



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

**CITY COUNCIL
City Council Meeting**

**October 18, 2016
6:00 pm**

- 1) **CALL TO ORDER** (includes call to order, pledge of allegiance)
- 2) **a. MINUTES (October 4, 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: Planning Dept. Updates
 - c. Police Department**
Chief Towe: Police Dept. Vehicle Update
 - d. Fire Department**
Devin Hull: Fire Dept. Updates
 - 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. Bids for Main Street Parking Lot**
 - b. St Andrews Church Lease**
 - c. Jacksonville ITS Plan**
 - d. Fire Department Hiring List**
 - e. Resolution No. R2016-018**
A Resolution Adopting Regulations for Doc Griffin Park, Pheasant Meadow Park, Cottage Park, Nunan Park, Creekside Park, and Skate Park; Amending Resolution #844
 - f. Approval of No-Smoking Signs for City Parks**
- 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. 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>.

October 4, 2016 at Old City Hall, 205 W Main St, Jacksonville

- 1) **CALL TO ORDER (includes call to order, pledge of allegiance) 6:02 pm**
Present: Councilors Jesser, Gregg, Lewis, Bennington, Garcia, and Mayor Becker. Absent: Councilor Wall
Staff Present: Finance Director Bray
- 2) **a. MINUTES (minutes from September 20, 2016 meeting)**
Move to: Approve
Motion by: Councilor Bennington
Seconded by: Councilor Jesser
Vote:
Ayes: Unanimous
Motion Carries

b. BILLS LIST
Move to: Approve
Motion by: Councilor Jesser
Seconded by: Councilor Gregg
Roll Call Vote:
Ayes: 6
Nays: 0
Motion Carries
Council asked questions. Finance Director Bray answered.
- 3) **PUBLIC COMMENT (items **not** on the agenda) limited to 3 minutes per speaker.**
None
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. Admin Department** - Jeff Alvis / Stacey Bray / Kimberlyn Collins
Finance Director Bray: Reports on comparisons of power bill for the new City offices verses the old museum and the Miller House.
 - b. Planning Department** - Ian Foster
 - c. Police Department** – Chief Towe
 - d. Fire Department** - Chief Hull
 - e. Mayor**
Paul Becker: Reports that on October 14, 2016 at noon the Belles and Beaus will be hosting our Public Citizen’s Day at the New City Hall. Mayor Becker extends an invitation to all.
- 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 Recommendation for No Smoking in City Parks.**
Public Comment: None
Council Discussion: Council discussed their perspectives on this matter.

Move to: Move forward with Resolution banning smoking in our parks per the recommendation of the Parks Committee.

Motion by: Councilor Jesser

Seconded by: Councilor Garcia

Vote:

Ayes: 5

Nays: 1 – Councilor Bennington

Motion Carries

b. Transient Lodging Grant Applications

Public Comment: None

Council Discussion: Councilor Garcia questioned why the community center was not an approved applicant. Councilor Gregg and Finance Director answered. Jeanena White-Wilson represented the community center's position on the bicycle rack that was not approved for funding.

Move to: Approve the Transient Lodging Tax Funding per the Transient Lodging Committee.

Motion by: Councilor Jesser

Seconded by: Councilor Lewis

Roll Call Vote:

Ayes: 6

Nays: 0

Motion Carries

c. Bid for Construction of Elevator at New City Hall

Public Comment: None

Council Discussion: Finance Director Bray reported to council that Administrator Alvis and KAS & Associates recommend rejecting the bid and going back out to bid. Mayor Becker agreed to Councilor Jesser's request for the upstairs of the City Offices to go on the agenda in the near future.

Move to: Reject the elevator bid.

Motion by: Councilor Garcia

Seconded by: Councilor Jesser

Roll Call Vote:

Ayes: 6

Nays: 0

Motion Carries

6) COUNCIL AND COMMITTEE REPORTS AND DISCUSSION

- a. Councilor Lewis: Reported to Council on the LOC Conference.
- b. Councilor Gregg: No Report
- c. Councilor Garcia: Reported on the minutes from the September 21, 2016 Parks meeting.
- d. Councilor Jesser: No Report
- e. Councilor Bennington: Updated Council on Code amendment. Councilor Bennington and Finance Director spoke to the Public Hearing notification to the citizens.

7) ADJOURN 6:34 pm

Paul Becker, Mayor

Kimberlyn Collins, City Recorder

Date approved: _____

Transcribed by: Kimberlyn Collins

CITY OF JACKSONVILLE
Bills Against the City - City Council
OCTOBER 18, 2016

GENERAL FUND - ADMINISTRATION DEPARTMENT

Vendor Name	Description	Amount
Data Center West	monthly IT services	97.75
Jim Lewis	lodging mileage & meal reimb. LOC	673.79
Kenneth Gregg Computer Consulting	re-design of city business cards	155.40
Medford Builders Exchange A Inc.	plans for public records request	15.00
Southern Oregon Printing	new business cards	75.44
Staples Advantage	supplies for admin	10.08
Staples Advantage	supplies for admin	17.41
WCP Solutions	paper for offices	71.20
		1,116.07

GENERAL FUND - POLICE DEPARTMENT

Vendor Name	Description	Amount
A One Exterminators Inc.	PD quarterly service	110.00
Blackbird Shopping Center	supplies for PD	4.99
City of Medford	fuel for PD sept. 2016	631.41
Data Center West	monthly IT services	25.95
Lithia Chrysler Jeep Dodge	new PD vehicle	4,419.00
Lithia Chrysler Jeep Dodge	new PD vehicle	22,608.00
Lithia Chrysler Jeep Dodge	new PD vehicle	12,392.00
Lithia Chrysler Jeep Dodge	new PD vehicle	5,797.00
Lockwoods Automotive	vehicle maintenance PD	197.83
		46,186.18

GENERAL FUND - PLANNING DEPARTMENT

Vendor Name	Description	Amount
Data Center West	monthly IT services	54.06
David Forrest	computer monitor office - PT planner	1,080.00
David Forrest	set up new compter	1,110.40
David Forrest	trouble shoot and repair IT issues in planning	645.40
Kenneth Gregg Computer Consulting	re-design of city business cards	51.80
Mike's A Full Service Printer Inc.	inspection cards	50.50
Southern Oregon Printing	new business cards	37.68
Staples Advantage	supplies for planning noticing	73.05
WCP Solutions	paper for offices	35.60
		3,138.49

FIRE PROTECTION FUND

Vendor Name	Description	Amount
Alsco	Janitorial Supplies	47.33
BOLA Consultants	firefighter testing & exam	500.00
Cascade Fire Equipment	battery & supplies for FD	24.80
City of Medford	fuel for FD sept. 2016	288.32
Data Center West	monthly IT services	25.95
Hilton Fuel & Supply	top soil for parks	40.00
Industrial Source	oxygen for FD	72.90
Industrial Source	rental of fire training equip.	40.00
Southern Oregon Signs LLC	revise banner	30.00
Spearco	t-shirts - FD	309.72
		1,379.02

CEMETERY FUND

Vendor Name	Description	Amount
Auto Zone	supplies for cemetery	69.60
Bi-Mart	supplies for cemetery	39.96
Grover Electric and Plumbing Supply Co.	supplies for cemetery	29.62
Jacksonville Lumber Co.	supplies for cemetery	10.00
Southern Oregon Printing	new business cards	18.84
Zoll's Lawn & Garden Equipment	supplies for cemetery	114.60
		282.62

Vendor Name	Description	Amount
STREETS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	191.89
Bi-Mart	supplies for STR dept.	44.97
Bi-Mart	supplies for STR dept.	15.94
Coastal - White City	work boots for employee	69.99
Jacksonville Lumber Co.	supplies for STR dept.	13.50
KAS & Associates Inc.	engineer rebill	275.94
Southern Oregon Printing	new business cards	37.68
Webfoot Truck & Equipment Inc.	vehicle maint.STR dept.	1,779.61
		2,429.52
WATER FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	191.89
Bi-Mart	supplies for WTR dept.	21.97
Bi-Mart	supplies for WTR dept.	9.99
Blackbird Shopping Center	supplies for WTR dept.	9.98
Blue Mountain Rock	rock for WTR dept.	180.00
Bradley's Excavation Inc.	work on beverly way water break	3,209.00
Data Center West	monthly IT services	12.97
Ferguson Facilities Supply	supplies for WTR dept.	84.74
Ferguson Waterworks	supplies for WTR dept.	486.36
Ferguson Waterworks	supplies for water meters	4,185.00
Ferguson Waterworks	supplies for WTR dept.	147.66
Ferguson Waterworks	supplies for WTR dept.	387.92
Ferguson Waterworks	supplies for WTR dept.	701.38
Ferguson Waterworks	water meters	517.86
Finance and Accounting Branch	annual O & M water storage	4,216.80
H.D. Fowler	meter boxes	622.10
H.D. Fowler	gaskets for meters	19.00
Jacksonville Lumber Co.	supplies for WTR dept.	23.10
Kenneth Gregg Computer Consulting	re-design of city business cards	77.80
Neilson Research Corporation	routine water testing	84.00
Neilson Research Corporation	lead and copper testing	330.00
Overhead Door Company of Rogue Valley	vehicle maint. PW	122.00
Southern Oregon Printing	new business cards	75.36
Southern Oregon Printing	city service statements	675.00
Staples Advantage	supplies for WTR dept	80.52
Valley Web Printing	monthly billing statements	267.33
WCP Solutions	paper for offices	71.20
Webfoot Truck & Equipment Inc.	vehicle maint. WTR dept.	704.37
		17,515.30
PARKS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	383.78
Farrell's Glass Service	windshield for PW truck	266.40
Hilton Fuel & Supply	top soil for parks	90.00
Jacksonville Chamber of Commerce	reimb. visitors info center - sept. 2016	4,948.04
Playcraft Direct Inc.	swing seat for park	107.12
		5,795.34

Vendor Name	Description	Amount
SDC FUND		
Vendor Name	Description	Amount
Civil West Engineering Services Inc.	work on main street parking lot	1,095.82
Daily Journal of Commerce	posting for RFP for main st. parking lot	401.70
		1,497.52
CAPITAL PROJECT FUND		
Vendor Name	Description	Amount
KAS & Associates Inc.	work on elevator RFP	230.94
		230.94
	TOTAL:	79,571.00
APPROVED BY:	DATE:	

Jacksonville City Council Agenda Item Summary



Bid for Main Street Parking Lot

Date: October 13, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: October 18, 2016
Agenda Item: 5a.

Synopsis:

On October 11, 2016 3 bids were received for the Main Street Parking Lot. They are as follows:

<u>Bidder</u>	<u>Amount</u>
Roxy Ann Rock Inc.	\$ 198,619.00
Knife River	\$ 195,678.00
HGC Inc.	\$ 151,984.00

The Main Street Parking Lot Courthouse cost was estimated at \$117,000. Civil West Engineering Services, Inc. recommends to first negotiate with the low bidding contractor (HGC Inc.) in the hopes of reducing the above noted lump sum fee and staff agrees. If Civil West is unable to bring the bid down to a more reasonable cost to reflect the original estimate it will be recommended to reject the bid.

Fiscal Impact:

Estimated budget was \$117,000 for the main street parking lot.

Recommendations:

Allow Civil West Engineering, Inc. to work with HGC, Inc. to negotiate final lump sum fee.

Exhibits:

Exhibit A – Letter: Civil West Engineering, Inc. Bid Results.



October 12, 2016

Mr. Jeff Alvis
City of Jacksonville
206 N. 5th Street
Jacksonville, OR 97530

RE: City of Jacksonville – Bid Results for Parking Lot Expansion Project #1902-004

Mr. Alvis:

The Bid opening for the City of Jacksonville - Parking Lot Expansion Project #1902-004, was held and read aloud, after the close of the Bid deadline at 2:00 p.m. on Tuesday October 11, 2016. The Bid opening took place at the City of Jacksonville offices. All the Bids were received before the deadline of 2:00pm in sealed envelopes with the results as follows:

A total of three (3) Contractors (*Roxy Ann rock Inc., Knife River, and HGC Inc.*) participated in the Bid process and opening with the apparent lowest bid being presented by HGC Inc. at the time of the opening. All Bids received have been reviewed as a part of the evaluation process and are considered responsive. A brief summary of the total lump sum bids are as follows:

Roxy Ann Rock Inc. – Total Lump Sum Bid submitted \$198,619.00 (One hundred and ninety eight thousand, six hundred and nineteen dollars, and zero cents)

Knife River – Total Lump Sum Bid submitted \$195,678.00 (One hundred and ninety eight thousand, six hundred and nineteen dollars, and ninety cents)

HGC Inc. – Total Lump Sum Bid submitted \$151,984.00 (One hundred and fifty one thousand, nine hundred and eighty four dollars, and zero cents)

Based on the above bid results being substantially higher than anticipated and our post bid opening discussion. It is the recommendation of Civil West to first negotiate with the low bidding contractor (HGC Inc.) in the hopes of reducing the above noted lump sum fee. Followed by a review of the project proposed improvements for possible alterations or deletions. At this point should it be found that some of the project improvements can indeed be altered or deleted in benefit of a cost reduction. Civil West will again sit down with the low bidding contractor to reduce the contract scope and submit a final lump sum bid to The City of Jacksonville for approval.

Please feel free to contact me with any questions you may have concerning this project.

Respectfully,

Manny Ramos,
Rogue Valley Manager
Civil West Engineering Services, Inc.

cc: file,

Attachments: Jacksonville P-Lot Expansion Bid tabulation

City Council
October 18, 2016
Agenda Item 5a.
Exhibit "A"

Jacksonville City Council Agenda Item Summary



St. Andrew's Church Lease

Date: October 11, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: October 18, 2016
Agenda Item: 5b.

Synopsis:

On September 20, 2016, City Council requested additional language to be inserted into the St. Andrew's Church Lease. A motion was made to extend the lease for another 30 days until staff could prepare the a revision of the contract and bring back to council for approval. Please see attached.

Fiscal Impact:

N/A

Recommendations:

Approve revised Lease for St. Andrew's Church.

Exhibits:

Exhibit A –St. Andrews Church Lease

COMMERCIAL LEASE AGREEMENT

This LEASE made and entered into this 18th day of October, 2016, 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 will expire on October 18, 2016.

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 October 18, 2016 and shall expire on midnight, October 17, 2021.

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 the 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 Funds. From the Base Rental described in Section 3.1 herein, Landlord shall reserve One Hundred Fifty Dollars (\$150.00) of each such rental payment to be restricted and designated for church restoration. Upon the request of Tenant and the approval of Landlord, in Landlord's sole discretion, funds may be disbursed from said designated restoration funds to Tenant 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 restricted restoration funds exceed \$6,000.00, Landlord may apply the full amount of future Base Rental payments to its unrestricted general fund. If expenditures from the designated restoration funds decreases below \$6,000.00, then future Base Rental payments shall be subject to the reserve of \$150.00 until the designated restoration funds reaches \$6,000.00 again. At termination of this Agreement, any remaining designated restoration funds shall become unrestricted funds in Landlord's general fund.

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.

3.4 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

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 Restriction on Use. In connection with the use of 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) Not allow any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord

from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(d) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(e) 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 Obligations. The following repairs shall be the responsibility of Tenant from the restricted restoration funds:

(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 funds:

(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) Repair 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 funds 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 utility fees 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

8.2 below does not apply, the property shall be repaired pursuant to plans approved by Landlord from insurance proceeds and the restoration funds. 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 untenantable except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant, its employees, agents or invitees.

Section 9. Eminent Domain.

9.1 Partial Taking. If a portion of the leased premises is condemned and section 9.2 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 the 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 funds directly by Landlord, 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. Tenant, at its own expense, and keep continually in force comprehensive liability insurance in a form satisfactory to Landlord, naming City, its officers and board, council, agents, volunteers and employees as additional insured to protect against loss by reason of injury to persons or damage to property of third persons with personal injury limits of not less than \$1,000,000.00 for each person, \$1,000,000.00 for each occurrence, and \$1,000,000.00 for property damage, and provide to Landlord certificates of such coverage. These limits may be changed by sixty (60) days written notice from Landlord. The changes may correspond to changes in Landlord'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 in paragraph 10.2 Changes in such insurance coverage as required by the Landlord which result in increased expense to Tenant are contingent upon Tenant's ability to pay. If Tenant establishes it cannot reasonably meet new insurance requirements above the limits set forth

under this Lease, Landlord may in its sole discretion waive this requirement for increased policy limits.

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

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 thirty (30) 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 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; and assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that

Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten days shall constitute a default.

13.4 Abandonment. Failure of Tenant for seven days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14. Remedies on Default.

14.1 Termination and Damages. In the event of default by Tenant, Landlord shall be entitled to terminate this lease and 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.

14.2 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the leased term or earlier termination as provided in this Lease, 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 "A" 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 accoutrements, 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) Upon expiration, abandonment, termination, revocation, or cancellation of this Lease for any cause, Tenant shall immediately quit the premises. Tenant shall have thirty (30) days within which to remove its personal property as provided in subsections (a) and (b) herein. Any such tenant property not removed within said time shall be deemed abandoned and shall become at once the property of the Landlord. 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.

Section 16. Attorney's Fees. If any court action, or arbitration 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, including upon appeal.

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 perspective 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.

17.5 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 Landlord from seeking, in a court of competent jurisdiction, in Jackson County, Oregon, the following:

1. Injunctive relief.
2. Any interim or conservatory relief.

17.6. Entire Agreement. Tenant represents the entire agreement between the Landlord and the Tenant relating to the Tenant 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 Tenant and the Landlord in writing, and attached and incorporated by reference into this lease.

17.7. Severability. 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 have executed this agreement all as of the day and year first hereinabove written.

Landlord
City of Jacksonville, Oregon

By: _____

Jeffrey N. Alvis

City Administrator
Title

Address: PO Box 7 / 206 N. Fifth St.
Jacksonville, Or 97530

Tenant
St Andrew's Anglican Church

By: _____

Stanley W Lyon

Authorized Representative/Vestry Member
Title

Address: 815 Singler Ln.
Jacksonville, Or 97530

ITEMS WHICH SHALL REMAIN THE PROPERTY OF THE CITY OF JACKSONVILLE 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 plaques 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 street sidewall.
11. Phone outlet on street sidewall.
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---

EXHIBIT "A"

Page 1 of 1 Pages

Jacksonville City Council Agenda Item Summary



Jacksonville ITS Plan

Date: October 11, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: October 18, 2016
Agenda Item: 5c.

Synopsis:

In a recent meeting that included city staff, Councilors Garcia and Gregg presented a summary of the Jacksonville ITS Plan to David Forrest, the City's IT consultant. After a question and answer period, the request was made that an agenda item for approving the commencement of research into software platforms and web site designs best suited for the Jacksonville ITS Plan be put before the council.

Fiscal Impact:

N/A

Recommendations:

Staff recommends that research on the implementation of Jacksonville ITS Plan continue.

Exhibits:

Jacksonville City Council Agenda Item Summary



Fire Department Hiring List

Date: October 14, 2016
From: Stacey Bray, Finance Director

City Council Meeting: October 18, 2016
Agenda Item: 5d.

Synopsis:

A Firefighter Exam was conducted on September 29, 2016 for the fire department to determine a hiring list for the position of firefighter. The Exam process followed the State of Oregon Civil Service hiring requirements under ORS 242.

The firefighter position has been open since May with a seasonal firefighter working the shift until the exam and hiring list could be established.

Fiscal Impact:

As budgeted

Recommendations:

Approve the hiring list for the position of firefighter. This hiring list expires March 29, 2018.

Exhibits:

Jacksonville City Council Agenda Item Summary



RESOLUTION NO. R2016-018 - A Resolution Adopting Regulations for Doc Griffin Park, Pheasant Meadow Park, Cottage Park, Nunan Park, Creekside Park, and Skate Park; Amending Resolution #844

Date: October 11, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: October 18, 2016
Agenda Item: 5e.

Synopsis:

On October 4, 2016, a recommendation from the Parks Committee came before City Council. A motion was made to move forward with a resolution to ban any type of smoking in the City Parks.

Fiscal Impact:

Cost of additional signs for no smoking and to update the existing Park Rules already in place.

Recommendations:

Approve Resolution No. R2016-018.

Exhibits:

Exhibit A – Resolution No. R2016-018 - A Resolution Adopting Regulations for Doc Griffin Park, Pheasant Meadow Park, Cottage Park, Nunan Park, Creekside Park, and Skate Park; Amending Resolution #844.

RESOLUTION NO. R2016-018

A RESOLUTION ADOPTING REGULATIONS FOR DOC GRIFFIN PARK, PHEASANT MEADOW PARK, COTTAGE PARK, NUNAN PARK, CREEKSIDE PARK, AND SKATE PARK; AMENDING RESOLUTION #844.

WHEREAS, the Open Space Element of the Jacksonville Comprehensive Plan states that parks programming can be adopted by Resolution; and

WHEREAS, it has been determined that the existing Resolutions do not meet current needs.

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

The regulations for park activities, attached hereto as Exhibit "A" and incorporated herein, are hereby adopted to be used as the basis for signing Doc Griffin Park, Pheasant Meadow Park, Cottage Park, Nunan Park, and Creekside Park rules.

Signed by me in open session in authentication of its passage this 18th day of October, 2016.

Paul Becker, Mayor

ATTEST:

Kimberlyn Collins, City Recorder

EXHIBIT "A"

- Welcome —

Please enjoy the park and respect the rights of others

PARK USE REGULATIONS

DAY USE ONLY- 8:00 a.m. to DUSK

- DOGS must be on a maximum 6-foot leash, and in the control of a capable individual who must immediately remove any feces.
- SKATEBOARDS, ROLLERBLADES, BICYCLES, OR DOMESTIC FARM ANIMALS are not allowed on any park lawn, landscaping, benches, or structures.
- LITTERING is prohibited. All rubbish, etc., shall be placed in proper receptacles and park areas shall be left in the condition as they were prior to use.
- VEHICLES, SIGNS, ANY TYPE OF SMOKING, ALCOHOLIC BEVERAGES, SOLICITING, FIREWORKS, FIREARMS, AND EXPLOSIVES are prohibited in all public park areas.
- OVERNIGHT CAMPING is not allowed in any public park.
- AMPLIFICATION, TENTS, OR TEMPORARY STRUCTURES require special permission. Contact the city offices, 899-1231 , to arrange for requests to be considered.
- VENDING may only be permitted for non-profit organizations under special circumstances and requires special permission of the Jacksonville City Council. Contact the city offices, 899-1231 , to arrange for requests to be considered.

Jacksonville City Council Agenda Item Summary



Approval of No-Smoking Signs for City Parks

Date: October 11, 2016
From: Jeff Alvis, City Administrator

City Council Meeting: October 18, 2016
Agenda Item: 5f.

Synopsis:

On September 21, 2016, The Parks Committee unanimously ratified to send a recommendation to City Council to approve the placement of no-smoking signs in City parks. The Parks Committee also recommended using the rectangular sign with the lamppost and bench graphics but deleting text "The use of any instrument or device is prohibited in all City of Jacksonville Parks." Which is included.

Fiscal Impact:

Cost of no-smoking signs.

Recommendations:

Council to make determination on no-smoking signs.

Exhibits:

Exhibit A – No-Smoking sign graphics

This is a
SMOKE - FREE
Park

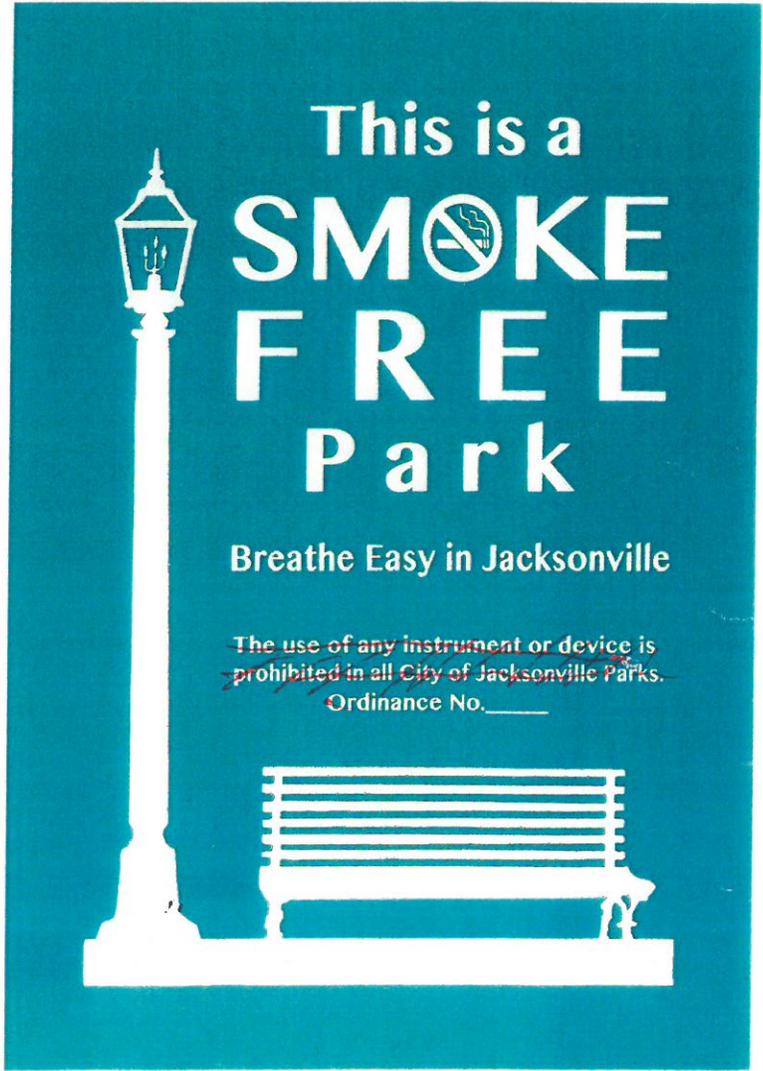
Breathe Easy in Jacksonville

The use of any instrument or device is prohibited in all City of Jacksonville Parks.
Ordinance No. _____

A



B



C

City Council
October 18, 2016
Agenda Item 5f.
Exhibit "A"