



CITY OF JACKSONVILLE
CITY COUNCIL AGENDA

CITY COUNCIL
City Council Meeting

September 1, 2020
6:00 pm

OLD CITY HALL IS CLOSED TO THE PUBLIC
PUBLIC MAY ATTEND THE MEETING VIRTUALLY VIA PHONE OR COMPUTER
Dial into the Meeting – (844) 890-7777 Access Code: 247-063-431*
Join the online meeting: <https://join.startmeeting.com/cityofjacksonville>
Online meeting ID: cityofjacksonville

For those wishing to provide comment during the meeting, there are five opportunities on the agenda:
Public Comment; and

Action Item 5(a) Art Presence Lease Renewal
Action Item 5(b) Fire Department Conflagration Deployment
Action Item 5(d) 2020 Organizational Chart
Action Item 5(e) Resolution No. R2020-014

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, August 31st. These statements will be included in the official meeting record, but not read during the meeting.

- 1) **CALL TO ORDER**
- 2) **a. MINUTES**
August 4, 2020

b. BILLS LIST
August 18, 2020
September 1, 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 at this time. There will be a prompt that a Q & A Session has begun. 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**
 - a. Art Presence Lease Renewal
 - b. Fire Department Conflagration Deployment
 - c. Accept Bid for MEP (Mechanical, Electrical, Plumbing) Engineering – Fire Hall
 - d. 2020 Organizational Chart
 - e. Resolution No. R2020-014 – A Resolution Authorizing the Budget Allocation for the 2020 Historic Preservation Fund Grant Program Cycle for the City of Jacksonville
- 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>.

August 4, 2020 NCH and via Teleconference due to COVID-19 Pandemic

1) **CALL TO ORDER (includes call to order and roll call of attendees) 12:00 pm**

Present: Councilors Bowen, Casaleggio, McClain, Lewis, Garcia (via conference call), Gregg (via conference call), and Mayor Becker

Absent:

Staff Present: Administrator Alvis, Finance Director Bray and Recorder Watson

2) **a. MINUTES (minutes from July 21, 2020 meeting)**

Move to: Approval of the minutes for July 21, 2020

Motion by: Councilor McClain

Seconded by: Councilor Casaleggio

Roll Call Vote:

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

Motion Carries

b. BILLS LIST

August 4, 2020

Move to: Approval of the bills list for August 4, 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 Unanimously

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 speaks to:

- ODOT and the ADA Ramps.
- Invited Council to come look at the new elevator and tour the 2nd floor and attend an award ceremony on August 7th at 11:00 am. Councilor Bowen ask how the new outdoor elevator works. Administrator Alvis answers.

Finance Director Bray speaks to preparing for Audit.

b. Planning Department -Ian Foster

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. **Resolution No. R2020-013 – A Resolution of the City of Jacksonville Authorizing a Grant from the Seismic Rehabilitation Grant Program by Entering into a Grant Contract with the Oregon Infrastructure Finance Authority**

Public Comment: None.

Councilor Discussion: Mayor Becker reads the Resolution by title only.

Motion to: Adoption of Resolution No. R2020-013

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 Unanimously

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

- a. Councilor Bowen: CCI will meet again.
- b. Councilor McClain: No Report.
- c. Councilor Casaleggio: Recaps the Planning Commission meeting
- d. Councilor Gregg: No Report.
- e. Councilor Garcia: Parks and Visitor Services Committee will me tomorrow at Pheasant Meadows Park, 5pm.
- f. Councilor Lewis: No Report.
- g. Mayor Becker: No Report.

9) **ADJOURN: 12:11 pm**

Paul Becker, Mayor

Angela Watson, City Recorder

Date approved: _____

CITY OF JACKSONVILLE
Bills Against the City - City Council
AUGUST 18, 2020

GENERAL FUND - ADMINISTRATION DEPARTMENT

Vendor Name	Description	Amount
C & K Market Inc.	NCH supplies	1.59
Ferguson #3021 #3077	supplies for Beekman house	27.67
Jarvis Dreyer Glatte & Larsen LLP	July attorney services	2,327.50
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	1,250.00
Medford Builders Exchange A Inc.	plans for PRR	67.50
Rosebud Media LLC	open position posting	138.39
Sherwin-Williams	supplies for Beekman House	58.88
Staples Business Credit	office supplies for new fiscal year	135.12
Staples Business Credit	face masks - COVID-19	154.20
WCP Solutions	paper for offices	81.60
		4,242.45

GENERAL FUND - PLANNING DEPARTMENT

Vendor Name	Description	Amount
C & K Market Inc.	planning supplies	26.86
Staples Business Credit	supplies	79.26
WCP Solutions	paper for offices	40.80
		146.92

FIRE PROTECTION FUND

Vendor Name	Description	Amount
AlSCO	janitorial supplies	66.18
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	892.86
Mercy Flights Inc.	medical supplies	361.30
		1,320.34

POLICE PROTECTION FUND

Vendor Name	Description	Amount
CDW Government	touch pad for MDC's	242.14
Central Point Cleaners	pd uniform cleaning	84.50
Dick's Wrecker Service	flat tire change	70.00
Galls LLC - DBA Blumenthal Uniforms	supplies	123.95
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	446.43
Quill Corporation	supplies	132.44
Stewart Media	police car lettering unit #4503	340.00
		1,439.46

CEMETERY FUND

Vendor Name	Description	Amount
C & K Market Inc.	supplies for leak repair	19.98
		19.98

STREETS FUND

Vendor Name	Description	Amount
Advantage Tire	front tires for gator	238.00
AlSCO	Janitorial Supplies	267.31
C & K Market Inc.	supplies for fixing trash barrels	48.81
Crater Chain Saw Co.	weed eater string shop supplies	47.85
Edge Construction Supply Inc.	safety supplies	32.49
Hilton Fuel & Supply	branches and woody debris disposal	20.00
KAS & Associates Inc.	engineering SCA overlay	482.50
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	892.86
Rodda Paint	glass beads for street painting	32.10
Sherwin-Williams	white traffic paint	87.00
		2,148.92

Vendor Name	Description	Amount
WATER FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	267.32
American Water Works Association	annual dues	366.00
C & K Market Inc.	Bybee sprinkler repairs	54.10
Civil West Engineering Services Inc.	SRAMP engineering	4,882.50
Civil West Engineering Services Inc.	SDWRLF engineering	24,121.50
Control Systems NW LLC	work on telemetry	50.00
Dazey's - Hubbard's	shop supplies	49.49
Don's Lock LLC	water system locks	160.20
Ferguson Waterworks	meter resetters	3,767.70
Ferguson Waterworks	water parts/supplies	393.62
Ferguson Waterworks	shop supplies	1,384.94
H.D. Fowler	shop supplies	21.26
Industrial Source	shop supplies	74.64
KAS & Associates Inc.	engineering 7th St.	90.00
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	892.85
Medford Tools JBJ Inc.	hole saw for drilling meter box lids	10.44
Neilson Research Corporation	stage 2 DBPs	240.00
Neilson Research Corporation	routine water testing	175.00
Pacific Electrical Contractors Inc.	pump maintenance - madrona	220.00
Rogue Valley Backflow Service	backflow testing	2,514.00
Springbrook Holding Company LLC	sensus integration for SDWRLF meter project	2,028.00
Staples Business Credit	supplies	42.63
WCP Solutions	paper for offices	40.80
		41,846.99
PARKS FUND		
Vendor Name	Description	Amount
AlSCO	Janitorial Supplies	534.63
C & K Market Inc.	shop supplies	1.40
C & K Market Inc.	face masks - COVID-19	19.98
Crater Chain Saw Co.	shop tools	23.90
Edge Construction Supply Inc.	cleaning supplies	8.69
Edge Construction Supply Inc.	shop/safety supplies	60.10
Grange Co-Op	shop/supplies	407.25
Hilton Fuel & Supply	bark for arboretum	130.00
Jacksonville Chamber of Commerce	TLT reimb. grant #GC02-022019-20	750.00
Jacksonville Chamber of Commerce	VIC reimbursement July 2020	2,363.43
KDP Certified Public Accountants LLP	progress billing FY 2019-20 Audit	625.00
Neathamer Surveying Inc.	project coordination for boundary agreement	385.00
Parr Lumber Co.	bench repair @ Pheasant Meadow Park	244.48
Rogue Pacific Lumber Co.	supplies for FP kiosk-JWA grant	1,334.42
Zoll's Lawn & Garden Equipment	shop supplies	56.40
		6,944.68
SDC FUND		
Vendor Name	Description	Amount
Neathamer Surveying Inc.	Bybee Dr. improvements	4,248.75
		4,248.75
CAPITAL PROJECT FUND		
Vendor Name	Description	Amount
Rogue Valley Council of Governments	RFP assistance SRGP grant	213.63
		213.63

Vendor Name	Description	Amount
	TOTAL:	62,572.12
APPROVED BY:	DATE:	

Table of Acronyms	
FP =	Forest Park
HPF =	Historic Preservation Fund
JWA =	Jacksonville Woodlands Association
NCH =	New City Hall
PKS =	Parks
PRR =	Public Records Request
ROW =	Right of Way
SAFER =	Staffing for Adequate Fire and Emergency Response
SCADA =	Supervisory Controlled and Data Acquisition (part of Telemetry)
SDWRLF =	Safe Drinking Water Revolving Loan Fund
SRGP =	Seismic Rehabilitation Grant Program
SRAMP =	Seismic Risk Assessment and Mitigation Plan
SCA =	Small Cities Allotment
STR =	Streets
TLT =	Transient Lodging Tax
VIC =	Visitors Information Center

**CITY OF JACKSONVILLE
Bills Against the City - City Council
SEPTEMBER 1, 2020**

GENERAL FUND - ADMINISTRATION DEPARTMENT		
Vendor Name	Description	Amount
C & S Fire-Safe Services LLC	annual fire alarm inspection	499.00
Don's Lock, LLC	keys for NCH 2nd floor	127.00
		626.00
GENERAL FUND - PLANNING DEPARTMENT		
Vendor Name	Description	Amount
Affordable Telephone	trouble shoot problems with phone system	95.00
Rogue Valley Council of Governments	contract planner July 2020	518.36
		613.36
FIRE PROTECTION FUND		
Vendor Name	Description	Amount
Pronto Print	medical forms	147.12
Weldon's Cleaning Center	turnout cleaning	56.70
City of Medford	fire pumper maintenance	2,020.15
City of Medford	fuel July 2020	193.80
		2,417.77
POLICE PROTECTION FUND		
Vendor Name	Description	Amount
Blackbird Shopping Center	vehicle supplies	6.99
Gordon's Auto Detailing	auto detailed-unit 4503	100.00
Quench & Drench	vehicle maintenance	27.50
Rogue Shred LLC	confidential shred	38.35
City of Medford	fuel July 2020	472.19
		645.03
STREETS FUND		
Vendor Name	Description	Amount
Blackbird Shopping Center	shop supplies	39.94
		39.94
WATER FUND		
Vendor Name	Description	Amount
Accurate Plumbing Solutions	trouble shooting for two properties / meter noise in house	135.00
Oregon Association of Water Utilities	annual dues	678.74
Finance and Accounting Branch	annual O&M storage	9,653.40
Quench & Drench	vehicle maintenance	10.00
		10,477.14
PARKS FUND		
Vendor Name	Description	Amount
Jacksonville Community Center	TLT grant #GC01-05-2019-20 reimbursement	5,400.00
Salvador's Landscape Maintenance	parks & lawn maintenance	2,460.00
Budget Lumber	supplies for FP P-2 shelter	328.09
TRUGREEN	park - maintenance & supplies	404.54
Budget Lumber	supplies for FP P-2 shelter / JWA grant reimb.	472.66
		9,065.29
	TOTAL:	23,884.53
APPROVED BY:	DATE:	

Vendor Name	Description	Amount
Table of Acronyms		
FP =	Forest Park	
HPF =	Historic Preservation Fund	
JWA =	Jacksonville Woodlands Association	
NCH =	New City Hall	
O&M	Operation and Management	
PKS =	Parks	
PRR =	Public Records Request	
ROW =	Right of Way	
SAFER =	Staffing for Adequate Fire and Emergency Response	
SCADA =	Supervisory Controlled and Data Acquisition (part of Telemetry)	
SDWRLF =	Safe Drinking Water Revolving Loan Fund	
SRGP =	Seismic Rehabilitation Grant Program	
SRAMP =	Seismic Risk Assessment and Mitigation Plan	
SCA =	Small Cities Allotment	
STR =	Streets	
TLT =	Transient Lodging Tax	
VIC =	Visitors Information Center	

Jacksonville City Council Agenda Item Summary



Art Presence Lease Renewal

Date: August 27, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: September 1, 2020
Agenda Item: 5a

Synopsis:

The Art Presence Lease is up for renewal. The current lease is submitted in this packet for the Council to review. Anne Brooke will join the meeting virtually to discuss the terms of the lease.

Fiscal Impact:

Revenue from lease payments in the amount of \$396.00 per month, with an annual adjustment on July 1st of each year based on the one year change in CPI-U between June and the preceding June.

Recommendations:

Staff recommends renewal of the Art Presence Lease for a term of three years.

Exhibits:

Exhibit A – Art Presence Lease

Lease for the 206 North 5th St., Bldg. B Between Art Presence and City of Jacksonville

This Lease Agreement is effective July 1, 2020, by and between City of Jacksonville, ("Landlord") and the Arts Presence ("Tenant"). The parties agree as follows:

- 1) PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the building known as "The Historic Jackson County Jail located at 206 North 5th Street, Bldg. B Jacksonville, Oregon.
- 2) PROPOSED USES:** Tenant planned uses for the Premises include the holding of Art Presence art shows and events, demonstration of techniques, workshops, art classes and other similar uses in support of the Arts.

Special events might include the pouring of wine, live non-amplified music, and food subject to the securing of required permits and local and state laws. All events must be documented in an event packet and approved through the City Recorder's office prior to the event. It is possible that the serving of alcohol will require City Council approval; tenant should plan accordingly.

- 3) COMPLIANCE WITH LEASE AGREEMENT FOR ART PRESENCE:**
Tenant shall comply with all provisions of said Lease Agreement including any interior structural modifications to the Premises. For purposes of the agreement, structural modifications include painting, lighting, interior art installations, or similar non-structural modifications.

Notwithstanding, Tenant shall provide notice to Landlord of any proposed non-structure modifications to the Premise to document such modifications as non-structural. All modification must meet any applicable current city code, any planning department requirements, have an approved building permit when necessary and use a licensed and bonded contractor should the Landlord so require.

- 4) TERM and TERMINATION:** The lease term will begin on July 1, 2020 and will terminate on June 30, 2023. The term may include provisions for up to an additional year option if agreed to by both parties.

This Agreement shall be terminable by the City upon breach of this Agreement, including, but not limited to non-payment of the Rental Fee.

- 5) LEASE AMOUNT:** Total compensation of \$396.00 per month beginning July 1, 2020 with an annual adjustment on July 1st of each year based on the one year change in the CPI-U between June and the preceding June. Payment is payable on the first day of each month. Payment shall be considered late after 10 days and shall accumulate interest at 1.5% per month until paid in full. Payment shall be made to the City of Jacksonville, PO Box 7, Jacksonville OR 97530.

- 6) POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise negotiated and agreed by both parties in writing.

At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

- 7) EXCLUSIVITY:** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary use of business is in, or may result in, competition with the Tenants primary use of business. The Landlord hereby gives the

Tenant the exclusive right to conduct their primary use of business on the property within the confines of this agreement and all applicable local, state and federal laws.

- 8) PROPERTY INSURANCE:** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises and required by the City Recorder.

- 9) LIABILITY INSURANCE:** Tenant shall maintain liability insurance on the Premises and will be verified on or before July 1, 2020.

- a) Evidence of property insurance for their contents showing The City of Jacksonville, as certificate holder.
- b) General Liability limits of at least \$1,000,000 occurrence/\$2,000,000 aggregate. A Certificate of Insurance naming The City of Jacksonville, its Council, Officers, and Boards, Agents, Volunteers, and Employees Shall Be Named as Additional Insured with Respects to General Liability . A copy of the Additional Insured Endorsement (such as liquor) shall be included with the Certificate of Insurance.

THIS POLICY MUST HAVE ALCOHOL COVERAGE IF ALCOHOL WILL BE SERVED ON PREMISES ALONG WITH A COPY OF THE LIQUOR ENDORSEMENT ON THE POLICY FOR VERIFICATION BY LANDLORD INSURANCE CARRIER OF APPROPRIATE COVERAGE.

- 10) UTILITIES:** Tenant shall be responsible for payment of all building utilities with exception of Jacksonville City Services bill. Public restrooms are located in the back of the building therefore tenant will not be charged for City Services.

- 11) MAINTENANCE:** Landlord shall have the responsibility for all major and exterior maintenance to maintain the Premises in good repair at all times. Tenant will maintain the interior in good repair. Inspection of both the inside and outside of the building by the Building Officials of the City of Jacksonville will be a criterion for maintenance of the building. Cost of the inspection to be the responsibility of the Landlord. This inspection will be at least one time annually or as required if the Building Official recommends additional inspections. The Landlord and their representatives, shall, at all reasonable times, have the right to enter upon and inspect the Old Jail House, upon 24 hour prior

notice to tenant, except in the case of emergency in which case such notice shall not be required.

12) REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall have the right to conduct any construction or remodeling at Tenant's expense on the interior as required to use the premises. All major remodeling shall be approved by the Landlord and stay within city ordinance as stated in Section 3 of this document.

13) ACCESS BY LANDLORD TO THE PREMISES: Subject to the Tenant's consent which shall not be unreasonably withheld, Landlord shall have the right to enter the Premises to make inspections, provide necessary services (see Section 11 of this document also.)

14) COMPLIANCE WITH REGULATIONS: Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall notify the Landlord of any inspections, reports or findings given to the Tenant by an agency other than the City of Jacksonville.

15) PREMISES BATHROOMS: Tenant is authorized to use the two bathrooms located at the rear of the Premises. To the extent repairs are necessary; Tenant understands that such repairs will be made subject to available funding and maintenance priorities for the City Hall complex of buildings that include the premises.

16) NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded to, as follows:

LANDLORD.

City of Jacksonville, P. O. Box 7, Jacksonville OR, 97530

TENANT.

Art Presence c/o Anne Brooke, PO Box 185, Jacksonville Oregon, 97530

Such addresses may be changed from time to time by any party by providing notice as set forth above.

17) GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of Oregon. Arts Presence is required to have an annual business license with the City of Jacksonville under guidelines within the Municipal Code. Art Presence is considered to qualify for an umbrella business license per JMC 5.04.070. Art Presence will work with the City Recorder to provide updated documentation of Art Presence members who qualify for business licenses at this location only.

18) ENTIRE AGREEMENT/AMENDMENT: This Lease agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

19) BINDING EFFECT: The provisions of the Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

City of Jacksonville

TENANT:

Art Presence

BY: Jeffrey N. Alvis

BY: Anne Brooke

DATE: _____

DATE: _____

Jacksonville City Council Agenda Item Summary



Fire Department Conflagration Deployment

Date: August 26, 2020
From: Wayne Painter, Interim Fire Chief

City Council Meeting: September 1, 2020
Agenda Item: 5b

Synopsis:

The Jacksonville Fire Department and Applegate Fire District will be combining our firefighting resources to aid in out of State conflagration request from the state of California. Jacksonville and Applegate will be a single engine that would be part of a task force when requested to respond to wildfires in California. I will join the meeting to discuss the conflagration in more detail and to answer questions.

Fiscal Impact:

N/A.

Recommendations:

Staff recommends approval for fire department conflagration deployment.

Exhibits:

N/A

Jacksonville City Council Agenda Item Summary



Accept Bid for MEP (Mechanical, Electrical, Plumbing) Engineering – Fire Hall

Date: August 27, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: September 1, 2020
Agenda Item: 5c

Synopsis:

This project is, in effect, doubling the size of the fire station and we need engineering consultants to assess the existing utility capacity, potentially relocate the power point of entry (it's on the roof and in conflict with the second floor addition), and design and document the new MEP systems through out the building.

We also need consulting engineers to help us evaluate our existing systems that are in conflict with the seismic retrofit work – i.e. the existing boiler is at the end of it's useful life and in conflict with a new column needed for the retrofit. This would justify the replacement of this equipment being grant funded.

In general, this project is too complicated to go a design build route. It is more economically efficient to have MEP engineers on board at the start of the project so it is well coordinated and we have documented the portions that are grant funded and district funded during the design phase.

ZCS received two proposals for us that included the MEP for engineering. They will be hired by and work with ZCS as stated above.

Colebreit Engineering - \$49,500
Marquess & Associates, Inc. - \$38,000

Fiscal Impact:

\$38,000 for MEP engineering in Fire Hall project.

Recommendations:

Staff recommends Council approving Marquess & Associates, Inc. proposal for \$38,000

Exhibits:

Exhibit A – RFP for MEP Engineering Services
Exhibit B - Colebreit Engineering Proposal
Exhibit C – Marquess & Associates, Inc. Proposal

Jeff Alvis

From: Joelle Harris <joelleh@zcsea.com>
Sent: Friday, June 26, 2020 4:09 PM
To: Rob James
Cc: Jacob Zander
Subject: Jacksonville Fire Station Seismic Retrofit & Remodel
Attachments: M-0216-20_City of Jacksonville Fire Station 2 Floor Addition_Schematic Design_Rev 2.pdf

Good afternoon Rob,

We are working on a proposal to seismically retrofit and extensively remodel the existing historic fire station in Jacksonville. I am writing to you to see if you would be interested in putting together a proposal for MEP engineering services. I am soliciting two other MEP proposals for the city manager as well.



The existing building is approx.. 3,200 sf single story concrete/cmu structure with brick veneer (above). I believe it was built in the 1920's and has had an addition. The extensive remodel includes a near gut of the first floor and a second story (see attached for schematic plans and rendering) bringing the total building area to close to 6,300 sf. The capacity of the existing utilities and age of the systems is not known and will require a site visit from you to determine this information. We anticipate a new mechanical system and potentially additional electrical service. It will require sprinklers for the R occupancy only so I am hoping we can do this with a 13D system instead of a new fire service.

The project is funded by a state grant (1.3M including soft costs) and city funds (no budget has been established but from my conversations I believe it is around 300-400K). The hope is to get the team selected and under contract by July and start in August with confirmation of SD and structural investigation.

I can get on the phone to discuss more aspects of the project and it's best to reach me on my cell phone 510-316-6569.

Thanks and have a good weekend,

Joelle



ZCSEA.com

Joelle Harris, AIA
Principal
ZCS Engineering & Architecture
Office | 541.884.7421
900 Klamath Avenue, Klamath Falls, OR 97601
Grants Pass | Klamath Falls | Medford | Oregon City

July 2, 2020

P202006_16

Joelle Harris
ZCS Engineering & Architecture
900 Klamath Avenue
Klamath Falls, OR 97601

Re: Jacksonville Fire Station Remodel

Dear Joelle:

This Proposal/Acceptance represents the entire understanding between the parties herein with respect to the above referenced project.

We propose to furnish Mechanical and Electrical Engineering services per the attached Scope of Work on this project to include:

- Heating, Ventilating and Air Conditioning
- Plumbing
- Electrical
- Fire Protection Sprinkler performance specification with feasibility study.

The proposed fee for the MEP work is **FORTY-NINE THOUSAND FIVE HUNDRED (\$49,500.00)**, plus any out-sourced materials and services at 10% markup.

The proposed fee for the Fire Protection work is **FIVE THOUSAND DOLLARS (\$5,000.00)**, plus any out-sourced materials and services at 10% markup.

Responding to permit comments beyond the 1st round, bid administration and construction support services will be provided at our standard hourly rates in effect at that time, plus any out-sourced materials and services at 10% markup.

Payment is due upon receipt of invoice, unless other arrangements have been made in writing in advance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining the copy for your records. This Proposal and pricing will expire in 90 days. This proposal may only be modified in writing signed by all parties.

City Council
September 1, 2020
Agenda Item 5c
Exhibit B

Joelle Harris/ZCS Engineering & Architecture
July 2, 2020 . . . Page 2 of 12 . . . File #P202006_16
Re: **JACKSONVILLE FIRE STATION REMODEL**

We appreciate this opportunity to be of service.

Cordially,
COLEBREIT ENGINEERING

Accepted:
ZCS ENGINEERING & ARCHITECTURE

By: _____
Signature

ROB JAMES, P.E.
SENIOR ENGINEER

Printed Name _____
Date

Title

Enclosures:
Scope of Work
Rate Sheet
Standard Assumptions
Terms & Conditions (please initial each page and return via mail or email)

SCOPE OF WORK

SUMMARY OF SERVICES

- Project Location: 180 North 3rd St., Jacksonville, OR 97530
- Project Description: Remodel of an existing historic fire station, approximately 6,300 SF on two floors. Building was built in the 1920's. The first floor is existing, the second floor is added in this remodel. Mechanical system options could include VRF with an energy recovery unit, or traditional packaged rooftop. We do anticipate that most mechanical equipment will be located on the roof, and that shafts will be needed for ductwork. Shaft sizes could be minimized with a VRF option if a desire for higher energy efficiency and budget allow.
- Client Contact: Email and phone call with Joelle Harris.

INITIAL SITE VISIT

- Perform an initial site visit to document existing conditions to the extent that they are readily observable without uncovering walls, ceilings, and other building components.

HVAC

- Perform computer heat gain and loss load calculations to determine the size of new equipment required.
- Provide design and drawings for HVAC systems including ductwork, equipment and layout.
- Provide equipment schedules for new HVAC equipment.
- Provide ventilation calculations.
- Provide Specifications.
- Provide required HVAC energy code forms.

PLUMBING

- Provide domestic hot and cold water design and drawings to a point five feet outside the building line. This will include fixture schedules, pipe routing, and water heater sizing.
- Provide waste and vent design and drawings to a point five feet outside the building line.
- Provide storm water design and drawings to a point five feet outside the building line.
- Provide gas piping layout and sizing, including gas isometric drawing, as required.
- Provide Specifications.

ELECTRICAL

- Upgrade electrical service, as required.
- Provide site layout and utility plan, if an upgraded service is required.
- Provide interior and building exterior lighting design.
- Provide interior power distribution design.
- Provide telecommunications and low voltage system device locations and pathways only.
- Provide utility coordination with telephone and power companies, if an upgraded service is required.
- Provide Specifications.
- Provide required lighting energy code forms.

FIRE PROTECTION

- Assist Architect with basic requirements and feasibility Study.
- Provide performance specification.

COORDINATION

- Provide 50% and 90% Progress Sets prior to final Construction Documents.

DESIGN MEETINGS

- Attendance at three (3) design coordination meetings.

EXCLUSIONS:

- Responses to permit review comments beyond the 1st round. This is provided on an hourly basis at our standard hourly rates.
- Value engineering re-design effort.
- Bid and construction support services. May be provided on an hourly basis, if desired.
- Water service booster pump design. We assume that the existing water pressure is adequate for this work.

2020 STANDARD BILLING RATES

PRINCIPAL	\$190/HR
SENIOR ENGINEER /DEPARTMENT LEAD	\$170/HR
ENGINEER III.....	\$155/HR
ENGINEER II/DESIGNER III	\$140/HR
ENGINEER I/DESIGNER II	\$125/HR
DESIGNER I	\$110/HR
ENGINEERING INTERN.....	\$75/HR
CLERICAL/ADMINISTRATIVE.....	\$75/HR

REIMBURSIBLE EXPENSES

MILEAGE (GREATER THAN 50 MILES ROUNDTRIP) WILL BE BILLED AT IRS ALLOWABLE RATE PLUS 10%
OTHER EXPENSES WILL BE BILLED AT COST PLUS 10%

PROJECT ASSUMPTIONS

1. Any item not specifically listed in the Scope is excluded from the scope of the project.
2. All printing, copying and reproduction of documents for permitting, bidding and any purpose other than client review of ColeBreit Engineering work progress will be done by others.
3. Project backgrounds (building, site, etc.) will be provided to ColeBreit Engineering in an electronic format compatible with AutoCAD.
4. The fee listed assumes a single and continuous design effort for a building or project similar to that described in the Summary of Services. Any changes to the building, building background, program, use, etc. that occur after substantial completion of the design for the building or any portion of the building will constitute additional services. Any suspension and recommencement of work will constitute additional services.
5. Plumbing fixture selection: ColeBreit Engineering will provide recommended fixture cut sheets based on information provided by client and our professional opinion. Client will have a chance to review and ColeBreit Engineering will revise as required. More than one iteration of this process will be considered an additional service.
6. All submission of documents to public agencies, permitting and completion of all permit applications and information will be done by others.
7. The fee assumes that all Contractor submittals will be submitted complete at one time. Any submittals not in compliance with the specification may be rejected without review. ColeBreit Engineering will be allowed a minimum of ten (10) working days to review submittals.
8. The fee assumes that all questions during construction will be submitted to ColeBreit Engineering in a Request for Information (RFI) format and that all RFI's will be fully vetted by the General Contractor, Client, and/or Construction Manager and a minimum of three (3) working days will be allowed for a response. We will make an effort to respond to "urgent" RFI's on an expedited schedule, within reason.
9. The above proposed fee does not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish the attached Scope of Work. These will be considered out-sourced expenses should they occur.
10. Progress prints of the entire project documents are required and shall be provided by the client or by the client's consultants at all stages (e.g. schematic, design development, 50% contract documents, 90% contract documents, and construction documents).

TERMS AND CONDITIONS OF OFFER

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

The following Terms and Conditions shall be incorporated into the Engineering Fee Proposal and become effective upon proceeding with the Scope of Work:

Definitions: The term “Engineer” as used herein shall include ColeBreit Engineering’s employees, officers, directors, partners, agents, and consultants. The term “Client” as used herein shall include Client’s employees, agents, consultants, subsidiaries, successors, and assigns.

Additional Services: Should ColeBreit Engineering’s original Scope of Work change, or additional services be requested by Client, a written request for additional services will be forwarded by ColeBreit Engineering to Client.

Additional services are those items which arise as a result of unforeseen circumstances during the design or construction phase of the project and/or those items which are not reasonably incidental to or specifically mentioned under the scope of proposed services outlined above. All additional services will be billed on a time and expense basis in accordance with our then prevailing Standard Billing Rates (current copy enclosed) or in accordance with separate fee arrangements.

The proposed fees do not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish the Scope of Work. These will be considered reimbursable expenses should they occur.

The terms and conditions of the Agreement shall apply to all additional services provided by ColeBreit Engineering for Client.

Prompt Payment: If the client fails to pay due amounts within thirty (30) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client’s non-payment of the Engineer’s fees. Service charges of 1.5% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Attorneys Fees: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, all attorney’s fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer’s time and expenses spent in connection with such action, computed at the Engineers prevailing fee schedule and expense policies. All such claims shall be adjudicated in Deschutes County, Oregon.

Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify ColeBreit Engineering in writing within ten calendar days of receipt of such invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute.

Service charges of 1% per month shall be paid by the Client on all disputed invoiced amounts resolved in the Engineer's favor and unpaid for more than sixty (60) calendar days after date of submission.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client and payment is due regardless of suspension or termination of the Agreement by either party.

Standard of Care: The services shall be performed in a manner consistent with that level of skill ordinarily exercised by other professional engineers for similar projects under similar circumstances. No other representations to the Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any drawing, specification, report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party or to any third party.

Performance of Third Parties: ColeBreit Engineering does not guarantee the completion or quality of performance of contracts by the Construction Contractor or Contractors, or other third parties, nor accepts responsibility for their acts, omissions, or any safety precautions or lack thereof.

Independent Contractor: The relationship of ColeBreit Engineering to Client shall at all times be that of an independent Contractor. ColeBreit Engineering shall not be liable for the acts of Client or its agents in performing Work, except in the case of damages or injuries directly caused by ColeBreit Engineering or its agents.

Project Personnel: We propose to furnish or subcontract for specialist and engineering personnel for the performance of this work. We reserve the right to make necessary substitutions, adaptations, or part-time use of such individuals or others as required for the proper performance of work.

Document Ownership: All tracings, calculations, and other original documents produced by ColeBreit Engineering shall be the property of ColeBreit Engineering, except where by law or governmental requirement, or by prior agreement, these documents become public property or the property of the Client. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by this Agreement.

Delays: ColeBreit Engineering agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that ColeBreit Engineering's performance must be governed by sound engineering practices. Additionally, ColeBreit Engineering is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove ColeBreit Engineering work promptly, by reason of delay or faulty performance by client, other contractors or governmental agencies, or any other causes beyond ColeBreit Engineering's reasonable control.

Cost Opinions: Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilization considerations of operations and maintenance costs prepared by ColeBreit Engineering hereunder will be made on the basis of experience and qualifications and represent the engineer's judgment as an experienced and qualified design professional. It is recognized, however, that ColeBreit Engineering does not have control over the cost of labor, material, equipment or services furnished by others or other market conditions or contractor's methods of determining prices, and that any utilitarian evaluation of any facility to be constructed or work to be

performed on the basis of the report of necessity be speculative. Accordingly, ColeBreit Engineering does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support: Construction Support services performed by ColeBreit Engineering, whether of material or work, and whether performed prior to, during, or after completion of construction, shall be performed solely to the purpose of assisting in quality control and in achieving conformance with contract drawing and specifications. By providing such services ColeBreit Engineering does not guarantee contractor's performance or the construction. These services shall be distinguished from inspection services which are furnished by others. The furnishing of construction support services by ColeBreit Engineering shall not be construed as supervision of actual construction. ColeBreit Engineering shall not be responsible for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review: ColeBreit Engineering shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication process, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. ColeBreit Engineering review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specification item shall not indicate acceptance of an assembly of which the item is a component. ColeBreit Engineering shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the contractor, nor shall ColeBreit Engineering be required to review partial submission or those for which submissions for correlated items have not been received.

Termination of Convenience: Either ColeBreit Engineering or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. ColeBreit Engineering shall submit a request for payment for all services rendered and all cost incurred up to the date of termination. The Client shall, within ten (10) days of receiving ColeBreit Engineering request for payment pay ColeBreit Engineering's unpaid costs in accordance with the compensation provisions of the Agreement.

Asbestos and Toxins: ColeBreit Engineering shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, PCB's or other toxic substances.

Taxes: Any federal, state, county, local or other excise, income, property, sales, or use taxes related to the services provided as determined by the taxing authorities or agencies are the responsibility of and will be paid by the Client.

Use of Photographs: From time to time, ColeBreit Engineering photographs the progress of the project and project property to support documentation of the project. Occasionally the photographs are used in ColeBreit Engineering's marketing publications. Permission is granted to ColeBreit Engineering to use photographs taken of the project property for use in publications including brochures and web sites or other electronic forms or media. Client and Owner waives any right to inspect or approve the

photographs, publications, or electronic matter that may be used in conjunction with them now or in the future, whether that use is known or unknown. Client and Owner waives any right to royalties or other compensation arising from or related to the use of the photographs. Client and Owner agrees to release and hold harmless ColeBreit Engineering from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any re-use, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in production of the finished product. It is the discretion of ColeBreit Engineering to decide whether to use the image. Client, if not the owner of the property, agrees to obtain permission on ColeBreit Engineering's behalf.

Entire Agreement: This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.

Modifications: No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns: This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties, partners, successors, executors, administrators and assigns.

Work Product: The Engineer shall have no responsibility for any consequences resulting from a modification to or use of his work product not contemplated by this agreement or approved in writing by the Engineer.

Client Provided Data: The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client waives any claim against the Engineer and agrees to defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss arising or allegedly arising from error, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

In as much as the remodeling and/or rehabilitation of existing facilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the facility; the Client agrees that, except for negligence on the part of the Engineer, the Client shall hold harmless, indemnify and defend the Engineer from and against any and all claims arising out of existing conditions in the facility.

Restriction of Use: Engineer's opinions and reports are made for the sole use of the Client. They are not to be provided to any person or entity without express written consent of the Engineer and shall not be mentioned, communicated, disclosed or referred to in any offering, circular, loan application, or real estate sales transaction without the express written authorization of the Engineer. Client shall defend, indemnify and hold harmless the Engineer and its employees, from and against any and all claims prosecuted by, or damages or liability owed to any person or entity relying upon the reports or opinions

of the engineer unless the Engineer expressly authorized, in writing, the distribution of such reports or opinions to such person or entity.

Any person or entity provided with the opinions or report of Engineer shall, as a condition to receiving such opinions or report agree to be bound to the limitation of liability and indemnity provisions of the Agreement such that the aggregate liability of Engineer to Client, and to such person or entity receiving Engineer's opinions or reports, shall not exceed the amount set forth under the Risk Allocation Paragraph.

Indemnification: The Client shall indemnify and hold the engineer harmless from all claims, damages, losses and expenses (including reasonable attorney's fees) resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the engineer), or anyone for whose acts any of them may be liable.

Resolution of Disputes: With respect to any dispute arising out of or related to this Agreement, the parties shall first make a good-faith endeavor to resolve the dispute without resort to litigation. In the event of a dispute, the parties agree to meet informally within fifteen (15) days after notice from one party requesting such a meeting. Should the dispute not be resolved by said informal discussions, the parties agree to attempt in good faith to resolve their differences in confidential, non-binding mediation, using an experienced mediator with at least 10 years of experience in construction claims and who is mutually agreed upon by the parties. A mediation session shall be scheduled within thirty (30) days after the failure of informal discussions to resolve the dispute, or as soon after said 30-day period as the selected mediator's schedule will allow. Costs of the mediation shall be borne equally by the parties. The parties may be represented by counsel at both the informal discussions and the mediation session. If any party commences a court action based on a dispute to which this section applies without first attempting to resolve the matter through informal discussions and mediation, that party shall not be entitled to recover attorneys' fees, even if attorneys' fees would otherwise have been available to that party in any such court action.

Limits of Liability: For any damage caused by negligence other than professional negligence, Engineer's liability, in the aggregate under this agreement shall not exceed the actual available proceeds of Engineer's commercial general and/or automobile liability insurance coverage.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Engineer to the Client shall not exceed \$10,000 or the Engineer's total fee for services rendered on this project, whichever is greater (not to exceed \$100,000). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: In no event shall Engineer be liable for consequential damages, including, without limitation, loss of use or loss of profits incurred by Client, regardless of whether such claim is

based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or nonprofessional.

Third Parties: If any claim, action or proceeding is brought against the Engineer by any third party, including any insurer asserting subrogation rights, relating to services under this agreement, Client agrees to indemnify the Engineer for, and to hold the Engineer harmless against, any and all losses, damages, costs, expenses, legal fees, consulting fees, including Engineer's, and other costs of defense reasonably incurred by Engineer unless it is proven that the Engineer was liable for such obligations due to its sole negligence or willful misconduct in connection with Engineer's services. Engineer shall control the defense of any such claim, action, or proceeding, including the selection of counsel.

Time Limits of Recovery: All legal actions by either party against the other for breach of this agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based upon such breach or failure shall be barred one (1) year from the time claimant knew or should have known of its claim, but, in any event, not later than two (2) years from the substantial completion of Engineer's services.

Severability: Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be binding upon the parties.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Acceptance: Commencement of work at the direction of the Client and/or payment of invoices for billed services indicates acceptance of Terms and Condition of Offer.



YOUR PROFESSIONAL ENGINEERING TEAM SINCE 1957

P 541-772-7115 F 541-779-4079 1120 EAST JACKSON PO BOX 490 MEDFORD, OR 97501
EMAIL: info@marquess.com WEB: www.marquess.com

July 16, 2020

Joelle Harris, AIA
Principal
ZCS Engineering & Architecture
900 Klamath Avenue
Klamath Falls, Oregon 97601

RE: Jacksonville Fire Station
MAI Proposal Number: P20-9153

Dear Joelle:

Thank you for requesting a proposal for plumbing, electrical, and HVAC engineering services from Marquess & Associates, Inc. (MAI) for the above project.

DESCRIPTION OF PROJECT

The existing Station at 180 North Third Street in Jacksonville, Oregon is being studied for seismic retrofitting and related work. We have reviewed the PDF documents and photos that we received from you on 6/26/2020, as well as the description of the work that was provided to us on that day. The design services being requested are for engineering of plumbing, electrical, and HVAC systems in the spaces being affected or necessitated by the related seismic strengthening work as well as the second floor expansion that is contemplated.

SCOPE OF WORK

Engineering services are to be provided for complete design and specification of plumbing, HVAC, and electrical systems for the areas identified to receive remodeling, replacement, or new additions.

Our fees do not include the preparation of "as built" existing drawings, detailed demolition plans, or construction cost estimates.

Our fees include site visits for field information gathering at the beginning of design and three site visits per discipline during construction for rough-in, pre-cover observation, and punchlist walk-through at substantial completion. Additional site visits will be billed on a time and mileage basis.

Our fees during bidding and plan review include responding to bidder and plan reviewer questions related to our design and engineering work; reviewing substitution requests; and preparing addenda and revisions resulting from bidder questions, clarifications, and changes required or requested by building officials and plan reviewers for permits.

Joelle Harris, AIA, Principal- ZCS
Jacksonville Fire Station
July 16, 2020
Page 2

FEES

We propose to provide the services described above for the lump-sum amount of **\$38,000**. The work can be delivered within 12 weeks after receipt of notice to proceed and approved construction document-level building CAD plans and sections on which we will create our mechanical plans.

TERMS AND CONDITIONS

All additional work which is outside the scope of services as described shall be paid for at the hourly rate schedule enclosed as Exhibit A, effective January 1, 2020.

As compensation for services rendered, a billing will be sent by the 25th day of each month showing the percentage of work completed on the project. Payments of the billings must be made by the 20th of the following month. Late payments will be subject to a service charge of 1.5% per month on the unpaid balance. In the event work is stopped on this project, the hourly rate shall determine the engineering fee.

You shall provide a schedule, agreeable to us, of all required design submittal dates for the plans and specifications at the beginning of the project. Work will commence upon receipt of a signed contract and a notice to proceed. The point of contact/project manager is Oscar Zuniga and all correspondence shall go through him.

In the event suit or action is instituted to enforce this agreement or any terms hereof, or in the event of any appeal from suit, action or proceeding, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney's fees in such suit, action or appeal.

This letter is written as an Engineering Proposal and Agreement, and an acceptance line is provided for an authorized signature. Please return one signed copy for our files. This proposal, if not signed and returned within 60 days of the above date, will become invalid and must be renegotiated.

Sincerely,

MARQUESS & ASSOCIATES, INC.



Oscar J. Zuniga Jr., MS, P.E.
President

AUTHORIZATION

Approved By _____ Date _____



YOUR PROFESSIONAL ENGINEERING TEAM SINCE 1957
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EMAIL: info@marquess.com WEB: www.marquess.com

EXHIBIT "A"
January 1, 2020

ENGINEERING FEE SCHEDULE

Principal Engineer	\$176.00 per hour
Geotechnical Engineer	\$179.00 per hour
Senior Engineer	\$158.00 per hour
Project Manager	\$150.00 per hour
Project Engineer	\$143.00 per hour
Design Engineer	\$114.00 per hour
Erosion Control Inspector	\$101.00 per hour
Designer II	\$101.00 per hour
Designer I	\$ 82.00 - \$98.00 per hour
Drafter II	\$ 78.00 per hour
Drafter I	\$ 70.00 per hour
Word Processor	\$ 64.00 per hour
Mileage	\$ 0.67 per mile
Out-of-Pocket Expenses	Actual Cost
Special Inspections & Material Testing Services	Schedule Provided On Request

PAYMENT: Payment on the billings must be made on or before the 20th day of each month.

A CHARGE OF 1.5% PER MONTH (18% ANNUAL PERCENTAGE RATE) WILL BE ADDED AFTER 30 DAYS UNLESS PRIOR ARRANGEMENTS ARE MADE.

This Fee Schedule is subject to periodic changes.

Jacksonville City Council Agenda Item Summary



2020 Organizational Chart

Date: August 26, 2020
From: Stacey Bray, Finance Director

City Council Meeting: September 1, 2020
Agenda Item: 5d

Synopsis:

The Organizational Chart is coming before City Council for annual approval per section 2.36.230 of the JMC.

The changes to the 2020 Organizational Chart are very minimal this year. In the Public Works Department, instead of have a separate box for the Public Works Clerk and Utility Clerk, those positions have been put in the same box as they have similar functions, just focusing on different areas.

Fiscal Impact:

N/A

Recommendations:

Approval of the 2020 Organizational Chart

Exhibits:

Exhibit A – 2020 Organizational Chart

Jacksonville City Council Agenda Item Summary



Resolution No. R2020-014 A Resolution Authorizing the Budget Allocation for the 2020 Historic Preservation Fund Grant Program Cycle for the City of Jacksonville

Date: August 27, 2020
From: Jeff Alvis, City Administrator

City Council Meeting: September 1, 2020
Agenda Item: 5e

Synopsis:

The Jacksonville Historic Preservation Fund (HPF) grant program was created through private financial contributions for the purpose of historic preservation efforts within the City of Jacksonville, Oregon. The goal of the HPF grant is to form public/private partnerships in order to protect and preserve Jacksonville's collection of historically listed structures. Each year, the Historic and Architectural Review Commission (HARC) recommends a set monetary amount for specific exterior restoration projects. The grant provides matching funds (1:1) for assistance with privately owned landmark-listed structures.

For the 2020 HPF Grant Cycle, the HARC recommends \$50,000 be allocated for preservation projects.

Fiscal Impact:

Approval of the HARC recommendation will allocate \$50,000 from the Historic Grant Program for the 2020 Historic Preservation Fund grant cycle.

Recommendations:

Staff recommends adoption of Resolution No. R2020-014.

Exhibits:

Exhibit A – Resolution No. R2020-014

RESOLUTION NO. 2020-014

A RESOLUTION AUTHORIZING THE BUDGET ALLOCATION FOR THE 2020 HISTORIC PRESERVATION FUND GRANT PROGRAM CYCLE FOR THE CITY OF JACKSONVILLE

WHEREAS, the City Council of the City of Jacksonville, Oregon finds as follows:

- A.** Resolution No. 946, passed on December 5, 2006, adopted the Historic Preservation Fund Grant Program; and,
- B.** the Historical and Architectural Review Commission (HARC) has successfully managed the grant program since its inception; and,
- C.** the HARC annually receives a number of applications for grant requests for Eligible Contributing structures on the Landmark List;
- D.** the HARC hereby requests that the HPF Grant amount for the 2020 grant cycle should be a total of \$50,000.

THEREFORE, THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, OREGON, RESOLVES AS FOLLOWS:

- 1.** Hereby adopts by resolution to delegate authority to the Historical and Architectural Review Commission to allocate \$50,000 for the 2020 Historic Preservation Grant Cycle for the City of Jacksonville.

Signed by me in authentication of the passage of the above on 1st day of September, 2020.

Paul Becker, Mayor

Attest:

Angela Watson, City Recorder

Council Discussion



Public Records Requests

Date Req.	Name of Requestor	Description of Records Requesting	Fee Charged	Date Completed	Completed By
8/25/2020	Steve Wall	1984 CUP for Britt Grounds, 1987 long range master plan and operating program Britt modified 1984 CUP	\$8.75		
8/20/2020	Carli Harvey	Full records impacting the lot 650Grove St, Jacksonville OR. It was subdivided from property next door. 640 & 630 Grove St were also part of the subdivide in past.	\$78.00	8/25/2020	Zachery Thompson
8/17/2020	Jocie Wall	Testimony & Minutes from Planning Commission hearing testimony about noise, impacts occurring between 10pm and 1030. See attachment - NO RECORDS LOCATED RESPONSIVE TO THIS REQUEST 1 HOUR STAFF TIME TO RESEARCH	No Charge as citizen requested refund	8/25/2020	Zachery Thompson
8/14/2020	Tim Baughman	Full file for 260 Fir St, Jacksonville OR	\$17.95	8/17/2020	Diane Oliver
8/13/2020	Gayle Pabuda	Reimbursement for Bybee Dr dedication 785 Bybee Lane, done in March 2009, SDC	\$55.90	8/24/2020	Diane Oliver/Ian Foster
8/11/2020	Carol Knapp	Bigham Knoll file excerpts for Final Order and Neighbor comments	\$1.20	8/11/2020	Zachery Thompson/Angela Watson
7/29/2020	Jocie Wall	1990 CUP Britt Music Festival	\$37.65	7/31/2020	Ian Foster
7/15/2020	Jocie Wall	Britte Festival - all sound data archived for the past 5 years 2019-2015 Season	\$31.25	7/31/2020	Angela Watson
7/14/2020	Michelle Black	any full size blue prints available for the building in 2000 at 655 Powderhorn.	\$77.00	7/16/2020	Diane Oliver