



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

**CITY COUNCIL
City Council Meeting**

**May 5, 2020
4:00 PM**

**OLD CITY HALL IS CLOSED TO THE PUBLIC
PUBLIC MAY ATTEND THE MEETING VIRTUALLY VIA CONFERENCE CALL
*Dial into the Meeting – (844) 890-7777 Access Code: 247-063-431****

For those wishing to provide comment during the meeting, opportunity will be given during Public Comment. Public Comment; and

Written statements may be sent in advance of the meeting to City Recorder Angela Watson, recorder@jacksonvilleor.us up until 4:00 pm on Monday, May 4th. These statements will be included in the official meeting record, but not read during the meeting.

- 1) **CALL TO ORDER**
- 2) **a. MINUTES** April 7, 2020
b. BILLS LIST
April 21, 2020
May 5, 2020
- 3) **PUBLIC COMMENT (items *not* on the agenda) limited to 3 minutes per speaker, refer to “Speaking Time Limit” guidelines below:** *Opportunity for Public Comment will be given for items not on the agenda at this time. If you are attending via Conference Call, Press *6 to be placed in the queue and you will be called upon.*
- 4) **STAFF / DEPARTMENT REPORTS STAFF / DEPARTMENT REPORTS**
- 5) **ACTION / DISCUSSION ITEMS**
*If participants for action/discussion items are attending via Conference Call; when your agenda item is discussed and you are asked to speak, press *6 to be placed in the queue and you will be called upon.*
 - a. **Renewal of Trolley Lease Agreement**
 - b. **Approval for Purchase of Cardiac Monitor**
 - c. **Appointment to Committee for Citizen Involvement**
 - d. **Flexible Service Maintenance Agreement with ODOT**
 - e. **Resolution No. R2020-003 – A Resolution of the City of Jacksonville Ratifying the Mayor’s Administrative Order Dated April 30, 2020 Extending a Local State of Emergency in the City of Jacksonville as a Result of COVID-19 Pandemic**
 - f. **Award Bid - Bybee Drive Improvements**
- 6) **COUNCIL COMMITTEE REPORTS AND DISCUSSION**
- 7) **ADJOURN**

Please let the City offices know if you will need any special accommodations to attend or participate in the meeting by calling (541) 899-1231.

Informational documents for items on this agenda are available for review on the City website www.jacksonvilleor.us.

A recording of the meeting will be available on the website within one week of the meeting.

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

April 7, 2020 via Teleconference due to COVID-19 Pandemic

- 1) **CALL TO ORDER (includes call to order, roll call vote) 11:00 am**
Present: Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Absent:
Staff Present: Administrator Alvis, Finance Director, City Recorder Watson and Planning Director Foster
- 2) **a. MINUTES (minutes from March 3, 2020 meeting)**
Move to: Approval of the Minutes
Motion by: Councilor Garcia
Seconded by: Councilor Bowen

Roll Call Vote:
Ayes: 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

b. BILLS LIST

March 17, 2020

Move to: Approval of the Bills List for March 17, 2020
Motion by: Councilor Casaleggio
Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

April 7, 2020

Move to: Approval of the Bills List
Motion by: Councilor Bowen
Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries
- 3) **PUBLIC COMMENT (items not on the agenda) limited to 3 minutes per speaker.**
None.
- 4) **STAFF / DEPARTMENT REPORTS**
 - a. **Admin Department** – Jeff Alvis/Stacey Bray / Angela Watson
Administrator Alvis thanks the City Council for meeting via teleconference.
Administrator Alvis speaks to:
 - Bybee Drive – paving project is out to bid. Hoping for construction to begin in late spring or early summer.

- The Senior Thrift Store, Art Presence and St Andrews church have been closed due to the COVID-19 pandemic. The City will waive one month's rent. Councilor Bowen asked a specific question regarding Bybee Dr paving project. Administrator Alvis answers.

Finance Director Bray speaks to:

- Budget Committee meeting dates are set for May 7th, if a second meeting is needed it will be May 14th, and if a third meeting is needed it will be May 21st. She also speaks to the procedure in which way the meeting will be held, depending if the COVID-19 pandemic State Executive Order is still active.
- The internal policies that have been written by the City Administrator and Finance Director due to the COVID-19 pandemic. Councilor Gregg ask if policies will be posted on the website. Finance Director Bray answers. Administrator Alvis speaks to current policy being drafted for Water Bills.

- b. Planning Department** -Ian Foster speaks to an update for the Citizen Advisory Committee and the process for the first meeting and gives an update for the Planning Commission meetings.
- c. Police Department** - Chief Towe
- d. Fire Department** – Interim Fire Chief Painter
- e. Mayor** – Paul Becker

5) ACTION / DISCUSSION ITEMS

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

a. OLCC Application – Awen Winecraft

Public Comment: None.

Council Discussion: City Recorder Watson and Administrator Alvis speaks to OLCC application presented to City Council for review.

Move to: Approval of the Application

Motion by: Councilor Lewis

Seconded by: Councilor McClain

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

b. Approval of Transient Lodging Tax Grants

Public Comment: None.

Council Discussion: Finance Director Bray speaks to Transient Lodging Tax Grant recommendations to the City Council from the Transient Lodging Tax Committee. Finance Director Bray gives update to the Peter Britt Gardens Music & Art Festival association – Hiking the Woodlands with BFO application. Due to COVID-19 this event will be postponed to 2021.

Mayor Becker ask Councilors individually if they have questions for Britt. Each Councilor answers.

Mayor Becker asks Councilors individually if they have questions for the Jacksonville Community Center. Each Councilor answers. Councilor Garcia asks specific question regarding bid timeline for the patio project. Sue Miler answers.

Mayor Becker ask Councilors individually if they have questions for the Jacksonville Chamber. Each Councilor answers.

Mayor Becker ask Councilors individually if they would like to vote on the applications as a whole or individually. Each Councilor answers Individually.

b (a) Peter Britt Gardens Music & Art Festival Association – Hiking in the Woodlands with the BFO – \$10,000

Public Comment: None.

Council Discussion: Council discusses the process for funds to this application regarding it being postponed to 2021 due to the COVID-19 pandemic. Finance Director Bray answers questions.

Move to: Approve to fully funding the application for \$10,000

Motion by: Councilor Bowen

Seconded by: Councilor Gregg

Roll Call Vote:

Ayes: 6 Councilors Bowen, Casaleggio, Gregg, Lewis, McClain and Mayor Becker

Nays: 1 Councilor Garcia

Motion Carries

b (b) Jacksonville Community Center – Complete Outdoor Patio Space - \$8,975

Public Comment: None.

Council Discussion: Council discusses following the recommendations of the Transient Lodging Committee for funding the recommended grant applications or to make changes to the recommendations and fund the Community Center Patio Space.

Move to: Funding the Jacksonville Community Center outdoor space

Motion by: Councilor Garcia

Seconded by: Councilor Casaleggio

Roll Call Vote:

Ayes: 3 Councilors Bowen, Casaleggio and Garcia

Nays: 4 Councilor Gregg, McClain, Lewis and Mayor Becker

Motion Fails

Move to: Approve the Transient Lodging Tax Committee recommendations to not fund the Jacksonville Community Center

Outdoor Patio Space

Motion by: Councilor Gregg

Seconded by: Councilor Lewis

Roll Call Vote:

Ayes: 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

b (c) Jacksonville Chamber of Commerce – New Digital Billboard Advertising - \$12,000

Public Comment: None.

Council Discussion: None.

Move to: Sustain the recommendation of the Tax Committee

Motion by: Councilor Casaleggio
Seconded by: Councilor Bowen

Roll Call Vote:
Ayes: 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

b (d) Jacksonville Chamber of Commerce – Partial Funding of 2020 Advertising Plan - \$20,870

Public Comment: None.
Council Discussion: None.

Move to: Approval of the Application
Motion by: Councilor Lewis
Seconded by: Councilor McClain

Roll Call Vote:
Ayes: 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

b (e) Jacksonville Chamber of Commerce – Hire a Videographer to Create a Video for Jacksonville - \$16,400

Public Comment: None.
Council Discussion: None.

Move to: Adoption of the Committee recommendation
Motion by: Councilor Lewis
Seconded by: Councilor Gregg

Roll Call Vote:
Ayes: 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

c. Appoint Budget Officer for FY 2020-21

Public Comment: None.
Council Discussion: Finance Director Bray speaks to local budget law and the requirements to appoint a budget officer. The City of Jacksonville code designates the City Administrator.

Move to: Approval of Jeff Alvis, City Administrator as Budget Officer
Motion by: Councilor Bowen
Seconded by: Councilor Lewis

Roll Call Vote:
Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker
Nays: 0
Motion Carries

d. Resolution No. R2020-002 – A Resolution Declaring a State of Emergency in the City of Jacksonville Caused by the Coronavirus (COVID-19) Pandemic in the State of Oregon and United States

Public Comment: None.

Council Discussion: The Mayor Reads the resolution by title. City Administrator Alvis speaks to emergency declaration. Councilor Gregg ask about Exhibit A number four. City Administrator Alvis answers.

Move to: Ratify the declaration of state of emergency Resolution No. R2020-002

Motion by: Councilor Bowen

Seconded by: Councilor Casaleggio

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

e. Britt Request: Permit Operation through October

Public Comment: None.

Council Discussion: Administrator Alvis speaks to request for extension to the City Council. Councilor Gregg asks for confirmation that all concerts are cancelled for June 2020. Administrative Alvis answers.

Move to: Approve Britt Music and Art Festival request to permit operation through October 2020 with a limit of four events during the shoulder season period.

Motion by: Councilor Lewis

Seconded by: Councilor Bowen

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

f. SDRLF Request for Additional Funds for Water Projects

Public Comment: None.

Council Discussion: Administrator Alvis speaks to process for the federal government budget and the cost change from the original estimate. Councilor Garcia asked for explanation on saved labor for the next five years. Administrator Alvis and Finance Director Bray answers.

Move to: Approve request for additional SDWRLF funds of \$315,000.

Motion by: Councilor Bowen

Seconded by: Councilor Casaleggio

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

g. Award Bid – Radio Read Meter Replacement Project

Public Comment: None.

Council Discussion: Administrator Alvis speaks to the bid from Pilot Rock Excavation.

Move to: Award Pilot Rock Excavation Inc. bid in the amount of \$763,465.00 for the Radio Meter Replacement Project

Motion by: Councilor Bowen

Seconded by: Councilor Gregg

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

h. Award Bid – 4th St., California St., Beekman Square

Public Comment: None.

Council Discussion: City Administrator speaks to Award Bid from Central Pipeline.

Move to: Award Central Pipeline bid in the amount of \$498,338.00

Motion by: Councilor Lewis

Seconded by: Councilor Casaleggio

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

i. Award Bid – Emergency Power and Pump Station Improvements

Public Comment: None.

Council Discussion: City Administrator speaks to award bid to Pair a Dice Contracting. Councilor Gregg asked if the City has used Pair a Dice Contracting before. Administrator Alvis answers.

Move to: Award Pair a Dice Contracting LLC bid in the amount of \$201,568.00 for emergency generator installation and site improvements for Laurelwood and Maryann pump stations.

Motion by: Councilor Bowen

Seconded by: Councilor Lewis

Roll Call Vote:

Ayes: : 7 Councilors Bowen, Casaleggio, Garcia, Gregg, Lewis, McClain and Mayor Becker

Nays: 0

Motion Carries

6) COUNCIL AND COMMITTEE REPORTS AND DISCUSSION

- a. Councilor Bowen: No Report.
- b. Councilor McClain: No Report. Great job to staff during this time.
- c. Councilor Casaleggio: There was be a Planning Commission meeting March 11, 2020. Chair Thomas was re-elected for President and Chair Bennington was elected as Vice President and the HARC liaison.
- d. Councilor Gregg: No Report.
- e. Councilor Garcia: No Report.
- f. Councilor Lewis: No Report.
- g. Mayor Becker: No Report.

Administrator Alvis speaks to appreciation to the City Council and discussion on Agenda items and to the future City Council meetings. Administrator Alvis also speaks to 3-year budget projections.

9) ADJOURN 12:17 PM

Paul Becker, Mayor

Angela Watson, City Recorder

Date approved: _____

CITY OF JACKSONVILLE
Bills Against the City - City Council
APRIL 21, 2020

GENERAL FUND - ADMINISTRATION DEPARTMENT

Vendor Name	Description	Amount
C & K Market Inc.	supplies for NCH	23.99
Data Center West	monthly IT services	70.89
Jarvis Dreyer Glatte & Larsen LLP	March attorney services	3,233.00
Peck Rubanoff & Hatfield	March attorney services	58.00
SASCO Fasteners	supplies for bldg maintenance	11.42
Staples Business Credit	supplies	77.33
United Rentals	equipment rental for comm. ctr.	207.90
		3,682.53

GENERAL FUND - PLANNING DEPARTMENT

Vendor Name	Description	Amount
C & K Market Inc.	planning supplies	33.85
Data Center West	monthly IT services	78.61
		112.46

FIRE PROTECTION FUND

Vendor Name	Description	Amount
Best Signs Inc.	lettering on trailer	575.00
Bob Budesza	reimbursement for keys and lock for CERT trailer	35.95
Budget Lumber	supplies for F.D.	79.80
C & K Market Inc.	F.D. supplies	17.17
C & K Market Inc.	COVID-19 supplies	48.95
Data Center West	monthly IT services	26.91
Emergency Reporting	annual subscription	2,587.60
Mercy Flights Inc.	medical supplies	599.30
		3,970.68

POLICE PROTECTION FUND

Vendor Name	Description	Amount
911 Supply	P.D. uniform shirt	53.99
Blackbird Shopping Center	supplies	17.97
C & K Market Inc.	P.D. supplies	63.95
Data Center West	monthly IT services	22.78
Ewing	landscaping @ P.D.	116.11
Galls LLC - DBA Blumenthal Uniforms	P.D. supplies	27.96
Kawasaki Honda of Medford	P.D. supplies	35.25
Quench & Drench	vehicle maintenance	33.00
		371.01

STREETS FUND

Vendor Name	Description	Amount
Alsco	Janitorial Supplies	402.16
Blackbird Shopping Center	boots for PW employee	95.96
Budget Lumber	replace barricade @ Fairfield	27.60
C & K Market Inc.	STR supplies	31.53
Cantel of Medford	plastic barricades	900.00
Dazey's - Hubbard's	lawn mower blade	45.98
Edge Construction Supply Inc.	N95 masks - supplies for COVID-19	134.00
Napa Auto Parts	wipers for backhoe	25.73
Rogue Valley Sewer Service	storm drain cleaning	520.00
		2,182.96

Vendor Name	Description	Amount
WATER FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	402.16
Auto Zone	wipers for backhoe	9.74
Bradley's Excavation Inc.	service line repair G. St & Hueners	3,819.34
C & K Market Inc.	pipe fittings	44.32
C & K Market Inc.	shop supplies	15.79
C & K Market Inc.	WTR supplies	5.99
Civil West Engineering Services Inc.	engineering for SRAMP grant	3,250.00
Civil West Engineering Services Inc.	engineering for SDWRLF	21,422.50
Data Center West	monthly IT services	25.03
Ferguson Waterworks	supplies for stock & maintenance	2,069.69
Industrial Source	CO2 for water service lines	37.32
Neilson Research Corporation	routine water testing	105.00
Pape Machinery	supplies for air compressor	242.74
Pape Machinery	supplies for backhoe	33.90
Pape Machinery	supplies for gator	241.95
Pape Machinery	supplies for excavator	788.61
Pape Machinery	supplies for vehicle & equipment maintenance	1,556.15
Pape Machinery	supplies for tractor	203.36
Pape Machinery	supplies for forklift	433.93
Rogue Valley Council of Governments	SDWRLF grant management	1,105.90
Rosebud Media LLC	pump station bid notice	635.27
Rosebud Media LLC	radio read bid notice	607.35
Rosebud Media LLC	4th st. bid notice	628.29
Valley Web Printing	monthly statements	1,302.02
		38,986.35
PARKS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	804.32
AlSCO	cleaning supplies for COVID-19	95.67
Bi-Mart	cleaning supplies COVID-19	7.16
Blackbird Shopping Center	yellowjacket traps & refills for parks Forest Park	68.93
Blackbird Shopping Center	shop supplies	29.97
Budget Lumber	screws for FD signs	131.40
C & K Market Inc.	shop supplies	39.70
C & K Market Inc.	supplies for wall at Peter Gritt Gardens	59.02
C & K Market Inc.	PKS supplies	14.00
C & K Market Inc.	pad locks for tennis / pickleball courts - COVID-19	23.99
Dazey's - Hubbard's	spray nozzles for pressure washer	27.70
Edge Construction Supply Inc.	replacement ladder	104.21
Grange Co-Op	PKS supplies	332.85
Grange Co-Op	grass seed & potting mix for F.P.	38.97
Grange Co-Op	cleaning supplies for PKS - COVID-19	26.55
Jacksonville Chamber of Commerce	VIC reimb. March 2020	3,088.08
Jacksonville Waggin' Tails Inc.	reimbursement dog park maintenance	416.37
Sunrise Environmental Scientific	sanitizer for shop COVID-19	336.42
		5,645.31
	TOTAL:	54,951.30
APPROVED BY:	DATE:	

CITY OF JACKSONVILLE Bills Against the City - City Council MAY 5, 2020		
GENERAL FUND - ADMINISTRATION DEPARTMENT		
Vendor Name	Description	Amount
Creative Marketing & Design llc	annual website map hosting software	99.00
		99.00
GENERAL FUND - PLANNING DEPARTMENT		
Vendor Name	Description	Amount
Rogue Valley Council of Governments	contract planner March 2020	1,345.93
		1,345.93
FIRE PROTECTION FUND		
Vendor Name	Description	Amount
Backdraft OPCO LLC	CAD lite for units	227.50
City of Medford	fire pumper maintenance	225.15
City of Medford	fuel March 2020	224.75
Zep Sales & Service Acuity Specialty Products Inc.	supplies for vehicle maintenance	163.18
		840.58
POLICE PROTECTION FUND		
Vendor Name	Description	Amount
911 Supply	PD uniforms	249.96
City of Medford	fuel March 2020	509.86
Connecting Point Computer Centers	computer software for PD	179.99
Rogue Shred LLC	confidential shred	76.70
		1,016.51
CEMETERY FUND		
Vendor Name	Description	Amount
Polyguard & Co.	grave liners	4,680.00
		4,680.00
STREETS FUND		
Vendor Name	Description	Amount
City of Medford	street sweeper repairs	2,055.00
Ennis-Flint Inc.	thermoplastic handicap symbols for crosswalks & parking s	2,007.40
Industrial Source	welding helmet	51.78
Mountain View Paving Inc.	sidewalk repair	500.00
Zoll's Lawn & Garden Equipment	debris shields	94.70
		4,708.88
WATER FUND		
Vendor Name	Description	Amount
Backflow Management Inc.	backflow test gauge calibration	110.00
Blue Mountain Rock	shop stock	65.00
Bradley's Excavation Inc.	water leak repairs at C St Beekman Sq. Shafer and Miner	8,938.62
Bradley's Excavation Inc.	paving for water breaks on Hueners Widean and Vintage C	4,085.50
Hach Company	water sampling	71.36
Industrial Source	carbon dioxide exchange tank for freezing water services	38.32
Motion & Flow	supplies for WTR	4.68
Mountain View Paving Inc.	asphalt patching after water break East C Shafer and Mine	1,600.00
Rogue Metals and Supply	steel to replace broken valve wrench	6.80
United Rentals	locate paint	93.43
		15,013.71
PARKS FUND		
Vendor Name	Description	Amount
Salvador's Landscape Maintenance	parks & lawn maintenance	1,370.00
United Rentals	fuel trailer	400.00
		1,770.00

Vendor Name	Description	Amount
HISTORIC PRESERVATION FUND		
Vendor Name	Description	Amount
Hedy Hutchinson	HPF grant reimbursement	15,000.00
		15,000.00
	TOTAL:	44,474.61
APPROVED BY:	DATE:	

Jacksonville City Council Agenda Item Summary



Renewal of Trolley Lease Agreement

Date: April 28, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: May 5, 2020
Agenda Item: 5a

Synopsis:

The Trolley Lease Agreement with the Chamber of Commerce expired on April 4, 2020. With the COVID-19 Pandemic, the Trolley has not been in use during the month of April. The lease agreement will be in place prior to the Trolley opening back up for tours. The term of the lease is thirty-six (36) months. The only change made to the lease agreement is the insurance limits of not less than two million (\$2,000,000) as recommended by our insurance company.

Fiscal Impact:

NA

Recommendations:

Staff recommends the approval of the Trolley Lease Agreement.

Exhibits:

Exhibit A: Trolley Lease Agreement

TROLLEY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective April 4, 2020 by and between the City of Jacksonville, an Oregon chartered city and municipal corporation ("City") and the Jacksonville Chamber of Commerce, an Oregon non-profit corporation ("Chamber") for the leasing of a motorized trolley ("Trolley") by City to Chamber. For good and valuable consideration, receipt of which is acknowledged, City hereby leases the Trolley to Chamber for the purposes of conveying passengers and conducting guided tours under the following:

1. Subject. The Trolley is a motor vehicle for the carriage of passengers, Oregon license number NM 94618, VIN number 1C9CS20S8MW077602, built by Chance, with the registered title owner being the City.

2. Term; Payment. The term of this Lease is thirty-six (36) months, beginning the effective date above and ending on April 4, 2023, unless sooner terminated under this Lease. Beginning November 1, 2020 and on each November 1 thereafter for the term of this Lease, Chamber shall pay the sum of Three Thousand U.S. Dollars (\$3,000) for the use of the Trolley. Proration on a 12-month basis shall apply to early termination of this Lease. Lease payments paid by Chamber to City under this Lease shall be held by City in a Reserve for Replacement account for the Trolley.

3. Renewal. At any time during this Lease, City and Chamber may negotiate for a renewal of this Lease on mutually agreeable terms and conditions.

4. Maintenance and Repair. Chamber shall be responsible for all routine maintenance and repair of the Trolley, provided that any repair in excess of Five Hundred Dollars (\$500) shall be prior approved by City. Should any repair estimated to cost Nine-thousand Dollars (\$9,000) or more, City may consider participation in such cost or termination of this Lease, depending on availability of City funds. Upon completion of repairs, copies of all maintenance and repair records shall be provided by Chamber to City.

5. Storage. Chamber shall provide a storage facility for the Trolley deemed adequate and secure by City for such purpose, with accessibility for designated for City staff.

6. Insurance; Indemnity. During the term of the Lease and any renewals, Chamber shall maintain automotive liability and property damage insurance for the Trolley in form and substance approved by City, in coverage limits of not less than Two Million Dollars (\$2,000,000) bodily injury/property damage per occurrence, with an endorsement naming City of Jacksonville, it's council, officers and boards, agents, volunteers, and employees shall be named as additional insured with respects to General Liability and Automobile Liability. Chamber shall indemnify and hold harmless City from any liability resulting from the use, operation, and maintenance of the Trolley and arising from the performance of this Lease.

7. Condition. Upon execution of this Lease, City and Chamber shall jointly inspect and agree upon the condition of the Trolley in writing, which writing shall be a part of this Lease.

8. Termination. City or Chamber may terminate this Lease upon 30-days' written notice to the other, with or without cause.

9. Scheduling. Chamber shall be responsible for Trolley operation scheduling, provided that the Trolley shall be available for shuttle service for public parking areas to Britt Music Festival concerts, subject to separate agreement between Chamber and Britt Festivals. Any major repair work to Trolley shall be scheduled for the months of January through April.

10. Drivers. Any Trolley driver shall hold a current, valid Oregon Class B driver's license with passenger endorsement and be qualified and able to drive in a safe and professional manner.

11. Assignment. This Lease, or any part of it, shall not be assigned by Chamber without the prior, written consent of City.

12. Severability. If any part of this Lease, not essential to its commercial purpose, is declared to be invalid, illegal or unenforceable by a forum of competent jurisdiction, the remaining parts shall remain in full force and effect. Any invalid, illegal or unenforceable part shall be replaced with a valid provision implementing the commercial purpose of this Lease.

13. Arbitration. Any dispute under this Lease shall be subject to binding arbitration by a single arbitrator with the American Arbitration Association in accordance with its rules and under the laws of the State of Oregon and held in Jackson County, Oregon. Arbitration costs shall be equally shared by the parties, neither of which shall enter the arbitrator's decision as evidence in any court proceedings.

14. Notices. Notices under this Lease shall be in writing as follows:

City: Administrator, City of Jacksonville, P.O. Box 7, Jacksonville, OR 97530 or
adminstrator@jacksonvilleor.us

Chamber: Executive Director, Jacksonville Chamber of Commerce, P.O. Box 33,
Jacksonville, OR 97530 or executivedirector@jacksonvilleoregon.org

City of Jacksonville

Jacksonville Chamber of Commerce

By: Jeff Alvis, Administrator

By: Robert Roos, President

Jacksonville City Council Agenda Item Summary



Approval for Purchase of Cardiac Monitor

Date: April 22, 2020
From: Wayne Painter, Interim Fire Chief

City Council Meeting: May 5, 2020
Agenda Item: 5b

Synopsis:

Jacksonville Fire was informed by Zoll Corporation that our current cardiac monitors, which were manufactured around the year 2000 will become obsolete in 1/2021. They cannot be updated or modernized according to the company. We are seeking to currently replace one of our Zoll monitors in this fiscal year and currently working on grants to replace our other Cardiac Monitor in the next fiscal year. The average age of citizens in Jacksonville is sixty-three years old and medical calls account for almost 64 percent of our calls. This piece of equipment is used multiple times daily and is vital for allowing us to perform our job in medical situations.

Fiscal Impact:

The cost of one new Zoll Cardiac Monitor with our trade in amounts to 32,380.06.

Recommendations:

Staff recommends approval for purchase of cardiac monitor.

Exhibits:

Exhibit A – Proposal for Cardiac Monitor



TO: Jacksonville Fire Department
 180 N 3rd Street
 Jacksonville, OR 97530

Attn: **Wayne Painter**

email: interimfirechief@jacksonvilleor.us

Tel: 541-899-7246

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 340600 V:2

DATE: April 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p>	1	\$40,020.00	\$32,816.40	\$32,816.40 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID UNTIL JUNE 30, 2020.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Jonathan Erickson
 EMS Account Executive
 509-863-6279

jerickson@zoll.com

City Council
 May 5, 2020
 Agenda Item 5b
 Exhibit A



TO: Jacksonville Fire Department
 180 N 3rd Street
 Jacksonville, OR 97530

Attn: **Wayne Painter**

email: interimfirechief@jacksonvilleor.us

Tel: 541-899-7246

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 340600 V:2

DATE: April 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02 & SpCO <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	1	\$245.00	\$168.75	\$168.75 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	1	\$845.00	\$340.28	\$340.28 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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Jonathan Erickson
 EMS Account Executive
 509-863-6279

jerickson@zoll.com



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Jacksonville Fire Department
 180 N 3rd Street
 Jacksonville, OR 97530

Attn: **Wayne Painter**

email: interimfirechief@jacksonvilleor.us

Tel: 541-899-7246

QUOTATION 340600 V:2

DATE: April 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8 0 0 0 - 0 8 9 5	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$133.88	\$133.88 *	
5	8 0 0 0 - 0 5 8 0 - 0 1	Six hour rechargeable Smart battery	1	\$519.75	\$420.75	\$420.75 *	
6	5 0 0 1 - 9 9 2 8	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	1		(\$1,500.00)	(\$1,500.00) **	
<p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>**Trade value guaranteed only through June 30, 2020.</p>							
						TOTAL	\$32,380.06

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Jonathan Erickson
 EMS Account Executive
 509-863-6279

jerickson@zoll.com

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Jacksonville City Council Agenda Item Summary



Committee for Citizen Involvement Appointment

Date: April 28, 2020
From: Ian Foster, Planning Director

City Council Meeting: May 5, 2020
Agenda Item: 5c

Synopsis:

There is a vacancy on the Committee for Citizen Involvement (CCI). The City posted applications in January, 2020 and left the application window open until the position is filled. The City received three applications for the position.

Fiscal Impact:

NA

Recommendations:

Appoint one of the three applicants to the CCI.

Exhibits:

Exhibit A: CCI application received from John Jorgenson on January 21, 2020

Exhibit B: CCI application received from Beth Lindsay on January 23, 2020

Exhibit C: CCI application received from Jocie Wall on March 30, 2020



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

City Office • 206 N 5th Street • Jacksonville, OR 97530

PLEASE NOTE:

- CCI Members are required to be Jacksonville residents.
- The term of membership shall be for four years, on an overlapping basis.
- The Jacksonville City Council appoints members to the CCI

Name: John w Jargenson
First Middle Initial Last

Home address:

Mailing address: _____
Street City Zip

Day Phone: ^{cell} Evening phone:

Email Address:

Preferred Form of Contact: cell

Are you a Jacksonville Resident? Yes No \Rightarrow If yes, how long? 2.5 years

Are you a registered voter? Yes No

Occupation: N/A Place of employment: _____

Business address: _____

Are you currently serving on any other board, committee, or commission? If so, please list them here:
Jacksonville Boosters Foundation, Vineyard View HOA

How did you hear about the above vacancy?
 Newspaper ad Newspaper article Radio/TV Mail notice
 Word of mouth Board/Commission/Committee member Internet

RECEIVED
JAN 21 2020
CITY OF JACKSONVILLE

Over \Rightarrow

For more information please call the City Office 541-899-1231
Return this application to the City Office, 206 N 5th Street, Jacksonville, OR 97530

City Council
May 5, 2020
Agenda Item 5c
Exhibit A

Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

1. What experiences/training/qualifications do you have for this committee? Please list skills or knowledge that would be relevant to this committee.

I recently served on the Citizens Advisory Committee to revise Chapter One of the Comprehensive plan, the Civic Engagement Element.

I have a retail marketing and operations background developing and operating gasoline and convenience locations for 7-Eleven, Circle K and Chevron. I have successfully worked with planning commissions and neighborhood groups in several different cities.

I have lived and worked in more than 16 unique communities though out the US and have experienced a wide variety of community planning efforts and results.

My experience working in a retail and customer focused organizations will help me provide a good sounding board and I hope to challenge the team to make the best decisions for all citizens of Jacksonville.

2. Why are you interested in serving on this committee?

My family relocated to Jacksonville in 2017 and we really enjoy the results of the folks who have made this such and wonderful community. Given my experience and status as a retired professional I believe it's my duty to give back and assist in making this an even better area to live.

3. Briefly describe your relevant community groups and activities.

I currently serve as a board member of the Valley view HOA and serve on the board of the Jacksonville Boosters Foundation. In my working life I was a major fundraiser for several national and local charities including Children's Miracle Network, Susan G Komen, St Jude's and many others.

I also served as a flag football coach for a dozen years in Orange County California.

4. What community topics concern you that relate to this committee? Why do you want to become a member?

I do not have any topic or issue related to the committee at this time. I believe it's imperative that citizens become involved in their community and take ownership of the results.

5. Please describe how you see the function of this committee.

I see that the function and duty of the committee is to ensure that the citizens of Jacksonville have an opportunity to provide input on the planning process and to eliminate any barriers that might prohibit their involvement.

6. List any organizations, boards, committees or professional associations of which you are a member.

I serve as a board member of the Valley View HOA and serve on the board of the Jacksonville Boosters Foundation.

7. Is there any other information related to your serving as a member of this committee that you would like to tell us?

I am looking forward to the opportunity to serve the citizens of the City Jacksonville.

8. This committee generally meets once a month in the evenings. The meeting are usually two hours. Are you able to meet this time commitment? Yes.



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Jacksonville, its officers, agents, and employees, in regard to this exchange of information. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Jacksonville. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Jacksonville, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Jacksonville including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Jacksonville.

Applicant Signature: _____

Date: 1/21/20

**Please Return this application
no later than 12 noon on (12/30/19)**

City of Jacksonville
206 North 5th Street
P.O. Box 7
Jacksonville, Oregon 97530



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

City Office • 206 N 5th Street • Jacksonville, OR 97530

PLEASE NOTE:

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- The term of membership shall be for four years, on an overlapping basis.
- The Jacksonville City Council appoints members to the CCI

Name: Beth A. Lindsay
First Middle Initial Last

Home address: _____
Street City Zip

Mailing address: _____
Street City Zip

Day Phone: _____ Evening phone: (same)

Email Address: _____

Preferred Form of Contact: email or text

Are you a Jacksonville Resident? Yes No \Rightarrow If yes, how long? 1 yr @ Miner's Way;
12 yrs in Sterling Creek Rd., Jville

Are you a registered voter? Yes No

Occupation: Retired Bus. Exec. Place of employment: Harry + David - 7 yr - Exec. Off.
Printing (Commercial) Exec
25 yrs.

Business address: n/a

Are you currently serving on any other board, committee, or commission? If so, please list them here:
United Way of Jackson County, Executive Committee member
+ Board member - until June 2020.

How did you hear about the above vacancy?
 Newspaper ad Newspaper article Radio/TV Mail notice
 Word of mouth Board/Commission/Committee member Internet
 Posting on bulletin board by Post Office

RECEIVED
JAN 23 2020 Over \Rightarrow
CITY OF JACKSONVILLE



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

Please print or type:

1. What experiences/training/qualifications do you have for this committee? Please list skills or knowledge that would be relevant to this Committee:

Planning Commission member - Merced, CA.
Co-Chair Economic Development Commission -
Chamber of Commerce member/officer - Merced, CA +
Medford, OR

2. Why are you interested in serving on this committee?

Desired to assist our city, feel my executive experience, Planning Commission experience + economic development experience may be helpful experience.

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not disqualify you from consideration.)

Have been involved w/ citizen committees, planning commissions + economic development commissions in the previous communities where I have resided. Prior member of Chamber of Commerce in Merced, CA +

4. What community topics concern you that relate to this committee? Why do you want to become a member?

Like to be involved with + assist City leadership with any projects, decisions etc. my business experience also helps with being fact based, objective + non-emotional. Medford, OR, while working.

5. Please describe how you see the function of this committee.

To assist our city leadership with their decision-making process with regards to the planning process.

6. List any organizations, boards, committees or professional associations of which you are a member.

Currently only Executive Committee r Board member of the Jackson County United Way until June,

7. Is there any other information related to your serving as a member of this committee that you would like to tell us?

Just my experience on Planning + Economic Development + Citizen Committees in previous cities where I have lived.

8. This committee generally meets once a month in the evenings. The meetings are usually two hours. Are you able to meet this time commitment? Yes No

Comments: _____



**Application for the City of Jacksonville
Committee for Citizen Involvement (CCI)**

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Jacksonville, its officers, agents, and employees, in regard to this exchange of information. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Jacksonville. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Jacksonville, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Jacksonville including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Jacksonville.

Applicant Signature: Beeth Lindsay Date: 1.22.2020

**Please Return this application
no later than 12 noon on (12/30/19)**

City of Jacksonville
206 North 5th Street
P.O. Box 7
Jacksonville, Oregon 97530



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

About the Committee for Citizen Involvement

The requirements for the Committee for Citizen Involvement (CCI) are included in Chapter 1 of the City's Comprehensive Plan, *Citizen Involvement*. The Goal in the Citizen Involvement Chapter is, "to provide opportunity for the citizens of Jacksonville to be involved in the ongoing city planning process."

To achieve this goal, the city adopted Policy 1: "The City of Jacksonville shall support and maintain an effective Citizen Involvement Program in order to ensure that all citizens are afforded the opportunity to participate in the City's programs and decision-making processes."

Criteria for Appointment

Membership on city committees and commissions is open to all interested citizens subject to the qualifications determined by the Jacksonville City Council. There shall be no discrimination of applicants based on race, color, religion, sex, age, national origin, physical or mental disability, marital status, family status, status as a Vietnam-era or special disabled veteran, or membership in any other group protected by law in accordance with applicable federal, state, and local laws.

Preference shall be given to those with backgrounds in municipal operations, land use, administration; or community outreach.

The CCI must provide timely direction to Citizen Advisory Committees, and reports to the Jacksonville City Council. Failure to do so may result in removal from the CCI.

Applicants shall have demonstrated effective communication and working relationships with other committee members and commissions, the Jacksonville City Council, and staff.

Applicants shall demonstrate an ability to navigate complex issues, respect the diversity of interests of all parties.

Applicants shall demonstrate and encourage flexibility, and consider perspectives of non-participating citizens and interest groups.

General Conditions for Appointment

The members shall reside, work in, own property, or own a business within the Jacksonville Urban Growth Boundary.

All members shall serve without compensation.

Failure of any member to attend three consecutive meetings; misconduct; or nonperformance of duty, shall be cause for removal by the City Council.

The CCI shall have no authority to make any expenditures on behalf of the city or to obligate the city for payments of sums of money.



Application for the City of Jacksonville
Committee for Citizen Involvement (CCI)

City Office • 206 N 5th Street • Jacksonville, OR 97530

PLEASE NOTE:

- CCI Members are required to be Jacksonville residents.
- The term of membership shall be for four years, on an overlapping basis.
- The Jacksonville City Council appoints members to the CCI

Name: JOCIE WALL
First Middle Initial Last

Home address: [Redacted]
Street City Zip

Mailing address: [Redacted]
City Zip

Day Phone: [Redacted] Evening phone: _____

Email Address: [Redacted]

Preferred Form of Contact: Email

Are you a Jacksonville Resident? Yes No ⇨ If yes, how long? 20 Years

Are you a registered voter? Yes No

Occupation: Self Employed Place of employment: Wall Enterprises

Business address: Medford Oregon

Are you currently serving on any other board, committee, or commission? If so, please list them here:

Serving on Firewise board for Rich Gulch Neighborhood

How did you hear about the above vacancy?

- Newspaper ad Newspaper article Radio/TV Mail notice
 Word of mouth Board/Commission/Committee member Internet

Bulletin Board @ Post Office

RECEIVED
MAY 30 2020
CITY OF JACKSONVILLE

Over ⇨



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

Please print or type:

1. What experiences/training/qualifications do you have for this committee? Please list skills or knowledge that would be relevant to this Committee:
City Councilor during which time I advocated and studied the value of re-instating our Committee for Citizen Involvement. I'm well versed with our Comprehensive Plan, codes, committees and commissions. I am a great team member, study facts and am an excellent problem solver.
2. Why are you interested in serving on this committee?
I applied several years ago and have attended many of the CCI meetings. I continue to value and encourage citizen involvement within our community and neighborhoods. I believe that central to a healthy and growing community are the involvement of citizens in our planning process, committees and commissions.
3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not disqualify you from consideration.)
I am on the fire wise board for Rich Gulch Neighborhood, working with the largest neighborhood within our city. I am passionate about protecting our homes, businesses, families and woodlands from fire. As a board we promote knowing one another and developing great emergency response resources within our community and ways to practice and share fire wise knowledge.
4. What community topics concern you that relate to this committee? Why do you want to become a member?
All aspects and responsibilities and duties of the CCI are of interest to me. I don't have a topic of concern, rather I am interested in working in consensus with the City, City Council and the members of the CCI
5. Please describe how you see the function of this committee.
As described in the newly adopted Chapter 1 of the Comprehensive Plan for the city of Jacksonville.
6. List any organizations, boards, committees or professional associations of which you are a member
Fire wise for the Rich Gulch Neighborhood
7. Is there any other information related to your serving as a member of this committee that you would like to tell us?
I respect and honor the responsibilities and duties of ~~the~~ this committee and look forwards to serving the city.
8. This committee generally meets once a month in the evenings. The meetings are usually two hours. Are you able to meet this time commitment? Yes No



Application for the City of Jacksonville Committee for Citizen Involvement (CCI)

Comments: _____

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Jacksonville, its officers, agents, and employees, in regard to this exchange of information. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Jacksonville. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Jacksonville, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Jacksonville including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Jacksonville.

Applicant Signature: _____

Date: March 30, 2020

**Please Return this application
no later than 12 noon on (12/30/19)**

City of Jacksonville
206 North 5th Street
P.O. Box 7
Jacksonville, Oregon 97530

Jacksonville City Council Agenda Item Summary



Flexible Service Maintenance Agreement with ODOT

Date: April 28, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: May 5, 2020
Agenda Item: 5d

Synopsis:

City staff has been working cooperatively with ODOT to implement an Agreement whereby each entity may assist the other with road and highway maintenance services. ODOT may request maintenance services from the City on an as-needed basis for work performed on State-owned and maintained highways and highway right of way; and the City may request services from ODOT on an as-needed basis for work performed on City-owned and maintained roads. In both of these scenarios the entity performing the work will be reimbursed by the requesting entity for services provided.

This Flexible Service Maintenance Agreement has been reviewed by the City Attorney and comes before Council for approval.

Fiscal Impact:

N/A

Recommendations:

Staff recommends Council approve the Flexible Service Maintenance Agreement with ODOT.

Exhibits:

Exhibit A – Flexible Service Maintenance Agreement

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Jacksonville

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the City of Jacksonville, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#), [366.574](#) and [366.576](#), State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services including. patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, drainage, purchase of de-icer and purchase of liquid asphalt.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.
4. The total financial obligation for both Parties will not exceed \$374,000 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

SCOPE OF WORK

1. State's District 8 Manager or Transportation maintenance Manager, or designee may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's District 8 Manager or designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained roads. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the City Administrator or his designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 3 Agreement Coordinator, 3500 NW Stewart Parkway, Roseburg, Oregon 97470.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.

5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to City of Jacksonville, City Administrator, PO Box 33, Jacksonville, Oregon 97530, 541-899-8118.
2. Under no condition shall Agency's total obligation for payments exceed \$187,000 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, District 8 Manager, 100 Antelope Road, White City, Oregon 97503, 541-774-6355.
2. Under no condition shall State's total obligation for payments exceed \$187,000 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency

shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by State's District 8 Manager, 100 Antelope Road, White City, Oregon 97503, or assigned designee upon individuals absence.
5. The Work Order Authorization form for Agency may be signed by Agency's City Administrator, PO Box 7, Jacksonville, Oregon 97530, or assigned designee upon individuals absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.

5. The entity providing the equipment (“provider”) shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided “as is”, with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner’s shop or maintenance yard, and end when the equipment and operator return to the owner’s shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user’s possession.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:
 - a. Each Party shall ensure that the services it provides under this Agreement (“Services”) comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 (“MG 100-107”), MG144-03 (“MG144-03”), and MG Activities-2 (“MG Activities-2”).

- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals, except as otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.
- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.
- d. **When ODOT is providing Services to Agency under this Agreement:**
 - i. **Prior to Agency's issuance of a Work Order Authorization, Agency shall exercise reasonable efforts to identify if the Services may include an alteration under the ADA as set forth in MG100-107 ("Alteration") and thereby trigger additional modifications to the facility in order to comply with the ADA ("ADA Modifications").** If Agency determines that the Services may include an Alteration, Agency shall not issue the Work Order Authorization until:
 - A. Agency has completed the ADA Modifications, or
 - B. After obtaining ODOT's concurrence, the Parties include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.
 - ii. After the Agency's issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under Agency's jurisdiction may include an Alteration, ODOT shall immediately notify Agency. After such notification is provided:

- A. If Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) the Parties have amended the Work Order Authorization to include the ADA Modifications in the scope of the Services, or (b) the Agency has completed the ADA Modifications.
 - B. If Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) the Parties may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.
 - C. Notwithstanding GENERAL PROVISIONS, Paragraphs 9, 10 and 11, if Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may include an Alteration, AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY'S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT'S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.
- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT's standards and processes for design, alteration, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
 - iv. Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
 - v. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
 - A. Pedestrian access is maintained as required by the ADA,

- B. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - C. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
 - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in Subsection d.v above shall survive termination of this Agreement.
- e. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
- i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 8 Office located at 100 Antelope Road, White City, OR 97503 during regular business hours, or at the following locations online:
 - MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2:
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
 - ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
2. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.

3. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
4. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
7. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.

8. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
9. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
10. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
11. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
13. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
14. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
15. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF JACKSONVILLE, by and
through its elected officials

By _____

Title _____

By _____

Title _____

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Jeff Alvis
City Administrator
PO Box 33
Jacksonville, OR 97530
541-899-8118
administrator@jacksonville.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____

Region 3 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Traffic-Roadway Manager

Date _____

By _____

District 8 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Matthew Shoop Via-email

Assistant Attorney General

Date 3/9/2020

State Contact:

Jerry Marmon
District 8 Manager
100 Antelope Road
White City, OR 97503
541-774-6355
Jerry.marmon@odot.state.or.us

EXHIBIT A

WORK ORDER AUTHORIZATION

State Requesting to Perform Work

Requesting State to Perform Work

Agreement No. 34025 Work Order No.

Under the terms of Agreement No. 34025 between the Oregon Department of Transportation (State) and Agency, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: Flexible Maintenance Services

State District 8 Manager: Agency City Manager

Total Authorized Amt. this Work Order \$ Expenditure Acct. No.:

Work Order Start Date: Work Order End Date:

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- Patching (100-102, 107-108) Shouldering (111-112, 119) Ditching (120) Sweeping (116-117)
 Vegetation Control (131) Striping (140-141, 147) Winter Maintenance (170-171, 179-181, 192)
 Brushing (132-133) Signing (142-143) Landscaping (136) Drainage (121) Guardrail Repair (151) Bridge Repair (163, 169) Hazardous Material Spills (149) Equipment Rental (specify equipment)

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's _____ (approp. title) Date

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title Date

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Asst. Attorney General Date

cc: District # 8 Manager or Transportation Maint. Mgr.
State's Work Order Coordinator
Central Services, Procurement Office (OPO) for Agreement File

EXHIBIT A Work Order – Local Agency Rev. 04-08-2008

Jacksonville City Council Agenda Item Summary



Resolution No. R2020-003 – A Resolution of the City of Jacksonville Ratifying the Mayor’s Administrative Order Dated April 30, 2020 Extending a Local State of Emergency in the City of Jacksonville as a Result of COVID-19

Date: April 28, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: May 5, 2020
Agenda Item: 5e

Synopsis:

On April 7, 2020, the City Council ratified the Mayor’s Administrative Order of March 17, 2020 declaring a local state of emergency and affirmed the Mayor’s authority to extend the local state of emergency in two-week increments.

The Mayor signed an Administrative Order on April 30, 2020 to extend the local state of emergency to May 13, 2020.

Resolution No. R2020-003 comes to Council to ratify the Administrative Order of April 30, 2020.

Fiscal Impact:

NA

Recommendations:

Approval of Resolution No. R2020-003

Exhibits:

Exhibit A: Resolution No. R2020-003

RESOLUTION NO. R2020-003

A RESOLUTION OF THE CITY OF JACKSONVILLE RATIFYING THE MAYOR'S ADMINISTRATIVE ORDER DATED APRIL 30, 2020 EXTENDING A LOCAL STATE OF EMERGENCY IN THE CITY OF JACKSONVILLE AS A RESULT OF COVID-19 PANDEMIC

RECITALS:

- A. Declarations of Emergency may be declared by the Mayor pursuant to Jacksonville Emergency Operations Plan Section II(a) and Ordinance No. 538, Section 2, subject to ratification by the City Council. Such Declaration was approved by the Mayor, pursuant to EOP and Ordinance No. 538.
- B. On March 17, 2020, the Mayor of the City of Jacksonville declared a local state of emergency due to the COVID-19 Pandemic to be in effect through April 30, 2020.
- C. On April 7, 2020, the City Council for the City of Jacksonville ratified said Administrative Order by Resolution No. **R2020-002** and affirmed the Mayor's authority to extend the local state of emergency in two-week increments.
- D. On April 30, 2020, the Mayor of the City of Jacksonville declared an extension of the local state of emergency due to the COVID-19 Pandemic to May 13, 2020.
- C. The City Council of the City of Jacksonville is in full agreement with the Administrative Order Extending the local state of emergency through May 13, 2020, and all the contents thereof.

NOW THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE CITY COUNCIL AS FOLLOWS:

Section 1. The Mayor's Administrative Order dated April 30, 2020 Extending the Local State of Emergency in the City of Jacksonville as a Result of COVID-19 Pandemic to May 13, 2020, attached hereto as Exhibit "A", is hereby ratified.

City Council
May 5, 2020
Agenda Item 5e
Exhibit A

APPROVED by the Jacksonville City Council at the meeting this 5th day of May, 2020.

City of Jacksonville, Oregon

By: _____
Paul Becker, Mayor

Attest:

By: _____
Angela Watson, City Recorder

Exhibit A: Administrative Order by the Mayor of the City of Jacksonville dated April 30, 2020

ADMINISTRATIVE ORDER

April 30, 2020

By the Mayor of the City of Jacksonville

Extending Declaration of a Local State of Emergency due to COVID-19

The Mayor of the City of Jacksonville finds that:

- a. On March 8, 2020 Governor Kate Brown declared a State of Emergency due to the COVID-19 (Executive Order No. 20-03). Governor Brown also issued guidelines regarding group gatherings and social distancing to alleviate possible impacts of COVID-19 (Executive Order No. 20-5). On March 13, 2020 President Donald Trump declared a National Emergency concerning COVID-19. On March 23 Governor Kate Brown ordered Oregonians to “Stay Home, Save Lives” (Executive Order No. 20-12) directing individuals to stay home to the greatest extent possible, ordering closure of certain businesses, and requiring social distancing measures for other public and private facilities.
- b. COVID-19 requires significant amount of resources at the local level to keep the public and community informed and as safe as possible.
- c. The unknown duration of the COVID-19 may have a **significant** financial impact on the community.
- d. The primary focus at the City is to keep the community safe while maintaining the health of our workforce so the City can continue to provide crucial city services, and to alleviate impacts to residents and business owners within the City of Jacksonville.
- e. Pursuant to ORS 401.309(1), the governing body of a city may declare, by ordinance or resolution, that a state of emergency exists within the city.
- f. On March 17, 2020, the Mayor issued an Administrative Order Declaring a State of Emergency in the City of Jacksonville to be in effect until April 30, 2020, with authority to extend in two-week increments.

- g. On April 7, 2020, the City Council for the City of Jacksonville ratified said Administrative Order by Resolution No. **R2020-002** and affirmed the Mayor's authority to extend the local state of emergency in two-week increments.
- h. As of April 30, 2020, the Governor's restrictions regarding group gatherings, public meetings, social distancing, and essential services remain in effect.

Now, therefore, based on the above findings, the Mayor of the City of Jacksonville declares that:

1. This Declaration of Local Emergency in effect through April 30, 2020 shall be extended to May 13, 2020.

Dated April 30, 2020



Mayor, City of Jacksonville, Oregon

Ratified by City Council action on _____, 2020

Recorder, City of Jacksonville, Oregon

Jacksonville City Council Agenda Item Summary



Award Bid – Bybee Drive Improvements

Date: April 30, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: May 5, 2020
Agenda Item: 5f

Synopsis:

Bids have been received for paving the section of Bybee Drive. There were seven bids received:

- | | |
|---------------------------------|-----------------------|
| 1. Pilot Rock Excavation, Inc. | \$97,257.00 (low bid) |
| 2. MC Carlton Contracting, Inc. | \$112,984.40 |
| 3. Pair-A-Dice Contracting, LLC | \$119,569.00 |
| 4. Central Pipeline, Inc. | \$129,009.00 |
| 5. Ledford Construction, Inc. | \$142,368.00 |
| 6. Knife River Materials, Inc. | \$145,096.00 |
| 7. KOGAP Enterprises, Inc. | \$156,901.00 |

Engineer's Estimate	\$105,985.50
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Fiscal Impact:

The majority of the cost will be reimbursed through property owner development.

Recommendations:

Award Pilot Rock Excavation bid in the amount of \$97,257.00 for Bybee Drive Improvements.

Exhibits:

Exhibit A – Engineer's Recommendation of Award



CIVIL
 •
 STRUCTURAL
 •
 PLANNING

Medford OR 97501
 304 South Holly St.
 (541) 772-5807
 kas@kasinc.com

Grants Pass OR 97527
 1867 Williams Hwy., STE 222
 (541) 479-5801
 kas@kasinc.com

April 30, 2020

To: Jeff Alvis
 City Administrator
 City of Jacksonville, Oregon

Re: Bybee Drive Improvements
 City of Jacksonville
 Project No.: J19-004

From: Scott D. Pingle, P.E.
 City Engineer

Bids Received:

<u>Bidder</u>	<u>Amount</u>
Pilot Rock Excavation, Inc.	\$ 97,257.00
MC Carlton Contracting, Inc.	\$ 112,984.40
Pair-A-Dice Contracting, LLC	\$ 119,569.00
Central Pipeline, Inc.	\$ 129,009.00
Ledford Construction, Inc.	\$ 142,368.00
Knife River Materials, Inc.	\$ 145,096.00
KOGAP Enterprises, Inc.	\$ 156,901.00
<i>Engineer's Estimate</i>	<i>\$ 105,985.50</i>

This Contract is based upon Pay Items with a Unit Price and an Estimated Quantity. Section 00140.30 and Section 00195.00 of the General Conditions makes it very clear that the Agency may make Changes in the Work and will only pay for the actual quantities of each Pay Item incorporated into the Work. Please see the attached Bid Tab for cost breakdowns by each contractor.

Pilot Rock Excavation, Inc. is the low bidder at \$97,257.00. I have spoken with Mike at Pilot Rock Excavation, Inc. and he is confident with his numbers and is ready to proceed with the project. The individual pay items appear to be reasonable and nothing has been obviously missed. It is a good and sound bid.

It is recommended that the Contract be awarded to the low bidder, Pilot Rock Excavation, Inc.