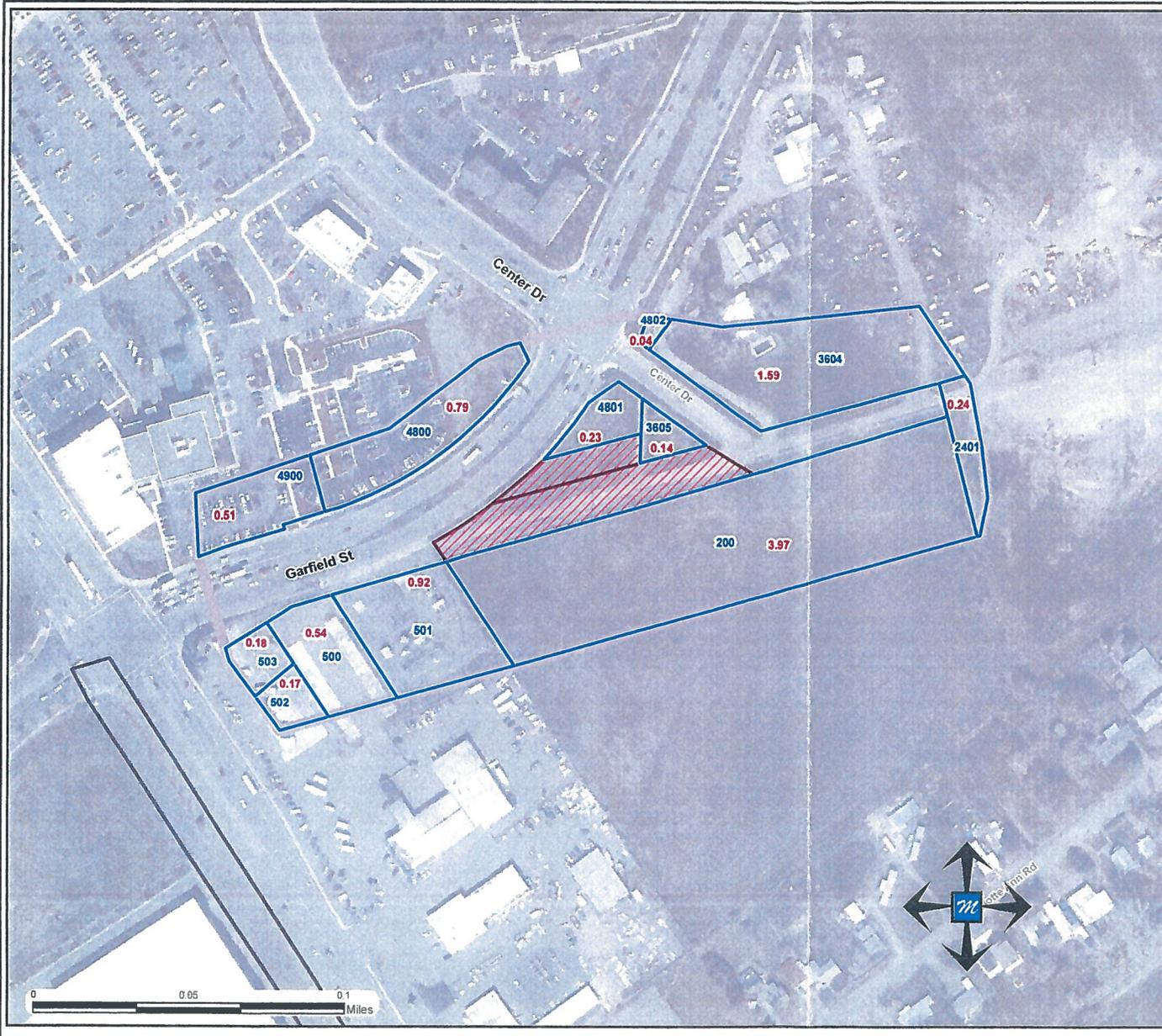
Sheet 1 of 1
 CITY OF MEDFORD
 EXHIBIT # C
 File # SV-17-039

City of
Medford SV-17-039

Belknap Area Analysis

Legend

-  Subject Taxlot clipped to Subject Area
-  Subject Area (based on Buffer req.)
-  Belknap Street Vacation Area



TAXLOT	FEEOWNER	ACRES
200	KOLLN MICHAEL T TRUSTEE ET	3.97
3604	NASH HOLDINGS LLC	1.59
501	PACIFIC POWER/LIGHT CO	0.92
4800	ROGUE FEDERAL CREDIT UNION	0.79
500	SKINNER JOHN A	0.54
4900	ROGUE FEDERAL CREDIT UNION	0.51
2401	NASH LLC	0.24
4801	GALPIN GANG LLC	0.23
503	SKINNER JCHN A	0.18
502	SKINNER JCHN A	0.17
3605	SOUTHSIDE CENTER LLC	0.14
4802	SOUTHSIDE CENTER LLC	0.04

TOTAL ACRES OF TAXLOTS CLIPPED TO SUBJECT AREA: 9.32

CITY OF MEDFORD
EXHIBIT # 
File # SV-17-039



No guarantee or warranty is expressed or implied in terms of data accuracy or legitimacy. This product is intended for use as public information and precise interpretations of the official record should be solicited from the City of Medford.

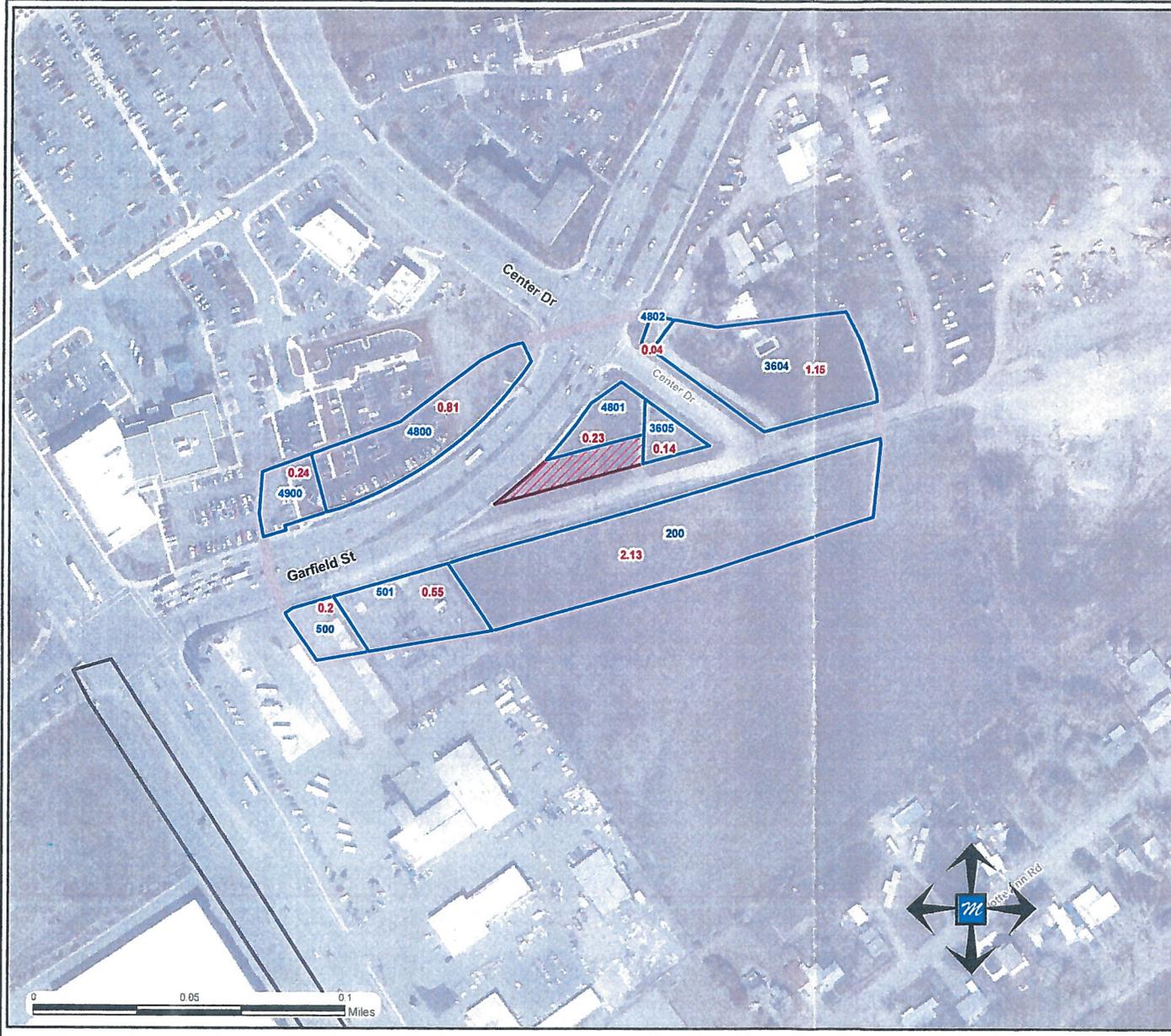
8.2.17

City of
Medford SV-17-039

**Belknap Area Analysis
North Option**

Legend

-  Subject Taxlot clipped to Subject Area
-  Subject Area (based on Buffer req.)
-  Belknap Street Vacation Area (North Option)



TAXLOT	FEEOOWNER	ACRES
200	KOLLN MICHAEL T TRUSTEE ET	2.13
3604	NASH HOLDINGS LLC	1.15
4800	ROGUE FEDERAL CREDIT UNION	0.81
501	PACIFIC POWER/LIGHT CO	0.55
4900	ROGUE FEDERAL CREDIT UNION	0.24
4801	GALPIN GANG LLC	0.23
500	SKINNER JOHN A	0.2
3605	SOUTHSIDE CENTER LLC	0.14
4802	SOUTHSIDE CENTER LLC	0.04

TOTAL ACRES OF TAXLOTS CLIPPED TO SUBJECT AREA: 5.48

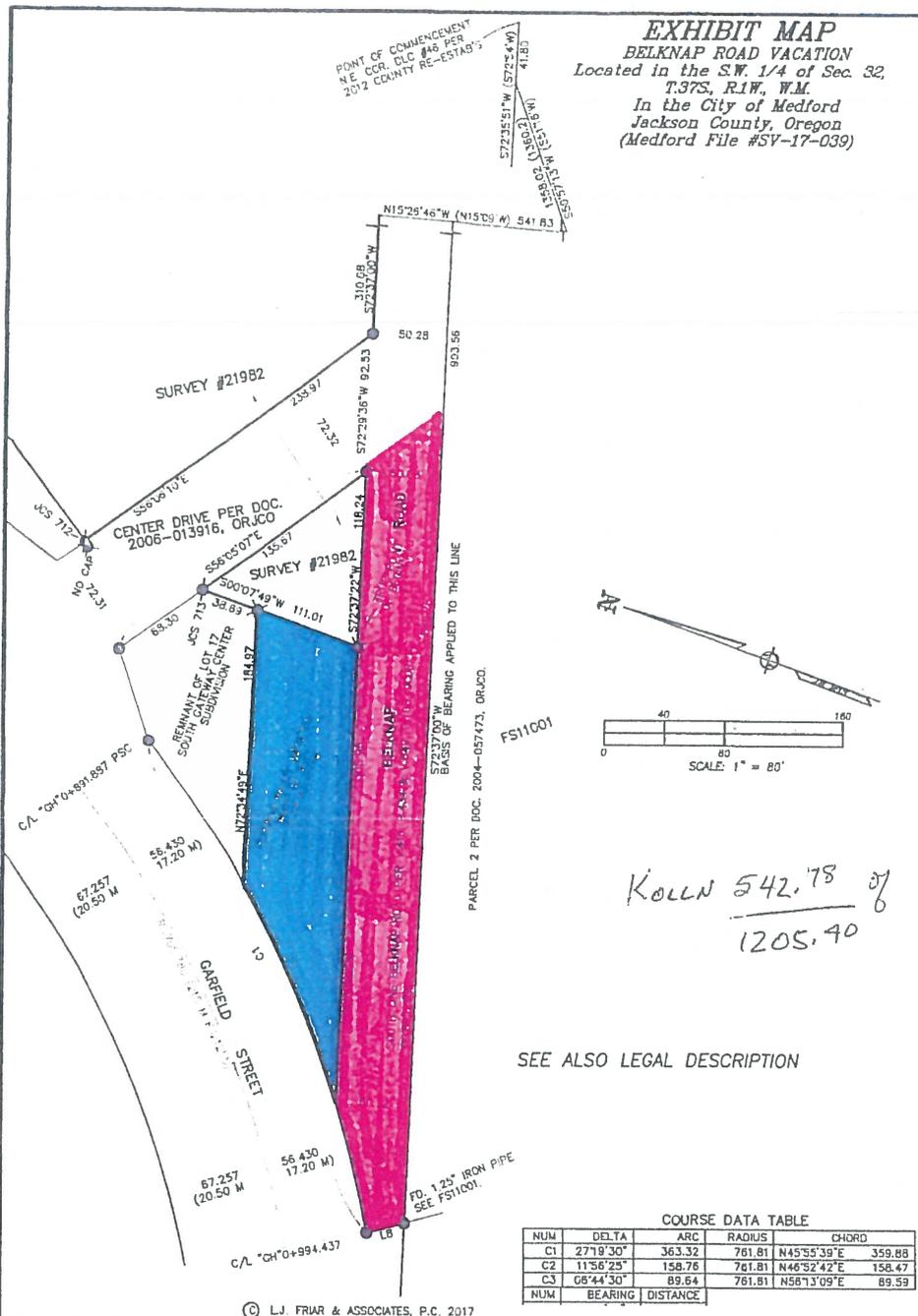
CITY OF MEDFORD
EXHIBIT # 
File # SV-17-039



8.2.17

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EXHIBIT MAP
BELKNAP ROAD VACATION
 Located in the S.W. 1/4 of Sec. 32,
 T.37S, R.1W, W.M.
 In the City of Medford
 Jackson County, Oregon
 (Medford File #SV-17-039)



KOLLN 542.78 of 1205.40

SEE ALSO LEGAL DESCRIPTION

COURSE DATA TABLE

NUM	DELTA	ARC	RADIUS	CHORD
C1	27°19'30"	363.32	761.81	N45°55'39"E 359.88
C2	11°56'25"	158.76	761.81	N46°52'42"E 158.47
C3	06°44'30"	89.64	761.81	N56°13'09"E 89.59
NUM	BEARING	DISTANCE		

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REGISTERED PROFESSIONAL LAND SURVEYOR
James E. Hibbs
 OREGON
 JULY 17, 1986
 JAMES E. HIBBS
 2234
 RENEWAL DATE: 6-30-19

TITLE:
PORTION OF BELKNAP TO BE VACATED
 ASSESSOR'S MAP #:
371W32B
 FOR: **GALPIN GANG, LLC**
744 CARDLEY, SUITE 100
MEDFORD, OR 97504

L.J. FRIAR & ASSOCIATES P.C.
 CONSULTING LAND SURVEYORS
 P.O. Box 1947, Phoenix, OR 97535
 Phone: (541) 772-2782
 Email: ljfriar@charter.net

DATE:
 17 JULY 2017
 SCALE:
 1 inch : 80 feet
 DRAWN BY: JEH
 CHK BY:
 ORIGIN
 ROTATION: 297
 JOB#: 15217FM
 Sheet 1 of 1.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.2

www.ci.medford.or.us

DEPARTMENT: Finance/City Manager's Office
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun

AGENDA SECTION: Public Hearings
MEETING DATE: December 7, 2017

COUNCIL BILL 2017-138

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

SUMMARY AND BACKGROUND

The Finance Department is presenting a supplemental budget which will affect three departments and four funds as outlined below. The total impacted is a \$3,094,030 increase in appropriations for the 2017-2019 biennium. ORS 294.471 provides for a Supplemental Budget process. This supplemental budget is being presented in a public hearing due to the Park SDC fund, the Park Improvement fund and the General Bond fund are increasing appropriations by more than 10%. When that occurs, a public hearing is required.

PREVIOUS COUNCIL ACTIONS

June 15, 2017 – Council Bill 2017-57 – resolution adopting the 2017-2019 biennial budget.

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

ANALYSIS

General Fund (100):

The Fire Department is requesting to recognize and appropriate \$17,030 of unbudgeted revenue. The revenue is reimbursement from the State of Oregon for the Nena Springs deployment. The corresponding appropriation is a \$12,300 increase to personnel service - overtime and a \$4,730 increase in materials and service – operating tools.

Revenue Bond Fund (161)

The Finance Department is requesting to recognize and appropriate \$1,505,000 of unbudgeted transfer revenue. The corresponding appropriation is a \$1,505,000 increase to debt service payments. The debt payment will drop the total outstanding debt from the 2007 bond issuance to \$10,000,000 which will then be refunded in the transaction that was approved by Council on November 16, 2017.

Park SDC Fund (620)

The Parks, Recreation and Facilities Department is requesting to appropriate \$1,000,000 from a greater than budgeted beginning fund balance. (There will still be \$890,000 available to appropriate of greater than budgeted beginning fund balance and can be part of a future supplemental budget if the department chooses to appropriate it.) The corresponding appropriation is a \$1,000,000 transfer to the debt service fund. The transfer, when combined with the transfer from the Park Improvement Fund (630) will enable the General Bond fund to pay down the outstanding debt from the 2007 bond issuance to \$10,000,000. The remaining \$10,000,000 will then be refunded in the transaction that was approved by Council on November 16, 2017.

Park Improvement Fund (630)

The Parks, Recreation and Facilities Department is requesting to appropriate \$572,000 from a greater than budgeted beginning fund balance. (There will still be \$596,640 available to appropriate of greater than budgeted beginning fund balance and can be part of a future supplemental budget if the department chooses to appropriate it.) The corresponding appropriation is a \$505,000 transfer to the debt service fund and \$67,000 to pay for the refinancing costs. This transfer, when combined with the transfer from the Park SDC Fund (620) will enable the General Bond fund to pay down the outstanding debt from the 2007 bond



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.2

www.ci.medford.or.us

issuance to \$10,000,000. The remaining \$10,000,000 will then be refunded in the transaction that was approved by Council on November 16, 2017.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The proposed resolution will increase appropriations as follows:

General Fund (100)	\$ 17,030
General Bond Fund (161)	1,505,000
Park SDC Fund (620)	1,000,000
Park Improvement Fund (630)	<u>572,000</u>
Total	<u>\$ 3,094,030</u>

TIMING ISSUES

The bond refunding is in process so the timely approval of this resolution is needed to complete the transaction.

COUNCIL OPTIONS

- Approve the resolution as presented.
- Modify the resolution as presented.
- Deny the resolution as presented and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

SUGGESTED MOTION

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

EXHIBITS

Resolution

Supplemental Budget Request is attached

RESOLUTION NO. 2017-138

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

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

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

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

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

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

www.ci.medford.or.us

DEPARTMENT: City Manager's Office
PHONE: (541) 774-2009
STAFF CONTACT: Kelly A. Madding, Deputy City Manager

AGENDA SECTION: Consent Calendar
MEETING DATE: December 7, 2017

COUNCIL BILL 2017-139

An ordinance granting to LightSpeed Networks, Inc. (dba "LS Networks") the non-exclusive franchise to use the public way to construct and maintain communication facilities within the City of Medford.

SUMMARY AND BACKGROUND

The City Council is being asked to review and take action on a franchise agreement with LightSpeed Networks, Inc. (dba "LS Networks") for the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford. Within the franchise agreement, a public way is defined as any highway, street, road, alley, right-of-way, pedestrian or bicycle easement, park area, utility easement for public use or other public property within the city.

Founded in Oregon, LS Networks serves businesses throughout the Northwest. Their network is designed to deliver data and voice services.

PREVIOUS COUNCIL ACTIONS

On November 1, 2012 the City Council passed Ordinance No. 2012-168 granting LS Networks a franchise to construct and maintain communication facilities within the City of Medford. In addition, the 2017-2019 annual budget was adopted on October 19, 2017 via Resolution No. 2017-122. Expenditures in the 2017-2019 biennial budget are predicted upon the revenue the City budgeted to receive from LS Networks.

ANALYSIS

Staff has reviewed the franchise agreement and has recommended no changes to the 2012 LS Networks' franchise agreement. The term of the agreement is five years. LS Networks serves the states of Oregon and Washington and provides fiber-optic internet services to an estimated 10,000 people. In addition to the fiber broadband LS Networks also offers copper internet service to approximately 1,000 people. LS Networks provides services to large cities such as Tacoma and Portland but also many small rural cities such as Vale, Rickreall and Warren, Oregon.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The franchise agreement requires that LS Networks pay the City six percent of their gross revenues derived from communication facilities that utilize the public way within the corporate limits of the City, less net collectibles. The City collects approximately \$225,000 annually from LS Networks.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance as presented.
- Deny the ordinance or motion and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance approving a franchise agreement with the LightSpeed Networks for the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

EXHIBITS

Ordinance (which serves as the franchise agreement)

ORDINANCE NO. 2017-139

AN ORDINANCE granting to LightSpeed Networks, Inc. (dba "LS Networks") the non-exclusive franchise to use the public way to construct and maintain communication facilities within the City of Medford.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. As used in this Ordinance, the following words and phrases shall mean:

City: The City of Medford, Oregon.

City Manager: The City Manager of the City or his or her designee.

Communication Facilities: All wires, cables, conduits, poles, equipment, appliances, and associated structures used by Grantee in conducting its communications business.

Grantee: LightSpeed Networks, Inc. (dba "LS Networks") an Oregon Corporation with offices located at 921 SW Washington Street, Suite 370, Portland, Oregon 97205

Gross Revenues: Revenue of the Grantee or any affiliate of the Grantee in whatever form accrued from all sources in connection with operation of the communication facilities throughout the entire franchise area, and includes any amount even if separately identified or accounted for by the Grantee as franchise or other license fees, including but not limited to, revenues from subscribers and customers; installation fees, equipment fees, and other fees related to the communications service; advertising revenue; access and attachment charges paid to the Grantee by other communications services or carriers; and revenue from the sale or lease of any wire, cable, facility, pole, duct, conduit or similar transmission equipment, all as subject to FCC rules and regulations with respect .

Public way: Any highway, street, road, alley, right-of-way, pedestrian or bicycle easement, park area, utility easement for public use or other public property within the city.

Section 2. Subject to the provisions and restrictions of this ordinance and the Charter and the Code of Medford, the City grants to grantee the non-exclusive privilege to use the public way to construct and maintain communication facilities within the corporate limits of the City.

Section 3. Grantee's communication facilities shall be installed underground unless Grantee contracts with another City of Medford franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its communication facilities. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager.

Grantee's use of the public way and all construction by Grantee shall be subject to and shall comply with the standard specifications and special provisions of the City, the Charter and ordinances of the City, and all other applicable federal, state, and local laws and regulations. No work affecting the public way shall be done by the Grantee without first obtaining the permits required by the City, which may include plan submittal, approval and the payment of fees before work begins.

Section 4. Where Grantee installs its communication facilities under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its communication facilities along the route of a planned bicycle path, City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.

Section 5. Upon completion of construction of any new facilities, Grantee shall promptly furnish City with 2 sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

Section 6. Nothing in this ordinance shall be construed in any way to prevent the City from constructing and maintaining any public improvement in any public way. In its construction and maintenance of public improvements, the City shall endeavor not to obstruct or prevent the free use by Grantee of its communication facilities.

Section 7. The City shall have the right to require Grantee to change the location of any communication facility within the public way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the City, the City will make a reasonable effort to provide Grantee with an alternate location for its facilities within the public way. City shall give Grantee written notice to relocate its facilities at least six months prior to the date established by the City as the deadline for relocation.

Section 8. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's communications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt of reasonable written notice from the business or person desiring the temporary change of the communication facilities. The notice shall:

- (a) be approved by the City Manager,
- (b) detail the route of movement,
- (c) provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice.

- (d) provide that the person or business giving the notice shall indemnify and hold harmless the Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of the Grantee's communication facilities, and
- (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of the Grantee's estimated costs as estimated by Grantee.

Section 9. Grantee shall at all times maintain all of its communication facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Parks and Recreation Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way caused by Grantee shall be repaired by Grantee at no cost to the city. Grantee shall have a local representative available at all times through the Rogue Basin Utilities Coordinating Council to locate Grantee's facilities for persons who need to excavate in the public way.

Section 10. Grantee shall indemnify and hold City harmless from any and all damages of any kind or character growing out of or arising by reason of the installation and maintenance of the Grantee's communication facilities in the City, except when resulting from negligence or willful misconduct of the City's officers, employees, or agents. Grantee also hereby agrees to indemnify and hold City harmless from any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities within a six (6) month period following written notice from the City to relocate, unless Grantee's failure arises directly from the negligence or willful misconduct of the City's officers, employees, or agents or from causes beyond Grantee's reasonable control.

Section 11. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the city for any liability, loss, or damage excluded under this Section 11.

Section 12. In consideration of the rights, privileges and franchise hereby granted, Grantee shall pay to City from and after the effective date of the acceptance of this franchise, annually, six percent (6%) of its gross revenues derived from its communication facilities that utilize the Public Way within the corporate limits of the City, less net uncollectibles. The reasonable value of any of Grantee's facilities used or reserved for use by the City without Grantee's prescribed charges shall be credited toward any payment due the City under this provision. Grantee shall make quarterly payments to the City on or before the 15th day following the quarter immediately preceding. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination. As used in this section, "use" includes, but is not limited to, street openings, construction and maintenance of fixtures or facilities by Grantee. To the extent that any separate

fees are imposed by the City on Grantee for street openings, construction, inspection or maintenance of fixtures or facilities, such fees may be deducted from the franchise fee payments required by this section. However, Grantee shall not deduct charges and penalties imposed by the City for cuts in a pavement under moratorium, noncompliance with charter provisions, ordinances, resolutions or permit conditions from the franchise fee payments required by this section. In the event that Grantee wishes to add Cable television services to its list of services, as regulated by the federal Communications Act of 1934, as amended, Grantee agrees that it must negotiate an additional agreement with City setting forth the terms and conditions governing such service. Other than as prescribed in Section 13 below, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions.

Section 13. The payment of the franchise fee shall be in addition to, not in lieu of, any local business license tax, or other taxes and permit fees not within the scope of this franchise agreement.

Section 14. The privileges and franchise herein granted shall commence when authorized by City, and be in force for a period of five (5) years from and after that date. This franchise may be terminated by the City at any time upon 30 days written notice for failure to comply with the other provisions of this agreement or the Code of Medford, unless such failure is remedied within the 30-day period. Otherwise, this agreement shall remain in effect.

Section 15. The City shall have the right to annually audit the books and records of the Grantee to verify compliance with the terms and conditions of this franchise. At the City's request, the Grantee shall provide the City's auditors access to the Grantee's books and records, as necessary, to conduct a thorough audit.

Section 16. With each franchise fee payment, the Grantee shall furnish a sworn statement setting forth the amount and calculation of the payment. The statement shall detail the revenues received by the Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenues claimed by the Grantee in calculating the franchise fee.

Section 17. City's consent shall be required for assignment, transfer, merger, lease or mortgage.

(a) Neither this franchise nor any property owned and operated by Grantee by authority hereof shall be sold, leased, mortgaged, assigned or otherwise transferred without the prior consent of the City as expressed by ordinance, except to entities that control, are controlled by, or are under common control with the Grantee. Grantee shall notify the City of any transfers to such entities within ten (10) days of such transfers. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of fiber optic cable system tangible assets for the purpose of financing the acquisition of equipment for or the construction and operation of the system without the

City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights contained in this franchise.

(b) Grantee shall not lease or sublease any of its pipes, wires, conduits, or other facilities, or the public right-of-way in which such are contained, without the City's consent as expressed by ordinance. However, Grantee may dedicate or lease its fiber optic cable system or any portion thereof, or otherwise make its fiber optic cable system available in the ordinary conduct of its business as a telecommunications company, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its fiber optic cable system, and so long as City's bandwidth or access speed are not diminished.

Section 18. The City Manager is authorized to act for the City in all matters pertaining to this franchise. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within twenty-one days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given.

Section 19. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City: City Manager
Medford City Hall
411 West 8th St.
Medford, OR 97501

To Grantee: LS Networks
921 SW Washington Street, Suite 370
Portland, Oregon 97205

Notice of change of address may be given in the same manner as any other notice.

Section 20. Grantee shall, within thirty (30) days of the passage of this ordinance, file with the City Recorder its written acceptance of all the terms and conditions of this ordinance.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

DEPARTMENT: City Manager's Office

PHONE: (541) 774-2009

STAFF CONTACT: Kelly A. Madding, Deputy City Manager

AGENDA SECTION: Consent Calendar

MEETING DATE: December 7, 2017

COUNCIL BILL 2017-140

An ordinance granting to City of Ashland, Information Technology Department, Ashland Fiber Network Division, the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

SUMMARY AND BACKGROUND

The City Council is being asked to review and take action on a franchise agreement with the City of Ashland, Information Technology, Ashland Fiber Network Division (hereafter referred to as "AFN") for the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

PREVIOUS COUNCIL ACTIONS

On June 15, 2006 the City Council passed Ordinance No. 2006-131 granting AFN a franchise to construct and maintain communication facilities within the City of Medford.

ANALYSIS

The franchise agreement with AFN authorized by Ordinance No. 2006-3-131 expired June 15, 2011. At that time the AFN Director did not believe another franchise was required. However, the current AFN Director concurs with the City of Medford that a franchise agreement is required. Doug Townsend, Technology Services Director has worked closely with the AFN Director on the proposed franchise agreement.

The majority of the changes to the franchise agreement are in Section 12(a). The changes offer several advantages to the City of Medford:

- 1) The City will save \$6,000 annually when it ceases to pay AFN for Internet service, which is the current practice. Moving forward, Internet bandwidth will be provided at no cost as a provision of the Franchise Agreement;
- 2) This Internet bandwidth will be at greater and sustained speeds. To accomplish this, AFN will replace older technology with newer technology. This improved bandwidth better positions the City to capitalize on remote cloud services;
- 3) AFN will install fiber to a new location for the City of Medford, namely U.S. Cellular Community Park (USCCP). This allows the City to install security cameras to help alleviate a current issue of vandalism at the park. In addition, with fiber installed at USCCP, Parks and Recreation will gain the ability to stream games over the Internet, something they have been wishing to provide since the park opened for both league and tournament play;
- 4) The value to the City for AFN's services is calculated at \$36,000 annually, which allows the City to collect franchise fees from AFN, should AFN's revenues for their Medford customers exceed \$36,000; and
- 5) An overt statement regarding "pavement cut moratorium fees" has been added at the direction of the City's Public Works Director.



The term of the franchise agreement is five years.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Immediately, the City will save \$6,000 annually. Currently the City of Medford is paying \$500 per month, or \$6,000 annually for internet services. As a result of this franchise agreement the City will no longer pay this charge. There may be additional franchise revenue to the City should AFN's gross revenues exceed \$36,000. If that were to occur the City would collect seven percent of AFN's gross revenues less net uncollectible.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance as presented.
- Deny the ordinance or motion and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance approving a franchise agreement with the City of Ashland, Information Technology, Ashland Fiber Network Division for the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

EXHIBITS

Ordinance (which serves as the franchise agreement)

ORDINANCE NO. 2017-140

AN ORDINANCE granting to City of Ashland, Information Technology Department, Ashland Fiber Network Division, the non-exclusive privilege to use the public way to construct and maintain communication facilities within the City of Medford.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. As used in this Ordinance, the following words and phrases shall mean:

City: The City of Medford, Oregon.

City Manager: The City Manager of the City or his or her designee.

Communication Facilities: All wires, cables, conduits, poles, equipment, appliances, and associated structures used by Grantee in conducting its communications business.

Grantee: (AFN or City of Ashland), its successors and assigns.

Gross Revenues: Revenue of the Grantee or any affiliate of the Grantee in whatever form accrued from all sources in connection with operation of the communication facilities throughout the entire franchise area, and includes any amount even if separately identified or accounted for by the Grantee as franchise or other license fees, including but not limited to, revenues from subscribers and customers; installation fees, equipment fees, and other fees related to the communications service; advertising revenue; access and attachment charges paid to the Grantee by other communications services or carriers; and revenue from the sale or lease of any wire, cable, facility, pole, duct, conduit or similar transmission equipment.

Public way: Any highway, street, road, alley, right-of-way, pedestrian or bicycle easement, park area, utility easement for public use or other public property within the city.

Section 2. Subject to the provisions and restrictions of this ordinance and the Charter and the Code of Medford, the City grants to grantee the non-exclusive privilege to use the public way to construct and maintain communication facilities within the corporate limits of the City, on the route shown in attached Exhibit A, which is hereby incorporated.

Section 3. Grantee's communication facilities shall be installed underground unless Grantee contracts with another City of Medford franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its communication facilities. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager.

Grantee's use of the public way and all construction by Grantee shall be subject to and shall comply with the standard specifications and special provisions of the City, the Charter and ordinances of the City, and all other applicable federal, state, and local laws and regulations. No work affecting the public way shall be done by the Grantee without first obtaining the permits required by the City, which may include plan submittal, approval and the payment of fees before work begins.

Section 4. Where Grantee installs its communication facilities under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its communication facilities along the route of a planned bicycle path, City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.

Section 5. Upon completion of construction of any new facilities, Grantee shall promptly furnish City with 2 sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

Section 6. Nothing in this ordinance shall be construed in any way to prevent the City from constructing and maintaining any public improvement in any public way. In its construction and maintenance of public improvements, the City shall endeavor not to obstruct or prevent the free use by Grantee of its communication facilities.

Section 7. The City shall have the right to require Grantee to change the location of any communication facility within the public way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the City, the City will make a reasonable effort to provide Grantee with an alternate location for its facilities within the public way. City shall give Grantee written notice to relocate its facilities at least six months prior to the date established by the City as the deadline for relocation.

Section 8. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's communications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt of reasonable written notice from the business or person desiring the temporary change of the communication facilities. The notice shall:

- (a) be approved by the City Manager,
- (b) detail the route of movement,
- (c) provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice.

- (d) provide that the person or business giving the notice shall indemnify and hold harmless the Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of the Grantee's communication facilities, and
- (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of the Grantee's estimated costs as estimated by Grantee.

Section 9. Grantee shall at all times maintain all of its communication facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Parks and Recreation Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way caused by Grantee shall be repaired by Grantee at no cost to the city. Grantee shall have a local representative available at all times through the Rogue Basin Utilities Coordinating Council to locate Grantee's facilities for persons who need to excavate in the public way.

Section 10. Grantee shall indemnify and hold City harmless from any and all damages of any kind or character growing out of or arising by reason of the installation and maintenance of the Grantee's communication facilities in the City, except when resulting from negligence or willful misconduct of the City's officers, employees, or agents. Grantee also hereby agrees to indemnify and hold City harmless from any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities within a six (6) month period following written notice from the City to relocate, unless Grantee's failure arises directly from the negligence or willful misconduct of the City's officers, employees, or agents or from causes beyond Grantee's reasonable control.

Section 11. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the city for any liability, loss, or damage excluded under this Section 11.

Section 12. In consideration of the privileges and franchise granted, Grantee shall provide to City the following equipment and services:

Install and maintain during the term of this franchise all necessary equipment, including but not limited to switches, cables, and associated equipment from Medford City Hall Annex and USCCP maintenance shack to Medford City Hall with connection to AFN's fiber infrastructure in Ashland and from Medford City Hall to

Qwest Point of Presence at 2nd and Fir Streets in Medford. City access to the AFN Network shall be 1Gbit connection, City access to AFN's high-speed Internet service shall not be less than 200Mbit 95th percentile measured monthly. AFN will provide to Medford City Hall Annex and USCCP 1Gbit Ethernet connection. All equipment pertaining to the support of this connection will be operable at the time AFN provides any communications service to any location in City, will remain the property of AFN, and will be maintained by AFN. AFN will provide secondary DNS service for City and 32 publicly addressable IP addresses. AFN agrees that it will maintain service to Medford City Hall and USCCP in the same manner as it provides service to its other customers located within City. AFN agrees that it will provide access to its trunk line for any other premises located within City so long as such customers pay for AFN services. The City of Medford will not resale Internet services that utilize the Ashland Fiber Network equipment or infrastructure without prior written consent. City agrees to be bound by AFN's Acceptable Use Policy and Terms of Service. City and AFN agree that the reasonable value of services provided to City is \$36,000.

In further consideration of rights, privileges and franchise hereby granted, Grantee shall pay to City from and after the effective date of the acceptance of this franchise, annually, seven percent (7%) of its gross revenues in excess of \$36,000 derived from its communication facilities within the corporate limits of the City, less net uncollectibles. The reasonable value of any of Grantee's facilities used or reserved for use by the City without Grantee's prescribed charges shall be credited toward any payment due the City under this provision. Grantee shall make annual payments to the City on or before January 15 for the calendar year immediately preceding. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination. As used in this section, "use" includes, but is not limited to, street openings, construction and maintenance of fixtures or facilities by Grantee. To the extent that any separate fees are imposed by the City on Grantee for street openings, construction, inspection or maintenance of fixtures or facilities, such fees may be deducted from the franchise fee payments required by this section. However, Grantee shall not deduct charges and penalties imposed by the City for pavement cut moratorium fees, noncompliance with charter provisions, ordinances, resolutions or permit conditions from the franchise fee payments required by this section. In the event that Grantee wishes to add Cable television services to its list of services, as regulated by the federal Communications Act of 1934, as amended, Grantee agrees that it must negotiate an additional agreement with City setting forth the terms and conditions governing such service.

(b) Other than as prescribed in Section 13 below, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions.

Section 13. The payment of the franchise fee shall be in addition to, not in lieu of, any local business license tax, or other taxes and permit fees not within the scope of this franchise agreement.

Section 14. The privileges and franchise herein granted shall commence when authorized by City, and be in force for a period of five (5) years from and after that date. This franchise may be terminated by the City at any time upon 30 days written notice for failure to comply with the other provisions of this agreement or the Code of Medford, unless such failure is remedied within the 30-day period. Otherwise, this agreement shall remain in effect.

Section 15. The City shall have the right to annually audit the books and records of the Grantee to verify compliance with the terms and conditions of this franchise. At the City's request, the Grantee shall provide the City's auditors access to the Grantee's books and records, as necessary, to conduct a thorough audit.

Section 16. With each franchise fee payment, the Grantee shall furnish a sworn statement setting forth the amount and calculation of the payment. The statement shall detail the revenues received by the Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenues claimed by the Grantee in calculating the franchise fee.

Section 17. City's consent shall be required for assignment, transfer, merger, lease or mortgage.

(a) Neither this franchise nor any property owned and operated by Grantee by authority hereof shall be sold, leased, mortgaged, assigned or otherwise transferred without the prior consent of the City as expressed by ordinance, except to entities that control, are controlled by, or are under common control with the Grantee. Grantee shall notify the City of any transfers to such entities within ten (10) days of such transfers. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of fiber optic cable system tangible assets for the purpose of financing the acquisition of equipment for or the construction and operation of the system without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights contained in this franchise.

(b) Grantee shall not lease or sublease any of its pipes, wires, conduits, or other facilities, or the public right-of-way in which such are contained, without the City's consent as expressed by ordinance. However, Grantee may dedicate or lease its fiber optic cable system or any portion thereof, or otherwise make its fiber optic cable system available in the ordinary conduct of its business as a telecommunications company, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its fiber optic cable system, and so long as City's bandwidth or access speed are not diminished.

Section 18. The City Manager is authorized to act for the City in all matters pertaining to this franchise. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within twenty-one days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given.

Section 19. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City: City Manager
Medford City Hall
411 West 8th St.
Medford, OR 97501

To Grantee: City of Ashland
IT Department
Ashland Fiber Network Division
90 North Mountain Ave.
Ashland, OR 97520

Notice of change of address may be given in the same manner as any other notice.

Section 20. Grantee shall, within thirty (30) days of the passage of this ordinance, file with the City Recorder its written acceptance of all the terms and conditions of this ordinance.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

DEPARTMENT:	Public Works	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	(541) 774-2100	MEETING DATE:	December 7, 2017
STAFF CONTACT:	Cory Crebbin, Public Works Director		

COUNCIL BILL 2017-141

An ordinance authorizing execution of an Intergovernmental Agreement with Jackson County and the City of Central Point for the construction and maintenance of Table Rock Road from Lone Pine Creek Road to Biddle Road.

SUMMARY AND BACKGROUND

Council is requested to consider an Intergovernmental Agreement (IGA) between the City of Medford, City of Central Point and Jackson County for the construction of Table Rock Road from Lone Pine Creek to Biddle Road. The Jackson County applied for grants through the Rogue Valley Area on Transportation (RVACT) and the Rogue Valley Metropolitan Planning Organization (RVMPO) to improve this section of roadway. When the County improves a road to City standards the local jurisdiction is normally required to take over maintenance and operations of said facility. Because Table Rock Road divides two cities down the centerline there is no clear jurisdiction to take over the roadway. The County agreed to keep jurisdiction of the roadway if the two cities agree to split the cost of the grant match three ways with the County. This IGA provides for a maximum match from each city in the amount of \$269,879.84.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017, the Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2019 which includes this project on page 8-45.

ANALYSIS

Table Rock Road divides the City of Central Point and the City of Medford down the centerline of the road and is currently a Jackson County maintenance responsibility. For several years staff from both the City of Medford and City of Central Point have met to discuss how to maintain Table Rock Road once it is improved. The impacts from development on both sides of Table Rock Road will increase long term maintenance costs and there is no feasible way to only maintain half a roadway. When the County committed to pursue grant funding from the RVACT and RVMPO both cities were supportive of the project. When funding became available, the County had a large match obligation for the project and proposed a three-way split of the match in return for the County keeping jurisdiction of the roadway.

The project will create approximately 3.85 lane miles of roadway to maintain. Based on the current spending level for street maintenance, staff determined this section of roadway would cost the City over \$300,000 for 20 years of maintenance. Staff determined that the County offer results in the lowest life cycle cost and agreed to pursue this IGA.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Expenditure of \$269,879.84. The Biennial Budget 2017-2019 includes \$250,000 for this project on page 8-45. The remaining \$19,879.84 will come from Street SDC Credits located on page 8-54 of the budget.

TIMING ISSUES

The County needs to deposit money with the State of Oregon in December 2017 so the project can move forward into the construction phase. Construction is anticipated to start in 2018.

COUNCIL OPTIONS

- Approve the ordinance as presented
- Modify and approve the ordinance
- Deny the ordinance and provide direction to staff regarding negotiation of future jurisdiction of the roadway



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

www.ci.medford.or.us

Item No: 80.1

STAFF RECOMMENDATION

Staff recommends approval of the ordinance for an IGA with the City of Central Point and Jackson County.

SUGGESTED MOTION

I move to approve the ordinance approving an IGA with the City of Central Point and Jackson County for Table Rock Road between Lone Pine Creek and Biddle Road.

EXHIBITS

Ordinance
Agreement
Site Map

ORDINANCE NO. 2017-141

AN ORDINANCE authorizing execution of an Intergovernmental Agreement with Jackson County and the City of Central Point for the construction and maintenance of Table Rock Road from Lone Pine Creek Road to Biddle Road.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an Intergovernmental Agreement with Jackson County and the City of Central Point for the construction and maintenance of Table Rock Road from Lone Pine Creek Road to Biddle Road, which is on file in the City Recorder's office, is hereby authorized.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

**INTERGOVERNMENTAL AGREEMENT
for
TABLE ROCK ROAD IMPROVEMENTS (I-5 TO BIDDLE)**

PARTIES

This agreement, hereinafter referred to as “Agreement”, is made and entered into by and between the County of Jackson, Board of Commissioners, herein after referred to as “County” and the Cities of Central Point and Medford, herein after referred to as “Central Point” and “Medford”. County, Central Point and Medford are hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, the County is authorized to jointly provide for the performance of a function or activity in cooperation with a “unit of local government” that includes cities or other governmental authority in Oregon. By acceptance of this Agreement, Central Point and Medford certify that they meet the above criteria for eligibility for such cooperation with the County.
2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

1. The County plans road improvements to Table Rock Road from I-5 to Biddle, hereafter “Table Rock Road Project”. The project is further described in Project Agreement No. 30442 between Jackson County and the State of Oregon through its Department of Transportation, hereafter ODOT, hereafter “Agreement No. 30442”. The parties acknowledge Agreement No. 30442.
2. Table Rock Road north of the Interstate 5 overcrossing is under County jurisdiction. Within the limits of the Table Rock Road Project, the western side of Table Rock Road is wholly within the Central Point Urban Grown Boundary and partially within the Central Point City Limits. Within the limits of the Table Rock Road Project, the eastern side of Table Rock Road is wholly within the Medford Urban Grown Boundary and partially within the Medford City Limits.
3. County will continue jurisdiction, operation and maintenance of Table Rock Road within the project limits following completion of the Table Rock Road Project.

4. The parties agree to each pay one-third of the total Table Rock Road Project match requirement in Agreement No. 30442.
5. Central Point plans to install a fourth (west) leg of the Table Rock Road/Airport Road intersection following completion of the Table Rock Road Project. As an element of the Table Rock Road Project, Central Point requests that the County assist in acquiring needed right-of-way for this future project from parcel 37 2W 12B tax lot 901. This acquisition process shall conform to the requirements of Agreement No. 30442.
6. Medford plans to install a future storm drain facility along Airport Road, across Table Rock Road and continuing to Bear Creek. As an element of the Table Rock Road Project, Medford requests that the County install a storm drain pipe across Table Rock Road to facilitate this future project. This installation shall conform to the requirements of Agreement No. 30442.

AGREEMENT

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.

COOPERATION AND SERVICES TO BE SHARED

1. County Responsibilities:
 - a. The County, with assistance of ODOT, shall deliver the Table Rock Road Project in accordance with Agreement No. 30442.
 - b. County shall pay the match requirement and any project overruns in accordance with Agreement No. 30442. County shall pay match for each phase of the project when invoiced by ODOT.
 - c. The County shall bill Central Point for one third, and Medford for one-third, of the total project match requirement in Agreement No. 30442 (“Total Project Match”) upon receipt of the Construction Phase match invoice from ODOT, or after July 1, 2017, whichever date is later. The maximum Total Project Match in Agreement No. 30442 is \$809,639.51. The maximum invoice amount to Central Point and Medford is \$269,879.84 each. The current Table Rock Road Project schedule sets the Total Project Match payment to be due from County to ODOT in February 2017.
 - d. The County shall design and install for Medford a storm drain pipe across Table Rock Road near Airport Road. The design and location of this pipe shall be approved by Medford prior to installation. If ODOT determines this storm drain pipe is non-participating, County shall bill Medford for non-participating costs.

- e. The County shall manage and pay all administrative costs associated with the acquisition of right-of-way from parcel 37 2W 12B tax lot 901 for purpose of constructing the fourth leg of the Table Rock Road/Airport Road intersection. These administrative costs shall include, but are not limited to, engineering design, description, appraisal, review appraisal, consultant and ODOT time and demolition costs. Central Point shall pay the actual cost to the property owner for acquisition of the right-of-way.
2. Central Point Responsibilities:
 - a. Central Point shall cooperate with the County in the project development for the Table Rock Road Project.
 - b. Central Point shall pay County for one-third of the Total Project Match for the Table Rock Road project, not to exceed \$269,879.84, within 30 days of receipt of invoice from County.
 - c. Central Point shall cooperate and review the right-of-way acquisition offer for the fourth leg of the Table Rock Road/Airport Road intersection as described in County Responsibility 1.e. Upon completion of this right-of-way acquisition, Central Point shall pay directly to the property owner all acquisition and relocation costs due to the property owner. In the event this acquisition requires condemnation, Central Point shall be the lead agency for the condemnation and shall be responsible for all filings, legal costs and judgments.
3. Medford Responsibilities:
 - a. Medford shall cooperate with the County in the project development for the Table Rock Road Project.
 - b. Medford shall pay County for one-third of the Total Project Match for the Table Rock Road project, not to exceed \$269,879.84, within 30 days of receipt of invoice from County.
 - c. Medford shall provide necessary design and engineering information related to the design of the storm drain pipe near Airport Road as described in County Responsibility 1.d. and shall provide timely review of the storm drain facility design. In the event the storm drain pipe near Airport Road is deemed non-participating by ODOT, Medford shall reimburse County for all non-participating costs within 30 days of receipt of invoice for non-participating costs.

GENERAL TERMS

1. Duration:

- a. This Agreement shall be effective when signed by all parties and shall continue until the project is closed out by ODOT or pursuant to the termination section below.

2. Termination:

- a. Without Cause: This Agreement may be terminated (1) immediately by mutual consent of the parties; or (2) by any party upon thirty (30) days written notice delivered by certified mail or in person to the other parties.

- b. For Cause: Any party may terminate this Agreement, in whole or in part, effective upon delivery of written notice to all other parties or at such later date as may be established by the terminating party, under any of the following conditions:

- i. If the party's funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the performance of the Agreement;
- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the party's performance is no longer lawful.

- c. For Default or Breach

- i. Any party may terminate this Agreement in the event of a breach of the Agreement by another party. Prior to such termination, the party seeking termination shall give written notice of the breach and intent to terminate, delivered by certified mail or in person to the other parties. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other greater period as the party giving the notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice, delivered by certified mail or in person to the other parties.
- ii. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- d. Obligation/Liability of Parties:

parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

4. Indemnification:

- a. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each party to this Agreement shall be solely responsible for its own actions and/or omissions, and shall indemnify and hold the other parties harmless from any liability, cost or damage arising from its acts or omissions in the performance of this Agreement. Provided, however, that no party shall be required to indemnify any other party for any claim, loss or liability arising solely out of the wrongful act of the other party's elected officials, officers, employees, volunteers or agents. The provisions of this paragraph shall survive the expiration or termination of this agreement.

DELEGATION:

By signing below, the parties agree that the following individuals shall be the contact point for written notices, and shall have authority to execute this agreement, including any decision to terminate or amend with the understanding that any dollar amount of an additional work or change order will be limited by expense authority under the respective entity's contracting and purchasing regulations.

City of Central Point
Chris Clayton, City Administrator
140 So. Third Street
Central Point, OR 97502
541-664-3321

Jackson County
Danny Jordan, County Administrator
10 So. Oakdale
Medford, OR 97501
541-774-6001

City of Medford
Alex Georgevitch, Deputy Public Works Director
411 W. 8th Street
Medford, OR 97501
541-774-2100

THIS AGREEMENT AND ATTACHED EXHIBITS, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement effective on the last date signed below. Each Party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.

JACKSON COUNTY:

CITY OF CENTRAL POINT:

Danny Jordan (Date)
County Administrator
10 So. Oakdale
Medford, OR 97501

Name (Date)

Title

APPROVED AS TO LEGAL SUFFICIENCY:

CITY OF MEDFORD:

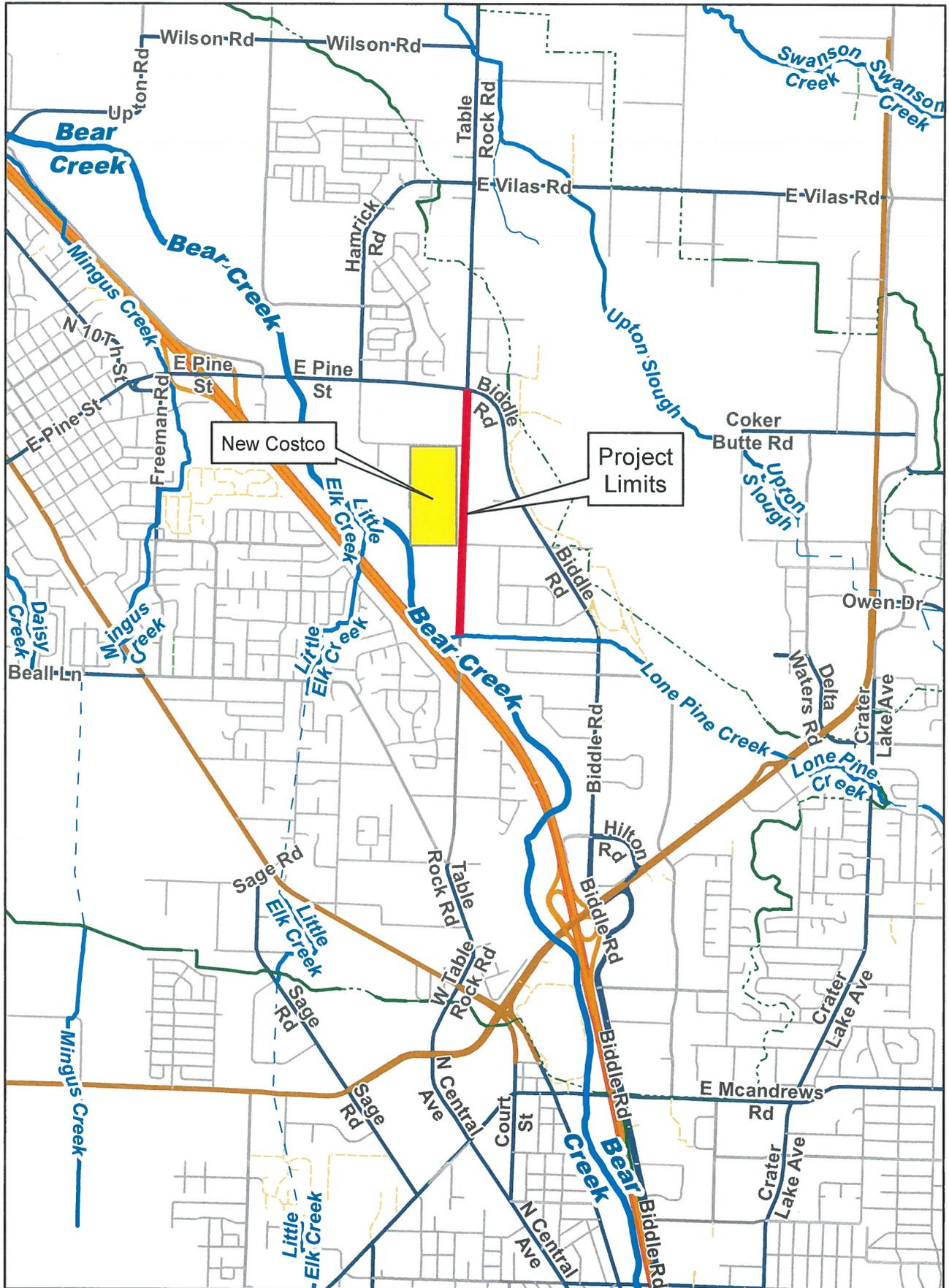
Sr. Asst. County Counsel

Date

Name (Date)

Title

Table Rock Road IGA Exhibit





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

DEPARTMENT: City Manager
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun, City Manager

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: December 7, 2017

COUNCIL BILL 2017-142

An ordinance authorizing execution of an agreement with the Chamber of Medford/Jackson County to provide promotional services for recreational, cultural, convention, and tourism-related activities and programs.

SUMMARY AND BACKGROUND

Council is requested to consider approval of a five (5) year agreement, with two (2) potential renewal periods, with The Chamber of Medford/Jackson County, dba Travel Medford to provide promotional services for recreational, cultural, convention and tourism-related activities and programs. This contract would provide payment for such services totaling 25% of the total transient lodging tax (TLT) collected by the City.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017 – Council passed a motion to renew the agreement with Travel Medford and appointed Clay Bearnson, Tim D'Alessandro, and Kim Wallan to negotiate an updated agreement.

On May 25, 2017 – A study session was held in order for staff to receive direction from Council regarding either renewing the agreement with Travel Medford or to issue a Request for Proposals in selecting a Destination Marketing Organization. Council directed staff to present both options for formal direction at a future Council meeting.

On March 17, 2016 - Council Bill 2016-34 was approved authorizing execution of an amended Agreement with the Chamber of Medford/Jackson County to include requested additions and to allow for an extension of time to finalize negotiations.

On June 17, 2010 – Council Bill 2010-137 was approved authorizing execution of an Agreement with the Chamber of Medford/Jackson County (Chamber) allowing payment to the Chamber of 25% of funds collected by the City from the Transient Lodging Tax.

ANALYSIS

The City of Medford currently has an agreement with the Chamber of Medford/Jackson County (Chamber), scheduled to expire on June 30, 2018, to provide promotion of the City of Medford for recreational, cultural, convention and tourist-related services and programs. These services are coordinated through a Destination Marketing Organization (DMO). Travel Medford serves as the City's DMO and is a division of The Chamber of Medford/Jackson County.

The Medford Municipal Code does not require the Council to formally advertise for services provided by a contracted DMO:

2.579 Advertising and Tourist Promotion Contracts

The manager may purchase advertising without competitive bidding or competitive quoting. Contracts for promoting the use of the city of Medford for recreational, cultural, convention and tourist-related activities and services are exempt from competitive bidding and competitive quoting.

[Added Sec. 3, Ord. No. 5510, Sept. 5, 1985.; Amd. Sec. 1, Ord. No. 6613, May 3, 1990; Amd. Sec. 39, Ord. No. 2002-37, March 7, 2002.]

Council passed a motion and directed staff to provide support along with arranging to negotiate a new agreement with Travel Medford along with appointing Councilmembers, Clay Bearnson, Tim D'Alessandro,



and Kim Wallan as the City negotiation team. Staff solicited comments from the Mayor and Council on items that should be considered for incorporation into the new agreement. The Council team and staff met on two different occasions to discuss and develop a draft agreement.

The draft agreement was presented to The Chamber/Travel Medford for their review. On October 12, 2017, both teams met and collaboratively agreed upon the terms of the contract that is being presented for consideration.

The proposed agreement contains items that are different than past versions and outlined as follows:

- Length of Term – Five (5) years for original term with renewal options for four (4) and six (6) year periods. The first term will place the expiration of the agreement on the same year as the end of the future biennium. The renewal options are even number years and will also expire at the end of future biennium.
- Event Promotion – Travel Medford will be required to spend no less than 5% of funds to expand existing events and/or attract new events that would provide for both day and overnight travelers. In addition, Travel Medford shall budget \$10,000 each year, in addition to the 5% listed previously, to help solicit, host and promote events at U.S. Cellular Community Park.
 - Travel Medford notes that in FY2016 there was \$15,000 budgeted for support of community events. This line item was increased for FY2017 to \$24,000 and for FY2018 to \$30,000. With the new requirement of spending no less than 5% this line item will increase to nearly \$50,000 for FY2019 which represents a 66% increase from the current budgeted total.
- Market Research & Advertising Effectiveness – These sections provide examples of research and survey methods required to report on the effectiveness of Travel Medford campaigns.
- Governance – Recognizes that Travel Medford has created a Travel Medford Tourism Council (TMTC) for the purpose of offering travel and hospitality expertise. The TMTC shall consist of thirteen (13) members which shall represent the lodging and other tourism industries with no one industry having a majority members.
- Purchasing & Contracting Requirements – Three bids will need to be sought for contracts that exceed \$25,000 and the TMTC shall review such bids.
- Reporting – Travel Medford will continue to provide a quarterly report to the City as well as an annual study session at the discretion of the Council to review activities or other areas as directed by the Council.

The termination clause remains unchanged where either party, upon 180 days' written notice to the other, may terminate the agreement.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Funding for FY2019 is contained in the 2017-19 Biennial Budget under the Community Promotion & Grants Fund 730. The details can be found on page 13-71 of the approved budget. Funding for subsequent years will be part of future biennial budget development and approval.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

TIMING ISSUES

The Chamber of Medford/Jackson County, dba Travel Medford is requesting approval of the contract in order to move forward with the planning and purchasing of advertising that is completed 9-12 months in advance of publication.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance as presented.
- Deny the ordinance and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the contract.

SUGGESTED MOTION

I move to approve the ordinance authorizing an agreement with The Chamber of Medford/Jackson County, dba Travel Medford to provide destination marketing organization services as outlined in the agreement.

EXHIBITS

Ordinance

Proposed agreement

ORDINANCE NO. 2017-142

AN ORDINANCE authorizing execution of an agreement with the Chamber of Medford/Jackson County to provide promotional services for recreational, cultural, convention, and tourism-related activities and programs.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That execution of an agreement with the Chamber of Medford/Jackson County to provide promotional services for recreational, cultural, convention, and tourism-related activities and programs, which agreement is on file in the City Recorder's office, is hereby authorized.

Section 2. The agreement shall be for a period of five years, with two renewal options of four years for the first renewal and six years for the second renewal.

Section 3. The effective date of this agreement is July 1, 2018, to June 30, 2023.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

AGREEMENT

THIS AGREEMENT is entered into between the City of Medford, a municipal corporation organized under the laws of Oregon, hereinafter referred to as "CITY" and The Chamber of Medford/Jackson County, DBA TRAVEL MEDFORD, hereinafter referred to as "CONTRACTOR".

WHEREAS, the voters of Medford on August 5, 1975, approved a charter amendment authorizing the City to levy a tax not exceeding six percent on the privilege of transient occupancy within the City and authorizing the utilization of a portion not exceeding twenty-five percent of the proceeds of the tax for the purpose of promoting the use of the City of Medford for recreational, cultural, convention and tourist-related services and programs;

WHEREAS, on December 6, 1984, the City Council enacted Ordinance No. 5316 levying a six percent transient lodging tax to be effective January 1, 1985; and

WHEREAS, as a result of the voter-approved increase of the transient lodging tax, on December 21, 2000, the City Council enacted Ordinance No. 2000-243 levying an eight percent transient lodging tax to be effective January 1, 2001; and

WHEREAS, on November 17, 2005, the City Council enacted Ordinance No. 2005-261 levying a nine percent transient lodging tax to be effective January 1, 2006;

For and in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

TERMS OF AGREEMENT

1. **Definitions:** "Tourism promotion" means any of the following activities: (a) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists; (b) conducting strategic planning and research necessary to stimulate future tourism development; (c) operating tourism promotion agencies; and (d) marketing special events and festivals designed to attract tourists. ORS 320.300(7).

"Tourism" means economic activity resulting from tourists. ORS 320.300(6).

"Tourist" means a person who, for business, pleasure, recreation, or participation in events related to the arts, heritage, or culture, travels from the community in which that person is a resident to a different community of residence, and that trip: (a) requires the person to travel more than 50 miles from the community of residence; or (b) includes an overnight stay. ORS 320.300(10).

2. **Length of Term.** This agreement shall be effective when signed by both parties. It shall remain in effect for five (5) years. There will be options for two renewals upon mutual agreement of the parties, the first for a four (4) year term, followed by an option to renew for a six (6) year term. CITY must notify CONTRACTOR of renewal at least 12 months in advance of expiration of the agreement. Either party, upon one hundred eighty (180) days' written notice to the other,

may terminate this agreement without further obligations. Waiver by either party of any breach or violation of this agreement shall not be construed or deemed as continuing waiver and shall not prevent the party from terminating this agreement for any subsequent breaches or violations.

3. **Contractor's Services.** CITY shall pay to CONTRACTOR, from funds lawfully appropriated during the fiscal years commencing July 1, 2018 and ending June 30, 2023, twenty-five percent (25%) of the net proceeds from the transient lodging tax collected by CITY. In exchange for that payment, CONTRACTOR shall provide the following tourism promotion services to CITY:

A. **Tourism Promotion Activities.** CONTRACTOR shall promote Medford as a destination for tourists and visitors. CONTRACTOR shall coordinate its tourism promotion activities, as appropriate, with other organizations such as Travel Southern Oregon, Travel Oregon, and other visitor promotion entities.

B. **Visitor Information Centers.** CONTRACTOR shall provide information and services for visitors in at least one Visitor Information Center(s) designated and operated by Contractor. This includes daily management, staffing, complete and updated brochures, and information provided in a friendly, attractive atmosphere.

C. **Event Promotion.** CONTRACTOR shall promote existing events and shall use best efforts to recruit and assist in recruiting new events. No less than 5% of funds paid by CITY to CONTRACTOR shall be utilized to expand existing events and/or to attract new events that would provide activities for both day and overnight travelers. CONTRACTOR shall budget \$10,000 each fiscal year to a line item devoted to soliciting, hosting, and promoting tournaments at US Cellular Community Park.

D. **Market Research.** CONTRACTOR shall conduct market research to determine the best use of the transient lodging tax funds paid to CONTRACTOR by CITY through methods such as:

- surveys and visitor profiles collected from users of the visitor centers
- surveys and visitor profiles of attendees and participants at tournaments and other events held at US Cellular Community Park
- surveys conducted via Travel Medford's web site and associated websites

Market research may also be conducted in consultation with Travel Oregon, Travel Southern Oregon, the City of Medford, the Travel Medford Tourism Council (TMTC) and/or other organizations and entities, as appropriate.

E. **Advertising Effectiveness.** CONTRACTOR shall conduct research and surveys which measure the effectiveness of the advertising purchased and/or provided by CONTRACTOR.

4. **Administrative and Management Functions.** CITY recognizes that CONTRACTOR is an entity of The Chamber of Medford/Jackson County (CHAMBER), DBA Travel Medford. CONTRACTOR shall provide day-to-day management activities including the planning and acquisition of services, equipment, supplies, and facilities to fulfill the requirements of this agreement. CONTRACTOR shall be responsible for maintaining capable and competent staff, including management staff.

CONTRACTOR's executive staff or designee shall attend any City Council meeting as directed by City Council to provide updates, information, or other data on CONTRACTOR's plans and services. CONTRACTOR shall be allowed to charge against the funds provided by CITY to CONTRACTOR under this agreement an amount not exceeding 50% per year for salaries, fringe benefits, rent, and utilities to perform services for CITY under this agreement.

5. **Tourism Council**

- A. CITY recognizes that CONTRACTOR has created the Travel Medford Tourism Council (TMTC) for the purpose of offering travel and hospitality expertise, support, counsel, and direction to CONTRACTOR.
- B. The TMTC shall consist of thirteen (13) members, and shall include members representing the lodging industry and other tourism industries, with no single industry having a majority membership.
- C. The governance of the TMTC shall be as provided for in Exhibit A – Travel Medford Tourism Council Policies & Procedures.
- D. CITY will provide a liaison to the TMTC.

6. **Purchasing & Contracting Requirements.**

- A. For contracts exceeding \$25,000 for the purchase of goods, materials, and services, CONTRACTOR shall seek a minimum of three bids, the TMTC shall review the bids, and CONTRACTOR shall award contracts. CONTRACTOR shall, to the best of its ability, ensure that such contract awards will result in 1) high quality products and services, and 2) cost savings.
- B. CONTRACTOR shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes. If there is only one manufacturer or seller of a product or service of the quality or type required, CONTRACTOR may specify such manufacturer or seller.
- C. CONTRACTOR will provide tourism services without discrimination, and regardless of a business or entity's affiliation with the CHAMBER, in order to fulfill its duties to CITY as described in this agreement.
- D. The TMTC shall assist in the development of the Travel Medford annual strategic marketing plan, and shall review and approve the plan.

7. **Compliance with Agreement.** The following are agreed upon procedures to determine CONTRACTOR's compliance with this agreement.

A. BUDGET

- i. CONTRACTOR shall submit an annual budget to CITY for review by June 30 for the fiscal period that will begin on July 1 for each year of the agreement.
- ii. CONTRACTOR must at all times identify a bank account separate from the CHAMBER for receipt and disbursement of funds received under this contract.
- iii. All payments from CITY to CONTRACTOR under this agreement shall be made easily identifiable in CONTRACTOR's bank account.

B. REPORTING

- i. CONTRACTOR shall report the total of all funds disbursed by it under this agreement by the close of business on November 30 each year. The total amounts deposited shall be compared to the amount CITY paid to CONTRACTOR. Any difference in the amounts paid and received shall be noted and explained by CONTRACTOR.
- ii. CONTRACTOR shall provide its financial statement for each year (ending June 30) to CITY, as follows:
 - a. The actual funds received by CONTRACTOR under this agreement shall be traced to the CONTRACTOR's general ledger and compared to the proposed budget required by this agreement.
 - b. The funds that were received but were not spent by June 30 of each year shall be incorporated in the budget for the following year.
- iii. CONTRACTOR shall report quarterly to CITY. A full Study Session will be scheduled at the discretion of the City Council.

C. AUDIT.

CONTRACTOR shall provide CITY with a certified audit no less than six months prior to the end of each contract period for the fiscal year completed on June 30 of the same year.

The audit shall be performed by an accounting firm selected by CITY in accordance with professional standards. The cost of the audit shall be borne by CONTRACTOR.

8. **Personnel.**

- A. CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its direct supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit B and incorporated herein by reference.
 - D. CONTRACTOR shall at all times be deemed an independent contractor and not an agent or partner or joint association with CITY. The parties acknowledge that any contracts entered into between CONTRACTOR and any third party shall not be obligation of CITY, and CONTRACTOR shall not represent that it has the power or authority to contractually bind or obligate CITY.
 - E. CONTRACTOR SHALL cooperate with any governmental agency as directed by CITY in preparation of various studies and reports related to the CONTRACTOR's activities hereunder.
 - F. CONTRACTOR shall not discriminate in providing services hereunder on the basis of age, race, sex, color, religion, or national origin.
9. **Payments.** CITY agrees to pay CONTRACTOR for the services provided under this agreement as provided for in Section 3 of this agreement. All payments shall be made no later than thirty (30) days after the month in which CITY receives collection from tax paid to Medford by operators.
10. **Access to Records.** CONTRACTOR shall maintain for at least three (3) years all books, documents, papers, and records which are pertinent to the services provided under this agreement for purposes of audit, examination, excerpts, and transcripts.

CITY'S Finance Director, or any persons authorized in writing by her, may examine during normal business hours the books and accounting records of CONTRACTOR after notifications to CONTRACTOR. Information regarding the contents of books, paper, and accounting records shall be considered confidential, provided that nothing shall prevent the disclosure to other Medford officials for the purpose of enforcing any provisions of this agreement.

11. **Indemnity**

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this agreement. Provided, however, that CONTRACTOR shall not

be required to indemnify CITY against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY.

12. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this agreement the following minimum insurance:

- A. Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. *"The City of Medford and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.
- B. Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- C. Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

- D. Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CITY certificates of insurance for all policies listed above at time of this agreement, and at each subsequent insurance renewal for the life of this agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CITY for two (2) years following the effective term of this agreement. Certificate

Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501.

CONTRACTOR is responsible to assure that CITY receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this agreement. In no case shall CITY be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

13. Partial Invalidity

If any term, covenant, condition, or provision of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

14. Integration

This agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This agreement may not be modified or altered except in writing signed by both parties.

15. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this agreement shall be in that state. Any litigation arising from this agreement shall commence in Jackson County, Oregon.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

THIS AGREEMENT is entered into this ____ day of _____, 2017.

CITY OF MEDFORD

By _____

Mayor

The Chamber of Medford/Jackson County, DBA TRAVEL MEDFORD

By _____



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.ci.medford.or.us

DEPARTMENT:	Legal	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	(541) 774-2020	MEETING DATE:	December 7, 2017
STAFF CONTACT:	Lori Cooper, City Attorney Eric Mitton, Deputy City Attorney		

COUNCIL BILL 2017-143

An ordinance amending section 5.256 of the Medford Municipal Code pertaining to the downtown district exclusion zone.

SUMMARY AND BACKGROUND

Recently, the City received a letter from Jackson County requesting that the downtown exclusion zone be expanded to include various governmental facilities such as the Jackson County Courthouse, the Jackson County Justice Building, the Jackson County District Attorney's office, and the Jackson County Juvenile Justice facility, as well as the parking lots adjacent to or associated with these buildings. This issue was brought before Council on November 2, 2017 as Ordinance 2017-130, and did not pass.

On November 16, 2017, a motion was made for staff to bring forth an ordinance that would include the Jackson County offices at 10 South Oakdale Ave. within the downtown district exclusion zone.

PREVIOUS COUNCIL ACTIONS

On November 3, 2011, Council Bill 2011-217 was approved adding section 5.256 to allow exclusion from city property.

On May 4, 2017, Council Bill 2017-40 was approved to allow exclusion notices to be issued to individuals within a designated downtown district.

On November 2, 2017, Council Bill 2017-130 failed which would have allowed for expansion of the downtown district to include various Jackson County governmental facilities.

On November 16, 2017 a motion was made for staff to bring forth an ordinance to include the area from South Oakdale and W 8th Street, to West Main Street and Laurel Street.

ANALYSIS

As discussed in previous Agenda Item Commentary's and Council meetings:

- The exclusion period is 90 days long.
- There are exemptions which allow an excluded person to be in the exclusion area for various reasons (to seek social or medical services, to attend religious services, to seek employment, to attend public meetings, or court hearings)
- The Municipal Court has discretion to issue variances to excluded persons if the scope of the exclusion is unreasonable under the circumstances.

The ordinance for consideration is to expand the exclusion zone area as directed in the November 16, 2017 motion by the Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 80.3

www.ci.medford.or.us

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance.
- Decline to adopt the ordinance and direct staff regarding further action.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the adoption of the Civil Exclusion ordinance expanding the exclusion zone to include 10 South Oakdale Ave.

EXHIBITS

Ordinance

Map

ORDINANCE NO. 2017-143

AN ORDINANCE amending section 5.256 of the Medford Municipal Code pertaining to the downtown district exclusion zone.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 5.256 of the Medford Code is amended to read as follows:

5.256 Civil Exclusion.

(1) Civil Exclusion Zones. Civil exclusion zones are designated to protect the public from those whose illegal conduct poses a threat to the public health, safety, and welfare. In accordance with the provisions of this section, the Chief of Police or designee may exclude any person who is cited to appear, arrested, or otherwise taken into custody for any offense listed in subsection (2) of this section within a civil exclusion zone. Nothing in this section shall be construed to authorize the exclusion of any person lawfully exercising free speech rights or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who commits acts that are not protected shall be subject to exclusion as provided by this section. Civil exclusion zones include the following places:

(a) City Property. Any property owned or managed by the City, including but not limited to parks, greenways, buildings, parking lots, or other land or physical structures. A person shall only be excluded from the city property that the person receives a notice of exclusion for.

(b) The Downtown District. Comprises the area bound by Bear Creek, the north right-of-way of Sixth Street, the west right-of-way of Oakdale Avenue, **the north right-of-way of W Main Street, the west right-of-way of Laurel Street, the south right-of-way of W Eighth Street, the west right-of-way of Oakdale Avenue,** and the south right-of-way of Tenth Street (as shown on Map A).

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2017.

ATTEST: _____
City Recorder

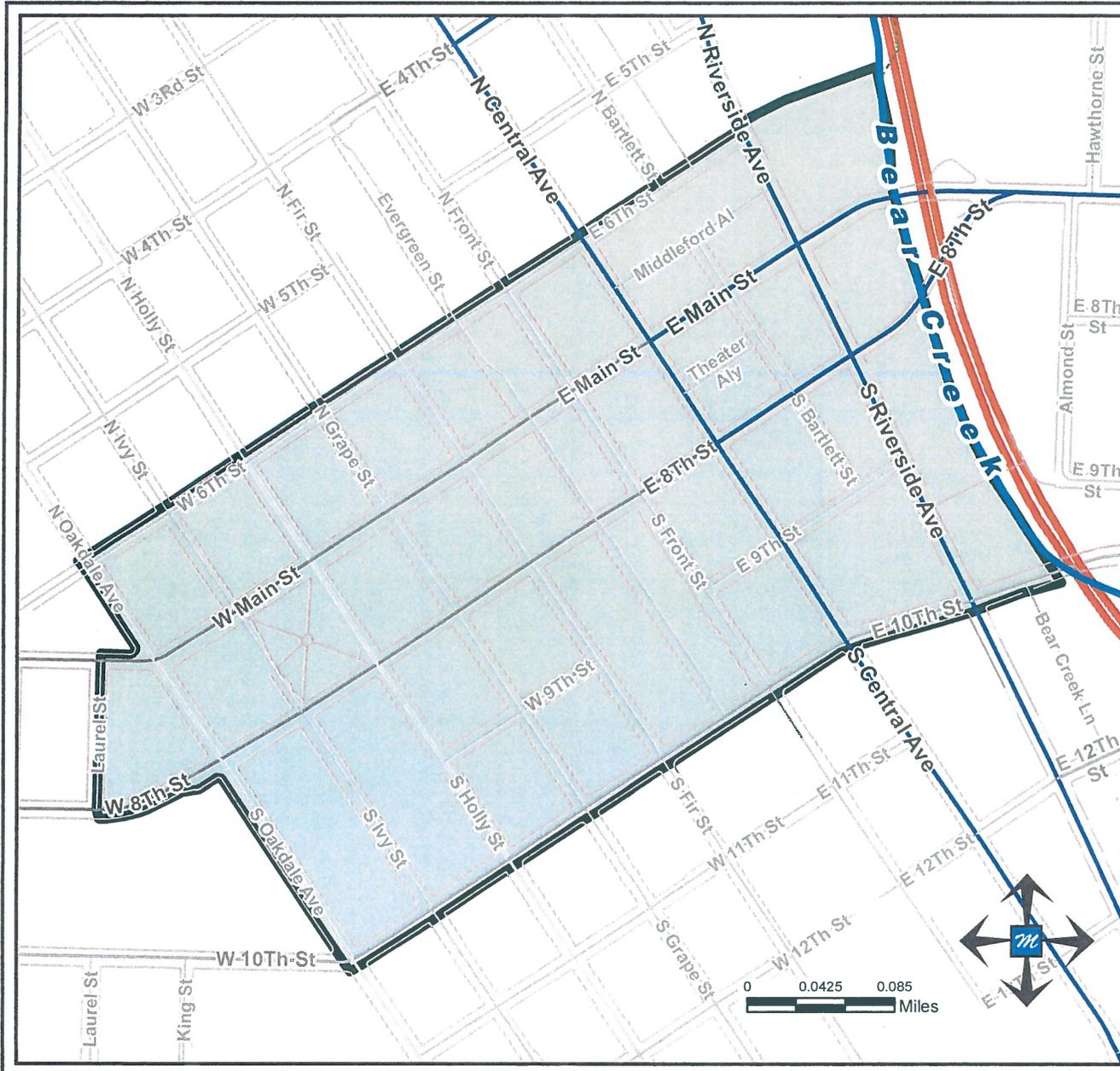
Mayor

APPROVED _____, 2017.

Mayor

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

MAP A



City of
Medford

Downtown District
Civil Exclusion Zone

Legend

- Sidewalks (Updated in 2010)
- Downtown District Civil Exclusion Zone



Date: 11/20/2017

No guarantee or warranty is expressed or implied in terms of data accuracy or legitimacy. This product is intended for use as public information and precise interpretations of the official record should be solicited from the City of Medford.



**CITY OF MEDFORD
AGENDA ATTACHMENT**

Item No: 100.1



City of Medford

Planning Department

Working with the community to shape a vibrant and exceptional city

MEMORANDUM

Subject Letter of Support for Urban Growth Boundary application
File no. CP-14-114
To Council Officers *for review on 11/30/2017*
Mayor and City Council *for review on 12/7/2017*
From Carla Angeli Paladino CFM, Principal Planner
Date November 16, 2017

URBAN GROWTH BOUNDARY APPLICATION

Letter of Support

Long Range Planning Staff is putting together the Urban Growth Boundary application for submittal to the Department of Land Conservation and Development by the end of December/early January. Staff would like to include letters of support for the application from both the Mayor and City Council and Board of County Commissioners. Two letters have been drafted for consideration by each jurisdiction.

Jackson County Planning Staff has agreed to place the item on a future Board agenda for their review and consideration. City staff does not yet know the exact date of that action but understands it will be after the City Council reviews and makes a decision on your support letter.

The letter identifies the actions taken by each jurisdiction, the need for the project and recommends approval of the application from the State.

Staff requests your endorsement of this letter to be included in the application materials.



City of Medford

Office of the Mayor & City Council

November 10, 2017

Mr. Jim Rue, Director and Ms. Tabitha Hoge, Grants & Periodic Review Administrative Specialist
Department of Land Conservation and Development
635 Capital Street, NE, Suite 150
Salem, Oregon 97301

Subject: Letter of Support for the City of Medford and Jackson County Urban Growth Boundary application

Dear Mr. Rue and Ms. Hoge:

On August 18, 2016, the City Council adopted Ordinance 2016-99 adopting an amendment to the City of Medford's Urban Growth Boundary. The process for the amendment started in the late 1990s with the start of the Regional Problem Solving (RPS) process. This joint process between six jurisdictions, the County, and the State established the appropriate locations for future growth within the designated Urban Reserve for each city.

The City has not amended its Urban Growth Boundary since 1993 and has been working diligently over the last two decades to better understand the City's long term development needs. As the largest city in the Rogue Valley, Medford is uniquely positioned as the regional hub for employment, retail services, and the gateway to outdoor adventure. The City is a popular destination for individuals ready to retire, young professionals, and working families. The City's attractiveness will continue to draw new residents and we must be ready to accommodate this growth.

The proposal before you has been worked on and vetted by City and County staff, the City and County Planning Commissions, City Council, the Board of County Commissioners, and numerous residents and stakeholders who understand the importance of this project and its significance for Medford and the Valley.

On September 7, 2017, the City Council adopted Ordinance 2017-102, the final local decision needed to align support of the project between the City and County. The in-depth details of the application are enclosed for your review and consideration. The City Council respectfully requests your endorsement and approval of the City's Urban Growth Boundary Amendment proposal.

We look forward to hearing from you.

Sincerely,

Gary H. Wheeler
Mayor

411 West 8th Street, Medford, OR 97501
email: mayor@cityofmedford.org, council@cityofmedford.org
Tel. 541.774.2000 • Fax 541.618.1700
www.cityofmedford.org



CITY OF MEDFORD
AGENDA ITEM COMMENTARY
www.ci.medford.or.us

Item No: 100.2

DEPARTMENT: City Manager
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun, City Manager

AGENDA SECTION: City Manager's Report
MEETING DATE: December 7, 2017

SUMMARY AND BACKGROUND

On November 16, 2017 Council Bill 2017-136 was approved authorizing the issuance of refunding bonds not to exceed \$10,000,000. There was discussion regarding the amount of savings that could possibly be realized through this refinancing of these bonds. Staff was unable to present the savings information from the many scenarios which are possible.

We requested this information from Piper Jaffray & Company in order to try and address the questions that were raised at the previous meeting. There is no formal action needed from Council as this is being provided for informational purposes only.

ANALYSIS

Below are projected refunding outcomes based on a range of potential interest rates requested by staff for comparison purposes. Based on recent experience and conversations with our placement team, our realistic range of outcomes is 2.00% for a really strong bid, to 3.00% as an extremely conservative upper range. While it's theoretically possible the City could receive a best-bid even lower than 2.00%, we have a hard time seeing the best bid even approaching 3.00%.

Before we describe the summary of results below, we should mention that passing the resolution and receiving bids from banks does not in any way lock the City into a commitment to move ahead with the transaction. The City is simply soliciting bids during this process, and then, should a bid come in that provides a suitable amount of Net to Par Value savings, the City can elect to move forward. No costs of issuance are paid unless the City decides to move forward.

Regarding NPV savings, given the strong economics of the refunding, we see in almost every case very compelling projected savings. Historically, the Office of the Treasurer set a 3.0% NPV savings minimum for what it considers to be an appropriate savings threshold, and even though that is no longer a strict requirement (it used to be mandatory for advance refunding), many entities still follow that rule of thumb. Other municipalities set the bar even higher, sometimes as high as 5% NPV savings, which is considered a very healthy percentage.

Summary

Scenarios 1-4 are the cash contribution scenarios approved by Council which increases savings and reduces debt service payments by 2 full years (2025 final maturity). These savings figures exclude all estimated costs of issuance.

- 1) 2.00% - \$1.054m projected NPV savings (10.5%)
- 2) **2.25% - \$903k projected NPV savings (9.0%) – Winning bid received on November 30**
- 3) 2.50% - \$755k projected NPV savings (7.6%)
- 4) 3.00% - \$467k projected NPV savings (4.7%)

EXHIBITS

Scenarios 1-4 payment sheets

SAVINGS

City of Medford, Oregon
Proposed Refunding of Series 2007 Limited Tax Revenue Bonds
BQ Private Placement
(Assumes Cash Contribution by City - See Sources & Uses)
Accelerated Savings Structure (6-1-2025 Final Maturity)
2.00% Rate Estimate

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/21/2017 @ 2.0001289%
06/01/2018	1,175,965.63	1,175,965.62	0.01	0.01	0.01
12/01/2018	212,065.63	89,129.23	122,936.40	-	120,647.23
06/01/2019	1,197,065.63	1,320,002.02	-122,936.39	0.01	-119,452.62
12/01/2019	192,365.63	76,820.50	115,545.13	-	111,159.15
06/01/2020	1,222,365.63	1,337,910.75	-115,545.12	0.01	-110,058.49
12/01/2020	171,765.63	64,209.60	107,556.03	-	101,434.35
06/01/2021	1,241,765.63	1,349,321.65	-107,556.02	0.01	-100,429.97
12/01/2021	150,365.63	51,358.48	99,007.15	-	91,532.12
06/01/2022	1,265,365.63	1,364,372.77	-99,007.14	0.01	-90,625.80
12/01/2022	128,065.63	38,228.34	89,837.29	-	81,417.98
06/01/2023	1,293,065.63	1,382,902.92	-89,837.29	-	-80,611.81
12/01/2023	104,765.63	24,781.59	79,984.04	-	71,059.76
06/01/2024	1,319,765.63	1,399,749.66	-79,984.03	0.01	-70,356.14
12/01/2024	80,465.63	11,031.91	69,433.72	-	60,471.05
06/01/2025	1,350,465.63	1,114,223.14	236,242.49	305,676.21	203,710.51
12/01/2025	55,065.63	-	55,065.63	-	47,012.61
06/01/2026	1,380,065.63	-	1,380,065.63	1,435,131.26	1,166,572.83
12/01/2026	28,565.63	-	28,565.63	-	23,907.51
06/01/2027	1,413,565.63	-	1,413,565.63	1,442,131.26	1,171,344.90
	13,982,946.97	10,800,008.18	3,182,938.79	3,182,938.79	2,678,735.18

Savings Summary

PV of savings from cash flow	2,678,735.18
Less: Prior funds on hand	-1,624,709.54
Net PV Savings	1,054,025.64

SAVINGS

City of Medford, Oregon
Proposed Refunding of Series 2007 Limited Tax Revenue Bonds
BQ Private Placement
(Assumes Cash Contribution by City - See Sources & Uses)
Accelerated Savings Structure (6-1-2025 Final Maturity)
2.25% Rate Estimate

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/21/2017 @ 2.2501625%
06/01/2018	1,175,965.63	1,175,965.62	0.01	0.01	0.01
12/01/2018	212,065.63	100,395.39	111,670.24	-	109,335.09
06/01/2019	1,197,065.63	1,308,735.87	-111,670.24	-	-108,118.67
12/01/2019	192,365.63	86,801.56	105,564.07	-	101,069.58
06/01/2020	1,222,365.63	1,327,929.70	-105,564.07	-	-99,945.12
12/01/2020	171,765.63	72,838.87	98,926.76	-	92,619.06
06/01/2021	1,241,765.63	1,340,692.40	-98,926.77	-0.01	-91,588.62
12/01/2021	150,365.63	58,575.52	91,790.11	-	84,035.87
06/01/2022	1,265,365.63	1,357,155.75	-91,790.12	-0.01	-83,100.93
12/01/2022	128,065.63	43,966.49	84,099.14	-	75,290.92
06/01/2023	1,293,065.63	1,377,164.78	-84,099.15	-0.01	-74,453.27
12/01/2023	104,765.63	28,968.01	75,797.62	-	66,357.32
06/01/2024	1,319,765.63	1,395,563.26	-75,797.63	-0.01	-65,619.06
12/01/2024	80,465.63	13,593.81	66,871.82	-	57,247.78
06/01/2025	1,350,465.63	1,221,932.26	128,533.37	195,405.19	108,810.93
12/01/2025	55,065.63	-	55,065.63	-	46,097.60
06/01/2026	1,380,065.63	-	1,380,065.63	1,435,131.26	1,142,453.66
12/01/2026	28,565.63	-	28,565.63	-	23,384.27
06/01/2027	1,413,565.63	-	1,413,565.63	1,442,131.26	1,144,292.53
	13,982,946.97	10,910,279.29	3,072,667.68	3,072,667.68	2,528,168.96

Savings Summary

PV of savings from cash flow	2,528,168.96
Less: Prior funds on hand	-1,624,709.54
Net PV Savings	903,459.42

SAVINGS

City of Medford, Oregon
Proposed Refunding of Series 2007 Limited Tax Revenue Bonds
BQ Private Placement
(Assumes Cash Contribution by City - See Sources & Uses)
Accelerated Savings Structure (6-1-2025 Final Maturity)
2.50% Rate Estimate

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/21/2017 @ 2.5001993%
06/01/2018	1,175,965.63	1,175,965.64	-0.01	-0.01	-0.01
12/01/2018	212,065.63	111,689.32	100,376.31	-	98,048.24
06/01/2019	1,197,065.63	1,297,441.94	-100,376.31	-	-96,837.67
12/01/2019	192,365.63	96,867.41	95,498.22	-	90,994.04
06/01/2020	1,222,365.63	1,317,863.85	-95,498.22	-	-89,870.57
12/01/2020	171,765.63	81,604.95	90,160.68	-	83,799.98
06/01/2021	1,241,765.63	1,331,926.30	-90,160.67	0.01	-82,765.32
12/01/2021	150,365.63	65,975.93	84,389.70	-	76,511.24
06/01/2022	1,265,365.63	1,349,755.31	-84,389.68	0.02	-75,566.57
12/01/2022	128,065.63	49,928.69	78,136.94	-	69,103.70
06/01/2023	1,293,065.63	1,371,202.55	-78,136.92	0.02	-68,250.48
12/01/2023	104,765.63	33,412.77	71,352.86	-	61,555.29
06/01/2024	1,319,765.63	1,391,118.48	-71,352.85	0.01	-60,795.28
12/01/2024	80,465.63	16,441.45	64,024.18	-	53,877.46
06/01/2025	1,350,465.63	1,331,757.57	18,708.06	82,732.24	15,548.78
12/01/2025	55,065.63	-	55,065.63	-	45,201.49
06/01/2026	1,380,065.63	-	1,380,065.63	1,435,131.26	1,118,861.75
12/01/2026	28,565.63	-	28,565.63	-	22,873.10
06/01/2027	1,413,565.63	-	1,413,565.63	1,442,131.26	1,117,896.88
	13,982,946.97	11,022,952.16	2,959,994.81	2,959,994.81	2,380,186.05

Savings Summary

PV of savings from cash flow	2,380,186.05
Less: Prior funds on hand	-1,624,709.54
Net PV Savings	755,476.51

SAVINGS

City of Medford, Oregon
Proposed Refunding of Series 2007 Limited Tax Revenue Bonds
BQ Private Placement
(Assumes Cash Contribution by City - See Sources & Uses)
Accelerated Savings Structure (6-1-2025 Final Maturity)
3.00% Rate Estimate

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/21/2017 @ 3.0002874%
06/01/2018	1,175,965.63	1,175,965.63	-	-	-
12/01/2018	212,065.63	132,531.45	79,534.18	-	77,328.40
06/01/2019	1,197,065.63	1,276,599.82	-79,534.19	-0.01	-76,185.52
12/01/2019	192,365.63	115,370.42	76,995.21	-	72,663.38
06/01/2020	1,222,365.63	1,299,360.84	-76,995.21	-	-71,589.44
12/01/2020	171,765.63	97,610.56	74,155.07	-	67,929.66
06/01/2021	1,241,765.63	1,315,920.69	-74,155.06	0.01	-66,925.67
12/01/2021	150,365.63	79,335.91	71,029.72	-	63,157.56
06/01/2022	1,265,365.63	1,336,395.35	-71,029.72	-	-62,224.11
12/01/2022	128,065.63	60,480.02	67,585.61	-	58,331.91
06/01/2023	1,293,065.63	1,360,651.24	-67,585.61	-	-57,469.78
12/01/2023	104,765.63	40,977.45	63,788.18	-	53,439.06
06/01/2024	1,319,765.63	1,383,553.81	-63,788.18	-	-52,649.25
12/01/2024	80,465.63	20,838.80	59,626.83	-	48,487.19
06/01/2025	1,350,465.63	1,410,092.45	-59,626.82	0.01	-47,770.56
12/01/2025	55,065.63	-	55,065.63	-	43,464.29
06/01/2026	1,380,065.63	-	1,380,065.63	1,435,131.26	1,073,210.93
12/01/2026	28,565.63	-	28,565.63	-	21,885.80
06/01/2027	1,413,565.63	-	1,413,565.63	1,442,131.26	1,067,008.82
	13,982,946.97	11,105,684.44	2,877,262.53	2,877,262.53	2,212,092.69

Savings Summary

PV of savings from cash flow	2,212,092.69
Less: Prior funds on hand	-1,745,043.21
Net PV Savings	467,049.48