



City of

**GOLD HILL**

P.O. Box 308 • Gold Hill, OR 97525  
(541) 855-1525 Fax (541) 855-4501

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**MEETING AGENDA**  
**GOLD HILL CITY COUNCIL – Regular Meeting**  
**APRIL 4, 2023 at 6:00 PM**  
**City Hall, 420 6<sup>th</sup> Ave**

To speak during public input, email [info@cityofgoldhill.com](mailto:info@cityofgoldhill.com) or sign up at the front entrance to the Council Room before the meeting.

<https://zoom.us/j/93770525802?pwd=WEN1QlJieDVpeDlablpEcEIBbUtaQT09>  
Zoom Meeting Link

**1. Call to Order/ Roll Call/Pledge of Allegiance**

**2. Agenda Adjustments**

Adjustments to the agenda are limited to a change in the order of business to accommodate visitors making presentations or citizens who are attending for the purpose of a single agenda item. Adjustments in the form of additions to the agenda are discouraged because the general public has had no prior notice of their consideration, and therefore interested persons will not have an opportunity to participate. Adjustments in the form of deletions from the agenda may be accomplished here so long as there is disclosure of the reason for the deletion and an indication as to when or if the item will be placed on a future agenda.

**3. Announcements, Correspondence, Awards and Proclamations**

**4. Public Input**

*Limited to 5 minutes or less per speaker per Mayor's discretion.*

**5. Public Hearing**

None

**6. Consent Agenda**

To be approved with single motion in the affirmative; Council Member(s) may elect to pull any and all items which will then be automatically added as the next item under section "7) Action Items"

None

**7. Action Items**

1. Solid Waste and Recycling Rate Resolution – Southern Oregon Sanitation
2. Encroachment Permit Request - Dardanelles St (southern end – unimproved)
3. City Manager Recruitment Process – Discussion and Direction to City Manager

## **8. Reports from Councilors**

## **9. City Manager Report**

1. Jackson County Sheriff's Office – Gold Hill Public Safety Statistics
2. Wastewater Plant Update
3. Wastewater Operations and Maintenance RFP Update
4. Municipal Code Update Project – Status Update
5. Fuels Reduction Update

## **10. Good of the Order**

## **11. Adjournment**

***Note: This agenda and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are available at the Gold Hill City Hall in advance of each meeting 420 6th Avenue (P.O. Box 308), Gold Hill, OR 97525. Information can also be viewed at [www.cityofgoldhill.com](http://www.cityofgoldhill.com)***



## Council Communication

<b>Agenda Item</b>	Southern Oregon Sanitation - Solid Waste and Recycling Rate Adjustment Resolution		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	April 4, 2023

### **SUMMARY**

Consistent with the terms of the existing franchise agreement, Southern Oregon Sanitation is requesting a rate adjustment utilizing the Consumer Price Index as the basis for the calculation. Solid waste and recycling rates have not been adjusted since 2018 (five years). The requested increase results in a 14.9% increase in solid waste and recycling rates, which translates to a monthly increase of \$2.75 for a typical residential customer. The rate schedule referenced in the franchise agreement as "Schedule A" is presented to Council in resolution form, with the expectation that the existing franchise ordinance will be updated in a subsequent Council meeting to reflect the removal of rates from the franchise ordinance and updating of other language for consistency with current state and local regulations (ORS references, insurance amounts, etc)

### **PREVIOUS COUNCIL ACTION**

Council last approved a solid waste and recycling rate increase in June of 2018 with the passage of Ordinance 565.

### **BACKGROUND AND ADDITIONAL INFORMATION**

Southern Oregon Sanitation has presented its 2022 Annual Report that contains relevant statistical information on service levels and account growth in Gold Hill, as well as a summary of franchise payments to the City of Gold Hill over the past ten years. Nick Fahey, Government Affairs Director with SOS will present this information to Council and be available for any questions from Council.

### **FISCAL IMPACTS**

Any increase in rates/fees for this, or any other franchise agreement the City has, (Avista, Pacific Power, etc) results in an increase in annual franchise revenue to the City's General Fund. The five percent franchise fee charged on gross revenues from Gold Hill operations would result in approximately \$1,500/yr in additional General Fund revenue from the current total of roughly \$12,000 per year.

### **STAFF RECOMMENDATION**

Staff recommends Council approval of the rate adjustment request. The operating margin noted in the materials provided by SOS are in line with other solid waste and recycling franchises throughout the Rogue Valley, which is the primary basis for rate making methodology.

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1) I move to approve Resolution \_\_\_\_\_ establishing a new Solid Waste and Recycling rate schedule and direct staff to present an updated franchise ordinance at a subsequent Council meeting.

## **REFERENCES & ATTACHMENTS**

1. Draft Resolution \_\_\_\_\_
2. SOS Rate Increase Letter
3. SOS Proposed Rate Increase – “Schedule A”
4. SOS 2022 Annual Report – Gold Hill
5. Gold Hill/SOS Franchise Agreement Ordinance



City of

**GOLD HILL**

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## **RESOLUTION 23-R-2**

### **A RESOLUTION OF THE CITY OF GOLD HILL APPROVING NEW RATES AND FEES FOR SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT**

**WHEREAS**, The City Council of the City of Gold Hill has the vested authority and power to establish exclusive franchise agreements to operate various essential services for the community of Gold Hill

**WHEREAS**, consistent with the franchise agreement most recently approved in June of 2018, the City Council has the authority and responsibility to review and approve associated rates and fees charged by the Solid Waste and Recycling contractor to Gold Hill customers.

**NOW, THEREFORE BE IT RESOLVED**, that the attached "Schedule A" and "Schedule B" are approved solid waste and recycling collection and the passage of this resolution authorizes the Solid Waste Franchisee to implement this fee schedule to its customers within the City of Gold Hill.

**APPROVED AND ADOPTED on** \_\_\_\_\_

\_\_\_\_\_  
Approve: Mayor Ronald Palmer

\_\_\_\_\_  
Attest: Interim City Manager Adam Hanks





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**Southern Oregon Sanitation Inc.**

P.O. Box 489 · 42 Ball Road · Eagle Point, OR 97524 · 541-826-5691 · [www.sosanitation.com](http://www.sosanitation.com)

City of Gold Hill  
ATTN: Adam Hanks  
420 6<sup>th</sup> ave  
Gold Hill, OR 97525

March 24th, 2023

Dear Adam;

Southern Oregon Sanitation is seeking a general rate increase for solid waste collection service in the City of Gold Hill.

The last general rate increase happened in 2018 in response to the world recycle crisis. This rate increase represents a 14.9% increase in the garbage collection rates for our constituents, lower than the CPI of 18.14% for the same time period.

Enclosed, please find the proposed rate Schedule (Schedule A).

For 43.3% of the residential customers, a single 35 gallon container, this rate will go from \$18.47 to \$21.22, a monthly increase of \$2.75.

Under these considerations, Southern Oregon Sanitation respectfully requests a rate hearing at the next scheduled City Council Meeting.

Sincerely

Nick Fahey  
Community and Government Affairs Manager  
Southern Oregon Sanitation





## Schedule A

<b><u>Regular Service</u></b>	<b>Rate</b>
32-35 gallon Roll Cart picked up once a week	21.22
32-35 gallon Roll Cart picked up Every Other Week	12.08
65 gallon Roll Cart picked up once a week	35.91
65 gallon Roll Cart picked up Every Other Week	19.26
95 gallon Roll Cart picked up once a week	50.27
95 gallon Roll Cart picked up Every Other Week	25.46
<b><u>Call in Service</u></b>	
* Rent on 32-35 gallon Roll Cart	4.63
* Dump fee on 32-35 gallon Roll Cart	10.50
<b><u>Mobile Home Parks</u></b>	
<i>Based on single billing, per can at the park's street curb</i>	
35 gallon Roll Cart – picked up once a week	20.57
Each additional 35 gallon Roll Cart	20.57
65 gallon Roll Cart – picked up once a week	35.91
Each additional 65 gallon Roll Cart	35.91
Extra bags or cans on any service – up to 35 gallon size	5.77
Overfull Cart Fee	5.37
<b><u>1 Yard Containers</u></b>	
1 times per week pick up	121.43
* Every Other Week	70.18
<b><u>1-1/2 Yard Containers</u></b>	
1 times per week pick up	141.02
* Every Other Week	85.20
<b><u>2 Yard Containers</u></b>	
1 times per week pick up	182.79
<b><u>3 Yard Containers</u></b>	
1 times per week pick up	231.11
<b><u>4 Yard Containers</u></b>	
1 times per week pick up	280.72
<b><u>6 Yard Containers</u></b>	
1 times per week pick up	417.82
Commercial Cardboard/Recycling container rent	19.60
Call back for commercial customers per minute	2.75
Re-Delivery on containers 1yds to 6yd	48.04

Padlock/gate fee

13.73

### **Container Maintenance Services**

Container Maintenance Services Include Time and Materials at current market rates

Specialized work hourly rate

125.00

### **COMPACTOR CONTAINERS**

To determine the rate for compactor containers or containers containing compacted material as follows:

Size of container x 4.3 x 32.23 (compacted factor) plus 5% franchise fee plus = total

Example: One 2 yard container containing compacted material picked up once per week.

2 yard container x 4.3 = 8.6

8.60 x \$32.23 = \$277.17

\$277.17 x 7% franchise fee = \$296.58

### **DROP BOX RATES – Loose Refuse**

Drop box rates {loose} delivery	Maximum delivery Weight		Dump Fee	C&D rent/day Waste	rent/month
5 Yard	4,000	61.18	149.66	NA	8.90 119.79
8 Yard	7,000	26.71	186.90	NA	9.53 119.79
10 Yard	9,000	91.78	261.72	457.23	9.93 149.66
20 Yard	14,000	91.78	359.04	797.72	13.00 164.41
30 Yard	16,000	91.78	486.21	1138.21	15.10 179.53
Drop box/Compactor cleaning		183.55			

*Advance payment required on all temporary drop boxes*

### **BIO-WASTE**

**Call in Commercial**

**Customer Prices**

21 gal

42.55

48 gal

59.58

**Residential**

**Customers**

Residential Sharps 1 gal

20.36

### **Additional Services**

Set in Fee, Once a week service

11.85

Set in Fee, Every other Week Service	5.92
Extra bags or cans on any service, up to 35 gallon size	5.77
Extra per yard charge, same day service	32.64
Call back for residential customers per minute	2.75
Cart delivery on 32-35,65 and 95 gallon Roll Cart	10.50
Cart Replacement fee	101.79
Reinstatement fee	34.32
Recycle Contamination	24.47
Re-Delivery on containers 1yd to 6yd	48.04
Padlock and Key Monthly	13.73
Replacement Padlock and Key	30.60
95 gal Yard Waste Container serviced Every Other Week	8.10
<b><u>Miscellaneous Services</u></b>	
Mattresses, box springs	24.47
Stoves, ranges, washers & dryers	18.36
Furniture, small appliance, carpet, ect	18.36

*Miscellaneous services may be provided only periodically*

#### **Additional Charges**

In the case that a can, cart, container or a drop box is overloaded, we charge for the additional waste based upon the driver's recommended charge (per bag, per yard, per ton)

The Contractor is responsible for all Safety Standards as described in Section 3.9. Therefore, the Contractor may refuse to haul a container or drop box that appears to be overweight. If the Contractor is hauling a container or box and is ticketed by the State or County weigh master for being overweight, the generator will be responsible for the ticket.

Customers will be charged a \$34.32 restart fee for all accounts that have been delinquent for 60 or more days and have had services terminated.	34.32
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Requests for special account information or detailed billing descriptions may be billed at \$73.42 per hour, one hour minimum.	73.42
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*\* Indicates a grandfathered services no longer offered in the area.*





**Southern Oregon  
Sanitation Inc.**

2023  
Gold Hill



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Since 1948*

## **Southern Oregon Sanitation Inc.**

March 24th, 2023

City of Gold Hill

420 6<sup>th</sup> ave  
Gold Hill, OR 97525

Dear Adam:

Southern Oregon Sanitation, Inc. (SOS) is pleased to present our annual report for 2022. We have highlighted a few of the more significant items from our report. The Gold Hill Municipality had an Operating Ratio of 6.5%.

Starting in 2012, at the request of some of our other municipalities, SOS started to present our income and expenses on a Municipality level. We do believe this change will more accurately reflect true profit margins within our different Service Areas and prevent any question of cross subsidization issues.

A special note for 2022, over the past 4 years Residential Route accounts have increased by 8.1% to 454 and the Residential Recycle adoption has increased by 8.6% to 429. We also, unfortunately, saw a decrease over the same time period of Commercial Route accounts by 37% to 17.



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## **Southern Oregon Sanitation Inc.**

In 2022 SOS continued to be hyper vigilant on drivers safety and continued to use Samsara (vehicle mounted telematics) to help us in this endeavor. Since signing with Samsara in 2019 we have been providing in cab drivers coaching, video tracking of the roads and drivers; as well as harsh events tracking. In 2022 Samsara added additional features for Front End Collision Avoidance and camera AI for seatbelt identification. SOS saw the value and began using these new modules to continue our trend of reducing risk to the public and to our employees.

In November 2021 SOS hired a full time Safety & Compliance Manager. Historically these duties had been overseen by the Operations Director and Crew Chiefs. This is a new role that reports directly to the General Manager and focuses on processes and procedures, training and compliance, tracking compliance, as well as does accident investigation to get to a root cause of any incident.

SOS has enjoyed a disposal fee of \$58.91 per ton from the Dry Creek Landfill. This rate increases every year by at least CPI.

Southern Oregon Sanitation is evaluating its Customer Service/Complaint resolution procedures. The challenge is to fulfill the customers' expectations while working within the parameters set down by the City regarding pricing and service levels. Operating with such a varied services list occasionally leads to situations where customers have concerns regarding the pricing or our collection practices. Southern Oregon Sanitation views these complaints and concerns as an opportunity to creatively address problems, i.e. Alternative service levels may be suggested, routing may be altered (within reason),



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## **Southern Oregon Sanitation Inc.**

and collection sites may be reviewed. On the rare occasion that complaints cannot be resolved internally, we will suggest that the customer contacts the City for further review. At this point there are no known outstanding complaints/issues. In 2022 we received over 64,000 phone calls, this was a decrease of 6,000 from 2021.

During 2022, we conducted or partnered in several events that bring valued benefit to our customers and the local community.

- HHW Collection Event
- Recycle Depots
- Corporate Recycle Coordinator

Unfortunately, in 2022, as the E-cycle program changed it forced the SOS Eagle Point facility on Ball rd to close. This was a determination by the program to limit the number of collection sites to Municipalities with a population over 10,000.

Sincerely,

Nick Fahey  
Government Affairs Director  
Southern Oregon Sanitation, Inc.



**Southern Oregon Sanitation  
Franchise Fee  
City of Gold Hill  
2022**

	<b>Gross</b>	<b>5%</b>
January	\$17,887.31	\$894.37
February	\$27,753.76	\$1,387.69
March	\$17,775.03	\$888.75
April	\$20,721.23	\$1,036.06
May	\$20,132.87	\$1,006.64
June	\$21,529.47	\$1,076.47
July	\$19,037.81	\$951.89
August	\$20,733.68	\$1,036.68
Sept	\$22,400.20	\$1,120.01
Oct	\$19,591.55	\$979.58
Nov	\$19,323.48	\$966.17
Dec	\$19,449.69	\$972.48

**SOS GH Operating Ratio and financials**

2022 2023 Budget

<b>Total Service Income</b>	238,171	262,690
	<b>238,171</b>	<b>262,690</b>
<b>Total Truck Expenses</b>	23,865	24,159
<b>Total Disposal Costs</b>	41,941	45,334
<b>Total Franchise Fees</b>	12,317	13,134
<b>Total Facilities Expenses</b>	14,179	14,506
<b>Total Recycling/Ewaste</b>	11,427	18,265
<b>Total Compensation</b>	55,421	60,304
<b>Total Taxes, Licenses, Fees</b>	4,426	4,557
<b>Total Insurance</b>	15,139	15,569
<b>Total Retirement Expenses</b>	5,944	6,177
<b>Total Payroll Expenses</b>	4,962	5,459
<b>Office Overhead</b>	12,275	12,628
<b>Total Shop Overhead</b>	1,886	1,975
<b>Total Amortization</b>	78 -	
<b>Depreciation</b>	17,680	16,786
<b>Other</b>	1,988	2,273
<b>Total Expenses</b>	<b>223,527</b>	<b>241,127</b>
<b>Operating Ratio</b>	6.55%	8.94%

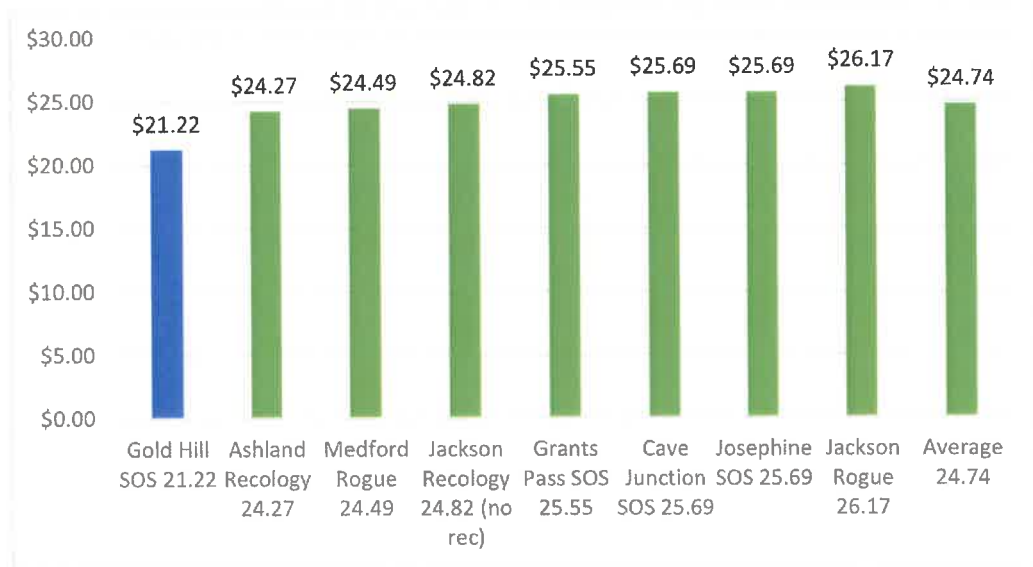
### 4 year Customer Count Growth

			Recycle		Comm	Yard	
<b>2018</b>	Residential	Recycle	Adoption	Commercial	Recycle	Debris	Total
Gold Hill	420	395	94.05%	27	-	79	922

			Recycle		Comm	Yard	
<b>2022</b>	Residential	Recycle	Adoption	Commercial	Recycle	Debris	Total
Gold Hill	454	429	94.49%	17	1	129	1,030
Growth	8.10%	8.61%	0.47%	-37.04%	#DIV/0!	63.29%	11.72%

### 35 Gallon Once a Week Rate

Municipality	35 Gallon Rate
Gold Hill SOS 21.22	\$21.22
Ashland Recology 24.27	\$24.27
Medford Rogue 24.49	\$24.49
Jackson Recology 24.82 (no rec)	\$24.82
Grants Pass SOS 25.55	\$25.55
Cave Junction SOS 25.69	\$25.69
Josephine SOS 25.69	\$25.69
Jackson Rogue 26.17	\$26.17
Average 24.74	\$24.74



## 2022 Oregon Recycling Collector Survey

Collector Southern Oregon SanitationWasteshed Jackson

## A. Post-Consumer Materials Handled in 2022 (Single Wasteshed)

Use a separate page 1 for each Oregon wasteshed.

INSTRUCTIONS: For each post-consumer material handled in 2022, record the amount obtained by each of the following collection methods. In columns (A)-(F) record the amount collected by your company. In column (G), record the amount received from other companies; list each company from which you received material. If material is received from multiple wastesheds, the totals reported (column H1) for each wasteshed should, when added together, equal the total reported in column (H2) on page 2. If material is collected in only one wasteshed, (H1) will equal (H2).



Materials (See Attachment A: Recovered Materials Definitions)	Amount Collected: Only by Your Company						(G) Amount Received From Other Companies	(H1) Total Amount Collected / Handled in This Wasteshed (A) thru (G)
	(A) On-Route Residential (Curbside Only)	(B) On-Route Commercial	(C) Multi- Family	(D) Disposal Sites & Transfer Stations	(E) Other Depots & Other Residential	(F) Construction & Demolition		
COMMINGLED All Commingled Materials (XXX)	4,991.596			440.080				5,431.676
PAPER FIBERS Newspaper / Mags. (FIB NP)				2,990				2,990
Mixed Papers Only (FIB MW)								-
Office Pack / HI Grade (FIB HI)								-
Cardboard / Kraft (OCC)		0.840		24,140				24,980
NON-FIBER Film Plastics (PF)								-
Plastic Bottles & Containers (RPC)								-
Other Plastics (PO)								-
Container Glass (GL)				23,860				23,860
Aluminum (AL)								-
Tinned Cans (TC)								-
Scrap Metal (SCM)				3,630				3,630
Lead Acid Batteries (LAB)								-
Tires (TIR)								-
Used Motor Oil (OIL)	2,430			3,916				6,346
Electronics (EL)								-
Asphalt Roofing (RF)								-
Food Waste (FW)		31,300						31,300
Food Waste / Yard Debris Mix								-
Wood / Lumber (WW)								-
Compacted Yard Debris (YD)	633.790							633.790
Uncompacted Yard Debris (YD)								-
OTHER Other								-
Other								-
Other								-



Council Bill

No. 08-1

## ORDINANCE NO. 565

AN ORDINANCE GRANTING A FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF GOLD HILL, JACKSON COUNTY, A MUNICIPAL CORPORATION IN THE STATE OF OREGON, DESIGNATED HEREIN AS THE "CITY" AND AN OREGON CORPORATION, DOING BUSINESS AS "SOUTHERN OREGON SANITATION, INC." DESIGNATED HEREIN AS THE "CONTRACTOR."

The City of Gold Hill ordains as follows:

### WITNESSETH:

That for the consideration herein expressed the City does hereby grant to the Contractor the exclusive right and franchise to collect, dispose, sell and transport solid waste and recyclable material generated within the City Franchise Area for the period of seven (7) years from and after and beginning with the effective date of this agreement. This franchise agreement shall automatically renew, unless the City provides notice that the agreement shall not be renewed. If the City desires to terminate this agreement, it shall so notify the Contractor in writing prior to the anniversary date of this agreement. The Agreement will then terminate 6 years after the next effective anniversary date. The right and privilege herein granted shall be exclusive so long as the Contractor shall perform the services hereinafter mentioned in the manner herein agreed.

Immediately upon this Agreement becoming effective the prior Franchise Agreement shall be terminated and replaced and superseded in all other respects by this Agreement.

The Contractor shall make at least one garbage pickup for its customers once each week or at a frequency subscribed to by its customers over the entire city and for the purposes thereof will have the right to use all streets, alleys and publicly used ways within the City for the collecting, gathering, and hauling of said materials; and,

The Contractor shall have the right to charge and collect for such service, from the persons, firms or corporations served, for the period of this exclusive franchise, and the Contractor agrees that the prices to be charged therefore, unless a change be found necessary and approved by the City, shall be as set forth in schedule "A," which is attached and incorporated by this reference. In anticipation of changes in the cost of providing service under this agreement in January of each year at the request of the Contractor and approval of the City an annual adjustment of 85% from the November U.S. Bureau of Labor Portland-Salem area

Cost of Living Index (CPI-U) will be implemented to the rates set forth in schedule "A". If the CPI-U results in a negative amount, no adjustment will be made.

In consideration of the rights and privileges granted by this Agreement, Contractor shall pay to City of Gold Hill five (5) percent per annum of its Gross Revenues derived from all services within the Franchise Area. Gross Revenues means Contractor's gross revenue from the fees charged for the collection of garbage within the corporate limits of the City, and after there from may deduct uncollectable account of customers within the City. The Franchise Fee shall be in lieu of any other license, or charges, which might otherwise be levied or collected by the City from the Contractor for doing business within the corporate limits of the City. The Franchise Fee shall be paid monthly on or before the 20<sup>th</sup> of each month during the term hereof, and shall be computed upon the gross revenue accruing during the previous calendar month or portion thereof. The Contractor will also provide the City at no charge the services listed in Schedule B.

The Contractor will provide disposal of collected waste at a disposal facility which shall be in compliance with all state and federal sanitary regulations.

The Contractor will provide, maintain and use adequate equipment to handle and dispose of the garbage and other refuse materials and will perform said services in a manner as to protect the City against scattering upon or littering the streets or driveways, and to insure the foregoing protection. The Contractor agrees to use equipment for hauling liquids, equipped with metal bodies, water tight and drip proof, that will meet all laws and sanitary rules and Ordinances of the State of Oregon and the City of Gold Hill.

The Contractor will be in the performance of the services herein contemplated, comply with all the rules, laws and regulations of the State of Oregon and of the Sanitary Ordinances and regulations of the City of Gold Hill which may regulate or be pertinent to this operation.

Contractor acknowledges that it is aware of and familiar with Chapter 729 of the 1983 Oregon Laws (S.B. 405) pertaining to recycling. The Contractor agrees to cooperate with the City in the development of any "opportunity to recycle" that may be required by law, and to provide its customers with an opportunity to recycle no later than July 1, 2000. The City and the Contractor agree that the rates set forth in Schedule "A" are subject to modification to reflect any added costs of compliance with this recycling requirement.

At the time this agreement is executed, the Contractor will have obtained and will provide satisfactory evidence thereof to the City, a policy of liability insurance from an insurance company admitted or otherwise licensed to do business in not less that the amount of \$1,000,000 single limit liability coverage for any occurrence resulting from the operation of its garbage pickup service during the term of this agreement, and which




occurrence or occurrences result in injury or death to any person or persons or to any damage to any property, personal or real. In addition, the Contractor will furnish to the City proof that the City is an additional named insured under the policy.

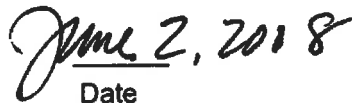
The right herein granted to the Contractor shall be exclusive for the full period of this agreement, so long as the services herein contemplated shall be performed by the Contractor as here agreed, but should the Contractor have the right through action of the City Council to declare a termination hereof and such action on the part of the City Council would terminate the right of the Contractor to further operate in pursuance hereof. The City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at later date as may be established by City, under the following condition. If any license or certificate required by law or regulation to be held by contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 30 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice by the party giving notice.

In the event of a dispute arising under this Agreement the parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If suit or action is brought to enforce any right created by this agreement, the prevailing party in such suit shall be entitled to recover in any trial court, any appellate court or courts, reasonable attorney fees, and costs and disbursements incurred therein.

IN WITNESS WHEREOF this agreement has been executed by the City of Gold Hill, Oregon, through its Mayor and/or its City Administrator, pursuant to the motion of the City Council, duly and regularly passed, and the Contractor has signed and sealed the same the th day of , 2008.

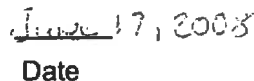
CITY OF GOLD HILL

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Date

SOUTHERN OREGON SANITATION, INC.

  
\_\_\_\_\_  
Patrick Fahey, Secretary and Authorized Signer

  
\_\_\_\_\_  
Date

## Schedule A

	Proposed Charge
35 gal once a week	\$15.50
35 gal every other week	\$8.50
65 gal once a week	\$26.00
65 gal every other week	\$13.75
95 gal once a week	\$36.50
95 gal every other week	\$19.00
1 yard once a week	\$86.00
1 yard twice a week	\$146.00
1 yard three times a week	\$206.00
1/ yard every other week	\$49.75
1.5 yard once a week	\$107.50
1.5 yard twice a week	\$204.00
1.5 yard three times a week	\$294.00
1.5 yard every other week	\$60.50
2 yard once a week	\$130.25
2 yard twice a week	\$245.75
2 yard three times a week	\$360.00
2 yard every other week	\$73.75
3 yard once a week	\$177.00
3 yard twice a week	\$357.00
3 yard three times a week	\$525.00
3 yard every other week	\$124.00
4 yard once a week	\$236.00
4 yard twice a week	\$466.00
4 yard three times a week	\$610.00
4 yard every other week	\$165.00
5 yard once a week	\$264.73
5 yard twice a week	\$524.73
5 yard three times a week	\$784.73
5 yard every other week	\$144.00
6 yard once a week	\$320.00
6 yard twice a week	\$640.00
6 yard three times a week	\$900.00
6 yard every other week	\$260.00

Trailer Park		* ten or more spaces, no recycle, billing on one account
35 gal once a week	\$10.50	
65 gal once a week	\$22.00	
Recycle only cart and service	\$4.50	
Card board cont	\$12.00	
Padlock	\$8.50	
Set in	\$3.00	

All rates above are a monthly charge for each service level

Drop Box	Del & Pull	Daily Rent	Disposal
5 yard	\$150.00	\$5.45	\$67.50 Includes first 1.5 Tons each additional ton \$45.00
8 yard	\$150.00	\$6.00	\$90.00 Includes first 2.0 Tons each additional ton \$45.00
10yard	\$200.00	\$6.55	\$90.00 Includes first 2.0 Tons each additional ton \$45.00
20 yard	\$200.00	\$8.65	\$112.50 Includes first 2.5 Tons each additional ton \$45.00
30 yard	\$200.00	\$10.00	\$135.00 Includes first 3.0 Tons each additional ton \$45.00

Distance fee \$1.57 Per minute of travel

## Schedule B

Service	Location	Period
One and a half yard container twice a month	Sports Park	Entire Year
Two 95 Gallon carts once a week	City Hall	Entire Year





## Council Communication

<b>Agenda Item</b>	Encroachment Permit – Dardanelles St Right-of-Way (Unimproved South end)		
<b>From</b>	Adam Hanks	Interim City Manager	
<b>Contact</b>	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	<b>Date</b>	April 4, 2023

### **SUMMARY**

An abutting property owner to the unimproved right of way at the southern end of Dardanelles Street has requested the City consider the granting of an encroachment permit to install a gate/fence and to continue to maintain and utilize the area as has historically been done by both prior and current owners of the abutting property. The Applicant has provided maps and diagrams of the site and proposed gate/fence location as well as a narrative of the request.

### **PREVIOUS COUNCIL ACTION**

N/A

### **BACKGROUND AND ADDITIONAL INFORMATION**

Gold Hill, as with most municipalities, has a number of unimproved rights of way throughout the City that are often informally utilized by abutting property owners as auxiliary access points to their property or have made landscaping improvements/maintenance for improved visuals or extended utilization of the property from their own landscaped areas.

A somewhat unique aspect of a number of Gold Hill unimproved rights of ways is due to many of the north/south streets dead ending at the banks of the Rogue River. This provides a number of opportunities for enhanced public access to the river, but also concurrently requires capital improvements to make the access points legal and safe for public use as well as ongoing costs to maintain the improvements over time (landscaping, signage, garbage, etc)

Encroachment permits are one of a number of tools available to Council to allow for specific permitted uses of public land. Easements are another typical tool and are often used for the installation of utility infrastructure across public land or for access through public land to private property. Each of these tools can have specific conditions or limitations placed on their approval, including termination conditions or dates.

A right of way vacation is a legal process by which the City formally and permanently releases ownership and control of a right of way. The right of way is declared to not be necessary for the public good and is sold/transferred out of public ownership and becomes either its own parcel (if large enough) or is offered to abutting property owners through a lot line adjustment that results in absorbing the land into the parcel of the abutting property owner.

### **FISCAL IMPACTS**

The encroachment permit itself has little to no direct financial impact to the City. Vacating the right of way could result in proceeds of the sale of the property, but the value of this property would need further review before a solid estimate could be provided to Council.

### **STAFF RECOMMENDATION**

The current utilization of this section of unimproved right of way should be acknowledged and be formally recognized in some way or the utilization should be altered and not be used as de facto private land. With that in mind, Staff recommends the approval of the encroachment permit with conditions similar to those proposed by the applicant as well as the inclusion of a clause that would allow the City to terminate the encroachment permit should Council decide to make formal public improvements to the right of way area at some point in the future (sidewalks/paths, river and wildlife viewing/observation decks, etc)

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1) I move to approve the encroachment permit application and direct the City Manager to incorporate conditions consistent with those proposed by the applicant as well as a termination clause to ensure the ability for future formal improvements to this right of way area.

### **REFERENCES & ATTACHMENTS**

1. Encroachment Permit Application (form, description, maps)



## City of Gold Hill

P.O. Box 308 Gold Hill, OR 97525

Phone: (541) 855-1525 | Fax: (541) 855-4501

Website: [www.cityofgoldhill.com](http://www.cityofgoldhill.com)

### Gold Hill Encroachment Permit Application Form

Encroachment Permit Application

Date Paid: 2/27/23

Fee: \$50.00

28 Dardanelles St. Gold Hill, OR 97525

Site Address: \_\_\_\_\_, Gold Hill, OR 97525

Attach a site plan, drawn to scale, showing:

- ☐ Street
- ☐ Property Lines
- ☐ Buildings on Property
- ☐ Any existing Driveway
- ☐ Any Existing Encroachment and Proposed Encroachment including location and materials

James Newstead

Owner: \_\_\_\_\_  
POB 785

Mailing Address: \_\_\_\_\_  
Gold Hill, OR 97525

541-727-1417  
Phone(s): \_\_\_\_\_

Description of encroachment in the City Right-of-Way:

Request to install a gate and fence at the dead end of Dardanelles St.

\_\_\_\_\_  
Please see attachments and thank you for your consideration.

\_\_\_\_\_  
*Include additional sheet if necessary.*

Conditions of any future encroachment in the City Right-of-way:

No further encroachment may occur outside the area of existing encroachment without an Encroachment Permit issued by the City.



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### Conditions of Encroachment Permit.

1. The Property Owner shall not place, or cause to be placed, any structures and/or plant material in the right-of-way where it will become a traffic hazard. Vehicle operators must be able to see oncoming traffic clearly from all directions.
2. The Property Owner shall obtain the appropriate Land Use approval from the City for any future improvements subject to City Codes.
3. The Property Owner is responsible for paying all required inspection costs associated with City Engineer or other contracted review officials.

Property Owner's or Representative's Signature: \_\_\_\_\_

Received By \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_ Property \_\_\_\_\_



### **Description of Proposed Encroachment in the City Right of Way**

I am respectfully requesting an encroachment permit for the end of Dardanelles St., south of the Riverside and Dardanelles intersection, where unimproved Dardanelles is 46' wide, necking down to 13' wide as you enter my home of 28 Dardanelles. This 13' section is where the encroachment permit area would begin.

The proposed area is approximately 67' wide by 80' long and is currently not being used as a city street or serve any other city purpose at this time. The intended area clearly meets all of the conditions of the encroachment permit.

At the time of purchase, the previous owners had landscaped this unimproved section of city property with flower beds and planted grass, adding irrigation sprinklers which stem from the home. I have continued to landscape the property, water the grass, create defensible fire space(working with the YCC for fire fuel reduction), pay out of pocket for the removal of dead trees, and on occasion, removed the unhoused from setting up camp.

I respectfully ask for permission to install a gate at the 13' wide section with an attached fence(see diagram), install a fence along the steep hillside for safety reasons, and continue my landscaping care and upkeep of this entire section.

Once gate is installed, I will give the necessary entities the gate code for access, including but not limited to city, fire, sewer, water, power, and any others the city deems pertinent.

If the request is approved, I would also like to be considered as, first right of refusal, if the city would ever sell this section of unimproved city property. Please see map attached for more information.

Thank you for your consideration,

James Newstead  
28 Dardanelles St.  
Gold Hill, OR 97525  
541-727-1417

Mailing Address:  
POB 785  
Gold Hill, OR 97525





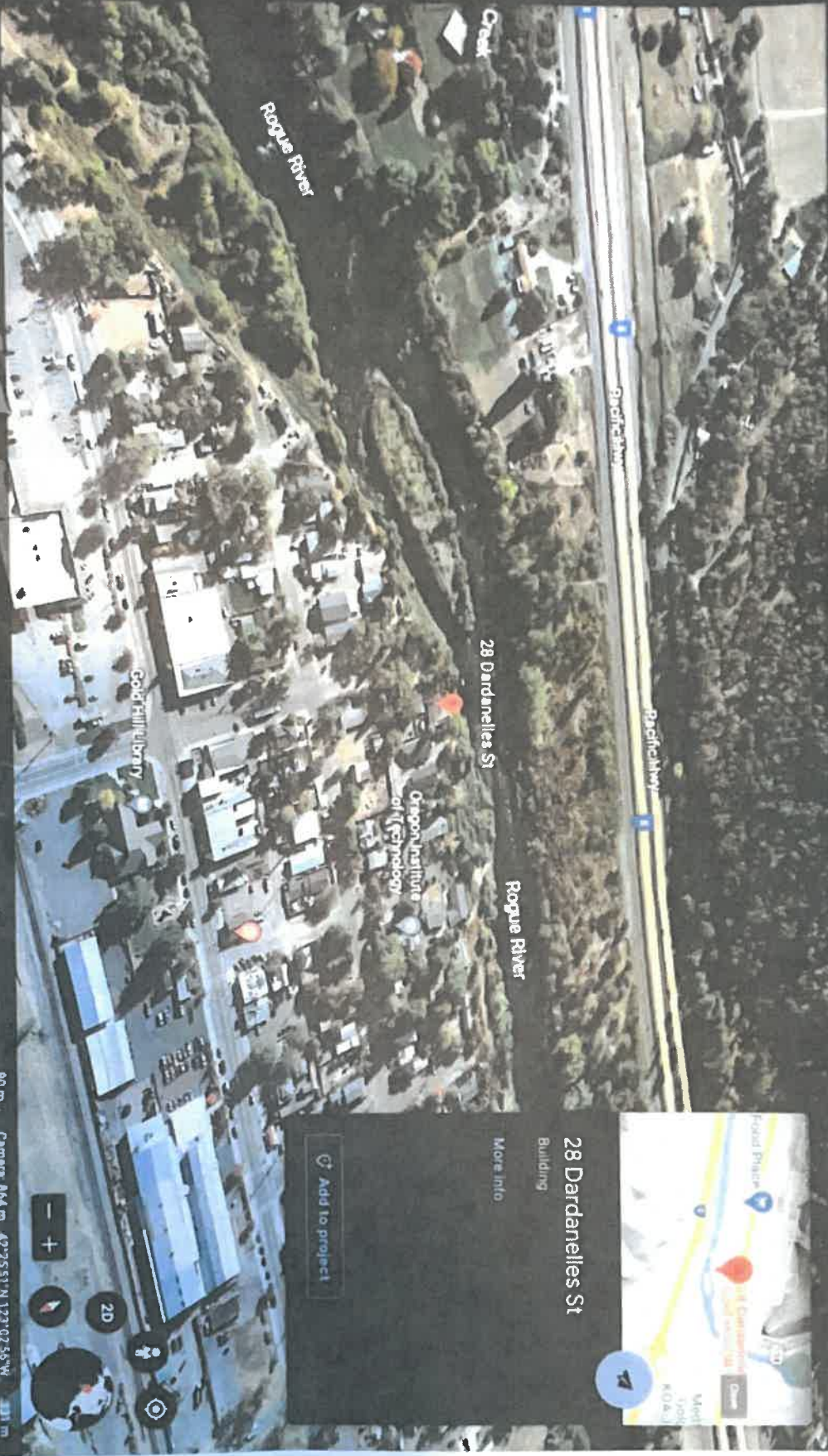




You are currently running an experimental version of Earth.

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Google 100% Imagery date 10/26/20 - recent



Learn more Send feedback



28 Dardanelles St

Building

More info

Add to project

90 m Camera 864 m 42°55'11"N 123°02'56"W 331 m



## Council Communication

Agenda Item	City Manager Recruitment Process and Timeline		
From	Adam Hanks	Interim City Manager	
Contact	<a href="mailto:Adam.hanks@cityofgoldhill.com">Adam.hanks@cityofgoldhill.com</a>	Date	April 4, 2023

### **SUMMARY**

The current Interim City Manager contract is scheduled to expire June 30, 2023. Council will need to provide direction to staff to initiate the recruitment process with the objective of finding one or more high quality, viable candidates interested in accepting the position on or before June 30, 2023.

### **PREVIOUS COUNCIL ACTION**

September 19, 2022 – Council appointed Interim City Manager Adam Hanks with a contract expiration of January 15, 2023, or earlier if a permanent City Manager was hired prior to the expiration date.

December 19, 2022 – Council extended the contract of Interim City Manager Adam Hanks to June 30, 2023, or earlier if a permanent City Manager was hired prior to the expiration date

### **BACKGROUND AND ADDITIONAL INFORMATION**

The following is a recruitment process outline to assist Council in selecting a recruitment process they feel comfortable and confident with to meet the objective of finding one or more high quality, viable candidates interested in accepting the position on or before June 30, 2023.

1. Form a City Manager Recruitment Sub-Committee of Council (three members maximum)
  - Review and finalize Updated Job Description
  - Assist staff in development of current issues and critical projects currently underway and those likely coming in the next 12-24 months
  - Assist staff in development of updated position profile and job announcement based on issues/projects
  - Assist staff in determining candidate target groups, agencies, non-profits and private sector employers to directly contact for job announcement exposure and candidate identification
2. Post job announcement with all standard agencies and make contact with all identified candidate targets.
3. Posting to be open until filled with early first review date (May 5, 2023)
4. Utilize a rolling interview format where any potentially viable candidate is interviewed by the Interim City Manager as the first filtering process. If deemed viable, a second interview will occur with the Sub-Committee. Both interview steps should occur within two weeks of the first review date or the date the application is received (if after first review date)
5. If at any point the sub-committee feels a candidate is worthy of an on-site visit, a full Council and appointed community member interview panel will be formed to facilitate the on-site visit.

Many of the above-listed tasks are standard recruitment process steps. The use of a rolling interview format is suggested to provide an opportunity to more quickly determine a high-quality fit. This is beneficial to the City in

meeting the target date for securing a candidate and also can improve the candidate pool as many candidates can be lost (drop out, accept other offers, etc) if the recruitment timeline is too long.

A drawback to the rolling interview format is that it is more challenging to compare candidates to each other as compared to the batch and filter process more commonly utilized.

While never desired or expected when initiating a recruitment process, it is important to recognize that a failed recruitment process can occur. The rolling interview format allows the process to remain open while individual applicants are advancing through the interview stages and the recruitment process ends only after a viable candidate moves through the Interim City Manager interview, the Council sub-committee interview and the Council/Community panel interview and accepts a formal job offer and successfully passes the required background investigation.

### **FISCAL IMPACTS**

Costs for the recruitment are likely to be similar to the last City Manager recruitment as the firm selected for the recruitment process did not charge their standard fees, only direct out-of-pocket expenses. The City will incur costs for development, distribution and advertisement of position profile/job announcements, candidate travel reimbursement for those selected for on-site interview panel and the hiring of a firm to conduct the background check of the job offered candidate (s). In total, costs are estimated to be between \$3,000 and \$5,000 and will be tracked for Council review.

### **STAFF RECOMMENDATION**

Staff recommends initiating the process listed above as soon as possible or making adjustments to the suggested process at this meeting so the process can be initiated. The first step would be forming the sub-committee and selecting up to three members and I would suggest it be the Mayor plus two Councilors. Staff will then work with the sub-committee to put together the updated job description, position profile, job announcement and target candidate groups

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- 1) I move to confirm the Mayor's creation of a City Manager Recruitment sub-committee  
AND
- 2) I move to place the Mayor and Councilors \_\_\_\_\_ and \_\_\_\_\_ as members of the recruitment sub-committee.

### **REFERENCES & ATTACHMENTS**