



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

**CITY COUNCIL
City Council Meeting**

**October 20, 2015
6:00 pm**

- 1) **CALL TO ORDER** (includes call to order, pledge of allegiance)
- 2)
 - a. **MINUTES (October 6, 2015)**
 - b. **BILLS LIST**
- 3) **PUBLIC COMMENT (items **not** on the agenda) limited to 3 minutes per speaker.**
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. **Admin Department** - Jeff Alvis / Stacey McNichols / Kimberlyn Collins
Jeff – Storage Agreement Water Rights
 - b. **Planning Department** - Ian Foster
 - c. **Police Department** - Chief Towe
 - d. **Fire Department** - Chief Hull
 - e. **Mayor:**
Mayor Becker – Sunday Afternoon Courthouse Lawn Concert
Council Protocol
- 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. **IGA Between General Fund and Urban Renewal**
 - b. **Memorandum of Understanding for Peter Britt Gardens**
 - c. **Approve MOU for South Oregon Waterline**
 - d. **Discussion and Set Public Hearing for Forest Park Master Plan**
- 6) **COUNCIL COMMITTEE REPORTS**
- 7) **ADJOURN**

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

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

October 6, 2015, 2015 at Old City Hall, 205 W Main St, Jacksonville

- 1) **CALL TO ORDER (includes call to order, pledge of allegiance) 6:00 pm**
Present: Councilors Gregg, Wall, Lewis, Garcia, Jesser, Bennington and Mayor Becker.
Staff Present: Jeff Alvis, Stacey McNichols, Kimberlyn Collins, Ian Foster and Dick Converse (Contract Planner).
- 2) a. **MINUTES (minutes from September 15, 2015 meeting)**
Move to: Approval
Motion by: Councilor Lewis
Seconded by: Councilor Jesser
Vote:
Ayes: Unanimous
Motion Carries
Minor corrections were made to the minutes

b. **BILLS LIST**
Move to: Approve the Bills
Motion by: Councilor Garcia
Seconded by: Councilor Lewis
Roll Call Vote:
Ayes: 7
Nays: 0
Motion Carries
Council asked questions. Jeff answered.
- 3) **PUBLIC COMMENT (items not on the agenda) limited to 3 minutes per speaker.**
Tony Hess – 600 Jackson Creek Dr., Central Point, Or. 97502 – Commented on the visitors that come to Jacksonville for the Forest Park.

Clara Wendt – 570 G Street, Jacksonville, Or. – Stated that she has received many phone calls over the last few weeks and since she had been unable to attend the Council meetings she was unable to explain what some things were.
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. **Admin Department** - Jeff Alvis / Stacey McNichols / Kimberlyn Kerneen
Jeff Alvis:
Planning Report: Lois Benedetti will be on a personal service contract for 8 to 12 hours a week for a couple of months. The purpose is to help train our new Planning Department hire, Diane Oliver.

Dam Report: This winter we will have all the permits and the RFP's out. In 2016 we will be removing the dam.

Council Wall inquired about the meetings for the Model Charter. Jeff and Mayor answered.

Mayor Becker:

Public Records Request: Each month all Public Records request from the previous month will be presented to Council. Council asked questions. Mayor, Stacey, Kim and Jeff answered.

- b. **Planning Department** - Ian Foster
- c. **Police Department** - Chief Towe
- d. **Fire Department** - Chief Hull

5) **ACTION / DISCUSSION ITEMS**

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

a. Fill the Boot Proclamation

Public Comment: None

Council Discussion: Mayor Becker read the proclamation.

b. Victorian Christmas Donation Request from Chamber of Commerce/JOBA

Public Comment: Clara Wendt – 570 G Street, Jacksonville, Or. – She wanted to know how much the City donated last year and where the funds would come from. Jeff and Stacey answered.

Council Discussion: Jo Parker – 470 Mary Ann, Jacksonville, Or. 97530 – Presented the cost for Victorian Christmas and the need for a donation. Council asked questions. Jo Parker answered. Council discussed where the funds would come from. The Mayor offered to have the funds come from the Mayor’s budget for 2015.

Move to: We support this request in the amount of \$1,000

Motion by: Councilor Lewis

Seconded by: Councilor Jesser

Motion was withdrawn

c. Approve Sponsorship for SOREDI

Public Comment: Clara Wendt – 570 G Street, Jacksonville, Or. –She inquired what the cost would be for the City. Jeff and the Mayor answered.

Council Discussion: Tim Balfour – 335 East F Street, Jacksonville, Or. – Tim introduced the SOREDI event to Council and proposed the sponsorship cost to be shared between The Chamber of Commerce and The City. Council asked questions. Tim Balfour answered.

Move to: We support this request in the amount of \$375.00

Motion by: Councilor Lewis

Seconded by: Councilor Jesser

Roll Call Vote:

Ayes: 7

Nays: 0

Motion Carries

d. Public Hearing: Comprehensive Plan and Zone Map Amendment

Public Hearing was opened at 6:40 pm

Mayor reads order of procedure for Public Hearing

Council Discussion: Dick Converse (RVCOG) explained the need for the Comprehensive Plan and Zone Map Amendment. Councilor Gregg complimented Dick on the thoroughness of the report.

Public Comment: Clara Wendt – 570 G Street, Jacksonville, Or. – She supports the expansion of the cemetery.

Move to: Close the Public Hearing
Motion by: Councilor Jesser
Seconded by: Councilor Bennington
Vote:
Ayes: 7
Nays: 0
Motion Carries

Public Hearing closes at 6:55 pm

Move to: Support the Planning Commission recommendation for approval of the Comprehensive Plan Amendment and Zone Change from Hillside Residential (HR-1) to Special Protection.
Motion by: Councilor Garcia
Seconded by: Councilor Bennington
Roll Call Vote:
Ayes: 7
Nays: 0
Motion Carries

e. Ordinance O2015-007 Comprehensive Plan and Zoning Map Amendment

Public Comment: None

Council Discussion: Mayor read the Ordinance.

Move to: Approve ORD O2015-007 and to approve first and second reading by title only

Motion by: Councilor Jesser

Seconded by: Councilor Lewis

Roll Call Vote:

Ayes: 7

Nays: 0

Motion Carries

Move to: Approval of second reading of ORD O2015-007 and adoption thereof.

Motion by: Councilor Lewis

Seconded by: Councilor Bennington

Roll Call Vote:

Ayes: 7

Nays: 0

Motion Carries

Recess at 6:55 pm

f. Award Bid for Electrical on Courthouse

Public Comment:

Council Discussion: Jeff explained the bids received for the electrical on the courthouse. We are about \$200,000 under budget on this project. There were no bids received for mechanical and plumbing. We are doing informal bids on both mechanical and plumbing.

Move to: Approve the recommendation to utilize Pacific Electric Contractor bid for \$154,000

Motion by: Councilor Jesser

Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: 7
Nays: 0
Motion Carries

g. Sunday Afternoon Courthouse Lawn Concert

Public Comment: None

Council Discussion: Mayor Becker explained the reasoning for the event packet being presented at a late date.

Move to: Approve the amplified music for the Sunday lawn concert on October 11, 2015. Council asked questions. Mayor Becker, Kim and Stacey answered.

Motion by: Councilor Wall

Seconded by: Councilor Garcia

Roll Call Vote:
Ayes: 7
Nays: 0
Motion Carries

h. Transient Lodging Grant Applications

Public Comment: Bill Stanton 265 – Laurelwood Dr., Jacksonville, Or. 97530 – Bill asked if the procedures had changed in regards to reading who the applicants were. Stacey read the names of the applicants and the amounts requested.

Council Discussion: Stacey explained there was a meeting with the Transient Lodging Committee on September 15, 2015. They reviewed three applications and recommendation from committee are in the packet.

Move to: Approve the transient room tax grant recommendation

Motion by: Councilor Jesser

Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: 6
Nays: 1 Councilor Bennington
Motion Carries

i. Resolution R2015-011 Dedicating the Courthouse Complex as the Center for City Facilities

Public Comment: None

Council Discussion: Mayor Becker read the resolution. Council made comments and asked questions. Jeff and Mayor Becker answered.

Move to: Approve Resolution R2015-011

Motion by: Councilor Jesser

Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: 5
Nays: 2 Councilor Wall and Bennington
Motion Carries

6) MAYOR AND COUNCIL COMMITTEE REPORTS

- a. Councilor Walls:** Spoke on the Transient Lodging meeting.
- b. Councilor Garcia:** Reports on recycling program for future agenda, the IT survey, iPad updates, September 17, 2015 Parks meeting, the Forest Park Master Plan, volunteers, memorial for Marjorie Edens and the crosswalk at the lower Britt entrance.

- c. **Councilor Bennington:** Spoke on reducing the Planning Commission.
- d. **Councilor Gregg:** No Report
- e. **Councilor Jesser:** Reports on the CAC for code changes, the positive growth in Jacksonville and he addressed the excessive amount of Public Records Request from Councilor Wall.
- f. **Councilor Lewis:** Reports on the LOC conference last month.
- g. **Councilor Garcia:** Commented on the manner in which Councilor Jesser addressed Councilor Wall.

7) **ADJOURN 7:30 pm**

Paul Becker, Mayor

City Recorder or designee

Date approved: _____

**CITY OF JACKSONVILLE
Bills Against the City - City Council
OCTOBER 20, 2015**

GENERAL FUND - ADMINISTRATION DEPARTMENT		
Vendor Name	Description	Amount
B.C. Engraving & Awards Inc.	name plates for admin	45.00
Don's Lock LLC	keys for beekman bank	7.00
Glacier Heating and Air	replaced failed heat exchanger @ beekman bank	571.50
Government Ethics Commission	annual dues UR - Oregon Government Ethics Commission	63.38
Government Ethics Commission	annual dues Oregon Government Ethics Commission	396.10
Grounded Electrical Contracting, LLC	installed 2 gfci outlets @ PW bldg	115.00
Grounded Electrical Contracting, LLC	rewired light fixture in closet @ beekman house	120.00
Huycke O'Connor Jarvis LLP	attorney services - Sept 2015 - planning	1,125.00
KDP Certified Public Accountants LLP	progress billing on audit	700.00
League of Oregon Cities	LOC Annual Conf - S. McNichols	395.00
League of Oregon Cities	LOC Annual Conf - J. Lewis	455.00
Southern Oregon Printing	business cards - admin	98.00
Staples Advantage	office supplies for admin	3.99
		4,094.97
GENERAL FUND - POLICE DEPARTMENT		
Vendor Name	Description	Amount
Central Point Cleaners	uniform cleaning - PD	44.55
		44.55
GENERAL FUND - PLANNING DEPARTMENT		
Vendor Name	Description	Amount
B.C. Engraving & Awards Inc.	name plates for PC/HARC	40.00
ECONorthwest	continued work on buildable lands inventory	5,562.50
Staples Advantage	office supplies for planning	33.18
		5,635.68
FIRE PROTECTION FUND		
Vendor Name	Description	Amount
Bi-Mart	supplies for fire dept	42.13
C & C Tires	tires for unit 8201	1,944.00
Jeremy Valdez	reimb. for BLS CPR Certification	90.00
KDP Certified Public Accountants LLP	progress billing on audit	560.00
Mercy Flights Inc.	medical supplies for FD	431.23
		3,067.36
CEMETERY FUND		
Vendor Name	Description	Amount
Baxter Office Products LLC	cemetary deed forms	27.00
Bi-Mart	paint & supplies for cemetery	128.87
Pape' Material Handling Exchange	supplies for cemetery	173.76
		329.63
STREETS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	181.45
Beaver Tree Service	tree removal & stump grinding - 970 Beverly Way	625.00
Bi-Mart	paint for street dept	9.77
Bi-Mart	gloves & supplies for street dept	46.95
Bi-Mart	usb cable, glass wipes garbage bags & supplies for street	180.75
Hardcastles	dump trailer for street dept	5,872.00
Jackson County Roads	street striping services	1,142.68
Jacksonville Lumber Co.	supplies for street dept	15.50
KDP Certified Public Accountants LLP	progress billing on audit	560.00
Pape' Material Handling Exchange	supplies for street dept	24.68
Pape' Material Handling Exchange	repairs & service on street dept vehicle	4,501.93
Pape' Material Handling Exchange	supplies for street equip	18.86
Rodda Paint	paint for street striping	93.32
Rogue Valley Council of Governments	bear creek regional project LID signs	33.10

Vendor Name	Description	Amount
		13,305.99
WATER FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	181.46
Baxter Office Products LLC	ink toner cartridge for PW printer	100.99
Bradley's Excavation Inc.	utilities for museum - water / electric / gas	3,342.00
Ferguson Waterworks	meter reading equipment	1,282.23
Ferguson Waterworks	supplies for water dept	117.01
Grover Electric and Plumbing Supply Co.	supplies for water dept	19.06
H.D. Fowler	materials & supplies for water / utility lines @ courthouse	916.39
H.D. Fowler	materials & supplies for water / utility lines @ courthouse	7,448.15
KAS & Associates Inc.	contract documents for water dept	45.00
KDP Certified Public Accountants LLP	progress billing on audit	560.00
League of Oregon Cities	LOC Annual Conf - J. Alvis	395.00
Neilson Research Corporation	routine water testing	28.00
Neilson Research Corporation	routine water testing	28.00
Neilson Research Corporation	routine water testing	28.00
Southern Oregon Printing	billing statements	221.00
		14,712.29
PARKS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	362.91
Dogpoopbags.com LLC	dog clean up bags	308.00
Grover Electric and Plumbing Supply Co.	electrical tape & adapter for parks dept	6.82
Jacksonville Lumber Co.	supplies for parks dept	41.05
KDP Certified Public Accountants LLP	progress billing on audit	420.00
Salvador Salazar	lawn maintenance city parks & bldgs	1,030.00
Salvador Salazar	lawn maintenance city parks & bldgs	565.00
TRUGREEN	fertilizer for city lawns - parks & bldgs	1,057.00
		3,790.78
SDC FUND		
Vendor Name	Description	Amount
Civil West Engineering Services Inc.	work on downtown parking lot improvements	2,881.50
		2,881.50
SDC FUND		
Vendor Name	Description	Amount
Bradley's Excavation Inc.	utilities for museum - water / electric / gas	3,342.00
Grounded Electrical Contracting, LLC	permit & underground conduit installation @ courthouse	330.00
J.A. Applen	archeological work on courthouse project	4,100.00
Pacific Fire Protection	billing for sprinklers to accommodate elevator in the future	2,700.00
		10,472.00
	TOTAL:	58,334.75
APPROVED BY:	DATE:	

Staff/Department Reports



BEFORE THE WATER RESOURCES DEPARTMENT
OF THE STATE OF OREGON

RECEIVED

OCT 05 2015

CITY OF JACKSONVILLE

In the Matter of Water Rights Application)
S-88088, Jackson County)

SUPERSEDING FINAL ORDER
APPROVING THE USE OF
STORED WATER

Authority

ORS 537.147 establishes the process by which an application to use stored water exclusively may be submitted. OAR Chapter 690, Divisions 310 and 340 implement the statute, and provide the Department's procedures and criteria for evaluating applications to use stored water exclusively.

Findings of Fact

1. On May 21, 2015, CITY OF JACKSONVILLE submitted an application for a water-use permit pursuant to ORS 537.147.
2. The Department provided public notice of the application in the Department's weekly public notice on June 16, 2015. A 30-day comment period followed.
3. The Department has evaluated the application and any comments received, and finds that no public interest in ORS 537.170(8) would be affected adversely by the proposed use.
4. On August 26, 2015, the Department issued a Final Order approving Application S-88088 and a draft permit. Subsequently the Department discovered the draft permit erroneously described the time in which completion of construction and application of the water shall be made and the place of use. The permit should be conditioned so that the completion of construction and application of water shall be made within 20 years of the date of permit issuance, as indicated in the attached draft permit. The place of use is corrected to be identified as the City of Jacksonville service area, as indicated in the attached draft permit.

Conclusions of Law

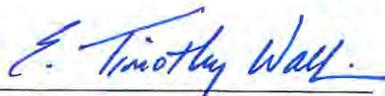
1. Application S-88088 is consistent with the requirements of ORS 537.147 and OAR Chapter 690.

Now Therefore, it is Ordered:

This Final Order and draft permit supersede the August 26, 2015 Final Order and draft permit for application S-88088, which are of no further force or effect.

Application S-88088 is approved pursuant to ORS 537.147 and the draft permit is issued as limited by the conditions contained therein.

Dated at Salem, Oregon on SEPTEMBER 30, 2015.



for Thomas M. Byler, Director

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080, you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

This order was produced by Kim French. If you have any questions about any of the statements contained in this document, I can be reached at 503-986-0816 or Kim.R.French@wrd.state.or.us.

If you have other questions about the Department or any of its programs please contact our Customer Service Group at 503-986-0801. Address all other correspondence to: Water Rights Section, Oregon Water Resources Department, 725 Summer St NE, Suite A, Salem OR 97301-1266, Fax: 503-986-0901.

WATER STORAGE AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF JACKSONVILLE, OREGON

FOR
ORIGINALLY AUTHORIZED WATER STORAGE SPACE IN
LOST CREEK LAKE PROJECT, OREGON

THIS AGREEMENT, entered into this 28 day of SEP, 2015, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and the City of Jacksonville (hereinafter called the "User");

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1962 (Public Law 87-874 Congress), authorized the construction, operation, and maintenance of the Lost Creek Lake Project on the Rogue River, Oregon, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage included in the Project for municipal and industrial water supply, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement including those required by Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962d-5d) (as amended).

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Construction. The Government, subject to the directions of Federal law and any limitations imposed thereby, has designed and constructed the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 0.0649 percent (estimated to contain 200 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see Exhibit B-I) between elevations 1,872 feet and 1,751 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 308,250 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for municipal and industrial water supply.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefore, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply. The total available remaining storage space in the Project will then be divided among the various Project features in the same ratio as was initially utilized. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided

in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities, which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Project First Cost.

(1). The User shall repay to the Government in a lump sum payment the amounts stated below which, as shown in Exhibit B-III attached to and made a part of this agreement, constitute the entire actual amount of the Project first cost (which includes the construction cost of \$121,200, interest during construction of \$21,254, and interest accrued following the end of the 10-year interest free period date of 25 June 1992 in the amount of \$153,161) allocated to the water storage right acquired by the User under this agreement. This total Project first cost assigned to the User is \$295,615. The interest rate to be used for purposes of computing interest during construction and accrued interest will be the coupon rate as determined by the Secretary of the Treasury on the basis set forth in the Water Supply Act of 1958, Title III of PL 85-500. For the Project, construction of which was initiated in FY 1967 (July) this interest rate is 3.225 percent.

(2). The Project first cost (\$295,615) shall be due and payable within 30 days after the User is notified by the District Engineer that this agreement is executed.

(3). In addition to the Project first cost from construction, the User is required to pay upfront the first year of joint-use cost of operation and maintenance in the amount of \$3,881.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay 0.14 percent of the cost of joint-use RR&R of Project features. Payment of these costs shall be made incrementally during construction or in lump sum (including interest during construction at the rate determined in accordance with Section 932 of the Water Resources Development Act of 1986, P.L. 99-662) upon completion of construction.

c. Annual Operation and Maintenance (O&M) Expense. The User will be required to pay 0.12 percent of the annual joint-use O&M expense of the Project. Payments for O&M expense are due and payable in advance on the date for payment of Project first cost as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount

of each annual payment will be the actual experienced O&M expense (allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article, subject to redetermination of costs as provided for in Article 6, in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. If the User shall fail to make any of the aforesaid payments when due, then the overdue payments shall bear interest compounded annually until paid. The interest rate to be used for overdue payments due under the provisions of Articles 5a, 5b, 5c and 5d above shall be the Current Value of Funds Rate, as determined by the Secretary of the Treasury. The amount charged on payments overdue for a period of less than one year shall be figured on a monthly basis. A month's interest will be charged for any portion of each month that the payment is delinquent. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Adjustment to Project First Cost. The Project first cost shown in this agreement and in the exhibits is based on actual final construction costs. Any further investment costs accruing to the User's water storage right shall be repaid under repair, rehabilitation and replacement (RR&R) costs if capitalized, or under operation and maintenance (O&M) expense if not capitalized.

ARTICLE 7 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 8 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

- a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.
- b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.
- c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental

RECEIVED

OCT 13 2015

CITY OF JACKSONVILLE

agreement providing for:

- (1). Continued operation by the User of such part of the facility as is necessary for utilization of the water supply storage space allocated to it;
- (2). Terms which will protect the public interest; and,
- (3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 9 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 10 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 11 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 12 - Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 13 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning

environmental pollution. Particular attention should be given to:

- a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;
- b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

ARTICLE 14 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit C) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit D and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 15 - Definitions.

a. Originally authorized water storage. Municipal and industrial water supply storage which was included as a project purpose when the project was authorized.

b. Project first cost. The initial cost of the Project, including land acquisition, construction, and interest during construction on the value of land, labor, and materials used for planning and construction of the Project plus the accrued interest on these costs following the end of the 10-year interest free period.

c. Interest Payments.

(1). Interest during construction. An amount of interest, which accrues on expenditures for the establishment of Project services during the period between the actual outlay and the time the Project is first made available for water storage.

(2). Accrued interest. An amount of interest compounded following the end of the 10-year interest free period until payments begin to be made. If payments are made in "lump sum" following completion of construction, "accrued interest" will not be applicable.

(3). Interest on the unpaid balance. When the Project is amortized, this is the interest on the unpaid balance. When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

d. Specific costs. The costs of Project features normally serving only one particular Project purpose.

e. Joint-use costs. The costs of features used for any two or more Project purposes.

f. Plant-in-service date. This date is the date that the Project is physically available to initiate deliberate impoundment for water supply purposes.

g. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the daily Project O&M costs as well as those O&M costs, which are not capitalized.

h. Repair, rehabilitation and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with initial Project first cost. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term "reconstruction" used in Article 8 "Permanent Rights to Storage" shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.

i. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.

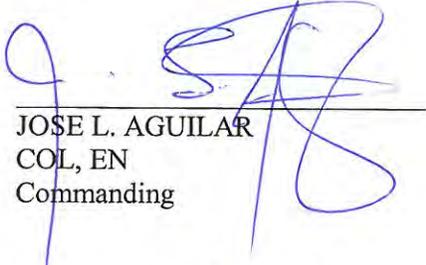
j. Life of the Project. This is the physical life of the Project.

k. District Engineer. Refers to the District Engineer of the Portland District of the United States Army Corps of Engineers, or his/her successor or designee.

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

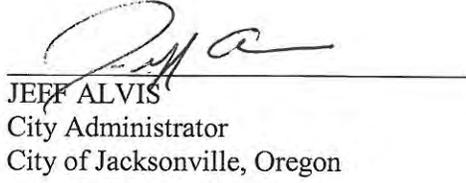
THE DEPARTMENT OF THE ARMY

CITY OF JACKSONVILLE



JOSE L. AGUILAR
COL, EN
Commanding

DATE: 20150928



JEFF ALVIS
City Administrator
City of Jacksonville, Oregon

DATE: 8-27-2015

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EXHIBIT A: CERTIFICATION

I Alan Harper, Attorney for the City of Jacksonville, have reviewed the foregoing agreement executed by Jeff Alvers, and as principal legal officer of/for the City of Jacksonville, certify that I have considered the legal effect of Section 221 of the 1970 Flood Control Act (Public Law 91-611) and find, to the best of my knowledge, that the City of Jacksonville is legally and financially capable of entering into the contractual obligations contained in the foregoing agreement and that, upon acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this 2nd day of July 2015.



Mr. Alan Harper
130 "A" Street, Suite 6F
Ashland, Or 97520

Attorney for the City of Jacksonville

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EXHIBIT B: COST COMPUTATIONS

I - LAKE STORAGE

Feature	Elevation (ft, msl)	Usable Storage (ac-ft) ¹	Percent of	
			Usable Conservation Storage ²	Water Supply Storage ³
Seasonal Flood Control	1872-1812	180,000		
Seasonal Conservation	1812-1752	128,250		
Total Usable Storage	1872-1751	308,250	100.000	
Fishery Release		125,000	40.552	
Irrigation		35,000	11.354	
Water Supply		10,000	3.244	100.000
City of Phoenix, 1982		400	0.130	4.000
City of Phoenix, 1991		600	0.195	6.000
City of Jacksonville, 1996		400	0.130	4.000
City of Shady Cove, 1998		3	0.00097	0.030
City of Ashland, 2002		1,001	0.3247	10.010
City of Talent, 2002		1,292	0.4191	12.920
City of Shady Cove, 2002; Transferred to Angler's Cove/Shady Cove Heights Water Company, 2008		12	0.0039	0.120
Shady Cove Waterworks, LLC, 2006		100	0.0324	1.000
Rogue Aggregates, 2008		5	0.0016	0.050
Angler's Cove/Shady Cove Heights Water Company, 2008		5	0.0016	0.050
Crowfoot Road Water Improvement District, 2008		5	0.0016	0.050
Shady Cove Water District, 2009		3	0.0010	0.030
Finley Bend Water Company, 2011		30	0.0097	0.300
Freel and Associates, LLC, 2012		1	0.0003	0.010
City of Jacksonville, 2015		200	0.0649	2.000
Joint Use ⁴		138,250	44.850	
Inactive	1751-1640	122,250		
Dead	below 1640	21,000		
Sedimentation (100 year)		13,500		
TOTAL PROJECT STORAGE		465,000		

1- Storage remaining after 100 years of sedimentation from the date the project is operational. It is estimated that 135 acre feet of sedimentation will occur annually, half (67.5 acre feet) in the inactive space.

2- This percent is used to compute the Users storage space (see Article 1b(1)).

3- This percent is used to compute the Users cost (see Exhibit B-III and B-IV).

4- Joint use storage to be used primarily for fish enhancement, in reservoir recreation, municipal and irrigation purposes until required for carry over storage draft in a low runoff water year to meet authorized project purposes."

EXHIBIT B: (Continued)

II - ALLOCATION OF ACTUAL CONSTRUCTION COST

Feature	Total Cost (\$)	Specific Cost (\$)	Joint-Use Cost(\$)	Percent of Project Joint-Use Construction Cost
Flood Control	\$44,407,000	\$26,000	\$44,381,000	52.673
Recreation	\$11,420,000	\$10,142,000	\$1,278,000	1.517
Water Supply	\$6,060,000		\$6,060,000	7.192
Irrigation	\$7,007,000		\$7,007,000	8.316
Power	\$37,925,000	\$19,255,000	\$18,670,000	22.158
Fish & Wildlife	\$10,824,000	\$3,962,000	\$6,862,000	8.144
Total	\$117,643,000	\$33,385,000	\$39,877,000	100.000

III – PROJECT FIRST COST TO BE REPAID BY USER FOR WATER SUPPLY STORAGE

Computation	Cost
Initial Construction Cost of 200 acre-feet of water supply storage (2% x \$6,060,000).	\$121,200
Cost of specific facilities	\$0
Interest during construction ¹	\$21,254
Investment Cost Subtotal	\$142,454
Interest accrued from the end of the 10-year interest free period, 25 Jun 1992 to date of agreement approval, estimated at 01 Mar 2015.	\$153,161
Present value of estimated joint-use costs of operation and maintenance (\$3679.89) increasing at a growth rate of 1.8% annually for a 30-year period discounted at an interest rate of 3.125%.	\$0
Total Project First Cost	\$295,615

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EXHIBIT B: (Continued)

IV- TOTAL ANNUAL COST TO USER FOR WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Non-applicable for this agreement due to lump sum payment.		\$0
Operation and Maintenance [1]	Estimated based on five year average.	$2\% \times 5.97\%[2] \times \$3,250,531$	\$3,881
Subtotal Annual Cost			\$3,881
Major Replacement [3]	Estimated based on five year average.	$2\% \times 7.19\%[4] \times \0	\$0
Total Annual Cost			\$3,881

Notes:

- [1] Payment due and payable on the date specified in Article 5(a)(2) after the end of the 30-year period.
- [2] Percent of Project joint-use operation and maintenance cost allocated to M&I water supply. This can be found in table 16 of the Cost Allocation Report.
- [3] Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b). It is suggested that the amount shown be placed in a reserve or sinking fund for future contingency.
- [4] Percent of Project joint-use repair, rehabilitation and replacement cost allocated to water supply. This can be found in table 16 of the Cost Allocation Report.

EXHIBIT C: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date: 7-6-2015

CITY OF JACKSONVILLE

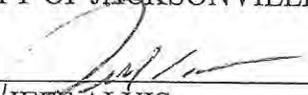
By 
JEFF ALVIS
City Administrator
City of Jacksonville
110 E. Main Street, P.O. Box 7
Jacksonville, OR 97530

EXHIBIT D: CERTIFICATION REGARDING LOBBYING

LOST CREEK LAKE PROJECT, OREGON

CITY OF JACKSONVILLE

1. The undersigned certifies, to the best of their knowledge and belief, that:

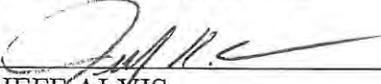
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the City of Jacksonville, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF JACKSONVILLE

BY 

JEFF ALVIS

City Administrator

City of Jacksonville

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

Jacksonville, OR 97530

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CITY OF JACKSONVILLE

Jacksonville City Council Agenda Item Summary



IGA Between General Fund and Urban Renewal

Date: October 13, 2015
From: Jeff Alvis, City Administrator

City Council Meeting: October 20, 2015
Agenda Item: 5a.

Synopsis:

Agreement to extend Intergovernmental Agreement between the City of Jacksonville and it's Urban Renewal Agency to provide for services to be furnished by the City to the Agency.

Fiscal Impact:

Based on the Urban Renewal agreement.

Recommendations:

Approval of Urban Renewal Intergovernmental Agreement.

Exhibits:

Exhibit A – Urban Renewal Intergovernmental Agreement

**AGREEMENT TO EXTEND INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND
IT'S URBAN RENEWAL AGENCY TO PROVIDE FOR
SERVICES TO BE FURNISHED BY THE CITY TO THE AGENCY**

This Agreement dated October 20, 2015 to extend the *Intergovernmental Agreement Between the City of Jacksonville and Its Urban Renewal Agency to Provide for Services to be Furnished by the City to the Agency including exhibits A and B* dated August 6, 2002, is entered into by and between the City of Jacksonville (City) and the Jacksonville Urban Renewal Agency (Agency).

WHEREAS, total debt to date in the amount of \$244,507 will be carried forward as part of this extension; and

WHEREAS, the Agency does not yet have sufficient tax increment revenues or other funding available to reimburse the City for all the costs of the staff time and other goods and services provided by the City pursuant to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that the City and the Agency shall be bound by the terms of the existing Agreement for an additional three years beginning November 4, 2015. The extension of time, agreed to by both parties, shall not operate to materially modify, revoke or terminate any rights previously granted in the original Agreement.

Signed this 20th day of October, 2015

CITY OF JACKSONVILLE

URBAN RENEWAL AGENCY
of the City of Jacksonville

By: _____
Paul Becker, Mayor

By: _____
David Jesser, President

Attest: _____
City Recorder or Designee

Attest: _____
City Recorder or Designee

Date signed _____

Date signed _____

**City Council
October 20, 2015
Exhibit "A"
Agenda Item 5a.**

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND
ITS URBAN RENEWAL AGENCY
TO PROVIDE FOR SERVICES TO BE FURNISHED BY THE CITY TO THE AGENCY

This agreement dated 8/6/02, is an intergovernmental agreement under ORS Chapter 190 between the City of Jacksonville (City) and the Jacksonville Urban Renewal Agency (Agency).

RECITALS

1. The Agency was authorized by the City on June 4, 2002 and is now engaged in the preparation of an urban renewal plan.
2. The Agency has a need for contract services, staff support, and office supplies in order to perform its planning tasks.
3. Until an urban renewal plan is prepared and approved, the Agency will have no revenues to fund its activities.
4. The City wishes to provide the Agency with the services and supplies needed to prepare a proposed urban renewal plan, to rehabilitate St. Andrews Church, and to design/construct any priority infrastructure that is part of the Highway 238 project with the understanding that the Agency will reimburse the City when tax increment revenues or other funding are available.

AGREEMENT

1. The Agency shall prepare a proposed urban renewal plan (the "Plan"). The Agency shall consult with the City Council before determining the area to be covered by the Plan. The proposed plan shall be completed and presented to the City Council not later than October 15, 2002.
2. The City has retained the firm of KAS & Associates to assist the Agency in the preparation of the designs for the Highway 238 project. Some initial construction and historic preservation work may occur prior to the receipt of Urban Renewal revenues. The City Administrator, at his discretion, will assign City staff to assist the Agency. The City will keep records of staff time spent and bill the agency for direct costs of salaries and fringe benefits. The City will also provide the Agency with necessary office supplies, advertising and miscellaneous materials and services at a cost not to exceed \$5,000, unless additional funds are approved by the City Council.
3. When an urban renewal area is established, then immediately upon availability of funds the Agency shall reimburse the City for all the costs of the staff time and other goods and services provided by the City pursuant to this agreement, including all such assistance furnished prior to the date hereof. In any event reimbursement shall be made to the City within 3 years after approval of the urban renewal plan by the City Council. No interest shall accrue on this debt.

CITY OF JACKSONVILLE
 By: [Signature]
 Mayor
 ATTEST: [Signature]
 City Recorder

URBAN RENEWAL AGENCY
 of the City of Jacksonville
 By: [Signature]
 Chairman of the Board
 ATTEST: [Signature]
 Recording Secretary

Exhibit B

235.00
10.00
11.00

11:23

02 67031

City of Jacksonville, Oregon

Ordinance No. 527

AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND ADOPTING THE JACKSONVILLE PRESERVATION AND ENHANCEMENT PLAN, AN URBAN RENEWAL PLAN

COPY

WHEREAS, the Jacksonville Urban Renewal Agency ("Agency"), as the duly authorized and acting urban renewal agency of the City of Jacksonville, Oregon, is proposing to undertake certain conservation, rehabilitation, and redevelopment activities in a designated area within the City of Jacksonville pursuant to ORS Chapter 457; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has prepared an urban renewal plan which is attached to this Ordinance as Production A, and incorporated herein by this reference ("Plan"). The Plan authorizes the conservation, rehabilitation, and redevelopment activities described therein; and

WHEREAS, the Agency has caused the preparation of a report accompanying the Plan as required by ORS 457.085(3) ("Report"), which Report dated November, 2002 is attached to this Ordinance as Production B and incorporated herein by this reference; and

WHEREAS, the Plan and the Report were forwarded to the City of Jacksonville Planning Commission for recommendation and the Planning Commission considered the Plan and Report on October 9th, 2002, and recommended that the Council adopt the Plan; and

WHEREAS, the Plan and the Report were forwarded on October 3rd, 2002 to the governing body of each taxing district affected by the Plan, and the Agency has thereafter consulted and conferred with said districts; and

WHEREAS, on October 22, 2002 the Agency met with the Board of Commissioners of Jackson County to review the proposed maximum indebtedness for the Plan; and

WHEREAS, the City Council/Agency has received three written recommendations from the governing bodies of the affected taxing districts supporting approval of the Plan and has taken official notice of their responses and accepted them into the record with the one note that the Jackson County Board Order states that the Plan is limited to a maximum of 25 years and this is not technically correct; and

WHEREAS, on September 30, 2002, the City caused notice of the hearing to be held before the City Council on the Plan for the Jacksonville Urban Renewal Plan area, including the required statements of ORS 457.120(3), to be mailed to postal patrons within the City of Jacksonville; and

02 67031

NOW THEREFORE, THE COUNCIL OF THE CITY OF JACKSONVILLE HEREBY ORDAINS THAT:

Section 1: The Jacksonville Urban Renewal Plan is hereby approved and adopted, based upon review and consideration by the City Council of the Report, the recommendations of the Planning Commission, each of which is hereby accepted, and the public testimony in the record.

Section 2: The City Recorder shall forward forthwith to the Agency a copy of this Ordinance.

Section 3: The Agency shall thereafter cause a copy of the Plan to be recorded in the Records of Jackson County, Oregon.

Section 4: The City Recorder, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Plan, including the provisions of ORS 457.135, in the Medford Mail Tribune no later than four days following adoption of this Ordinance.

Duly passed by the City Council this 19th day of November, 2002.

[Signature]
James W. Lewis, Mayor

ATTEST:

[Signature]
Kathy Hall, Recorder

State of Oregon
County of Jackson
On November 20, 2002, James W. Lewis personally appeared before me, who is personally known to me, to be the signer of the above document, and he/she acknowledged that he/she signed it.



[Signature]
Notary Public

State of Oregon
County of Jackson
On November 20, 2002, Kathy Hall personally appeared before me, who is personally known to me, to be the signer of the above document, and he/she acknowledged that he/she signed it.



[Signature]
Notary Public

Attachments: Production A - Plan
Production B - Report

Jacksonville City Council Agenda Item Summary



Memorandum of Understanding for Peter Britt Gardens

Date: October 13, 2015
From: Jeff Alvis, City Administrator

City Council Meeting: October 20, 2015
Agenda Item: 5b.

Synopsis:

You will see in the packet a MOU for the Peter Britt Garden for future maintenance.

Fiscal Impact:

The Parks Maintenance fund will be used toward our portion of it.

Recommendations:

Approval of MOU.

Exhibits:

Exhibit A – Memorandum of Understanding for Peter Britt Gardens

Exhibit B – Letter: Jacksonville Boosters Club and Foundation Contributions

**MEMORANDUM OF UNDERSTANDING
FOR PETER BRITT GARDENS
JACKSONVILLE, OREGON**

This Memorandum of Understanding (MOU), dated as of _____, 201_, is by and among the City of Jacksonville, an Oregon chartered city (City), the Jacksonville Boosters Club, Inc., an Oregon non-profit corporation (Club), and the Jacksonville Boosters Foundation, Inc., an Oregon non-profit corporation (Foundation), with Club and Foundation collectively called "Boosters".

RECITALS

- A. City is the owner of the property commonly known as Peter Britt Gardens (PBG) in Jacksonville, Oregon.
- B. Boosters, with City's permission and assistance, has improved and renovated and continues to renovate and maintain PBG with volunteer labor and financial assistance, including installation of paver pathways, landscape plantings, related irrigation, bark mulch, signage, stone walls, gravel pathways and lighting.
- C. City and Boosters enter into this MOU to assure the orderly installation and maintenance of improvements to PBG and the sharing of responsibilities and costs thereof.

AGREEMENTS

In consideration of the mutual promises herein, City and Boosters agree as follows:

- 1. **Attachment A.** The Activities and Responsibilities shown in Attachment A hereto are hereby approved and incorporated by this reference. The responsible party shown for each item in Attachment A shall bear all costs associated with the activity, unless agreed otherwise by City and Boosters.
- 2. **Amendment.** Attachment A may be amended only in writing, from time to time, by the mutual agreement of City and Boosters to best provide for the continued improvement and/or maintenance of PBG.
- 3. **Extra Activities.** Any Activities not specified in Attachment A, but undertaken by City and/or Boosters shall not be deemed an amendment to this MOU, unless otherwise mutually agreed.
- 4. **Volunteer Work.** Any Activities by Boosters hereunder shall be deemed entirely voluntary and not part of any contract of employment or other agreement for remuneration of Boosters by City.
- 5. **Employment of Others.** At their option and own expense, City and/or Boosters may employ others, including, but not limited to landscapers, laborers and outside contractors to accomplish the Activities shown in Attachment A in a manner consistent with City codes and policies.

**MEMORANDUM OF UNDERSTANDING
FOR PETER BRITT GARDENS
JACKSONVILLE, OREGON**

- 6. Hardscape.** The installation of any new or replacement hardscape features, including, but not limited to, pathways, affixed benches, signage, kiosks, stone walls and other fixtures shall be subject to prior City approval under its code; provided however that such approval shall not, without Boosters' prior written agreement, require Boosters to provide volunteer and/or financial support for such installation.
- 7. Termination.** Unless sooner terminated, this MOU shall terminate five (5) calendar years from its date above. Either City or Boosters may sooner terminate this MOU upon ninety (90) days' written notice to the other, provided that such termination shall not affect the completion of any Activity in progress at the time of such termination.
- 8. Notices.** Unless otherwise specified in writing, notices hereunder shall be given by first class mail as follows:

To City: Director of Public Works, City of Jacksonville, P.O. Box 7, Jacksonville, OR 97530, 110 East Main St., Jacksonville, OR

To Club: President, Jacksonville Boosters Club, Inc., P.O. Box 81, Jacksonville, OR.

To Foundation: President, Jacksonville Boosters Foundation, Inc., P.O. Box 1061, Jacksonville, OR 97530

Executed as of the date above as follows:

CITY:

By _____, its _____

CLUB:

By _____, its _____

FOUNDATION:

By _____, its _____

**MEMORANDUM OF UNDERSTANDING
FOR PETER BRITT GARDENS
JACKSONVILLE, OREGON**

ATTACHMENT A

Key: C = City and B = Boosters

<u>Activity</u>	<u>Responsibility</u>
Landscape Planting and Replacement	B
Drip irrigation installation	B
Irrigation system & Maintenance, including water bill	C
Weeding, spraying & general clean up	B
Plant fertilizing & mulching	B
Lawn cutting & fertilizing	C
Weed whacking	C
Tree felling & removal	C
Tree & shrub pruning & thinning	B
Pruning & debris stacking for pickup	B
Pruning, debris & refuse pickup	C
Wood fence maintenance & painting	B

**MEMORANDUM OF UNDERSTANDING
FOR PETER BRITT GARDENS
JACKSONVILLE, OREGON**

ATTACHMENT A (continued)

Paths & steps blow/clean up	B
Light system maintenance	C
Steel railing maintenance	C
Drinking fountain maintenance	C
DG path maintenance	B
Restrooms exterior maintenance	B
Restrooms interior maintenance & plumbing	C
Hardscape construction/ installation	C & B
Stacked stone wall maintenance	B
Signage acquisition, installation & maintenance	B
Garbage pickup & removal	C

RECEIVED
OCT 08 2015
CITY OF JACKSONVILLE

October 5, 2015

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

Re: Jacksonville Boosters Club and Foundation Contributions

Dear Jeff:

The Jacksonville Boosters Club and Foundation are pleased to continue our volunteer and financial support both for the City and for non-profit projects in Jacksonville. Boosters volunteers have contributed over 1,000 hours of labor 2015 year to date, mainly on City related projects.

During 2015, the Boosters have completed or contributed to the following projects:

1. We provided volunteer labor to restore and paint the exterior of the restroom building in Jacksonville's Historic Cemetery. This included re-landscaping the area immediately surrounding the restrooms as well as installing a new bench. All costs (\$1,015) were paid by the Boosters Foundation.
2. The Boosters Foundation contributed \$4,000 to assist with construction costs for the new concrete stairway just inside of Britt Music and Arts Festival's main entry.
3. Our volunteers continue to put up flags in downtown Jacksonville on all holidays.
4. Boosters volunteers continue to refinish and repair approximately 25 benches located throughout downtown Jacksonville.
5. The Boosters Foundation contributed \$1,585 towards construction of the Jacksonville Woodlands Association's new storage shed. Boosters volunteers provided labor to finish the interior and paint the exterior of the building.
6. The Boosters Foundation continued its annual tradition by donating \$1,000 in May 2015 to assist with costs associated with the Jacksonville Elementary School's spring musical production.
7. Boosters volunteers participate in all cleanup work parties in Jacksonville's Historic Cemetery.
8. We provided labor cleaning and installing gravel under the Beekman house fence.
9. Last, but certainly not least, the Boosters Foundation has contributed \$5,261 during 2015 for ongoing renovation costs in Peter Britt Gardens. Boosters volunteers continue to have quarterly cleanup and planting work parties in Peter Britt Gardens.

**City Council
October 20, 2015
Exhibit "B"
Agenda Item 5b.**

Upcoming events scheduled for the fourth quarter 2015 include the installation of approximately 250-300 historical trees, plants, shrubs and bulbs in Peter Britt Gardens. Approximately \$5,200 of the \$7,500 in estimated costs for plants, installation and irrigation will be paid by the Jacksonville Garden Club. The Boosters Foundation will fund the remaining costs.

A \$200,000 plus restricted bequest received by the Boosters Foundation from the estate of Marjorie Edens should enable the Boosters Foundation to finance most renovation and maintenance costs in Peter Britt Gardens for the foreseeable future. During 2016, the Boosters Foundation will retain a landscape maintenance contractor to weed, prune shrubs, remove debris and blow all walkways in Peter Britt Gardens.

In December 2015, the Boosters will continue our annual tradition of contributing funds to support Jacksonville's Victorian Christmas. In addition, this year the Boosters Club will take over the cider booth for one weekend in December. Each year, Boosters volunteers also assist in hanging the Chinese lanterns for the Chinese New Year celebration.

The Boosters are proud to be able to work with the City and local non-profits in the above and future projects that help to preserve Jacksonville's history and enhance its livability.

Sincerely,



Rob Buerk
President
Jacksonville Boosters Foundation, Inc.



Mike McClain
President
Jacksonville Boosters Club

Jacksonville City Council Agenda Item Summary



Approve MOU for South Oregon Waterline

Date: October 13, 2015
From: Jeff Alvis, City Administrator

City Council Meeting: October 20, 2015
Agenda Item: 5c.

Synopsis:

The South Oregon Street waterline has been in need of replacement for several years. With waiting for Timber Ridge subdivision the City is now able to share costs on this replacement, which will result in savings over \$100,000.

Fiscal Impact:

The Cities share of \$168,000 and engineering fees will be allocated through both Water SDC's and water capital reserves for replacement approximately 50% from both funds.

Recommendations:

Approval

Exhibits:

Exhibit A – MOU for South Oregon Waterline and Exhibits

MEMORANDUM OF UNDERSTANDING
TIMBER RIDGE WATERLINE REIMBURSEMENT
OCTOBER 14, 2015

This Memorandum of Understanding ("MOU") is entered into between the City of Jacksonville (hereinafter "City") and NLI, Inc. (hereinafter "NLI").

RECITALS:

- A. City conditionally approved the Timber Ridge PUD which requires, as a condition of approval, that NLI construct a new waterline to be located in South Oregon Street between West Elm Street and the south end of Oregon Street.
- B. City agreed to contribute to the costs of said waterline as it will become part of the City water system benefiting customers of the City water system as well as the PUD.
- C. The parties have entered into a Waterline Construction Cost Reimbursement Agreement dated August 15, 2015 (hereinafter "Waterline Agreement"), incorporated herein by reference as Exhibit "A".
- D. NLI has entered into a Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price dated September 30, 2015 with Knife River Materials, for the construction of said waterline (hereinafter "Construction Contract"), incorporated herein by reference as Exhibit "B".
- E. The parties desire to enter into this MOU to clarify their respective responsibilities with regard to sharing of costs.

AGREEMENT:

1. The recitals are incorporated herein as if fully set forth.
2. Approval of Construction Contract. City shall review and approve the Construction Contract prior to execution by NLI, which is based on a bid price not to exceed \$263,759.
3. Reimbursement of Construction Costs. Thornton Engineering prepared a Cost Sharing Analysis dated August 19, 2015 (hereinafter "the Analysis") incorporated herein by reference as Exhibit "C". City and NLI have agreed that per the Analysis, the City's maximum contribution to the Construction Contract shall not exceed \$168,000 except upon the prior written mutual agreement between City and NLI to increase such reimbursement cost.
4. Reimbursement of Additional Costs. In addition to City's agreement to reimburse up to \$168,000 for construction of the waterline, City agreed under the Reimbursement Agreement to pay the following additional costs:
 - a. 50% of the survey, engineering, construction and administration costs associated with an 8-inch water line trench excavation, bedding, piping, backfill, utility relocation, testing and surface restoration in an amount not to exceed \$30,000;

**City Council
October 20, 2015
Exhibit "A"
Agenda Item 5c.**

- b. 100% of all surveying, engineering, construction and administration costs associated with the installation of water services, fire hydrants, mainline valves, and pressure reducing valves in an amount not to exceed \$10,000; and
- c. 100% of the cost of adding four (4) water laterals off of Elm Street (which are depicted in the plans approved by the City for Timber Ridge PUD) which will include a water box and the tie-in for the resident in an amount not to exceed \$6,000 as per the Timber Ridge Estate – Pricing Adjustment Based on Approved Plans incorporated herein by reference as Exhibit “D”. Such costs shall be reimbursed to NLI after the City approves the tie-in of the water lines.

NL, INC., an Oregon corporation

Date: _____

By: Neil Scheuneman, President

“NLI”

CITY OF JACKSONVILLE

Date: _____

By: Jeff Alvis, City Administrator

WATERLINE CONSTRUCTION COST REIMBURSEMENT AGREEMENT
OREGON STREET WATERLINE

between
CITY OF JACKSONVILLE
and
N L INC

Exhibit "A"

The City of Jacksonville ("City") and N L Inc ("Scheuneman") hereby enter into a waterline construction cost reimbursement agreement for the construction of an 8-inch diameter waterline located within Oregon Street between West Elm Street and the south end of Oregon Street, in Jacksonville, Oregon, to accommodate the water supply needs for the City of Jacksonville and the Timber Ridge PUD. This Agreement is made and entered into this

11th day of August 2015.

Whereas, City has conditionally approved the Timber Ridge PUD land use application submitted by Scheuneman;

Whereas, one condition of approval is that Scheuneman provide the City with an agreement for the cost reimbursement of the construction of a new waterline to be located in South Oregon Street between West Elm Street and the south end of Oregon Street;

Whereas, said waterline will become part of the City water system and will be available for the use and benefit of Timber Ridge PUD and other customers of the City water system;

NOW THEREFORE,

1. Scheuneman will submit to the City for review and approval, a design of said waterline prepared by a professional engineer licensed to practice in the State of Oregon.
2. Scheuneman will solicit a minimum of three proposals for the construction of said waterline. The Contractor Proposals will include the Contractor's qualifications, experience, and availability; and quantities, unit costs, and total costs for the representative items of work to be performed.
3. Scheuneman will select a contractor based on costs, availability, schedule, experience and ability to perform the work. Scheuneman will provide the City copies of all proposals for approval of the selected contractor. Scheuneman will enter into a contract for the water line construction with the approved selected contractor.
4. Scheuneman and the City shall review all requests for change in the project scope, schedule, or costs associated with any item of work where the costs will be reimbursed by the City. No such item shall be changed unless both parties approve the change order.
5. City will reimburse Scheuneman 50% (fifty percent) of the surveying costs, engineering costs, construction costs, and administration costs associated with the 8-inch water line trench excavation, bedding, piping, backfill, utility relocation, testing, and surface restoration. The survey, engineering, and administration reimbursable costs are not to exceed \$30,000 (this does not include costs Scheuneman is not responsible for, such as City staff, or City consultants, providing administration and inspection).
6. The City will reimburse Scheuneman 100% (one hundred percent) of the all of surveying costs, engineering costs, construction costs, and administration costs associated with the installation of water services, fire hydrants, mainline valves, and pressure reducing valves. The survey, engineering, and

administration reimbursable costs are not to exceed \$10,000 (this does not include costs Scheuneman is not responsible for, such as City staff, or City consultants, providing administration and inspection).

7. Scheuneman will submit periodic (monthly or every two weeks) reimbursement payment requests to the City. The requests will include copies of the Contractor's progress payment invoices, and/or the professional services invoices, and a copy of the approval for payment prepared by the Engineer of Record. The City will issue a reimbursement payment to Scheuneman within 20 calendar days of receiving the progress payment request.
8. Scheuneman shall protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from and against any and all claims, costs, judgments, attorney's fees and/or settlements whatsoever arising out of or in a way resulting from negligent acts or omissions of Scheuneman, its officers, employees and agents in performing this Agreement. Scheuneman's obligations under this paragraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City incurs any judgment, award, and/or cost arising there from including attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from Scheuneman.
9. The City shall protect, defend, indemnify, and hold harmless Scheuneman, its officers, agents, and employees from and against any and all claims, costs, judgments, attorney's fees and/or settlements whatsoever arising out of or in a way resulting from negligent acts or omissions of the City, its elected officials, employees and agents in performing this Agreement. The City's obligations under this paragraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event Scheuneman incurs any judgment, award, and/or cost arising there from including attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the City.
10. Scheuneman shall have no responsibility for the warranty or maintenance of said water line.
11. Scheuneman shall have no responsibility for the repair or reconstruction of South Oregon Street other than the surface restoration for said waterline trench.
12. This agreement shall remain in effect until said water line and appurtenances construction is complete and accepted by the City, and all appropriate contractor and professional service invoices have been paid; or until the Timber Ridge PUD conditional approval expires prior to commencing development improvements (Phases 2, or 3, or 4).

N L Inc.

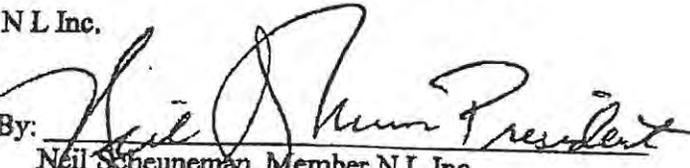
By: 
Neil Scheuneman, Member N L Inc

Exhibit "A"

City of Jacksonville, Oregon

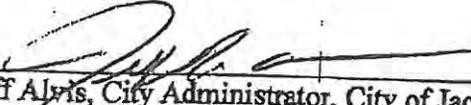
By: 
Jeff Alvis, City Administrator, City of Jacksonville

Exhibit "B"

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 30th day of September in the year 2015 by and between NL Inc; Neil Scheuneman, President. (Hereinafter called OWNER) and Knife River Materials. (Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents described in Article 8 below. The Work is generally described as follows:

Oregon Street Water Line -- Elm St to 2150' Westerly

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Oregon St Water Line

- 1.1 The work shall be conducted in a good and workmanlike manner in conformance with all laws, ordinances, building codes, rules, and regulations of the City of Jacksonville and any other applicable governmental authority.
- 1.2 Contractor shall act as the general contractor in respect to the Work, and shall be responsible for monitoring and supervising the Work, including that involving independent contractors and subcontractors working on the job site. A list of all subcontractors, and any agreements with subcontractors shall be provided to Owner.
- 1.3 Contractor shall assume full responsibility for the acts, negligence, and omissions of Contractor's employees on the project, for those of the subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor.
- 1.4 Contractor shall provide for and oversee all safety orders, precautions, and programs necessary to the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and all other persons whom the Work might affect.
- 1.5 Contractor agrees to remove all waste material and rubbish on a regular basis and upon termination of the Work, and to conduct general clean-up operations on completion of the Work.
- 1.6 Contractor shall keep the property free from construction liens and obtain lien releases from all subcontractors and materialmen.

"B"

1.7 Contractor agrees to indemnify and hold Owner harmless from all claims for damage or injury to person or property that may arise from and as a result of Contractor's work under this agreement.

1.8 Contractor shall purchase and maintain insurance necessary to cover its liability as set forth in Article 1.7 above and shall also purchase and maintain insurance for any claims for Worker's Compensation or other disability benefits which are applicable to the work being performed.

Article 2. PROJECT MANAGER.

The Project has been designed by Thornton Engineering Inc. who is hereinafter called ENGINEER. The PROJECT MANAGER is Neil Scheuneman and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed within 60 days after commencement of contract work and completed and ready for final payment within 90 days after the commencement of contract work. Delays due to weather and the unforeseen will be added, respectively, to Contract Time.

Article 4. CONTRACT PRICE.

Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to: \$263,759.00

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit monthly Applications for Payment describing the work completed in that month. Applications for Payment will be processed by PROJECT MANAGER.

5.1. *Progress Payments, Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT MANAGER, on or about the 25th day of each month, for the prior month's work, during construction as provided in paragraphs 5.1.1. and 5.1.2. below.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as PROJECT MANAGER shall determine, or OWNER may withhold.

95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to OWNER and PROJECT MANAGER, OWNER, on

"B"

recommendation of PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as PROJECT MANAGER shall determine, or OWNER may withhold.

5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by PROJECT MANAGER.

Article 6. INTEREST.

A finance charge of 1.5 percent per month (18 percent per annum) if payment is not per Knife River Materials terms for payment - Net 30 Days.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work with the following conditions:

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

"B"

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work and which define the Work consist of the following:

8.1. This Agreement (pages 1 to 6, inclusive).

8.2 Exhibits to this Agreement.

-Exhibit 1 – Original Bid Package Submitted 8/25/15 (attached)

8.3 All terms, conditions, and specifications in permits.

8.4 All term, conditions and specifications in the *Approved Construction Set dated 9/23/2015* (received by KRM/CONTRACTOR 9-29-15) consisting of a cover sheet and sheets numbered 1 to 7, inclusive with each sheet bearing the following general title:

Oregon Street Water Line

8.5 CONTRACTOR's Bid (pages 1 to 5 and Bid Schedule, inclusive) marked Bid Form (See Exhibit 1). The CONTRACTOR's Bid Form does not in any way limit the Work as described in Article 8.1 through 8.4 above.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

"B"

This agreement and the Contract Documents may only be modified or amended by signed written agreement of the parties, which agreement shall clearly specify any changes in the Work and/or Contract Price.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement will have the meanings used in the state of Oregon for construction contract documents.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS

Guarantee of Work. The Contractor shall guarantee that all Work shall be free from any defects in materials and workmanship for a period of one year after completion and acceptance of the Work by the OWNER.

"B"

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One copy each has been delivered to OWNER, CONTRACTOR and PROJECT MANAGER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2015 (which is the Effective Date of the Agreement).

OWNER:
Neil Scheuneman

CONTRACTOR :
Knife River Materials .

By: _____
Neil Scheuneman, President

By: [Signature]
Title - Vice President, Knife River Materials

Address for giving notices:

Address for giving notices:

License No. 56603

"B"

BID FORM

PROJECT IDENTIFICATION:

This Bid consists of one (1) distinct project and one (1) distinct Bid. All items for bid are identified as follows:

OREGON STREET WATER LINE (Sheets 1 to 7)

THIS BID IS SUBMITTED TO:

NL, Inc., Neil Scheuneman, President
c/o Thornton Engineering, Inc.
260 North Third Street
P.O. Box 476
Jacksonville, Oregon 97530
(541) 899-1489

BID DEADLINE DATE AND TIME

All bids are to be delivered to Thornton Engineering, Inc. no later than 10:00 am on August 19, 2015.

1. The undersigned BIDDER proposes and agrees if the Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Lump Sum Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. The Bid Schedule is for the purpose of comparing comparable quantities of work between Bidders. The Owner will not measure quantities of work or make payments based on the Bid Schedule.
2. BIDDER accepts all of the terms and conditions of the invitation to Bid and instructions to Bidders. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

NONE		

"B"

BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

BIDDER has examined and carefully studied the Bidding Documents and the following BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract Documents of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced

"B"

any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

OREGON STREET WATER LINE (Sheets 1 to 7)

TOTAL BID PRICE

TWO HUNDRED SEVENTY THREE THOUSAND SEVEN HUNDRED FIFTY (\$ 263,759⁰⁰)
(use words) TWO SEVENTY THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (figures)

5. BIDDER agrees that the Work OREGON STREET WATER LINE (Sheets 1 to 7) will be substantially complete within 30 calendar days after the date when the Contract Times commences to run, and completed and ready for final payment within 60 calendar days after the date when the Contract Times commences to run. The BIDDER is solely responsible for being aware of, and following, work restrictions based on City or State regulations (i.e. noise or fire season regulations).

6. Based on Bidder's current schedule of work, Bidder can commence work on this project on or before FOLLOWING TIMES SAME UNDER GROUND

7. The following documents are attached to and made a condition of this Bid:

(a) Bid Schedule and Bid Schedule Adjustments

(b) A Tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.

8. Communications concerning this Bid shall be addressed to:

The following address of BIDDER:

LTM, Incorporated dba Kolls River Materials
PO Box 1146
Medford, OR 97501

9. SUBMITTED on August 19, 2015.

State Contractor License No. 59603
IF BIDDER is:

"B"

A Corporation

By LTM, Incorporated dba Knife River Materials (SEAL)
(Corporation Name)

Oregon

(state of incorporation)

By Joe Soares (SEAL)
(name of person authorized to sign)

Joe Soares, Construction Operations Manager

(Title)

(Corporate Seal)

Attest [Signature]

(Secretary)

Business address: PO Box 1145, Medford, OR 97501

Phone No.: (541) 770-2830

Date of Qualification to do business is

5/19/1988

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

"B"

08/25/2015 15:59
 15C30 Oregon St Water Line
 *** Knife River - Nick Kapphan

BID TOTALS

Bid Item	Description	Status - End	Quantity	Unit	Unit Price	Bid Total
10	MOBE, CLEARING, ETC	F - New	1.000	LS	31,000.00	31,000.00
20	TRAFFIC CONTROL	F - New	1.000	LS	13,700.00	13,700.00
30	3/4" CRUSHED ROCK - SHOULDERS	F - New	1.000	LS	6,600.00	6,600.00
40	REMOVE EXIST. AC	F - New	1,076.000	SY	2.25	2,421.00

EARTHWORK SUBTOTAL

\$53,721.00

110	AC PAVEMENT	F - New	208.000	TN	120.00	24,960.00
120	SAWCUT	F - New	3,654.000	LP	1.00	3,654.00

CONCRETE ITEMS SUBTOTAL

\$26,814.00

210	8" TEE	F - New	1.000	EA	370.00	370.00
220	8" BENDS	F - New	17.000	EA	250.00	4,250.00
230	8" GATE VALVE	F - New	1.000	EA	1,000.00	1,000.00
240	8" TAPPING SLEEVE & VALVE	F - New	2.000	EA	1,800.00	3,600.00
250	FIRE HYDRANT ASS'Y (INC. PIPING/VALVE)	F - New	4.000	EA	4,600.00	18,400.00
260	DISINFECTION TREE/CHLORO POINT	F - New	1.000	EA	300.00	300.00
270	SAMPLING TREE/FLUSH POINT	F - New	1.000	EA	300.00	300.00
280	BLOWOFF ASS'Y	F - New	1.000	EA	1,100.00	1,100.00
290	AIR RELIEF	F - New	1.000	EA	1,800.00	1,800.00
300	WATER LATERALS	F - New	960.000	LF	49.00	47,040.00
310	CONNECT TO EXISTING METERS	F - New	30.000	EA	220.00	6,600.00
320	8" PVC C-900 WATERLINE	F - New	2,248.000	LF	43.00	96,664.00

WATER SUBTOTAL

\$181,424.00

410	ROCK EXCAVATION		0.000	CY	150	
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MISC SUBTOTAL

"B"

08/25/2015 15:59
15C30 Oregon St Water Line
see Knife River - Nick Kappich

BID TOTALS

<u>Item #</u>	<u>Description</u>	<u>Start - End</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
			Bid Total	→		\$263,759.00

**Notes:
Items in italics are Non-Additive.

Exhibit "C"

Project: Oregon Street Waterline
 Project No.: 15-050
 Designer: kjd
 Bid Date: August 19, 2015

THORNTON ENGINEERING
 Cost Sharing Analysis

NO.	Item	Unit	Quantity	Knife River Materials		Cost Breakdowns	
				Unit Bid	Amount	Developer	City
Earthwork							
1	Mobilization, Clearing, etc.	l.s.	1	31,000.00	31,000.00	15,500.00	15,500.00
2	Traffic Control	l.s.	1	13,700.00	13,700.00	6,850.00	6,850.00
3	3/4" Crushed Rock-Shoulders	l.s.	1	6,600.00	6,600.00	3,300.00	3,300.00
4	Remove Exist. A.C.	c.y.	1076	2.25	2,421.00	1,282.50	1,138.50
Concrete Items							
1	AC Pavement	ton	208	120.00	24,960.00	11,760.00	13,200.00
2	Sewer Pavement	l.f.	3554	1.00	3,554.00	1,827.00	1,827.00
Water							
1	8" Tee	ea.	1	370.00	370.00	185.00	185.00
2	8" Bends	ea.	17	250.00	4,250.00	2,125.00	2,125.00
3	8" Gate Valve	ea.	1	1,000.00	1,000.00	500.00	500.00
4	8" Tapping Sleeve and Tapping Valve	ea.	2	1,800.00	3,600.00	1,800.00	1,800.00
5	Flt. Hydrant Assembly (includes piping & Disinfection Tank/Chlorination Point)	ea.	4	4,600.00	18,400.00	0.00	18,400.00
6	Sampling Tree/Flush Point	ea.	1	300.00	300.00	150.00	150.00
7	Blowoff Assembly	ea.	1	300.00	300.00	150.00	150.00
8	Air Relief	ea.	1	1,100.00	1,100.00	550.00	550.00
9	Water Laterals	ea.	1	1,800.00	1,800.00	900.00	900.00
10	Water Laterals	LE	960	49.00	47,040.00	0.00	47,040.00
11	Connect New Lateral to Existing Water Mf	ea.	30	220.00	6,600.00	0.00	6,600.00
12	8" PVC C-900 Waterline	l.f.	2248	43.00	96,664.00	48,332.00	48,332.00
Miscellaneous							
1	Rock Excavation	c.y.		150.00			
				Total Items:		\$95,211.50	\$168,547.50
						Check Totals: \$263,759.00	

Exhibit "D"

Timber Ridge Estates - Pricing Adjustments Base on Approved Plans

Timber Ridge - Submitted Bid Price as of 9/3/15 -

Item	Change in Qty	Unit Price	Notes	Net Change in Price
Additional Water Lat - Elm	1	\$1,000.00		\$1,000.00
Connect to existing	4	\$500.00	4 services at Elm	\$2,000.00

Signed:



Nick Kapphahn
 Custom Jobs Estimator
 Knife River Material - Medford

09/03/2015

17:08

TIMBER RIDGE ESTATES

*** Knife River - Nick Kappah

Bid Item

360

ADJUST MANHOLE

BID TOTALS

Status - Red Quantity

Units

Unit Price

Bid Total

Exhibit "D"

410	3" TER			
420	3" BENDS			
430	3" GATE VALVE			
440	3" PLUG			
460	FIRE HYDRANT ASSY (PIPING & VALVE)			
470	DISINFECTION TREE/CHLORO POINT			
480	SAMPLING TREE/FLUSH POINT			
490	BLOWOFF ASSY			
500	AIR RELIEF			
510	WATER LATERALS			
520	8" C-900 WATERLINE			
530	ELM ST WATER LATERALS (INCL. LATERAL, BOX, METER)	F - New	3,000	EA
				1,000.00
				3,000.00

610	ROCK EXCAVATION			
640	ROCK DAMN - DETENTION			
650	RETAINING WALL			
660	RETAINING WALL FOOTING			
670	STACKABLE TREE WELLS			
680	CLASS 50 RIPRAP			
690	CLASS 100 RIPRAP			
700	FINISH EARTHWORK			

810	UTILITY TRENCH - 4' WIDE			
820	UTILITY TRENCH ROAD CROSSING			
830	4" UL CONDUIT - PHONE			

Jacksonville City Council Agenda Item Summary



Jacksonville Forest Park Master Plan

Date: October 13, 2015
From: Jeff Alvis, City Administrator

City Council Meeting: October 20, 2015
Agenda Item: 5d.

Synopsis:

Discussion on moving forward with the Forest Park Master Plan and setting up a Public Hearing if needed.

Fiscal Impact:

Parks Maintenance funds and grant funds will be needed for future use.

Recommendations:

Set Public Hearing if Council feels the Master Plan is ready to move forward.

Exhibits:

Exhibit A – Jacksonville Forest Park Master Plan

JACKSONVILLE FOREST PARK

MASTER PLAN

Final Draft
9-17-15

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JACKSONVILLE FOREST PARK MASTER PLAN

I. MISSION

“Provide and protect natural, scenic, cultural, historic and recreational sites for the enjoyment and education of present and future generations of Jacksonville residents and visitors”

II. PURPOSE

The purpose of this Forest Park Master Plan (the “Master Plan”) is to provide the City of Jacksonville (the “City”) with a structured plan to: utilize the Jacksonville Forest Park (the “Forest Park”) in a manner which provides environmental restoration measures to repair past managed and unmanaged uses; improve water quality to Jackson, Norling and Cantrall Creeks; enhance and protect the Forest Park for Jacksonville residents and visitors as a passive recreational park; and continue forest management utilizing best management practices.

III. MASTER PLAN SUMMARY

A. The Forest Park

The Forest Park is a 1,080-acre parcel of City-owned forested land located one mile southwesterly of the City limits. It formerly was known as the “Watershed,” because its three creeks drained into a reservoir located near the southeast boundary of the property. In 2006 the City designated the land as a City park within the City’s park system.

B. Scope

This Master Plan identifies and provides for the most appropriate recreational uses for the Forest Park based on resources, development opportunities and constraints, public recreation needs, and the City’s role as public recreation provider. This Master Plan provides a framework for managing the Forest Park within the City’s park system, while balancing recreation demands with protection of the Forest Park’s resources. This Master Plan also considers financing opportunities to support the orderly development and management of the Forest Park.

C. Summary of Forest Park Proposal

The Forest Park Master Plan seeks to provide guidance and vision to the management and development of the Forest Park by the City to enhance the enjoyment of visits to the Forest Park by many diverse groups. The goal is to bring hikers, mountain bikers, and other users to the park and provide them with trail systems to use, and picnic areas where families can enjoy the outdoor experience. Also, this Master Plan seeks to assure the sustainability of the forest resources under the previously adopted 1995 Jacksonville Watershed Forest Management Plan (the “Forest Management Plan”).

D. Maps and Attachments

Maps appended to this Master Plan show the various features of the Forest Park, including roads, creeks, existing and proposed trails and recreational features. Maps may be revised from time to time to reflect changes to features. Attachments will provide written materials subject to periodic revision without full amendment of this Master Plan.

IV. PLAN CONTEXT

A. History and Background.

In the mid to late 19th century, miners and loggers opened the area of the Forest Park. While mining largely ceased in the early 20th century, logging continued sporadically with intensified efforts after a devastating forest fire in 1953. Ultimately, Jackson County succeeded to the title of most of the area through abandonment and/or tax sales.

The City acquired most of the land in the Forest Park over sixty years ago from Jackson County. It was a logical decision at the time because these lands were called the “Watershed” for the source of water for Jackson Creek, which supplied water to the City.

In 1912, the City built an earth-fill dam and reservoir on Jackson Creek near the southeast boundary of the Forest Park. The reservoir supplied domestic water and fire protection for the City. The reservoir’s original capacity was 76 acre-feet but currently is estimated to be about 8 acre-feet by Oregon Water Resources Department. The reservoir holds runoff from Jackson Creek to the top of an emergency spillway allowing excess water to pass into Jackson Creek below the dam.

In 1953 the City contracted with the City of Medford to supply domestic water and ceased using the dam and reservoir except for occasional fire fighting. However, the Forest Park remains an important source of clean water for Jackson Creek.

During the last fifty years, the main recreational activity has been the unmanaged and unauthorized use by OHV riders creating new trails or using old logging skid trails. A small number of hikers and mountain bikers also used the land. Illegal activities such as shooting, partying, dumping, and burning were frequent occurrences.

In 1995 the comprehensive Forest Management Plan for the then Watershed, developed by the City’s forestry consultant to guide the City in managing the property, was adopted by the City Council. This plan provided recommendations for forestry management including selective timber reduction to improve forest health, soil protection and water enhancement, and recreation for diverse user

groups. While the forestry management guidelines have been generally observed, recreation recommendations were not implemented.

In 2003, a Citizens Advisory Committee (CAC) was asked to study the Watershed, and to provide recommendations for its future use. In 2005, the City Council adopted the CAC's recommendation "to retain and manage the watershed" for the future benefit of the citizens of Jacksonville and visitors to the area. A Watershed Ad Hoc Committee was appointed to develop a comprehensive plan, which would serve as a guide toward realizing the development of the City's Forest Park in the 1800 acres the historic Watershed.

In 2006 the City combined an existing Forestry Committee, which had been managing the Watershed, with the existing Parks Committee, which had managed all the parks within the City limits, into a new committee called the Parks, Recreation and Visitors Services Committee (the "Parks Committee"). The City Council renamed the former Watershed the "Jacksonville Forest Park," to be incorporated into the City's park system.

In 2010, after a determination by the State Dam Engineer, the City began the process of addressing the dam and reservoir issues. Engineering has been partially completed and approvals by various agencies will be required before the process continues. The contemplated restoration work, involving Jackson Creek stream restoration, is expected to take two to three years to complete.

In 2012, the City entered into an agreement with the Motorcycle Riders Association (the "MRA") whereby the City acquired a 40-acre parcel owned by the MRA on the southeastern boundary of the Forest Park in exchange for cash and title to approximately 380 acres of land on the western boundary of the Forest Park. Under the MRA/City agreement, no further off-highway vehicle ("OHV") uses are permitted in the Forest Park.

B. Climate

The Forest Park area in the mountains west of the City has four, distinct seasons. The summer is marked by hot dry weather of low humidity, with an average high in July and August of 90 degrees and an average low of 49. December and January average high is 47 and a low of 26. Most of the annual rainfall of 18 inches falls between November and May, with about three inches of rain between June and October. Snowfall does occur occasionally between December and March, but fairly lightly with a quick melt occurring.

C. Ecological Region

The Forest Park is located in the southwestern part of the Rogue Valley. The Rogue Valley is bisected by the north flowing Bear Creek and the Rogue River flowing east to west in the northern part of the valley defining the terrain on the east. On the west, the Coast Range separates the area from the coastal climate. The Siskiyou Range is the southern border of the area. The lower part of the

Forest Park is the confluence of the three creeks combining into Jackson Creek at the bottom of the canyons, and the upper part is ringed by a series of ridges making it a distinct stand-alone ecological region.

D. Roads and Parking

See “MAPS” and “ATTACHMENTS” for maps and descriptions of roads and parking areas.

V. RESOURCES ANALYSIS

A. LAND AND NATURAL FEATURES

1. Ownership. The City-owned Forest Park consists of 1,080 acres. Elevation varies from 1,900 to about 3,300 feet. Crossed by three major creeks, the terrain rises steeply to ridges. Since the 2012 City/MRA agreement, the lands of the Forest Park are contiguous with the acquisition of the former MRA 40-acre parcel referenced above. The Bureau of Land Management (“BLM”) has parcels of land adjacent to the Park: a 120-acre parcel northeast of the reservoir and a 340-acre parcel adjoining the Forest Park’s northwestern boundary. MRA-owned lands adjoin a portion of the western boundary of the Forest Park. See “MAPS” for a map of the Forest Park and surrounding lands.

2. Timber Land. Approximately two-thirds of the Forest Park is heavily forested with conifers and oaks, with the remainder a mixture of madrone and manzanita. Since 1995, the forest has been managed under the City’s Forest Management Plan with primary focus on timber production, fire protection, and forest health. These objectives remained in force with the creation of the Forest Park.

On the lower slopes of the Forest Park hardwoods, such as madrone and big-leaf maple, are mixed with the manzanita. Supplemented by reforestation, pine is returning after the 1955 fire.

The western section of the Forest Park not burned in the 1955 fire has much older stands of timber. The north slopes have thick stands of mature fir and pine, and the south slopes are a mix of pine and madrone with some fir. All the creek areas have deciduous species such as maple, oak and dogwood.

3. Soils. Areas in the Forest Park are eroded, mostly in gullies down hillsides. Begun as logging skid roads, rain and misuse have enlarged and steepened the gullies, allowing sediment to be carried into the creeks. Soils experts have described the area as being very vulnerable to erosion

due to its sensitive soils such as decomposed granites, which cover over half of the Forest Park.

The soils in the park have been grouped into two classifications based on their derivation and mapped accordingly: “granite”, derived from granite rock, and “gravelly loam,” often referred to as clay soil, derived from metamorphic rock.

There are variations within each of these classifications that affect site quality. Although the best sites for tree growth are found on the north slopes with gravelly loam soils, south-facing slopes with decomposed granite soil can also be quite timber-productive.

4. Creeks. Three creeks originate in and drain the area, which is the principal watershed for Jackson Creek. Cantrall Creek originates in the northwest corner of the Forest Park and joins Jackson Creek in the middle of the Forest Park. Norling Creek starts in the western region and joins Jackson Creek just above its junction with Cantrall Creek. Through a spillway in the existing dam, Jackson Creek flows to Bear Creek.

The uppermost tributaries start at an elevation of 3,500 feet, descending and combining to become Jackson Creek and leaving the southeastern boundary at an elevation of 1,900 feet. Their descent is marked by a steady grade, interrupted by small waterfalls over rocky bottoms.

Jackson Creek and its tributaries are a critical part of the Forest Park. Most of the Forest Park areas are close to one of these streams. They must be maintained and protected for water quality and recreational enjoyment, and are currently in good condition.

5. Ground Water. Beneath the hillside under the quarry area is a tunnel a few feet from Cantrall Creek. A stream of groundwater flows all year from the tunnel, creating a boggy area with ferns, poplars, and shrubs. This water flows into the creek to the upper reservoir area, even in summer when the other creeks stop flowing. This tunnel was dug by the City to help assure water flow into the then-City operated reservoir during the summer (See “MAPS” for the location).

6. Riparian Areas. Despite the sediment in the creeks, the riparian areas are very much in a natural and well-vegetated state. They are strongly shaded by trees and shrubs, and the streams descend at a regular rate. Their well-rocked beds prevent eroding of the banks even in high volume flows. Periodic logging has been done away from riparian areas.

7. Restoration. Restoration of the land in the Forest Park has been occurring under the Forest Management Plan, and will continue. Examples of areas needing restoration include damage in riparian areas where OHV trails have crossed, logging roads, and two abandoned, small gravel pits. The largest contributor of stream sediment is the decomposed granite quarry on Reservoir Road above Cantrall Creek. Efforts to establish vegetation have had little success because of the lack of topsoil. A large sediment-settling pond, built in 2012, has proven the best method of catching sediment-laden runoff before it reaches the creeks.

8. Scenic Values. The steep canyons and high ridges present a very beautiful panorama from either the ridges or the bottom of the canyons along the streams. All the Forest Park developments must seek to preserve these views as they are a valuable asset to the Forest Park and enhance the experience of its visitors. The large area provides many diverse scenic vistas. The elevation variation from 1,900 feet to 3,300 feet presents views of high ridges and mountaintops from below along the streams, and views from the ridges that encompass most of the park and distant mountains across the Rogue Valley to the Cascade Range and south to Mt. Shasta in California. The variety of tree and shrub species contributes to constantly varying surroundings.

9. Wildlife. The Forest Park contains many species of wildlife. Black-tailed deer, cougars, and black bears are prevalent. Coyotes, gray foxes, and wild turkeys are very apparent in the lower elevations. Owls and jays reside in the higher, more forested regions, and in the dense forests of the northern-facing slopes of the southern canyons.

10. Protected Species. There is one known rare and protected species in the park. This is the flower *Fritillaria Gentneri* Lily. The Forest Park has been surveyed for this species in the lower 120 acres and also along the Reservoir Road to the north Forest Park boundary. It has been located only in three locations in the extreme lower elevations.

B. Cultural Elements

1. Native Americans; Chinese. Evidence indicates the possible presence of Native Americans in the area of the Forest Park perhaps dating back 6,000 years. Modoc, Klamath, or Takelma tribes probably used the area for hunting and fishing.

Jackson Creek and its Norling Creek tributary were heavily mined in the late 19th century by Chinese miners following other miners into the area of the Forest Park. The Chinese typically worked mines abandoned by others or obtained rights to such mines.

Any sites of Native American and/or Chinese activities will be subject to appropriate archeological investigation.

2. Historic Railroad. The Bullis Logging Railroad in 1912 ran from the City generally southwesterly along Jackson Creek to a point above the southeastern Forest Park boundary and above the reservoir site. The railroad was used primarily to haul timber to sawmills in or near the City with some hauling of aggregates for local construction. The railroad ceased operations about 1914 after a log train lost control and crashed, destroying a trestle above the reservoir site. A replica of the historic trestle has been constructed at the crash site. Only portions of the original roadbed remain with no rails or other equipment.

3. Old Mine Sites. Mining in area of the Forest Park began in 1852. The placer mines on both forks of Jackson Creek were the first mining operations. The most common method was hydraulic mining using high-powered water nozzles (“canons”) to wash hillsides along streams. Sluice boxes below the canons collected gold washed from the ground. The resulting piles of rock and debris can be seen from many of the trails near the streams.

Two quartz mills were erected during the 1860's. The Hopkins Mill on the left fork of Jackson Creek was not successful and around 1869 had been converted into a sawmill. The Occidental Mill on the right fork of Jackson Creek cost \$10,000.00 and had a crushing capacity of 20 tons a day.

The Towne Mine, owned by J.G. Rinehart, was located on a ridge 800 feet west of the reservoir site on Jackson Creek at an elevation of 2,200 feet. A pocket of rich gold ore known as the “Johnson Pocket” and reported to have yielded \$30,000 was taken from a shallow cut in a quartz vein.

The Bowden Pocket was located six hundred feet to the north of the Towne Mine on the northeast slope of the ridge, below a shallow pit on the surface, and is reported to have yielded \$60,000 worth of gold.

Beside the reservoir site on Jackson Creek, another vein called “Reservoir Ledge” was worked by two men who broke ore by hand mortar and panned out the gold. The vein was three feet wide and opened only on the surface.

The Norling Mine produced tons of ore worth \$64,000. The mine had a 5-stamp mill run by an engine and ceased operation in 1911. The mine, just a few feet onto BLM land, can be seen from the ~~(proposed)~~ Atsahu Trail.

There currently are no active mine sites in the Forest Park. The remnants of two, one on Norling Creek Road, the other (smaller) on upper Jackson Creek have been identified for possible interpretation. Any safety and environmental issues that they present will be addressed.

VI. RECREATION; PUBLIC USE

A. OHV's.

The unmanaged and inappropriate use of OHV's over the years has been the source of damage to the Forest Park habitat. Under the 2012 City/MRA agreement, OHV's are banned from the Forest Park.

B. Trails.

Since 2008, an extensive system of trails has been constructed in the Forest Park enabling visitors to enjoy the Forest Park year-round. These trails largely follow the three creeks in the Forest Park. See "MAPS" and "ATTACHMENT 1 – TRAIL INVENTORY" for the existing and proposed future trails. Future plans include trails for recreation and competitive events including running and mountain biking.

An existing, model agreement between the City and the BLM allows trails on 110 acres of BLM land within the Jacksonville Woodlands. A similar agreement with the BLM could allow the City to build and maintain trails on BLM's parcels adjacent to the Forest Park (see V.A.1. above). This would enhance the Forest Park's trail system and help connect to the City's urban trails maintained by the City and Jacksonville Woodlands Association.

C. Picnic and Play Areas.

The availability of picnic and some children's play areas will attract more family groups to the Forest Park. There are many areas suitable for picnicking, from just inside the entrance to higher in the hills along the streams. Connections with parking areas and trailheads will encourage group activities for picnic and trail use during Forest Park visits.

D. Recreation Events.

In recent years, group recreation events in the Forest Park, including those for runners and mountain bikers, have become more frequent. For the Forest Park to be as valuable as possible to the City residents, recreational events need to be identified in such a way so as to accommodate the largest number of citizens.

For group events, and to ensure there are no conflicts, specific City-issued permits will be required for the management and control of areas and trails.

E. Interpretive Needs.

Educating visitors about the Forest Park's natural, historic and cultural features will be an essential part of what will be provided by the City. Proper interpretation information will enhance visitors' experience, encourage return visits and recommendations for others to visit.

F. Enforcement.

Rules and regulations must be established and enforced to ensure that the management goals of the Forest Park succeed. This Master Plan will help to establish the legal foundation for the careful regulation of Forest Park activities.

There are limited resources to enforce the Forest Park rules. Other measures that will assist in the enforcement of the Park will include community outreach, education programs and signage. Possible resources could include a roving patrol of volunteers, an on-site caretaker and/or support from other agencies.

G. Finance.

The continued development, maintenance and restoration of the Forest Park will require financing. The construction and repair of trails and bridges to facilitate access require repair and updating. Interpretive materials and kiosks will also require periodic correction as ground conditions change. While the City has a small budget for the Forest Park, efforts will be pursued to obtain grants and support from federal, state and local sources, including non-profit foundations and individuals.

VII. MASTER PLAN GOALS

The large size and location of the Forest Park outside its limits present management, development and maintenance challenges for the City.

A. Goal 1-Volunteer Participation.

The City's Public Works Department ("Public Works") has primary responsibility for management and maintenance of the Forest Park. The Parks Committee works with the Public Works to identify Forest Park issues and needs and to make recommendations to the City Council for action.

The City has very limited resources available to manage the Forest Park. Public Works' employees must devote most of their time to in-City work, leaving little time available for the Forest Park. The Parks Committee's five citizen members and single Councilor liaison perform the duties otherwise done by staff in larger cities and/or a council subcommittee. Therefore, volunteers become essential in the ongoing care and development of the Forest Park.

Volunteers would: (1) organize and participate in constructing and maintaining trails, bridges, walkways, kiosks, rest shelters, picnic grounds and interpretive

panels with Public Works; (2) assist the Parks Committee in drafting an annual action plan for the projects in the Forest Park; (3) as docents, assist Forest Park visitors with information about available facilities and rules and regulations and respond to or refer complaints or issues of concern; (4) assist in the conduct of special events; and (5) assist the Parks Committee and Public Works in preparing cost estimates, budgets and other financial information about the Forest Park.

To encourage volunteer participation, publicity about Forest Park projects and needs should be directed at both City residents and visitors. Support from local businesses and non-profit service organizations, governmental organizations and recreation groups will be an essential part of the Forest Park's success. It is also very important to keep public interest and active participation during the implementation and maintenance periods.

The City should designate at least one, full-time employee to be the primary contact for the maintenance and development of all City parks, including the Forest Park. With the help of the Parks Committee, that employee would establish a Forest Park Volunteer Program to help with maintenance and development of facilities. A member of the Parks Committee would act as coordinator for such volunteers.

B. Goal 2-Repair and Restoration.

Repair and restoration of forested areas damaged by previous logging and OHV use is ongoing and will continue to minimize erosion and resultant damage to riparian areas and water resources. Reforestation may be essential in such areas. Further, trails will require repair because of ordinary use, natural causes and use by mountain bikers and, to a very limited extent, equestrians. Finally, constructions, including bridges, elevated walkways, picnic areas, kiosks and signs will require regular maintenance and/or replacement due to the effects of weather, use or vandalism.

The City is responsible for the water quality of all waters on its lands, including the Forest Park. Sediment, primarily from the Cantrall Creek drainage, is potentially the largest contributor to poor water quality in Jackson Creek. A detailed plan to control this sediment must be made and implemented.

Repair and restoration will also be a large part of the eventual removal of the dam and reservoir referenced in "IV. PLAN CONTEXT" above. This work will result in the significant restoration of Jackson Creek, as it existed before the 1912 construction of the dam and reservoir.

C. Goal 3-Protection of Resources.

As discussed above in "V. RESOURCES ANALYSIS," the Forest Park offers abundant resources that must be protected for today and the future. Protection may entail a variety of measures ranging from warning signage to fences and

barriers to elevated walkways and bridges. Such protections must balance the desire for public access with the need to assure safety while preserving the particular resource.

Another important aspect of resource protection is the establishment of rules and regulations for the Forest Park. While many of the rules applicable to in-City parks would apply (hours, fires, weapons, littering), Forest Park-specific rules should be required, including those for special events and use of particular trails, areas or facilities. Any such regulations will be enforced using a City permit process, signage and other appropriate enforcement measures that the City may prescribe by ordinance.

Conservation easements may be considered to preserve, protect, maintain and restore areas of the Forest Park only upon specific recommendations and individual review and approval by the City Council.

Also, resource protection should include periodic review and revision of the Forest Management Plan. Approval of timber harvesting or any timber management activities under that Plan must require mitigation of damage to or degradation of surrounding natural and man-made features. Finally, that Plan must be reviewed for consistency with recent and proposed recreational uses.

D. Goal 4-Recreational Uses.

The initial trail, bridge and kiosk building in the Forest Park have proven successful, encouraging increasing numbers of users. While emphasis will be placed in providing more recreational facilities, issues of capacity, costs and development of recreational settings will arise.

Trails are a critical part of the Forest Park experience, but usage must be defined to preserve trail quality and user safety. While all trails are open to hiking, some are determined by the physical capacity of the trail to sustain mountain biking. Thus the trails, or trail segments, are defined as "Hiking-Only," "Biking-Only," or "Hiking and Biking." Trail maps show the usages permitted, trail length, important attractions along the trail and whether the trail grade is Easy, Moderate, or Difficult. Trail usage will require periodic reevaluation to reflect changes in conditions and/or needs. Trailhead signs, including the name of the trail and the usage allowed, or not allowed, on that trail must be installed, maintained and corrected, as required, to reflect the appropriate use of the trail. Appropriate signage should be supported by City Council-adopted rules and regulations covering trail usage.

The upper area of the former reservoir is suitable for development as a picnic area and a trailhead for the trails leading up the canyon. Agreement with the BLM for development of connecting trails on adjacent BLM land should be completed.

Equestrian uses in the park highlight the potential for multiple uses to create conflict. Where equestrian use is contemplated, safety should be considered. Trails suitable for equestrian traffic must be constructed to double or triple the width of hiking and biking trails. Areas with potentially dangerous blind corners are potentially unsuitable for equestrian recreation.

Development concepts will be created to fit needed facilities into the Forest Park. These concepts will provide the blueprint for the future development and reflect resource constraints as well as recreation demand, and address the goals as determined in the planning process. Such concepts must reflect appropriate type, size, location and access for proposed facilities. Consistent with protecting natural features, efforts will be made to provide ADA access to portions of the Forest Park. With increased visitor use, the need for permanent facilities such as restrooms and shelters must be addressed and budgeted.

E. Goal 5-Interpretive Measures.

Well-placed and durable interpretive signs, including kiosks with brochures and other printed materials about the Forest Park enhance the visitors' experience. The rich mining and timbering history of the Forest Park is made accessible through these educational materials. Volunteer docent-guided tours, introducing visitors to the forest and what took place there in history should be considered.

Self-guided tours can be facilitated by providing the visitors well-designed interpretive materials. Cultural and geological history, plant species, and animal life need to be interpreted in displays and printed material. Well-designed educational materials are necessary for this project. Awareness leads to understanding and appreciation, then to action and preservation.

F. Goal 6-Funding

Financial sources, including grants, must be pursued to support the Forest Park and options must be explored to finance development, repair, capital improvement, maintenance, management and enforcement. Planned timber harvests under an updated Forest Management Plan may provide additional funds.

Securing funding to meet the foregoing goals will present challenges, particularly for on-going maintenance. Some funds are available from the annual City budget in the form of annual expenses in the Parks, Recreation, and Visitors' Services budget. It is possible that some projects in the Forest Park may qualify for System Development Charges (SDC) funds. Funds obtained from Forest Park timber harvests should be retained for use in the Forest Park, primarily for on-going maintenance.

To the extent encouragement of visitors to the City is involved, some funding for specific projects may be available through the City's transient occupancy tax

grant program. Other grants will be sought from state, federal and non-governmental organizations. Typically, grants are not available for maintenance.

Involvement by other non-profit and civic groups in Jacksonville will be encouraged. Groups such as Jacksonville Boosters Club, Jacksonville-Applegate Rotary, Jacksonville Kiwanis and Lions may be sources of volunteer assistance and/or funding.

Consideration should be given to fund raising events, such as runs or bike races, with a portion of the proceeds dedicated to funding the Forest Park. Such events could include sponsorships by local businesses to promote increased business patronage and interest in the Forest Park.

VIII. COMPLETING THE MASTER PLAN

A. Prior Preparations.

The Parks Committee consulted the Oregon Parks and Recreation Department, the City of Medford, and the City of Ashland and studied their park master plans.

First steps included information gathering regarding natural, cultural and scenic resources, existing facilities, recreation and interpretive needs and the local community needs.

Issues involving the use, development or management of parks generally were collected through meetings with City staff, adjoining land owners, local and state government agencies. A set of goals for the future use and development of the Forest Park and management of its resources were completed.

Mapping, showing various natural, cultural and scenic resources within the Forest Park, is proposed. The maps and associated reports are planning tools used by workers in the field, policy makers and members of the public, managing agencies and volunteer groups. Excellent resource maps are the basis for sound resource management and development decisions.

B. Approval Process; Public Input.

The creation of the Master Plan is the opportunity for the general public and interested organizations to discuss and provide input on the future of the Forest Park.

After a City Council study session on the draft Master Plan, the Parks Committee considered and made revisions to the draft Master Plan. The Parks Committee approved the final draft Master Plan, and sent it to the City.

City staff will review the draft Master Plan and either forward it to the Council for action or refer it back to the Parks Committee for further work.

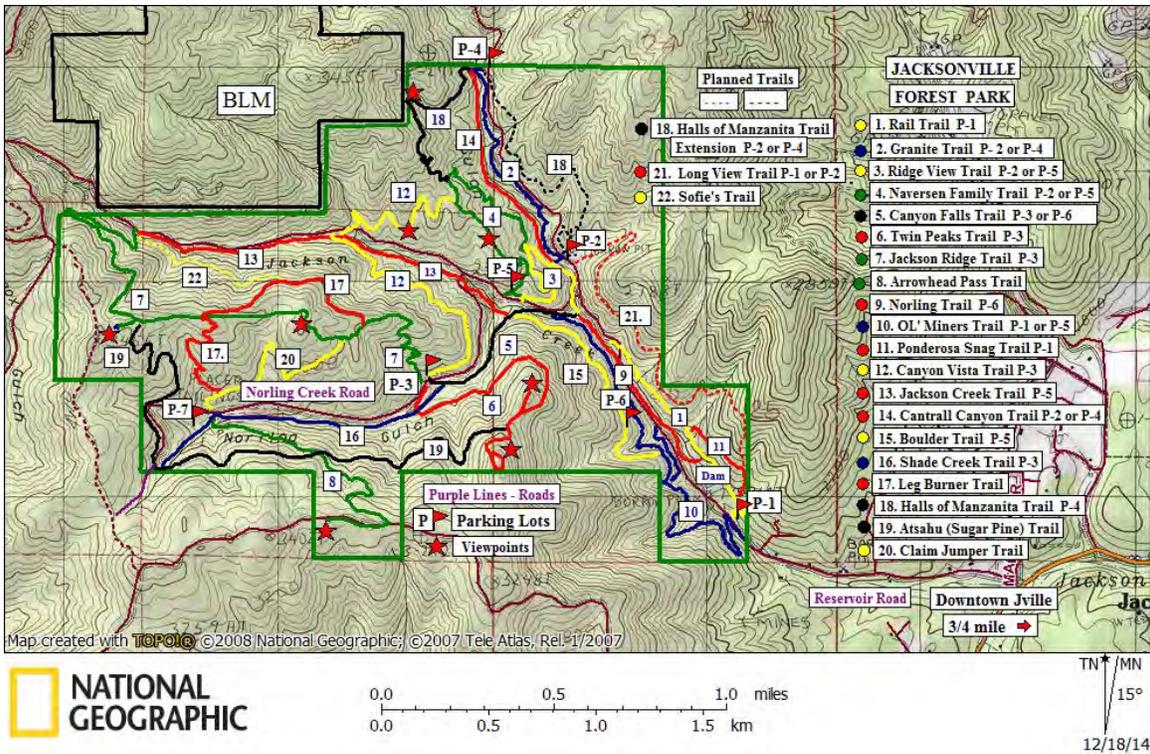
The City Council will hold a public hearing on the Master Plan and may approve the draft as submitted or refer it back to the Parks Committee with directions to make revisions.

C. Approval and Effect.

Once the Master Plan is formally adopted by the City Council, any development in the Forest Park must be consistent with the Master Plan. Minor variations from the adopted Master Plan may be allowed if such variations are determined by the Parks Committee and the City Council to be consistent with the Master Plan.

Any use that is not consistent with the Master Plan requires a Master Plan Amendment. The Master Plan may be amended when changes in circumstances are significant enough to merit plan changes based on consideration of the following factors:

1. Significant changes in:
 - a. Impacts on or condition of the natural, scenic or cultural elements in and around the Forest Park.
 - b. Knowledge of and need for best management practices for natural, cultural or scenic resources within the Forest Park.
 - c. Recreation demand, needs and crowding within the Forest Park, or its vicinity.
 - d. Partnership opportunities for the Forest Park or its management.
 - e. Impacts or potential for impacts from surrounding land uses.
2. Alternatives to Master Plan Amendments that will address changes, such as intergovernmental management agreements, non-City managed partnerships, etc.



MAPS
(Here insert maps of Forest Park)

ATTACHMENT 1 – TRAIL INVENTORY

Average Trail Grade: Easy - Less than 5% Moderate - 5-10% More Difficult - 10-15%

1. Rail Trail – 1 mile – **Easy – Hiking & Biking** - Hike the bed of the historic 1916 Bullis logging railroad and see the replica of the railroad trestle at the site of the train wreck.
2. Granite Trail – 1 mile – **More Difficult – Biking** - The trail is steep and popular with mountain bikes coming downhill. Not recommended for hikers.
3. Ridge View Trail – 1 mile – **Moderate – Hiking & Biking** - With two trailheads on Norling Road, the trail climbs moderately to a ridge with views into two canyons.
4. Naversen Family Trail – 1 1/2 miles – **Moderate – Hiking & Biking** - Views up and down canyon from the rest shelter. It is a rewarding mix of flat and moderate trail grades.
5. Canyon Falls Trail – 3/4 mile – **Moderate - Hiking**. The trail hugs the Jackson and Norling Creeks with many waterfalls. The upper trail is deep woods lush with ferns and flowing springs.
6. Twin Peaks Trail – 1 1/4 mile – **Moderate – Hiking & Biking** - The gentle eight percent grade to the summit rewards the hiker or biker with views of Jacksonville and the Three Sisters Mountains.
7. Jackson Ridge Trail – 2 3/4 miles – **Moderate - Hiking & Biking** - The trail gains 700 feet to the ridge providing great views before dropping through the woods to Jackson Creek Trail.
8. Arrowhead Pass Trail – 1 1/4 mile – **Moderate – Hiking & Biking**. An old logging road with a ten percent average grade, it reaches into one of the most remote parts of the park.
9. Norling Trail – 3/4 mile – **Easy – Hiking**. An easy walk from the upper end of the reservoir, across Reservoir Road, and up to the junction with the Canyon Falls and Ridge View trail heads.
10. O’L Miners Trail - 1 3/4 miles – **Moderate – Hiking & Biking** - Trail is built on water ditches dug 150 years ago by the early gold miners. The water was used by water cannons to wash the gold into the sluice boxes.
11. Ponderosa Snag Trail – 1/3 mile – **Easy – Hiking & Biking** - A scenic walk above the Rail Trail that passes by a huge old pine snag and a six-foot diameter madrone tree.
12. Canyon Vista Trail – 1 3/4 miles – **Easy – Hiking and Biking** - A flat trail going from canyon to canyon, giving great views of the canyons to the park entrance below and mountains far in the distance.
13. Jackson Creek Trail – 1 1/4 mile – **Easy – Hiking** - A shady meandering trail alongside Jackson Creek that is an easy hike from Canyon Falls Trail past the Canyon Vista Trail, and up to the Jackson Ridge Trail head. **Bikers** can use the Jackson Creek road, which parallels the trail to reach the Jackson Ridge Trail head.

- 14.** Cantrall Canyon Trail – 3/4 mile – **Moderate –Hiking** – This trail follows Cantrall Creek, the largest stream in the park with many waterfalls. Spur trails lead right to some streamside view areas.
- 15.** Boulder Trail – 3/4 mile – **Easy – Hiking & Biking** - Built on a water ditch that carried water over one mile around the mountain for gold mining in a canyon to the south where an interpretive panel tells the story.
- 16.** Shade Creek Trail – 1 mile - **Easy – Hiking** – A fun hike on a warm summer day. Hidden springs leave pools of water in close by Norling Creek all summer, which attract wildlife that makes for great viewing.
- 17.** Leg Burner Trail – 3/4 mile - More **Difficult – Hiking** – Test your legs on this shady trail as you gain 400 feet in elevation to reach the Jackson Ridge Trail and one of the highest elevations in the Forest Park.
- 18.** Halls of Manzanita – 1 mile - **Moderate – Hiking & Biking** – Hike the north rim of the park starting at the Naversen Trail over to the Cantrall Canyon Trail. This section was formerly part of the Granite Trail.

PLANNED TRAILS

- 17.** Leg Burner extension – 3/4mile – **Easy – Hiking** – After reaching the Jackson Ridge Trail, take this alternate trail route and reconnect with the Jackson ridge Trail or Sofie’s Trail further along.
- 18.** Halls of Manzanita Trail extension – 1 ¼ Mile - **Moderate – Hiking & Biking** – The park’s East ridge has some of the best views in the Forest Park, then continue on the Long View Trail to reach the lower parking lot.
- 19.** Long View Trail – 1 ½ miles - **Moderate – Hiking** – Another wonderful trail for views. The views from this trail are unique as they look out to the west and north from the east slopes of the park.
- 20.** Atsahu Sugar Pine Trail 2 ¼ miles – **Moderate - Hiking & Biking** – Atsahu is the Shasta name for Sugar Pine. Both trail heads start at 3,300 feet elevation, and it goes through deep forest and past the Norling Mine.
- 21.** Sofie’s Trail – 2/3 mile - **Easy - Hiking & Biking** – Another nice, pretty level trail to go from the Leg Burner and Jackson Ridge trails to the Jackson Creek Trail, all on the forested and shady side of the mountain.
- 22.** Easy Boy Trail 2/3 mile – **Moderate – Hiking** – A great middle level route to go between the Leg Burner Trail and Jackson Ridge Trail to do a different hiking loop.

ATTACHMENT 2 – ROADS AND PARKING

The Forest Park has three established roads. The Reservoir Road, beginning at Highway 238 at the City’s western limit, is the primary access. This road extends westerly, through private lands, approximately one mile to the southeastern boundary of the Forest Park. It extends westerly on the south side of the dam and reservoir site and proceeds northerly approximately three miles to the northern boundary of the Forest Park to private property. Reservoir Road connects the Jacksonville Woodlands Zigler Trail complex to the Forest Park.

The Jackson Creek and Norling Creek Roads branch off Reservoir Road one-half mile above the dam and reservoir site and proceed together for one-half mile.

After dividing, the Norling Creek Road follows Norling Creek for one and one-half miles to the southwestern boundary of the Forest Park. Jackson Creek Road follows Jackson Creek one and one-half miles to the Forest Park's western boundary. Each of these roads provides access to neighboring properties.

All three roads are maintained for vehicle travel. Their widths vary from one to two lanes, with typical width of one and one-half lanes. The Reservoir and Norling Creek Roads are graded with a rocked surface, and have storm water culverts. Jackson Creek Road is graded road suitable for trucks.

An easement agreement between the City and the BLM gives the BLM and its licensees certain rights of access through the Forest Park. Use of the Forest Park roads requires control by the City to ensure that there are no conflicts with the various activities that will take place in the Forest Park. Emergency and fire fighting equipment require access for safety and fire fighting.

There are seven parking areas (identified by reference to Maps):

P-1 At southeast entrance to Forest Park; one-half acre, with a large information kiosk and trail maps.

P-2 On Reservoir Road, one mile north of "P-1" next to former decomposed granite quarry; one acre.

P-3 On Norling Creek Road, one-half mile north on Reservoir Road and three-fourths mile west on Norling Creek Road; approximately one acre.

P-4 On Reservoir Road one and one-half miles north of "P-1" at the north end of the Forest Park; one-fourth acre.

P-5 On Norling Creek Road, one half mile north of "P-1" on Reservoir Road and one fourth mile west on Norling Creek Road, one-half mile west of P-1; one-half acre.

P-6 On Reservoir Road, one-half mile north of "P-1"; two acres [information kiosk].

P-7 On Norling Creek Road, one-half mile north of "P-1" on Reservoir Road and one and one-half miles west on Norling Creek Road; one-half acre.

Council Discussion



Jeff Alvis

From: Alan Harper <alandbharper@gmail.com>
Sent: Sunday, October 04, 2015 11:47 AM
To: Jeff Alvis
Subject: Continuing only as Land Use consultant

Jeff,

As we talked about last week I will no longer be taking on new legal projects. My understanding is that you will be routing all legal work now to Sydney and her firm. As I have said in the past, I think that is an excellent choice. If she should need any of my files on any matters, I am happy to copy and send her anything I have.

Although I will no longer be practicing as an attorney after the first of the year, I will be in the Valley for 2016 and will be available to consult on any planning projects, including completing the Development Code and Comp Plan changes that I have been discussing with Ian and Dick as recently as this past Thursday.

Thank you for the supporting and positive working relationship over these past three years.

Best regards,

Alan Harper

September 29, 2015

Mr. Jeff Alvis
City Administrator
City of Jacksonville
P.O. Box 7
Jacksonville, OR 97530



One West Main, Suite 401
Medford, OR 97501
541 779 4161
roguedisposal.com

RE: City of Jacksonville Solid Waste Collection Franchise Agreement Sec. 7.5
Our File No: RET II 15A

Dear Mr. Alvis:

Paragraph 7.5 of the Solid Waste Collection Franchise Agreement between the City of Jacksonville (City) and Rogue Disposal & Recycling, Inc., (Rogue), provides for an annual adjustment of approved service rate schedule based on the change in the Consumer Price Index during the previous year. Please accept this letter as Rogue's implementation of the 7.5 provisions. Set forth below is Rogue's detailed calculation of the adjustment to each "Rate Category Rate" (RCR) in the improved service rate schedule, then in effect, calculated in accordance with the Annual Rate Adjustment Formula set forth under Section 7.5.

The Consumer Price Index (CPI) percentage change between August 2014 (237.9) and August 2015 (238.3) equals a percentage change of .2%. Please see enclosed table taken from the Bureau of Labor Statistics Data setting forth the Consumer Price Index-All Urban Consumers for years 2014 and 2015. Accordingly, under the Annual Rate Adjustment Formula, the service rate for a particular rate category is multiplied by .2% plus the current service rate which equals the "Adjusted Rate Category Rate" (ARCR). For example, residential garbage/curbside recycling-one-can current rate of \$17.03 renders the following adjustment:

$$\$17.03 \times .2\% (\text{CPI}) = \$.03$$

Thus, the rate as of January 1, 2016 adjusted for the CPI (.2%) equals:

$$\$17.03 + \$.03 = \$17.06 (\text{ARCR})$$

I have enclosed a copy of Exhibit "D" Schedule of Approved Maximum Monthly Collection Rates for City of Jacksonville, effective January 1, 2015, which sets forth the current RCR. The new rates reflecting the ARCR are attached hereto as Exhibit "C", amended as of January 1, 2016.

RECEIVED

OCT 02 2015

CITY OF JACKSONVILLE