



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

**CITY COUNCIL  
City Council Meeting**

**September 20, 2016  
6:00 pm**

- 1) **CALL TO ORDER** (includes call to order, pledge of allegiance)
- 2) **a. MINUTES (September 6, 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 Bray / 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. **Parks Committee Appointment by Mayor**
  - b. **St Andrew Church Lease**
  - c. **Rogue Disposal Franchise Presentation**
  - d. **Approval of Resolution R2016-017**  
**A Resolution Amending The Solid Waste Collection Franchise Agreement Between The City Of Jacksonville (Hereinafter “City”) And Rogue Disposal And Recycling, Inc. (Hereinafter “Contractor”), Dated January 1, 1998, As Amended, By The Contractor And Lengthening The Term Of The Franchise**
  - e. **Proclamation - Kiwanis Children’s Cancer Cure Month**
- 6) **COUNCIL COMMITTEE REPORTS AND DISCUSSION**
- 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](http://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>.

## September 6, 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 Jesser, Gregg, Lewis, Bennington, Wall, Garcia, and Mayor Becker.  
Staff Present: Administrator Alvis, Finance Director Bray, Chief Towe, Principal Planner Foster and Recorder Collins.
- 2) **a. MINUTES (minutes from August 16, 2016 meeting)**  
Move to: Approve the minutes as amended  
Motion by: Councilor Jesser  
Seconded by: Councilor Gregg  
Vote:  
Ayes: 6  
Nays: 0  
Abstain: Councilor Wall – was not at this meeting  
Motion Carries  
  
**b. BILLS LIST**  
Move to: Approval as submitted  
Motion by: Councilor Lewis  
Seconded by: Councilor Garcia  
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.**  
Patricia Gordon – 648 Hueners Lane #E, Jacksonville, Or 97530 – addressed Council with questions in regards to timing of agendas on the website and where to find copies of the original and proposed charter.
- 4) **STAFF / DEPARTMENT REPORTS**
  - a. **Admin Department** - Jeff Alvis / Stacey Bray / Kimberlyn Collins  
Administrator Alvis: Update of final completion on the dam project, bids for the elevator, and installing heating upstairs. Council asked questions. Administrator Alvis answered.  
Finance Director: Reminded Council of the work session scheduled for Thursday at Old City Hall. Updated Council on the hire of the new part-time Planner that was approved through the FY 2016-17 budget. Also, the RARE intern will be arriving September 12, 2016. Council asked questions. Finance Director answered.
  - b. **Planning Department** - Ian Foster
  - c. **Police Department**  
Chief Towe: Updated Council on the search and rescue efforts for Ashley Laird. Chief Towe commended Jackson County Search and Rescue and the outpouring of support from the community for their hard work that led to finding Ashley. Council asked questions. Chief Towe answered.
  - d. **Fire Department** - Chief 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. Medford Water Contract – Larry Rains**

Public Comment: None

Council Discussion: Administrator Alvis introduced Larry Rains and they went through a few minor changes in the contract. Council asked questions. Larry Rains and Administrator answered.

Move to: Approve Medford Water Contract as presented

Motion by: Councilor Jesser

Seconded by: Councilor Bennington

Roll Call Vote:

Ayes: 7

Nays: 0

Motion Carries

**b. Planning Department Location**

Public Comment: None

Council Discussion: Administrator Alvis and Principal Planner Foster explained the need to remain in their current building verses moving into the new City Offices. Council asked questions. Administrator Alvis, Mayor Becker and Principal Planner Foster answered.

Move to: Keep the Planning Department where they are at the present moment

Motion by: Councilor Jesser

Seconded by: Councilor Bennington

Vote:

Ayes: Unanimous

Motion Carries

**c. Approval for Change of Ownership for the Cheesemonger's Wife Liquor License**

Public Comment: None

Council Discussion: Patti Kirsch introduced herself to Council.

Move to: Approval

Motion by: Councilor Lewis

Seconded by: Councilor Jesser

Vote:

Ayes: Unanimous

Motion Carries

**d. Jacksonville ITS Plan**

Public Comment: None

Council Discussion: Councilor Garcia present the ITS Plan that he has been working on with Councilor Gregg. Council asked questions. Councilor Garcia and Councilor Gregg answered. It was recommended to have the ITS Plan on the agenda for October 18, 2016.

**e. Approval of Resolution No. R2016-016 - A Resolution of the City of Jacksonville Modifying Administrative Procedures for Collection of the Increased Fire Protection Surcharge in Order to Raise the Adjusted Gross Income Level Below Which No Increased Fire Protection Surcharge is Due**

Public Comment: None

Council Discussion: Mayor Becker reminded Council of the previous discussion for the Fire Surcharge discount. Councilor Bennington gave his reasons as to why he can't support this resolution.

Move to: Approval of Resolution No. R2016-016  
Motion by: Councilor Lewis  
Seconded by: Councilor Jesser  
Roll Call Vote:  
Ayes: 6  
Nays: 1 - Councilor Bennington  
Motion Carries

6) **COUNCIL AND COMMITTEE REPORTS AND DISCUSSION**

- a. Councilor Bennington: Gave update on code revisions.
- b. Councilor Wall: Informed Council of next Cemetery Commission meeting on September 12, 2016 at 4:00 pm located in the community center.
- c. Councilor Garcia: Thanked the Mayor for the new flag flying over the courthouse. Informed Council of the next Parks meeting on September 21, 2016 @ 5:00 pm located in Old City Hall.
- d. Councilor Jesser: Reports a few citizens have requested a Parking Committee meeting. Administrator Alvis states he will need to contact Linda in regards to a meeting.
- e. Councilor Gregg: Updated Council on a change in dates for the Public Safety meeting. It was rescheduled from September 12, 2016 to a date in October. The committee is currently organizing a new date.
- f. Councilor Lewis: Reports to Council he will be going to Myrtle Creek on Thursday morning for the Small Cities LOC Region 5 meeting.
- g. Councilor Jesser: Reported the trolley is in bad shape. Administrator Alvis stated that Tim has recently informed him of the condition of the trolley.

7) **ADJOURN 7:37 pm**

\_\_\_\_\_  
Paul Becker, Mayor

\_\_\_\_\_  
Kimberlyn Collins, City Recorder

Date approved: \_\_\_\_\_

**CITY OF JACKSONVILLE**  
**Bills Against the City - City Council**  
**SEPTEMBER 20, 2016**

<b>GENERAL FUND - ADMINISTRATION DEPARTMENT</b>		
<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
Creative Marketing & Design llc	update on website	100.00
David Forrest	upgrades / repairs to Court Clerk & Recorder computers	569.16
David Forrest	adobe acrobat for Finance Director	300.00
David Forrest	IT support - admin	197.91
David Forrest	IT services for move to NCH & cameras	600.52
Huycke O'Connor Jarvis LLP	attorney services aug 2016	517.50
KDP Certified Public Accountants LLP	progress billing audit	375.00
Quill Corporation	supplies for AD	26.78
Quill Corporation	supplies for AD	117.54
		<b>2,804.41</b>
<b>GENERAL FUND - POLICE DEPARTMENT</b>		
<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
Airport Chevrolet	supplies for PD vehicle	86.70
City of Medford	fuel for PD aug 2016	649.72
Data Center West	monthly IT services	25.71
Lockwoods Automotive	install transmission in unit 4503	740.61
Quench & Drench	vehicle maint PD	30.00
Rogue Shred LLC	confidential shred	35.45
Southern Oregon Printing	business cards - PD	19.00
		<b>1,587.19</b>
<b>GENERAL FUND - PLANNING DEPARTMENT</b>		
<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
Data Center West	monthly IT services	96.40
Data Center West	monthly IT services	53.56
Rogue Valley Council of Governments	contract planner - july 2016	4,194.72
		<b>4,344.68</b>
<b>FIRE PROTECTION FUND</b>		
<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
Blackbird Shopping Center	supplies for FD	17.29
City of Jacksonville - Petty Cash	petty cash reimbursement	70.00
City of Medford	vehicle maint. FD	175.98
City of Medford	fuel for FD aug 2016	292.22
Data Center West	monthly IT services	25.71
Department of Public Safety Standards & Training	DPSST cert processing fee	85.50
Grover Electric and Plumbing Supply Co.	supplies for FD	108.87
KDP Certified Public Accountants LLP	progress billing audit	300.00
MES - California	uniforms for FD	184.83
		<b>1,260.40</b>
<b>CEMETERY FUND</b>		
<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
Blackbird Shopping Center	supplies for CEM	28.98
Budget Lumber	supplies for CEM	125.00
Budget Lumber	supplies for CEM	47.20
Jacksonville Lumber Co.	supplies for CEM	4.00
		<b>205.18</b>

Vendor Name	Description	Amount
<b>STREETS FUND</b>		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	299.54
Blackbird Shopping Center	supplies for STR dept	5.29
Blackbird Shopping Center	supplies for STR dept	7.99
Blackbird Shopping Center	supplies for STR dept	12.77
Budget Lumber	supplies for STR dept	115.10
Cantel of Medford	supplies for STR dept	35.00
Cantel of Medford	supplies for STR dept	39.50
Cantel of Medford	supplies for STR dept	174.60
City of Jacksonville - Petty Cash	petty cash reimbursement	60.00
David Forrest	IT services for move to NCH & cameras	600.52
Hubbard's Home Center	supplies for STR dept	35.14
Hubbard's Home Center	supplies for STR dept	21.84
Hubbard's Home Center	supplies for STR dept	10.00
Hubbard's Home Center	supplies for STR dept	113.74
Jacksonville Lumber Co.	supplies for STR dept	71.75
KDP Certified Public Accountants LLP	progress billing audit	300.00
Medford Tools & Supply Inc.	supplies for STR dept	90.20
Medford Tools & Supply Inc.	supplies for WTR dept	18.00
Mountain View Paving Inc.	asphalt patching applegate & graham	1,600.00
Pape' Material Handling Exchange	supplies for STR	96.86
Port of Bandon	oak trash barrels	2,050.00
Sherwin-Williams	paint & supplies for streets	671.80
		<b>6,429.64</b>
<b>WATER FUND</b>		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	299.55
Batteries Plus Bulbs #208	new batteries for back up at laurel wood pump station	74.08
Battery Systems Inc.	new battery for water truck	106.21
Bi-Mart	supplies for WTR dept	81.93
Bi-Mart	supplies for WTR dept	18.00
Bi-Mart	supplies for WTR dept	59.86
Blackbird Shopping Center	supplies for WTR dept	22.65
Data Center West	monthly IT services	12.84
David Forrest	IT support	134.58
David Forrest	computer and install for PT utility clerk	896.67
David Forrest	IT services for move to NCH & cameras	600.52
Ferguson Waterworks	supplies for WTR dept.	71.46
Ferguson Waterworks	water meter replacement	3,171.46
KDP Certified Public Accountants LLP	progress billing audit	300.00
Medford Tools & Supply Inc.	supplies for WTR dept	70.65
Neilson Research Corporation	water lead & copper stage 2 DBP's testing	399.00
Quench & Drench	vehicle maint. PW	82.90
Quench & Drench	vehicle maint. PW	59.90
Webfoot Truck & Equipment Inc.	water vehicle maint	76.42
		<b>6,538.68</b>

Vendor Name	Description	Amount
<b>PARKS FUND</b>		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	599.09
Budge-McHugh Supply Co.	supplies for PKS	63.35
Budge-McHugh Supply Co.	supplies for PKS	96.75
City of Jacksonville - Petty Cash	petty cash reimbursement	33.00
David Forrest	IT services for move to NCH & cameras	600.52
Hilton Fuel & Supply	rock for parks	180.00
Hubbard's Home Center	supplies for PKS dept	37.98
Jacksonville Chamber of Commerce	reimbursement visitors center Aug 2016	4,651.48
Jacksonville Lumber Co.	supplies for Norling Trails Bridge	680.35
Jacksonville Lumber Co.	supplies for PKS dept	427.49
KDP Certified Public Accountants LLP	progress billing audit	225.00
Salvador Salazar	lawn & parks maintenance	1,340.00
		<b>8,935.01</b>
<b>SDC FUND</b>		
Vendor Name	Description	Amount
Rogue Valley Council of Governments	work on daisy creek riparian proj.	238.46
		<b>238.46</b>
<b>CAPITAL PROJECT FUND</b>		
Vendor Name	Description	Amount
Affordable Telephone	wiring for phone & comp- NCH	1,192.75
C & S Fire-Safe Services LLC	work on Fire Alarm - NCH	2,510.68
Grounded Electrical	electrical repairs NCH	1,217.00
Mike Lower	install exterior rear door - NCH	200.00
		<b>5,120.43</b>
	<b>TOTAL:</b>	<b>37,464.08</b>
APPROVED BY:	DATE:	

# Jacksonville City Council Agenda Item Summary



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## Parks Committee Appointment by Mayor

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Date: September 8, 2016  
From: Jeff Alvis, City Administrator

City Council Meeting: September 20, 2016  
Agenda Item: 5a.

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### **Synopsis:**

Sec. 2.36.220. - Council committees.

In accordance with the provisions of the Jacksonville Municipal Code, the Mayor at their discretion shall appoint standing committees.

For your information: Please find the application for Kristen Sullivan included in your packet for your review.

### **Fiscal Impact:**

N/A

### **Recommendations:**

N/A

### **Exhibits:**

Exhibit A – Application for Appointment to Parks, Recreation, Visitors & Services Committee



City of Jacksonville

P.O. Box 7 - 110 E. Main Street

Jacksonville, OR. 97530

(541)899-1231

RECEIVED

AUG 11 2016

CITY OF JACKSONVILLE

### APPLICATION FOR APPOINTMENT TO COMMITTEE

COMMITTEE APPLYING FOR Parks Recreation & Visitors Services Committee

FULL NAME Kristen Diana Sullivan

ADDRESS 540 S. 4th St.

MAILING ADDRESS (if different) \_\_\_\_\_

PHONE (479) 800-6727 EMAIL kristen.sullivan@district6.org

EMPLOYER Jackson Co. SD # 6 TITLE teacher

DURATION OF EMPLOYMENT WITH CURRENT EMPLOYER 8 years

REGISTERED TO VOTE?  Y / N ARE YOU A JACKSONVILLE RESIDENT?  Y / N

IF YES, # OF YEARS AS A RESIDENT 5 yrs. DO YOU RENT OR OWN YOUR HOME? OWN

IF NOT, HOW FAR DO YOU RESIDE FROM CITY LIMITS? \_\_\_\_\_

WHY DO YOU WISH TO SERVE THE CITY OF JACKSONVILLE? I enjoy living here a great deal & would like to give back to the town. I also hope to learn more about Jacksonville in this position.

PLEASE LIST ANY PREVIOUS OR PRESENT INVOLVEMENT IN THE CITY OF JACKSONVILLE, SUCH AS CITY COUNCIL, COMMISSION OR BOARD MEMBERSHIP, CITIZEN'S COMMITTEE, ETC... \_\_\_\_\_

Dorcent @ Beekman House, Jacksonville Haunted History Walking Tour Guide, Board member - Historic Jacksonville, Inc.

City Council  
September 20, 2016  
Agenda Item 5a.  
Exhibit "A"

PLEASE LIST YOUR EDUCATIONAL BACKGROUND: <sup>'04</sup> Bachelor's Degree - Drury University  
(English); Master's Degree - Southern Oregon University (Education) '14

WHAT EXPERIENCE OR EDUCATION HAVE YOU HAD RELATIVE TO YOUR APPLICATION? I teach a unit on  
travel & tourism at Crater High School. I've worked with tourists through

PLEASE LIST YOUR OCCUPATIONAL EXPERIENCE: I've been teaching in secondary <sup>leading</sup> schools for 11 years. I've also worked in writing and travels.  
editing as a college student.

PLEASE LIST PROFESSIONAL OR TECHNICAL ORGANIZATION MEMBERSHIPS: Crater Biosite  
Council Member

LIST ANY ADDITIONAL WORK, CIVIC OR COMMUNITY EXPERIENCE THAT MAY RELATE TO THIS APPLICATION:

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\*The Comprehensive Plan is the guiding document for many decisions. Your appointment may require you to read and become familiar with the Comp Plan and other city codes upon appointment. Your signature on this application indicates you are willing to do so.

Signature Kuster D. Sullivan Date August 10, 2016

# Jacksonville City Council Agenda Item Summary



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## St. Andrews Church Lease

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Date: September 8, 2016  
From: Jeff Alvis, City Administrator

City Council Meeting: September 20, 2016  
Agenda Item: 5b.

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### **Synopsis:**

The St. Andrew Church lease is up for renewal. The current lease is submitted in this packet for the Council to review. Patricia Bell, Treasurer for St. Andrews Church, will be in attendance for council to ask questions.

### **Fiscal Impact:**

Monthly lease amount is \$350.00, of which \$150 is restricted for church restoration.

### **Recommendations:**

Approval of terms of lease.

### **Exhibits:**

Exhibit A –St. Andrews Church Lease

**COMMERCIAL LEASE AGREEMENT**

RENEWAL OPTION: On September 20, 2016, the Jacksonville City Council voted to renew the lease for St. Andrew’s Episcopal Church, for a period of five years.

The term of this lease shall commence October 1, 2016 and shall expire at midnight, September 30, 2021.

The base rental will remain at Three Hundred Fifty Dollars (\$350.00) per month.

Documented, front-end repairs paid for by St. Andrew’s Church shall be allowed as a credit to be applied at a maximum of One Hundred Fifty Dollars (\$150.00) per month and shall be deducted from the monthly rent.

All other options and conditions shall remain the same as in the lease dated October 1, 1991.

LANDLORD  
CITY OF JACKSONVILLE

TENANT  
ST. ANDREW’S EPISCOPAL CHURCH

By \_\_\_\_\_  
Paul Becker, Mayor

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

City Council  
September 20, 2016  
Agenda Item 5b.  
Exhibit “A”

COMMERCIAL LEASE AGREEMENT

This LEASE made and entered into this 1 day of OCTOBER, 1991, by and between THE CITY OF JACKSONVILLE, hereinafter referred to as "Landlord", and ST. ANDREW'S TRADITIONAL EPISCOPAL CHURCH, hereinafter referred to as "Tenant."

**Section 1. Purpose of Lease.**

1.1 Property to be Leased. Landlord now owns the Methodist Church on Fifth Street in Jacksonville, Oregon. Tenant has requested a renewal of its prior lease which expired on July 21, 1991.

1.2 Description of Leased Premises. Landlord has agreed to lease the Methodist Church building, surrounding grounds and old rose garden to Tenant.

**Section 2. Occupancy.**

2.1 Term. The term of this lease shall commence <sup>OCTOBER 1<sup>st</sup></sup> ~~August~~ 1, 1991 and shall expire on midnight, SEPTEMBER 30, 1996.

2.2 Renewal Option. If Tenant has fully and completely complied with all of the terms, conditions and requirements of this lease agreement, and is in no manner in default, Tenant shall have the option to renew this lease for one (1) successive term of five (5) years as follows:

(a) The renewal term shall commence on the day following the date of termination of the preceding term.

(b) The renewal option must be exercised by written notice to Landlord given not less than six (6) months prior to the last day of the expiring term.

(c) The terms and conditions of the lease for the renewal term shall be identical with the original term except rental rate, which shall be determined at the time of renewal by the parties at a reasonable rental rate under the then existing conditions in the community.

**Section 3. Rent.**

3.1 Base Rental. Tenant agrees to pay Landlord a base rental for the leased premises of Three Hundred Fifty Dollars (\$350.00) per month. All rental payments shall be made on or before the first day of each month, payable to Landlord at the address designated in this lease or such other address as Landlord may hereafter designate to Tenant in writing.

3.2 Restoration Account. One Hundred Fifty Dollars (\$150.00) of each rental payment during the initial term shall be accumulated by Landlord in a separate interest bearing restoration account administered by Landlord. Upon the request of Tenant and the approval of Landlord, funds may be disbursed from the restoration account exclusively for the purpose of restoring and maintaining the roof, walls and foundation of the Methodist Church building and grounds and for such other

improvements as may be necessary for the preservation of this historic property. At such time as the accumulated balance held in the restoration fund account exceeds \$6,000.00, all subsequent rent payments may be applied to the general fund of Landlord. All interest earned on funds deposited in the restoration account shall remain as a part of the restoration fund. If expenditures from the restoration account result in the account decreasing below \$6,000.00, then future rents shall be accumulated in the restoration account until a reserve of \$6,000.00 is accumulated again.

3.3 Application of Rental to General Fund. Except to the extent that rent is allocated to the restoration account as described in 3.2 above, the rent received by Landlord shall be considered unrestricted revenue and may be deposited to the general fund of the Landlord.

#### **Section 4. Use of the Premises.**

4.1 Permitted Use. Tenant shall operate the leased premises exclusively for religious purposes, including but not limited to church services, fellowship and meetings, community weddings, funerals and memorial services, and may sublease the premises for such purposes without discrimination as to religious denomination.

No other use of the premises shall be permitted for any other purpose without Landlord's prior express written consent.

4.2 Restrictions on Use. In connection with the use of the premises Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(b) Refrain from any use which would tend to create a nuisance or damage the reputation of the premises, or create a waste on the premises.

(c) Tenant shall refrain from storing on or discharging from or onto the property any hazardous waste or toxic substance as defined in 42 USC Section 9601-9657, and shall comply with all state and federal laws concerning the use or storage of hazardous substances in the leased premises.

#### **Section 5. Repairs and Maintenance.**

5.1 Restoration Fund obligations. The following repairs shall be the responsibility of Tenant from the restoration fund:

(a) Repairs and maintenance of the roof and gutters, exterior walls (including exterior painting), bearing walls, structural members, and foundation.

(b) Repair of sidewalks, driveways, curbs, parking areas.

(c) Repair and maintenance of exterior water, sewage, electrical services, and heating and air-conditioning service.

In the event Tenant discovers the need for such repairs, Tenant shall promptly notify Landlord and obtain Landlord's consent to the proposed restoration techniques and cost.

5.2 Tenant's Obligations. The following shall be the responsibility of Tenant outside of the restoration fund:

(a) All cleaning, interior painting, and other routine maintenance of the premises leased by Tenant.

(b) Repair of interior walls, ceilings, doors, windows, light fixtures, and plumbing from the point of entry to the premises.

(c) Tenant will install and maintain an approved fire alarm system utilizing reasonable fire detection devices.

(d) Any and all repairs necessitated by the negligence of Tenant, its agents, employees, or business invitees, except as provided in section 6.2 dealing with waiver of subrogation.

(e) Repairs of damage, including exterior damage to the premises or adjacent premises owned by Landlord, caused by Tenant, its agents, employees or business invitees.

(f) Any and all repairs to window glass.

(g) All other repairs to the premises which are not payable from the restoration fund under Section 5.1 above or casualty insurance carried by Landlord.

## Section 6. Casualty Insurance.

6.1 Insurance Required. Landlord shall keep the leased premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage in an amount equal to its replacement cost. Tenant shall bear the expense of insuring the personal property of Tenant on the leased premises against such risks.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

## Section 7. Taxes and Utilities.

7.1 Property Taxes. Tenant shall pay as due all property taxes, if any, on its personal property located on the leased premises, or arising as a result of its lease of the premises.

7.2 Utilities. Tenant shall pay all electricity and water utilities fee for the entire building. Tenant shall pay when due all charges for gas, garbage removal, telephone service, or any other utilities of any kind furnished to the leased premises solely for the benefit of Tenant.

**Section 8. Damage and Destruction.**

8.1 Partial Damage. If the leased premises are partly damaged and section 9.2 below does not apply, the property shall be repaired pursuant to plans approved by Landlord from insurance proceeds and the restoration fund. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays beyond the control of the parties.

8.2 Destruction. If the leased premises are destroyed or damaged such that the cost of repair exceeds 33-1/3% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, the parties shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for matters not under control of the parties.

8.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**Section 9. Eminent Domain.**

9.1 Partial Taking. If a portion of the leased premises is condemned and section 10.2 does not apply, the lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the property in anticipation of taking, the rental shall be reduced in proportion to the reduction in value of the leased premises on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, that amount shall be determined by arbitration in the manner as is provided in this lease.

9.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under section 9.1(a) above. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as taking by condemnation.

#### **Section 10. Liability and Indemnity.**

10.1 Liens. Except with respect to activities for which payment is to be made from the restoration fund, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of ten percent (10%) per annum from the date of expense by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss or liability, including Landlord's costs of defense, arising out of or related to any activity of Tenant on the leased premises or any condition of the leased premises in the possession or under the control of Tenant or any charges to be paid by Tenant under the terms of this lease.

10.3 Liability Insurance. Before going in to possession of the premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than those presently owned by Tenant as reflected on the certificate of insurance attached hereto as Exhibit "A". Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises and shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under section 11.2, and shall protect Landlord and Tenant against claims of third persons. The policy shall require ten (10) days' written notice to Landlord prior to any change or cancellation.

#### **Section 11 Quiet Enjoyment.**

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

**Section 12. Assignment and Sublease.**

12.1 No Assignment. This lease shall be personal to Tenant and may not be assigned.

12.2 Sublease. Tenant may sublease the leased premises to third parties for religious purposes or activities. A sublease of the leased premises for an activity occurring on a single day, such as a wedding or funeral, shall not require the prior written consent of Landlord. Any sublease for an activity which takes place on more than a single day shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld.

**Section 13. Default.** The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if Tenant begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**Section 14. Default.** In the event of termination on default by Tenant, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(a) All unpaid rent owing from the date of default until thirty (30) days after Tenant has vacated the premises.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition.

(c) Any sums advanced by Landlord under Section 10.1 of this agreement.

**Section 15. Surrender at Expiration.**

15.1 Condition of Premises. Upon expiration of the leased term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the leased premises in first-class condition and broom clean, depreciation and wear from normal use excepted. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require.

## 15.2 Fixtures and Personal Property.

(a) Attached hereto as Exhibit "B" is a list of the fixtures and furnishings existing in the leased premises which are owned by Landlord and shall remain the property of Landlord at the termination of this lease. All other religious furnishings and accouterments, including but not limited to the church organ, altar and lectern are the personal property of Tenant and shall remain the personal property of tenant at the conclusion of this lease, provided that they have not acquired the status of fixtures. Any personal property permanently attached to the walls, floor or ceiling of the leased premises shall be considered fixtures.

(b) All fixtures placed upon the leased premises during the lease term shall become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures which would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(c) Prior to expiration or termination of the lease term Tenant shall remove all furnishings and furniture which remain its property. The right of Tenant to remove equipment or movable fixtures is conditioned upon the understanding that such removal shall be done at Tenant's sole cost and expense; and Tenant shall immediately thereafter repair any damage to the leased premises caused by such removal. In the event of termination by reason of Tenant's default, Tenant shall have thirty (30) days from receipt of Landlord's notice of default and termination within which to remove all personal property.

**Section 16. Attorney's Fees.** If any court action is instituted in connection with any controversy arising out of this lease, the prevailing party in such action or any appeal thereof shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

## **Section 17. Miscellaneous.**

17.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

17.2 Notices. All notices required under this lease shall be in writing and shall be delivered in person or in the alternative by registered or certified United States mail, return receipt requested. Any notice required shall be deemed delivered by deposit in a proper United States mail depository, postage prepaid and addressed to the address of Landlord and Tenant as set forth at the conclusion of this lease unless or until notice of a change of address is received by Landlord or Tenant.

17.3 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

17.4 Entry for Inspection. Landlord shall have the right to enter upon the premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the premises notices for leasing or selling of the premises.

IN WITNESS WHEREOF, the parties have executed this agreement all as of the day and year first hereinabove written.

LANDLORD

TENANT

CITY OF JACKSONVILLE, OREGON

ST. ANDREW'S TRADITIONAL  
EPISCOPAL CHURCH

By: *[Signature]*

By: *[Signature]*

*[Signature]* 10.1.91  
Title

*[Signature]*  
Title

address:

address:

*1320 Woodland  
Melford.*

ITEMS WHICH SHALL REMAIN THE PROPERTY OF THE CITY OF JACKSONVILLE  
AT TERMINATION OF THIS LEASE

ITEMS WHICH ARE ATTACHED TO THE MAIN CHURCH BUILDING

1. Altar platform.
2. Platform carpeting.
3. Aisle carpeting.
4. Communion railing.
5. 16 pews with restoration donor placques attached.
6. Ceiling light fixtures donated by Mr. & Mrs. Jack Stater.
7. Furnace including ducts.
8. Fire alarm system.
9. Such other personal property which shall have been permanently attached to the walls, floor or ceiling of the main church building and thereby shall have acquired the status of fixtures.

ITEMS WHICH ARE A PART OF OR ATTACHED TO THE ADDITION TO THE MAIN CHURCH BUILDING

1. The addition, including but not limited to the foundation; flooring; walls; roof structure; roofing; exterior and interior walls; insulation; windows; exterior door; interior doors; windows; exterior porch, railing and steps; plumbing; and electrical wiring.
2. Closets.
3. Kitchen cabinets.
4. Kitchen counter.
5. Kitchen sink, including faucet and hot/cold handles.
6. Toilet.
7. Lavatory cabinet.
8. Lavatory, including faucet and hot/cold handles.
9. Light fixtures donated by Bruce and Ann Butte.
10. Small shelf beside streetside window.
11. Phone outlet on streetside wall.
12. Such other personal property which shall have been permanently attached to the walls, floor or ceiling of the addition to the main church building and thereby shall have acquired the status of fixtures.

LOANED AND DONATED ITEMS ATTACHED NEITHER TO THE MAIN CHURCH BUILDING NOR TO THE ADDITION

1. Bible from the Jacksonville Methodist Church donated in 1877 by the young men of Jacksonville - "returned to the Jacksonville Church on permanent loan" on August 11, 1982, by the United Methodist Church Archives, Willamette University, Salem, Oregon - restored by St. Andrew's Traditional Episcopal Church in 1990.
2. Pulpit - restored with funds donated by the Jacksonville Booster Club on April 5, 1982.
3. Altar missal "Dedicated to Genevieve Boone Gilman by her children Ann Boone Butte and her brother, Rev. Richard Hall Gilman, III, St. Andrew's Traditional Episcopal Church, Jacksonville, OR June 25, 1978 - the first service".
4. Fair linen - "Old frontal lace altar linen" donated by Bruce and Ann Butte.  
- Altar cloth of eyelet material made and donated by Mrs. Dorothy L. Mears.
5. Set of two altar cruets donated by Bruce and Ann Butte.
6. Scrapbook history of the Old Methodist Church and its restoration.
7. American flag, flag staff and stand donated by Dorothy L. Mears "In memory of Clark C. Mears".

--- END ---



STATE FARM INSURANCE COMPANIES

Premium Notice

POLICY NUMBER

97-02-7333-6

CHURCH POLICY

MPP ACCOUNT NO: 906100

NOTE: DO NOT PAY - PREMIUM BILLED THROUGH STATE FARM PAYMENT PLAN.

DATE DUE

PLEASE PAY THIS AMOUNT

THIS IS FOR INFORMATION ONLY

IF YOU HAVE MOVED, PLEASE CONTACT YOUR AGENT

Y 1678/83 X

ST ANDREWS TRADITIONAL EPISCOPAL CHURCH PO BOX 358 JACKSONVILLE OR 97530-0358

Regional Office Use Only

0322

215 200108100000000

2976000273336015 >



STATE FARM FIRE AND CASUALTY COMPANY 4600 25TH AV N E, SALEM OR 97313-1000

RENEWAL CERTIFICATE PREPARED DEC 26 90

POLICY NUMBER

97-02-7333-6

DATE DUE

BILLED THROUGH SFPP

PLEASE PAY THIS AMOUNT

CHURCH POLICY

INSURED:

ST ANDREWS TRADITIONAL EPISCOPAL CHURCH

CONTINUED PAYMENT OF YOUR PAYMENT PLAN BILL WILL EXTEND COVERAGE TO FEB 05 92.

SECTION I

LOCATION

1) 305 N 5TH JACKSONVILLE OR

COVERAGES/LIMITS

BUILDINGS- EXCLUDED

BUSINESS PERSONAL PROPERTY-COVERAGE B

52,600

\$

PREMIUMS 232.00

DEDUCTIBLES-BASIC \$250

OTHER DEDUCTIBLES MAY APPLY-REFER TO POLICY

SECTION II

BUSINESS LIABILITY-COVERAGE L

1,000,000

\$

105.00

MEDICAL PAYMENTS-COVERAGE M

5,000

PRODUCTS-COMPLETED OPERATIONS (PCO) AGGREGATE

2,000,000

GENERAL AGGREGATE (OTHER THAN PCO)

2,000,000

FORMS, OPTIONS, AND ENDORSEMENTS

COVERAGE A - INFLATION COVERAGE

CHURCH POLICY - SPECIAL FORM 3

FP-6105

INDEX: N/A

AMENDATORY END

FE-6237.1

COVERAGE B - CONSUMER PRICE

DEBRIS REMOVAL ENDORSEMENT

FE-6451

INDEX: 133.8

See reverse side for important information affecting your insurance. Please keep this part for your record.

EXHIBIT A

Thanks for letting us serve you...

Agent NIEDERMEYER C LEE INS AG Telephone 503-664-3301

3

ANNUAL PREMIUM

\$

337.00

# Jacksonville City Council Agenda Item Summary



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## Rogue Disposal Franchise Presentation

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Date: September 8, 2016  
From: Jeff Alvis, City Administrator

City Council Meeting: September 20, 2016  
Agenda Item: 5c.

---

### **Synopsis:**

Rogue Disposal will be presenting their 5 year review to Council and requesting approval for items in Exhibit "A".

### **Fiscal Impact:**

City receives 6% franchise fee from this agreement.

### **Recommendations:**

Approve Resolution No. R2016-017 which approves the rate increase and extends the agreement an additional 5 years.

### **Exhibits:**

Exhibit A – Letter: Garry L. Penning  
Exhibit B – 5 Year Review

August 3<sup>rd</sup>, 2016

Jeff Alvis  
City Administrator, City of Jacksonville  
PO Box 7  
Jacksonville, OR 97530

Dear Jeff:

Please accept this request from Rogue Disposal and Recycling to have the City Council of Jacksonville:

- Accept the 20<sup>th</sup> Anniversary Performance Audit (Maul, Foster & Alongi report)
- Accept the Rogue Disposal & Recycling Collection Periodic Rate Adjustment Report (Wilson Consulting report)
- Approve a 5 year extension of the Franchise Agreement (January 2022 to December 2026)
- Adopt the Revised Rate Schedule, to be effective January 1, 2017
- Approve a new rate for Commercial Commingled Recycling services

We appreciate the long-term partnership that our company has with the City, and look forward to providing services to the residents of Jacksonville for years to come.

Should you have any questions, please contact me at 541-210-1405.

Sincerely,

Garry L. Penning  
Director, Governmental Affairs and Marketing

City Council  
September 20, 2016  
Agenda Item 5c.  
Exhibit "A"



# 5 Year Review



City Council  
September 20, 2016  
Agenda Item 5c.  
Exhibit "B"

## City of Jacksonville

Presented September 20<sup>th</sup>, 2016

**ROGUE DISPOSAL & RECYCLING**

**WE DO THAT**



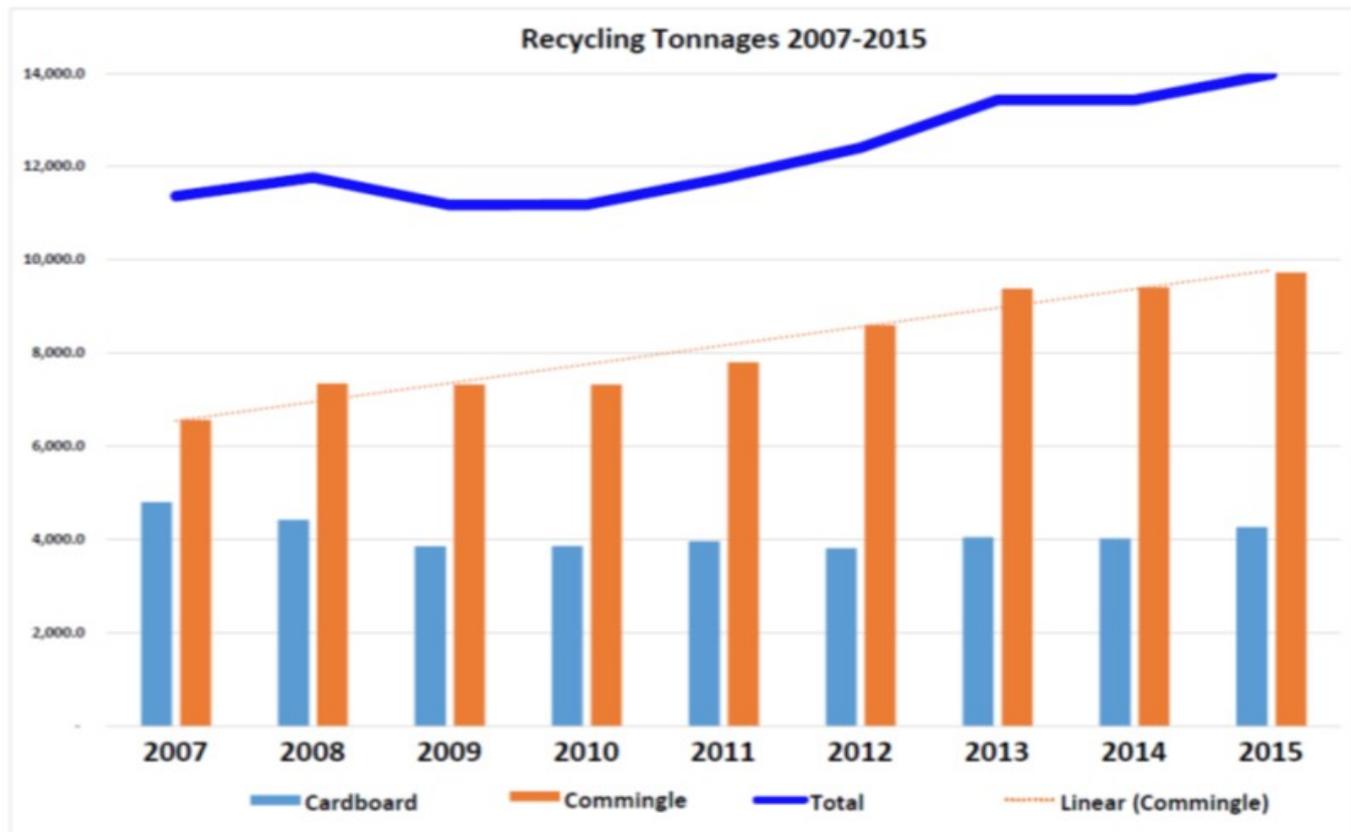
# 5 Year Review The Process

- Acceptance of Performance Audit (Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment Report (Wilson Consulting)
  - Opportunity to adjust rates based on findings of rate report
- Approval of 5 year franchise extension (January 2022 to December 2026)



# Recycling Challenges

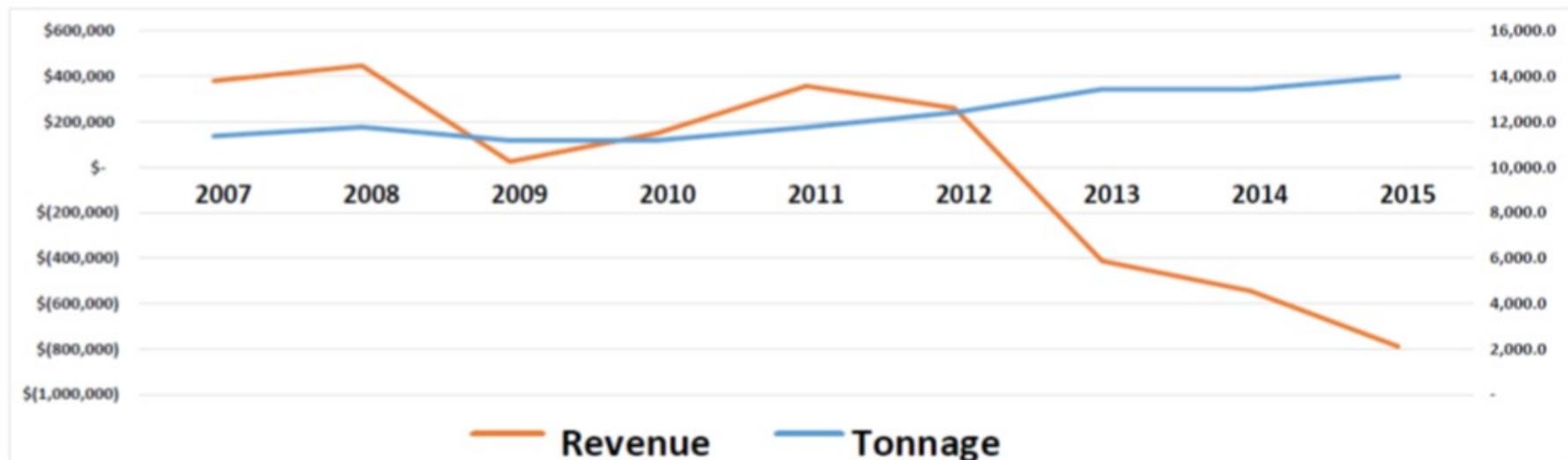
25% increase in recyclables collected over the previous 5 year review period





# Recycling Challenges

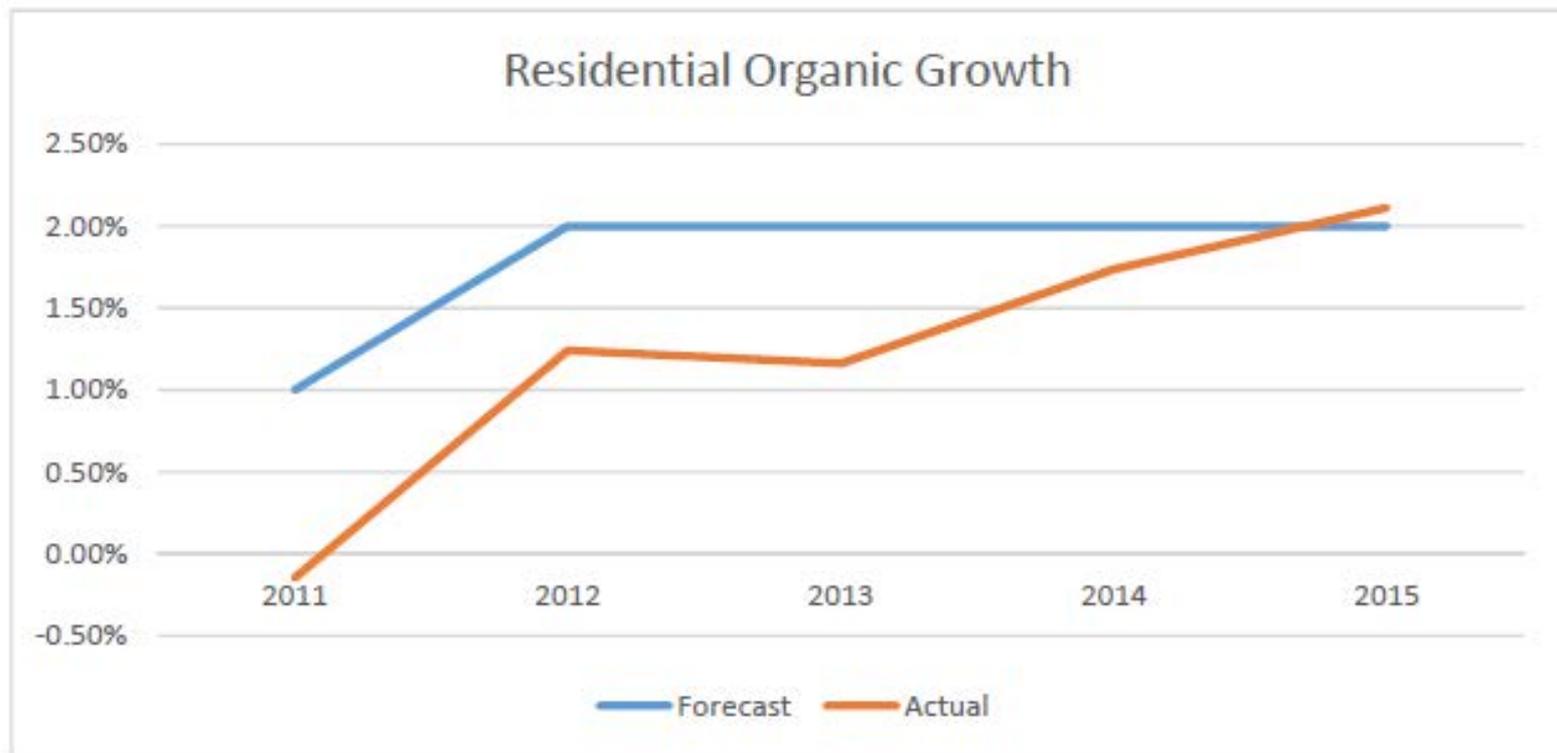
Supply vs. demand crisis - the new normal?





# Economic Growth Challenges

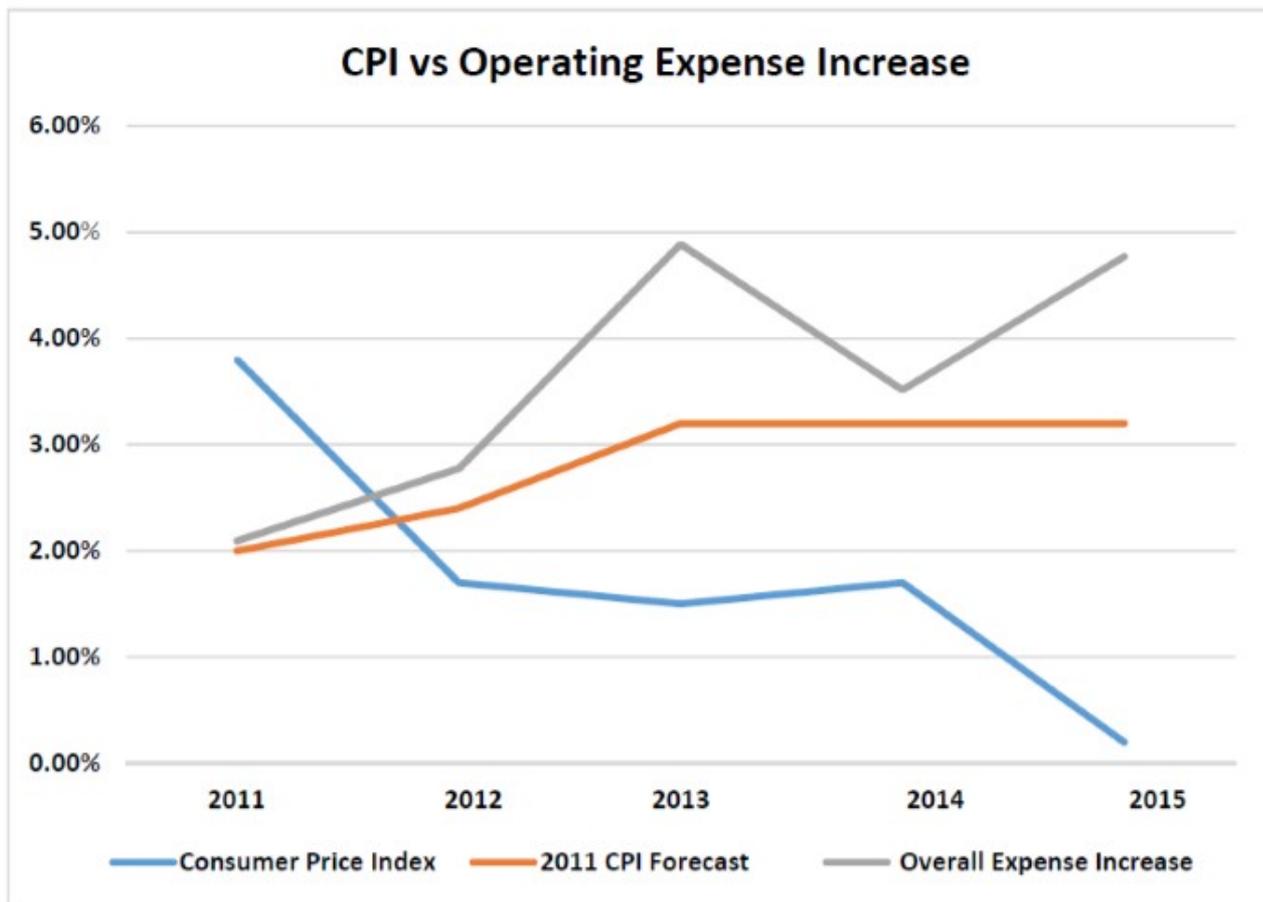
Projected growth vs. actual growth





# CPI Challenge

CPI has not tracked with cost drivers for our industry





# Past Decisions Have Helped

Rate anomalies addressed in 2015 - impacts

- Green Waste Rate
- Multiple Can Discount
- Mobile Home Park Rate

Total Impact +3.7%



# Key Assumptions for 2016 - 2020

In light of the challenges of the last five years, we have made the following assumptions, in order to better prepare for economic and regulatory impacts in the future:

- Rationale for CPI projections (2016-2020)
- Rationale for Organic Growth projections
- Assumptions about recycling markets
- The need to establish commercial recycling rates



# Commercial Recycling Rate

Establish a rate for commercial commingle recycling service.

- Cost would be \$9.60 per month for a commercial customer using a 65 commingle cart
- Cost would be \$49.96 per month for a commercial customer using a 2 yard commingle container, serviced once a week
- This will impact a total of 8 commercial recycling customers in Jacksonville



# Revisions to Schedule of Approved Rates

What does this mean for our customers?

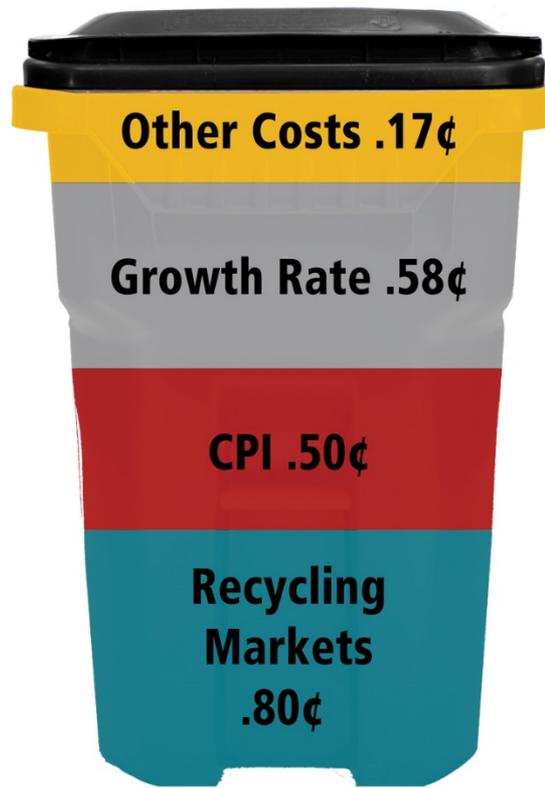
Examples:

- + \$2.05 per month for a residential customer using a 35 gallon trash cart (most commonly subscribed to service level)
- + \$17.94 per month for a commercial customer using a 2 yard trash container, serviced once per week
- + .78 cents per month for a residential customer using subscription green waste service



# Revisions to Schedule of Approved Rates

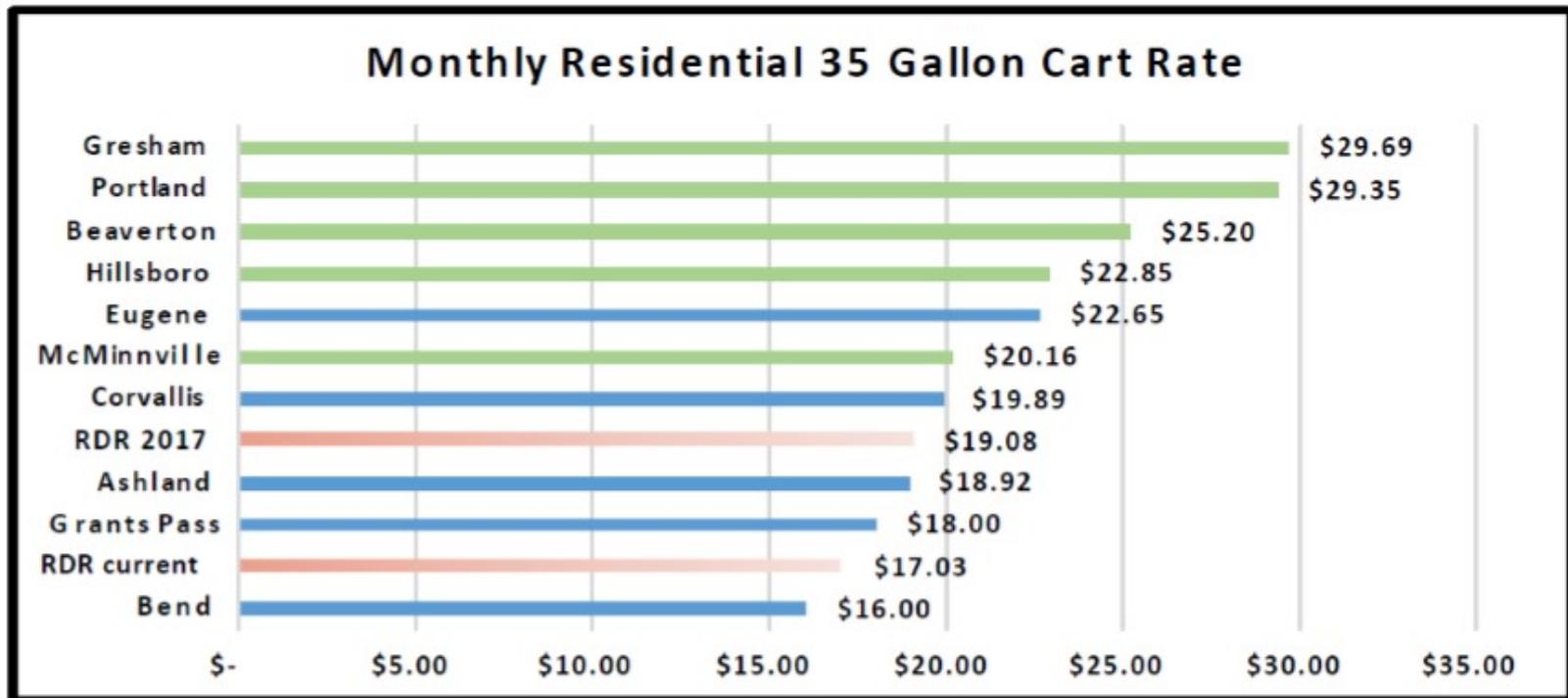
Impact on  
typical  
Residential  
Customer  
*\$2.05 per  
month*





# Statewide Rate Comparisons

Residential 35 gallon trash cart with recycling

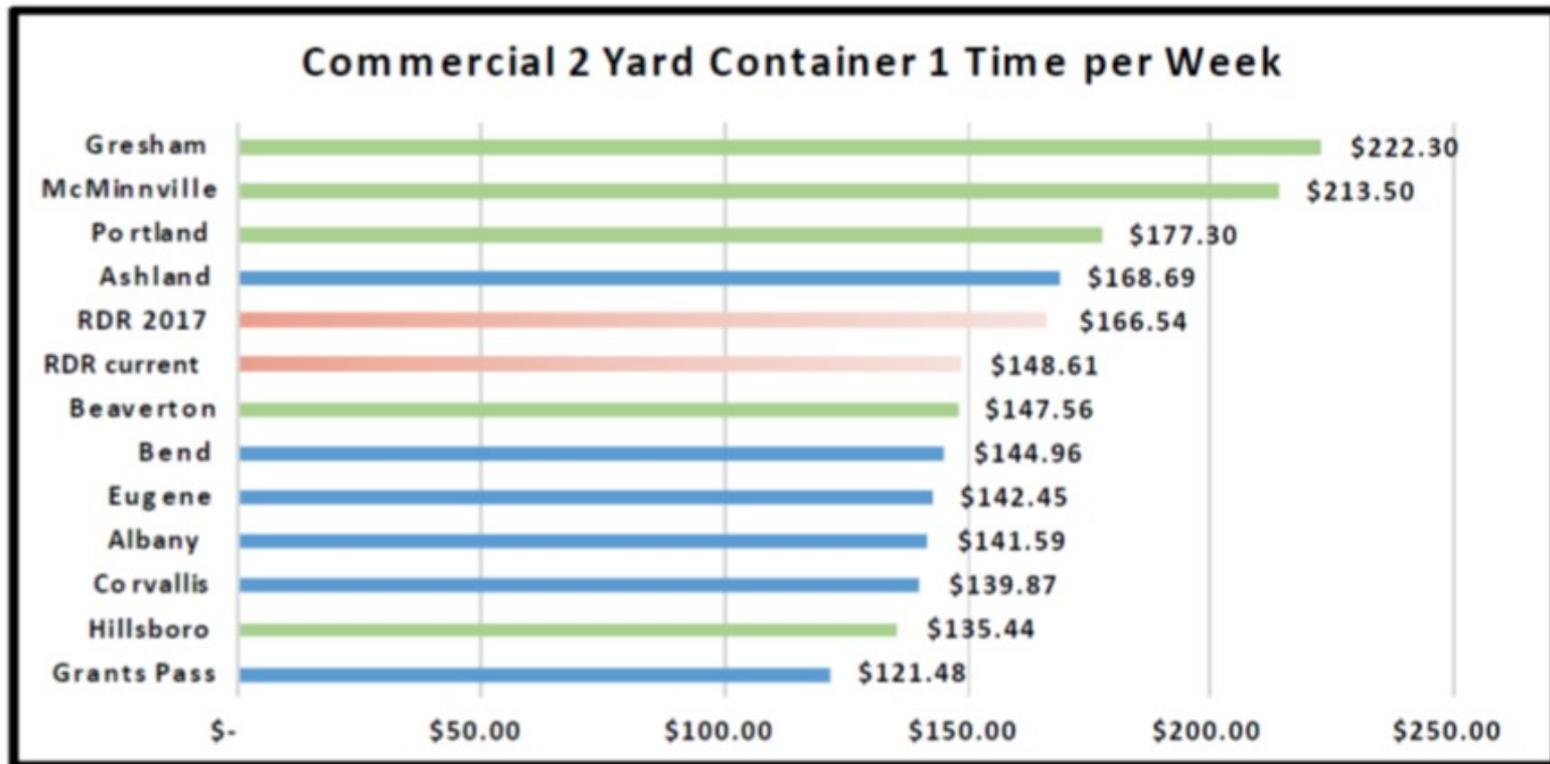


Currently in rate review process



# Statewide Rate Comparisons

## Commercial 2 yard



— Currently in rate review process



# Request for Council Action

- Approval of 5 year franchise extension
- Approval of new Rate Schedule to be effective January 1, 2017, including new rate for commercial recycling service



Thank you for the privilege  
of serving your community

Questions?



# Jacksonville City Council Agenda Item Summary



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## **Resolution No. R2016-017 - A Resolution Amending The Solid Waste Collection Franchise Agreement Between The City Of Jacksonville (Hereinafter "City") And Rogue Disposal And Recycling, Inc. (Hereinafter "Contractor"), Dated January 1, 1998, As Amended, By The Contractor And Lengthening The Term Of The Franchise**

---

Date: September 8, 2016  
From: Jeff Alvis, City Administrator

City Council Meeting: September 20, 2016  
Agenda Item: 5d.

---

### **Synopsis:**

As per Rogue Disposal franchise presentation, this Resolution approves the rate increase and extends the agreement an additional 5 years.

### **Fiscal Impact:**

City receives 6% franchise fee.

### **Recommendations:**

Approve Resolution No. R2016-017

### **Exhibits:**

Exhibit A – Resolution No. R2016-017 - A Resolution Amending The Solid Waste Collection Franchise Agreement Between The City Of Jacksonville (Hereinafter "City") And Rogue Disposal And Recycling, Inc. (Hereinafter "Contractor"), Dated January 1, 1998, As Amended, By The Contractor And Lengthening The Term Of The Franchise

**RESOLUTION NO. R2016-017**

**A RESOLUTION AMENDING THE SOLID WASTE COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE (HEREINAFTER "CITY") AND ROGUE DISPOSAL AND RECYCLING, INC. (HEREINAFTER "CONTRACTOR"), DATED JANUARY 1, 1998, AS AMENDED, BY APPROVING THE PERFORMANCE AUDITS PRESENTED BY THE CONTRACTOR AND LENGTHENING THE TERM OF THE FRANCHISE.**

**WHEREAS**, the purpose of the Agreement was to obtain the benefits of the franchise fee for the use of the City's right-of-way and to establish rights and procedures for use of the right-of-way and to approve the rates established by Rogue Disposal;

**WHEREAS**, the original Agreement has been amended by previous Addenda and Resolutions;

**WHEREAS**, Rogue Disposal has submitted to the City a performance audit pursuant to paragraph 7.4 of the Ordinance as of June 1, 2016, which performance audit should be approved;

**WHEREAS**, Rogue Disposal has requested an extension of the franchise as provided in paragraph 3.1b of the Franchise Agreement to December 31, 2026 which should be approved; and

**WHEREAS**, Rogue Disposal requested a rate increase effective January 1, 2017 which should be approved.

**NOW, THEREFORE, BE IT RESOLVED:**

1. By the City Council of the City of Jacksonville, Oregon, that the Solid Waste Collection Franchise Agreement between the City of Jacksonville and Rogue Disposal dated January 1, 1998, as amended, is hereby amended to provide as follows:
  - a. The performance audit submitted by Rogue Disposal, effective as of June 1, 2016, be is approved.
  - b. Pursuant to paragraph 3.1b, the parties agree to extend the term of the Solid Waste Collection Franchise Agreement to December 31, 2026.
  - c. The rate increase effective as of January 1, 2017 is hereby approved. The rates to be in effect are listed on Exhibit "C" which is attached hereto and by this reference incorporated herein.

2. Except as modified and amended herein, the Franchise Agreement dated January 1, 1998, and all previous Addenda and Resolutions amending the Franchise Agreement shall remain in full force and effect.

**PASSED AND APPROVED** by the City Council, City of Jacksonville, Oregon, on the 20<sup>th</sup> day of September, 2016, and signed by me in authentication thereof.

**CITY OF JACKSONVILLE, OREGON**

**BY:** \_\_\_\_\_  
**PAUL BECKER**  
**TITLE: MAYOR**

Certified by me this 20<sup>th</sup> day of September, 2016.

**ATTEST:**

**BY:** \_\_\_\_\_  
**KIMBERLYN COLLINS**  
**TITLE: CITY RECORDER**

**EXHIBIT C**  
**CITY OF JACKSONVILLE, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2017**

**Residential Collection**

Garbage/Curbside Recycling			
35 gallon cart @ curb (1 can service)	\$	19.08	Per month
65 gallon cart @ curb (2 can service)	\$	31.98	Per month
95 gallon cart @ curb (3 can service)	\$	44.88	Per month
Each Additional Can Serviced Weekly	\$	12.90	Per month
Extra 32 gallon Can or Bag On Route	\$	4.77	Each
Special Pick-up - Non-Garbage Customer	\$	16.18	Each
Recycling Cart - Non-Garbage Customer	\$	5.64	Per month
Green Waste Cart - Garbage Customer	\$	7.28	Per month
Green Waste Cart - Non-Garbage Customer	\$	9.34	Per month

**Commercial (Front-Load)**

**Monthly Front-Load Rates by Container size and Frequency of Pickup**

	1 1/2 YD	2 YD	3 YD	4 YD	6 YD	8 YD
<b>1 x Week</b>	\$ 127.77	\$ 166.54	\$ 197.29	\$ 255.44	\$ 367.03	\$ 478.51
<b>2 x Week</b>	\$ 206.96	\$ 268.36	\$ 371.88	\$ 473.69	\$ 662.94	\$ 850.41
<b>3 x Week</b>	\$ 299.10	\$ 381.57	\$ 531.93	\$ 670.97	\$ 1,012.10	\$ 1,353.29
<b>4 x Week</b>	\$ 391.24	\$ 480.18	\$ 680.68	\$ 908.65	\$ 1,330.59	\$ 1,754.26
<b>5 x Week</b>	\$ 467.26	\$ 578.75	\$ 852.06	\$ 1,126.89	\$ 1,652.38	\$ 2,177.81
<b>6 x Week</b>	\$ 530.30	\$ 693.63	\$ 1,012.10	\$ 1,343.57	\$ 1,972.47	\$ 2,601.46
<b>Extra p/u</b>	\$ 46.06	\$ 55.74	\$ 75.16	\$ 94.62	\$ 133.39	\$ 172.18

**Commercial Commingle Recycling (Front-Load)**

**Monthly Front-Load Rates by Container size and Frequency of Pickup**

	1 1/2 YD	2 YD	3 YD	4 YD	6 YD	8 YD
<b>1 x Week</b>	\$ 38.33	\$ 49.96	\$ 59.19	\$ 76.63	\$ 110.11	\$ 143.55
<b>Extra p/u</b>	\$ 13.82	\$ 16.72	\$ 22.55	\$ 28.39	\$ 40.02	\$ 51.65

**Commercial Commingle Recycling (Bins)**

65 gallon cart @ curb (2 can service)	\$	9.59
95 gallon cart @ curb (3 can service)	\$	13.46

**Industrial (Roll-off)**

**DROP BOX SERVICE RATES**

<b>SIZE</b>	<b>RATE PER LOAD</b>		<b>DAILY RENT</b>	
	<b>LOOSE</b>	<b>COMPACT</b>	<b>PERM</b>	<b>TEMP</b>
10 Yard Box (rate per haul)	\$ 260.44	\$ 436.47	\$ 2.78	\$ 5.54
20 Yard Box (rate per haul)	\$ 391.51	\$ 740.95	\$ 3.47	\$ 6.93
27 Yard Box (rate per haul)	\$ 483.45		\$ 4.15	\$ 8.32
30 Yard Box (rate per haul)	\$ 522.26		\$ 4.15	\$ 8.32
33 Yard Box (rate per haul)	\$ 559.39		\$ 4.15	\$ 8.32
40 Yard Box (rate per haul)	\$ 677.61		\$ 4.15	\$ 8.32
50 Yard Box (rate per haul)	\$ 847.36		\$ 4.15	\$ 8.32

**EXHIBIT C**  
**CITY OF JACKSONVILLE, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2017**

**Residential Collection Miscellaneous Charges**

\$ 26.74	Exchange Roll Cart
\$ 2.21	32 Gal Can Extra GW Pick-Up
\$ 1.52	Extra GW Cart Rent Per Month
\$ 2.90	On Call Extra GW Cart Pick-up
\$ 7.19	Recycle Bin Not Returned
\$ 2.90	For Each Addtl Resident Roll Cart
\$ 24.67	Off Route Charge
\$ 59.56	35 Gal Lost Cart Replacement
\$ 69.27	65 Gal Lost Cart Replacement
\$ 87.27	95 Gal Lost Cart Replacement
\$ 6.22	Cart/Can not at Curb (per Month)
\$ 6.50	Long Driveway with Cart (per Month)
\$ 110.82	Misc. Labor (Truck and Driver) per Hour
\$ 48.48	Misc. Labor (Helper) per Hour
\$ 46.96	Small Quantity Pgm - 5 Pre-Paid Bags
\$ 64.84	Small Quantity Pgm - 10 Pre-Paid Bags
\$ 72.02	1st Appliance
\$ 36.02	Ea. Additional Appliance
\$ 13.85	Tire - Passenger
\$ 27.70	Tire - Truck
\$ 27.70	Misc. Loose Waste - Per Yard
\$ 8.73	Christmas Tree - Per 3 Ft Section

**Commercial Collection Special Charges**

\$ 27.70	Per month temporary container rental
\$ 27.70	Per month temporary cardboard only; waived if minimum p/u every other week
\$ 36.02	Trip charge/pull fee
\$ 55.41	Cleaning
\$ 55.41	Deposit
\$ 55.41	Pickup & Delivery
\$ 16.63	Pull Out from 30-90 ft (multiply by p/u per week)
\$ 12.47	Key Acct
\$ 6.93	Per month auto lock container
\$ 22.17	Lock replacement
\$ 112.19	6 yd. or under FL compactor cleaning fee

	<u>Deliver</u>	<u>Pickup</u>
\$ 121.35	Bin for a day - 5 yard - 24 hours 1 Dump	
\$ 137.53	Bin for a week-end - 5 yard - 48 hours 1 Dump	Fri Mon am
\$ 153.70	Bin for 72 hours - 5 yard - 1 Dump	1st day 4th day
\$ 93.75	Yard debris bin for a day - 5 yard - 24 hours 1 Dump	
\$ 109.39	Yard debris bin for a week-end - 5 yard 1 Dump	Fri Mon am
\$ 125.04	Yard debris bin for 72 hours - 5 yard 1 Dump	1st day 4th day

**Industrial Special Charges**

\$ 37.00	Compactor - Per Yard Under 20 Yds
\$ 34.24	Compactor - Per Yard 20 Yds and Over
\$ 123.30	Compactor Cleaning
\$ 36.02	Trip Charge(move box @ location) / Turn Around Charge
\$ 116.37	Haul Fee - Asbestos Box (Requires special per yard disposal charge)
\$ 116.37	Wood Box Haul Fee
\$ 2.78	Per Mile, starting after border boundary
\$ 27.70	Car tire in drop box
\$ 41.55	Truck tire in drop box
\$ 72.02	Haul Fee to haul appliance from landfill to transfer station

# Jacksonville City Council Agenda Item Summary



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## Proclamation – Kiwanis Children’s Cancer Cure Month

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Date: September 8, 2016  
From: Paul Becker, Mayor

City Council Meeting: September 20, 2016  
Agenda Item: 5e.

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### **Synopsis:**

Request by Dave Wilson from the Kiwanis to designate September as Kiwanis Children’s Cancer Cure Month.

### **Fiscal Impact:**

N/A

### **Recommendations:**

N/A

### **Exhibits:**

Exhibit A – Proclamation – Kiwanis Children’s Cancer Cure Month

## ***City of Jacksonville Proclamation***

**Whereas**, Kiwanis International was founded on January 21, 1915; and

**Whereas**, since its inception, Kiwanis International has grown in over 90 countries worldwide; and

**Whereas**, the Men and Women of the Pacific Northwest District of Kiwanis International have exhibited a deep sense of pride in Community by serving the needs of family and children worldwide; and

**Whereas**, the Pacific Northwest District of Kiwanis International has, effective October 1, 2010, initiated the multi-year District wide Service Project, Kiwanis Children's Cancer Cure Program; and

**Whereas**, this Program is funding the Kiwanis Children's Cancer Fellowships, allowing physicians to seek cures for currently untreatable forms of cancer; and

**Whereas**, the Kiwanis Clubs of the Pacific Northwest are collaborating with Doernbecher Children's Hospital in Portland, the Seattle Children's Hospital and the Vancouver, B.C. Children's Hospital; and

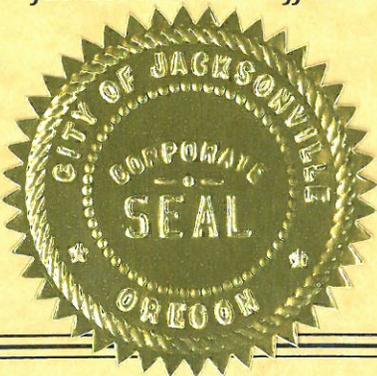
**Whereas**, the local Kiwanis Clubs are the epitome of their defining statement "Kiwanis is a Global Organization of Volunteers Dedicated to Changing the World One Child and One Community at a Time."

**Now** therefore, on behalf of the City Council, coinciding with Pacific Northwest District of Kiwanis International's Children's Cancer Cure Program hereby proclaim

### **September 2016 as "Kiwanis Children's Cancer Cure Month"**

**Throughout** the City of Jacksonville and encourage citizens to celebrate the many contributions made by the members of Kiwanis Clubs of the Pacific Northwest.

*In Witness Whereof, I have hereunto set my hand and cause the Seal of the City of Jacksonville to be affixed this 20<sup>th</sup> day of September, 2016.*



***Paul Becker, Mayor***

City Council  
September 20, 2016  
Agenda Item 5e.  
Exhibit "A"

# Council Discussion



8.25.16

The Honorable Paul Becker, Mayor  
City of Jacksonville, Oregon

Dear Mayor Becker,

It was a special treat for the National Trust for Historic Preservation and for me to have the privilege of touring the newly retrofitted and restored City Hall — just the kind of project we all strive for but seldom get the opportunity to participate in. You are to be congratulated for your vision and your leadership in this outstanding renovation and for establishing its reuse back to its original intent

of Housing, the City of Jackson -  
ville government offices

To show our appreciation for  
your hospitality, and your personal  
tour, I am enclosing a donation  
toward the Restoration and Pre-  
servation of the City Hall Building,  
which I hope will be of use in  
this project.

It was also a great pleasure to  
meet you and your charming  
wife, Sharon.

Sincerely yours,  
Eleanor S. Laurent