

## **AGENDA**

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### **MEDFORD CITY COUNCIL MEETING**

**April 2, 2015**

**Noon**

**Council Chambers, Medford City Hall  
411 W. 8<sup>th</sup> Street, Medford**

**10. Roll Call**

**McLoughlin Students of the Month**

**20. Approval or correction of the minutes of the March 19, 2015 regular meeting**

**30. Oral requests and communications from the audience**

Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

**40. Consent calendar**

40.1 COUNCIL BILL 2015-26 An ordinance authorizing execution of Amendment No. 2 to Grant Agreement No. 1404 with the State of Oregon Housing and Community Services Department to extend the Agreement to March 9, 2016.

40.2 COUNCIL BILL 2015-27 An ordinance authorizing execution of Amendment No. 6 to Grant Agreement No. 01091 with the State of Oregon Housing and Community Services Department to extend the Agreement to March 16, 2016.

40.3 COUNCIL BILL 2015-28 An ordinance granting a Temporary Construction Easement to Jackson County for construction of a pedestrian and bicycle path at the Highway 62 connection to the Bear Creek Greenway.

40.4 COUNCIL BILL 2015-29 An ordinance dedicating 20 feet of public right-of-way and a 10-foot public utility easement along McAndrews Road adjacent to Tax Lot 400.

40.5 COUNCIL BILL 2015-30 An ordinance awarding a contract in the amount of \$362,905 to Knife River Materials, Inc., to perform asphalt pavement repairs on various city streets.

**50. Items removed from consent calendar**

**60. Ordinances and resolutions**

60.1 COUNCIL BILL 2015-31 An ordinance authorizing execution of a Lease Agreement with the Family Nurturing Center for use of an area adjacent to the Santo Community Center.

60.2 COUNCIL BILL 2015-32 A resolution adopting an eleventh Supplemental Budget for the 2013-15 biennium.

**70. Council Business**

70.1 Waiver of food prohibition for Land Conservation and Development Commission meeting in Council Chambers

**80. City Manager and other staff reports**

80.1 Capital Improvement Update Report – Brian Sjothun, Parks & Recreation Director

80.2 Further reports from City Manager

90. **Propositions and remarks from the Mayor and Councilmembers**

90.1 Proclamations issued:

Prescription Drug Take-Back Day, April 25, 2015  
Arbor Month, April 2015

90.2 Further Council committee reports.

90.3 Further remarks from Mayor and Councilmembers.

100. **Adjournment to the evening session**

**EVENING SESSION CANCELLED**



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.1**

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**DEPARTMENT:** City Manager's Office  
**PHONE:** 541-774-2000  
**STAFF CONTACT:** Lynette O'Neal, Assistant to the Deputy City Manager

**AGENDA SECTION:** Consent Calendar  
**MEETING DATE:** April 2, 2015

**COUNCIL BILL 2015-26**

An ordinance authorizing execution of Amendment No. 2 to Grant Agreement No. 1404 with the State of Oregon Housing and Community Services Department to extend the Agreement to March 9, 2016.

**ISSUE STATEMENT & SUMMARY:**

The City of Medford received program income on a house that received Neighborhood Stabilization Program 3 (NSP3) funding for down payment assistance and closing costs. The current grant agreement with the State of Oregon Housing and Community Services (OHCS) Department expired March 9, 2015. The extension allows the City to expend the program income funds through March 9, 2016.

**BACKGROUND:**

**A. Council Action History**

On August 4, 2011, Council approved the acceptance and expenditure of the NSP3 grant in the amount of \$1,200,000. The agreement expired on March 9, 2015.

**B. Analysis**

NSP3 funding provided direct financing to assist homebuyers and non-profit developers in the purchase of foreclosed or abandoned homes in Housing & Urban Development (HUD) target areas. The City of Medford partnered with the Housing Authority of Jackson County to purchase and rehabilitate thirteen (13) foreclosed low-income rental housing units. Total cost for this project was \$954,385.74. The City also partnered with Habitat for Humanity to purchase and rehabilitate two foreclosed homes. The Habitat projects cost \$224,471.46. The remainder of the funds were used for administration of the grant. This amendment will extend the agreement with the OHCS to March 9, 2016 to allow for program income funds should one of the properties sell.

**C. Financial and/or Resource Considerations**

Unknown – dependent on the sale of properties involved.

**D. Timing Issues**

The current agreement expired on March 9, 2015.

**STRATEGIC PLAN:**

Theme: Healthy Economy

Goal 6: Maintain and enhance community livability

**COUNCIL OPTIONS:**

1. Approve the ordinance.
2. Modify the ordinance.
3. Deny the ordinance.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.1**

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**STAFF RECOMMENDATIONS:**

Staff recommends approval of the ordinance authorizing the extension of NSP3 Grant Agreement No. 1404.

**SUGGESTED MOTION:**

I move to approve the ordinance authorizing the extension of NSP3 Grant Agreement No. 1404 to March 9, 2016.

**EXHIBITS:**

Agreement on file in City Recorder's Office.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.2**

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**DEPARTMENT:** City Manager's Office

**AGENDA SECTION:** Consent Calendar

**PHONE:** 541-774-2000

**MEETING DATE:** April 2, 2015

**STAFF CONTACT:** Lynette O'Neal, Assistant to the Deputy City Manager

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**COUNCIL BILL 2015-27**

An ordinance authorizing execution of Amendment No. 6 to Grant Agreement No. 01091 with the State of Oregon Housing and Community Services Department to extend the Agreement to March 16, 2016.

**ISSUE STATEMENT & SUMMARY:**

The City of Medford received program income on a house that received NSP funding for down payment assistance and closing costs. The current grant agreement with State of Oregon Housing & Community Services (OHCS) expired March 16, 2015. The extension allows the City to expend the program income funds through March 16, 2016.

**BACKGROUND:**

**A. Council Action History**

The Neighborhood Stabilization Program is part of the Housing and Economic Recovery Act of 2008 (HERA). As an entitlement community, the City of Medford received a grant in the amount of \$459,257 on June 11, 2009. Council approved an increase of \$22,500 in our NSP grant revenue and appropriations on March 17, 2011.

**B. Analysis**

This NSP grant money was used to assist twelve households with down payment assistance, closing costs, and minor rehabilitation of foreclosed homes. A second trust deed is placed on the home in the amount of the funding loaned to the household. The City receives program income when a home is sold or refinanced. One of the homes sold in 2013 and the City received program income in the amount of \$38,600. The program income will be used to assist additional home buyers with down payment assistance, closing costs and minor rehabilitation. Funds must be used on a foreclosed home located within the NSP target areas of Medford. The City has one application for a portion of the program income funds and continues to work with lenders to advertise the availability of additional funds. The extension of the grant agreement allows the City to expend these funds.

**C. Financial and/or Resource Considerations**

Program income used as pass through funding through OHCS. Current amount is \$38,600.

**D. Timing Issues**

The current agreement expired March 16, 2015.

**STRATEGIC PLAN:**

Theme: Healthy Economy

Goal 6: Maintain and enhance community livability



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.2**

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**COUNCIL OPTIONS:**

1. Approve the ordinance.
2. Modify the ordinance.
3. Deny the ordinance.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the ordinance authorizing the extension of NSP Grant Agreement No. 01091.

**SUGGESTED MOTION:**

I move to approve the ordinance authorizing the extension of NSP Grant Agreement No. 01091 to March 16, 2016.

**EXHIBITS:**

Agreement on file in City Recorder's Office



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.3**

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**DEPARTMENT:** Parks and Recreation  
**STAFF PHONE:** 541-774-2400  
**STAFF CONTACT:** Brian Sjothun, Director

**AGENDA SECTION:** Consent Calendar  
**MEETING DATE:** April 2, 2015

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**COUNCIL BILL 2015-28**

An ordinance granting a Temporary Construction Easement to Jackson County for construction of a pedestrian and bicycle path at the Highway 62 connection to the Bear Creek Greenway.

**ISSUE STATEMENT & SUMMARY:**

This item is for consideration of a request by Jackson County for a temporary construction easement involving the Highway 62 connection to the Bear Creek Greenway.

**BACKGROUND:**

**A. Council Action History**  
None.

**B. Analysis**  
After several years of planning, Jackson County is poised to begin construction of the Bear Creek Greenway connection to Highway 62 at the Interstate 5 southbound on and off ramps. The \$610,000 project is funded by ODOT and is managed by Jackson County.

At the connection point to the Bear Creek Greenway on the north side of Highway 62, a 30-foot section of the planned connector path is located on property owned by the City of Medford. Consequently, Jackson County is requesting approval of the proposed temporary construction easement prior to embarking on the construction phase.

It is anticipated construction will occur this summer. Once complete, the project will become the responsibility of the City of Medford per the conditions outlined in the Bear Creek Greenway Joint Powers agreement.

**C. Financial and/or Resource Considerations**  
None involved with the approval of the proposed easement.

**D. Timing Issues**  
Jackson County construction planning staff respectfully requests timely approval so its construction timeline is not negatively impacted.

**STRATEGIC PLAN:**

Theme: Quality Public Services  
Goal 9: Provide a safe, multi-modal, efficient and well-planned transportation system.  
Objective 9.7b: Develop necessary agreements to establish and maintain a robust land transportation capability.

**COUNCIL OPTIONS:**

Approve the easement.  
Deny the easement.



**STAFF RECOMMENDATIONS:**

Staff recommends approval of the easement.

**SUGGESTED MOTION:**

I move to approve the temporary construction easement requested by Jackson County.

**EXHIBITS:**

Temporary Construction Easement

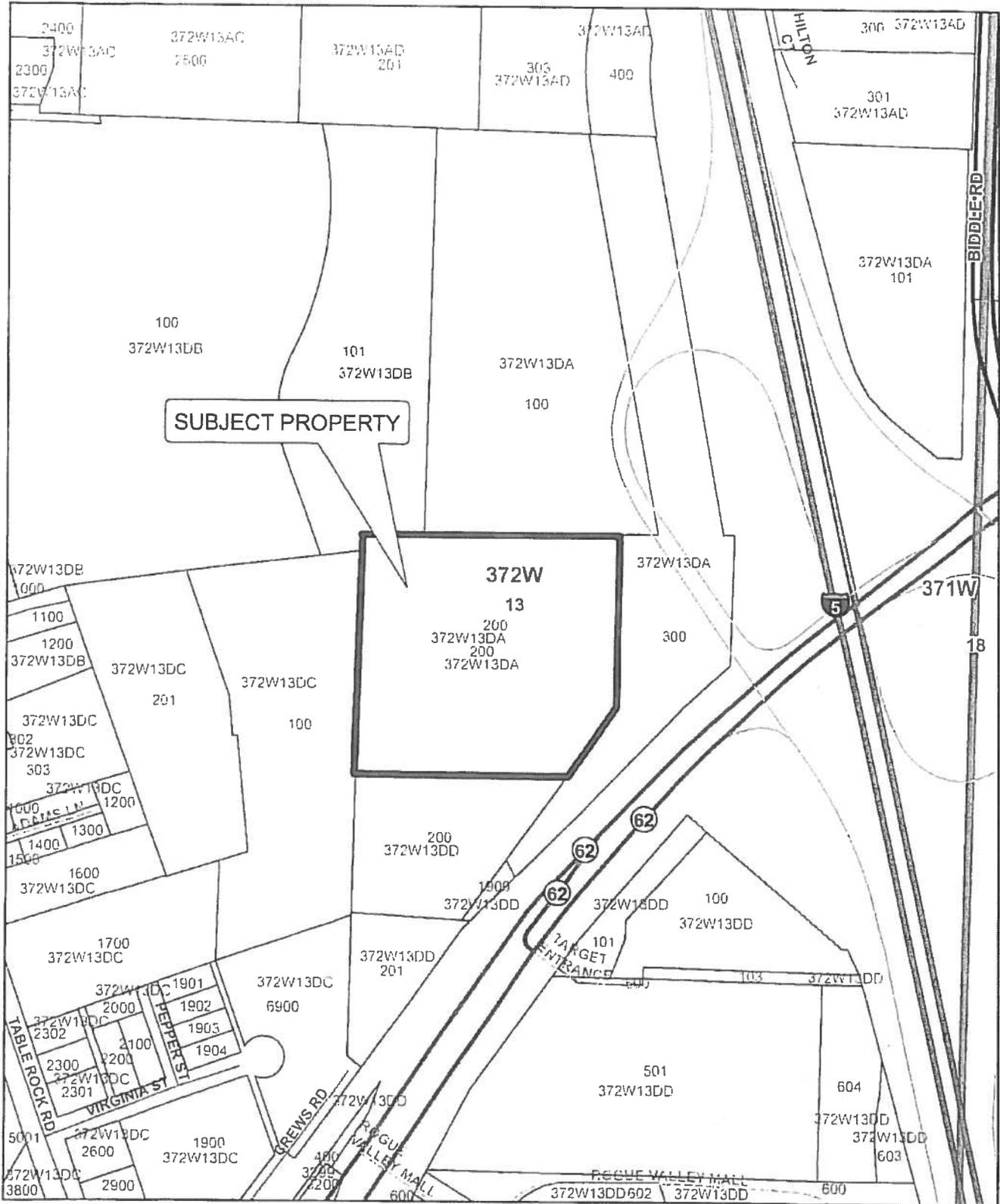
Highway 62/Bear Creek Greenway construction renderings

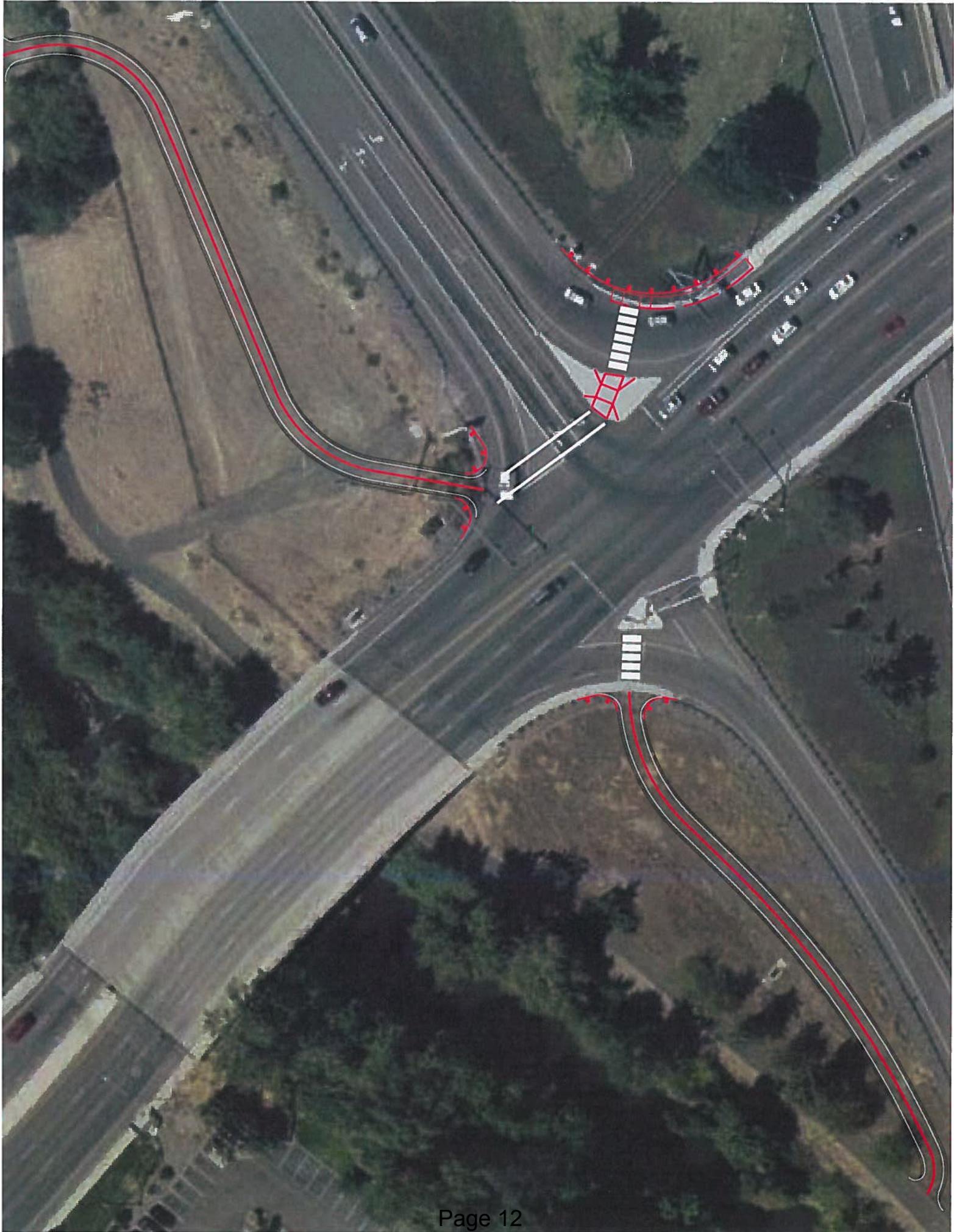


## EXHIBIT A

Beginning at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 13, TWP 37 South, Range 2 West of the WM, In JCO; thence North 531.6 feet to the Northwest corner of the property described in Volume 202, Page 545 of the deed record, of JCO; thence east along the north line of said property 543.0 feet; thence South along the east line of said property 380 feet, more or less to the northerly line of the property described in Volume 500 Page 32, said deed records; thence Southwesterly along said property to intersect the south line of the Northeast Quarter of the Southeast Quarter of said section 13; thence West along said line to the point of beginning.

# EXHIBIT B







**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.4**

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**DEPARTMENT:** Public Works  
**PHONE:** (541) 774-2100  
**STAFF CONTACT:** Cory Crebbin, Director

**AGENDA SECTION:** Consent Calendar  
**MEETING DATE:** April 2, 2015

**COUNCIL BILL 2015-29**

An ordinance dedicating 20 feet of public right-of-way and a 10-foot public utility easement along McAndrews Road adjacent to Tax Lot 400.

**ISSUE STATEMENT & SUMMARY:**

Dedicate public right-of-way and public utility easement along McAndrews Road adjacent to tax lot 400 as required by AC-14-060, as shown on the attached map.

**BACKGROUND:**

The City of Medford submitted application AC-14-060 requesting Site Plan and Architectural Commission (SPAC) approval to construct a building addition to be used for police evidence storage. Per the Public Works Department Staff Report, 20 feet of right-of-way and a 10-foot of public utility easement are required along McAndrews Road.

- A. Council Action History**  
None.
- B. Analysis**  
This action is a condition of approval included in AC-14-060.
- C. Financial and/or Resource Considerations**  
None.
- D. Timing Issues**  
None.

**STRATEGIC PLAN:**

Theme: Quality Public Services  
Goal 9: Provide a safe, multi-modal, efficient and well planned transportation system.  
Objective 9.6: Provide equal emphasis for all modes of travel supported by the City.

**COUNCIL OPTIONS:**

1. Approve the ordinance.
2. Modify the ordinance.
3. Deny the ordinance.

**STAFF RECOMMENDATIONS:**

Approve the ordinance dedicating the described land.

**SUGGESTED MOTION:**

I move to approve the ordinance to dedicate the public right-of-way and a public utility easement per the attached description.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.4**

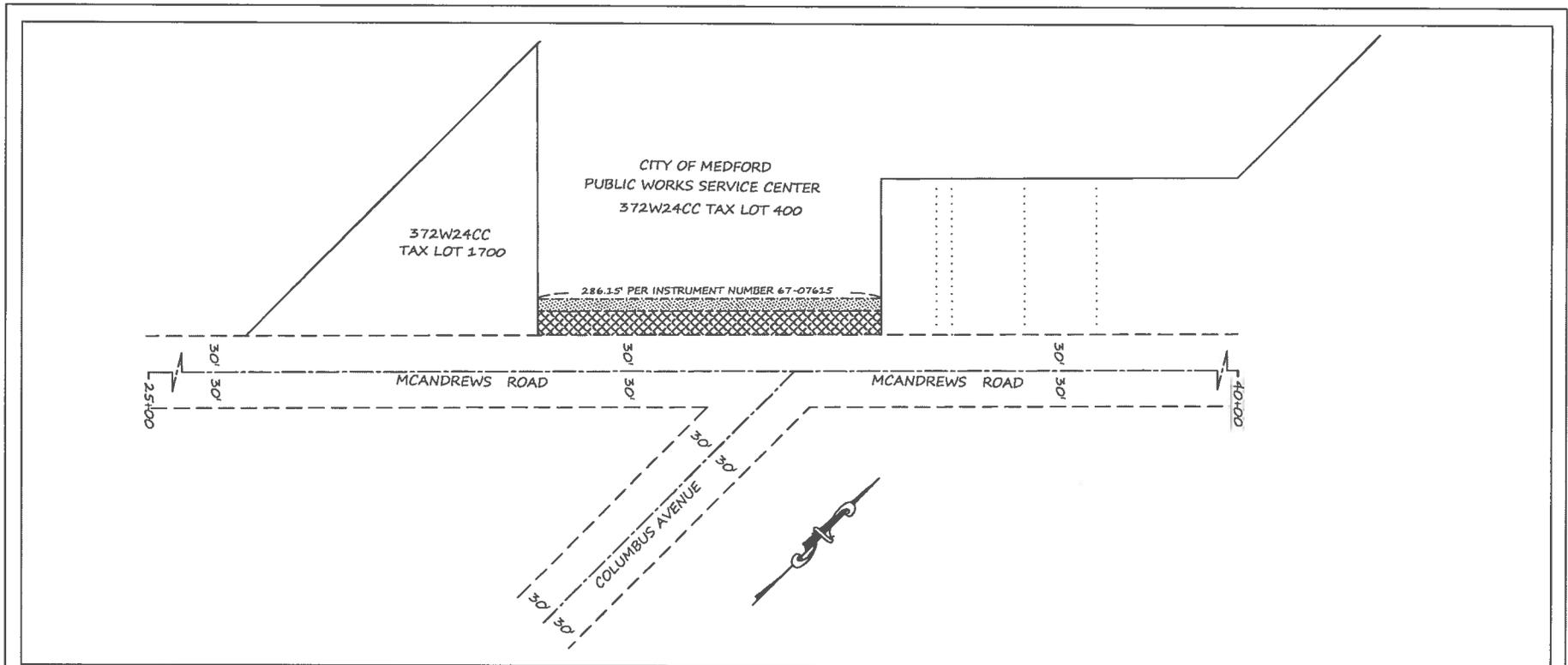
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**EXHIBITS:**

Exhibit - Map

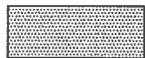
Dedication of Street Right-of-Way and Public Utility Easement are available in the Recorder's office.



**LEGEND**



20' RIGHT OF WAY DEDICATION 5722 SQ. FT.



10' PUBLIC UTILITY EASEMENT DEDICATION 2681 SQ. FT.

CITY OF MEDFORD - SURVEYING DEPARTMENT

EXHIBIT "C"  
 821 NORTH COLUMBUS AVENUE  
 20' STREET RIGHT OF WAY DEDICATION  
 10' PUBLIC UTILITY EASEMENT  
 WRITTEN DESCRIPTION ATTACHED AS EXHIBIT "A AND B"

DRAWN BY:	SPM	DATE:	3-10-15	PROJECT NO.	N/A
CHECKED BY:	JMP	DATE:	3-10-15		
NOTE:		DATE:		SHEET NO.	1 OF 1
NOTE:		DATE:			
NOTE:		DATE:			
NOTE:		DATE:			

372W24CC TAX LOT 400



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.5**

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**DEPARTMENT:** Public Works  
**PHONE:** (541) 774-2100  
**STAFF CONTACT:** Cory Crebbin, Director

**AGENDA SECTION:** Consent Calendar  
**MEETING DATE:** April 2, 2015

**COUNCIL BILL 2015-30**

An ordinance awarding a contract in the amount of \$362,905 to Knife River Materials, Inc., to perform asphalt pavement repairs on various city streets.

**ISSUE STATEMENT & SUMMARY:**

Knife River Materials, Inc. is the low bidder for a contract to perform asphalt pavement repairs on various streets in the City of Medford. The City contracts for a large proportion of pavement maintenance because it is seasonal work which exceeds the capacity of Public Works crews.

**BACKGROUND:**

Timely repair of streets decreases long-term maintenance costs by postponing the need for more costly reconstructions and produces a smoother ride for the traveling public. This contract includes repairs of failed pavement areas. Asphalt pavement repairs are a cost-effective option for restoring structural integrity to an otherwise sound street section.

**A. Council Action History**

None.

**B. Analysis**

The existing pavement condition has been analyzed and it has been determined that this maintenance action will produce a smoother and safer ride for the traveling public at the lowest life-cycle cost.

**C. Financial and/or Resource Considerations**

Expenditure of \$362,905.00 which is included in the 2015/2017 biennium budget for the Street Utility Fund (Fund 24).

**D. Timing Issues**

The work will start after July 6, 2015 and is scheduled to be complete by August 6, 2015.

**STRATEGIC PLAN:**

Theme: Responsive Leadership.

Goal 12: Ensure adequate long-term municipal financial stability for City services, assets and facilities.

Objective 12.2: Provide Public Works infrastructure (streets, sewer, and storm drainage) construction and maintenance at the lowest life-cycle costs.

Action 12.2b: Increase pavement restoration to match Public Works deterioration rate.

**COUNCIL OPTIONS:**

1. Approve the ordinance.
2. Modify the ordinance.
3. Deny the ordinance.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **40.5**

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**STAFF RECOMMENDATIONS:**

Approve the ordinance for a contract with Knife River Materials, Inc.

**SUGGESTED MOTION:**

I move to approve the ordinance for a contract in the amount of \$362,905.00 to Knife River Materials, Inc., for Asphalt Pavement Repairs.

**EXHIBITS:**

Bid Tabulation

Contract documents are available in the City Recorder's office.

**BID TABULATIONS ASPHALT PAVEMENT REPAIRS**

**Project; Asphalt Pavement Repairs on Various Streets in the City of Medford 2015**

**Location: Various Streets in the City of Medford 2015**

**Project No: MS-1601**

**Date of Bid Opening: March 12, 2015**

**Peter Brown**

**Public Works Operations**

**Engineering Tech III**



**CITY OF MEDFORD**

**PUBLIC WORKS - OPERATIONS**

**Bidder Name**

Knife River Materials

JF Shea

**Total Bid**

**\$362,905.00**

**\$473,866.00**

Item No.	Item Description	Unit of Measure	Estimated Quantity	Low Bidder Knife River Materials		JF Shea
				Unit Bid	Amount	Unit Bid
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$35,110.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$7,500.00	\$7,500.00	\$12,042.00
3	EROSION CONTROL	LS	1	\$1,000.00	\$1,000.00	\$5,076.00
4	PAVEMENT GEOTEXTILE (GLAS-GRID)	SQYD	200	\$4.00	\$800.00	\$4.30
5	4 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	1525	\$36.00	\$54,900.00	\$40.00
6	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	5510	\$47.50	\$261,725.00	\$57.00
7	LOOP DETECTOR INSTALLATION LOOPS	EACH	54	\$370.00	\$19,980.00	\$702.00
8	LOOP DETECTOR INSTALLATION HOMERUNS	FOOT	1200	\$10.00	\$12,000.00	\$6.50
				<b>Total Bid =</b>	<b>\$362,905.00</b>	<b>\$473,866.00</b>



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **60.1**

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**DEPARTMENT:** Parks and Recreation  
**STAFF PHONE:** 541-774-2400  
**STAFF CONTACT:** Brian Sjothun, Director

**AGENDA SECTION:** Ordinances & Resolutions  
**MEETING DATE:** April 2, 2015

**COUNCIL BILL 2015-31**

An ordinance authorizing execution of a Lease Agreement with the Family Nurturing Center for use of an area adjacent to the Santo Community Center.

**ISSUE STATEMENT & SUMMARY:**

This agenda item is for the consideration of a lease agreement to the City Council with the Family Nurturing Center (FNC) for an area adjacent to the Santo Community Center main building.

**BACKGROUND:**

**A. Council Action History**  
None.

**B. Analysis**

Due to unexpected circumstances, the Family Nurturing Center seeks a site to relocate its preschool program. The proposed lease agreement would provide the FNC with a site adjacent to the Santo Community Center main building.

FNC wishes to install a modular classroom and a play area on the Room 18 (north) end of the building along Columbus Avenue, facing McAndrews Road. The proposed location is in compliance with the approved master plan for the facility.

Per the agreement, the following installation and improvements would be the responsibility of FNC:

- Costs for:
  - Installation of the modular classroom building.
  - Installation of a fenced-in play structure.
  - Site improvements including utilities, landscaping and walkways.
  - Application and costs associated with Site Plan and Architectural Commission review and approval.

In addition, the following on-going costs will be the responsibility of FNC:

- Utilities associated with the modular classroom building.
- Maintenance of building and grounds contained within the leased area.

The terms of the lease are for 25 years with a potential for a 25-year renewal. The lease payment is \$1 per year for the duration of the agreement.

The installation of the modular classroom and other required improvements will not have an adverse impact upon Parks and Recreation Department service delivery or Santo Community Center operations.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **60.1**

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The facility improvements will complete the Santo Community Center master plan as it was approved in 2007.

At its March 17 regular meeting, the Parks and Recreation Commission voted 7-0 to recommend City Council approval of the lease agreement. The Commission studied the matter at its March 3 study session.

**C. Financial and/or Resource Considerations**

The Department will receive \$1 per year in lease payments for the duration of the agreement.

**D. Timing Issues**

The FNC wishes to be operational at the Santo Community Center location by mid-June, including completion of the proposed improvements.

**STRATEGIC PLAN:**

Theme: Responsive Leadership

**COUNCIL OPTIONS:**

Approve the lease agreement.  
Deny the request.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the agreement.

**SUGGESTED MOTION:**

I move to approve the lease agreement with the Family Nurturing Center for installation of a modular classroom and other required site improvements at the Santo Community Center.

**EXHIBITS:**

Family Nurturing Center lease agreement

SANTO COMMUNITY CENTER PROPERTY LEASE

THIS LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF MEDFORD (hereinafter "Lessor") and Family Nurturing Center, a non-profit corporation, (hereinafter "Lessee"),

WITNESSETH

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rental, and upon the conditions set forth herein, those certain property described within the Santo Community Center, 701 N. Columbus Ave., (hereinafter the "Premises"), located in the city of Medford, Oregon. The property bounded by the area contained within Exhibit A.

TERM OF LEASE

The term of this Lease shall be for twenty five (25) years. Said term shall commence on the 16th day of April 2015. Said term shall end at midnight on the 15th day of April 2040, unless sooner terminated or renewed pursuant to any provision hereof.

RENT

Lessee shall pay Lessor as rental, during said term, the annual rental of One Dollar (\$1.00) per year, payable in advance, on the 15th day of April of each year throughout the term of the Lease. The rent has been established to reflect the savings below market rent resulting from the exemption from taxation.

RENEWAL OPTION

If the lease is not in default when the option is exercised, or when the renewal term is commenced, Lessee shall have the option to renew this lease for a term of an additional twenty five (25) years. The option may be exercised by written notice to Lessor given not less than 90 days before the

last day of the expiring term. Giving such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

The terms and conditions of the lease for the renewal term shall be identical with the original term, including the option to renew this lease.

#### USE OF PREMISES

Lessee shall typically use the leased premises for activities and operations such as:

- ◆ Educational programs
- ◆ Pre-School programs
- ◆ Special events

Lessee may, upon written approval by Lessor, be granted permission to install a portable classroom building, security lighting, landscaping improvements, utilities, security fencing, play structures and appropriate signage for the site.

Lessee is responsible for all costs associated with the improvements listed previously as well as all land-use application fees and permits.

#### COVENANTS OF LESSEE

Lessee covenants and agrees to perform the following:

(a) To pay all rent promptly when due.

(b) To make no unlawful, improper or offensive noise or to allow any disturbances on the Premises that would interfere with the rights of nearby residential property owners and lessees to the quiet use and enjoyment of their premises. The Lessee shall promptly respond in writing to the City Manager to any notices of complaints of noise or disturbances brought to the Lessee's attention by the Lessor. In the event the Lessee fails to reasonably correct or respond to complaints by residential neighbors of interference with their rights to the quiet use and enjoyment of their property, upon ninety (90) days written notice the City Council may declare this lease incompatible with the neighborhood in the opinion of the City Council.

(c) Not to commit or allow any strip or waste of any part of the leased Premises without prior permission from the Lessor.

(d) To defend and indemnify Lessor, Lessor's agents and employees, and to hold them forever harmless from any and all claims and demands whatever for injuries to persons or property arising from or in any way connected with the possession or use of the said Premises by Lessee, Lessee's employees,

agents and licensees at any time during the lease term and to reimburse Lessor, Lessor's agents and employees, for any and all costs and expenses, including attorneys' fees, arising out of or in any way connected with any and all such claims or demands. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties or by any condition of the premises except to the extent caused by Lessor's negligence or breach of duty under this lease.

(e) Lessee, at the expiration or sooner termination of this Lease, or any extension or renewal hereof, will quietly and peacefully vacate and deliver the within Premises to Lessor in as good and tenantable condition as the same are at the beginning of this Lease, reasonable wear and tear and damage by fire or other unavoidable casualties alone excepted.

(f) If Lessee holds over after the expiration of the term of this Lease, and shall not have agreed in writing with Lessor upon the terms and provisions of a new lease prior to such expiration, Lessee shall remain bound by all of the terms and provisions hereof, except that tenancy shall be from month to month.

(g) Lessee will keep the leased Premises free and clear of all liens for labor and/or materials performed or furnished to Lessee at said Premises.

(h) Lessee shall not use or occupy the Premises in violation of applicable laws, rules or regulations of the United States, State of Oregon, or any other public authority, and Lessee's continued use or occupancy of any portion of the Premises in violation of such law, rule or regulation, after ten (10) days written notice from Lessor to discontinue any such use or occupation, shall at the option of Lessor constitute a breach of this Lease.

(i) Lessee acknowledges the premises located therein to be in good order and condition, exceptions noted in attached Exhibit A. Lessee agrees to maintain said premises and property in the same condition, order and repair as they are at the commencement of this lease, except for ordinary wear and tear. Lessor acknowledges that Lessee must make major alterations and improvements to the Premises before they are suitable for the intended purposes. Therefore, Lessee must complete substantial improvements on the site within one year after Lessor has completed design and construction of the infrastructure, including electrical, water and sewer connections. Lessee must obtain Lessor's consent before making any improvements to the Premises. Lessor's consent to Lessee making necessary alterations and improvements to or upon said Premises shall not be unreasonably withheld, and Lessee acknowledges that said alterations or improvements shall be made at Lessee's expense. All improvements shall comply with the Medford Municipal Code. Further, Lessee must obtain an occupancy permit within one year after Lessee provides infrastructure. Lessee shall have no right to

make any alterations to the premises or to make any repairs at the expense of the Lessor. The Lessor shall have no responsibility whatsoever to make any repairs to the premises during the term of this lease, regardless of the cause of any damage or deterioration. Upon termination of this lease, all alterations, additions and improvements (including without limitation all non-temporary structures, electrical, lighting, plumbing, heating and air-conditioning equipment, foundations, doors, windows, partitions, drapery, carpeting, shelving, counters, physically attached fixtures, and plants growing in the ground) shall at once become part of the Premises and belong to Lessor, unless the terms of the applicable consent provide otherwise. Lessor may, upon termination of the lease, require Lessee to remove certain improvements, alterations and additions, and upon receipt of notice of specific improvements, alterations and additions to be removed, Lessee shall remove the same and restore the Premises to the condition that existed at the commencement of the lease. No removal of any improvements, alterations, or additions shall be required upon termination of the Lease unless removal was specified as a condition of Lessor's consent.

(j) Lessee assumes complete responsibility to maintain the grass, shrubbery and other landscaping in good condition at its own expense.

(k) Lessee shall pay for all heat, light, power, gas, water, sewage, telephone and other services or utilities used on the Premises during the lease term.

(l) Lessee shall pay any and all special service fees, charges or taxes imposed by the City of Medford, County of Jackson, State of Oregon, or other governmental authority arising from Lessee's use or occupancy of the premises, or seek an exemption therefrom pursuant to statute.

(m) Lessee shall pay for all service required to keep the sewer systems inside and outside the premises in good condition and repair and for any services necessary in case such sewer system within the building becomes clogged.

(n) Lessee shall pay for all janitorial services required inside the premises.

(o) Lessor and its agents shall have access to all leased buildings and grounds for inspection purposes within a period of forty eight (48) hours following verbal or written notification unless such advance notice, for any reason, conflicts with Lessee's activities. If so, a time of mutual convenience shall be arranged. Lessor's right of inspection is solely for the purpose of ensuring compliance with this lease.

COVENANTS OF LESSOR

Lessor shall be responsible for designing and constructing the basic infrastructure for the premises such as connection to utilities, water, sewer, walkways and other items necessary for installation of the items listed in Use of Premises section.

TAXES AND OTHER EXPENSES

Lessee shall reimburse Lessor, within fifteen (15) days after notice from Lessor, for any real property taxes Lessor is required to pay on the premises during the lease term. Lessee shall be responsible for doing whatever is necessary to obtain an exemption from assessment and obligation for payment of real property taxes, on this property, pursuant to ORS 307.166. Ordinarily the premises would be exempt from assessment for real property taxes so long as this property is used for municipal purposes pursuant to ORS 307.090.

HAZARD INSURANCE

Lessee agrees to keep and maintain in force, at Lessee's expense, a hazard insurance policy or policies, subject to the approval of the City, and shall list the Lessor as named insured up to the limits of liability set forth herein. Said policy or policies shall include extended coverage upon the buildings and improvements now or hereafter existing upon the premises, insuring the same for the replacement value thereof, and Lessee shall provide Lessor with a copy(s) or certificate(s) for such coverage. Said insurance shall provide for payment of loss to Lessor (and such holder of a mortgage or deed of trust as may be designated by Lessor), and shall include in each instance appropriate endorsement to the effect that Lessor shall be provided with not less than ten (10) days advance notice of cancellation or nonrenewal. Lessor shall use the proceeds of any insurance recovery on loss to the real or personal property for repair or replacement of the same. The Lessee may at its own expense purchase any additional coverage it may desire for its own benefit.

SUBROGATION OF CLAIMS

Anything to the contrary in this lease notwithstanding, neither party, nor its officers, directors, employees, agents or invitees, shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, when such loss is caused by any of the perils which are or could be insured against under a standard policy of full replacement cost insurance for fire, theft and all risk coverage, or

11/15/2011 10:00:00 AM

losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees (this clause shall not apply, however, to any damage caused by intentionally wrongful actions or omissions); provided, however, that if, by reason of the foregoing waiver, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by either party. Each party shall give the other party notice at any time when it is unable to obtain insurance with such a waiver of subrogation and the foregoing waiver shall be effective until thirty (30) days after notice is given. Each party represents that its current insurance policies allow such waiver.

#### DAMAGE TO THE PREMISES

In the event the leased Premises are destroyed by fire, or other unavoidable casualty or are so damaged as to render the same wholly unfit for occupancy and such damage or destruction cannot be reasonably repaired within ninety (90) days from the date thereof, then this lease shall terminate as of the date of said damage or destruction, and Lessee shall immediately surrender said Premises to Lessor. If, however, said destruction or damage can be repaired within ninety (90) days, or the Premises are so damaged as not to be rendered wholly unfit for Lessee's occupancy, then Lessee shall be obligated to repair the same with all reasonable dispatch.

#### COMPREHENSIVE LIABILITY INSURANCE

Lessee shall keep and maintain in force, at Lessee's expense, a policy or policies of comprehensive liability insurance, written by an insurer authorized to do business in Oregon and satisfactory to Lessor, insuring Lessee and Lessor (and such other persons, firms, or corporations as are designated by Lessor) against liability, costs and expenses, including counsel fees, for injury to or death of persons or damage to property arising out of or in any manner connected with the above described Premises, improvements thereon, or the operations or activities of the Lessee, Lessee's invitees, licensees or any other persons thereon. The limit of liability of such insurance shall not be less than One Million Dollars (\$1,000,000) for injury to one or more persons, and One Hundred Thousand Dollars (\$100,000) for property damage, and Lessee shall arrange for Lessor to be provided with certificates of such coverage, including in each instance appropriate endorsement to the effect that Lessor shall be provided with not less than ten (10) days advance notice of cancellation or nonrenewal.

### ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet this Lease or any of Lessee's rights hereunder without written consent of Lessor.

### CONDEMNATION

If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

If part of the leased property is taken by eminent domain, and such taking does not render the leased property unsuitable for the purposes herein leased, this Lease shall not terminate by virtue of such taking. In such event the Lessor shall be entitled to recover compensation from the condemning authority, on behalf of Lessee, for any loss or damage caused by them in such partial condemnation. Lessor shall pay Lessee its proportional share of the loss or damage. Alternatively, Lessor shall be entitled to all of the proceeds of condemnation, and Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of condemnation.

### COVENANTS REGARDING HAZARDOUS MATERIAL

Lessor covenants that Lessor is not aware of any environmental contamination on the Premises. Lessor agrees to indemnify and defend Lessee against any claims made against Lessee because of environmental contamination to the Premises existing prior to occupancy of the Premises by Lessee.

Lessee covenants that Lessee will not allow any gasoline, oil, or other chemicals or hazardous materials to contaminate the property or subsurface soil, and to immediately remove any contaminated materials and to thereafter restore the Premises and to indemnify and defend Lessor against any and all claims made against Lessor on account of any hazardous materials placed upon the Premises by Lessee or Lessee's invitees or licensees.

Lessee agrees to comply with any and all governmental regulations, state, federal, or municipal, regarding hazardous materials except in respect to pre-existing contamination, which shall remain the

responsibility of the Lessor. The covenants of this paragraph shall survive any termination or expiration of this lease.

#### DEFAULT AND REMEDIES

##### Lessor's Rights and Remedies:

Lessor may terminate this lease for any reason upon one hundred eighty (180) days written notice to Lessee. Such notice of termination shall not constitute a breach of this lease and Lessor shall not be liable in damages therefore. This lease agreement may be terminated by the Lessor upon ninety (90) days written notice in the event of material breach by the Lessee of the terms and conditions stated herein. Material breach includes, but is not limited to, situations in which Lessee's interest, or any part of its interest, in this Lease is assigned or transferred, either voluntarily or by operation of law, except with Lessor's consent, or any other violation of the Covenants of Lessee specified herein.

Lessee shall be in default under this Lease if Lessee fails to observe or perform any of the provisions of this Lease (other than the payment of money) to be observed or performed by Lessee where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. However, on failure to perform, Lessor shall have the right without any further demand or notice, to re-enter the Premises and eject all persons from the Premises, using all necessary force to do so, and either:

A. Declare this Lease at an end, or

B. Without terminating this Lease, relet the Premises, or any part of the Premises, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable.

Lessee shall allow any such re-entry without hindrance, and Lessor shall not be liable in damages for any such re-entry, or be guilty of trespass or forcible entry.

C. It is expressly understood that the rights hereinabove provided, shall be deemed cumulative and nonexclusive and that the Lessor may exercise any other right or remedy which the Lessor may have at law or in equity under the statutes and the laws of the State of Oregon.

##### Lessee Rights and Remedies:

Lessee may terminate this lease for any reason upon thirty (30) days written notice to Lessor. Such notice of termination shall not constitute a breach of this lease and Lessee shall not be liable in

damages therefore.

WAIVER

One or more waivers by either party of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Lessor's consent to or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

NOTICES

All notices required hereunder shall be given to the parties herein at their addresses provided below unless and until advised by the parties of a change in such address:

<u>Lessor</u>	<u>Lessee</u>
City of Medford	Family Nurturing Center
Eric Swanson, City Manager	Sher Barber, Executive Director
411 W. 8 <sup>th</sup> Street	212 N. Oakdale
Medford, OR 97501	Medford, OR 97501

Any notice required or permitted under this lease shall begin to run on the date such notice is delivered, if properly sent, postage prepaid by certified or registered mail addressed to the address first given in this lease, or to such other address as may be specified from time to time by each of the parties in writing. Notice shall be construed as delivered as of the postmark date of sender's mail receipt form.

SUCCESSOR INTERESTS

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, assigns and successors in interest of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

GENDER

In construing this agreement it is understood that the Lessor may be more than one person and that Lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all

grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

LESSOR  
CITY OF MEDFORD

\_\_\_\_\_  
Gary Wheeler, Mayor

LESSEE  
FAMILY NURTURING CENTER

  
Sher Barber, Executive Director





**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **60.2**

www.ci.medford.or.us

**DEPARTMENT:** Finance  
**STAFF PHONE:** 541-774-2030  
**STAFF CONTACT:** Alison Chan, Director

**AGENDA SECTION:** Ordinances & Resolutions  
**MEETING DATE:** April 2, 2015

**COUNCIL BILL 2015-32**

A resolution adopting an eleventh Supplemental Budget for the 2013-15 biennium.

**ISSUE STATEMENT & SUMMARY:**

ORS 294.471 provides for a Supplemental Budget process. A supplemental budget is required to increase appropriations.

**BACKGROUND:**

The Finance department is requesting to recognize and appropriate \$70,000 through the supplemental budget process. The appropriation is needed to cover the additional, unanticipated costs for the Riverside South Parking Lot (BR083). The funds will come from Medford Urban Renewal Agency (MURA) due to the 4<sup>th</sup> and Central Intersection project being completed under budget. The South Riverside Parking Lot encountered unexpected removal of substandard soil and unanticipated underground concrete foundations that, once removed, required structural fill.

The Finance department is also requesting to recognize and appropriate greater than budgeted transient lodging tax revenue to the Community Promotions Fund. The estimated revenue is \$200,000. The corresponding appropriation is the disbursement to Travel Medford (formerly the VCB).

**A. Council Action History**

The biennium budget was approved in June of 2013 and this is the eleventh supplemental budget of the biennium.

**B. Analysis**

ORS 294.471 provides for a Supplemental Budget process. A supplemental budget is required to increase appropriations.

**C. Financial and/or Resource Considerations**

The requested approval of the Resolution will increase appropriations as follows

General Fund (001)	\$ 70,000
Community Promotions Fund (030)	\$ 200,000

**D. Timing Issues**

Approval of the resolution is necessary before June 30, 2015 as that is the end of the 2013-2015 biennium.

**STRATEGIC PLAN:**

Theme: Responsive Leadership

Goal 12: Ensure financial stewardship and long-term municipal financial stability for City services, assets and facilities.



**CITY OF MEDFORD**  
**AGENDA ITEM COMMENTARY**

Item No: **60.2**

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**COUNCIL OPTIONS:**

1. Approve the resolution.
2. Deny the resolution.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the resolution.

**SUGGESTED MOTION:**

I move to approve the resolution which recognizes and appropriates \$70,000 in the General Fund (001) and \$200,000 in the Community Promotions Fund (030).

**EXHIBITS:**

Supplemental Budget Request

**CITY OF MEDFORD Appropriation Modifications per ORS 294.471**

Requesting Department: Finance

Biennium **FY13/14 - FY14/15**

Date of Proposed Council Action: 4/2/2015

Date **March 25, 2015** *cd*

Explanation of Requested Transfer: See AIC

Account Number	Description	Project Number	Debit	Credit
030-0102-663.27-16	City Grants		200,000	
030-0000-300.02-02	Hotel Motel Taxes		-	200,000
001-5208-652.51-00	CIP S Parking Lot	BR0083	70,000	-
001-0000-370.11-00	MURA Revenue			70,000
<b>TOTALS</b>			<b>270,000</b>	<b>270,000</b>

Requested by *[Signature]*  
 Department Head

Approved by *[Signature]*  
 City Manager

# **Agenda Item 80.1**

## **Capital Improvement Project Update**



***City of Medford  
Capital Improvement  
Projects Update***

***March 12, 2015***



**Our Mission:**  
**On Time & Under Budget**

**City of Medford – Capital Improvement Projects Update**  
**March 12, 2015**

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**Bond Projects:**

**BR0071 – Fire Station #2**

Project Goal: Construction of a new Fire Station #2.

**Recent Project Milestones:**

- Corrected and Completed SPAC package re-submitted.
- Long-lead Tap-Out alert system ordered from Motorola. Coming from Israel.

**Upcoming Project Milestones:**

- 100% Design Development (DD), construction cost estimate, Value Engineering Session.
- Construction Drawing Phase (CD) delayed due to incomplete DD phase.
- SPAC Review and Approval (March 2015).
- Planning, permitting and GMP phases.
- June 2015 Construction scheduled to begin as a result of delays in DD and other design processes.

Funds Budgeted	\$2,976,800
Funds Expended	(\$94,580)
Encumbrances	(\$171,555)
Balance Remaining	\$2,710,665

**BR0072 – Fire Station #3**

Project Goal: Construction of a new Fire Station #3.

**Recent Project Milestones:**

- Corrected and Completed SPAC package re-submitted.
- Long-lead Tap-Out alert system ordered from Motorola. Coming from Israel.

**Upcoming Project Milestones:**

- 100% Design Development (DD), construction cost estimate, Value Engineering Session.
- Construction Drawing Phase (CD) delayed due to incomplete DD phase.
- SPAC Review and Approval (March 2015).
- Planning, permitting and GMP phases.
- June 2015 Construction scheduled to begin as a result of delays in DD and other design processes.

Funds Budgeted	\$3,827,330
Funds Expended	(\$123,244)
Encumbrances	(\$204,031)
Balance Remaining	\$3,500,055

**BR0073 – Fire Station #4**

**Project Goal:** Construction of a new Fire Station #4.

**Recent Project Milestones:**

- Corrected and Completed SPAC package re-submitted.
- Long-lead Tap-Out alert system ordered from Motorola. Coming from Israel.

**Upcoming Project Milestones:**

- 100% Design Development (DD), construction cost estimate, Value Engineering Session.
- Construction Drawing Phase (CD) delayed due to incomplete DD phase.
- SPAC Review and Approval (March 2015).
- Planning, permitting and GMP phases.
- June 2015 Construction scheduled to begin as a result of delays in DD and other design processes.

<b>Funds Budgeted</b>	<b>\$3,827,330</b>
<b>Funds Expended</b>	<b>(\$123,774)</b>
<b>Encumbrances</b>	<b>(\$199,841)</b>
<b>Balance Remaining</b>	<b>\$3,503,715</b>

**PD0076 – Police Station**

**Project Goal:** Construction of a new police department facility with associated secure parking and storage areas.

**Recent Project Milestones:**

- February 25 - IGA use of County swale approved by County Commission.
- Design Development construction cost estimate and Value Engineering session completed.
- March 3, 2015 - Early work package proposals received (building shell, Long-lead items, earthwork, and utilities).

**Upcoming Project Milestones:**

- March 10, 2015 – Early Work proposal evaluations completed.
- April 27, 2015 – Ground Breaking Ceremony
- Construction design phase completion for final work package.
- Planning, permitting, and GMP phases.
- April 2015 construction scheduled to begin.

<b>Funds Budgeted</b>	<b>\$14,574,580</b>
<b>Funds Expended</b>	<b>(\$438,361)</b>
<b>Encumbrances</b>	<b>(\$564,013)</b>
<b>Balance Remaining</b>	<b>\$13,572,206</b>

**PD0077 – Police Station Secured Garage**

Project Goal: Construction of a new police department facility with attached secure parking and storage areas.

**Recent Project Milestones:**

- February 25 - IGA use of County swale approved by County Commission.
- Design Development construction cost estimate and Value Engineering session completed.
- March 3, 2015 - Early work package proposals received (building shell, Long-lead items, earthwork, and utilities).

**Upcoming Project Milestones:**

- March 10, 2015 – Early Work proposal evaluations completed.
- April 27, 2015 – Ground Breaking Ceremony
- Construction design phase completion for final work package.
- Planning, permitting, and GMP phases.
- Final work package construction scheduled to begin.

Funds Budgeted	\$7,508,120
Funds Expended	(\$225,307)
Encumbrances	(\$290,552)
Balance Remaining	\$6,992,261

**PR0056 - U.S. Cellular Community Park – Phase IV (5-47)**

Project Goal: The completion of three additional playing fields along with associated parking and infrastructure as described in the approved master plan.

**Recent Project Milestones:**

- February 23, 2015 – Initiated landscape and irrigation construction to complete the Phase IV project work
- February 27, 2015 – completed rough grading and topsoil placement from stockpile area
- March 2, 2015 Executed Change orders 2 through 4 for various improvements to the drainage system and concrete entry plaza.

**Upcoming Project Milestones:**

- March 2015 – Complete finish grading, landscape and irrigation, as weather permits.
- March 2015 – Project completed, contingent on weather.
- June 2015 – Completion of dog park and trail connecting east side of project.

Funds Budgeted	\$6,385,540
Funds Expended	(\$5,854,427)
Encumbrances	(\$60,112)
Balance Remaining	\$471,001

**General Fund Projects:**

**BR0062 – Cemetery Improvements (5-30)**

Project Goal: To provide renovations and repairs to the Mausoleum located at the IOOF/Eastwood Cemetery.

**Recent Project Milestones:**

- February 2015 – Mausoleum lighting cancelled to proceed with painting.

**Upcoming Project Milestones:**

- May 2015 – Mausoleum building exterior paint

Funds Budgeted	\$75,000
Funds Expended	(\$48,324)
Encumbrances	(\$0)
Balance Remaining	\$26,676

**BR0064 – Annex Energy Management Replacement (5-31)**

Project Goal: Replace antiquated Energy Management System (EMS) for building automation of HVAC at the Lausmann Annex.

**Recent Project Milestones:**

- August 25, 2014 - Construction/Project Begin.

**Upcoming Project Milestones:**

- April 2015 – Completion.

Funds Budgeted	\$110,000
Funds Expended	(\$97,163)
Encumbrances	(\$7,550)
Balance Remaining	\$5,287

**BR0068 – City Hall Electrical Modifications (5-33)**

Project Goal: To provide general electrical modifications to departments requiring space upgrades.

**Recent Project Milestones:**

**Upcoming Project Milestones:**

- On-going throughout the biennium for City Hall offices.
- June 2015 – Project completed.

Funds Budgeted	\$15,000
Funds Expended	(\$3,703)
Encumbrances	(\$0)
Balance Remaining	\$11,297

**BR0070 – Citywide Card Access Upgrade (5-35)**

Project Goal: Upgrade and expand automatic locking systems on all administrative buildings to a windows based system.

Recent Project Milestones:

- February 2015 – Long lead equipment received and building installation begins.

Upcoming Project Milestones:

- April 2015 – Completion.

Funds Budgeted	\$446,000
Funds Expended	(\$98,803)
Encumbrances	(\$329,865)
Balance Remaining	\$17,332

**BR0074 – Fire Station #5 (5-40)**

Project Goal: Provide renovations to Fire Station 5 building in order to address multiple maintenance items necessary for operational sustainability.

Upcoming Project Milestones:

- April 2015 – Bid project.
- June 2015 – Award contract.
- Project will be carried forward to the 2015/17 biennium.

Funds Budgeted	\$25,000
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$25,000

**BR0075 – Fire Station #6 (5-40)**

Project Goal: Provide renovations to Fire Station 6 building in order to address multiple maintenance items necessary for operational sustainability.

Upcoming Project Milestones:

- April 2015 – Bid project.
- June 2015 – Award contract.
- Project will be carried forward to the 2015/17 biennium.

Funds Budgeted	\$395,000
Funds Expended	(\$143)
Encumbrances	(\$0)
Balance Remaining	\$394,857

**BR0076 – Police Property Control (5-41)**

Project Goal: Construction of an addition to the existing property control area located at the Service Center.

Recent Project Milestones:

- February 27, 2015 – Project substantial completion

Upcoming Project Milestones:

- March 13, 2015 – Building punch list items to be completed.
- March 18, 2015 – Certificate of Occupancy request.
- April 2015 – Delayed sidewalk dedication finalized.
- April 2015 – Equipment elevator received and installed. (Item delay due to company going out of business after initial order).

Funds Budgeted	\$523,400
Funds Expended	(\$451,808)
Encumbrances	(\$71,592)
Balance Remaining	\$0

**BR0081 – New Oakdale West Parking Lot**

Project Goal: Completion of an expansion of the Red Parking Lot to replace parking that will be lost due to the construction of the new police facilities.

Recent Project Milestones:

- February 2015 – Asphalt and concrete Installation completed.

Upcoming Project Milestones:

- April 2015 Completion.

Funds Budgeted	\$450,000
Funds Expended	(\$279,885)
Encumbrances	(\$140,657)
Balance Remaining	\$29,458

**BR0086 – Fire Station #4 Temporary Bay**

**Project Goal:** Construction of a metal facility to house fire trucks and equipment during the construction of a new Fire Station #4. Facility will be utilized as a logistic center after construction is complete for the new station.

Recent Project Milestones:

Upcoming Project Milestones:

- March 2015 – SPAC review/approval
- April 2015 - Apparatus building construction to begin.
- May 2015 - Apparatus building completed.

Funds Budgeted	\$250,000
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$250,000

**BR0087 – Fire Station #4 Temporary Living Quarters**

**Project Goal:** Installation of temporary living quarters that will be utilized during the construction of the new Fire Station #4. Once the new station is completed, the living quarters will be relocated to U.S. Cellular Community Park and utilized as a resident caretaker facility.

Recent Project Milestones:

- January/February 2015 modular building procurement.

Upcoming Project Milestones:

- April 2015 – modular installation scheduled (Start date tied to installation of utilities as part of BR0086 project).
- May 2015 - modular building scheduled for installation.

Funds Budgeted	\$67,200
Funds Expended	(\$250)
Encumbrances	(\$66,950)
Balance Remaining	\$0

**PR0071 – Fichtner-Mainwaring Tennis Court Renovation (5-51)**

**Project Goal:** Rebuild four (4) courts and resurface all eight (8) tennis courts at Fichtner-Mainwaring Park.

Recent Project Milestones:

- December 2014 – Grant to be awarded by Medford Parks & Recreation Foundation.

**Upcoming Project Milestones:**

- March 2015 – Surface coating and striping.
- April 2015 - Scheduled completion.

Funds Budgeted	\$265,000
Funds Expended	(\$207,895)
Encumbrances	(\$56,166)
Balance Remaining	\$939

**PR0093 – Neighborhood Street Tree Program (5-58)**

**Project Goal:** Identify and coordinate the planting of trees within planter strips and rights-of-ways in partnership with private homeowners.

**Recent Project Milestones:**

- September 2014 – Identify additional areas for planting.
- December 13, 2015 – Street tree planting on two streets.

**Upcoming Project Milestones:**

- May 2015 – Complete plantings for the fiscal period.

Funds Budgeted	\$25,000
Funds Expended	(\$20,425)
Encumbrances	(\$0)
Balance Remaining	\$4,575

**PR0094 – Hilfiker Wall Replacement (5-59)**

**Project Goal:** Continue with restoration necessary to the Hilfiker wall located just south of U.S. Cellular Community Park, along the Bear Creek Greenway.

**Recent Project Milestones:**

- January 2015 – Galli Group provided cost estimates for revised project work.

**Upcoming Project Milestones:**

- February/March – Funding will be sought for project through various grants and requests in the 2015/17 Biennial Budget.

Funds Budgeted	\$20,000
Funds Expended	(\$10,009)
Encumbrances	(\$0)
Balance Remaining	\$9,991

**PR0098 – Howard & Jackson Parking Lot Repave (5-63)**

Project Goal: Upgrades to the parking lots located at Howard and Jackson Parks.

**Upcoming Project Milestones:**

- March 2015 – Develop bid documents.
- April 2015 – Advertise and award bid.
- May 2015 – Construction\Project Begin.
- June 2015 – Completion.

Funds Budgeted	\$60,000
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$60,000

**PR0099 – Railroad Park Improvements (5-64)**

Project Goal: Complete necessary repairs to the parking lot, lighting and signage.

**Recent Project Milestones:**

- January 2015 – Added parking lot lighting.

**Upcoming Project Milestones:**

- May 2015 – Completed Irrigation, electrical and lighting modifications.

Funds Budgeted	\$20,000
Funds Expended	(\$4,970)
Encumbrances	(\$9,840)
Balance Remaining	\$5,190

**PR0105 (MUR018) – Hawthorne Park**

Project Goal: Implementation of master plan items in order to rehabilitate Hawthorne Park.

**Recent Project Milestones:**

- February 17, 2015 – Dog park path paving completed.
- February 27, 2015 – Executed Phase II contract for parking lot, restroom and courts.

**Upcoming Project Milestones:**

- March 2015 – complete dog park lighting system installation.
- March – Develop phase III construction drawings for water play, playground, landscaping and irrigation
- March 30, 2015 - Develop phase III contract
- June 2015– Completion of funded items.

Funds Budgeted	\$1,800,000
Funds Expended	(\$155,290)
Encumbrances	(\$1,054,094)
Balance Remaining	\$590,616

**BR0083 (MUR023) – Riverside South Parking Lot – (Dollar GMC)**

Project Goal: Acquisition and development of a parking lot to increase parking in downtown.

Recent Project Milestones:

- December 2014 – Awarded contract to Vitus Construction.
- Construction on-going, approximately 10% completed.

Upcoming Project Milestones:

- May 2015 – Construction to be completed.

Funds Budgeted	\$674,000
Funds Expended	(\$168,284)
Encumbrances	(\$478,972)
Balance Remaining	\$26,744

**BR0084 (MUR025) – Riverside North Parking Lot – (Red Lion)**

Project Goal: Acquisition and development of a parking lot to increase parking in downtown.

Recent Project Milestones:

- March 2015 – Design completed and awaiting ODFW approval.

Upcoming Project Milestones:

- April 2015 – Scheduled for bid.
- August 2015 – Scheduled completion date.

Funds Budgeted	\$975,000
Funds Expended	(\$12,298)
Encumbrances	(\$15,226)
Balance Remaining	\$947,476

**CA1823 - 4<sup>th</sup> & Central Intersection Improvements – Public Works**

Project Goal: Renovation of 4<sup>th</sup> and Central intersection.

Recent Project Milestones:

- December 2014 – Construction complete (striping, and punch-list will be weather dependent).

**Upcoming Project Milestones:**

- TBD – Final Striping.

Funds Budgeted	\$990,000
Funds Expended	(\$678,794)
Encumbrances	(\$72,503)
Balance Remaining	\$238,703

**Completed General Fund Projects:**

Project #	Project	Completed	Budget	Actual	Savings
BR0065	Server Room HVAC Replacement	06/06/14	\$28,000	\$27,954	\$46
BR0069	SC Floor Replacement	03/20/14	\$40,000	\$29,043	\$10,957
BR0077	CMO Interior Modifications	01/02/15	\$25,000	\$24,448	\$552
BR0078	Alba/Medford Room Floors	10/31/13	\$25,000	\$12,408	\$12,592
BR0079	HR Floor & Updates	10/31/13	\$15,000	\$10,267	\$4,733
BR0085	Fire Transaction Window	09/30/14	\$16,000	\$15,648	\$352
PR0061	Pedestrian Path Repairs	09/30/14	\$60,000	\$60,000	\$0
PR0097	Holmes Park Sewer Line	04/11/14	\$20,000	\$18,307	\$1,693
		Totals	\$229,000	\$188,075	\$30,925

**Park Dedication Fund Projects:**

**PR0022 – Leisure Services Plan Update**

**Project Goal:** Begin update to various components of the department’s Leisure Services Plan. This phase is to develop recommendations from the University of Oregon Sustainability program regarding cost recovery for Recreation Division programming.

**Recent Project Milestones:**

- **January 2015 – Parks & Recreation Commission approved six-year Capital Improvement Plan update.**

**Upcoming Project Milestones:**

- **February/March – Final development of Community Needs Survey.**
- **April-June – Community Needs Survey conducted.**
- **Project will be carried forward to 2015/17 biennium.**

<b>Funds Budgeted</b>	<b>\$20,000</b>
<b>Funds Expended</b>	<b>(\$143)</b>
<b>Encumbrances</b>	<b>(\$0)</b>
<b>Balance Remaining</b>	<b>\$19,857</b>

**PR0069 – Prescott Park (5-50)**

**Project Goal:** Continue with the implementation of the master plan that was approved in January 2009. Funding will be used to obtain proper land-use approvals and designs for trail construction.

**Recent Project Milestones:**

- **February 5, 2015 – Anticipated acceptance of grant award by Council.**

**Upcoming Project Milestones:**

- **On-Going – Fundraising for construction by Rogue Valley Mountain Bike Association.**
- **March-June 2015 – Land use approvals sought via Jackson County.**

<b>Funds Budgeted</b>	<b>\$75,000</b>
<b>Funds Expended</b>	<b>(\$3,278)</b>
<b>Encumbrances</b>	<b>(\$0)</b>
<b>Balance Remaining</b>	<b>\$71,722</b>

**PR0073 - Playground Development/Replacement (5-52)**

**Project Goal:** Remove and replace outdated play structures at Union Park and Donahue-Frohnmayr Park.

**Recent Project Milestones:**

- January 2015 Contract award for Donahue-Frohnmayr park play structure installation
- March 6, 2015 – Donahue-Frohnmayr play structure installation began.

**Upcoming Project Milestones:**

- March 2015 Playground installations complete

Funds Budgeted	\$133,000
Funds Expended	(\$100,910)
Encumbrances	(\$32,340)
Balance Remaining	(\$250)

**PR0076 - Chrissy Park (5-53)**

Project Goal: Begin development of the current Chrissy Park property as outlined in the community development master plan completed by staff and approved by the Parks & Recreation Commission in 2006.

**Upcoming Project Milestones:**

- Staff does not anticipate action on this project during the current biennium.

Funds Budgeted	\$290,000
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$290,000

**PR0079 – Trail & Pathway Development (5-54)**

Project Goal: Continue development of phases for trail development within current or to be constructed facilities as outlined by the Leisure Services Plan.

**Recent Project Milestones:**

- November 12 – Notification of intent to award a \$75,000 grant through the Recreational Trails Program for trail development at Prescott Park.

**Upcoming Project Milestones:**

Funds Budgeted	\$112,500
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$112,500

**PR0080 – Oregon Hills Park (5-55)**

Project Goal: Continue with the implementation of the approved master plan for this East Medford park site, as outlined in the Leisure Services Plan.

Upcoming Project Milestones:

- Project will be carried forward to 2015/17 biennium.

Funds Budgeted	\$400,000
Funds Expended	(\$88,399)
Encumbrances	(\$2,525)
Balance Remaining	\$309,076

**PR0092 – Aquatic Facilities (5-57)**

Project Goal: To develop aquatic facilities as outlined in the Leisure Services Plan.

Upcoming Project Milestones:

- Staff is does not anticipate action on this project during the current biennium.

Funds Budgeted	\$6,800
Funds Expended	(\$0)
Encumbrances	(\$0)
Balance Remaining	\$6,800

**PR0095 – SE Area Plan (5-60)**

Project Goal: Acquisition and development of parks and trails within the SE Area Plan.

Upcoming Project Milestones:

- Staff is does not anticipate additional action on this project during the current biennium.

Funds Budgeted	\$387,000
Funds Expended	(\$399,434)
Encumbrances	(\$0)
Balance Remaining	(\$12,434)

**PR0096 - Cedar Links Park (5-61)**

Project Goal: Development of a community based master plan and approval of a Conditional Use Permit for future construction of this neighborhood park.

**Upcoming Project Milestones:**

- Project will be carried forward to 2015/17 Biennium.

<b>Funds Budgeted</b>	<b>\$33,500</b>
<b>Funds Expended</b>	<b>(\$23,934)</b>
<b>Encumbrances</b>	<b>(\$1,473)</b>
<b>Balance Remaining</b>	<b>\$8,093</b>

**Completed Park Dedication Fund Projects:**

<b>Project #</b>	<b>Project</b>	<b>Completed</b>	<b>Budget</b>	<b>Actual</b>	<b>Savings</b>
PR0007	Kennedy Park	09/30/14	\$30,000	\$13,850	\$16,150
PR0063 & PH0072	Liberty Park	06/30/14	\$262,115	\$241,599	\$20,516
PR0102 & PH0067	Union Park	08/01/14	\$190,500	\$191,274	(\$774)
PR0104	Pear Blossom Park	07/15/14	\$150,000	\$156,007	(\$6,007)
		<b>Totals</b>	<b>\$632,615</b>	<b>\$603,423</b>	<b>\$29,885</b>