



City of Central Point  
**Development Commission**  
Meeting

Members: Hank Williams  
Allen Broderick  
Bruce Dinger  
Carol Fischer  
Ellie George  
Kelly Geiger  
Kay Harrison  
Staff Liaison: Chris Clayton  
Don Burt

**Monday, October 22, 2012**  
**6:00 P.M.**

Central Point  
Council Chambers  
140 S. 3<sup>rd</sup> Street  
Central Point, Oregon

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Meeting time, date, or location may be subject to change. Please contact the City Recorder at 541-423-1026 for additional information.

**I. MEETING CALLED TO ORDER – 6:00 p.m.**

**II. ROLL CALL**

**III. DISCUSSION ITEMS**

- A. Rogue Creamery Hwy. 99 Streetscape Proposal
- B. New Railroad Xing, Hwy. 99 & Twin Creeks Crossing
- C. FY 12-13 Budget Update

**IV. BUSINESS**

**V. ADJOURNEMENT**



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STAFF REPORT

**STAFF REPORT**

October 22, 2012

**AGENDA ITEM: IV-C**

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Discussion, Rogue Creamery Streetscape Proposal for Hwy. 99

**STAFF SOURCE:**

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Don Burt, Planning Manager

**BACKGROUND:**

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The Rogue Creamery has been planning on developing a plaza in front of their facility on Hwy. 99. They have worked with Staff on various options and are prepared at this time to present their proposal to the Development Commission. Their objectives are to:

1. Explain their proposal and seek comments/endorsement from the Development Commission; and
2. Request financial participation by the Agency in the cost of streetscape improvements.

As the Development Commission is aware the City is proceeding with streetscape improvements along Hwy. 99. These improvements are grant funded. The Creamery's proposal requires upgraded improvements along their frontage, the cost of which exceeds the budgeted improvements. Funding for the Creamery's improvements (Hwy. 99 Streetscape) could be paid by urban renewal.

**ISSUES:**

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**Project Definition.** At this time the scope of the project, relative to the Development Commission's participation is not clear. Based on the applicant's presentation, if the Development Commission is comfortable with the general direction of the applicant's proposal, then staff will refine the project scope (design and costs) and bring it back to the Commission for final action.

**Financial Participation.** The Creamery's request, provided it remains within the public right-of-way, is part of the urban renewal plan, and as such is a legitimate project (Project No. 4, Hwy. 99 Corridor Improvements).

**Financial Costs and Timing.** At this point in the process Staff is not familiar with the requested amount of funding, or the specific use of the funding. Even if the Development Commission agrees to fund the project, it currently is not in a financial position to do so. This does not preclude participation at this time. The Development Commission can enter into an agreement with the applicant to repay in the future based on agreed terms.

**EXHIBITS/ATTACHMENTS:**

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Site Plan presented at meeting by applicant.

**ACTION:**

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Applicant presentation and discussion

**RECOMMENDATION:**

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Provide direction to the Staff regarding:

1. General design acceptance of proposed plan with comments; and
2. Willingness to participate in funding, including limitations;



**STAFF REPORT**

October 22, 2012

**AGENDA ITEM: IV-A**

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Discussion, New Railroad Xing at Hwy. 99 & Twin Creeks Crossing

**STAFF SOURCE:**

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Don Burt, Planning Manager

**BACKGROUND:**

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The Urban Renewal Plan identifies, as a project, participation in the improvement of a new railroad crossing at Hwy. 99 & Twin Creek Crossing extension (the "Project"). The purpose of the discussion is to familiarize the Commission with the Project; including related issues, and the role and timing of the Commission's participation in the financing and construction of the Project. At the meeting the following topics will be presented and discussed:

1. Historic Background
2. Current Status and Estimated Costs
3. Construction Timing
4. Funding Options

For the Commission's information a copy of the Pre-Annexation Agreement is included as a part of this staff report. It should be noted that the Pre-Annexation Agreement expired on January 5, 2008.

**ISSUES:**

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Financing participation and timing

**EXHIBITS/ATTACHMENTS:**

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Ordinance No. 1817, Pre-Annexation Development Agreement

**ACTION:**

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Discussion

**RECOMMENDATION:**

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None

ORDINANCE NO. 1817

**AN ORDINANCE APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT AND MASTER PLAN FOR THE CENTRAL POINT TRANSIT-ORIENTED DEVELOPMENT (TOD) DISTRICT**

**RECITALS:**

1. The City of Central Point ("City") is authorized under Oregon Revised Statute (ORS) Chapter 94.504 et seq. to enter into a development agreement with any person having legal or equitable interest in real property for the development of that property.

2. The City has considered whether the proposed Pre-Annexation Development Agreement and its associated Master Plan addresses the requirements and contains the elements specified in ORS 94.504(1)-(6).

3. Pursuant to authority granted by the City charter and the Oregon Revised Statutes, the City finds that the agreement is consistent with local regulations that are in place.

4. Pursuant to the requirements set forth in ORS 94.513 and local regulation, the City has conducted the following duly advertised public hearings to consider the proposed amendments:

(a) Planning Commission hearing on December 5, 2000.

(b) City Council hearings on December 14, 2000 and January 4, 2001.

Now, therefore;

**THE PEOPLE OF THE CITY OF CENTRAL POINT, OREGON, DO ORDAIN AS FOLLOWS:**

Section 1. At its public hearings on December 14, 2000 and January 4, 2001, the City Council received the findings of the Central Point Planning Commission, received the City Staff Report, and received public testimony from all interested persons. Based upon all the information received, the City Council adopts the findings and conclusions set forth in the Pre-Annexation Development Agreement and Master Plan Proposal, Applicable Review Criteria in ORS 94.504, and based upon the same, the City Council finds that there is sufficient public need and justification for the proposed changes, and the proposed changes are hereby adopted entirely.

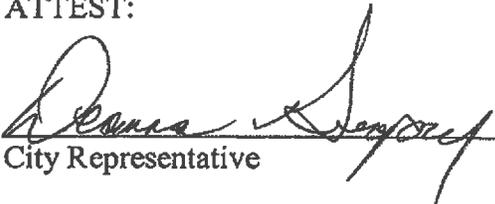
Section 2. The City hereby approves a pre-annexation development agreement and master plan with W.L. Moore Construction, LLC as set forth in Exhibit "A" and illustrated in Exhibit "B" with changes through January 4, 2001 including all maps and attachments to said exhibit, which are attached hereto and by this reference incorporated herein.

Section 3. The City Administrator is directed to implement the pre-annexation development agreement and master plan described in Exhibits "A" and "B" and further articulated in the Central Point Comprehensive Plan and CPMC Chapter 17.65.

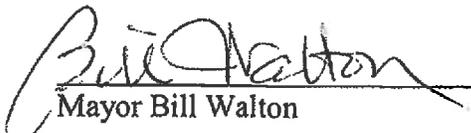
Passed by the Council and signed by me in authentication of its passage this 5<sup>th</sup> day of January 2001.

  
\_\_\_\_\_  
Mayor Bill Walton

ATTEST:

  
\_\_\_\_\_  
City Representative

Approved by me this 5<sup>th</sup> day of January, 2001.

  
\_\_\_\_\_  
Mayor Bill Walton



1 F. The City has previously approved the 24-lot Griffin Oaks Subdivision concerning the  
2 above-referenced Property. That parcel is presently under development as a partial  
3 demonstration of the newly adopted TOD design standards.  
4

5 G. This Agreement is intended to provide the framework for cooperative interaction among  
6 the parties with increased certainty for future development of the said Property.  
7

8 H. This Agreement is authorized by City of Central Point Ordinance No. \_\_\_\_\_. That  
9 ordinance was adopted by the City Council following hearing on \_\_\_\_\_.  
10 Notice of the hearing was provided by the City to nearby property owners and other  
11 interested persons, consistent with ORS 94.513.  
12

13 I. The execution of this Agreement is in the best interest of the public health, safety, and  
14 general welfare and is consistent with the City of Central Point Comprehensive Plan and  
15 implementing plans and regulations.  
16

## 17 AGREEMENT

18  
19 In consideration of the mutual promises and performance obligations of each party set out in this  
20 Agreement, the City and Developer hereby agree to the following terms and conditions.  
21

### 22 1. Effective Date and Term of Agreement.

23

24 This Agreement shall be effective following adoption of the City Ordinance approving this  
25 Agreement pursuant to ORS 94.508 and upon annexation of the property. As used herein, "approval"  
26 means the granting of the approval and the expiration of the period of appeal. The Agreement shall  
27 continue in effect for a period of seven (7) years after its effective date unless amended by the parties as  
28 provided in Section 10 below.  
29

### 30 2. Development of Property.

31

32 Said property shall be permitted to establish and continue uses at the types, densities, intensity of

1 use as are allowed by the TOD zones of the Central Point Municipal Code Chapter 17.65.

2  
3 **3. Responsibility for Providing Infrastructure.**

4  
5 The parties agree that the property as developed will generate a requirement for the construction  
6 of infrastructure as set forth in this Section.

7  
8 **3.1 Transportation Infrastructure**

9  
10 As listed in Section 5.1, Developer or development applicant agrees to participate in or perform  
11 construction of the following improvements for the locations shown in Exhibit A-Twin Creeks  
12 TOD Masterplan Development Triggers plan.

13  
14 3.1.1 Pine Street and Highway 99 intersection improvements per Oregon Department  
15 of Transportation (ODOT) requirements.

16 3.1.2 Arterial street improvements, for affected portions of W. Pine Street and for  
17 portions of Hwy 99 at new TOD Railroad crossing to ODOT standards and  
18 designated streets within the Property per City TOD standards.

19 3.1.3 Collector street improvements for effected portions of Taylor and Haskell streets,  
20 and designated streets within the Property per City TOD Standards.

21 3.1.4 Local street improvements for designated streets within the Property per City  
22 TOD Standards.

23 3.1.5 Railroad crossing improvements for new TOD Crossing and upgrades at Pine  
24 Street per Oregon Public Utilities Commission (PUC) and ODOT requirements.

25 3.1.6 Internal off-street pedestrian and/or bike pathways designated within the Property  
26 per City TOD Standards.

27 3.1.7 Traffic control measures (signalization, traffic calming devices, and signs) at key  
28 intersections along Taylor, Haskell and Grant streets and where designated  
29 within the Property per City TOD Standards.

30  
31 **3.2 Utility Infrastructure**

32  
33 At the time any of the Property is developed, Developer or development applicant agrees to

1 install and improve the following utilities for the locations shown in Exhibit A per the standards  
2 of the prevailing jurisdiction.

3  
4 3.2.1 Domestic Water

5 3.2.2 Sanitary Authority (subject to approval by Bear Creek Valley Sanitary Authority  
6 (BCVSA)

7 3.2.3 Storm Sewer

8 3.2.5 Lighting

9 3.2.6 Other utilities (electricity, cable, telephone, gas)

10  
11 3.3 Open Space Infrastructure

12  
13 As listed in Section 5.1, Developer or development applicant agrees to install and improve the  
14 following utilities for the locations shown in Exhibit A per the standards of the prevailing  
15 jurisdiction.

16  
17 3.3.1 Parks, Open Space, and Public Landscape Areas

18 3.3.2 Street Trees

19 3.3.3 Griffin Creek Natural Resource Area

20  
21 4. **Fees and Charges.**

22  
23 Developer and its successors and assigns shall pay all required systems development charges,  
24 transportation impact fees, application fees for land use, land division, land development approvals, and  
25 building permit fees, if applicable.

26  
27 Systems Development Charge reimbursements shall be granted by the City for all public  
28 improvements provided by the Developer which are located outside the property or which exceed local  
29 service requirements for development inside the Property. Qualified public improvements eligible for  
30 reimbursement shall include any land dedications or improvements associated with collector and arterial  
31 streets, domestic water, sanitary sewer (by BCVSA), storm sewer, and park, open space and public  
32 landscape areas.

1           Within six months of the effective date of this agreement, Developer and City shall establish a  
2 mutually acceptable reimbursement methodology and schedule for the qualified public improvements  
3 listed in Appendix 1. All reimbursements shall be paid by City, to Developer, on an annual basis, no  
4 later than June 30 of each year. If City has not collected sufficient fees to allow full payment of said  
5 reimbursements, the balance of reimbursements shall remain payable to Developer with interest  
6 accumulated at the rate of seven percent (7%) per annum, beginning six (6) months after payable date,  
7 until paid.

8  
9           In return, the City agrees that it shall provide all of the municipal services that it provides to  
10 current residents and properties within the jurisdiction of the City, including police, code enforcement,  
11 building permitting for new construction, water supply, and general government services.

## 12 13 **5.     Phasing of Development.**

14  
15           Developer shall construct the project in phases. Infrastructure as defined in Section 3.0 shall be  
16 provided concurrently with each development phase and completed prior to occupancy of the new  
17 buildings in that phase. The sequence of phasing may be amended by mutual consent of the parties. To  
18 ensure that required infrastructure is established in a timely and orderly manner, the following additional  
19 development triggers shall apply:

### 20 21 **5.1     Development Triggers**

22  
23           The number of vehicle trips specified below may be generated and certificates of occupancy  
24 issued once the specified improvements are constructed for each phase:

#### 25 26 **5.1.1   RESIDENTIAL AND COMMERCIAL DEVELOPMENT**

##### 27 **a)   PHASE I**

- 28           -   1000 Additional Average Daily Trips (after improvements to intersection  
29               of Pine and Haskell

30  
31           *Mitigation: Geometric and signalization improvements shall be made at*  
32 *intersection of Pine and Haskell Streets. ODOT shall be consulted on the*  
33 *signalization at that intersection, as the new signal must be coordinated with*

1                    *the existing signal at Highway 99, to minimize the queue length on the*  
2                    *westbound approach to Haskell.*

3  
4                    **b) PHASES II**

- 5                    - 5760 Additional Average Daily Trips (after improvements to Pine,  
6                    Haskell, Taylor and intersection of Highway 99)

7  
8                    *Mitigation: Geometric improvements shall be made to Pine, Haskell and*  
9                    *Taylor Streets and affected portions of Highway 99 at the Pine Street*  
10                    *intersection , and upgrades shall be made to the Pine Street railroad*  
11                    *crossing.*

12  
13                    *Specific improvements shall include (1) adding an exclusive left-turn lane for*  
14                    *eastbound traffic on Pine Street, (2) adding an exclusive right-turn lane and*  
15                    *an additional through lane for westbound traffic on Pine Street and (3)*  
16                    *adding a southbound exclusive right-turn lane on Highway 99.*

17  
18                    **OR**

- 19                    - 4000 Additional Average Daily Trips (after the new road, railroad  
20                    crossing and related highway intersection improvements)

21  
22                    *Mitigation: Geometric improvements and signalization improvements shall*  
23                    *be made at the new intersection of the TOD Activity Center and Highway 99*  
24                    *(across from Crater High School).*

25  
26                    *Specific improvements shall include (1) an exclusive left turn lane along*  
27                    *affected portions of Highway 99, (2) adding an exclusive right turn lane for*  
28                    *southbound traffic along Highway 99.*

29  
30                    *A new road extending eastward to Highway 99, a railroad crossing, highway*  
31                    *intersection signalization and geometric improvements shall be installed.*  
32                    *The new road is listed in the Regional Transportation Plan as a Tier 1,*  
33                    *Medium Range project and shall require the issuance of an Order from the*

1 *Oregon Rail Division for installation. The railroad crossing will require the*  
2 *placement of a signal at the Highway 99 intersection with the new road,*  
3 *which must meet applicable warrants, as per OAR 734-020-0460. The new*  
4 *road shall include eastbound right and left turn lanes.*

5  
6 c) PHASES III

- 7 - Whichever scope of Additional ADT and associated mitigation listed  
8 above that is not executed as Phase II shall occur as Phase III.

9  
10 d) Phase IV

- 11 - Construction of all remaining development included in the approved  
12 TOD Master Plan (included as Exhibit A to this agreement) beyond the  
13 total of 10,760 Additional ADT from Phases I, II, and III, may proceed  
14 as per 5.2.

15  
16 **5.2 Rate of Development**

17  
18 The Property shall be developed with the type and style of low, medium, and high mix  
19 residential, neighborhood commercial, civic, and parks and open space uses as specified in  
20 Chapter 17.65 of the Municipal Code and approved by the City.

21  
22 5.2.1 To ensure that infrastructure is appropriately planned and constructed, annual  
23 residential development shall not exceed the following rates:

- 24  
25 a) Year 2000: 150 units (cumulative total=150)  
26 b) Year 2001: +150 units (cumulative total=300)  
27 c) Year 2002: +150 units (cumulative total=450)  
28 d) Year 2003: +150 units (cumulative total=600)  
29 e) Year 2004: +150 units (cumulative total=750)  
30 f) Year 2005: +150 units (cumulative total=900)  
31 g) Year 2006: +150 units (cumulative total=1050)  
32 h) Year 2007: +150 units (cumulative total=1200)  
33 i) Year 2008: +150 units (cumulative total=1350)

1 j) Year 2009: +150 units (cumulative total=1500)

2 k) Year 2010: +150 units (cumulative total=1650)

3  
4 5.2.2 To ensure that infrastructure is appropriately planned and constructed, annual  
5 commercial and civic development shall occur according to the following rates:

6  
7 a) Year 2000: 0 square feet

8 b) Year 2001: +20,000 square feet (cumulative total=20,000 sf.)

9 c) Year 2002: +20,000 square feet (cumulative total=40,000 sf.)

10 d) Year 2003: +20,000 square feet (cumulative total=60,000 sf.)

11 e) Year 2004: +20,000 square feet (cumulative total=80,000 sf.)

12 f) Year 2005: +20,000 square feet (cumulative total=100,000 sf.)

13 g) Year 2006: +20,000 square feet (cumulative total=120,000 sf.)

14 h) Year 2007: +20,000 square feet (cumulative total=140,000 sf.)

15 i) Year 2008: +20,000 square feet (cumulative total=160,000 sf.)

16 j) Year 2009: +20,000 square feet (cumulative total=180,000 sf.)

17 k) Year 2010: +20,000 square feet (cumulative total=200,000 sf.)

18  
19 **6. Continuing Effect of Agreement.**

20  
21 In the case of any change in regional policy or federal or state law, or other change in  
22 circumstance which renders compliance with the Agreement impossible or unlawful, the parties shall  
23 attempt to give effect to the remainder of the Agreement, but only if such effect does not prejudice the  
24 substantial rights of either party under the Agreement. If the substantial rights of either party are  
25 prejudiced by giving effect to the remainder of the Agreement, then the parties shall negotiate in good  
26 faith to revise the Agreement to give effect to its original intent. If the parties fail to agree to an amended  
27 Agreement within ninety (90) days of the commencement of negotiations, then either party may request  
28 that an arbitrator give an equitable effect to the remainder of the Agreement, and the Agreement shall  
29 thereafter be amended pursuant to the order of the arbitrator.

30  
31 **7. Assignability of Agreement.**

32  
33 This Agreement shall be fully assignable, in whole or in part, by either party and shall bind and

1 inure to the benefit of the parties and their respective assigns and successors. If any of the property is  
2 sold, the rights and interests of Developer under this Agreement shall inure to the benefit of the purchaser.  
3

4 **8. Future Discretionary Approvals.**

5  
6 8.1 Consistent with the above provisions, City agrees to cooperate with Developer in  
7 securing the necessary permits and approvals for the development from other regulatory  
8 agencies as specified herein:  
9

- 10 8.1.1 National Marine Fisheries Service, Federal Bureau of Reclamation, U. S. Army  
11 Corps of Engineers and Oregon Division of State Lands – Griffin Creek wetland  
12 and riparian areas rehabilitation.
- 13 8.1.1 Oregon PUC and DOT – new TOD railroad crossing access to Highway 99.
- 14 8.1.2 Oregon PUC and DOT – railroad crossing upgrades at Highway 99 and Pine  
15 Street.
- 16 8.1.3 Oregon Department of Transportation – Highway 99 access and railroad  
17 intersection improvements at new railroad crossing, and related intersection  
18 improvements to W. Pine Street and Highway 99 at Pine Street.

19  
20 8.2 Developer to obtain a timely review of all applications related to the Property that must  
21 be evaluated by the City which may include but are not limited to:  
22

- 23 8.2.1 Comprehensive Plan Amendments
- 24 8.2.2 Municipal Code Zone Changes
- 25 8.2.3 Annexation and Masterplan Application
- 26 8.2.4 Tentative Plans (for each phase)
- 27 8.2.5 Building Permits

28  
29 8.3 City may require reasonable conditions of approval that Developer or development  
30 applicant would be required to perform in order to obtain approval for its development  
31 application. However, at no time shall City unreasonably withhold approval on any  
32 application shown to be materially consistent with the City TOD Zoning Code and TOD  
33 Design Standards.

1  
2 **9. Default: Remedy.**

3  
4 9.1 **Default/Cure.** The following shall constitute defaults on the part of a party:  
5

6 9.1.1 A breach of a material provision of this Agreement, whether by action or inaction  
7 of a party which continues and is not remedied within sixty (60) days after the  
8 other party has given notice specifying the breach; provided that if the non-  
9 breaching party determines that such breach cannot with due diligence be cured  
10 within a period of sixty (60) days, the non-breaching party may allow the  
11 breaching party a longer period of time to cure the breach, and in such event the  
12 breach shall not constitute a default so long as the breaching party diligently  
13 proceeds to affect a cure and the cure is accomplished within the longer period of  
14 time granted by the non-breaching party; or  
15

16 9.1.2 Any assignment by a party for the benefit of creditors, or adjudication as a  
17 bankrupt, or appointment of a receiver, trustee or creditor's committee over a  
18 party.  
19

20 9.2 **Remedies.** Each party shall have all available remedies at law or in equity to recover  
21 damages and compel the performance of the other party pursuant to this Agreement. The  
22 rights and remedies afforded under this Agreement are not exclusive and shall be in  
23 addition to and cumulative with any and all rights otherwise available at law or in equity.  
24 The exercise by either party of any one or more of such remedies shall not preclude the  
25 exercise by it, at the same or different time, of any other such remedy for the same  
26 default or breach or of any of its remedies for any other default or breach by the other  
27 parties, including, without limitation, the right to compel specific performance.  
28

29 **10. Amendment or Termination of Agreement.**  
30

31 This agreement shall be reviewed annually by the parties to determine if any amendments are  
32 appropriate. This Agreement may be amended or terminated at any time by the mutual written consent of  
33 the parties and their successors in interest. Any amendment to this Agreement which relates to the terms;

1 permitted type, density or intensity of use; monetary contributions by Developer; or any conditions  
2 relating to the use of the Property shall require a public hearing before the parties may execute an  
3 amendment. Any other amendment shall not require a public hearing.  
4

5 **11. Notice.**  
6

7 11.1 Notice. A notice or communication under this Agreement by either Party shall be  
8 dispatched by registered or certified mail, postage prepaid, return receipt requested; and  
9

10 11.1.1 In the case of a notice or communication to Developer addressed as follows:  
11

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 Att: \_\_\_\_\_  
16

17  
18 11.1.2 In case of a notice or communication to the City, addressed as follows:  
19

20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 Att: \_\_\_\_\_  
24

25 Or addressed in such a way in respect to a Party as that Party may, from time to time,  
26 designate in writing dispatched as provided in this section.  
27

28 11.2 Headings. Any titles of the sections of this Agreements are inserted for convenience of  
29 reference only and shall be disregarded in construing or interpreting any of its provisions.  
30  
31  
32

1  
2  
3  
4

**Appendix 1**  
**Public Improvement**  
**Cost Reimbursement Schedule**

5 1. **Transportation Infrastructure**

- 6 e) Geometric and signalization improvements at intersection of Pine and Haskell streets.
- 7 f) Proposed Railroad Crossing and Highway 99 Intersection geometric and signalization  
8 improvements.
- 9 g) Geometric improvements to Pine, Haskell, and Taylor streets and affected portions of Hwy 99 at  
10 the Pine Street intersection, and upgrades to the Pine Street railroad crossing.
- 11 h) Proposed new access street from Hwy 99 intersection to Haskell intersection to TOD arterial  
12 Standards.
- 13 i) Proposed new Haskell street extension through TOD from Taylor Street intersection to Grant  
14 Road terminus (including Jackson Creek bridge) to TOD collector standards.
- 15 j) Proposed 'horseshoe' round-about to TOD central green collector standards.
- 16 k) Proposed new collector streets from 'central green' intersection , south to Taylor street  
17 intersection and west to Grant road intersection (including Jackson Creek bridge) all to TOD  
18 collector standards.

19  
20 2. **Utility Infrastructure**

- 21 a) 8-inch water lines and connection systems adjacent to and within the TOD.
- 22 b) 12-inch water line and connection systems adjacent to and within the TOD.
- 23 c) 16-inch water line and connection systems adjacent to and within the TOD.
- 24

25 3. **Open Space Infrastructure**

- 26 a) Neighborhood Parks located within the TOD.
- 27 b) Pocket Parks within the TOD.
- 28 c) Pedestrian Promenade within the TOD.
- 29 d) Griffin Creek Natural Resource Area within the TOD.
- 30 e) Open space and Public Landscape areas within the TOD.



**STAFF REPORT**

October 22, 2012

**AGENDA ITEM: IV-B**

Discussion FY 12-13 Budget Update

**STAFF SOURCE:**

Don Burt, Planning Manager

**BACKGROUND:**

The Urban Renewal Plan was approved on March 8, 2012 and recorded on March 15, 2012. The Plan has passed its appeal date without incident, and is now official. The only oversight is the timing between the time the Plan was approved and the qualification date for receiving tax increment revenue. To receive tax increment revenue for FY12-13 the Plan must have been approved prior to January 1, 2012 (ORS 457.450). We did not make that deadline and therefore will not receive tax increment revenue until FY13-14. For purposes of calculating the Base Value of the Urban Renewal District the Assessor will use the FY12-13 values, which will be available late October. Although we missed the deadline for tax increment collection this year the good news is that changes in the District's overall values between this year (October 2012) and last year (October 2011) may have declined. We may have more information regarding actual values for the meeting.

With regard to the impact of the tax increment funds delay on the budget, the Development Commission will need to maintain a balanced budget, reducing the approved budget by \$50,000 (the *estimated* amount of tax increment revenue to be received). Currently, the Development Commission has not authorized any capital project expenditures, and as of this date (10/22/2012) there have been no operational expenditures.

Budgeted projects for FY12-13 are:

1. **Streetscape Improvements, Construction (Project No. 4)** – Within the Urban Renewal Area there are two pending projects with frontage along Hwy. 99. It is proposed the Commission assume the cost of the pedestrian lights. Estimated Cost: \$50,000.
2. **Parking Lot Improvements, Construction (Project No. 6)** – The City has received a grant for the construction of the parking lot on Third and Oak. The cost of constructing the parking lot exceeds the grant amount. It is proposed that the Commission assume the expense for the parking lot lights (2). Estimated Cost: \$25,000.
3. **Gebhard Road Extension, Concept Plan Development (Project No. 8)** – The old Wal-Mart site represents a significant commercial development opportunity. As part of the development of the Wal-Mart site it will be necessary to extend Gebhard Road. It is proposed that the Commission begin planning for the extension. This would include location, general design requirements, signalization, cost estimates, etc. This information would then be used in a proactive way to facilitate development of the general area. The alternative is to wait until a development is proposed for the site, and then react to their plans, including possible participation

in the construction of the Gebhard Road extension. Responsibility for development of the Gebhard Road extension is not an outcome of the Concept Plan Development, but it will give the Commission valuable insights into the development of the general area. Estimated Cost: \$50,000.

4. **Streetscape Improvements along S. Second St., Concept Plan Development (Project No. 1)** – Like the Gebhard Road extension project it is recommended that similar efforts be applied to Second Street south of East Pine Street. Redevelopment of the old hospital property will use Second Street as its primary access. It is to the advantage of the Commission to begin conceptual design of the Second Street streetscape, not only to understand limitations and potential costs, but also to show the Commission’s initiative in advancing development of the hospital (Asante) site. Estimated Cost: \$25,000.

Due to the postponement of tax increment revenue it will be necessary to postpone expenditures on the above by \$50,000. Before any of the projects formally proceed they will be presented in detail to the Commission for approval. Each project will be further defined and approved by the Commission before any expenditure of funds. As noted during the budget process inclusion in the budget does not assure that the projects will be undertaken during the fiscal year.

**ISSUES:**

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None

**EXHIBITS/ATTACHMENTS:**

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None

**ACTION:**

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Discussion

**RECOMMENDATION:**

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None