

Agenda

Shady Cove Regular City Council Meeting

Shady Cove City Council Chamber
22451 Highway 62, Shady Cove, Oregon
Thursday, October 3, 2019
6:00 p.m.

I. Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Announcements by Presiding Officer

- 1. This meeting is being digitally recorded.
- 2. The next scheduled meeting of the Planning Commission will be a Public Hearing on October 10, 2019, at 6:30 p.m. in the Council Chamber.
- 3. The next meeting of the City Council will be October 17, 2019, at 6:00 p.m. in the Council Chamber.
- 4. Public may comment on agenda items – Public must state name, address and standing to discuss an issue. Issues must have a city-wide impact and not be personal issues.

II. Consent Calendar

- A. Regular Meeting Minutes of September 19, 2019 (pg. 3-6)

III. Written Communication

None.

IV. Staff Reports

- A. Bills Paid Report, September 11, 2019 – September 24, 2019; \$19,864.21 (pg. 7)
- B. City Administrator
- C. Jackson County Deputy

V. Old Business

- A. Parks and Recreation Commission recommendation (pg. 8-18)
- B. Discussion Item – Fire Marshall for Fire, Life, and Safety

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

C. Resolution 19-14 – Emergency Management Commission (pg. 19-22)

VI. New Business

A. Aunt Caroline's Park ADA Ramp

VII. Public Comment on Non-Agenda Items

VIII. Council Comments on Non-Agenda Items

A. Mayor Richardson – Rogue Valley Council of Governments

B. Councilor Mitchell – Rogue Valley Area Commission on Transportation & Parks and Recreation Commission

C. Councilor McGregor – Southern Oregon Regional Economic Development Inc

D. Councilor Hohenstein – Planning Commission

E. Councilor Tarvin

XI. Adjournment

City of Shady Cove
City Council Regular Meeting Minutes
Thursday, September 19, 2019

CALL TO ORDER

Mayor Richardson called the Regular City Council Meeting to order at 6:00 p.m. in the City Council Chamber.

Council Present: Mayor Richardson, Councilor Mitchell, Councilor McGregor, Councilor Tarvin, and Councilor Hohenstein

Staff Present: Thomas J. Corrigan, City Administrator; Bonnie Pickett, Administrative Assistant

ANNOUNCEMENTS

The Mayor led the audience in the Pledge of Allegiance and made the announcements on the agenda.

PUBLIC COMMENT

None.

CONSENT CALENDAR

Regular Meeting Minutes of September 5, 2019

Motion to Accept the Minutes of the Regular Council Meeting September 5, 2019

Motion: Councilor McGregor Second: Councilor Hohenstein

Ayes. Motion carried 4-1 (Nay Councilor Tarvin)

WRITTEN COMMUNICATION

None.

STAFF REPORTS

Motion to Accept the Bills Paid Report for August 28, 2019, to September 10, 2019

Motion: Councilor Mitchell Second: Councilor Hohenstein

Ayes. Motion carried 4-1 (Nay Councilor Tarvin)

City Administrator

- The Cleveland St. project progress is continuing, there was a barricade that was knocked over on Saturday was called in as a traffic hazard.
- The work that Hiland has completed on the Cleveland St. project needs to be inspected.
- The bridge flag prototype has been received and was found to be too small, we have requested the size of the holes be adjusted and a new prototype is sent out for testing.
- The artwork was purchased for the Welcome to Shady Cove bridge flags.
- The City has received plans for Hannah's Ridge project that has been sent over to the City Engineer for review.

- We have received comments back about the waterline work that is proposed for Rogue River Dr., regarding the removal of trees and landscaping as well as a bioswale that will need to be looked at by Rogue Valley Sewer Services.
- There is a property in Shady Cove that has a large amount of past-due sewer charges that have been sent to Jackson County taxation as a lien on the property. Jackson County plans to foreclose on the property and would require the City write off the liens. The City is looking into a way of becoming a secondary lien holder on the property.
- We are working with the Contract Planner on a Technical Assistance Grant to see if we qualify for a land inventory, housing inventory analysis.
- The Charter Revision Committee is nearly wrapped up with the City Charter.

Fire Chief Greg Winfrey gave a brief presentation on the stats for August. His tip of the month is to clean your chimneys. He noted that Jackson County Fire District #4 has loaner chimney brushes at the fire station for anyone to use. Chief Winfrey noted that they grossed just over \$15,000 at the yard sale.

NEW BUSINESS

A. Discussion Item – Emergency Management Commission

Discussion ensued.

B. Parks and Recreation Commission Recommendation

Discussion ensued.

C. Resolution 19-13 – Commitment to Upper Rogue Regional Park

Discussion ensued.

Motion to Approve Resolution 19-13 – A Resolution of the City Council of the City of Shady Cove, Oregon, Commitment to Upper Rogue Regional Park

Motion: Councilor Hohenstein

Second: Councilor McGregor

All Ayes. Motion carried 5-0

PUBLIC COMMENTS

None.

COUNCIL COMMENTS

Mayor Richardson noted the Public Forum with Amy Isackson, Shady Cove School Principle went well. The Principle gave a great presentation about the school. The Mayor noted that was a great article in the Upper Rogue Independent about the presentation. The school offers several opportunities to volunteer at the school. Mayor Richardson noted that at the October 8th Public Forum there will be a person from the Census bureau there to give a presentation on the census. She thanked everyone for coming to the meeting.

Councilor Mitchell noted that he and Councilor McGregor attended the Rogue Valley Area Commission on Transportation meeting where they discussed several projects going on in the valley. He noted that at the meeting he learned that the City was awarded the Small City's Allotment Grant for work on several streets in Shady Cove. Councilor Mitchell noted that he spoke with John Vile from Jackson County Roads about complaints received from residents on Rogue River Dr. where cars drop off the road. He requested that the Council consider a resolution to the Jackson County to have them improve Rogue River Dr and install fog lines in the curvy section.

Councilor McGregor noted that at the RVACT meeting they attended they learned that Jackson County roads have spent 30 million dollars to prevent accidents and have not improved that deadliness of Hwy 199. He asked staff to bring a resolution to have new and remodeled businesses looked at by a Fire Marshall before the business license can be issued. This will be something the Planning Commission will need to look at. Councilor McGregor suggested information that should be on the signs on the river to help the rafters know where they are on the river to assist with rescues.

Councilor Hohenstein thanked that Fire Chief and the support group for a great yard sale. He noted that the weather worked with us in wildfire prevention this summer. Councilor Hohenstein has is considering a wildfire conservation program. He has spoken to several citizens that would be interested in a woodworking festival in the park; he will keep the Council updated on the progress of the proposed event. He is saddened to bring up that friction in the Council has begun to bleed over to staff and that everyone should apologize and beg for forgiveness.

Councilor Tarvin requested that she be removed as the liaison to the Parks and Recreation Commission.

Motion to Appoint Councilor Mitchell as Liaison to the Parks and Recreation Commission

Motion: Councilor Tarvin
All Ayes. Motion carried 5-0

Second: Councilor McGregor

Motion to Appoint Councilor Hohenstein as an Alternate Liaison to the Parks and Recreation Commission

Motion: Councilor McGregor
All Ayes. Motion carried 5-0

Second: Councilor Mitchell

ADJOURNMENT

There being no further business before the Council, the Mayor adjourned the regular meeting at 7:13 p.m.

Approved:

Attest:

Lena Richardson

Thomas J. Corrigan

Mayor

City Administrator

Council Vote:

Mayor Richardson

Councilor Mitchell

Councilor McGregor

Councilor Tarvin

Councilor Hohenstein

Check Issue Date	Check	Payee	Description	Amount
09/24/2019	44376	AT&T Mobility	Mobile Phone #2872860888814	223.42
09/24/2019	44377	Canon Financial Services, Inc.	Copier Lease & Copies 612930	404.02
09/24/2019	44378	Cantel of Medford, Inc.	PPE	144.00
09/24/2019	44378	Cantel of Medford, Inc.	Maintenance Supplies	16.00
09/24/2019	44378	Cantel of Medford, Inc.	Street Materials	64.00
09/24/2019	44379	CIS Trust	Life Insurance	48.07
09/24/2019	44379	CIS Trust	Long Term Disability	75.51
09/24/2019	44380	City of Shady Cove - Petty Cash	Petty Cash	29.26
09/24/2019	44381	DAS - Shared Financial Services -	ORCPP Procurement Membership 0000KS1583 000	500.00
09/24/2019	44382	David Christian	Radio Programming, 6 hrs.	90.00
09/24/2019	44382	David Christian	Radio Programming, 3 hrs.	45.00
09/24/2019	44382	David Christian	Radio Programming, 3 hrs.	45.00
09/24/2019	44382	David Christian	Radio Programming, 3 hrs.	45.00
09/24/2019	44382	David Christian	Radio Programming, 3 hrs.	45.00
09/24/2019	44382	David Christian	Radio Programming, 3 hrs.	45.00
09/24/2019	44382	David Christian	Radio Programming, 6 hrs.	90.00
09/24/2019	44383	Hunter Communications	Phone Services & Internet Charges 698	576.86
09/24/2019	44384	Jackson County Roads	Fog Sealing & Striping	9,531.60
09/24/2019	44385	Melissa Johnson	Utility Billing Refund	20.97
09/24/2019	44386	Postmaster	Sewer Billing	344.12
09/24/2019	44387	Project A, Inc.	Development and Hosting	200.00
09/24/2019	44388	Richard McGregor	Per Diem	42.00
09/24/2019	44388	Richard McGregor	Mileage Reimbursement	177.48
09/24/2019	44389	Richard Perry Bolz	Promotion & Tourism	400.00
09/24/2019	44390	RVCOG	Computers & Support	725.91
09/24/2019	44390	RVCOG	Floodplain	266.82
09/24/2019	44390	RVCOG	Planning	4,172.71
09/24/2019	44391	Speer Hoyt, LLC	Attorney- Labor	175.50
09/24/2019	44391	Speer Hoyt, LLC	Attorney- Labor	409.50
09/24/2019	44392	Spencer R. McMahan Jr.	Work Boot Reimbursement	224.00
09/24/2019	44393	Steve Mitchell	Per Diem	42.00
09/24/2019	44393	Steve Mitchell	Mileage Reimbursement	176.32
09/24/2019	44394	Thomas J. Corrigan	Per Diem	21.00
09/24/2019	44394	Thomas J. Corrigan	Mileage Reimbursement	198.63
09/24/2019	44394	Thomas J. Corrigan	Expense Reimbursement - City Hall Supplies	41.47
09/24/2019	44394	Thomas J. Corrigan	Expense Reimbursement - Aunt Caroline's Park	33.48
09/24/2019	44394	Thomas J. Corrigan	Expense Reimbursement - URRP	43.07
09/24/2019	44395	WECO - Carson	Public works gasoline/diesel 1-01737	131.49
Grand Totals:				19,864.21



Events Coordinator
22451 Hwy 62
Shady Cove, OR 97539
Phone: 541.878.2225
Fax: 541.878.2226
events_coord@shadycove.org
www.shadycove.org

Thank you for your interest in the City of Shady Cove's *Riverhouse on the Upper Rogue* located at 7710 Rogue River Drive in Shady Cove, OR.

Enclosed is a packet of pertinent information on the facility including:

- Features
- Rental Fees and Deposits/Cleaning Checklist
- User Guidelines
- Location Map
- Floor Plan

We hope after reviewing this information, you will be interested in reserving the Riverhouse on the Upper Rogue. Reservations may be made in person at the City of Shady Cove City Hall located at 22451 Hwy 62, Shady Cove or by telephoning (541) 878-2225 Monday through Friday 8:00 AM – 5:00 PM. Tentative reservations will be held for seven days pending receipt of the signed Reservation Agreement form and Non-refundable deposit. The remainder of the reservation fee and cleaning deposit is due 30 days prior to reservation date.

Showings of the Riverhouse are by appointment only. If you would like to tour the facility please contact our office to make arrangements, if you have questions or require further assistance.

Your interest is appreciated. We look forward to reserving the Riverhouse on the Upper Rogue for your next special event.

THANK YOU



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Riverhouse on the Upper Rogue

FEATURES

The Riverhouse on the Upper Rogue provides the perfect setting for weddings, business retreats, seminars or other special gatherings where a special place is desired.

The Riverhouse is a beautiful, serene setting along the banks of the renowned Rogue River at 7710 Rogue River Drive in the City of Shady Cove. It comprises a full-service kitchen, a dressing room, furnished meeting area all within scenic park surroundings.

Riverhouse Amenities:

Deck
 French Doors opening out to deck
 Wall to Wall carpeting
 Full-service kitchen
 Scenic park surroundings
 Easy access to Rogue River
 One unisex restroom inside
 Three-unit restroom outside

Interior:

Exhibit Space	1400 Sq Ft
Vaulted Ceiling Height	10 Ft
Seating Capacity	50
Standing Capacity	75

Exterior:

Deck & Garden Capacity	200
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Parking:

Dedicated Spaces	40
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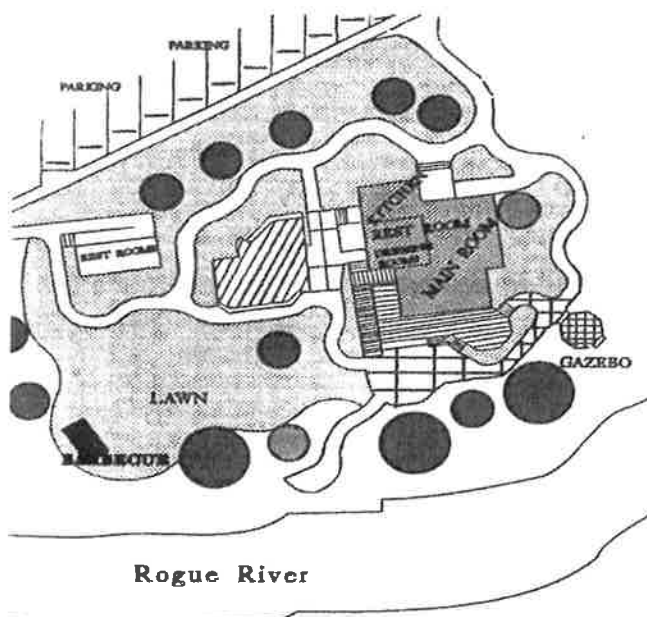
Parking passes provided for guests

Kitchen Equipment:

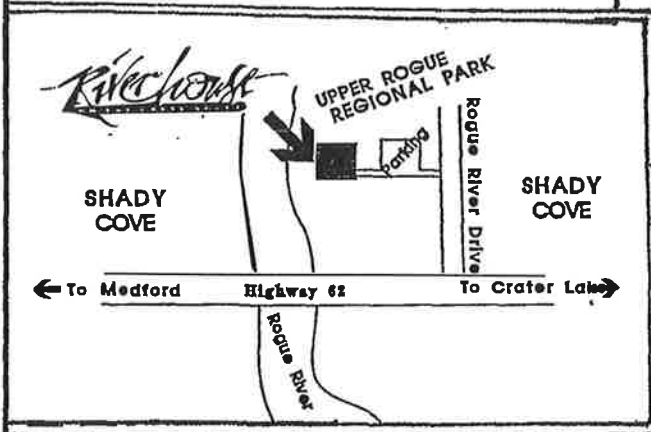
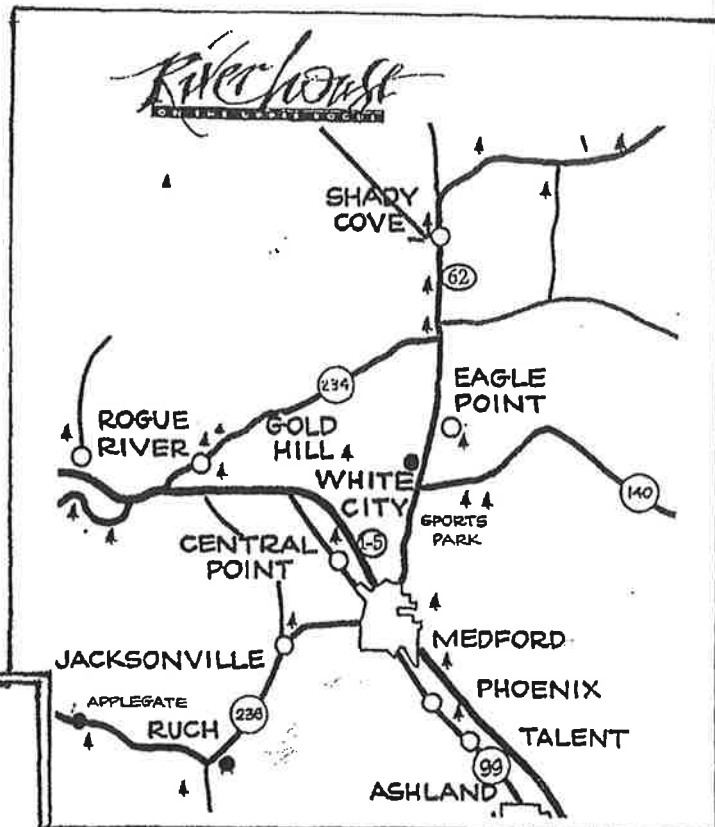
Commercial Electric Range
 6-top burners, full sized oven
 24" X 36" Grill
 Coffee urn
 Large two-door commercial refrigerator
 Small freezer (dishwasher size)
 Sink - - three compartment, commercial type

Furnishings:

Sofa
 2 love seats
 2 club chairs
 Several small tables (i.e. end, coffee)
 3- 60" Round tables
 7- 6' X 30" rectangular tables
 2- 8' X 30" rectangular tables
 35 stacking chairs (approx.)
 Dressing room with make-up counter and mirror



DIRECTIONS

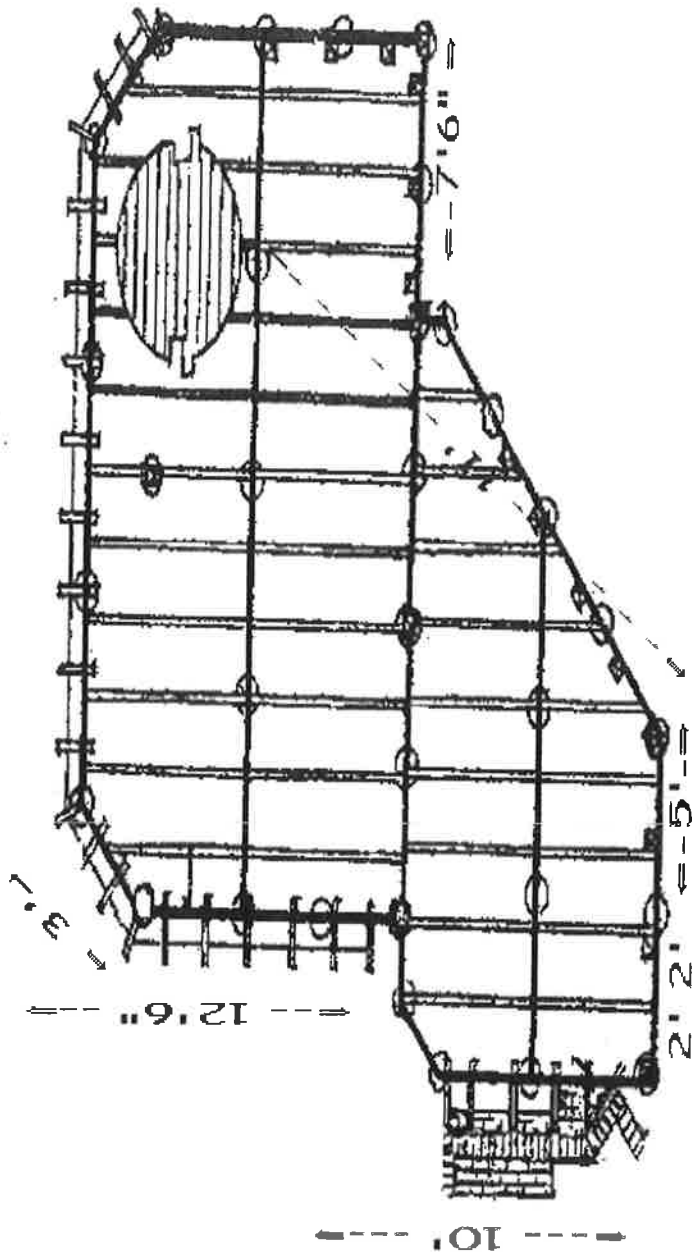


Located on the Rogue River at 7710 Rogue River Drive in Shady Cove Oregon, The RiverHouse on the Upper Rogue is easily accessible. From Interstate 5, take North Medford Exit 30, turning north on Highway 62. North on Highway 62 approximately 20 miles to the town of Shady Cove. Immediately upon crossing the highway bridge across the Rogue River, turn left on Rogue River Drive. Proceed approximately 100 yards. The RiverHouse parking lot will be on your left. We hope you enjoy this beautiful facility.

City of Shady Cove

River House
CONTINUOUS PERIODIC

STAGE DIMENSIONS





RETURN AGREEMENT TO:
City of Shady Cove
Attn: Events Coordinator
22451 Hwy 62
Shady Cove, OR 97539
Telephone: (541) 878-2225
Fax: (541) 878-2226
events_coord@shadycove.org
www.shadycove.org



RIVERHOUSE RESERVATION AGREEMENT

CITY USE ONLY					
Date of Event:			Reservation Number:		
Rental Price:					
Key Number Issued:			Key Return Date:		
Payments/Deposits Received:			Monies/Deposits Refunded:		
Date	Purpose	Amount	Date	Purpose	Amount

Date of Event: _____

Arrival Time: _____
(Earliest arrival Monday-Thursday 9:00 AM & Friday-Sunday 10:00 AM
or by alternate arrangement)

Departure Time: _____
(Latest departure Monday-Thursday 10:00 PM & Friday-Sunday 11:00 PM)

Organization/Group: _____
or

Bride & Groom: _____ Anticipated # of Guests: _____

Onsite Responsible Individual/Person in Charge: _____

Mailing Address: _____ Telephone: _____

City/State/Zip: _____ Alternate Telephone: _____

E-mail Address: _____

Type of Activity

Facility Showing ☐ Date: _____ Time: _____

Wedding only ☐ Reception only ☐ Both ☐

Will there be a rehearsal? No ☐ Yes ☐

(User shall contact Parks Office to confirm rehearsal date and time)

Rehearsal Date _____ Time: _____ (Monday – Thursday hourly)

Business/Organization Meeting ☐ Other ☐

Please describe: _____

Liability

The person reserving the facility, on his/her behalf and on behalf of the user group and user entity, does hereby agree as follows:

1. User shall be solely responsible for the condition of the facility and shall leave the building and grounds in neat and clean condition, in accordance with security/cleaning deposit checklist and without any damage. **User understands entire security/cleaning deposit will be retained if the area is not left clean or if any damage occurs, or if all keys are not returned.** User shall ensure items are picked up from the entire property, including all landscaped areas, walkways, and buildings.
2. User shall be responsible for all property damage to the Riverhouse. This cost is in addition to the security/cleaning deposit.
3. User and invitees shall arrive and depart on time. An hourly rate will be charged for additional time facility is used, and this may be deducted from the security/cleaning deposit.
4. User shall indemnify, defend, and hold harmless the City of Shady Cove, its elected officials, officers, employees, agents, and volunteers, from and against from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of User, its officers, agents, partners, employees, and all others invited onto the site or using the site under or through the authority of user ("invitees");
5. Without limiting the generality of the foregoing, the indemnification provisions set forth above apply to any injury to person or property resulting from or arising out of the selling, providing, consumption, or making available of any alcoholic beverage.
6. User acknowledges that a failure to promptly reimburse the City of Shady Cove for all damages or liability shall, in addition, result in termination of all future right to use the facilities and legal action.

The attached INSURANCE INFORMATION AND RELEASE must be acted upon and signed prior to any reservation being completed.

Applicable Law

User and invitees shall comply with all local, state, and federal laws during the use of the facility.

Third-Party Beneficiaries

City and User are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

Location of Facility

The Riverhouse on the Upper Rogue ("facility") is located at 7710 Rogue River Drive, Shady Cove, OR. The "facility," as used in this Agreement, includes all buildings and surrounding property and grounds at this address.

Hours of Operation

The hours of operation are 10:00 AM - 11:00 PM Friday through Sunday and 9:00 AM - 10:00 PM Monday through Thursday. Included within the rental period are any set-up, unloading of food/beverage, decorating, arranging equipment and furniture, and clean up. You may pre-arrange



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www.shadycove.org

Riverhouse on the Upper Rogue

RENTAL FEES AND DEPOSITS

Available Hours

10:00 AM – 11:00 PM Weekends

9:00 AM – 10:00 PM Weekdays

Reservation Fees	Friday thru Sunday & Holidays	Monday thru Thursday
May 15 – September 15 (all day)	\$1,600	\$800
September 16 – May 14 (all day)	\$800	\$400
Wedding Rehearsals	\$ 75/hour Monday thru Thursday only	
Security/Cleaning Deposit	\$500	\$500

Non-refundable Reservation Deposit: ½ the reservation fee is required within seven days from date reservation is made to hold reservation and is not refundable. Reservation Fee balance due 30 days prior to reservation date.

Refundable Security / Cleaning Deposit: Required for all reservations. Due 30 days prior to reservation date.

Payment: Cash, check and money orders should be made payable to:

City of Shady Cove
P.O. Box 1210
22451 Highway 62
Shady Cove, OR 97539

Check should state the reservation number. We also accept Visa, MasterCard, and Discover.

REFUNDABLE SECURITY / CLEANING DEPOSIT

The \$500 security / cleaning deposit will be returned by mail under the following conditions.

1. Your group arrives and departs on time.
2. All equipment, fixtures, plants and building premises are left undamaged. Renter will be billed for all replacement or repair costs not covered by the deposit.
3. The following clean-up criteria have been completed within your rental time (see Cleaning Checklist)
 - Tables and chairs are clean and stacked in designated location.
 - All trash, cigarette butts, bottle caps, and additional litter located either in facility, on the grounds or in the parking lot, is deposited in receptacles provided.
 - Carpets are vacuumed and kitchen area mopped.
 - Barbecue area and grill are cleaned.



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Riverhouse on the Upper Rogue

SECURITY / CLEANING DEPOSIT CHECKLIST

Please: DO NOT use wax candles
DO NOT place carpet or plastic runners on grass
ONLY throw flower petals and birdseed in parking lot

Date: _____

Your security / cleaning deposit will be returned by mail if the following conditions are met:

DUTIES	COMMENTS
• Group arrives and leaves on time. (\$75 per hour will be deducted from deposit for failure to arrive/depart at designated time.)	
• All kitchen appliances, equipment, fixtures and building premises are accounted for and undamaged. (Your group will be billed for replacement or repair costs not covered by deposit.)	
• Tables cleaned and placed in designated location	
• Chairs cleaned and stacked in designated location	
• Furniture undamaged and returned to original location	
• Carpets in good condition and vacuumed. (Please only use sponge & water to remove stains)	
• Kitchen and bathroom floors mopped	
• Trash (litter, cigarette butts, etc.) in facility, on grounds, and in parking lot placed in receptacles (trash liners provided)	
• Kitchen appliances cleaned (including 2 x 3 grill)	
• Refrigerator and freezer emptied and cleaned	
• Interior and exterior walls of Riverhouse and other structures in good condition and cleaned of marks and smudges	
• Lawn, plants and vegetation in good condition	
• Riverhouse doors locked at completion of event (slider, French doors, back door, and front door)	

A park representative has reviewed the above Checklist with me. I understand all conditions outlined above must be met before Cleaning Deposit will be returned. If damage in excess of cleaning deposit occurs, our party will be billed costs.

Date

Responsible Individual/Agent

Riverhouse was left in Acceptable____ Unacceptable____ condition. _____
City of Shady Cove Representative

User Signature
(Person responsible and in charge)

User Name

User Entity (Name of Organization / Group)

Insurance Information and Release

INSURANCE

All renters are required to complete the below release. Proof of insurance, naming the City of Shady Cove as 'additionally insured' is required for all facility reservations that will be serving alcohol, and may be required for other large parties at the discretion of staff.

The following insurance documents are required where applicable: (1) Comprehensive General Liability Certificate of Insurance (2) Additional Insured Endorsement. The coverage must specifically name the City of Shady Cove as 'additional insured' and must have a limit for each occurrence of no less than \$2,000,000 and an aggregate of \$4,000,000. Event insurance can be added on your private insurance policies or can be purchased at any Event Insurance location online. For events with alcohol, the certificate must include coverage for Retail Liquor Liability, and the responsible party must fulfill OLCC permitting requirements. If alcohol is offered for free, the certificate must include coverage for 'Host Liquor Liability.'

The certificate must include the following language: You, ____ (insert name of responsible person or group), agrees to hold harmless and indemnify the City of Shady Cove, its elected officers, volunteers, agents and employees for all claims arising from the use of facilities and/or activity per contract.

- Certificate should include the requester's name and address.
- DESCRIPTION SECTION OF CERTIFICATE SHOULD INCLUDE:
 - Reference to the contract number, race title, event, etc. in the description section.
 - Reference to the endorsement number and additional insured date OR copy of endorsement allowing additional insured's can be added to the policy.
 - Workers Comp Insurance if event has employees.
 - \$1,000,000 Auto Liability if transporting participants.
-

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This is a release of liability and indemnification agreement: special events holder must read carefully before signing.

Event: _____

By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Shady Cove, its officers, its employees, or by any other cause. **(initial here)** _____

You agree to hold harmless and indemnify the City of Shady Cove, its officers, agents and employees for all claims arising from the use of facilities and/or activity per contract. **(initial here)** _____

We further hereby exempt, release, and discharge the City of Shady Cove, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Shady Cove, its officers, its employees, or by any other cause. (initial here) _____

We agree to defend, indemnify and hold harmless the City of Shady Cove, its officers, employees, insurers, and self- insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Shady Cove, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, dis which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Shady Cove, its officers, its employees, or by any other cause.

(initial here) _____

We hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the City of Shady Cove, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect. (initial here) _____

We understand and agree that this **AGREEMENT** shall be governed by the laws of the State of Oregon, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts. (initial here) _____

This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees. (initial here) _____

IN WITNESS THEREOF, this contract is executed by the Special Events Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: _____

SIGNATURE: _____

DATE: _____

Please provide the certificate(s) to the CITY OF SHADY COVE as part of this packet submittal.

City of Shady Cove

Resolution 19-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHADY COVE,
OREGON, ESTABLISHING APPOINTMENTS, PROCEDURES, COMPOSITION AND
REPORTING FOR AN EMERGENCY MANAGEMENT COMMISSION**

Whereas, the City Council of the City of Shady Cove desires to create procedures for appointment to Committees and Commissions; and

Whereas, the City Council believes the formation of an Emergency Management Commission will improve the City's preparedness for a disaster.

Now, therefore, be it resolved by the City Council of the City of Shady Cove, Oregon, approves the formation of an Emergency Management Commission with the following outlined procedures.

Adopted by the City Council of the City of Shady Cove this 3rd day of October 2019.

Approved:

Attest:

Lena Richardson
Mayor

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Richardson

Councilor Mitchell

Councilor McGregor

Councilor Tarvin

Councilor Hohenstein

EMERGENCY MANAGEMENT COMMISSION

Article I. General

Emergency Management Commission created.

There is hereby created a commission to be known as the Shady Cove Emergency Management Commission. Its primary purpose shall be to assist and advise the City of Shady Cove in planning and developing procedures, facilities, and chain of command for all emergencies facing the City, including coordination with Jackson County Emergency Services, Fire District 4 and other responding agencies.

General duties and responsibilities.

The Emergency Management Commission is an appointed citizen body with the primary responsibility of providing recommendations to the Mayor and City Council on direction, planning and policy on matters pertaining to the development of procedures, facilities, and chain of command for all emergencies facing the City including coordination with Jackson County Emergency Services, Fire District 4 and other responding agencies and to make such other recommendations to assist the Council in developing an emergency plan before such emergencies exist. It shall also perform such other related duties as may be assigned by the Council, which may include, but not be limited to:

- A. Perform periodic reviews of the City's Emergency Management Master Plan.
- B. Compile data to assist City policymaking in the planning of all emergency situations in the City of Shady Cove.
- C. Make recommendations to the City Council on potential revisions and future delivery of services by the City of Shady Cove as they pertain to Emergency Management.
- D. Make recommendations to the City Council for modifications or additions to existing ordinances, policies, and practices relative to emergency planning in the City of Shady Cove.
- E. Work in conjunction with other City Commissions, boards, or committees to help ensure coordination of various elements of the Emergency Management master plan. Conduct public meetings and make recommendations to the City Council on Emergency Management and procedures during emergencies.
- G. Make recommendations for capital improvements and operations relating to the City of Shady Cove's Emergency Management and related equipment and facilities.
- H. Review and comment on fund-raising efforts and donations made on behalf of the City of Shady Cove's Emergency Management Plan.

I. Foster public awareness and involvement in all aspects of the City of Shady Cove's Emergency Management and related facilities.

Membership – Compensation.

The Emergency Management Commission shall consist of five members to be appointed by the City Council. Further ad-hoc members may be appointed due to their official expertise. The ad-hoc will not be voting members. Commission members shall receive no compensation.

Terms of office – Vacancy.

Terms of office shall be for a period of two years and shall expire on June 30th of the second year. Any vacancy shall be filled by the Council, for the unexpired portion of the term.

Officers.

The Emergency Management Commission shall, at its first meeting of each calendar year, elect from its appointed members a chair, vice-chair, and secretary.

Duties of chair and vice-chair.

The Chair shall preside at all meetings, set the agenda, recommend the creation of subcommittees, and appoint members to such subcommittees as are authorized. The vice-chair shall perform the duties of the Chair in the absence of the Chair, and such other duties as may be assigned by the Chair. The Chair or vice-chair shall preserve the decorum at the Emergency Management Commission meetings.

Minutes.

The secretary shall keep an accurate record of all Emergency Management Commission proceedings, including written notes of all motions. A copy of the approved minutes shall be a public record and available for public inspection. Staff may be called upon to compile such minutes.

Quorum – Meetings – Rules and procedures – Number of meetings.

Three Commissioners shall constitute a quorum. The Emergency Management Commission shall adopt rules and procedures consistent with City ordinances and this chapter. The Commission meetings shall include at least one regularly scheduled meeting per month unless canceled at the direction of the Chair due to lack of Commission business or other good reason. Meetings may be run informally in accordance with the latest edition of Robert's Rules of Order or in accordance with the Emergency Management Commission bylaws.

Removal from Commission.

If a member of the Emergency Management Commission should, without a valid reason, miss three regular Commission meetings within the same calendar year, that member shall be subject to removal from the Commission. In addition, a Commissioner may be removed for misconduct, with the consent of the City Council, following a public hearing. This process may be initiated by the City Council or by a recommendation from the Emergency Management Commission.

Commissioners.

Five Commissioners shall be appointed, two with a four year term and three with a two year term, to be staggered.