



**CITY OF JACKSONVILLE
CITY COUNCIL AGENDA
OLD CITY HALL, 205 W Main St**

**CITY COUNCIL
City Council Meeting**

**April 5, 2016
6:00 pm**

- 1) **CALL TO ORDER** (includes call to order, pledge of allegiance)
- 2) **a. MINUTES (March 15, 2016)**
b. BILLS LIST
- 3) **PUBLIC COMMENT (items **not** on the agenda) limited to 3 minutes per speaker.**
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. **Admin Department** - Jeff Alvis / Stacey McNichols / Kimberlyn Collins
 - b. **Planning Department** - Ian Foster
 - c. **Police Department** - Chief Towe
 - d. **Fire Department** - Devin Hull
 - e. **Mayor** - Paul Becker
- 5) **ACTION / DISCUSSION ITEMS**

(The public will be allowed to speak, one time, to certain items during the action/discussion items. In order to speak you must sign in with the Recorder under the item for which you wish to speak)

 - a. **Resolution R2016-004 Endorsing the Passage of the Rogue Valley Transportation District Property Tax Levy for the Election to be Held May 17, 2016**
 - b. **Resolution R2016-005 Adopting a Policy Limiting Memorials at the City Forest Park**
 - c. **Brunner Building Lease**
 - d. **Change Date for Charter Study Session (April 11th or 12th)**
- 6) **COUNCIL COMMITTEE REPORTS**
- 7) **ADJOURN**

Please let the City offices know if you will need any special accommodations to attend or participate in the meeting by calling (541) 899-1231. Informational documents for items on this agenda are available for review on the City website www.jacksonvilleor.us. A recording of the meeting will be available on the website within one week of the meeting.

Action minutes along with electronic recordings of the meeting, which may be reviewed on-line on the City of Jacksonville website <http://www.jacksonvilleor.us>.

March 15, 2016 at Old City Hall, 205 W Main St, Jacksonville

- 1) **CALL TO ORDER (includes call to order, pledge of allegiance) 6:00 pm**
Present: Councilors Gregg, Garcia, Jesser, Lewis, Wall, Bennington and Mayor Becker.
Staff Present: Administrator Alvis, Treasurer McNichols, and Recorder Collins.
- 2) **a. MINUTES (minutes from March 1, 2016 meeting)**
Move to: Approval
Motion by: Councilor Lewis
Seconded by: Councilor Garcia
Vote:
Ayes: 6
Councilor Wall abstained since she was not at the March 1, 2016 City Council meeting.
Motion Carries

b. BILLS LIST
Move to: Approve
Motion by: Councilor Garcia
Seconded by: Councilor Gregg
Roll Call Vote:
Ayes: 7
Nays: 0
Motion Carries
Council asked questions. Administrator Alvis answered.
- 3) **PUBLIC COMMENT (items not on the agenda) limited to 3 minutes per speaker.**
Bill Mansfield (Member of the Board of Directors for Rogue Valley Transportation District)– 916 W. 10th St., Medford, Or 97501 – Requested Council to support the Property Tax Levy in the May election.

Carol Knapp – 360 S. Oregon St., Jacksonville, Or 97530 – Reported water sheeting from the gutters on the Brunner building during heavy rains.

Clara Wendt - 570 G Street, Jacksonville, Or 97530 – Spoke to public comments on agenda items for the March 1, 2016.
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. **Mayor** - Mayor Becker
 - b. **Admin Department** - Administrator Alvis / Treasurer McNichols / Recorder Collins
 - c. **Planning Department** - Ian Foster
 - d. **Police Department** - Chief Towe
 - e. **Fire Department**- Chief Hull
- 5) **ACTION / DISCUSSION ITEMS**
(The public will be allowed to speak, one time, to certain items during the action/discussion items. In order to speak you must sign in with the Recorder under the item for which you wish to speak)

a. Michael Cavallaro RVCOG Annual Update

Public Comment: None

Council Discussion: Michael gives annual update for RVCOG. Council asked questions. Michael answered.

b. ITS Plan Update – Citizen Survey Results

Public Comment: None

Council Discussion: Councilor Garcia presented the results from the survey that was organized by Councilor Garcia and Councilor Gregg. Council asked questions. Councilor Garcia and Councilor Gregg answered.

c. OLCC Approval for the Carriage House (ONXY)

Public Comment: None

Council Discussion: Administrator Alvis introduced the owners of ONXY. Mario and Elizabeth spoke to their vision for the ONXY. Council asked questions. Mario and Elizabeth answered.

Move to: Approval of Application

Motion by: Councilor Lewis

Seconded by: Councilor Jesser

Vote:

Ayes: Unanimous

Motion Carries

6) **COUNCIL COMMITTEE REPORTS**

- a. Councilor Bennington: Gave report on last Planning Commission meeting. Updated Council on the Code update.
- b. Councilor Lewis: Attending RVSS Board meeting tomorrow at 7 am.
- c. Councilor Wall: Gave report on last Cemetery Commission meeting.
- d. Councilor Jesser: No Report
- e. Councilor Gregg: Gave report on the Public Safety Committee meeting last week. Next meeting on April 11, 2016 @ 1 pm at the EOC room.
- f. Councilor Garcia: Next Parks Committee will be March 24, 2016 @ 5 pm @ OCH.
- g. Mayor Becker: Informed Council of summer time events on the Courthouse lawn. Fourth of July Annual Picnic and three lawn concerts.

7) **ADJOURN 7:24 pm**

Paul Becker, Mayor

Kimberlyn Collins, City Recorder

Date approved: _____

**CITY OF JACKSONVILLE
Bills Against the City - City Council
APRIL 5, 2016**

GENERAL FUND - ADMINISTRATION DEPARTMENT		
Vendor Name	Description	Amount
Battery Systems Inc.	battery for generator	36.54
David Forrest	annual anti-virus subscription	480.95
Glacier Heating and Air	new furnace for OCH	2,204.40
Huycke O'Connor Jarvis LLP	attorney services feb 2016	45.00
Jacksonville Senior Nutrition	Senior Nutrition Program reimb.	1,500.00
Staples Advantage	office supplies - admin	96.84
		4,363.73
GENERAL FUND - POLICE DEPARTMENT		
Vendor Name	Description	Amount
Bill Lupton	per diem for training	25.00
Central Point Cleaners	uniform cleaning p.d.	15.85
Lee McColly	per diem for training	25.00
Lee McColly	reimb for work boots	265.50
Lexipol LLC	LE policy manual CIS grant	2,587.00
Quench & Drench	vehicle maint.	13.50
Taser International	taser supplies for PD	993.33
UPS	shipping fees for PD	21.30
		3,946.48
GENERAL FUND - PLANNING DEPARTMENT		
Vendor Name	Description	Amount
Affordable Telephone	voicemail repair - planning	75.00
David Forrest	annual anti-virus subscription	362.19
Diane Oliver	per diem for planning class	50.00
EcoNorthwest	work on buildable lands analysis	1,302.50
Ian Foster	per diem for APA Conference	145.00
Mike's A Full Service Printer Inc.	inspection forms - planning	50.50
Rogue Valley Council of Governments	contract interim planner feb 2016	4,274.07
Staples Advantage	office supplies - planning	55.41
		6,314.67
FIRE PROTECTION FUND		
Vendor Name	Description	Amount
Brian Barrett	reimb. for paramedic classes	150.00
David Forrest	annual anti-virus subscription	362.19
Fire Rescue Equipment NW LLC	service on holmatro equip.	1,085.00
Grounded Electrical	repaired wall outlet at FD	90.00
Murphy's Custom Canvas, Inc.	bag repair - fire dept	30.00
Northwest Safety Clean	training materials for F.D.	75.35
Providence Medford Medical Clinic	BLS instructor course / Matchett	90.00
TekPrinting Services Inc.	supplies for CERT grant	444.00
		2,326.54
STREETS FUND		
Vendor Name	Description	Amount
Bradley's Excavation Inc.	concrete repair taylor alley	1,905.00
Bradley's Excavation Inc.	street maint. coachman	270.00
City of Jacksonville - Petty Cash	petty cash reimbursement	9.98
Crater Lake Ford	brakes on flatbed	496.78
Farrell's Glass Service	glass for street dept	101.25
Sherwin-Williams	paint supplies	114.00
Sherwin-Williams	street line painter	5,282.00
		8,179.01

Vendor Name	Description	Amount
WATER FUND		
Vendor Name	Description	Amount
City of Jacksonville - Petty Cash	petty cash reimbursement	4.07
City of Jacksonville - Petty Cash	petty cash reimbursement	1.19
David Forrest	annual anti-virus subscription	362.19
Pacific Electrical	progress billing on SCADA project	2,205.00
Quench & Drench	vehicle maint.	43.95
		2,616.40
PARKS FUND		
Vendor Name	Description	Amount
Benchmark Maps LLC	cartography services for FP maps	1,100.00
City of Jacksonville - Petty Cash	petty cash reimbursement	50.00
Grounded Electrical	completion of lighting of steps to c street	4,924.20
J.A. Applen	cultural resources monitoring 2851 pinecrest ct.	2,231.25
Pacific Electrical	progress billing on SCADA project	525.00
Salvador Salazar	landscape maintenance	1,220.00
		10,050.45
CAPITAL PROJECT FUND		
Vendor Name	Description	Amount
A & D Rain or Shine Construction LLC	prep work and installation of tile @ courthouse	6,350.00
Applied Refrigeration Technology	progress billing courthouse project	25,000.00
J. Jackson Drywall	work on courthouse project	1,200.00
No Frills Flooring	tiles carpet tiles and materials for courthouse project	13,882.21
Precision Doors	final payment for courthouse doors	9,508.00
Robert Fitzsimmons Painting, LLC	painting interior of courthouse	1,200.00
Watkins Wood Flooring	deposit on wood flooring or courthouse project	10,900.00
		68,040.21
	TOTAL:	105,837.49
APPROVED BY:	DATE:	

Jacksonville City Council Agenda Item Summary



Resolution R2016-004 Endorsing the Passage of the R.V.T.D. Property Tax Levy for the Election on May 17, 2016

Date: March 29, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: April 5, 2016
Agenda Item: 5a.

Synopsis:

At the last City Council we were asked to consider a resolution for a property tax levy for the May election for the Rogue Valley Transportation District.

Fiscal Impact:

Property Tax Increase

Recommendations:

Approve Resolution No. R2016-004

Exhibits:

Exhibit A – Resolution No. R2016-004

RESOLUTION NO. R2016-004

A RESOLUTION ENDORSING THE PASSAGE OF THE ROGUE VALLEY TRANSPORTATION DISTRICT PROPERTY TAX LAVY FOR THE ELECTION TO BE HELD MAY 17, 2016.

WHEREAS, The City Council of the City of Jacksonville, Oregon resolves as follows:

1. The Mayor and City Council of the City of Jacksonville find that public transportation is vital to the quality of life and the economic well-being of the citizens of the Rogue Valley.

2. The Rogue Valley Transportation District transportation services perform an important part of the public transportation system of the Rogue Valley.

3. The passage of the property tax levy of \$0.13 per thousand at the Jackson County primary election to be held May 17, 2016 is necessary to ensure continued public transportation services to the citizens of the Rogue Valley.

4. The Mayor and Council of the City of Jacksonville endorse the above-described levy and ask the citizens of the city to vote favorably thereon.

Duly enacted by the City Council of the City of Jacksonville this 5th day of April, 2016.

Paul Becker, Mayor

ATTEST:

Kimberlyn Collins, City Recorder

City Council
April 5, 2016
Agenda Item 5a.
Exhibit "A"

Jacksonville City Council Agenda Item Summary



Resolution R2016-005 Adopting a Policy Limiting Memorials at the City Forest Park

Date: March 29, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: April 5, 2016
Agenda Item: 5b.

Synopsis:

At the last Parks meeting it was decided that they would like to carry forward the policy limiting memorials in the City Forest Parks as it is in our Urban Parks.

Fiscal Impact:

N/A

Recommendations:

Approve Resolution No. R2016-005.

Exhibits:

Exhibit A – Approve Resolution No. R2016-005

RESOLUTION NO. R2016-005

A RESOLUTION ADOPTING A POLICY LIMITING MEMORIALS AT THE CITY FOREST PARK

WHEREAS, the Parks, Recreation & Visitors Services' Committee has determined that no memorials of any kind or nature will be allowed in the existing or future City of Jacksonville Forest Park, except as described herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jacksonville, Oregon, declares:

1. Subject to item 4 below, only bronze donor plaques mounted on stone recognizing individuals, living or deceased, who have contributed \$5,000 or more for the enhancement or maintenance of the Forest Park will be permitted.
2. Existing memorials are exempt from the prohibition of 1 above, provided they meet all other City requirements.
3. The park subject to this Resolution is the Forest Park.
4. All memorials of any kind or nature are subject to applicable City Codes and review by the Parks, Recreation & Visitors' Services Committee and, if applicable, HARC or other applicable reviewing body.

Signed by me in open session in authentication of its passage this 5th day of April, 2016.

Paul Becker, Mayor

ATTEST:

Kimberlyn Collins, City Recorder

City Council
April 5, 2016
Agenda Item 5b.
Exhibit "A"

Jacksonville City Council Agenda Item Summary



Brunner Building Lease

Date: March 29, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: March 29, 2016
Agenda Item: 5c.

Synopsis:

The Brunner Building Lease is up for renewal. The current lease is submitted in this packet with dates and dollar figures removed for the Council to review.

Fiscal Impact:

Budgetary Impact

Recommendations:

Council should consider possibly extending the current lease for a year while we go through our budget process and/or reevaluate the monthly lease amount.

Exhibits:

Exhibit A – Renewal Request from Jacksonville Senior Center
Exhibit B - Old Library Collectibles & Thrift Shop Report
Exhibit C – Current Brunner Building Lease

To: City of Jacksonville
City Council

From: Jacksonville Senior Center, Inc.
170 South Oregon Street, Oregon 97530
December 2015

Dear Gentlepersons,

This document is to request renewal of a three-year lease with the Brunner Building for the purpose of the Thrift Shop. The Shop has been located here starting April 2003.

Thank you,

Judy Hall, President of Jacksonville Senior Center, Inc.

City Council
April 5, 2016
Agenda Item 5c.
Exhibit "A"

RECEIVED
DEC 08 2015
CITY OF JACKSONVILLE

TO: Mayor Becker
City Council Members

RECEIVED
MAR 08 2016
CITY OF JACKSONVILLE

F. Y. I.

Old Library Collectibles & Thrift Shop
170 South Oregon Street
Jacksonville, Oregon 97530

Gross sales for fiscal year 2014-2015 = ~~\$~~ 22,499

Number of volunteers = 30

Number of volunteer hours = 3,716

Our shop has been visited by customers (who chose to sign our guest book) from:

States – 46

Countries - 36

Some of the comments from visitors:

“Homey, attractive, inviting and such a good location”

“A beautiful store”

“Neat and clean”

“I've found everything I needed. Thanks.”

“A great example for other communities”.

“Great blast from the past, as my mom revisits with me and my siblings.”

“Amazed by your supplies”

“We are coming from Bayonne City (France) to visit your very interesting and historic 'Ville”.

“It's a very good cause. Keep up the good work.”

City Council
April 5, 2016
Agenda Item 5c.
Exhibit "B"

JACKSONVILLE SENIOR CENTER, INC.

Receipts and Disbursements

	<u>07/01/12</u> <u>06/30/13</u>	<u>07/01/13</u> <u>06/30/14</u>	<u>07/01/14</u> <u>06/30/15</u>
Receipts			
Dues & Contributions	923	450	684
Thrift Shop	17,489	18,373	22,499
Interest	323	97	964
Lunch & Raffels	260	8	136
Rent	1,195	1,552	1,100
Jacksonville Senior Nutrition Program	<u>17,020</u>	<u>14,675</u>	<u>13,500</u>
Totals	<u>37,210</u>	<u>35,155</u>	<u>38,883</u>
Disbursements			
Utilities	4,021	4,834	4,607
Insurance	895	895	1,393
Lease	900	900	900
Jackson Co. Exempt Status Real Property Taxes	356		
Annual Corporation Fee	50	50	50
Oregon Department of Justice	23	39	40
Jacksonville Senior Nutrition Program	17,088	13,538	13,703
Merchandise	25	200	
Stationery, postage etc.	601	856	448
Luncheon	1,029		648
Advertising	200	200	400
Repairs & Maintenance	466	184	817
Dues	75	118	88
Miscellaneous	66		
Donations	<u> </u>	<u>1,547</u>	<u>1,537</u>
Totals	<u>25,795</u>	<u>23,361</u>	<u>24,631</u>
Net Increase	<u>11,415</u>	<u>11,794</u>	<u>14,252</u>
ASSETS			
Change Fund	50	50	50
USB – Checking	12,238	11,223	33,898
USB – CD's	118,401	128,494	119,097
Umpqua – Checking	1,390	1,413	1,163
Umpqua – Money Market	8,468	10,023	11,450
Umpqua – JSNP	<u>1,432</u>	<u>2,570</u>	<u>2,367</u>
Total Assets	<u>141,979</u>	<u>153,773</u>	<u>168,025</u>

Jacksonville Senior Center Inc.

OLD LIBRARY THRIFT SHOP – MONTHLY SALES 2012-13 2013-14 2014-15 2015-16

July	1,513	1,692	2,103	1,837
August	1,497	1,740	1,580	1,447
September	2,332	2,228	3,190	3,978
October	1,106	1,934	2,113	1,580
November	1,266	1,317	1,574	1,356
December	1,431	1,174	2,220	2,211
January	1,380	1,328	2,192	1,291
February	1,150	991	1,262	
March	987	1,498	1,396	
April	1,904	1,641	1,494	
May	1,483	1,541	1,465	
June	<u>1,440</u>	<u>1,289</u>	<u>1,910</u>	
Totals	<u>17,489</u>	<u>18,373</u>	<u>22,499</u>	

JACKSONVILLE SENIOR CENTER, INC.

Jacksonville Senior Nutrition Program

	7-1-12 6-30-13	7-1-13 6-30-14	7-1-14 6-30-15
Cash in Bank	1,500	1,432	2,570
Receipts			
Jacksonville Seniors	1,500	1,500	1,500
City of Jacksonville	11,500	10,100	9,000
Private Donations	<u>4,020</u>	<u>3,075</u>	<u>3,000</u>
Total Receipts	<u>17,020</u>	<u>14,675</u>	<u>13,500</u>
Disbursements			
IOOF Rent	1,500	1,500	1,500
Rogue Valley Council of Governments	15,588	12,037	12,186
Check Order			<u>17</u>
Total Disbursements	<u>17,088</u>	<u>13,537</u>	<u>13,703</u>
Cash in Bank	<u>1,432</u>	<u>2,570</u>	<u>2,367</u>

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective this ? day of ?, ? by and between the City of Jacksonville, Oregon, a municipality, acting by and through its City Council, referred to below as the "City," and the Jacksonville Senior Center, Inc., (JSC) referred to below as the "Lessee."

RECITALS

A. The City is the owner of certain real property commonly known as 170 So. Oregon Street, and historically known as the "Brunner Building," located within the City of Jacksonville, at tax lot 5700, assessor's map page 37 2W 32BB.

B The City Council has authorized the lease of 170 S. Oregon Street, Jacksonville, for use as a Thrift Shop, and for no other purpose, subject to the terms and conditions set out in this lease agreement.

NOW, THEREFORE, in consideration of the mutual covenants stated below, the parties agree:

1. The City leases to the Lessee and the Lessee leases from the City, the above-described real property, and all improvements located thereon, together with the right to develop and operate the Thrift Shop, subject to the terms and conditions of this lease agreement.

2. The term of this agreement shall begin upon execution of this agreement, and shall end at midnight ? years hence. The Lessee shall provide the City notice of its desire to renew the lease agreement no later than December 1 of the third year.

3. The purpose of this lease agreement is to allow the Lessee to develop and operate a Thrift Shop in Jacksonville. No other use shall be allowed without the prior approval of the City.

4. The City assigns the right for all merchandise concession privileges to the Lessee.

5. The Lessee accepts the leased premises strictly "as is" in their present condition, subject to and including defects latent and patent. The Lessee has inspected the premises and found them suitable for the Lessee's purposes. Each party shall maintain the portions of the premises for which it is responsible under the lease in good order, condition, and repair throughout the entire term. Each party shall not do or suffer any waste or damage, disfigurement, or injury to its portion of the premises.

6. In consideration of the Lease Agreement:

a. The Lessee shall pay the City \$? per month, beginning, May 1, 2013 and monthly thereafter. It is expressly agreed that the rent payable by Lessee, monthly thereafter, has been established to reflect the

savings below market rent resulting from the exemption from taxation allowed under ORS 307.112.

- b. The Lessee shall designate and always maintain a Principal Contact person for facility control.
 - c. Facility keys will be held and controlled by the City Recorder and the Lessee's Principal Contact person.
 - d. The Lessee shall be responsible for all interior repairs and improvements to be made at their cost after first obtaining the consent of the City, including windows, interior walls, ceilings, floors, doors, light fixtures, switches, lavatory fixtures, and related hardware. The Lessee shall also be responsible for any repairs necessitated by the negligence of the Tenant, its agents, volunteers, employees, and invitees.
 - e. The Lessee shall assume and pay for all costs of, or charges for, utility services furnished to the Lessee during the term hereof, including, without limitation, all heating/cooling, electrical, water, sewer, communications, and janitorial services, and all other services to maintain and operate the leased premises.
 - f. Insurance on equipment and inventory owned by the Thrift Shop and all other insurance required under this lease agreement to be paid for solely by the Lessee.
 - g. The Lessee will be responsible at all times for the routine maintenance and operation of the Thrift Shop; it will comply with all applicable health, sanitation, environmental, safety and building laws, regulations, and ordinances, inasmuch as the violation is not the result of capital improvement needs. The Lessee will maintain a working interior smoke alarm.
7. In further consideration for this agreement, the Lessee shall:
- a. Provide to the City auditors access to accounting records related to the Thrift Shop as necessary for annual audit purposes. The City will maintain the confidentiality of accounting records to the extent permitted by law. Failure to provide information required by the City auditors will constitute a material breach of this contract; they will be made available to the City by September of each year.
 - b. Keep its accounting records in accordance with generally accepted accounting procedures.
 - c. The Lessee shall undertake the following as required by ORS 279.312:

- (i) Make payment promptly, as due, to all persons supplying to the Lessee, labor material for the prosecution of the work provided for this agreement;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund from the Lessee or any subcontractor incurred in the performance of this agreement;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees, pursuant to ORS 316.167.
- d. As provided in ORS 279.316, no non-exempt employee shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the laborer shall be paid at least time and one-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
- e. Recognize that the Lessor may need to construct repairs and rehabilitation to the building and that such work may require interruption of operations for an extended period of time. Lessee agrees to allow such work after being provided a 45-day notice.

8. Nothing in this agreement is intended to create in or transfer to the Lessee any right to possession of or any possessory interest in any real premises owned, leased, or otherwise controlled by the City. Nothing in this agreement is intended to grant or otherwise accord the Lessee any right to control any such premises independent of or superior to the City's paramount and continuing right to possession and control thereof, including uses and activities thereon.

9. The Lessee is operating this City facility for the general benefit of the public, not for profit. As such, the Lessee and the City anticipate the Lessee's interest in the Thrift Shop under this agreement is not subject to real property taxes. However, if the Lessee's personal premises are assessed as taxable by the County Assessor, the Lessee shall be responsible for all such taxes.

10. The Lessee may construct within the building such improvements as may be necessary for the purpose of this agreement, provided that all such construction shall have the prior approval, and be accomplished under the supervision, of the Jacksonville Public Works Department. Development plans, layout plans, construction, reconstruction, and alteration of land or improvements, or revision of layout or construction plans for this area must be approved in advance in writing by the City Administrator. The Lessee shall furnish to the City in writing a report of the cost of any and all improvements.

11. The Lessee shall not remove or demolish, in whole or in part, any improvements upon the leased premises without the prior written consent of the City which may, at its discretion, condition such consent upon the obligation of the Lessee to replace the same by an improvement specified in such consent.

12. The Lessee agrees to submit for the Historical Architectural Review Commission (HARC) review and approval, the location, size, text, colors, and construction of any proposed exterior signs.

13. The Lessee agrees not to discriminate against any employee/volunteer or applicant for employment/volunteer because of race, religion, color, national origin or other protected status, in connection with the performance of work under this contract. These shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recommitment or recruitment; advertising; layoff or termination; rates of pay or other terms of compensation; and selection for conspicuous places available for employees and applicants for appointment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

14. As determined to be historically appropriate, the Lessee agrees to comply with all applicable portions of the Americans with Disabilities Act, as it now exists or shall be amended when designing and constructing new improvements. Any alterations to the existing facilities required by the Americans with Disabilities Act will be made by the City provided the alterations are not required based solely on improvements to the premises made by the Lessee. The Lessee agrees to comply with all other applicable local, State, or Federal laws, including those laws pertaining to disabilities, rehabilitation, workers' compensation, and civil rights. The Lessee shall comply with the public contract provisions of State law.

15. The Lessee agrees that it and its employees/volunteers will not discriminate because of race, religion, color, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the Lessee or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, or national origin. The Lessee agrees to include and require compliance with a provision similar to the foregoing provision in any contract made with respect to the operations to be carried out under this agreement.

16. Notwithstanding anything in this agreement to the contrary, this lease agreement cannot be transferred or assigned and the Lessee shall not enter into any subcontract in connection with this agreement without the prior written consent from the City. This provision has been freely negotiated between the Lessee and the City. The Lessee understands that the prohibition on assignment is based on the City's need to carefully control the use and occupancy of the premises.

17. The Lessee, at its own expense, shall provide public liability and premises damage insurance in a form satisfactory to the City. Limits shall be no less than one million (\$1,000,000.00) dollars to any claimant for any number of claims for damage to

or destruction of premises arising out of a single accident or occurrence; one million (\$1,000,000.00) dollars for injury to any one person; and one million (\$1,000,000.00) dollars for total injuries, damages, or both, arising out of a single accident or occurrence. The City (including, without limitation, its councilors, officers, employees, agents, and volunteers) shall be an additional insured under these policies. These limits may be increased upon sixty (60) days prior written notice from the City. The changes may correspond to changes in the City's potential liability exposure under the Oregon Tort Claims Act as it may be amended. The insurance limits shall not limit the indemnities set out below in paragraph 24. Increases in insurance coverage for public liability and premises damage as required by the City that results in an increased expense to the Lessee are contingent upon the Lessee's ability to pay. If the Lessee cannot meet the requirements, this lease agreement shall terminate, and the Lessee shall immediately vacate the premises (without limiting the requirement of the Lessee to otherwise comply with the terms and conditions of this lease agreement).

The Lessee, at its own expense, shall also provide workers' compensation insurance or other insurance reasonably satisfactory to the City on its employees and volunteers.

18. An insurance certificate showing current comprehensive general liability coverage in the amounts stated above shall be provided to the City before the effective date of this agreement. The Lessee shall not cancel the required insurance without thirty (30) days prior written notice to the City, at which time a new certificate of insurance evidencing continuous coverage must be provided to the City.

19. The Lessee shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on the premises. "Hazardous substance" shall be interpreted in the broadest sense to include any and all substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials or any other similar term in or under any Environmental Law. "Hazardous substance" shall also include, but not be limited to, fuels, petroleum and petroleum-derived products.

The Lessee may use or otherwise handle on the premises only those hazardous substances typically used or sold in the prudent and safe operation of a thrift shop. The Lessee may store such hazardous substances on the premises only in quantities necessary to satisfy the Lessee's reasonably anticipated needs. The Lessee shall comply with all environmental laws, including federal, state or local statutes, regulations or ordinances, and shall exercise the highest degree of care in the use, handling, and storage of hazardous substances. The Lessee shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the premises. Upon expiration or termination of this lease, the Lessee shall remove all hazardous substances from the premises.

20. The City agrees to the following covenants:

- a. The City shall notify the Lessee of any proposed land use changes that may affect the operation of the facility;

- b. The City shall provide fire insurance, or self-insurance, at the City's option, on all improvements;
- c. The City will protect the confidentiality of the Lessee's financial and proprietary information to the extent permitted by law;
- d. **All exterior repairs and improvements are the responsibility of the City.** The City reserves the right to direct any person to leave the premises. Such right may be exercised by the Lessee on behalf of the City, provided that the City through its Administrator or designee may supersede any such direction given by the Lessee.

21. Each covenant in this agreement is deemed to be material. Any breach by the Lessee of any term or covenant shall be deemed a material breach. In the event that the Lessee shall fail to perform any of the terms of this agreement, the City shall give notice to the Lessee by certified mail addressed to the Lessee at the Lessee's last known address, specifying the claimed breaches. The Lessee shall have thirty (30) days from the date of mailing of such notice within which to remedy the default. If the default is not remedied within thirty (30) days, the City shall have the right to immediately terminate this agreement.

22. The Lessee agrees to yield and peaceably deliver possession of the leased premises to the City on the date of termination of this lease, whatsoever the reason for such termination. The City reserves the right to terminate this agreement with 30 days written notice if the terms herein are not being met, in the event of default of JSC. The agreement can only be terminated by either party during the term of the lease for good cause and after written notice of the violation which includes naming the violation and giving the opportunity to cure the violation within ninety (90) days has been sent to the other party. Written notice to the other party can be by US mail or personal delivery. JSC shall bring all unpaid rent, if any, current as of the date of termination.

Upon giving written notice of termination to the Lessee, the City shall have the right to re-enter and take possession of the leased premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings.

23. Upon expiration, abandonment, termination, revocation, or cancellation of this agreement for any cause, the Lessee shall immediately quit the premises. The Lessee shall have thirty (30) days within which to remove its goods, wares, merchandise, and other personal premises not affixed to the real premises. Any goods, wares, merchandise, and other personal premises not removed shall be deemed abandoned and shall become at once the premises of the City. Any additions, improvements, or alterations of the premises except for movable furniture and trade fixtures shall become a part of the realty and shall belong to the City upon the expiration or termination of this agreement for any cause.

24. Indemnification. The Lessee shall indemnify, defend, and hold the City (including, without limitation, its councilors, officers, employees, agents, and volunteers)

harmless for, from and against all liabilities (including, without limitation, strict or absolute liability in tort or as imposed by statute), causes of action, obligations, damages, penalties, subrogation's, loss, claims, costs, charges, and expenses (including reasonable attorney fees, expert witness fees, and deposition fees) that may be imposed on or incurred by or asserted against the City (whether rightfully or wrongfully filed) in connection with or arising out of;

(i) any use or nonuse of the premises or any activity occurring in or adjacent to the premises or any person's presence on or about the premises (including, without limitation, the Lessee, its officers, employees, agents, volunteers, and third parties);

(ii) any condition of the premises and any maintenance (except to the extent that Landlord provides maintenance), management, or operation of the premises;

(iii) any failure on the part of the Lessee to perform or comply with any of the provisions contained in this lease agreement, including, without limitation, any failure to provide insurance as required herein.

25. Mediation. Except as provided below, any dispute between the parties relating to this agreement shall first be submitted to a panel composed of two representatives of each party. At least one representative of each party shall have the authority to enter into an agreement resolving the dispute, subject to the approval of the City Council.

- a) The representatives shall meet within fourteen (14) working days of receipt of written notice of a request by either party for such a meeting to settle the dispute. The parties may agree to retain a mediator and to include any third parties in their negotiations. The parties may agree to implement any procedures or rules that they agree will benefit the settlement process.
- b) Should panel negotiations be unsuccessful, no written or spoken representation made during the course of attempted dispute resolution shall constitute a party admission or be admissible in any subsequent proceedings between the parties related to the dispute. Completion of the procedures outlined in this section shall be a condition precedent to either party's resort to litigation.
- c) Nothing herein shall prevent the City from seeking, in a court of competent jurisdiction, in Jackson County, Oregon, the following:
 1. Injunctive relief.
 2. Any interim or conservatory relief.

26. In cases of litigation or arbitration between the City and the Lessee arising out of this lease agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred at trial or upon appeal.

27. Pursuant to ORS 305.385(6), the Lessee hereby certifies under penalty of perjury that to the best of the Lessee's knowledge, the Lessee is not in violation of any

Oregon tax laws described in ORS 305.380(4).

28. This agreement is subject to restrictions and encumbrances of record.

29. The failure of the City or the Lessee to insist upon strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any right or remedy that the City or the Lessee may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of this lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of the lease. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

30. This lease represents the entire agreement between the City and the Lessee relating to the Lessee leasing the leased premises and shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to such leasing. Any modifications, changes, additions, or deletions to this agreement must be approved by the Lessee and the City in writing, and attached and incorporated by reference into this lease.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this lease agreement on the day and year written above.

CITY OF JACKSONVILLE

JACKSONVILLE SENIOR CENTER, INC.

By: _____
Paul Becker, Mayor

By: _____
Paula Sullivan, President

Jacksonville City Council Agenda Item Summary



Change Date for Charter Study Session

Date: March 29, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: April 5, 2016
Agenda Item: 5d.

Synopsis:

There have been some conflicts with the original date that was set for the Charter Study Session on April 14, 2016. Please pick from the following dates to reschedule:

April 11, 2016 , Monday
April 12, 2016, Tuesday

Fiscal Impact:

N/A

Recommendations:

Set new Charter Study Session for April 11th or April 12th

Exhibits:

Council Discussion



From: [Deborah Featherstone](#)
To: recorder@jacksonvilleor.us
Subject: Resignation from Budget Committee
Date: Tuesday, March 15, 2016 5:10:42 PM

Hi Kim,

This is to inform the City of Jacksonville that I will no longer be serving on the Budget Committee.

You asked me to state a reason for my resignation. It is that I feel I'm not contributing to the committee in any way. I don't know enough about the City's activities, revenues and expenses to make a well-reasoned judgment about the materials and draft budget we receive.

Many apologies for the delay in getting this resignation to the correct e-mail address.

Sincerely,

Debbie Featherstone

PRVS - March 24th Meeting

Chair: Steve Casaleggio

Members: Candy McClain, Bernie Croucher, Rob Burke, Ellie Cellars

Staff: Eric Villarreal

Liaison: Criss Garcia

Old Business

A. Forest Park, RV Mountain Bike Assoc Work Update

Two of four culverts in, quality of work is up to standards per Eric V.

Tony Hess reports that they are working very well in the new structure

B. Park Benches - Update

Research on man made materials that will be durable and require less maintenance yet still look like natural materials. Other benches possibly attention or replacement this year. General discussion on design merits and draw backs. Need to verify that holes exist for mounting and securing the benches.

It is available only by mail order. The Boosters may be interested in supplying one 4 ft (\$636) model near the Marjorie Eden memorial. City will assemble and place the bench

C. Nunan Square Drinking Fountain - update

Pending order. Would like the same style as Pheasant Meadows and Doc Griffin. Would like it installed by May 1st, pending other work

Action/Discussion Items

A. Forest Park - Eagle Scout Project - Scout Jarek Lindholm (Tony Hess' grandson) from Utah would like to build a shelter in our Forest Park. Gary Sprague speaks to plan.

Materials would be purchased by City. Motion made by Candy McClain and seconded by Rob Burke

B. Forest Park - Memorial Policy - Would committee want the same policy to apply in the Forest Park as the Urban Parks? City Resolution 2014-010 . Require affixing to a boulder or permanent memorial or bench, trails.

Recommend a resolution similar in name for Forest Park. Motion by Burke, second by McClain

C. Forest Park - Guided Hiking Tours - Committee Member McClain would like to start guided hikes up in Forest Park. Starting in May with wild flowers, Shade Creek to Ahtasu. Monthly through summer. Not longer than 2 hours.

Saturday June 4th is National Trails Day, might conflict with other events.

D. Parks Projects – Budget. A draft of suggested budget for upcoming expenses for various parks.

PARKS COMMITTEE BUDGET FOR 2016-17

\$10K draft recommended capital improvements

Cottage Street:

Capital: 2 new, 4' benches \$1,300

Creekside Court:

Question about why no bench or picnic table in this location? Asked for a price from Staff for a picnic bench.

Doc Griffin:

Maintenance: \$50 stain for picnic tables (Vol. labor) - need power washing, sanding and staining.

Capital: New signs \$1,800-Hale Signs makes & installs

Forest Park:

Maintenance: \$500 (repairs, supplies)

Capital: \$4,200 materials only for 1 bridge,
2 rest shelters, 3 kiosks (build w/volunteer labor)

Nunan Square:

Capital: New drinking fountain \$2,000 (purchase and install);

4 new 4' benches \$2,550 (?)

Peter Britt Gardens:

Capital: 2 new benches (4' & 6') \$1,400 (Vol. install)

Pheasant Meadows:

Sheffel-Thurston:

Veterans:

Vineyard View Parks:

Suggest a dog waste station here - Candy motion, Bernie second.

E. Parks Projects (Boosters) - Summer 2016.

This is intended for discussion of possible parks' projects with Boosters Club volunteers, including refinishing the wood picnic benches at Doc Griffin.
Moving flag standards at Veteran's Park closer to road for access.

F. Environmental Committee.

At the March 1 meeting, the City Council opted not create an Environmental Committee and chose to refer the idea to our Committee for ideas, including what issues and ideas merit addressing and possibly how.

Committee would not mind providing ideas and vetting plausibility within the normal scope of their considerations.

Doc Griffin and Peter Britt gardens are discussed as options for a pilot program. Work as interface to Rogue Disposal. Start small and

*Send materials from Linda Lebrick to Burke

G. Other-Forest Park Volunteer Days.

This arrived too late for the agenda, but has been added at Criss' request. Basically, it means big, volunteer clean up effort at Forest Park this year. Scheduling and logistics will be issues.

Liability for individuals is cumbersome, need to fill out form, fill out waiver and get a background check. That is if you are not a group...

Starting small with Candy's hikes and building to next year.

Next meeting: June 16th 1700