

Administration Office

Rogue Valley Council of Governments

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R10-17-A-008

December 19, 2016

Susan Morales EPA Region 10
1200 Sixth Avenue, Suite 900
Mailstop: ECL-112
Seattle, WA 98101

Dear Ms. Morales:

Enclosed is a proposal for the US Environmental Protection Agency (EPA) FY2017 Coalition Community Wide Assessment (CWA) Brownfield Grant. The Rogue Valley Council of Governments (RVCOG), as lead applicant, is partnering with the cities of Medford, Central Point, Grants Pass, and Jackson County to request \$600,000 in Coalition CWA Brownfield funding for FY2017. Our application includes a request for \$300,000 in hazardous substance funding and \$300,000 in petroleum funding. This is our second consecutive year submitting a Coalition CWA Brownfield Grant proposal. We participated in an EPA debrief, and learned about where our FY2016 application was deficient. We have also been continuing to work hard to engage with a diverse group of stakeholders, and have strong local support for this initiative as evidenced by the many letters of commitment that are part of our application package. On November 3, 2016, we held our second outreach meeting at the Medford Public Library.

The RVCOG is an intergovernmental entity established in 1968. We currently have 23 members, including each of our four Coalition partners. The RVCOG works closely with its members in:

- 1) Developing and maintaining a Regional Transportation Plan and a Transportation Improvement Program.
- 2) Facilitating collaborative, multi-jurisdictional land use planning.
- 3) Performing regional air quality conformity analyses.
- 4) Conducting natural resource projects that protect and improve the environment.

The relationships that we have developed through collaborative work on numerous successful projects with each of our Coalition partners will ensure that our Brownfield program will be equally successful.

Coalition partners are currently working together to strengthen the local economy by attracting new, diverse industries. Brownfields, including closed mills, abandoned gas stations and former auto sales and service facilities and other derelict properties, are a significant impediment to economic development. Coalition CWA funding will allow us to develop a comprehensive brownfield program that will begin with inventory prioritization (we will have already completed site identification using funding leveraged from Business Oregon), followed by assessment of sites in several focus areas within the Rogue Valley. While community assessment projects universally benefit the regions in which they occur, paving the way, as they do, for future cleanup and redevelopment to recover lost property tax revenue, catalyze private investment, and expand employment opportunities, the imminent expansion

The Rogue Valley Council of Governments is a voluntary association of these local governments and special districts in our region:

Jackson County
Josephine County
City of Ashland
Town of Butte Falls
City of Cave Junction
City of Central Point
City of Eagle Point
City of Gold Hill
City of Grants Pass
City of Jacksonville
City of Medford
City of Phoenix
City of Rogue River
City of Shady Cove
City of Talent
Emergency Communications of Southern Oregon (ECSO)
Jackson County Library District (JCLD)
Jackson Soil & Water Conservation District
Rogue Community College (RCC)
Rogue Valley Sewer Services (RVS)
Rogue Valley Transportation District (RVTD)
Southern Oregon Regional Economic Development, Inc. (SORED)
Southern Oregon University (SOU)

of all three of the participating cities' geographic boundaries makes it even more critical to identify and eventually mitigate otherwise developable land in and around these cities to reduce the unnecessary urbanization of rural and agricultural lands. In addition, Jackson County, as the planning authority for White City, the region's only unincorporated community and southern Oregon's highest concentration of industrial lands, is particularly interested in this proposal as a means of ensuring full utilization of White City's employment potential.

Site identification activities have identified 120 brownfields in the Medford metro area, and we expect that site identification work underway in Grants Pass will identify between 50 and 100 sites. Many of these brownfields are located along the State Highway 99 (OR-99) corridor in Medford, Central Point, and Grants Pass, which, since the construction of US Interstate Highway 5 (I-5) in 1963, has seen little investment as many businesses have relocated in areas easily accessed via I-5. Others are located in our regionally significant industrial areas, many of which are in the unincorporated Jackson County community of White City. Both the OR-99 corridor and White City are home to many of our minority and low income residents, resulting in a disproportionate impact on the health of these residents.

RVCOG and our Coalition partners would greatly appreciate your support of this grant application. Our vision for our community is to provide every resident the opportunity to live in a neighborhood that is beautiful, safe, affordable and easy to get around in. We recognize that over the last several decades development has occurred on the fringes of our towns or in auto-dominant areas. As a result, main streets and central neighborhoods have been neglected, storefronts and industrial buildings abandoned. The creation of a brownfields program is essential to achieving our vision, and can only be accomplished with the EPA's support of our Coalition.

Sincerely,



Michael Cavallaro
Executive Director

Applicant ID	Rogue Valley Council of Governments	
Applicant DUNS No.	184986115	
Grant Type	Assessment Coalition	
Contamination and Funding Amount	\$600,000 in total funding: \$300,000 for hazardous substance and \$300,000 for petroleum	
Location	Within the Medford and Grants Pass Metropolitan Areas, including Central Point and the unincorporated Jackson County community of White City.	
Project Contact	Chief Executive	Project Director
Name, Title, and Organization	Michael Cavallaro, Executive Director Phone: 541.423.1335 mcavallaro@rvcog.org 155 N. 1 st Street, Central Point, OR 97502	Greg Stabach, Natural Resources Coordinator Phone: 541.423.1370 gstabach@rvcog.org 155 N. 1 st Street, Central Point, OR 97502
Population	Medford – 76,648; Grants Pass – 34,916; Central Point – 17,443, White City – 8,355	
Poverty	Census data indicates that the poverty rates in Jackson and Josephine County have exceeded the national average over the last 30 years, but have exceeded 20% only in the most recent Small Area Income and Poverty Estimates.	

Regional Priorities Other Factor Form

Name of Applicant: Rogue Valley Council of Governments

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Protect/Enhance Water or Threatened and Endangered Species

Page Number(s): 3, 11, 12 and 15

Assessment Other Factors Checklist

Name of Applicant: Rogue Valley Council of Governments

Please identify (with an **x**) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or U.S. territory.	
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments.	5 & 8
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	2, 5, 7, 9 & 11
Recent natural disaster(s) (2012 or later) occurred within community, causing significant community economic and environmental distress.	
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient’s IMCP proposal which lists/describes the core partners and implementation strategy parties.	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, applicant must attach documentation.	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	



Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

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Eugene, OR 97401

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TTY 711

December 19, 2016

Susan Morales
U.S. Environmental Protection Agency, Region 10
1200 Sixth Avenue, Suite 900 (ECL-122)
Seattle, WA 98101-3140

RE: DEQ Support of the Rogue Valley Coalition's Application for Community-Wide Assessment Funding

Dear Ms. Morales:

The Oregon Department of Environmental Quality (DEQ) is pleased to acknowledge the community-wide assessment grant application from the Rogue Valley Coalition, which includes the Rogue Valley Council of Governments, Jackson County, and the cities of Medford, Grants Pass, and Central Point. The coalition is asking for \$600,000, equally divided between hazardous substance- and petroleum-contaminated sites.

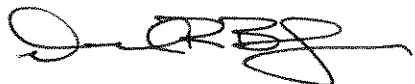
As in rural communities in other parts of the state, southwestern Oregon has many closed wood-product mills, former fruit orchards with pesticide contamination, abandoned gas stations, vacant industrial buildings, and other brownfields that impede economic development. Despite the extreme financial hardship in this area, the cities of Grants Pass and Medford, working in cooperation with DEQ, have managed to redevelop several brownfield sites, demonstrating that there is demand for new uses in this area. Grants Pass redeveloped a former hop farm into a food bank, while Medford redeveloped a blighted downtown corridor into new headquarters for a local auto dealership. Additional funds will help these communities address some of the other economically challenged areas. The coalition partners have shown they can work together by implementing priorities like regional transportation plans and multi-jurisdictional land use planning.

Using a small grant from the State of Oregon in 2016, the Rogue Valley Coalition identified over 120 brownfields that need assessments. The targeted sites include Timber Products Company and Boise Cascade mills in Medford; Spalding & Sons Lumber, Bates Lumber/Miller Redwood, and SoPly mills in Grants Pass; and Boise Cascade plywood and pine sawmills in Jackson County. These are large industrial sites

that if assessed and cleaned up could be put back to use – and create new jobs in southwestern Oregon.

DEQ supports the Coalition application for a community-wide assessment grant, and encourages EPA to fund this grant and thereby provide the Coalition the much needed resources to address brownfields in the Rogue Valley.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Belyea', with a stylized flourish at the end.

David Belyea
Acting Western Region Administrator

ec Michael Cavallaro, RVCOC
 Mary Camarata, WR BF Coordinator
 Gil Wistar, HQ BF Coordinator
 Leonard Farr, Stantec

1. COMMUNITY NEED

1.a. Target Area and Brownfields:

1.a.i. Community and Target Area Description: The Rogue River Valley is the economic engine of Southwestern Oregon, and home to the region’s two largest metropolitan statistical areas (MSAs), Medford and Grants Pass. These two MSAs are the Target Area for the project. Medford is the 8th largest city in Oregon (largest in Jackson County), while Grants Pass is the 16th largest, and the most populous in Josephine County. Included within the Medford MSA are the cities of Central Point and White City. In 1884, the Oregon and California Railroad was constructed through the Rogue Valley, and Medford and Grants Pass were founded as railroad towns. With railroad access to distant markets, the orchard industry flourished in the early 1900s. US Highway 99 (now State Highway 99 [OR-99]) was constructed in 1915 connecting Medford, Central Point and Grants Pass. In 1963, Interstate Highway 5 (I-5) was completed, improving vehicular access to markets within and outside the Rogue Valley, but also generating brownfield challenges by diverting growth from the OR-99 corridor to areas easily accessed via I-5.

During World War II, Medford became a military town with the construction of Camp White, an Army training post and prisoner-of-war camp. At its peak, Camp White housed 40,000 soldiers. Following the war it was repurposed into the unincorporated Jackson County community of White City, the area’s industrial hub. The demand for lumber after the war sparked a wood products manufacturing boom. At the industry’s peak in 1951, 90,000 workers were employed in the timber industry in Oregon. By 2008, the number employed had decreased to 25,000 as a result of lower demand, automation, and endangered species act regulation¹. Amongst Target Area communities, more than 15 lumber mills have closed, and the vast majority of these sites remain vacant today creating a severe brownfield challenge.

To address brownfield impacts in the Target Area, and in two focus areas identified in Section 1.a.ii, the Rogue Valley Council of Governments (RVCOG) has formed a Coalition with Medford, Grants Pass, Central Point, and Jackson County (representing White City). Led by the RVCOG, Coalition partners are working to strengthen the local economy by attracting new, diverse industries, with emphasis on social equity by focusing project activities in demographically challenged areas. Brownfields, including shuttered mills, abandoned gas stations and former auto sales and service facilities are a significant impediment to economic development, and are a source of disproportionate welfare, environmental, and public health impacts. Coalition community-wide assessment funding will allow us to develop a comprehensive program to address brownfields throughout the Target Area, prioritizing our focus areas. Environmental assessment projects will benefit the region, paving the way for future cleanup and redevelopment to recover lost property tax revenue, catalyze private investment, improve livability, expand employment opportunities, and address social inequities in the Rogue Valley.

1.a.ii. Demographic Information and Indicators of Need: Demographic data for our Target Area, demographically challenged focus areas, the state, and the nation are summarized below. These data demonstrate a compelling basis for Target Area and focus area selection.

Data Type	Medford	Medford Focus Area ¹	Central Point	White City	Grants Pass	Grants Pass Focus Area ²	State of Oregon	United States
Population	76,648	2,288	17,443	8,355	34,916	6,560	3,900,343	314,107,084
Unemployment Rate	5.7%	17%	8.2%	8.3%	6.7%	21%	5.6%	6.5%
Poverty Rate	22.3%	61%	11.8%	18.8%	22.3%	48%	16.7%	15.6%
Child Poverty	31.1%	74%	17.4%	15.9%	30.8%	57%	21.7%	21.6%
% Minority Population	9.5%	47%	7.5%	12.7%	8.2%	22%	14.9%	26.2%
Median Household Income	\$42,366	\$28,488	\$46,765	\$47,119	\$33,240	\$37,012	\$50,521	\$53,482
< High School Education	12.5%	40%	14.0%	22.7%	11.0%	14%	10.5%	13.7%
Land Area (sq. mi.)	25.73	0.59	3.9	1.87	10.87	2.02	95,988	3,531,905

Unless otherwise indicated, all data are from American Community Survey (2010-2014). ¹Blockgroups 410290001001 & 410290002011. ²Blockgroups 410333605001, 410333605002, 410333605003, & 410333605004. Blockgroup data sourced from EJScreen.

The Rogue Valley, like the rest of the US, has finally seen a decrease from double-digit unemployment rates over the last several years. The duration of double-digit unemployment during the

¹ <http://oregoneconomicanalysis.com/2012/01/23/historical-look-at-oregons-wood-product-industry>

Great Recession in the Rogue Valley (Nov. 2009 to August 2013) was 46 months, as compared to 10 months in Oregon and one month nationally². Job growth in the area continues to lag behind the national average, particularly in the poorest neighborhoods in the Target Area (see focus area demographic data in table above). To focus project benefits in the areas of greatest need, two focus areas have been identified within the Target Area, each of which has been identified as a poverty hot spot by the State of Oregon³. As evidenced in the demographic table, the two focus areas have poverty rates 2-3 times the national average, and the median income in the Medford focus area is 33% less than the City's and 44% less than Oregon's. The Grants Pass focus area median income is not representative due to the presence of a few luxury homes occupied by high income households located along the Rogue River. Unfortunately, the consequences of these statistics are not contained to adults in the workforce. In 2015-16, 53% of Medford School District students and 63% of Grants Pass School District students qualified for free or reduced lunch. In 2014-15, the Medford school district had 1,206 students who were classified as homeless. Additional information regarding the focus areas is provided in Section 1.b.

1.a.iii. Brownfields and Their Impacts: RVCOG leveraged \$25,000 in funding from Business Oregon to develop a list of brownfields located in the Target Area. This work is on-going, but has resulted in the identification of more than 120 brownfields in the Medford MSA alone. Inventory data sources include public databases, historical information, field reconnaissance and public outreach.

In Medford and Grants Pass, both large industrial brownfield sites (former lumber mills), and smaller commercial brownfield sites (former gas stations, drycleaners, and auto sales and service facilities) are common, while in White City, the predominant type of brownfields are large industrial sites. Both real and perceived environmental impacts associated with these properties are inhibiting their redevelopment.

High priority large industrial brownfields in Medford include property owned by Timber Products Co. (55 acres) and Boise Cascade (100+ acres). These were formerly used to support mill operations, but are now idle as mill operations have scaled back. In Grants Pass, large industrial brownfields include: 1) Spalding & Son Lumber (84 acres); 2) Bates Lumber/Miller Redwood (175 acres); and 3) Mill Street Industrial Area (66 acres). In White City, Boise Cascade closed a sawmill in 2008 (75 acres), and a plywood mill in 2009 (20 acres), creating two large industrial brownfields. Many of these large industrial brownfields are located near residents. Contaminants on these sites include wood treating chemicals (pentachlorophenol, creosote and metals), fuels and lubricants, and formaldehyde used in plywood resins. Resident exposure to these contaminants is occurring via direct contact and inhalation of particulates as contaminated surface soils are transported to neighboring properties via wind and water.

Transportation corridors have played a key role in the geography of development and subsequent brownfield creation in the Rogue Valley. Following the completion of I-5, many OR-99 businesses closed or relocated to sites with easy I-5 access leaving brownfields in their wake. This issue is most evident in our Medford focus area. Adjacent to and within this focus area are more than 30 former auto-related/gas station/dry cleaner parcels totaling more than 10 acres that are currently unoccupied and/or for sale/lease. Petroleum hydrocarbons and solvents likely have been released at these brownfields, which are located adjacent to focus area residences, exposing nearby residents to volatile contaminants via vapor intrusion into their homes. An environmental database record indicates that a dry cleaner formerly operated at 1006 Court Street, adjacent to focus area residences. A release of tetrachlorethylene (PCE) may have occurred at this site, and as PCE degrades, other toxic chemicals (e.g. trichloroethylene) form. Further, an area-wide PCE plume with an unknown source is present beneath our Medford focus area.⁴

1.b. Welfare, Environmental, and Public Health Impacts

1.b.i. Welfare Impacts: A recent news article⁵ paints an accurate picture of blight in Medford where 436 residential and commercial properties sit vacant. Many of these properties are brownfields. The city has investigated 1,899 cases of junk accumulation, and issued 294 citations at these 436 properties since 2009. Medford police have responded to 114 calls for noise, city ordinance violations, and a drive-by-shooting at six dilapidated homes in our Medford focus area since 2012. White City and Grants Pass also are struggling with blight. Costs associated with vacant and blighted parcels include: 1) direct costs

² <http://www.deptofnumbers.com/unemployment/oregon/medford/>

³ Oregon Department of Human Services List of Oregon High Poverty Hotspots – 2015

⁴ <http://www.deq.state.or.us/lq/ECSI/ecsidetail.asp?seqnbr=5745>

⁵ <http://www.mailtribune.com/news/20160403/medford-considers-foreclosure-action-on-abandoned-properties-to-fight-blight>

associated with municipal code and law enforcement services, 2) direct loss of tax revenues, and 3) indirect costs associated with a decrease in values for nearby properties. Sensitive populations such as the elderly, minorities, and low income residents are disproportionately exposed to blight throughout the Target Area and particularly in our focus areas.

Another significant welfare issue in the Target Area is a lack of affordable housing. A recent survey from the Southern Oregon Rental Owners Association measured a vacancy rate of 1.5% as compared to 12% nationally. The Housing Authority of Jackson County reports that 5,416 residents are on a waiting list for rental assistance vouchers. On average, renters in Jackson and Josephine Counties spend 35.5% and 37.0%, respectively, of their income on housing, both well above the national average of 31.1%.⁶

Crime also is a welfare concern in the Rogue Valley. A survey of Rogue Valley residents completed as part of the Oregon Values and Beliefs Project indicated that crime is on the minds of 47% of residents, and with good reason.⁷ In 2015, Medford had the highest per capita rate of violent crime (4.95 violent crimes/1,000 residents) in Oregon, with Grants Pass a distant second at 3.45 violent crimes/1,000 residents.⁸ Medford police chief Tim George says that drugs, primarily methamphetamine, drives the majority of crime in the area. Brownfields and blight create a sense of hopelessness leading to depression and drug use, which in-turn lead to criminal behavior.

1.b.ii. Cumulative Environmental Issues: Under the 1990 Clean Air Act Amendments, the Rogue Valley became a nonattainment area for particulate matter. The Rogue Valley experiences winter temperature inversions that during its lumber mill days produced fog so thick that visibility was less than 5 feet. The inversions and resulting heavy fog return every winter lowering air quality for months at a time. The Medford-Grants Pass area was ranked the 25th most polluted area in the nation by the American Lung Association in 2015⁹. Poor air quality causes increased rates of asthma and other chronic respiratory conditions. The poor air quality in our focus areas is documented by the US EPA’s Environmental Justice Screen (EJScreen) Tool (see table below). The climatic conditions that create poor air quality in the Target Area enhance the negative effects on air quality sources from brownfields (Section 1.a.iii).

Selected Variables EJ Index	State Percentile			EPA Region 10 Percentile			US Percentile		
	Medford	White City	Grants Pass	Medford	White City	Grants Pass	Medford	White City	Grants Pass
Air Particulates (PM _{2.5})	91	85	84	91	86	84	76	69	68
Ozone	94	88	85	94	88	86	79	72	69
Traffic Proximity and Volume	96	82	90	96	83	91	90	72	84

Data obtained using EJScreen (<http://www.epa.gov/ejscreen>) on 11/20/16.

The Rogue River Basin drains a 5,156 square-mile area. The river or its tributaries flow through all Coalition communities. Known for its salmon runs, whitewater rafting, and rugged scenery, the Rogue River was one of the original eight rivers named in the Wild and Scenic Rivers Act of 1968. Nearly all the native fish species in the Rogue Basin have been identified as “species of concern”, and Coho Salmon have been listed as threatened under the federal Endangered Species Act. The Middle Rogue Subbasin is the most polluted as a result of the cumulative effects of point and non-point source pollution in the Bear Creek Valley (Medford area), the most intensively developed area in the Rogue Valley. Brownfields in the Rogue Valley are believed to be a significant source of pollution affecting Bear Creek and Rogue River water quality. Brownfield contaminants including gasoline and diesel constituents and solvents are transported to surface water via shallow groundwater present throughout the Target Area.

The Rogue River also is used as a drinking water source by Grants Pass and Medford, and many other smaller communities. The same contaminants sourced from brownfields that threaten endangered species also are a risk to human health via ingestion of drinking water.

1.b.iii. Cumulative Public Health Impacts: Communities with many brownfields tend to have a multitude of public health issues. Common brownfield public health issues include 1) increased potential for exposures to harmful chemicals sourced from brownfields, 2) increased crime rates associated with mental illness and substance abuse derived from feelings of hopelessness to which brownfields/blight are

⁶ Moving From Poverty to Prosperity in Oregon – 2015 Report on Poverty

⁷ <http://www.opb.org/news/series/valuesbeliefs/survey-crime-trumps-unemployment-in-southern-oregon/>

⁸ https://ucr.fbi.gov/crime-in-the-u.s/2015/crime-in-the-u.s.-2015/tables/table-8/table-8-state-pieces/table_8_offenses_known_toLaw_enforcement_oregon_by_city_2015.xls

⁹ State of the Air 2015: American Lung Association, 2015

a contributing factor, and 3) poor air quality resulting from climatic conditions and exacerbated by particulate material sourced from brownfields leading to elevated blood lead levels, asthma prevalence, etc.¹⁰ Many of these public health issues are clearly impacting the Target Area, with a disproportionate impact in our focus areas. A few examples include: 1) the rate of violent crime is 4.95 per 1,000 residents in Medford, the highest in Oregon;⁷ 2) the incidence of chronic diseases in Jackson / Josephine Counties are 60.9% / 64.6% as compared to an Oregon average of 54.3%;¹¹ and 3) Jackson and Josephine counties ranked 21st and 28th in health outcomes (length and quality of life) and 27th and 29th for health factors (health behaviors, economic factors, and physical environment) of 33 Oregon counties in 2016¹².

Public health challenges disproportionately impact sensitive populations, including children, the elderly, and the poor. Brownfields in the Target Area and focus areas are a large part of this equation. For example, one brownfield property (a vacant former auto sales/service facility) in the Medford focus area is located adjacent to Kids Unlimited, a school created to provide children, regardless of their cultural or economic background, an opportunity to believe in education. This area is located within Census Blockgroup 410290001001, where 47% of residents are minorities, and 74% of children are living in poverty. Brownfield site identification has revealed the presence of many brownfields within and adjacent to this focus area. These brownfields may be directly impacting public health through exposure of residents to contaminants sourced from these sites. Further, within this entire Census Blockgroup, there is only one 2,000 square foot park, constructed in 2014, affording little opportunity for recreation. A vacant former gas station is located across the street from the park. Further compounding cumulative public health impacts in this focus area is poor air quality, as described above in Section 1.b.ii.

1.c. Financial Need

1.c.i. Economic Conditions: RVCOG is funded largely by federal/state grants. 77% of our current funding resources are from federal or state grants and are dedicated to specific programs. As a result, we are unable to fund a brownfield program without EPA's assistance. Our Coalition partners are struggling to fund core services and do not have the financial resources to develop a brownfield program. For example, Jackson County operated at a loss of approximately \$17 million during the two-year period between FY11 and FY13 as a result of a decrease in property tax revenues (Oregon does not have a sales tax). Overall, property tax revenues have decreased by \$2.7 million since FY09 in Jackson County.

Similarly, Grants Pass has experienced income and property tax revenue decreases. Compounding these revenue decreases is the discontinuation of federal timber payments in 2011. As a result of timber payment cuts, the Josephine County Sheriff's Department budget dropped from \$12 million in 2012 to \$5.2 million in 2013, resulting in the lay-off of 23 deputies. Since these cuts were implemented, Grants Pass estimates that there has been a 73% increase in thefts and a 53% increase in burglaries¹³. In 2011, Juvenile Justice had a budget of more than \$2.5M and 34 full-time employees. This year its budget has been reduced to \$988,000 and their full-time staffing has been reduced to eight.

Oregon's property tax structure caps tax payments and rate increases, eliminating the ability of local taxing authorities to perform periodic reassessments. As a result of this and other revenue shortfalls our Coalition partners have had to slash budgets, restructure departments, and significantly reduce staff and services. Unemployment rates in the public and private sectors within the Target Area (see Section 1.a.ii.) continue to remain higher than in the state and nation. Unemployment in the area can be attributed to losses in the construction, manufacturing, retail, tourism, and most importantly, timber industries. Approximately 52% of Jackson County and 62% of Josephine County is National Forest land, so the Target Area remains highly dependent on natural resource employment.

Examples of recent Target Area job losses include: 1) the cities of Medford and Grants Pass have laid off more than 200 workers since 2010, 2) in 2008/2009 two mills closed in White City, laying-off 200 workers; in October 2014, Roguewood Furniture in Grants Pas closed laying-off 44 workers; and 3) during the 3rd quarter of 2016, Erickson Air Crane Inc., a manufacturer and operator of heavy-lift helicopters, laid off approximately 60 Central Point employees.

¹⁰ An Indicator Framework to Measure Effect of Brownfields Redevelopment on Public Health: ATSDR, July/August 2013

¹¹ Oregon Health Authority chronic diseases among Oregon adults, by county, 2010-2013

¹² 2016 County Health Rankings - Oregon

¹³ <http://www.nydailynews.com/news/national/woman-oregon-raped-911-no-send-home-article-1.1353085>

1.c.ii. Economic Effects of Brownfields: As indicated in Section 1.a.ii, recovery from the Great Recession has been slow in the Target Area. During the last six years the number of brownfields in our community has grown dramatically as a result of the economic downturn. The areas hardest hit by brownfields, such as along OR-99 where the commercial building stock is old and in poor condition, are located adjacent to some of the Target Area's poorest neighborhoods, resulting in a disproportionate impact on low income and minority residents. In White City, several mill closures have resulted in significant property tax revenue losses, and the loss of hundreds of family-wage jobs.

On-going brownfield site identification work funded by Business Oregon has documented more than 120 brownfields in the Medford MSA, and we haven't yet initiated inventory work in Grants Pass. A recent study by Business Oregon on the economic impact of its brownfield program implemented throughout the state revealed that of the 91 brownfield projects it has funded, 51 have experienced redevelopment. These 51 projects have generated \$814 million in private investment, 8,900 jobs, and \$19 million in additional tax revenue¹⁴. Our hope is to bring similar successes to our Target Area. A recent local redevelopment success story is the Lithia Headquarters Building (The Commons) constructed on a brownfield in downtown Medford. The project was built on property formerly occupied by a vacant school and gas station. This project resulted in \$12 million in private investment, created 200 temporary construction jobs, and is now home to 300 Lithia employees. Annual property taxes assessed during the year prior to redevelopment were \$8,863. Property taxes assessed for 2016 were \$186,037¹⁵.

Vacant commercial/industrial properties located along OR-99 and adjacent to our Medford and Grants Pass focus areas have created significant economic and social challenges. Economic challenges include lost jobs, and depressed property values and tax revenues. The biggest social challenge is the disproportionate affect that brownfields have on low income and minority residents, as demonstrated by the demographics provided in Section 1.a.ii. Further exacerbating these challenges, local taxpayers are incurring direct costs to maintain and secure vacant or abandoned properties (see Section 1.b.i.). The presence of blighted properties in poor neighborhoods also disproportionately impacts the mental health of sensitive populations, and increases the incidence of property and personal crime.

The closure of the White City Boise Cascade Sawmill provides an excellent example of the lost opportunity cost associated with brownfields. At its peak, the mill produced 50 million board feet of lumber annually, operating three shifts, and employing more than 200 workers. Over time, the mill went from three shifts to one, and closed in 2008. Annual wages for the 200+ jobs lost averaged \$45,000, and supported many families. The state income tax rate in Oregon is 9%, meaning that \$810,000 in annual income tax revenues were associated with these lost jobs. In 2007, the facility paid \$214,472 in annual property taxes. Today, the facility is used only for log storage, and in 2016, paid \$42,565 in property taxes¹⁴. More than 15 lumber mills have closed in the Target Area over the last 25 years, so this tale of lost jobs and tax revenue has been told over and over again.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

2.a. Project Description, Timing and Implementation

2.a.i. Project Description and Alignment with Revitalization Plans: We are requesting \$600,000 (\$300,000 each for petroleum and hazardous substance sites) to establish a Rogue Valley brownfield revitalization program. Program elements are described in Section 2.b., and are summarized below.

- **Prioritization of brownfield sites** identified using \$25,000 in grant funding leveraged from Business Oregon. Our prioritized inventory will be a key tool in the selection of sites to conduct the project elements described below.
- **Phase I and II environmental site assessments (ESAs)**, including regulated building material surveys. We anticipate utilizing approximately 70% of grant funds for ESA completion.
- **Remedial and reuse planning** at sites that show the greatest promise for near term redevelopment.
- **Area-wide planning (AWP)** in two areas with a high density of brownfields, and that have been identified as high priority areas in Coalition partner land use and revitalization plans.
- **All reporting tasks** in accordance with EPA requirements.

We also will **engage with the public** in all aspects of our revitalization program throughout the project.

¹⁴ Economic Impacts of Oregon's Brownfields Programs, October 2014

¹⁵ <http://web.jacksoncounty.org/OIS/taxhistory>

To address the Target Area's high level of economic distress and numerous brownfields, the Coalition will work to reduce blight, stimulate private investment and create jobs through brownfield redevelopment projects in alignment with established land use plans. For example, the Land Use Element of the *Grants Pass Comprehensive Community Development Plan* envisions using redevelopment projects to capitalize on the assets that make Grants Pass special, including the Rogue River and the Historic Downtown District. The plan emphasizes using redevelopment to achieve its goals for a pedestrian, bicycle, and transit friendly environment. Also, in the latest *Regional Problem Solving* plan for the Rogue Valley, action items indicate a need for consideration of brownfields. These action items include: 1) preserving farmland; 2) raising urban densities to support public transit service; and 3) concentrating mixed-use development along transportation corridors. All of these action items can be furthered by a successful brownfield revitalization program.

Our Medford focus area is adjacent and north of an area with a high density of auto-related brownfields (see Section 1.a.iii.) identified as an excellent candidate area for mixed use and transit-oriented development (TOD). TOD is a set of development strategies that encourages using public transit by creating an atmosphere that is safe, convenient, and easily accessible by foot, bicycle and transit. TOD also promotes neighborhood livability and increased use of public transit. A mix of residential, public, and commercial uses, and a diverse range of dense housing types and transportation options characterize TOD sites. By reducing reliance on single-occupant vehicles, TOD improves air quality by reducing the number of vehicle trips. Specific Medford planning goals that align with TOD include: 1) increasing the percentage of new dwelling units in mixed-use development and within transit-oriented districts in relation to total housing; and 2) increasing the percentage of new employment in mixed-use development and transit-oriented districts in comparison to total new employment.

The second high priority area located adjacent to our Grants Pass focus area is the former Spalding & Son Mill in Grants Pass, which has been designated a regionally significant industrial area. Spalding is a former sawmill property that has undergone partial redevelopment. Further redevelopment cannot proceed without evaluation of reuse strategies and infrastructure needs. Redevelopment plans for the Spalding site focus on creating a significant employment center. Both of these focus areas have substantial existing infrastructure that could be reused when these areas are redeveloped.

The Coalition embraces equitable development and livability principles. Our Target Area received great ideas on how to apply these principles by the University of Oregon's Sustainable Cities Initiative (SCI) in 2014. This program selects a partner community each year and assists it in developing a sustainability vision. SCI completed 14 projects that touched upon all six of the Partnership for Sustainable Communities livability principles. For example: 1) developing plans to revitalize downtown, which supports existing communities and promotes making communities healthy, safe and walkable; 2) identifying, inventorying, and analyzing land suitable as green space, thereby enhancing livability; and 3) evaluating bus rapid transit along OR-99, providing more transportation choices and enhancing competitiveness through reliable and timely access to employment centers. In 2015, Grants Pass commissioned a study of the viability of developing a small scale manufacturing district in its historic downtown in order to create an accessible employment center that would also be unique in offering a safe walkable neighborhood for patrons, and at the same time, reduce commuting costs for workers.

As a means to promote equitable development in the Target Area community, enterprise zones have been established in all Coalition partner communities. These zones provide incentives for businesses to locate in areas that have higher unemployment rates, lower income levels, brownfields, and decaying building and infrastructure, bringing jobs to areas where minorities and the poor reside. It is not surprising that these enterprise zones coincide with our focus areas. The entire OR-99 corridor is designated an enterprise zone within Medford and Central Point. In Grants Pass all commercial/industrial areas, and in White City nearly all commercial/industrial areas, are designated an enterprise zone. The tax abatement incentives of these zones in combination with the benefits of our brownfield project will be powerful in integrating equitable development into our project.

2.a.ii. Timing and Implementation: The planned timing of key project activity implementation is illustrated in the chart that follows. Achieving this schedule will ensure that all grant funding will be expended within 3 years. The entity responsible for implementation of each activity is detailed in Section 2.b.

Application for U.S. EPA Community-Wide Assessment Grants for Petroleum & Hazardous Substances Brownfields
Rogue Valley Coalition – FY2017

Task No.	Task Name	Description	FY17	FY2018				FY2019				FY2020				FY21
			Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0	Cooperative Agreement	Develop CA Work Plan and Execute CA														
1	Brownfield Inventory	Site Identification	← Completed with \$25,000 Business Oregon Grant													
		Prioritize and Identify Sites for Assessment														
2	Phase I ESAs	Eligibility Determination Forms														
		Property Owner Access Agreements														
		Phase I ESAs														
3	Phase II ESAs, Remedial Planning, and AWP	Quality Assurance Project Plan														
		Endangered Species/Tribal Consult/NHPA														
		Sampling & Analysis Plans														
		Conduct Phase II ESAs														
		Remedial Action Plans														
		Property Reuse Plans														
		Area-Wide Planning														
4	Public Involvement	Public Involvement Plan														
		Advisory Committee Meetings		+												
		Project Public Outreach Meetings		+												
		Communicate Project Progress														
5	Project Mngmt and Reporting	Quarterly and Final Reports														
		Annual DBE Reports														
		Maintain & Update ACRES Database														

2.a.ii.a. Contractor Procurement: In advance of this application, RVCOG undertook a competitive contractor procurement process, consistent with the requirements of 2 CFR 200.317-326. Our selected contractor has substantial experience in the implementation of brownfield grants, which will significantly aid in the efficient and timely completion of all project activities.

2.a.ii.b. Inventory, Prioritization and Selection: Using \$25,000 leveraged from Business Oregon, site identification will be completed by April 1, 2017. This work is currently being completed by our contractor with support from RVCOG on public outreach. This will allow for early site prioritization and selection following receipt of EPA grant funding. We will work to rank/prioritize our list of sites within approximately 4 months beginning in Q1 of FY18 (see chart above). Our method for site ranking will include developing community priorities through engagement with both a brownfield advisory committee (BAC) and the public, and then developing and implementing a quantitative scoring system that reflects community priorities. We will utilize preliminary inventory data to pre-select a few priority sites, and complete Phase I and II ESA activities at these sites concurrently with inventory ranking to demonstrate early progress, garner project support, and advance the project milestones timeline.

Site Selection/Governance Structure: The Coalition has agreed on a collective site selection governance structure to ensure the balancing of all Coalition partner interests. Each partner will have equal authority in collective site selection decisions. The site selection process will include the following steps: 1) nomination of a site by a Coalition partner, 2) solicitation of other Coalition partners for their support of the project, 3) selection of the site as long as four (of the five) Coalition partners support the project. Each coalition member has agreed that RVCOG would govern this process, and that each Coalition partner decision to support a site (or not) would be held in confidence by RVCOG.

2.a.ii.c. Obtaining Site Access: Site access will be obtained through an access agreement executed by RVCOG/property owner. A standard form agreement has already been developed for the project. As an incentive to property owner participation, we will offer reuse planning to convey a property reuse vision that will motivate owners both socially (improve livability) and financially (increase property value).

2.b. Task Descriptions and Budget Table

2.b.i. Task Descriptions: The scope of work for the project has been organized into five tasks.

Task 1 - Brownfields Inventory/Prioritization: (Total Budget: \$24,000): \$25,000 leveraged from Business Oregon is currently being used to create a list of Target Area brownfields. Information used in creating our list of brownfields includes: 1) review of Coalition partner records (tax delinquency status, ratio of improved value to land value, etc.); 2) review of Sanborn maps and other historical resources; 3) interviews with local stakeholders for information on vacant and underutilized commercial/industrial properties; 4) use online mapping applications and windshield surveys of priority brownfield sites to confirm their status as brownfield sites and to verify current conditions.

As site identification will be completed prior to receipt of EPA funding, Task 1 presents an opportunity for RVCOG to lead engagement with stakeholders and the community in completing inventory prioritization. We will convene at least two advisory committee meetings and one public engagement meeting to obtain information on community priorities. This information will then be used by our consultant in developing a quantitative scoring system to rank our list of brownfields. The Task 1 budget (for each hazardous substance/petroleum grant) includes RVCOG personnel costs of \$2,400 (40 hours @ \$60/hr [includes personnel of \$36/hr and fringe of \$24/hr]) to assist with inventory ranking. The budget (for each grant) includes contractual services of \$9,600 (96 hours @ \$100/hr).

Outputs: Brownfield Inventory Report with community priorities and a ranked list of brownfields.

Task 2 - Phase I ESAs: (Total Budget: \$94,000): Under direction of the Coalition, our environmental consultant will complete an estimated 20 Phase I ESAs (a minimum of two in each coalition partner jurisdiction) at up to 10 high-priority petroleum and 10 hazardous substance brownfield sites. Phase I ESAs will be performed in accordance with the All Appropriate Inquiries Final Rule and the ASTM International E1527-13 Phase I ESA standard. Our consultant will complete Phase I ESAs, including eligibility determinations and ACRES updates at an average cost of \$4,500 (total cost of \$45,000/grant). The budget (for each grant) includes RVCOG personnel costs of \$2,000 (33.3 hours @ \$60/hr) for data acquisition and report review and distribution.

Outputs: Eligibility Determinations, Property Owner Access Agreements, Phase I ESA Reports.

Task 3 - Phase II ESAs, Remedial Action Plans and AWP: (Total Budget: \$405,600): Our consultant will perform: 1) preparation of a comprehensive quality assurance project plan (QAPP) (estimated cost of \$7,600 [\$3,800/grant]); 2) Phase II ESAs including seven petroleum and seven hazardous substance sites (minimum one in each jurisdiction) (average cost of \$21,000 each [\$147,000/grant]); 3) preparation of Remedial Action/Site Specific Reuse Plans (RAPs) at two petroleum and two hazardous substance sites (average cost of \$10,000 each [\$20,000/grant]); and 4) AWP for two focus areas (average cost of \$30,000 each [\$30,000/grant]). Phase II ESA costs include site-specific sampling and analysis plans (SAPs), health and safety plans (HASPs), and endangered species/tribal consultation/National Historic Preservation Act (NHPA) screening. The budget (for each grant) includes RVCOG personnel costs of \$2,000 (33 hours @ \$60/hr) for report review and distribution.

Outputs: QAPP, SAPs, HASPs, endangered species/tribal consultation/NHPA screen, Phase II ESAs, RAPs, Reuse Plans, and AWPs.

Task 4 – Public Involvement (Total Budget: \$45,000; Total committed/leveraged in-kind budget: \$58,578): This task includes: 1) preparing a detailed project public involvement plan, 2) coordinating and conducting at least four meetings with stakeholders and the public; 3) implementing meaningful public input into the site selection processes; 4) preparing and publishing public notices; 5) preparing meeting materials and presentations; and 6) preparing and distributing brochures and other public information materials, and 7) convening a BAC to aid Coalition partners on site prioritization and selection, and other activities. Additional details are provided in Section 3. The community outreach budget includes \$13,500 (per grant) for the Coalition's contractor to facilitate community outreach meetings, produce project informational materials, and assist the Coalition with site-specific outreach. The budget (for each grant) includes RVCOG personnel costs of \$9,000 (150 hours @ \$60/hr) to lead community outreach activities.

Outputs: Public Involvement Plan, Webpage, Informational Materials, Meetings.

In-kind Labor: \$6,000 (100 hours \$60/hr); \$5,360 in-kind contribution by RVCOG; \$27,648 in-kind contribution by Coalition partners; \$29,820 in-kind contribution by other partners (in-kind contributions documented in attached letters of commitment).

Task 5 – Project Mgmt & Reporting (Total Budget: \$31,400; Total committed in-kind RVCOG budget: \$10,000): The budget includes \$2,200/grant in expenses for RVCOG/Coalition partner personnel to attend one national brownfield conference and one state/regional conference (four total). Estimated travel costs include airfare (\$375/person/conference = \$1,500) and hotel/meal costs (\$242/person/day/conference = \$2,900). In addition, \$8,500/grant (85 hrs @ \$100/hr) is budgeted for contractual costs for reporting and other eligible activities to support tasks outlined above. The budget includes RVCOG costs of \$5,000/grant (83 hours at \$60/hr) to assist with reporting and other eligible activities.

Outputs: Quarterly Progress, Annual DBE, Financial & Closeout Reports; ACRES Updates.

In-kind Labor: \$10,200 (170 hours \$60/hr) voluntary in-kind match by RVCOG (see Section 2.c).

2.b.ii. Budget Table: The proposed budget for grant-funded activities is summarized below.

Budget Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Totals
	<i>Brownfields Inventory Prioritization</i>	<i>Phase I ESAs</i>	<i>Phase II ESAs/ RAPs/ AWP</i>	<i>Public Involvement</i>	<i>Project Mngmt and Reportings</i>	
Personnel/Fringe: Petroleum	\$2,400	\$2,000	\$2,000	\$9,000	\$5,000	\$20,400
Personnel/Fringe: Haz. Subs.	\$2,400	\$2,000	\$2,000	\$9,000	\$5,000	\$20,400
Travel: Petroleum					\$2,200	\$2,200
Travel: Haz. Substance					\$2,200	\$2,200
Contractual: Petroleum	\$9,600	\$45,000	\$200,800	\$13,500	\$8,500	\$277,400
Contractual: Haz. Substance	\$9,600	\$45,000	\$200,800	\$13,500	\$8,500	\$277,400
Petroleum Totals	\$12,000	\$47,000	\$202,800	\$22,500	\$15,700	\$300,000
Haz. Substance Totals	\$12,000	\$47,000	\$202,800	\$22,500	\$15,700	\$300,000
Project Totals	\$24,000	\$94,000	\$405,600	\$45,000	\$31,400	\$600,000
Total Number of Sites	N/A	20	14/4/2	N/A	N/A	N/A

2.c. Ability to Leverage: RVCOG received \$25,000 in grant funding from Business Oregon in August 2016 to develop a list of brownfields (see Attachment A). It is estimated that 0.15 full time equivalent (FTE) per year (312 hours) is required for financial and project management by RVCOG. Based upon this labor estimate, and using the salary and fringe rates included in Section 2.b.i, RVCOG’s labor cost for the project is \$18,720/year, or \$56,160 for the entire three-year project. As indicated in the table above, our proposed project budget for financial and project management is \$40,800. RVCOG pledges costs above and beyond this proposed budget (estimated at \$15,360) as in-kind voluntary match for the project. In addition, Coalition partners Grants Pass, Central Point, and Jackson County have pledged all labor costs as an in-kind contribution to the Project. Their estimate of the value of their in-kind contributions total \$27,648. Further, many project supporters also have pledged in-kind contributions totaling \$29,820. Thus, the total in-kind labor contribution pledged to the project is \$72,828.

Anticipated Leveraging Opportunities: With a history of using leveraged funding to complete redevelopment projects (i.e. The Commons/Lithia Headquarters in downtown Medford and the Josephine County Food Banks Raptor Creek Farm Community Garden Project in Grants Pass [a 2014 EPA Region 10 Phoenix Award winner]) and ongoing partnerships with urban renewal agencies, Business Oregon, Oregon Department of Environmental Quality (DEQ), the Governor’s Regional Solution Office, and other state agencies, we anticipate many opportunities to leverage funding. Tax increment financing is a significant economic development tool currently utilized by Medford, Grants Pass, and Central Point to direct property tax revenue to capital improvement projects within designated areas. Urban renewal agencies will support our project within urban renewal areas. Business Oregon’s Infrastructure Finance Authority, which assists communities in building infrastructure capacity to address public health and compliance issues and support their ability to attract and retain businesses. Both Medford (\$600,000) and Grants Pass (\$300,000) both receive annual HUD Community Development Block Grant funding. We will look for opportunities to co-fund projects with this program (i.e. affordable housing projects). In addition, Business Oregon (letter of commitment in Attachment C) provides grants and financing assistance for brownfield assessment, cleanup, and integrated planning activities. Finally, DEQ performs Site-Specific Assessments that are funded by EPA designed to promote redevelopment or property transfer. The Governor’s Regional Solutions Office also has pledged to support our project by assisting us with identifying state sources of funding that can be tapped into.

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

3.a. Engaging the Community

3.a.i. Community Involvement Plan: Community involvement for the project was initiated more than a year ago (an outreach meeting was held on 11/17/15) as part of our unsuccessful FY2016 grant application. Our second public meeting for the project was held in Medford on November 3, 2016. The meeting was well attended by a wide variety of stakeholders and included a general program information presentation followed by Q&A that focused on how organizations and individuals can participate in the project. Attendees broadly and strongly indicated their support for the initiative, and their support is confirmed in the letters of support provided in Attachments B and C. The Coalition will work with these organizations through formation of a BAC that will meet over the course of the project, including a post-grant award kick-off meeting, site inventory ranking meeting(s), and two meetings to apprise the

committee of project efforts and successes. Diverse interests of committee members will ensure a transparent public process and committed community input throughout the project.

Over the last six months, we have used social media, web pages, and email to distribute an electronic survey, and to date, have received dozens of survey responses. Survey questions are designed to obtain information on community priorities and we plan to more broadly distribute this survey immediately following Cooperative Agreement execution. Information from the survey will be used to assist in incorporating community priorities into brownfield inventory site prioritization.

The Coalition partners have successfully collaborated on planning and economic development projects, and now on the beginnings of a site revitalization program. As outreach continues, the Coalition will create a detailed public involvement plan to solicit and process community input throughout the project. Sustained outreach to a full range of stakeholders including the traditionally disenfranchised is planned and we believe essential to a successful site revitalization project. We recognize that without the backing of all sectors of the Target Area community, our goals for equitable economic development will not be achievable. The Agency for Toxic Substances and Disease Registry (ATSDR) Action Model will be implemented to ensure the participation of traditionally disenfranchised members of the community.

RVCOG will lead community involvement efforts with support from Coalition and community-based organization partners. Each Coalition partner has agreed to assist in reaching residents in their respective jurisdictions. We have received a commitment from several public health organizations with connections to the underserved populations in our focus areas (see commitment letters in Attachments B & C). Organizations such as Unite Oregon, the Health Care Coalition of Southern Oregon, and the Housing Authority of Jackson County. These organizations provide various social services to underserved populations in the Target Area. Their connection to these populations will aid significantly in engaging with traditionally disenfranchised members of the community.

3.a.ii. Communicating Progress: Local government in the Rogue Valley has a long history of successful public participation on projects. The Coalition partners' robust outreach programs will use both traditional methods of communication (e.g. community meetings, mailings, website and social media updates, and newspaper articles), and methods specifically targeting traditionally disenfranchised groups (e.g. ATSDR Action Model and engaging with social service agencies to reach their clients). Information regarding the project has already been posted on the RVCOG's website, and this information will be periodically updated. RVCOG also is looking into adding a website feature that allows ongoing community input.

Throughout our brownfield project, Coalition partners will communicate progress via brownfield webpages on their respective websites. The *Mail Tribune* (Medford) and *Daily Courier* (Grants Pass) will provide printed media coverage. Progress will be communicated in a newsletter included in Grants Pass utility bill mailings. Local radio and television stations will reach residents without internet access. A series of fact sheets and a public kick-off meeting will inform stakeholders about the project. We have found attending and participating in existing forums and community events to be the most appropriate and effective communication method. As a result, we plan to attend and participate in industry trade group meetings, and club meetings such as Rotary International. Most importantly, we will attend gatherings involving the traditionally disenfranchised, such as block parties and other neighborhood events with emphasis in the areas most impacted by brownfields (our focus areas).

Consideration in selecting BAC members will be given to the sectors of the community which they represent, and their willingness to communicate progress to their constituents. At a minimum, representation from public health, social service agencies, natural resource protection and restoration, and the real estate community will be included. Most project communications will be published in English, but the Coalition will develop/distribute materials in Spanish (more than 18,000 residents in Coalition partner communities are Hispanic), as necessary. In addition, all Coalition partner programs, services, and meetings are Americans with Disabilities Act (ADA) compliant. All Coalition partner literature includes a statement that citizens may request alternative formats or special accommodations.

3.b. Partnerships with Government Agencies

3.b.i. Local/State/Tribal Environmental Authority: The sole implementing environmental agency for the Medford/Grants Pass area is the DEQ. The DEQ enforces state environmental statutes, and operates a voluntary cleanup program (VCP). The DEQ regional lead for the Medford-Grants Pass area is Mary Camarata. The DEQ's role on this project will be to 1) assist with petroleum eligibility determinations, 2)

advise the project team regarding potential candidate properties, 3) participate in public outreach, and 4) provide oversight and technical support through its VCP.

3.b.ii. Other Government Partnerships: **Business Oregon** operates a Brownfields Program that assists with financing to evaluate, cleanup, and redevelop brownfields. Its role on our project will be to provide funding for activities not eligible under our EPA grant, such as cleanup. Business Oregon provided RVCOG with a \$25,000 grant for site identification already indicating its support of our Rogue Valley revitalization program initiative. The **Governors Regional Solutions Office** is a community and economic development entity that works locally to identify priorities, solve problems, and seize opportunities. We will work closely with Regional Solutions on common community and economic development initiatives, and use them as a resource in identifying additional funding resources.

The Coalition will work with state and local public health organizations (commitment letters in Attachment C) to promote community health during our brownfield project. The **Oregon Health Authority (OHA)** operates a brownfield program funded by the state and the ATSDR supports efforts that engage underrepresented communities, develop local leadership, and prevent harmful exposures to contamination. One tool employed by OHA is the ATSDR Action Model. The role of OHA and the Jackson/Josephine County health departments during our project will be to deploy the ATSDR Action Model to facilitate community outreach functions, and to inform stakeholders (particularly vulnerable members of the community) regarding the health effects of brownfields.

There are three urban renewal agencies (Medford, Grants Pass and Central Point) within the Target Area. These agencies will assist with the identification of brownfield properties within their respective Urban Renewal Areas, and to co-fund projects that would aid in achieving the objectives of the agencies and our project. **Rogue Valley Transportation District (RVTD)** is the public transportation provider within the Target Area. RVTD has pledged to distribute information regarding the project amongst its management and board of directors, and be an advocate for transit-oriented development on the BAC. **Rogue Community College** is an accredited two-year college, and has committed to distribute project information to its faculty, staff and students, and to incorporate elements of our project into its curriculum. The **Jackson Soil & Water Conservation District's** mission is to protect and conserve natural resources, and it has committed to BAC participation and distributing project information.

3.c. Partnerships with Community Organizations

3.c.i. Community Organization Description & Role: A key element of our community based organization partnerships is outreach to the traditionally disenfranchised members of the community, and the following 3 organizations will play a key role in this. **Unite Oregon** has been working to advance economic, racial, and health equity within the Rogue Valley for 30 years and has pledged to distribute information regarding the project to the community, participate in the BAC, and attend and support project public outreach functions. **Health Care Coalition of Southern Oregon's (HCCSO's)** mission is to support non-profit community health centers and public health agencies in promoting health equity. HCCSO is currently working on a project to advance policy, systems, and environmental changes that promote equity and address social determinations of health called SO Health-E. This project aligns well with our project, and HCCSO has pledged to publicize our project, and participate in the BAC. **Housing Authority of Jackson County (HAJC)** is an independent agency established in 1969 to administer affordable housing programs in Jackson County. Today, HAJC provides over 2,000 Housing Choice Vouchers and over 1,300 units of affordable housing monthly. HAJC has pledged to publicize our project, and participate on the BAC.

Partner organizations whose primary function is natural resource protection and restoration include: **Rogue River Watershed Council, Rogue Basin Partnership,** and the **Southern Oregon Land Conservancy**. Our climate change, clean energy, technology, and sustainability partners include: **Rogue Climate** and **Southern Oregon Climate Action Now**. Each of these organizations have committed to BAC participation and dissemination of information on our project.

Rogue Workforce Partnership's (RWP's) mission is to foster the region's economic vitality by growing the skills and talent of workers, so that businesses and residents can prosper. RWP has committed to participate in the BAC, and to find ways to integrate workforce development into our project. **Southern Oregon Regional Economic Development's** mission is to help businesses prosper to advance economic opportunities compatible with community values, and it will help in identifying brownfields with the greatest economic development potential, and communicate progress to its partners.

3.c.ii. Letters of Commitment: 16 letters of support from CBOs and other stakeholders that have pledged in-kind contributions totaling \$29,820 have been received.. Letters are provided in Attachments B and C.

3.d. Partnerships with Workforce Development Programs: We have procured an Oregon-based contractor with a field office in Grants Pass to implement our revitalization program. We also will encourage our contractor to use local subcontractors whenever possible, and consider employment candidates with roots in Jackson and Josephine counties should their work on the project require them to hire staff. We also will promote the Oregon Tradeswomen’s workforce training program (based in Portland, Oregon) by referring local residents with an interest in a career in the brownfields revitalization industry to the program, and by utilizing subcontractors that support their programs. Oregon Tradeswomen currently is implementing an EPA Brownfield Job Training Grant received in FY15.

We will communicate with local colleges (Rogue River Community College and Southern Oregon State University) and with Rogue Workforce Partnership regarding learning and job shadowing opportunities, and will strive to obtain participation from the local student body in our outreach activities.

4. PROJECT BENEFITS

4.a. Welfare, Environmental, and Public Health Benefits: Target Area welfare challenges include blight, lack of affordable housing, and public safety concerns. These issues are disproportionately impacting sensitive populations in our Medford and Grants Pass focus areas, which also have a high incidence of brownfields. As part of our brownfield revitalization project, we anticipate conducting area-wide planning and multiple environmental site assessments in these areas in order to promote transit-oriented development (TOD) and create family wage jobs. While our revitalization program will most benefit the underserved and sensitive populations, all within the Target Area will benefit.

Studies have identified our Medford focus area as an excellent TOD candidate. Much of this area is within 0.25-0.5 miles (a walkable distance) from RVTD’s Front Street Station hub, which provides access to all seven of the area’s transit lines, and from Riverside Avenue/Bus Route 40 (the eastern boundary of the focus area). Our vision also includes at least 20% of new housing being affordable, consistent with Oregon’s new inclusionary zoning law, effective June 2, 2016. This redevelopment plan is consistent with Medford planning goals described in Section 2.a.i. This redevelopment would also have substantial welfare and public health benefits for Target Area and focus area residents including: 1) expanded affordable housing options, 2) a decreased automobile dependence and more transit options, which will result in air quality improvements (a significant cumulative environmental issue in the area); 3) an increase in property values; 4) an increase in retail and service industries proximal to home; and 5) improved livability through blight reduction and public safety improvements.

Environmental impacts (cumulative and those associated with brownfields) include: 1) poor air quality; 2) threats to Rogue River water quality that could impact numerous drinking water systems as well as the threatened aquatic organisms that call it home; and 3) potential contamination sourced from brownfields that may currently be impacting nearby residents, and may impact future residents/workers.

The Rogue River is one of Oregon’s scenic and recreational treasures. It is also home to threatened Coho Salmon and is the drinking water source for multiple communities. Due primarily to the cumulative effects of point and non-point source pollution, particularly in the Bear Creek Valley (Medford area), water quality problems have been measured in the Rogue River Basin. Stormwater and contaminated groundwater sourced from brownfield properties is a direct threat to water quality. Catch basins located on brownfields often are not properly maintained. This can result in catch basins not filtering oil and grease effectively. If a catch basin becomes plugged, this can cause erosion and transport of contaminated soils onto public rights-of-way and adjoining properties. Brownfield redevelopment will result in upgrades in stormwater management infrastructure. At the least, new development would bring site stormwater management infrastructure into compliance with requirements stipulated in the Rogue Valley Stormwater Quality Design Manual, created in 2006. Redevelopment might also include the installation of “green” stormwater management infrastructure, such as bioswales, that would have an even more significant positive impact on stormwater quality.

The welfare and environmental benefits described above are intertwined with public health benefits. Due to the proximity of our focus areas to brownfields, assessment that leads to cleanup will provide public health benefits (reduced exposure to toxic substances) to those in our focus areas. Of particular importance, since Medford has some of the worst air pollution in the country, will be improvements in air quality realized through reductions in particulate emissions from brownfields, and a reduction in traffic

volumes as a result of TOD redevelopment. Brownfield redevelopment will reduce blight, provide better housing and transportation options, and create family wage jobs, positively impacting public health by improving mental health and increasing household incomes, which will reduce crime and illicit drug use, and provide income for the purchase of healthier food.

4.b. Economic and Community Benefits: The primary economic benefits from brownfield redevelopment are 1) added employment, both short term construction employment and long term employment associated with new industry, and 2) increases in tax revenue from both new jobs (income tax) and new development (property tax). If just a small fraction of the many brownfields within the Target Area are redeveloped, substantial economic benefits will be realized. EPA estimates that 7.3 jobs are created per \$100,000 in EPA brownfield funds expended¹⁶. Thus, with a \$600,000 grant, our revitalization program will create 44+ jobs in the Target Area (we believe we will exceed this average). Assuming an income of \$40,000/job, and with Oregon's income tax rate of 9%, these jobs would generate \$158,400 in state/local income taxes annually.

One of our priority sites for job creation is the former Spalding & Son Mill property. The community vision for this 84-acre brownfield is an industrial park that provides family-wage jobs. Grants Pass has nominated the property as a regionally significant industrial area. Approximately 20% of the former mill has already been redeveloped, creating 360 jobs. As the remainder of the property is redeveloped, we anticipate the creation of hundreds of additional jobs. This may not have happened during the 3-year term of our grant, but we believe we can create substantial job creation momentum. This site has unresolved environmental issues (contaminants include pentachlorophenol, formaldehyde, and petroleum) that require further investigation, and we anticipate utilizing grant funds for assessment of the property. We also anticipate conducting AWP activities in this area, primarily focused on transportation and infrastructure improvements required to redevelop the property. Community welfare and public health benefits from grant funded activities at this high priority site, while indirect, will be substantial. Job creation will indirectly improve community livability and reduce welfare and public health impacts, particularly for those living adjacent to the property.

The Lithia Headquarters redevelopment project (Section 1.c.ii) provides an example of the economic benefits of brownfield redevelopment. This project resulted in additional property tax revenue of nearly \$180,000 annually. An estimated 10+ properties within the Target Area are poised to have an economic impact on par with the Lithia project. EPA grant funds will provide the needed financial resources to make projects like Lithia a reality. By attracting new industry and entrepreneurial ventures, brownfield redevelopment will reduce vacancy rates, mitigating community response costs and bolstering property tax revenues. As discussed in Section 1.c.i., assessed values have dropped dramatically resulting in significant decreases in property tax revenue. Redevelopment will generate new tax revenue, allowing Coalition partners to better support community programs and social services. This project also includes two new City-owned park blocks that bring greenery, and event (farmers market, lunch time concerts, etc.) and recreation space to the area.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

5.a. Audit Findings: RVCOG has received no adverse findings from a Circular A-133 audit, nor been required to comply with "high risk" terms and conditions under Office of Management and Budget (OMB) Circular A-102. As a recipient of federal, state, and local government agency financial assistance, RVCOG is accustomed to ensuring that an adequate internal control structure is in place so that all federal/state/local programs comply with applicable laws and regulations. Per state statutes, RVCOG conducts an annual audit on the financial statements of all government activities.

5.b. Programmatic Capability: RVCOG will lead the project Coalition. Eligibility documentation for RVCOG is provided in Attachment E. Greg Stabach, Natural Resources Coordinator for RVCOG, will be the project manager. Mr. Stabach will lead the Coalition and direct its contractor to ensure that all technical, administrative, and financial requirements are met. Pat Foley, RVCOG Community Development Specialist, will support Mr. Stabach as grant administrator.

Mr. Stabach and RVCOG staff have all required capabilities to manage the project, and have secured contractor services to ensure timely and successful expenditure of funds and completion of project tasks. In advance of this application, the city undertook a competitive contractor procurement process compliant

¹⁶ <http://www2.epa.gov/brownfields/brownfields-program-accomplishments-and-benefits>

with 2 CFR 200.317-326, and contracted with an environmental consultant experienced with EPA-funded brownfield assessment and cleanup projects. With contractor procurement complete the Coalition can begin work immediately and achieve project goals within the three-year grant period.

Before project work begins, the Coalition partners will establish a Memorandum of Agreement (MOA). The MOA will document RVCOG's role as the Coalition lead, and establish its ultimate responsibility for implementing all aspects of its cooperative agreement work plan. The MOA will also document that the Coalition partners agree to collaborate on a site selection process to ensure that all Coalition communities are treated equally. Mr. Stabach and the Coalition members will meet at the project outset to review the cooperative agreement work plan, and ensure that each member is aware of its role and responsibilities. The Coalition will meet regularly throughout the project, either as a stand-alone group or as part of an advisory committee, to review and discuss project progress and direction.

Greg Stabach, RVCOG: Mr. Stabach will serve as project manager, supporting implementation of all tasks. Mr. Stabach has worked for RVCOG for 15 years and is currently managing the Natural Resources Department. He has written and administered grants through the Oregon Watershed Enhancement Board, the National Fish and Wildlife Foundation, and DEQ's 319 Nonpoint Source Management Program.

Pat Foley, RVCOG: Ms. Foley will serve as grant administrator for the project. Over the last 20 years at RVCOG she has administered numerous grant/loan projects for agencies such as: the Business Oregon Infrastructure Finance Authority, US Department of Agriculture, Oregon Parks and Recreation Department, and the Oregon DEQ Quality Clean Water Revolving Loan Fund.

Coalition Support: Coalition partners (letters of commitment in Attachment F) have pledged combined in-kind donations of staff time totaling \$27,648 to participate in grant implementation, serve on the BAC, and assist with community outreach and public involvement throughout the grant term. Coalition partner leads are listed below including their qualifications and experience.

Matt Brinkly, AICP, CFM, Planning Director, City of Medford: Matt Brinkley has been a professional planner since completing a Masters in Urban and Regional Planning at Michigan State University in 2007. While working for Lansing Township, Michigan, he established that community's first brownfield redevelopment authority. He secured a "rePowering America's Land" brownfield technical assistance grant through the US EPA that evaluated the feasibility of redeveloping a 180 acre former General Motors manufacturing facility as a renewable energy generation and eco-industrial park.

Scott Lindberg, Grants Specialist, City of Grants Pass: Mr. Lindberg has been the City's Grants Specialist since 2009 and has overseen several federal grant programs, including the Josephine County Food Bank at Raptor Creek Farm (2014 EPA Region 10 Phoenix Award winner). Mr. Lindberg works closely with affected City departments daily, and will assist the Coalition in identifying and researching brownfield sites in Grants Pass. Mr. Lindberg will represent Grants Pass on the advisory committee.

Tom Humphrey, AICP, Community Development Director, City of Central Point: Mr. Humphrey has 30 years of planning experience working for cities, counties and associations of government. He has worked in land use, transportation and capital facilities planning. He has also participated on many committees with RVCOG and Jackson County. Mr. Humphrey will be involved in site identification and prioritization, and will lead outreach activities in Central Point.

Kelly Madding, Development Services Director, Jackson County: Ms. Madding has worked in the local government field for 20 years, 10 of which have been with Jackson County. Prior to her current position with Jackson County, she was Economic and Special Development Director for Jackson County. Ms Madding will participate in the BAC, focusing on site selection and prioritization, and will lead outreach activities in White City and other unincorporated areas of Jackson County.

Additional Support Staff: RVCOG employs planning, engineering, legal, financial services, and administrative staff to support project implementation and complete EPA required reporting, ACRES database updates, and financial documents. RVCOG also has a professional human resources department to recruit qualified replacements should key project staff leave the agency. All Coalition partners also have additional support staff that can be called upon to ensure successful project implementation.

The selected firm has implemented over 60 EPA brownfield grant projects. The contractor will provide technical and project management capabilities, including assistance with site inventory and prioritization, community outreach assistance, Phase I and II ESAs, and remedial planning. Early selection of a contractor with substantial EPA brownfield grant implementation experience will allow RVCOG to "hit the ground running" if EPA awards a grant.

5.c. Measuring Environmental Results: In order to measure and evaluate project progress, we have identified a number of project outputs and outcomes (see table below) that will be tracked and reported in quarterly progress reports on an ongoing basis over the life of the project.

Output Tracking Categories	Outcome Tracking Categories
Number of Eligibility Determinations	Number of Jobs Created
Number of Phase I Environmental Site Assessments	Amount of Public Funding and Private Investment Leveraged
Number of Sampling and Analysis Plans	Number of Acres of Property Made Ready for Redevelopment
Number of Tribal Consults/Endangered Species Evaluations/ National Historic Preservation Act Screens	Square Feet of New Buildings Constructed, and number of Buildings Seeking or Obtaining LEED Certification
Number of Phase II Environmental Site Assessment	Square Feet of Building Made Ready for Adaptive Reuse
Number of Remedial Plans	Number of Acres of Property Made Ready for Parks or Greenspace
Number of Site Reuse Plans	Number of Human Health Exposure Eliminated
Number of Area Wide Plans	Amount of Additional Property Tax Revenue Generated
Number of Public Meetings Held	Number of Stormwater Quality Improvements Made
Number of Fact Sheets and Other Outreach Materials Prepared	Number of Real Estate Transactions Facilitated

5.d. Past Performance and Accomplishments

5.d.ii. Has Not Received an EPA Brownfield Grant; Has Received Other Assistance Agreements:

RVCOG has received many federal/state/local government funding or assistance agreements, including those listed below. Several similar in scope and size to this project are listed below.

City of Kerby Community Water System Design and Construction - Community Development Block Grant (CDBG) \$1,000,000; Oregon Water/Wastewater Fund: \$100,000; Rural Utilities Service Grant/Loan \$2,137,550 = \$3.238M: 1) Purpose and Accomplishments - RVCOG received federal and state grant/loan funding to design and construct a new water system for unincorporated community of Kerby located in Josephine County, including 15,000 feet of subsidiary distribution lines, fire hydrants, and a booster pump station. Installation of the system was necessary as the existing water system could not meet drinking water standards as a result of septic system impacts. The project was successfully completed in September 2010, providing clean water for more than 500 residents. Key RVCOG staff involved in the project included Pat Foley. 2) Compliance with Grant Requirements - All grant terms and conditions were met, and all grant work was completed on time and on budget.

City of Gold Hill Water Intake Relocation – Community Development Block Grant (CDBG) \$750,000; Business Oregon Special Public Works Fund (SPWF) \$225,000; US Senate Version 2797 \$540,000 = \$1.515M: 1) Purpose and Accomplishments - RVCOG received federal and state grant funding to construct a new water intake and pumping station along the banks of the Rogue River and a raw water transmission line. The old intake was located on a canal that diverted water from the Rogue River. The canal caused Gold Hill to exceed its water rights allocation and presented a hazard to migrating juvenile salmon, including Coho that have been listed as threatened under the endangered species act since 1997. The project was successfully completed in July 2007, bringing Gold Hill into compliance with its water rights allocation, and improving juvenile fish passage. Key RVCOG staff involved in the project included Pat Foley. 2) Compliance with Grant Requirements - RVCOG complied with all awarding agency requirements. RVCOG also adhered to project work plans, schedules and terms and conditions outlined in the project funding agreements.

City of Gold Hill Diversion Dam Removal and Restoration Project – Oregon Watershed Enhancement Board Grants \$1,051,500; National Oceanic and Atmospheric Administration \$485,000; = \$1.536M: 1) Purpose and Accomplishments - RVCOG received federal and state grant funding to remove a canal diversion dam, close the canal, and complete riverbank restoration. The diversion dam was identified as the second highest-ranking Rogue River fish passage barrier. The diversion dam impeded fish passage: its fish ladder did not meet National Marine Fisheries Service fish passage criteria and its unscreened head gate trapped juvenile fish in the diversion canal. The project was successfully completed in August 2008, improving passage for juvenile threatened Coho and declining Chinook Salmon. Key RVCOG staff involved in the project included Greg Stabach and Pat Foley. 2) Compliance with Grant Requirements - RVCOG complied with all awarding agency requirements. RVCOG also adhered to project work plans, schedules and terms and conditions outlined in the project funding agreements.

Attachment A: Firm Leveraged Resources Documentation

1. Business Oregon Brownfield Redevelopment Fund Grant Contract

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: Rogue Valley Regional Brownfields Planning Project

Project Number: N17004

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and Rogue Valley Council of Governments (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$30,000.

“Grant Amount” means \$25,000.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a council of governments, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. [Reserved]
- E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact

of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- L. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SEC ON 8 DEFA S

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

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SEC ON 9 RE ED ES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
 - (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director for Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Natural Resources Program Manager
Rogue Valley Council of Governments
PO Box 3275
Central Point OR 97502-0011

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

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

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

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

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

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

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

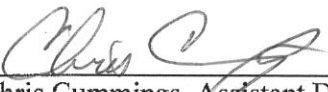
J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

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

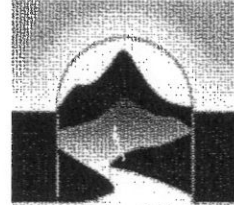
The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



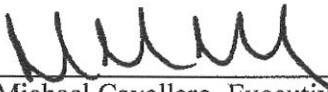
STATE OF OREGON
acting by and through the
Oregon Business Development Department

By: 
Chris Cummings, Assistant Director

Date: 8-19-16



ROGUE VALLEY COUNCIL OF GOVERNMENTS

By: 
Michael Cavallaro, Executive Director

Date: 8/19/16

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Exhibit A: General Definitions
Exhibit B: Project Description
Exhibit C: Project Budget

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 5 August 2016.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete the following integrated planning activities within two identified areas in the region – an area along the OR-99 Highway corridor north of Medford and an area encompassing industrial lands in White City:

1. Construction of a comprehensive inventory of properties within each area; and
2. Hold at least one public workshop targeted at engaging property owners, business owners, neighborhood associations, public health and environmental justice advocates, realtors and elected officials.

Recipient shall provide OBDD with a summary report of its activities and outcomes.

Exhibit C: Project Budget

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Brownfields Inventory Planning Study	\$22,500	\$3,000
Public Outreach Activities	2,500	2,000
Total	\$25,000	\$5,000

Attachment B: Letters of Commitment – Community Based Organizations

1. Health Care Coalition of Southern Oregon (\$4,050)
2. Housing Authority of Jackson County (\$2,700)
3. Rogue Basin Partnership
4. Rogue Climate (\$2,250)
5. Rogue River Watershed Council
6. Rogue Workforce Partnership (\$2,700)
7. Southern Oregon Climate Action Now (\$2,100)
8. Southern Oregon Land Conservancy
9. Southern Oregon Regional Economic Development, Inc.
10. Unite Oregon (\$2,250)



health care coalition of southern oregon

Serving Douglas, Josephine
& Jackson Counties

December 8, 2016

Michael Cavallaro, Executive Director, RVCOG
155 N First Street, Central Point, OR 97502

RE: Letter of Support for U.S. EPA Brownfield Coalition Community-Wide
Assessment Grant

Dear Michael:

Health Care Coalition of Southern Oregon (HCCSO), is writing to show our support and commitment to the Rogue Valley Brownfield Coalition and its efforts to obtain an FY2017 U.S. EPA Brownfields Community-Wide Assessment Grant. We understand the Coalition is seeking this funding to assess and plan the reuse of petroleum and hazardous substance impacted brownfield sites.

HCCSO was born in 1990 when leaders of safety net clinics and public health agencies in Jackson, Josephine, and Douglas Counties joined together to reduce duplication in services, and collaborate to improve the health of Southern Oregon residents. Our mission is to advance health equity through key partnerships with public health agencies, non-profit community health centers, and other community organizations. One of our current programs, funded by the Oregon Health Authority/Office of Equity and Inclusion, is the Southern Oregon Health Equity Coalition (SO Health-E). The project mission is to advance policy, systems, and environmental changes that promote equity and address social determinations of health. We are very interested in the impact that brownfields are having on public health in the Rogue Valley, particularly because underrepresented populations (racially and ethnically diverse communities, people with disabilities, and LGBTQ communities) are disproportionately impacted by brownfields.

HCCSO pledges to support this project through the following actions:

- Distributing relevant information on the Brownfield Coalition amongst our employees and those that use our services.
- HCCSO offers to participate in a brownfield advisory committee (BAC). It is our understanding that the Brownfield Coalition intends to host several BAC

www.hccso.org

140 S. Holly
P.O. Box 1419
Medford, OR 97501
Phone: 541.774.8095
Fax: 541.774.7977
maggie.sullivan@hccso.org

OUR MISSION

To support the unique role of non-profit community health centers and public health agencies as they partner to promote health equity

MEMBER ORGANIZATIONS

Jackson County
Public Health

La Clinica
Health Centers

Community
Health Center

Josephine County
Public Health

Siskiyou Community
Health Center

Douglas County Health
and Social Services

Executive Director
Maggie Sullivan, MPH

meetings over the three year grant period, and that these meetings will be used in developing a system for prioritizing brownfields for assessment. We would like to be the voice for public health on the BAC.

- Our in-kind contributions to your project is estimated at 30 hours per year of staff time to distribute information, attend the BAC meetings and otherwise participate in the grant implementation process. With an estimated of salary and fringe of \$45/hour, this amounts to an estimated contribution value of 30 hours x \$45 x 3 years = \$4,050.

HCCSO looks forward to assisting the Brownfield Coalition in considering important public health equity issues in its project while revitalizing and transforming our communities within the Rogue Valley.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maggie Sullivan', with a long horizontal flourish extending to the right.

Maggie Sullivan
Executive Director

541-774-8095

maggie.sullivan@hccso.org



HOUSING AUTHORITY OF JACKSON COUNTY

2251 TABLE ROCK ROAD MEDFORD OR 97501

PH/TDD (541) 779-5785

FAX (541) 857-1118

December 18, 2016

Michael Cavallaro, Executive Director
RVCOG
155 N First Street
Central Point, OR 97502

RE: Letter of Support for U.S. EPA Brownfields Coalition Community-Wide Assessment Grant

Dear Michael:

The Housing Authority of Jackson County (Housing Authority) is pleased to provide this letter in support for the Rogue Valley Brownfields Coalition's efforts to obtain an FY2017 U.S. EPA Brownfields Community-Wide Assessment Grant. We understand the Coalition is seeking this funding to assess and plan the reuse of petroleum and hazardous substance impacted brownfield sites. We have also been informed that an electronic survey distributed by the Coalition has received many responses regarding the need for additional affordable housing in Southern Oregon (of course, we are not surprised to hear this), highlighting the importance of our participation in this initiative.

The Housing Authority of Jackson County is an independent agency established by the Jackson County Commissioners in 1969 to administer affordable housing programs. The Housing Authority has grown over time to provide over 2,000 Housing Choice Vouchers and over 1,300 units of affordable rental housing throughout Southern Oregon and continues to grow to meet the ever increasing demands for affordable housing. At the heart of the American dream is the simple hope that each of us can choose to live in a neighborhood that is beautiful, safe, affordable and easy to get around. We recognize the role that Brownfields can play in helping individuals realize this dream, and as a result, support and encourage the Brownfields Coalition's efforts to revitalize Brownfields in our community. We see the potential the Coalition has to directly assist us in accomplishing our mission by providing environmental assessment for one or more of our renovation or construction projects. Even if we don't receive such a direct benefit, we know there will be indirect benefits for the people we serve.

The Housing Authority pledges to support this project through the following actions:

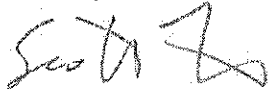
1. We will distribute relevant information on the Brownfields Coalition amongst our employees and those that use our services.
2. We offer to represent the affordable housing community on your brownfield advisory committee (BAC). It is our understanding that the Brownfields Coalition intends to host approximately five BAC meetings over the three year grant period, and that these meetings will be used in developing a system for prioritizing Brownfields for assessment.



3. Our in-kind contribution to your project is estimated at 20 hours per year of staff time to distribute information, attend the BAC meetings, etc. With a salary and fringe of \$45/hour, this amounts to an estimated contribution value of 20 hours x \$45 x 3 years = \$2,700.

The Housing Authority of Jackson County looks forward to supporting the Brownfields Coalition in the ways described above, to further the Coalition's goal of revitalizing and transforming communities within the Rogue Valley.

Sincerely,



Scott Foster
Executive Director
541-779-5785 x 1012
Email: Scott@hajc.net





info@roguepartners.org
541-414-9064
roguepartners.org

P.O. Box 1214
Medford, OR 97501

ROGUE BASIN PARTNERSHIP

December 8, 2016

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 1st Street | P.O. Box 3275 Central Point, OR 97502

Dear Mr. Cavallaro,

The Rogue Basin Partnership (RBP) would like to offer its support of The Rogue Valley Council of Governments (RVCOG) application for Brownfield Community-Wide Assessment Grant funds for the reuse and revitalization of properties throughout the Medford Metropolitan Statistical Area and within the City of Grants Pass. The project, which will be coordinated in conjunction with the City of Medford, City of Grants Pass, City of Central Point, and Jackson County, would inventory and prioritize brownfield sites, assess existing contamination, and plan for cleanup and reuse of priority sites throughout our community. The goals of the project are economic development (e.g., strengthening our marketplace by making sites attractive and ready for new businesses that will create jobs, and generate tax-based revenue) and environmental restoration (e.g., reducing pollution; creating parks, trails, and other recreational facilities for our families to enjoy).

RBP was recently created to serve as the backbone organization for environmental restoration work in the Rogue Basin. RBP, which is made up of 19 member organizations (including RVCOG), was designed to facilitate collective success through coordinated implementation of conservation and restoration actions in the Rogue Basin, while also serving as a clearinghouse for information sharing. Given our role as a convening entity for local restoration work, we feel that RBP could serve a valuable role as an advisor and information-sharing entity.

We look forward to continuing to work with the RVCOG to improve the natural resources in our communities.

Sincerely,

A handwritten signature in cursive script that reads "Sam Whitridge". The ink is dark and the signature is fluid and legible.

Sam Whitridge
RBP Managing Director



Rogue Climate

RogueClimate.org || 3932 S. Pacific Hwy, Medford OR 97501 || 541.840.1065

Michael Cavallaro
Executive Director Rogue Valley Council of Governments
155 1st Street | P.O. Box 3275
Central Point, OR 97502

October 31, 2016 Re: EPA Brownfields Assessment Grant

Rogue Climate is a grassroots organization based in Jackson County that works to bring communities together for practical solutions to climate change that result in cleaner energy, sustainable jobs, and a healthy environment. We support the Rogue Valley Council of Government's (RVCOG) application to the Environmental Protection Agency's Brownfield Assessment Grant Application.

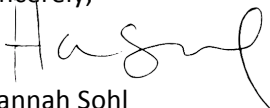
We have partnered with RVCOG in the past to convene local organizations and businesses to identify opportunities to increase the development of clean energy in energy efficiency in Southern Oregon. Most recently, RVCOG co-sponsored a successful community energy planning workshop in Talent, Oregon with us in 2015.

Over the last two years Rogue Climate has engaged hundreds of Jackson County community leaders, residents, and students, around clean energy and climate change through public events, surveys, and community conversations. We are currently working with multiple communities in Jackson County to develop clean energy and climate action plans. An EPA Brownfield Assessment Grant could provide an important next step in moving forward goals that have been identified such as local solar projects.

We have met with RVCOG staff and we understand that the grant funds will be used to inventory and prioritize brownfield sites, assess existing contamination, and plan for cleanup and reuse of priority sites throughout our community. Rogue Climate will donate in-kind contributions of staff time through distributing information to the community, attending the Brownfields Advisory Committee meetings, and otherwise participating in the grant implementation process. Our in-kind contributions are conservatively estimated at 25 hours of staff time per year (estimated at \$30 per hour) to distribute information, prepare and attend Brownfields Advisory Committee meetings, and otherwise participate in the grant implementation process. Over the three year grant period, this amounts to an estimated contribution value of \$2250 (25x30x3).

We will distribute relevant information to our members/constituents about the brownfields project via notices/articles, our E-newsletter, and our website. One or more members of Rogue Climate will participate in a Brownfield Advisory Committee. It is our understanding that the Rogue Valley Council of Governments intends to host Brownfields Advisory Committee meetings at a minimum of two times per year over the three-year grant period, for a total of six or more meetings, including a project kick-off meeting, site inventory meeting, site prioritization meeting(s), remedial action meeting(s) and redevelopment planning meeting(s). Rogue Climate can also collaborate with RVCOG and other groups to host additional community outreach or other special events to bring the community into the project.

Sincerely,



Hannah Sohl
Executive Director



November 30, 2016

Mr. Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
PO Box 3275
Central Point, OR 97502

Subject: Medford and Grants Pass areas Brownfield Grant Application

Mr. Cavallaro,

Rogue River Watershed Council works to connect communities with healthy watersheds, clean water, and robust salmon populations. We work in a region that extends from Crater Lake to Mule Creek, representing half of the acreage and covering 60% of the stream miles in southwestern Oregon's Rogue River Basin. This area includes the eight largest communities in the basin, including Grants Pass and Medford.

We are excited by the project that you have under development to identify, assess, and plan cleanup and reuse of brownfield sites in the Grants Pass and Central Point/Medford/White City areas. Addressing contamination at these sites will help reduce the flow of toxins to the creeks and rivers that flow through these communities. Many of these waterways provide a home to Pacific Lamprey, summer and winter Steelhead, spring and fall Chinook Salmon and the federally threatened Coho Salmon.

Moreover, the streams that flow through the communities around Medford and Grants Pass are used as a source of municipal water by the town of Grants Pass (whose drinking water intake is in the heart of the city on the Rogue River). For myriad reasons, eliminating sources of contamination to these waterways is an important endeavor. The project that you are proposing will focus attention on particularly troublesome sites and offer the start of plans for addressing contamination coming from these areas. It is an essential first step.

Although we cannot commit to participating in the stakeholder group at this time due to staff constraints, we offer our hearty support for Rogue Valley Council of Governments' EPA Brownfields Assessment grant application. The Rogue River deserves every effort our communities can make to improve the quality of its waters. This project offers a real opportunity to make substantial water quality improvements and quality of life improvements for communities

Rogue River Watershed Council
89 Alder Street, Central Point, OR 97502
541.423.6158

in this region. The benefits of such a program will have lasting, positive effects on the over 125,000 individuals that live in these communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Barr". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping underline.

Brian R. Barr
Executive Director



December 16, 2016

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 First Street
Central Point, OR 97502

Dear Mr. Cavallaro:

The Rogue Workforce Partnership is pleased to support the Rogue Valley Council of Governments in its effort to obtain a Brownfields Community-wide Assessment grant from the U.S. Environmental Protection Agency during the FY2017 grant cycle. We understand that economic development and job creation are primary outcomes that the RVCOG plans to achieve using the grant funding. As the federally authorized and state designated local Workforce Development Board for the region, the Rogue Workforce Partnership's mission is to help foster the region's economic vitality by growing the skills and talent of workers, so that businesses and residents can prosper in the global economy. We catalyze and convene dynamic partnerships with business leaders, K-20 educators, workforce service providers, economic development, and other key community partners. Our focus is on building innovative solutions to address the workforce priorities and needs of employers, especially those in traded-sector industries that drive our region's economic growth.

We understand that the EPA encourages grantees to partner with workforce development programs such as ours, and we welcome such a partnership. As workforce needs are identified as a result to the assessment, we will participate on the RVCOG Brownfields Advisory Committee, to create program or workforce system alignment on an as needed basis. We will assist the RVCOG in engaging with our partners to link members of the local community to potential employment opportunities in the brownfield industry, and thereby link workforce development and economic development priorities. Based upon our anticipated role on the project, we estimate an in-kind labor contribution to the project of 15 hours per year. At an average salary plus fringe of \$60/hour, our estimated in-kind contribution to the project is \$2,700.

Again, Rogue Workforce Partnership is excited to support RVCOG in its plans to build a brownfield program (which is badly needed in the Rogue Valley) and we encourage the EPA to provide funding assistance for the program.

Sincerely yours,

James G. Fong
Executive Director

Southern Oregon Climate Action Now

SOCAN

Confronting Climate Change

<http://socan.info>

7113 Griffin Lane
Jacksonville OR 97530-9342
October 5th 2016
541-301-4107

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 1st Street; P.O. Box 3275
Central Point, OR 97502

Michael:

Southern Oregon Climate Action Now is a regional all volunteer organization with a Mission to stimulate bold action to address climate change, promote awareness and understanding of the causes and consequences of climate change, and stimulate citizen action to address the problem.

Although we are not a broad-scale general environmental group, but have a much narrower focus, we do have an interest in supporting local efforts such as those described in this Project when there are potential global warming / climate change implications. We are, therefore, interested in promoting restoration efforts that contribute either to adaptation to inevitable climate change or mitigation of greenhouse gas emissions. We suspect that brownfield site restoration – given the options presented – could contribute in one or both areas.

Contact: Dr. Alan Journet, Co-facilitator: Address above.

Southern Oregon Climate Action Now enthusiastically supports the effort being undertaken by the Rogue Valley Council of Governments to address the problem of regional brownfields. We also enthusiastically offer whatever assistance we can in this endeavor.

We understand that the project will involve neutralizing the potential negative community impacts of brownfield sites including vacant or underutilized derelict properties with a view to

Co-Facilitators:

Kathy Conway katheendconway@gmail.com; 541-324-4501

Alan Journet alanjournet@gmail.com; 541-301-4107

<http://socan.info>

<https://www.facebook.com/SOClimate>

minimizing potential human and environmental health risks and promoting economic development and environmental restoration.

In undertaking the tasks of traveling to and attending meetings, plus contributing to publicity and offering specific project advice, SOCAN anticipates contributing 20 hours at \$35.00 an hour for total in-kind contribution of \$700.00 with a total three year project contribution of \$2100. SOCAN is also willing to evaluate project design proposals in terms of their greenhouse gas emissions costs/benefits.

Sincerely,



Alan R.P Journet Ph.D.
Co-facilitator
Southern Oregon Climate Action Now

Co-Facilitators:

Kathy Conway katheendconway@gmail.com; 541-324-4501

Alan Journet alanjournet@gmail.com; 541-301-4107

<http://socan.info>

<https://www.facebook.com/SOClimate>



Southern Oregon
LAND
CONSERVANCY

PO BOX 954, ASHLAND, OR 97520 / 541 482 3069 / LANDCONSERVE.ORG

December 6, 2016

Michael Cavallaro, Executive Director
Rogue Valley Council of Governments
155 N. 1st Street | P.O. Box 3275
Central Point, OR 97502

Dear Michael:

The Southern Oregon Land Conservancy strongly supports the Rogue Valley Council of Governments (RVCOG) and its partners' efforts to develop a program for reuse and revitalization of abandoned, idled or under-used properties in Jackson and Josephine Counties.

The Southern Oregon Land Conservancy (SOLC) has nearly 10,000 acres of land in conservation in Southern Oregon, and has been working to protect rivers, farms and forests in the Rogue River region for nearly 40 years. SOLC firmly believes that reuse of former industrial land is a logical and effective way to limit the development of "greenfields", and to constrain the expansion of industrial and urban land uses into areas of high conservation value. Reuse of brownfields will also increase the rate of clean-up of contaminated sites, which will help prevent contaminated storm water runoff to surface water bodies, prevent groundwater contamination, and reduce health risks to people and wildlife.

SOLC encourages the U.S.EPA to fund the RVCOG's grant application for the Brownfields Community-Wide Assessment Grant to support the Rogue Valley Site Reuse and Revitalization Program. We commit to distribute materials and provide information about the project through our newsletters and other forums.

Sincerely,

Diane Garcia
Executive Director



REC'D NOV 05 2016

November 30, 2016

Michael Cavallaro, Executive Director
Rogue Valley Council of Governments
155 North First Street
Central Point, OR 97502

Subject: Letter of Support: Community-wide Assessment Grant Application

Dear Mr. Cavallaro,

Southern Oregon Regional Economic Development, Inc. (SOREDIA) offers its support of the Rogue Valley Council of Government's (RVCOG's) effort to obtain a community-wide assessment grant from the federal Environmental Protection Agency (EPA).

Efficient land utilization including prior use lands is critical to our region's long term success. This grant will start the process to revitalize areas which could add to our region's overall economic achievements. The investment from the grant being sought has the potential to reignite interest in prior use properties and eventually lead to increased economic development opportunities across the region. We plan to work with RVCOG in communicating progress on the project to our partners and collaborate with RVCOG to support elements of the project that align with our mission: *to help businesses prosper to advance economic opportunities compatible with community value.*

We are confident that RVCOG's partnership with US EPA will deliver immediate results to evaluate and develop possibilities for new investments in currently under-utilized lands in our region.

Sincerely,

Colleen Padilla
Executive Director

OCTOBER 2015

FOUNDING UNDERWRITERS

City of Grants Pass
City of Medford
Jackson County
Josephine County

EXECUTIVE UNDERWRITERS

AllCare Health
Asante Health System
Avista Utilities
Bank of the Cascades
Banner Bank
City of Ashland
City of Central Point
Coquille Indian Tribe - CEDCO
Cow Creek Band of Umpqua
Tribe of Indians
EdenVale Winery
Harry & David Operations
Hunter Communications
Lithia Motors, Inc.
Moss Adams, LLP
PacifiCorp
Pro Care Software
Regence BlueCross BlueShield
Rogue Credit Union
The Boardroom
US Bank
Washington Federal

UNDERWRITERS

Adroit Construction Co., Inc.
Amy's Kitchen
Ausland Group
Batzer Construction Services
Boise Cascade, LLC
Cascade Wood Products
Charter Business
City of Eagle Point
Evergreen Federal Bank
Fire Mountain Gems & Beads
Key Bank
Knife River Materials
KOGAP Enterprises, Inc.
Mail Tribune
Medford Fabrication
Met One Instruments
Murphy Company
Ogden Roemer Wilkerson
Origis Energy USA
Providence Medford Medical Center
Rogue Community College
Rogue Valley Sewer Service
Rogue Workforce Partnership
Rogue Disposal & Recycling
S & B James Construction
Southern Oregon Sanitation
Southern Oregon University
Tekmanagement
Umpqua Bank



3932 S. Pacific Hwy
Medford, Oregon 97501
(541)-772-4029

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 1st Street | P.O. Box 3275
Central Point, OR 97502

December 16, 2016
Re: EPA Brownfields Assessment Grant

As a local community organization, Unite Oregon (formerly Oregon Action) has been organizing community members in the Rogue Valley for 30 years to advance economic, racial, and health equity. We support the Rogue Valley Council of Government's (RVCOG) EPA Brownfields Assessment Grant application, and hope to work closely with RVCOG in supporting community engagement in the implementation process, should the grant application be funded. We have a long history of working collaboratively with state and local agencies to improve the lives and opportunities for our neighbors and community members, and the disproportionate impacts brownfields have on marginalized communities—including low-income and communities of color—is an issue that needs to be understood and addressed in Southern Oregon.

Having met with representatives from RVCOG and Stantec, Unite Oregon understands that the grant funds will be used to assess brownfields in Medford, Jackson County, and Grants Pass. We believe that meaningfully engaging the community—public education & awareness, as well as public mobilization in support for initiatives—will be an important aspect of the Brownfields Assessment project, should it be funded.

Unite Oregon will donate in-kind contributions of staff time through distributing information to the community, attending the Brownfields Advisory Committee meetings, and otherwise participating in the grant implementation process. Our in-kind contributions are conservatively estimated at 25 hours of staff time per year (estimated at \$30 per hour) to distribute information, prepare and attend Brownfields Advisory Committee meetings, and otherwise participate in the grant implementation process. Over the three year grant period, this amounts to an estimated contribution value of \$2250 (25x30x3).

We will distribute relevant information to our members and engage the broader community about the brownfields project via notices, our newsletter, earned media, and our website.

One or more members of Unite Oregon will participate in a Brownfield Advisory Committee. It is our understanding that the Rogue Valley Council of Governments intends to host Brownfields Advisory Committee meetings at a minimum of two times per year over the three-year grant period, for a total of six or more meetings, including a project kick-off meeting, site inventory meeting, site prioritization meeting(s), remedial action meeting(s) and redevelopment planning meeting(s).

Unite Oregon can also provide assistance with community outreach & engagement—including supporting organizing forums or other special events—as well as help arrange for translation services as needed during the project.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Glass". The signature is written in a cursive style and is positioned to the left of a vertical line.

Michelle Glass
Regional Director, Rogue Valley Chapter
michelle@uniteoregon.org
541-292-8201

Attachment C: Letter of Commitment – Government Partners

1. Business Oregon
2. Jackson Soil & Water Conservation District (\$2,880)
3. Oregon Health Authority – Public Health Division
4. Regional Solutions Office (\$8,640)
5. Rogue Community College
6. Rogue Valley Transportation District (\$2,250)



December 15, 2016

Rogue Valley Council of Governments
Attn: Mr. Michael Cavallaro, Executive Director
155 N. First Street
Central Point, Oregon 97502

RE: Rogue Valley Council of Governments – FY 2017 Brownfields Coalition Assessment Grant Proposal

Dear Mr. Cavallaro:

I am writing to express my support on behalf of the Oregon Business Development Department (Business Oregon) for the Brownfields Community Wide Assessment Grant Proposal (Proposal) being submitted by the Rogue Valley Council of Governments (RVCOG) on behalf of its coalition of partners (Coalition).

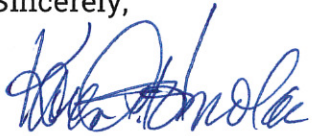
Over the past 30 years, the communities within the Rogue River Valley that encompass Oregon's Southwest Region (Region) have struggled through a multitude of economic disruptions resulting from rapid declines in their core natural resource based industries – timber, mining, and agriculture. Diversification of the region's economy is paramount. Jackson and Josephine Counties' communities were especially hard hit by the 2008 economic downturn and vacant and underutilized industrial and commercial zoned properties remain prevalent throughout the region. The Coalition's Proposal highlights the actions it will take to address not only environmental concerns associated with sites but also the outreach efforts necessary to engage and provide assistance to these communities such that social, health, and economic needs of all residents are provided with a path forward to creating vibrant sustainable communities with critically needed jobs. Moreover, this Proposal will allow RVCOG and its Coalition partners to establish a robust regionwide brownfield revitalization program that utilizes a baseline of information already developed to ensure that concerns about contamination on a property do not pose a barrier to its productive reuse.

Business Oregon supports communities' economic planning efforts which lead to the creation of jobs through the redevelopment of employment lands. In particular, in 2016 through its Brownfields Program, Business Oregon assisted RVCOG with \$25,000 integrated planning grant funding to identify, inventory and prioritize vacant, blighted and/or underutilized properties throughout the region. RVCOG also utilized this funding assistance to continue its efforts to engage with residents to identify key community priorities; for example the need to stimulate private investment and job creation, as well as, blight reduction utilizing mixed use and transit-oriented development along tradition auto-oriented transportation corridors. Additional funding assistance through Business Oregon's brownfields program, especially for cleanup activities, is available for both public and private property owners. Furthermore, Business Oregon manages a number of public infrastructure and business

financing programs which are available to assist with the redevelopment of properties and the building of capacity to attract, retain, and expand job creating businesses.

Business Oregon strongly supports and I sincerely hope that the U.S. Environmental Protection Agency (USEPA) approves funding for this proposal. I can be reached at (971) 239-9951 if you or the USEPA have any questions about the range and versatility of Business Oregon's business, infrastructure and brownfields financing programs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Karen Homolac', written in a cursive style.

Karen Homolac
Brownfields Program Specialist



Jackson Soil & Water Conservation District
89 Alder Street, Central Point, Oregon 97502
Telephone: (541) 423-6159 FAX: (541) 727-7471
web-site: www.jswcd.org

December 1, 2016

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
P.O. Box 3275
Central Point, OR 97502

Dear Mr. Cavallaro,


The Jackson Soil and Water Conservation District (JSWCD) supports the Rogue Valley Council of Governments (RVCOG's) application for a Rogue Valley Site Reuse and Revitalization Program as part of the US EPA Brownfields grant program. This project aligns well with the mission and vision of the JSWCD, and we are willing and able to contribute resources to this project. We have a long standing relationship with RVCOG and have worked closely on similar scaled projects in the region.

JSWCD is a local government entity that is dedicated to helping the people of Jackson County protect and conserve their natural resources. We work with both individuals and communities to analyze and implement science-based solutions to various resource concerns, while protecting the cultural, social and economic values of Jackson County.

Restoration of brownfield sites is central to the protection of natural resources. The careful planning and remediation of these sites can have incredible benefits for urban conservation of our area. Project opportunities for restoring these sites include more than just new buildings. It also provides opportunities for alternative energy, recreational, low impact development, and alternative transportation hub projects.

The JSWCD's commitment to the project will include, but is not limited to, participation in the advisory committee, attending and hosting grant-related community outreach meetings, and otherwise supporting the grant process over the three-year grant period. We estimate the value of our in-kind labor committed to the project to meet or exceed \$2,880.

The acquisition of this grant is critical to the social, economic and ecological health of our region and we welcome a partnership with EPA to help revitalize this beautiful area.

Sincerely,

Randy White
District Manager
Jackson Soil and Water Conservation District

Jackson SWCD prohibits discrimination in its programs on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or familial status. (Not all prohibited bases apply to all programs.) Jackson SWCD is an equal opportunity employer.



PUBLIC HEALTH DIVISION
Center for Health Protection

Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite 640
Portland, OR 97232
Phone: (971) 673-0977
Fax: (971) 673-0979
TTY: (971) 673-0372

December 8, 2016

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 1st Street | P.O. Box 3275
Central Point, OR 97502

Re: Support for Rogue Valley Revitalization Coalition EPA Brownfield Funding

Dear Mr. Cavallaro:

I am writing on behalf of the Oregon Health Authority Public Health Division (OHA-PHD) to express our support for the Rogue Valley Revitalization Coalition in its effort to obtain funding under the EPA's Brownfield Program. The OHA-PHD Brownfield Initiative serves as a resource for public health data, collaborates with and assists local health departments and supports community involvement in brownfield efforts statewide. Brownfield properties present unique opportunities to change the built environment in ways that address health needs, health inequities, and improve health for all.

The conditions in the places where people live, learn, work, and play affect a wide range of health risks and outcomes. For example, poverty limits access to healthy foods and safe neighborhoods and education is a predictor of better health. Differences in health are striking in communities with unstable housing, low income, unsafe neighborhoods, or substandard education. Together, the OHA-PHD Brownfield Initiative, the Health Care Coalition of Southern Oregon (HCCSO), Jackson County Health & Human Services, and the Rogue Valley Revitalization Coalition stakeholders and partners will create strategies that improve conditions to support healthy, livable, and sustainable communities in the Rogue Valley.

The OHA-PHD Brownfield Initiative began in 2010 through funding provided by the Agency for Toxic Substances and Disease Registry (ATSDR). Over the past six years OHA-PHD has developed expertise at the intersection of community engagement, land use planning, brownfield redevelopment, and health equity. OHA-PHD will contribute to this project in an advisory role to the Rogue Valley Revitalization Coalition, Jackson County, and to other local health partners and stakeholders.

We encourage the EPA to fund the Rogue Valley Revitalization Coalition. Brownfield redevelopment efforts that are coordinated in collaboration with health partners benefit from health perspective, expertise and valuable networks of partnerships. Please feel free to contact me with any questions regarding our support.

Respectfully,

Julie Sifuentes, MS
Program Manager, Assessment Unit
Oregon Health Authority, Public Health Division



REGIONAL SOLUTIONS OFFICE
GOVERNOR KATE BROWN

December 6, 2016

Mr. Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 First Street | P.O. Box 3275
Central Point, OR 97502

Dear Mr. Cavallaro:

The Governor's Southern Oregon Regional Solutions Team (RST) is pleased to support the Rogue Valley COG's application for a Brownfields Community-wide Assessment grant. A comprehensive review and identification of brownfields locations throughout the region will allow the development of a strategy for prioritizing future cleanup efforts in locations where the best economic, environmental, and public health benefits will be realized. Under the Oregon land use system land for development is intentionally constrained to encourage compact development and preserve agricultural lands. Therefore, for the economic health of the region it is critical that we make use of all possible industrial lands.

The role of the Regional Solutions Team, with representation from the Governor's office and the key state agencies with roles in land development, is to align state resources with local needs and regional priorities. To that end, an RST representative will serve as on the RVCOG Brownfields Advisory Committee. The RST will bring other state agency and economic development interests to the effort as appropriate. The RST can also provide meeting space and other consultations necessary to identify and rank locations of economic importance.

Based upon our anticipated role on the project, we estimate an in-kind labor contribution to the project of 48 hours per year. At an average salary plus fringe of \$60/hour, our estimated in-kind contribution to the project is \$8,640. Once again, the RST very much supports RVCOG's brownfields area-wide assessment grant application. Please let me know if you have questions.

Sincerely,

Alex Campbell
Regional Coordinator



Rogue Community College

Office of the President

3345 Redwood Highway
Grants Pass, OR 97527-9298

Ph: (541) 956-7000

Fax: (541) 471-3591

December 2, 2016

REC'D DEC 8 2016

Michael Cavallaro, Executive Director
Rogue Valley Council of Governments (RVCOG)
155 North First Street
Central Point, Oregon 97502

Subject: Rogue Valley Brownfield Coalition's (Coalition) Community-wide Assessment Program (Program) and application for \$600,000 grant from U.S. Environmental Protection Agency (EPA)

Dear Mr. Cavallaro:

On behalf of Rogue Community College (RCC), an accredited, comprehensive, two-year college in southern Oregon, this letter is provided in support of the Coalition's effort to obtain an EPA Assessment Grant (above). I understand the Coalition is seeking the funds to assess and plan reuse of brownfield sites in the Rogue Valley -- an excellent way to facilitate sustainable and equitable development.

Last year, RCC served over 16,000 students on all three campuses in Jackson and Josephine counties. This Program would provide a good educational opportunity for those students and faculty interested in sustainability and service projects.

If the Coalition receives the grant award, this letter will also serve as the College's commitment to support the Program in the following ways:

1. Contribute in-kind faculty support for the Program up to four hours per year for the three-year grant cycle, including incorporation of information into curriculum, where applicable.
2. Distribute information about the Program to College faculty, staff, and students.

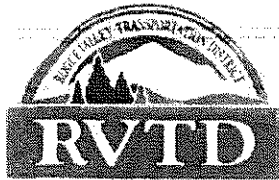
If you receive the grant award, Erika Giesen, Social Science Instructor and Sustainable Community Development Focus Award Advisor will serve as your Program liaison to RCC. She can be reached at: 541-245-7508; egiesen@rogucecc.edu. Erika also chairs the College's Green Team, a committee dedicated to promoting sustainability and environmental awareness.

The requested funding will surely benefit our southern Oregon communities, including RCC's students. Please let me know if I can be of further assistance and best wishes on your success.

Sincerely,

Cathy Kemper-Pelle, Ed.D.
President

c Erika Giesen, Instructor, Social Science



3200 Crater Lake Ave.
Medford, OR 97504
(541) 779-5821
Fax (541) 773-2877
TTY# (541) 734-9292

December 6, 2016

Michael Cavallaro, Executive Director
RVCOG
155 N First Street
Central Point, OR 97502

RE: Letter of Support for U.S. EPA Brownfields Coalition Community-Wide Assessment Grant

Dear Michael:

Rogue Valley Transportation District (RVT) is writing to show our support and commitment to the Rogue Valley Brownfields Coalition and its efforts to obtain a U.S. EPA Brownfields Community-Wide Assessment Grant during the FY2017 grant competition. We understand the Coalition is seeking this funding to assess and plan the reuse of petroleum and hazardous substance impacted brownfield sites.

RVT is the public transit provider serving seven communities in beautiful southern Oregon, including the Coalition partner communities of Medford, Central Point, and White City. Brownfields revitalization plays a big role in our mission by promoting high urban density through infill development, and providing affordable housing options in areas close to employment centers. Medford's Comprehensive Plan also calls for increasing the percentage of dwelling units that are located within transit corridors, defined as the area within ¼ mile (reasonable walking distance) of a transit route. We will work with the Coalition in identifying sites that aid Medford in achieving this goal and that also support the efficient and cost-effective provision of transit service.

RVT pledges to support this project through the following actions:

- Distributing relevant information on the Brownfields Coalition amongst our management and Board.
- RVT offers to participate in a brownfield advisory committee.
- Our in-kind contribution to your project is estimated at 8 hours per year of staff time to distribute information, attend the brownfield advisory committee meetings and otherwise participate in the grant implementation process. With an estimated of salary and fringe of \$50/hour, this amounts to an estimated contribution value of 15 hours x \$50 x 3 years = \$2,250.

The Rogue Valley's economy still provides fewer jobs than just prior to the last recession, but that overall employment growth in recent months has improved. As the economy improves, we expect ridership to pick up, and your Brownfield Coalition program can play a big role in guiding this economic recovery.

RVT looks forward to continuing our long and successful partnership with each Coalition partner.

Sincerely,



Julie Brown, RVT General Manager

Attachment D: Threshold Criteria

THRESHOLD CRITERIA FOR BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANTS

Applicant Eligibility: The Rogue Valley Council of Governments (RVCOG) (DUNS #184986115) is an intergovernmental entity established by authority of Oregon Revised Statute 190.003-190.110, and by agreement among its members, and has all the rights and privileges granted to a “general purpose unit of local government” as defined in 2 CFR 200.64. Documentation regarding RVCOG eligibility is provided in Attachment E.

City of Medford, City of Grants Pass, City of Central Point, and Jackson County are “general purpose units of local government” as defined in 2 CFR 200.64. All of these coalition members also are therefore eligible to receive U.S. EPA funds for Brownfields Assessment.

Community Involvement: The Coalition has extensive previous experience incorporating community involvement into comprehensive planning and other projects, and has successfully engaged residents and stakeholder groups during a wide variety of projects. The Coalition will inform and involve the public during all U.S. EPA Community Wide Assessment Grant program activities.

In support of this grant application, the Coalition hosted public informational meetings on November 17, 2015, and on November 3, 2016. The meetings, attended by private residents, business/property owners, social equity advocacy groups, environmental groups, and government partners/agencies, confirmed need for assessment grant funding to inventory, prioritize, and assess brownfield sites. During the meetings, participants discussed the community’s role in implementation of the grant, eligibility of potential projects, and community concerns. Community partners pledged to participate in community outreach efforts, participate in a Brownfields Advisory Committee (BAC), and assist with implementation of the grants. These commitments were then confirmed in the letters of support provided in Attachments B and C. The Coalition has obtained letters of support from six government agency partners and 10 community-based organizations. The BAC will meet at least four times over the three year grant period, and the diverse interests of BAC members will ensure a transparent public process and committed input from the community during site identification, prioritization, assessment, visioning, and redevelopment planning. Upon award of grant funding, the Coalition will also hold an informational public kick off meeting. Throughout the project, Coalition partners will communicate project progress and information to residents via our respective websites, local newspaper, radio, and television. The Coalition will also ensure grant related materials are available in Spanish and other frequently spoken languages. All RVCOG/City/County programs, services, and meetings are accessible and compliant with the American with Disabilities Act.

Attachment E: Documentation of Applicant Eligibility

1. Jackson County Court Resolution – Recognizing the Formation of the Rogue Valley Council of Governments
2. ORS 190 Statute
3. Rogue Valley Council of Governments Charter
4. Rogue Valley Council of Governments Charter – Amended 2014
5. Bylaws of the Rogue Valley Council of Governments
6. Rogue Valley Council of Governments Tax ID

IN THE COUNTY COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

RESOLUTION

VOL. 66 PAGE 21

WHEREAS, The Jackson County Court desires to join with other local governments of Jackson County in the creation of a council of governments and to secure the benefits of participation in such an agency; and

WHEREAS, the Jackson County Court of Jackson County, Oregon, has considered the provisions of the "AGREEMENT ESTABLISHING THE ROGUE VALLEY COUNCIL OF GOVERNMENTS," a copy of which is attached to this resolution, and agrees to such provisions; therefore

BE IT RESOLVED, that the Jackson County Court hereby approves the "AGREEMENT ESTABLISHING THE ROGUE VALLEY COUNCIL OF GOVERNMENTS," and agrees to become a member of the Rogue Valley Council of Governments.

BE IT FURTHER RESOLVED that the Jackson County Court's appointed representative to the ROGUE VALLEY COUNCIL OF GOVERNMENTS will be Rodney Kenting

DATED at Medford, Oregon, this 15th day of March, 1968.

Carl M. Mills
County Judge

James [unclear]
County Commissioner

Henry [unclear]
County Commissioner

STATUTES

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Statutes > Oregon > ORS Volume 5, Chapters 171 - 200 > ORS Chapter 190

ORS Chapter 190

Eligible for Grants? [EducationConnection.com/GrantsInfo](#)
Grants, Scholarships, Student Loans May Be Available if you Qualify.

Chapter 7 Means Test [www.Chapter7.com](#)
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AdChoices

Chapter 190 - Cooperation of Governmental Units; State Census; Arbitration

2009 EDITION

GOVERNMENT COOPERATION; CENSUS; ARBITRATION

MISCELLANEOUS MATTERS

INTERGOVERNMENTAL COOPERATION

(Generally)

- 190.003 Definitions for ORS 190.003 to 190.130
- 190.007 Policy; construction
- 190.010 Authority of local governments to make intergovernmental agreement
- 190.020 Contents of agreement
- 190.030 Effect of agreement
- 190.050 Fees for geographic data; uses
- 190.070 Agreement changing service responsibilities requires changes in tax coordination resulting from change
- 190.080 Powers of intergovernmental entity created by intergovernmental agreement; limits; debts of entity; procedure for distribution of assets; rules
- 190.083 County agreements for transportation facilities
- 190.085 Ordinance ratifying intergovernmental agreement creating entity
- 190.110 Authority of units of local government and state agencies to cooperate; agreements with American Indian tribes; exclusion of conditions for public contracts
- 190.112 Agreements with United States to perform security functions

[Texas](#)[Utah](#)[Vermont](#)[Virginia](#)[Washington](#)[West Virginia](#)[Wisconsin](#)[Wyoming](#)

190.115 Summaries of agreements of state agencies; contents

190.118 Index of summaries

(Water)

190.125 Agreements to deliver water; joint board of control

190.130 Effect of ORS 190.125

190.150 Agreements under federal Watershed Protection and Flood Prevention Act

(State Obligations)

190.210 Oregon Department of Administrative Services to maintain liaison with local governments providing services to state agencies

190.220 State to pay share of cost of intergovernmental and planning studies; limitation

190.230 Public employment status under various federal programs

(Furnishing of Services and Information)

190.240 Furnishing of services by state agency to federal and local governmental units

190.250 Furnishing centralized accounting and data processing services to federal and local governmental units

190.255 State agencies sharing of business registration information

(Corrections)

190.265 Intergovernmental corrections entities; purposes; powers; bonds; taxes

INTERSTATE COOPERATION

190.410 Definitions for ORS 190.410 to 190.440

190.420 Authority of public agency to make agreements with public agencies in other states; contents of agreement; liability of public agency

190.430 Attorney General to review agreements; exemptions

190.440 Powers of public agency under agreement

190.470 Council of State Governments declared a joint governmental agency

190.472 Mutual interstate law enforcement assistance agreements

190.474 Reports by out-of-state police officers

190.476 Delegation of supervision of police officers; agency liability

190.478 Effect on federal officers

INTERNATIONAL COOPERATION

190.480 Definition for ORS 190.480 to 190.490

190.485 Authority of state agency to exercise authority jointly with nation or national agency of other than United States; contents of agreements

190.490 Approval of agreement by Attorney General; filing of agreement; rules; exemptions

STATE CENSUS

190.510 Definitions for ORS 190.510 to 190.610

- 190.520 Annualestimate of population of cities and counties by State Board of HigherEducation; actual count
- 190.530 Revisionof certificate; effect
- 190.540 Effectof certificate of population; use in computing shares of state revenues
- 190.580 Rulesand regulations
- 190.590 Reportinginformation to board
- 190.610 Boardto establish program at state institution of higher education
- 190.620 Effectof corrected certificate on payments to cities or counties; adjustment ofpayments

INTERGOVERNMENTALARBITRATION

- 190.710 Definitionsfor ORS 190.710 to 190.800
- 190.720 Agreementto arbitrate; costs
- 190.730 Submissionto regional office
- 190.740 Arbitrationrules
- 190.750 Selectionof arbitrators
- 190.760 Procedureduring arbitration
- 190.770 Subpoenaprocedure
- 190.780 Depositions
- 190.790 Relief;briefs; opinion; damages; filing of petition to confirm award
- 190.800 Vacation,modification and correction of award

INTERGOVERNMENTALCOOPERATION

(Generally)

190.003Definitions for ORS 190.003 to 190.130. As used in ORS 190.003 to 190.130, ðunitof local governmentö includes a county, city, district or other publiccorporation, commission, authority or entity organized and existing understatute or city or county charter. [1967 c.550 §2]

190.007Policy; construction.In the interest of furthering economy and efficiency in local government,intergovernmental cooperation is declared a matter of statewide concern. Theprovisions of ORS 190.003 to 190.130 shall be liberally construed. [1967 c.550 §3]

190.010Authority of local governments to make intergovernmental agreement. A unit of localgovernment may enter into a written agreement with any other unit or units oflocal government for the performance of any or all functions and activitiesthat a party to the agreement, its officers or agencies, have authority toperform. The agreement may provide for the performance of a function oractivity:

- (1)By a consolidated department;
- (2)By jointly providing for administrative officers;
- (3)By means of facilities or equipment jointly constructed, owned, leased oroperated;
- (4)By one of the parties for any other party;
- (5)By an intergovernmental entity created by the agreement and governed by a boardor commission appointed by, responsible to and acting on behalf of the units oflocal government that are parties to the agreement; or
- (6)By a combination of the methods described in this section. [Amended by 1953c.161 §2; 1963 c.189 §1; 1967 c.550 §4; 1991 c.583 §1]

190.020Contents of agreement. (1) An agreement under ORS 190.010 shall specifythe functions or activities to be performed and by what means they shall beperformed. Where applicable, the agreement shall provide for:

- (a)The apportionment among the parties to the agreement of the responsibility forproviding funds to pay for expenses incurred in the performance of thefunctions or activities.

(b)The apportionment of fees or other revenue derived from the functions oractivities and the manner in which such revenue shall be accounted for.

(c)The transfer of personnel and the preservation of their employment benefits.

(d)The transfer of possession of or title to real or personal property.

(e)The term or duration of the agreement, which may be perpetual.

(f)The rights of the parties to terminate the agreement.

(2)When the parties to an agreement are unable, upon termination of the agreement,to agree on the transfer of personnel or the division of assets and liabilitiesbetween the parties, the circuit court has jurisdiction to determine that transferor division. [Amended by 1967 c.550 §5]

190.030Effect of agreement.(1) When an agreement under ORS 190.010 has been entered into, the unit oflocal government, consolidated department, intergovernmental entity oradministrative officer designated therein to perform specified functions oractivities is vested with all powers, rights and duties relating to thosefunctions and activities that are vested by law in each separate party to theagreement, its officers and agencies.

(2)An officer designated in an agreement to perform specified duties, functions oractivities of two or more public officers shall be considered to be holdingonly one office.

(3)An elective office may not be terminated by an agreement under ORS 190.010. [Amendedby 1967 c.550 §6; 1991 c.583 §2]

190.040 [Amended by1953 c.182 §2; 1957 c.428 §1; repealed by 1963 c.189 §3]

190.050Fees for geographic data; uses. (1) An intergovernmental group mayimpose and collect reasonable fees based on market prices or competitive bids forgeographic data that have commercial value and are an entire formula, pattern, compilation, program, device, method, technique, process, database or systemdeveloped with a significant expenditure of public funds. An intergovernmentalgroup may enter into agreements with private persons or entities to assist withmarketing such products. Notwithstanding any other provision of law,intergovernmental group software product programming source codes, object codesand geographic databases or systems are confidential and exempt from publicdisclosure under ORS 192.502. Nothing in this section authorizes anintergovernmental group to restrict access to public records through inclusionof such records in a geographic database or system.

(2)Fees collected under subsection (1) of this section shall be used:

(a)For maintenance of the formula, pattern, compilation, program, device, method,technique, process, database or system; and

(b)To provide services through the formula, pattern, compilation, program, device,method, technique, process, database or system to public bodies paying a service charge to the intergovernmental group.

(3)As used in this section, ñintergovernmental groupö means two or more units oflocal government that have entered into a written agreement under ORS 190.010. [1991c.335 §2]

190.070Agreement changing service responsibilities requires changes in tax coordinationresulting from change. (1) If any agreement entered into under ORS 190.010to 190.030 or 190.110 between or among units of local government includeschanges in service responsibility, that agreement shall set forth any changesin tax coordination resulting from the change in service responsibility.

(2)This section applies to agreements entered into after September 29, 1991, andbefore January 1, 1996. [1991 c.396 §9; 1993 c.424 §3]

Note: 190.070 was enacted into law by the Legislative Assembly but was not added to or made apart of ORS chapter 190 or any series therein by legislative action. SeePreface to Oregon Revised Statutes for further explanation.

190.080Powers of intergovernmental entity created by intergovernmental agreement;limits; debts of entity; procedure for distribution of assets; rules. (1) Anintergovernmental entity created by an intergovernmental agreement under ORS190.010 may, according to the terms of the agreement:

(a)Issue revenue bonds under ORS chapter 287A or enter into financing agreementsauthorized under ORS 271.390 to accomplish the public purposes of the parties to the agreement, if after a public hearing the governing body of each of theunits of local government that are parties to the agreement approves, by resolution or order, the issuance of the revenue bonds or entering into the financing agreement;

(b)Enter into agreements with vendors, trustees or escrow agents for the installment purchase or lease, with option to purchase, of real or personal property if the period of time allowed for payment under an agreement does not exceed 20 years; and

(c)Adopt all rules necessary to carry out its powers and duties under the intergovernmental agreement.

(2)Except as provided in ORS 190.083, an intergovernmental entity may not levy taxes or issue general obligation bonds.

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(3) The debts, liabilities and obligations of an intergovernmental entity shall be, jointly and severally, the debts, liabilities and obligations of the parties to the intergovernmental agreement that created the entity, unless the agreement specifically provides otherwise.

(4) A party to an intergovernmental agreement creating an intergovernmental entity may assume responsibility for specific debts, liabilities or obligations of the intergovernmental entity.

(5) Any moneys collected by or credited to an intergovernmental entity shall not accrue to the benefit of private persons. Upon dissolution of the entity, title to all assets of the intergovernmental entity shall vest in the parties to the intergovernmental agreement. The agreement creating the entity shall provide procedure for:

(a) The disposition, division and distribution of any assets acquired by the intergovernmental entity; and

(b) The assumption of any outstanding indebtedness or other liabilities of the entity by the parties to the intergovernmental agreement that created the entity.

(6) An intergovernmental entity created by intergovernmental agreement under ORS 190.010 may be terminated at any time by unanimous vote of all the parties to the intergovernmental agreement or as provided by the terms of the agreement. [1991 c.583 §4; 2001 c.840 §3; 2003 c.195 §7; 2007 c.783 §71]

190.083 County agreements for transportation facilities.

[Seniors Helping Seniors](http://www.wereSeniorstoo.org/oregon) www.wereSeniorstoo.org/oregon

Straight answers about Reverse Mortgages From Seniors Like You

[Need a Reverse Mortgage?](http://ReverseMortgageDeluxe.com) ReverseMortgageDeluxe.com

Lowest Possible Closing Costs Pre-Qualify Online, Without SSN

[Reverse Mortgage Oregon](http://www.reversemortgageoregon.com) www.reversemortgageoregon.com

Local Reverse Mortgage experts check your eligibility online

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CHARTER AGREEMENT

ROGUE VALLEY COUNCIL OF GOVERNMENTS

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I

ESTABLISHMENT AND PURPOSE

- 1.1 The Rogue Valley Council of Governments, hereinafter referred to as RVCG, is hereby established, by authority of state laws authorizing intergovernmental cooperation and by agreement among its members.
- 1.2 It shall be the expressed purpose of the RVCG to:
- (1) provide an association and forum for discussion by the members to encourage intergovernmental relationships and cooperation for the mutual benefit of all citizens in the Rogue Valley.
 - (2) act as an organized and unified voice for the Rogue Valley area in matters of area-wide interest and concern when dealing with municipal, county, regional, state and federal agencies.
 - (3) encourage organized comprehensive planning and systematic development policies and procedures across jurisdictional lines to meet the ultimate urban and rural developmental needs of the valley.
 - (4) develop a comprehensive planning program, including (a) land use studies and plans which are based on (b) economic base studies and population projections for the area (c) plans for major transportation facilities, including major arterial routes, and (d) plans for major community facilities and services. The comprehensive planning program herein contemplated shall include all cities within the Rogue Valley or other concentrations of urban population plus

adjacent territory that is expected to become urbanized within the next 20 years.

- (5) promote the general welfare and balanced economic development of the Rogue Valley.
- (6) coordinate area-wide plans and policies with respective planning commissions and planning-oriented bodies of member agencies.
- (7) sponsor and conduct regular meetings for members and other interested entities to exchange ideas and methods relating to comprehensive planning for the development of the Rogue Valley's urban and rural growth.
- (8) encourage and foster present and future agreements of cooperation between members and the agencies of members, and support programs now in existence, or which may hereinafter be inaugurated, which contribute to the mutual development of members.

ARTICLE II

FUNCTIONS AND POWERS

2.1 Basic Functions. The basic functions of RVCG, within its financial and staff capabilities, shall be to:

- (1) study or cause to be studied any governmental operations, facility, service, problem, or project of area-wide concern, in the Rogue Valley, and upon request of a member, study or cause to be studied any proposed project of local concern to the member for the purpose of evaluating compatibility with comprehensive regional plans affecting such member's locale.
- (2) report and publicize the findings of any such study.
- (3) recommend action to public and private agencies, including the enactment of state legislation and the adoption of ordinances,

conductive to coordination and other improvement of governmental operations, facilities and services in the Rogue Valley and to the solution or alleviation of problems of governmental concern.

- (4) render advice and technical assistance to governmental agencies upon their request, subject to financial reimbursement if such is required.
- (5) prepare and adopt comprehensive plans for the Rogue Valley and recommend official adoption of the plans by the appropriate instrumentalities of the governmental units concerned.

2.2 Ancillary Powers. To the extent necessary for carrying out its basic functions and otherwise administering its affairs, and within limitations prescribed by this agreement and by the By-Laws of its council, the RVCG may:

- (1) establish advisory and technical study committees.
- (2) employ administrative, technical and clerical assistance; but no member shall be bound to assume joint or separate responsibility for the compensation, safety, acts or omissions of such employees.
- (3) seek and accept contributions and grants-in-aids.
- (4) enter into contracts, but no member shall be bound thereby, jointly or separately.
- (5) acquire and dispose of property, but no member shall assume any responsibility for the safe condition thereof, jointly or separately.
- (6) have other necessary and proper powers as authorized by the RVCG council, but no such additional powers shall affect the legal status of any member without the express written consent of such member.

2.3 Where Powers Vested. Except as in this agreement provided to the contrary, the powers of RVOG are vested:

- (1) in its Board of Directors, as hereinafter defined, except those powers vested in the council as provided in subsection 2.3 (2).
- (2) the council shall participate in the amendment of this charter and the By-Laws of the RVOG as provided in Article VII, paragraph 7.1 of this charter agreement. The council may advise the board of directors on matters pending before that body, and shall review and critically evaluate all actions taken by the Board of Directors.

ARTICLE III

MEMBERSHIP

3.1 Membership. Any general purpose local government with planning jurisdiction and any special district and authority within the Rogue Valley may become a member of RVOG by:

- (1) adopting a resolution approving this agreement in principal and agreeing to become a member,
- (2) contributing to RVOG in accordance with this agreement and the RVOG By-Laws, and
- (3) complying otherwise with the requirements of this agreement and the RVOG By-Laws.

3.2 Termination of Membership. Membership of a member of RVOG shall terminate upon:

- (1) dissolution of RVOG,
- (2) withdrawal of the member from RVOG, or
- (3) failure by the member to comply by the end of the first six months of a fiscal year with the requirements of this agreement and RVOG's By-Laws concerning financial contributions of its members for that year.

- 3.3 Reinstatement of Member. In the event of the termination of the membership of a member for any reason set forth in paragraph 3.2, the membership of such a member may only be reinstated upon approval of, and subject to the conditions established by, the Board of Directors of RVOG.

ARTICLE IV

COUNCIL

- 4.1 Basic Functions. Subject to the limitations of this agreement, the council of the RVOG shall be the general forum of the organization and it shall have power to amend this agreement and adopt and amend By-Laws consistent with this agreement.
- 4.2 Representation. The governing body of any unit of government that is a member of RVOG shall appoint one member of that body to represent the unit in the council.
- 4.3 Term of Office. The term of office of the representative of a member of the council shall begin the day he or she is appointed to the office and shall continue until a successor is appointed by the governing body of the entity he or she represents, in keeping with such body's usual practice of reviewing appointments, except that such term of office shall terminate immediately upon:
- (1) such appointee's termination of status as a member of the governing body of the entity he represents.
 - (2) failure of the entity represented to maintain a membership in RVOG.
- A vacancy in the office shall be filled in the same manner as the original appointment.
- 4.4 Meetings. The council shall convene in regular meetings at least four (4) times each fiscal year and shall prescribe by By-Law:

- (1) the times and places of the meetings,
- (2) the advance notice given of them, and
- (3) the rules according to which they shall be conducted.

Special meetings of the council shall be held upon call of the Chairman or any seven (7) members of the council upon notice to be specified in the By-Laws.

4.5 Voting. A majority of the members of the council shall constitute a quorum for transacting its business. Each of the members shall have one vote on any matter before the body. Action on such a matter may be taken only with the affirmative consent of the majority of those present, except a vote to amend this agreement as hereinafter provided.

4.6 Officers. The officers of the council shall be a chairman, vice-chairman, and secretary, elected as follows:

- (1) the board of directors of RVCG shall serve as a nominating committee for the council and at the first meeting of the council each fiscal year shall nominate not less than three (3) members of the board of directors for the office of chairman and not less than two (2) members of the board of directors for the offices of vice-chairman and secretary respectively.
- (2) nominations from the floor may be made of any member of the board of directors to any office.
- (3) upon the close of nominations, the council shall elect a chairman, vice-chairman, and secretary by a majority vote. If a majority vote is not attained on the first ballot for any office, the nominee receiving the least number of votes for such office shall be eliminated and a second ballot taken for such office. Such balloting procedure shall continue until each office is filled by majority vote.

The chairman shall preside at all meetings of the council, and in his

absence therefrom the vice-chairman shall preside. The secretary shall be responsible for maintaining minutes of the proceedings of the council. Each officer shall perform such functions as in this agreement and the By-Laws provide.

- (4) the chairman, vice-chairman and secretary shall each retain and may exercise full power to vote on any matter before the council.

ARTICLE V

BOARD OF DIRECTORS

5.1 Functions. The RVCG shall have a board of directors which shall serve as the policy making body of the organization. It shall exercise the powers and functions herein granted the RVCG to accomplish the purpose set forth in ARTICLE I herein.

5.2 The board of directors shall be composed of the following representatives of the governing bodies of members of RVCG:

- (1) one representative from the governing body of one of the member incorporated cities having a population of 999 or less, which said representation shall be selected by and shall represent incorporated cities having a population of 999 or less.
- (2) one representative from the governing body of each member incorporated city having a population of 1,000 or more.
- (3) one representative from each member county government.
- (4) one representative from the governing body of one member of each class of special districts or authorities when such said district or authority shall,
 - (a) be one of a class of not less than three (3) such districts or authorities then holding membership in RVCG, or

- (b) be one of a class but less than three (3) such districts or authorities which have a combined jurisdiction over a population totaling 5,000 or more.
- (c) if a class of special districts or authorities meet the conditions for representation on the board of directors herein set forth, the representatives of each class of special districts or authorities shall select a representative from that class of special district or authority for the board of directors. The method of such selection shall be determined by the representatives of the respective classes of special districts. Such selections shall be made not less than 30 days before the first meeting of the council in any fiscal year. Notice of the name and address of the person selected shall be forthwith given in writing to the chairman of the board of directors.

5.3 Tenure. The tenure of a member of the board of directors shall be for one year or until his successor is designated.

5.4 Officers. The chairman, vice-chairman and secretary of the council shall be respectively the chairman, vice-chairman and secretary of the board of directors and the vice-chairman shall serve as chairman in the absence of the chairman. The officers of the board of directors shall perform such additional duties as shall be set forth in the By-Laws of the RVCG. The chairman, vice-chairman and secretary shall each retain and may exercise full power to vote on any matter before the board of directors, if and to the extent that they are the representatives duly appointed and qualified under paragraph 5.2, but not otherwise.

5.5 Vacancies. In the event a position on the board of directors of RVCG shall become vacant for any reason, it shall be filled by appointment

by the same authority that appointed the member who created the vacancy.

5.6 Voting. Each member of the board of directors shall have one (1) vote on an issue before the body; provided, however, that the representatives of the counties and of the incorporated cities shall be entitled to a total vote equivalent weighted to represent the population of the member as follows:

<u>Population</u>	<u>Equivalent Vote</u>
Less than 1,000 (combined)	1
1,000 to 4,999	1
5,000 to 9,999	2
10,000 to 14,999	3
15,000 to 19,999	4
20,000 to 24,999	5
25,000 to 29,999	6
30,000 to 34,999	7
35,000 to 39,999	8
40,000 to 44,999	9
45,000 to 49,999	10
50,000 to 54,999	11
55,000 to 59,999	12

For the purpose hereof, the population of Jackson County or any other member county shall consist of all persons living outside the incorporated cities in such county. The population shall be determined by the annual estimate of the State Census Board, except during the year of the Federal Decennial Census.

ARTICLE VI

FINANCES

6.1 Fiscal year. The fiscal year of RVOG shall begin July 1 and end the following June 30.

6.2 Budget.

(1) during the second quarter of each fiscal year the chairman shall submit to the board of directors his estimate of RVOG's expenditures for the immediate ensuing fiscal year and his recommendations

regarding income sufficient to defray the expenditures.

- (2) the board of directors shall review the budget and, with whatever modifications it deems advisable, submit the budget to the governmental units that are members of RVCG,
- (3) the budget, as adopted by the board of directors with whatever modifications it deems advisable, shall constitute
 - (a) the determination of what contribution each member of RVCG shall make to the organization during the immediately ensuing fiscal year, and
 - (b) the limit, with whatever qualifications the council authorizes by By-Law, on RVCG expenditures for that year.
- (4) subject to the provisions of this agreement, guide-lines, rules, regulations and limitations relating to the budget and the budgeting procedure shall be established by By-Law, but no member shall be required to contribute in greater proportion of the total than in proportional representation in voting strength on the board of directors.

6.3 Contributions of Members. During the first six months of a fiscal year each member of RVCG shall contribute to the organization the amount determined as due from that member for that year. The minimum annual contribution of a member of RVCG shall be the sum of \$25.00.

6.4 Depositary. Jackson County shall be responsible for custody of RVCG funds and shall account for them in accordance with the By-Laws of the council, and disburse them on order of the board of directors. Audit of the funds shall be provided for by the county as a part of the regular annual audit of its funds, and the County shall provide RVCG a report of the audit insofar as it deals with RVCG.

- 6.5 Financial reports. Other financial reports of RVOG shall be prepared and distributed in accordance with By-Laws adopted by the council.

ARTICLE VII

AMENDMENTS

- 7.1 Procedure for making amendments. This agreement may be amended only by the joint action of both the council of the Rogue Valley Council of Governments and the board of directors of the Rogue Valley Council of Governments. Written notice of the proposed amendment, including its full text must be submitted to each member of the council and board of directors at least 30 days before the meeting of either. Two-thirds (2/3) of the council present at its duly constituted regular meeting must affirmatively vote for the passing of such amendment. Two-thirds (2/3) of the weighted vote of the board members present at a duly constituted regular meeting of the board also shall be required for passing of said amendment.

CHARTER AGREEMENT

ROGUE VALLEY COUNCIL OF GOVERNMENTS

ARTICLE I

ESTABLISHMENT AND MISSION

1.1 The Rogue Valley Council of Governments, hereinafter referred to as RVCOG, is hereby established, by authority of ORS 190.003–190.110 authorizing intergovernmental cooperation, and by agreement among its members.

1.2 Mission.

We shall act as a catalyst to promote quality of life, effective and efficient services, and leadership in regional communication, cooperation, planning, and action in Southern Oregon.

ARTICLE II

FUNCTIONS AND POWERS

2.1 Where Powers Vested. Except as in this Agreement provided to the contrary, the powers of RVCOG are vested in the Board of Directors, hereinafter referred to as the Board.

2.2 Basic Functions. The basic functions of RVCOG, within its financial and staff capabilities, shall be to:

- (1) study or cause to be studied any governmental operations, facility, service, problem, or project of area-wide concern, and upon request of a member, study or cause to be studied any proposed project of local concern to the member for the purpose of evaluating compatibility with comprehensive regional plans affecting such member's locale; and,
- (2) report and publicize the findings of any such body; and,
- (3) recommend action to public and private agencies, including the enactment of State legislation and the adoptions of ordinances, conducive to coordination and other improvement of governmental operations, facilities and services and to the solution or alleviation of problems of governmental concern; and,
- (4) render advice, technical assistance, and project or program implementation services to governmental agencies upon their request, subject to financial reimbursement if such is required; and,

- (5) prepare and adopt local or regional plans and recommend official adoption by the appropriate instrumentalities of the governmental units concerned; and,
- (6) enter into agreements with the United States, the State of Oregon, public or private agencies or corporations, foundations, and individuals for the purpose of obtaining financial aid or other participation in carrying out the objectives, programs, and mission of RVCOG; and,
- (7) own or lease equipment and other property in its own name; and,
- (8) adopt a budget indicating the receipts and expenditures of RVCOG and establish the amount of financial participation by each member government; and,
- (9) seek and accept grants, gifts, loans, and donations in the name of RVCOG, a member government or member governments, or other public or quasi-public agencies; and,
- (10) make, adopt, and amend Bylaws consistent with this Charter Agreement; and,
- (11) employ staff, retain consultants, or obtain the personal services of individuals or employees of other agencies; and,
- (12) establish advisory committees; and,
- (13) take such other actions as are necessary to enable RVCOG to carry out its functions and duties.

2.3 Geographic Scope. The membership of RVCOG is drawn from the units of government having their service areas wholly or primarily within Jackson and Josephine counties. As a result, the functions listed in 2.2 are intended for implementation primarily in Jackson and Josephine counties. Should RVCOG wish to provide services outside of Jackson and Josephine counties, staff must inform the RVCOG Board of the nature and duration of such activities, and must obtain permission of the majority of the Board prior to implementation.

ARTICLE III MEMBERSHIP

3.1 Membership. Any general purpose local government, any special district as formed under ORS 190.003 to 190.110 (including public utility district, fire district, RVTD, irrigation district, etc.) or authority, and any public educational institute or district within Jackson and Josephine Counties may become a member of RVCOG by:

- (1) adopting a resolution approving this agreement in principle and agreeing to become a member; and,
- (2) contributing to RVCOG in accordance with this agreement and the RVCOG Bylaws; and,
- (3) complying otherwise with the requirement of this agreement and the RVCOG Bylaws; and,
- (4) paying its annual membership dues no later than December 31st of each new fiscal year.

Affiliate Membership. A non-governmental organization or governmental (state or federal) organization may become an affiliate member of RVCOG, with non-voting representation to the Board, by complying with the foregoing four requirements established in 3.1 after an affirmative vote of two-thirds (2/3) of RVCOG members to accept the affiliate member.

In determining whether an organization is appropriate as an affiliate member, the Board shall consider the following factors:

- (1) whether the organization has common interests with RVCOG's mission and functions; and,
- (2) whether the organization's affiliation could create either a conflict of interest or undue influence situation.

3.2 Termination of Membership. Any member may withdraw as a participating member in RVCOG under this Agreement at the termination of the fiscal year by notifying the Board in writing no later than May 1 prior to the beginning of the fiscal year in which termination is sought.

Any indebtedness incurred by RVCOG on behalf of a member government which is withdrawing shall remain an obligation of that government provided that such indebtedness received the affirmative vote of the government on behalf of which the indebtedness was incurred at the time the obligation was incurred, and is evidenced by written agreement, minutes, or memorandum.

A member not meeting financial commitments to RVCOG may be declared delinquent by the Board at the expiration of sixty days following the due date for these commitments. By an affirmative majority vote of the Board, a delinquent member in RVCOG may be terminated or suspended, along with all rights and benefits accrued by virtue of participation in RVCOG. Should the Board determine that the member jurisdiction is unable to provide its dues payment due to extraordinary circumstances, the Board may authorize, temporarily, a partial or full exemption from the delinquency process described above.

- 3.3 Reinstatement of Member/Affiliate Member. In the event of a change in membership status for any reason set forth in paragraph 3.2, the membership of such a member/affiliate member may only be reinstated in full upon approval of, and subject to the conditions established by, the Board.
- 3.4 Member Liability for Debts, Liabilities and Obligations. Member jurisdictions shall not be liable for any debts, liabilities or obligations incurred by RVCOG, its agents, employees, or officers, or those of the other member jurisdictions. Member jurisdictions shall not be jointly and severally liable for the debts, liabilities or obligations of RVCOG.

ARTICLE IV BOARD

- 4.1 Functions. The Board shall serve as the policy making body of the organization. It shall exercise the powers and functions herein granted RVCOG to accomplish the mission set forth in ARTICLE I herein.
- 4.2 Board Representation. The Board shall be composed of the following representatives of the governing bodies of members of RVCOG:
- (1) one representative from and selected by the governing body of each member general purpose government; and,
 - (2) one representative from and selected by the governing body of each member special district or authority, except under the following circumstances:
 - (a) If there are more than two members of a particular class of district or authority, those members shall choose one voting representative for that particular class (school districts, water districts, irrigation districts, etc.).
 - (3) voting representatives to the Board will usually be elected officials from the governing body of a member government. However, a member government may request that the Board authorize the member to send a non-elected official as the member's voting representative. It shall be the Board's authority to grant or deny the request based on the specific circumstances of the member government and upon the Board's need to maintain elected official involvement in and control over RVCOG operations.
- 4.3 Term of Office. The term of office of the member representatives to the Board shall begin the day he or she is appointed to the office and shall continue for a period determined by the governing body of the unit of government he or she represents, except that such term of office shall terminate immediately upon:

- (1) such appointee's termination as a member of the governing body of the unit of government he or she represents; and,
 - (2) failure of the jurisdiction represented to maintain a membership in RVCOG.
- 4.4 Vacancies. Vacancies in the office shall be filled in the same manner as the original appointment.
- 4.5 Voting. On all matters requiring a Board vote, members shall have one vote. On matters relating exclusively to either the Rogue Valley or Middle Rogue Metropolitan Planning Organization (RVMPO or MRMPO), only RVCOG Board member entities that are also members of the subject MPO shall be eligible to vote.
- 4.6 Alternate Representatives. Alternate representatives to attend meetings of the Board and act in place of the regular representative in the absence of the regular representative, shall be appointed in the same manner and by the same appointing authority as set forth in Section 4.2.

ARTICLE V OFFICERS

- 5.1 Officers. The officers of the Board shall be President, First Vice-President, and Second Vice-President. The voting members of the Board shall elect officers at the regular April meeting. The officers shall be elected as follows:
- (1) A request for nominations for each of the three officers' positions is made to the full Board. Nominations may be made by any member to any office.
 - (2) Following one or more nominations for each office, a vote is held of the full membership.
 - (3) If a majority vote is not attained on the first ballot for any office, the nominee receiving the least number of votes for such office is eliminated. Such procedures shall continue until each office is filled by majority vote.
- 5.2 Duties and Responsibilities. The President shall preside at all meetings of the Board, and in his or her absence, a Vice-President shall preside. Each officer shall perform such functions as in this Agreement and the Bylaws provide.
- 5.3 Voting. The officers shall each retain and may exercise power to vote on matters before the Board, except as restricted by Article 4.5.

5.4 Executive Committee. The officers, and up to four other members from the Board (at the Board's option), shall constitute an Executive Committee to provide policy guidance to the staff in the administration of RVCOG's business. The Executive Committee shall also make recommendations to the Board as provided for in the Bylaws.

- (1) The non-officer Executive Committee members shall be nominated and elected using the same procedures provided in Section 5.1 for Officers.
- (2) At least one of the Executive Committee members (officer or non-officer) shall be from jurisdictions within Josephine County (if there are sufficient members from the County to satisfy this requirement).

ARTICLE VI STAFF

6.1 Executive Director. The Board shall appoint an Executive Director who shall administer the business of RVCOG. He or she shall work with the Executive Committee and seek its policy guidance and direction, as appropriate. He or she shall employ such staff as necessary to carry out the work of RVCOG.

ARTICLE VII DURATION AND TERMINATION

7.1 This Charter Agreement shall continue and remain in full force, and RVCOG shall not be dissolved unless by a unanimous vote of the membership, provided however that such dissolution shall not become effective until such time as any contracts to which RVCOG is a party have been fully performed, are no longer in effect, or the responsibilities for which have been assumed by one or more member jurisdictions or a third party.

- (1) Upon dissolution of RVCOG, distribution of all assets of RVCOG shall be made to the current parties to the Agreement in proportion to their contribution (membership dues) to the finances of RVCOG during the current fiscal year. If during the course of operation a member government made some specific financial or asset contribution to RVCOG, for which the member was to be repaid or the asset returned, such repayment or return shall be made in full prior to the distribution of assets.
- (2) Upon dissolution of RVCOG, member jurisdictions shall not be liable for any debts, liabilities, or obligations incurred by RVCOG, its agents, employees, or officers, or those of the other member jurisdictions.

ARTICLE VIII
AMENDMENTS

- 8.1 Procedure for Making Amendments. This agreement may be amended only by the action of the RVCOG Board. Written notice of the proposed amendment, including its full text, must be submitted to each member of the Board at least thirty (30) days before the meeting of the Board. Two-thirds (2/3) of the Board present at its duly constituted regular meeting must affirmatively vote for the passing of such amendment.
- 8.2 Dates of Charter Adoption and Subsequent Amendments.

Adopted	September 30, 1968	Amended	August 27, 1987
Amended	September 8, 1969	Amended	December 9, 1987
Amended	November 22, 1971	Amended	December 7, 1988
Amended	March 27, 1972	Amended	February 27, 1991
Amended	February 25, 1976	Amended	March 25, 1992
Amended	May 26, 1982	Amended	June 26, 1996
Amended	May 30, 1984	Amended	May 22, 2002
Amended	February 26, 1986	Amended	January 22, 2014
Amended	June 24, 1987		

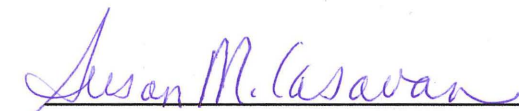
I hereby certify that the foregoing pages are a true and factual copy of the Charter Agreement of the Rogue Valley Council of Governments as last amended on January 22, 2014.



Michael Cavallaro, Executive Director
Rogue Valley Council of Governments

State of OREGON
County of JACKSON

Signed (or attested) before me on February 4, 2014 by Michael Cavallaro



Notary Public – State of Oregon



BYLAWS

ROGUE VALLEY COUNCIL OF GOVERNMENTS

Section 1. BOARD

- 1.1 Meetings. The Board of RVCOG shall hold regular meetings on the fourth Wednesday of the month, although the Board may alter that schedule due to conflicting holidays, events, or traditionally heavy vacation periods. Special meetings of the Board may be held on call of the President or at the request of any five (5) members of the Board.
- 1.2 Notice. Notice of any regular or special meeting of the Board shall be given in writing or by email to the representative of each Board member entity not less than four (4) nor more than ten (10) days prior to the date of the meeting. Notice shall be directed to each representative at such address as the representative shall provide RVCOG, and shall give notice of the time and place of the meeting and the agenda as established by the Executive Committee, as per Section 2.1 of the Bylaws.
- 1.3 Quorum. A majority of the members of the Board shall constitute a quorum for transacting its business.
- 1.4 Voting. The officers shall retain power to exercise a vote on all business before the Board. The outcome of votes will be decided by a majority of the membership present. In the event that a vote is both critical and time sensitive, and:
- (a) the next scheduled Board meeting has been cancelled; or
 - (b) a quorum has not been achieved at a scheduled meeting; or
 - (c) an emergency arises that requires a vote before the next scheduled Board meeting and a special meeting is not feasible;
- then, RVCOG is permitted to facilitate a vote by electronic or telephonic means. In the event that such a vote is necessary, RVCOG must use all available contact information to ensure that every eligible Board member has an opportunity to cast his or her vote, and must inform the membership of the final results as soon as possible.
- 1.5 Officers and Elections. The officers of the Board shall be the President, First Vice-President, and Second Vice-President and shall be elected at the time and in the manner set forth in the RVCOG Charter.
- 1.6 Rules and Procedures. All meetings of the Board are conducted in compliance with the Public Meetings Law of the State of Oregon (ORS 192.610–192.695) and under the general provisions of Robert’s Rules of Order, Revised.

Section 2. OFFICERS

- 2.1 Executive Committee. The Officers of the Board shall constitute an Executive Committee with the specified duties as stated in Section 2.2 of the Bylaws.
- 2.2 Duties and Responsibilities. The Executive Committee shall conduct the following activities, with the exception of specific duties of the President outlined in Section 2.3, of the Bylaws:
- (a) Review and recommend-agenda items for meetings of the Board.
 - (b) Recommend policy positions to the Board on issues concerning RVCOG.
 - (c) Advise and direct the Executive Director on policy, administrative, fiscal, and personnel matters-as necessary.
 - (d) Participate in the hiring of the Executive Director, and, when requested, key professional positions, through criteria development, finalist interviews, and ratification of selection.
 - (e) Perform such other duties as shall from time-to-time be established by the Bylaws.
- 2.3 President. In addition to presiding at all meetings of the Board, and providing the direction for the Executive Committee as established in subsection 2.2 above, the President shall:
- (a) Recommend the appointment of advisory committees, their membership, and withdrawals of such membership.
 - (b) Recommend the termination of advisory committees and their membership, once their purposes have satisfactorily been accomplished as provided for in the appointment.
 - (c) Call special meetings of the Board and the Executive Committee, as required, to conduct the business of RVCOG.
 - (d) Perform such other duties as shall from time-to-time be established by Bylaws.

Section 3. FINANCES

3.1 Fiscal Year. The fiscal year of RVCOG shall begin July 1 and end the following June 30.

3.2 Budget.

- (a) The Executive Director shall submit a proposed agency budget for the immediate ensuing fiscal year to a Budget Committee for consideration. The Budget Committee will comprise three members of the Board and three lay members. The President shall be one of the Budget Committee's Board members.
- (b) The Board shall review the budget and the recommendation of the Budget Committee, and, with whatever modifications it deems advisable, adopt the budget by June 30.
- (c) The budget, as adopted by the Board with whatever modifications it deems advisable, shall constitute:
 - (1) the determination of what contribution each member of RVCOG shall make to the organization during the immediately ensuing fiscal year; and
 - (2) the limit, with whatever qualifications the Board authorizes by Bylaws, on RVCOG expenditures for that year.
- (d) Subject to the provisions of this agreement, guidelines, rules, regulations and limitations relating to the budget and the budgeting procedure shall be established by the Board.

3.3 Contributions of Members. Each member of RVCOG shall meet its annual member dues obligations by December 31st of each new fiscal year.

3.4 Financial Reports. Current RVCOG financial reports shall be prepared and submitted to the Board for review at each regularly scheduled Board meeting.

Section 4. AMENDMENTS

4.1 These Bylaws may be amended only by action of the RVCOG Board. Written notice of the proposed amendment, including its full text, must be submitted to each member of the Board at least thirty (30) days before the next regularly scheduled meeting. Two-thirds (2/3) of the Board present at its duly constituted regular meeting must affirmatively vote for the passing of such amendment.

4.2 Dates of Bylaws Adoption and Subsequent Amendments.

Adopted	September 30, 1968
Amended	September 8, 1969
Amended	February 25, 1976
Amended	May 30, 1984
Amended	January 22, 2014

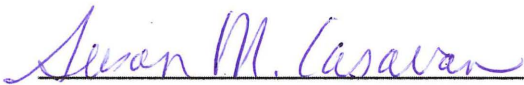
I hereby certify that the foregoing pages are a true and factual copy of the Bylaws of the Rogue Valley Council of Governments as last amended on January 22, 2014.



Michael Cavallaro, Executive Director
Rogue Valley Council of Governments

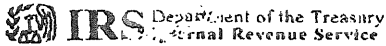
State of OREGON
County of JACKSON

Signed (or attested) before me on February 4, 2014 by Michael Cavallaro.



Notary Public – State of Oregon





Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248230137
June 07, 2011 LTR 4076C EO
93-0611406 000000 00

00016815
BODC: TE

ROGUE VALLEY COUNCIL OF GOVERNMENTS
PO BOX 3275
CENTRAL POINT OR 97502-0011



58622

Federal Identification Number: 93-0611406
Person to Contact: Ms. Edwards
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

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June 07, 2011 LTR 4076C E0
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ROGUE VALLEY COUNCIL OF GOVERNMENTS
PO BOX 3275
CENTRAL POINT OR 97502-0011

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations

Attachment F: Letters of Commitment – Coalition Partners

1. City of Medford (\$8,400)
2. City of Grants Pass (\$4,320)
3. City of Central Point (\$4,200)
4. Jackson County (\$10,728)



City of Medford

Office of the City Mayor

December 6, 2016

Continuous Improvement ~ Customer Service

Michael Cavallaro
Executive Director
Rogue Valley Council of Government
155 N.1st P.O. Box 3275
Central Point, Oregon 97501

REC'D DEC 06 2016

Re: Participation in the Rogue Valley Site Reuse and Revitalization Program

Dear Mr. Cavallaro:

I am pleased to confirm the City of Medford as a member of the Rogue Valley Site Revitalization Coalition. The City Council and I support the Community-Wide Assessment grant proposal submitted by the Rogue Valley Council of Governments (RVCOG) to secure funding through the U.S. Environmental Protection Agency's Fiscal Year 2017 Brownfields Assessment Grant Program.

The City of Medford is a long-time member and supporter of the RVCOG, including collaboration with the RVCOG on a number of different projects such as our recent, successful Regional Problem Solving (RPS) project. We understand the grant funding will be used to prioritize a brownfield inventory, conduct environmental site assessments, and plan for the clean-up and reuse of many brownfield sites throughout our region, including the Medford Metropolitan Statistical Area (MSA) and lands within the City of Grants Pass. We anticipate that City staff will spend up to 120 hours participating in this project. We pledge to provide this staff time as an in-kind contribution to the project valued at \$8,400 (120 hours @ \$70 per hour).

We are a growing community and we strive to provide excellent municipal services to our citizens. As we continue to grow outward, we also understand that great redevelopment opportunities are still available within the core part of the city. While closer to existing facilities and services, often they are expensive to redevelop due to contamination issues. By participating in this coalition, we hope to identify some of these sites and eventually clean them so they can be redeveloped and create new economic opportunities, reduce blight in our community, and improve livability for our citizens. We are particularly concerned about the many former auto dealership properties that have been vacant for more than a year no just north of our downtown. These sites are within and adjacent to a neighborhood that is home to many of our low income and minority residents, resulting in a disproportionate impact on these sensitive populations.

We are happy to be a member of the coalition and support the coalition's efforts to seek this grant funding. For further information, please feel free to contact Kelly Akin, Interim, Planning Director, at 541-774-2380 or kelly.akin@cityofmedford.org.

Sincerely,

Gary Wheeler, Mayor
City of Medford, Oregon

www.cityofmedford.org

411 West 8th Street, Medford, OR 97501

Tel. 541.774.2000 • email: mayor@cityofmedford.org • Fax 541.618.1700

December 6, 2016

Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 North First Street; Post Office Box 3275
Central Point, Oregon 97502



Re: Intent to Form Rogue Valley Site Revitalization Coalition and Support of Application

Dear Mr. Cavallaro:

On behalf of the City of Grants Pass, I would like to extend to you our willingness to work with the Rogue Valley Council of Governments in the formation of the Rogue Valley Site Revitalization Coalition. Working in partnership with the Coalition will facilitate a regional approach to inventory, assess, and plan for the redevelopment of brownfield sites that, without proactive involvement, pose a detrimental effect to our area's environmental health and economy.

The Grants Pass City Council is supportive of the submittal of a community-wide assessment grant application to the United States Environmental Protection Agency (EPA) to assess and plan for the redevelopment of key brownfield sites in the Grants Pass area and beyond. We are supportive of the Council of Government's grant application and wish to participate in grant-funded activities as a supporting Coalition member. We further wish to designate the Council of Governments as the lead agency for the purposes of this project.

The City can help provide meeting space and other community outreach assistance that will aid in completing important public input activities. We can also assist in the identification of sites in the Grants Pass area, and in selecting ranking criteria that can be used in a brownfield inventory. Furthermore, I will make my staff available to attend Coalition meetings with other Coalition members. Based upon our anticipated role on the project, we plan to provide an in-kind labor contribution to the project of 24 hours per year. At an average loaded salary of \$60/hour, our estimated in-kind contribution to the project is \$4,320.

We submitted an Area-Wide Planning grant application to the EPA earlier this year and remain hopeful that it will be funded. Funding of both our AWP grant application and the Council of Governments Community-Wide Assessment grant application will provide badly needed funding, and allow us to address the many brownfields present in our City.

The City of Grants Pass looks forward to working with the Council of Governments and other Coalition members on this activity. If we can be of further assistance in this matter, please do not hesitate to contact me.

Respectfully yours,

A handwritten signature in blue ink that reads "Aaron K. Cubic".

Aaron K. Cubic
City Manager
City of Grants Pass

AKC:sbl
CF 16-84

City of Central Point, Oregon
140 S 3rd Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Community Development
Tom Humphrey, AICP
Community Development Director

December 19, 2016

Greg Stabach, NR Program Manager
Rogue Valley Council of Governments
155 N. 1st Street | P.O. Box 3275
Central Point, Oregon 97502

Dear Greg:

The City of Central Point is pleased to provide this letter confirming our participation in the Rogue Valley Site Revitalization Coalition. The City supports the Community-Wide Assessment grant proposal submitted by the Rogue Valley Council of Governments (RVCOG) to secure funding through the U. S. Environmental Protection Agency fiscal year 2017 Brownfields Assessment Grant Program.

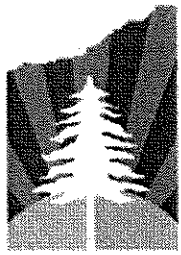
The assessment grant will be used to prioritize brownfield sites throughout the Rogue Valley and which were identified with the help of Business Oregon funding. Some of these sites are in the vicinity of Central Point. The City recognizes the economic and environmental benefit of restoring old brownfields to productive, employment-based land uses. There are old mill sites and aggregate extraction areas in the City's planning boundaries that could be reclaimed and reused in a manner that would be advantageous to private enterprise and to the overall economic sustainability of Central Point and the region.

The City has collaborated with the RVCOG in the past with very positive outcomes. We expect to assist in identifying sites in the Central Point area, and in selecting criteria that can be used in ranking a brownfield inventory. I intend to be personally available to attend Coalition meetings. Based upon our anticipated role on the project, we will provide an in-kind labor contribution to the project of 70 hours over three years. At an average salary plus fringe of \$60/hour, our estimated in-kind contribution to the project is \$4,200. We appreciate your initiation of this grant application and support every effort to fund the brownfield community-wide assessment grant.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Humphrey".

Tom Humphrey AICP
Community Development Director



JACKSON COUNTY

Oregon

Administrator's Office

Danny L. Jordan
County Administrator

10 South Oakdale, Room 214
Medford, Oregon 97501
Phone: 541-774-6003
Fax: 541-774-6705
JordanDL@jacksoncounty.org
www.jacksoncounty.org

December 2, 2016

Mr. Michael Cavallaro
Executive Director
Rogue Valley Council of Governments
155 North First Street
Central Point OR 97502

RE: Participation in the Rogue Valley Site Reuse and Revitalization Program and Support of the Community-Wide Brownfields Assessment Grant Proposal

Dear Mr. Cavallaro:

On behalf of Jackson County, a participant in the Rogue Valley Site Revitalization Coalition, I would like to offer our support for the community-wide Brownfields Assessment grant proposal submitted to the U.S. Environmental Protection Agency (EPA) on behalf of the Rogue Valley Council of Governments, Medford, Grants Pass, Central Point, and Jackson County.

Coalition community-wide assessment funding provided through the grant will allow for the development of a much needed comprehensive Brownfield program that will inventory and assess regional Brownfield sites and plan for their future redevelopment. The grant program supports the long-term economic well-being of our County by paving the way for future cleanup and redevelopment to recover lost property tax revenue, catalyze private investment, and expand employment opportunities in the Rogue Valley.

Jackson County encourages the EPA to fund this opportunity for Southern Oregon and if awarded, Jackson County Staff will participate in the Site Revitalization Coalition Advisory Committee meetings. In addition, we will provide assistance in identifying sites in Jackson County, particularly in White City. Several former lumber mills have closed in White City, and the vast majority of these mills remain idle. For example, the former Eugene F. Burrill Lumber Company mill closed in 1998, and the property has been decaying ever since. We very much would like to see this and other sites redevelop, creating jobs and generating property tax revenue for the County.

Based upon our anticipated role on the project (identifying sites, developing inventory ranking criteria, participating in site selection, attending advisory committee meetings, etc.),

Mr. Cavallaro
December 2, 2016
Page 2

we plan to provide an in-kind labor contribution to the project of 24 hours per year. At an average salary plus fringe of \$149/hour, our estimated in-kind contribution to the project is \$10,728. Jackson County looks forward to working with the Council of Governments and other coalition members on this activity.

Sincerely,



Danny Jordan
County Administrator

DJ:ls