City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.1

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Jamie McLeod, City Manager

Subject: Holiday Tree Lighting

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

At the November 7, 2016, council meeting, Pastor Mike Foster from the First Presbyterian Church requested support from the city for the annual holiday tree lighting event. After a brief discussion, Council referred the issue to staff.

Staff met with Pastor Foster to confirm the support needed and resources available. The items requested and estimated costs include:

Item	City Resources
Hanging up and taking down the lights	10 regular hours + 2 overtime hours of public works staff ($303.94)
Use of city's holiday lights system	Standard wear & tear
Electricity to power lights and sound system (Rite Aid)	Pay 1 month of Rite Aid's water bill to compensate for electricity use ($43.31)
Police escort of Santa & Mrs. Claus, and traffic control during the event	2 Reserve police officers (no staff costs as they are volunteers, minor fuel costs)

The ceremony will not affect the Police Department's regular officers work shift, as the support will be provided by Reserve Officers. Rite Aid agreed to allowing use of their electricity for the tree lighting in exchange for city payment of their November water bill.

The holiday tree lighting event is scheduled for November 26th at 6:00 p.m. It is sponsored by the First Presbyterian Church, who will host a family event at the church following the tree lighting. In addition to the city's support, the Phoenix Chamber of Commerce is helping with advertising support. Santa and Mrs. Claus have graciously agreed to take time out of their busy schedules to attend the tree lighting.

ADVANTAGES & DISADVANTAGES OF ISSUE

This community event brings together members of the community to celebrate the holiday season.

FISCAL IMPACT

A total of $303.94 from the city General Fund for Public Works staff time and an estimated loss of $43.31 from Rite Aid's November water bill.

SOURCE OF FUNDS

_X_General Fund, _X_Water Fund, _X_Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Approve allocation of city resources to support the annual holiday tree lighting event.
2. Modification of Alternative 1 (please specify).
3. Refer item back to City Manager for further action (please specify).
4. Note and file information without taking further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to approve the city's support of the holiday tree lighting event, including allocation of the designated city resources."

Prepared by: Jamie McLeod.

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.2

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Jamie McLeod, City Manager

Subject: Council Meeting Dates for 2017

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

Section 12 of the City Charter calls for the City Council to "meet in the city regularly at least once a month at a time and place designated by council's rules, and may meet at other times in accordance with the rules." Common practice dictates that the meetings are held on the first and third Mondays of the month, with the meeting being changed to Tuesday if Monday is a designated city holiday.

The attached schedule of proposed 2017 City Council meetings is in accordance with the City Charter and common practice. Council affirmation of this meeting schedule is important because the newly elected Council members are to be seated at the first meeting of the year and the first Monday of 2017, January 2nd, falls on a city holiday. Common practice calls for the first meeting of 2017 being held on Tuesday, January 3rd.

ADVANTAGES & DISADVANTAGES OF ISSUE

Clarifying this will enable Council, staff, and the community prepare for the transition of the city's elected representatives. Failing to confirm the calendar will create staff uncertainty on how to proceed with upcoming meetings.

FISCAL IMPACT

There are no costs for confirming the 2017 Council meeting calendar.

ALTERNATIVES

1. Approve the proposed dates for the 2017 Council meetings.
2. Approve a modification of the proposed dates (please specify).
3. Refer item back to City Manager for further action (please specify).
4. Note and file information without taking further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to approve the attached schedule of dates for the city's 2017 Council meetings."

Prepared by: Jamie McLeod

Proposed Council Meeting Dates for 2017

Attachment to Agenda Report 8.a.2

January	3 (Monday the 2nd is a holiday) 16
February	6 20
March	6 20
April	3 17
May	1 15
June	5 19
July	3 17
August	7 21
September	5 (Monday the 4th is Labor Day) 18
October	2 16
November	6 20
December	4 18

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.3

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: City Manager

Subject: Circumstance-based payout of week of vacation time for Finance Director

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

The personnel manual requires city staff to "use or lose" their vacation time once they have accrued the maximum time allowable to accumulate. Alternatively, they may continue working and receive a payout of some of their accrued vacation. The City Manager may approve an allocation of up to $7,500 without the approval of Council, unless the allocation establishes new precedent for allocation of city resources.

As of November 1, 2016, Finance Director Janette Boothe has accumulated the maximum amount of vacation time she may accumulate. While the standard practice would be for her to take vacation time, her skills sets are currently needed in the office. The city is facing a unique set of circumstances with the recent arrival of a new City Manager, the pending departure of the Planning Director, and the upcoming transition of the majority of the city's Council. The Finance Director is providing data necessary to address water billing issues the Council is seeking to resolve, and is preparing some of the training materials for the newly elected Council Members. The staff resources provided by the Finance Director are needed as critical support during this time of transition.

Given this unique set of events, the City Manager approved a payout of one week of Ms. Boothe's vacation time to provide for the necessary continuity during this time of transition. This payout of accrued vacation is circumstances-based and does not establish precedent for future payout of staff vacation. A question was raised about this approval, so the City Manager is seeking Council confirmation of this allocation of resources. The question involved a similar one week cash out of vacation time for Ms. Boothe during the summer; however, that period was also an exceptional time as the city was without a City Manager and the Interim City Manager was unavailable for an extended period.

ADVANTAGES & DISADVANTAGES OF ISSUE

Retaining the in-office presence of the Finance Director during this period will enable the City Manager to have the staff resources necessary to better prepare for the transition of staff and new council members.

FISCAL IMPACT

This vacation payout will cost $1,394. These funds are available in the budget given that the position of City Manager was vacant for several months and those costs were not subsumed by other staffing costs.

SOURCE OF FUNDS

_X_General Fund, _X_Water Fund, _X_Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Confirm approval of the Finance Director's one week pay out of vacation time, given the unique set of circumstances.
2. Approve a modification of the proposed (please specify).
3. Deny a payout of one week of vacation time for the Finance Director.
4. Note and file information without taking further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to confirm approval of the Finance Director's one week pay out of vacation time, given the unique set of circumstances."

Prepared by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.4

Agenda Report

Date: November 21, 2016

To: City Manager for Mayor and Council

From: Sarah Lind, Administrative Assistant

Subject: Event Banner for Science Works

Action: __Motion, __Ordinance, __Resolution, _X_Information only, __Other

EXECUTIVE SUMMARY

Science Works requested permission to install a banner across Main Street in Phoenix for their first annual Rogue Valley Mini Maker Faire. The event takes place at Science Works at 1500 East Main Street, Ashland Oregon on Saturday, November 19 from 10:00 a.m. to 5:00 p.m.

They submitted an application on November 11, 2016. The application was approved as it met the city's banner criteria for staff-level approval. Based on standard practice, staff contacted the Moonlighter Signs regarding the hanging of the banner. The banner was installed during the morning of November 15. Science Works requested the banner be hung until November 20, at which time the "Welcome to Phoenix" banner will be reinstalled.

ADVANTAGES & DISADVANTAGES OF ISSUE

Promotion of a regional event that may be of interest to Phoenix residents.

FISCAL IMPACT

Science Works paid the city $400 to hang the banner across Main Street for one week. The cost includes installation and take down of the banner.

Prepared by: Sarah Lind

Approved by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.5

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Jamie McLeod, City Manager

Subject: Training for new Council Members

Action: __Motion, __Ordinance, __Resolution, _X_Information only, __Other

EXECUTIVE SUMMARY

On November 8, 2016, Phoenix elected three new Council Members and a new Mayor, who will begin serving their community in January 2017. The new Council Members include Sarah Westover, Stuart Warren, and Terry Baker. The newly elected Mayor is current Council Member Chris Luz.

The City Manager has met with each of the newly elected Council Members and is helping to prepare them for their transition onto the City Council. Two trainings and one study session with the current City Council are planned. The trainings will be provided by the City Manager, City Attorney, and Department Directors. Informational items are also being prepared. The study session will be a publically noticed meeting.

ADVANTAGES & DISADVANTAGES OF ISSUE

Preparing the new Council Members will provide for a smooth transition to new leadership for the city.

FISCAL IMPACT

Approximately 80 hours of staff time and materials costing approximately $3,500.

SOURCE OF FUNDS

_X_General Fund, _X_Water Fund, _X_Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

Prepared by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 8.a.6

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Matt Brinkley, Planning Director

Subject: Update on Current City Planning Grants

Action: __Motion, __Ordinance, __Resolution, _X_Information only, __Other

EXECUTIVE SUMMARY

At the November 7, 2016, Council meeting, staff was asked to provide a summary of current city grants. Attached is a summary of the city's planning grants.

ADVANTAGES & DISADVANTAGES OF ISSUE

Providing this information helps inform the Council of ongoing projects in the city.

FISCAL IMPACT

Some grants involve a match of city resources. The costs associated with administering the grants are allocated to the individual projects. Some staff time is necessary to provide informational updates.

Prepared by: Matt Brinkley Reviewed by: Jamie McLeod

City of Phoenix Grants

Grant Name	Purpose	Amt.	Match	Grant Type	Grantor	Status	Actions	Responsbility
ADA Fixit	Repair/replace sidewalk ramps that do not comply with current ADA regulations	$44,500	$0	Paid up front	ODOT	Open	Extension needed; design exception submitted to ODOT	DPW/Plannning
OPRD Local Government Planning Grant	Fund update of Parks, Recreation, and Open Space master plan update	$35,000	$15,000 (cash & in-kind)	Reimbursement	Oregon Parks & Recreation Dept.	Open	Nearly complete, invoices received, reimbursement request by 12-31-16	Planning/Admin
TGM Planning	Fund conceptual land use and transportatioun plans for PH-5 and 10	$55,000	$5,500	Paid up front	ODOT	Open	Project nearly complete	Planning
South Couplet Pedestrian Crossing	Support construction of pedestrian crossing at Oak & Main and Oak and BCD	$350,000	$230,000		ODOT Bike Ped	Open	$147,000 outstanding, held by ODOT Bike Ped due to noncompliance	PHURA
Pervious Paver1	Support construction of 13,000 square foot pervious paver	$50,000	$0	Reimbursement	RVSS	Closed		PHURA
Pervious Paver2	Support construction of 13,000 square foot pervious paver	$10,000	$0	Reimbursement	JCSWCD	Closed		PHURA
	Total	**$544,500**						

City of Phoenix
City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, November 7, 2016

CALL TO ORDER

Council President Sophie called the regular meeting of the City Council to order on Monday, November 7, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

PRESENT: **Bruce Sophie, Terry Helfrich, Chris Luz, Jim Snyder**
ABSENT: **Jeff Bellah, Carolyn Bartell, Stan Bartell**

Council president Sophie confirmed that all absences were excused.

Staff Present: Jamie McLeod, City Manager
Janette Boothe, Finance Director/City Recorder
Derek Bowker, Chief of Police
Ray Dipasquale, Public Works Director
Matt Brinkley, Planning Director
J. Ryan Kirchoff, City Attorney

PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS:

Council president Sophie noted that he will lead the meeting as the mayor is out of town. He introduced the new City Manager, Jamie McLeod. Mr. Brinkley will be leaving the City of Phoenix at the end of the year to become the City of Medford's Planning Director.

PRESENTATIONS

1) Discussion on Plaza Building At the request of the applicant, this item was moved up in the agenda. The architectural firm, Kistler, Small, and White (KSW) showcased the proposed final design for the plaza building. Al Muelhoefer, chair for the Phoenix Urban Renewal Agency (PHURA) explained that PHURA hired KSW as the architects for the plaza building in late August. The design committee met with KSW three times to date with the goal of having the building be multi-functional with an outdoor plaza and meet the needs of the community. Matt Small, architect, Ray Chirgwin, project architect, and Kerry KenCairn, landscape architect, collaboratively presented the proposed plaza building final design. The 6,200 square foot building design incorporates an outdoor water feature, seating areas, lawns, building doors which roll open to incorporate open spaces, and multi-use rooms including council chambers, a catering kitchen, and a community room. Councilor Luz inquired about spaces for children in the community to play. Ms. KenCairn noted the natural playground

opportunities the stream, lawn, and other areas provide. Councilor Sophie asked if the area would be wheelchair accessible. Ms. KenCairn confirmed both the outdoor areas and building will be wheelchair accessible. Councilor Helfrich asked if installing solar power on the roof would be feasible and Mr. Small noted it would although it would be possible, it is not included in the current design due to funding limitations. Further discussion followed. Mr. Muelhoefer noted there will be an open house for the public to review the proposed final design. The PHURA Board is targeting early 2017 for beginning construction. Postcard invitations were sent to residences within the Phoenix zip code to the open house. Posters have also been placed around town inviting the public to the event on Wednesday, November 16, 2016 from 5:00-7:00 PM at the Phoenix Library.

2) Jody Fleming from the Jackson County Phoenix Library: Fundraising for Art in the Meeting Room The meeting room of the Jackson County Phoenix Library served in the last fiscal year 2,848 adults and 1,429 children. 616 children attended story time and 813 children attended children's events. Ms. Fleming is seeking to enliven the meeting room to make it a more colorful space for those who utilize it. Cathy Eggleston, a local Ashland artist, creates paintings with natural themes. Upon Ms. Fleming's request, she visited the Phoenix Library to see the meeting space and surrounding outdoor area, and took pictures of the "resident" outdoor cats as models for a draft of the painting. The mural would be on the wall which faces the pine grove in the meeting room. The total cost for the mural is $982. Some of this cost will be covered by the semi-annual book sale the library is holding at the end of this month. Ms. Fleming stated that fundraising will take place to raise about half of the cost of the mural. Donations are tax deductible.

CITIZEN COMMENTS

1) Diana Nelson of Phoenix, Oregon, noted that she is a PHURA board member but spoke on her own behalf, wanted to express her appreciation to council for providing PHURA funds to complete the Phoenix Plaza Project and selling properties. She also expressed her appreciation for Mr. Brinkley and Mr. Muelhoefer's involvement in the recent PHURA projects.
2) Mike Foster, Pastor at First Presbyterian Church in Phoenix, Oregon, thanked the Public Works department for arranging lights and barricades for the recent "Trunk or Treat" event which was a success. Mr. Foster announced the tree lighting event will take place on November 26, 2016 at 6:00 PM with a party afterwards hosted by the First Presbyterian Church Community Center with cookies, cider, hot chocolate, and carols. He requested the City's help in stringing lights, the tree as provided in previous years, with electricity provided through the pharmacy, and a sound system. Mr. Foster requested Council ask Chief Bowker to consider escorting Mr. and Mrs. Clause that evening. After brief council discussion, the item was referred to staff.
   Mr. Foster announced the community dinner this Thursday, as well as Thanksgiving dinner hosted by the church community center. There will be a special announcement at this Thursday's dinner.

UPDATES/REPORTS:

A) PHURA Mr. Muelhoefer stated there is a final agreement for the property at 170 S Main between PHURA and Kyle Taylor. They are hoping to get a billboard on the property to show the goals for what the property will look like.

CONSENT CALENDAR:

The minutes were approved separately from the liquor license application.

1) Approval of Minutes from October 17, 2016 Regular City Council Meeting
2) Approval of Minutes from October 24, 2016 Regular City Council Meeting
3) Acknowledgement of Annual Update of Parks and Greenway Commission Activities
4) Acknowledge Planning Commission Minutes

MOVED BY LUZ, SECONDED BY SOPHIE, TO APPROVE THE CONSENT CALENDAR. There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

5) Approval of Liquor License for Limited On-Premise Sales for Esaan Café Thai Cuisine at 4150 South Pacific Hwy, Medford OR 97501

MOVED BY LUZ, SECONDED BY HELFRICH, TO APPROVE THE LIQUOR LICENSE APPLICATION FOR LIMITED ON-PREMISE SALES FOR ESAAN CAFÉ THAI CUISINE.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

NEW BUSINESS:

1) Review and Approve Action Plan Regarding Evaluation of Main Street and Bear Creek Traffic Flow Mr. Brinkley and Mr. DiPasquale explained the memorandum they prepared which summarizes the project thus far and the proposed direction. They gave a brief overview of the plan starting with data collection and ending with evaluation of data. The anticipated completion dates of the study are in September of 2017, at which time staff will present the completed plan to council and request further direction. During the course of the evaluation study, minor projects may be implemented such as a broken white line at the intersection encouraging a more deliberate right turn movement. Mr. DiPasquale emphasized the importance of recognizing the goals and objectives of the project when conducting evaluations. **MOVED BY LUZ, SECONDED BY HELFRICH**, TO APPROVE THE ACTION PLAN REGARDING EVALUATION OF MAIN STREET AND BEAR CREEK TRAFFIC FLOW. Further discussion followed.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

2) Surplus Property (Vehicles) The Police Department has two vehicles which have limited utility and would have been determined to be a poor investment to further repairs including a 2003 Dodge Durango (vehicle number E234852) which has been used as the administrative vehicle and a 2004 Ford Crown Victoria (vehicle number E252330) which was the old K-9 unit. Both vehicles have over 100,000 miles. The Ford Crown Victoria is experiencing

electrical issues. Chief Bowker stated he is not expecting the Police Department to receive more than $1,000 per vehicle. **MOVED BY SNYDER, SECONDED BY LUZ**, TO DECLARE THE TWO POLICE DEPARTMENT VEHICLES SURPLUS AND ALLOW THE PHOENIX POLICE DEPARTMENT TO DISPOSE OF THE VEHICLES IN A LAWFUL MANNER.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

3) Review and Approve Resolution to Release Bond Funds for the Phoenix Plaza Project Mr. Brinkley stated PHURA has started receiving invoices for architectural and engineering services related to the Phoenix Plaza Project. They have paid the first $12,000 invoice and are anticipating further invoices in the near future for the completed schematic design for the plaza building and grounds. There will be bidding in January or February of 2017 for construction documents for the project. The contract with Kistler, Small, and White includes everything from schematic design to construction inspections. Rather than returning to City Council with each invoice, Chair Muelhoefer has requested the City release $50,000 of bond proceeds to PHURA so they can pay their invoices in a timely and efficient manner. Councilor Luz confirmed that the bond funds are already dedicated to the plaza project. Further discussion followed. **MOVED BY LUZ, SECONDED BY HELFRICH**, TO APPROVE PHURA'S REQUEST TO RELEASE $50,000 IN BOND FUNDS FOR RESOLUTION NO. 973 FOR THE PHOENIX PLAZA PROJECT.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

UNFINISHED BUSINESS:

1) Approve General Unit Collective Bargaining Agreement
MOVED BY LUZ, SECONDED BY SNYDER, TO APPROVE THE MAYOR TO SIGN THE RATIFIED COLLECTIVE BARGAINING AGREEMENT.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

2) Approve Police Collective Bargaining Unit Agreement
There was a brief discussion about minor differences between the General Unit and the Police Collective Bargaining Agreements.
MOVED BY LUZ, SECONDED BY SNYDER, TO APPROVE THE MAYOR TO SIGN THE POLICE COLLECTIVE BARGAINING AGREEMENT.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Sophie, Luz, Helfrich, and Snyder
MOTION APPROVED WITH FOUR AYES

STAFF REPORTS:

1) City Attorney's Report:

City Attorney Kirchoff had nothing to report for the open meeting. He has the personnel manual to review by next meeting.

3) City Manager's Report:

City Manager McLeod requested individual meetings with council members to determine their priorities. She would like to focus priorities for the next two months on the transition of staff and council and will be reaching out to new council members. Council leadership meetings will continue to be on Tuesday and Thursday afternoons. She invited council to give feedback on items and their priorities.

The anticipated items for the next council meeting include: recommendations for the next step in regards to water testing and a draft RFP for the Water System Master Plan for the Public Works Director, Main Street banner policy with Council Leadership Team, and follow up with Mr. Foster and work toward allocating resources for the annual tree lighting. Informational items will include training the new council, replacing the Planning Director, update on the UGB amendment, and an update on the transient tax delinquency issue.

Lastly, Ms. McLeod recognized the veterans that are a part of the city staff and council.

COUNCIL ITEMS, COMMENTS/REPORTS:

1) Councilor Helfrich stated that the plaza, once constructed, will be a focal point for the community. He suggested it as a potential location for the holiday tree for next year.
2) Councilor Snyder noted he will be out of town during the next council meeting and unable to attend. He inquired about an emergency role in the collective bargaining units. Councilor Sophie clarified that the city has an emergency operations plan which details the responsibilities of staff in an emergency.
3) Councilor Luz brought up the potential taxes on recreational marijuana and how those may be used as a benefit to the City. He also asked that the action log include any grants the City has applied for and those that have been approved.

The meeting adjourned at 7:55 P.M.

Respectfully submitted,

Sarah Lind
Administrative Coordinator

Attest:

Janette Boothe
Finance Director/City Recorder

AGENDA ITEM

I. ROLL CALL

Chair Micki Summerhays called the meeting to order at 6:00 PM. In attendance were Councilors Snyder, Luz, C. Bartell, Helfrich, Sophie, and Mayor Bellah. Councilor S. Bartell was absent. Also in attendance were Commissioners Eisenhauer, Atkin, Couch and Summerhays. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

The agenda was approved with no changes

III. NEW BUSINESS

A. PH-5 AND PH-10 WORKSHOP

Mr. Brinkley presented on PH-5 and PH-10. The City is about one year into the process and nearing completion. According to the Regional Problem Solving (RPS) Plan, every Urban Growth Boundary amendment has to have conceptual land use and transportation plan accompanying it.
PH-5 is approximately 450 acres with about 420 developable acres in size; PH-10 is roughly 40 acres with 33 developable acres of land in size.
The RPS plan establishes allocations for land uses within urban reserve areas. For example, 66% of PH-5 is allocated as employment land that does not include commercial development (shopping malls, box stores, etc.). Possible uses of this land would include light industrial, advanced manufacturing, and knowledge work. The site is unique in its size and location within the Rogue Valley. 22% of the land is allocated for residential and 12% for open space. In PH-10, 85% is allocated to residential while 15% is commercial. Surrounding lands that are EFU will continue to be designated for agricultural use.
When creating the plans for PH-5 and PH-10 multiple factors were taken into consideration; compliance with RPS, constraints by natural features, access to transportation systems and other infrastructure, connections to existing development, accommodating future infrastructure needs, and character of development.
Five scenarios were created for the areas. ODOT modeled the scenarios for the plans for PH-5 and PH-10. Of the five options, three of them passed the modeling and two did not. Scenarios 2, 3, and 4 were refined and brought to this Joint Session Meeting. These three scenarios will be further modeled by ODOT to get a better sense of how intersections will perform, transportation impacts along arterials, and potential development costs. After modeling is completed, there will be a final round of stakeholder and public meetings, after which it will come back to City Council and Planning Commission for review. The final plan will include three scenarios.
Discussion followed on details of the plans for PH-5 and PH-10.

IV. ADJOURNMENT

The Joint Study Session was adjourned at 7.12 p.m.

Micki Summerhays, Chair **Matt Brinkley, Planning Director**

AGENDA ITEM

I. ROLL CALL

Chair Micki Summerhays called the meeting to order at 6:30 PM. In attendance were Councilors Snyder, Luz, C. Bartell, S. Bartell, Sophie, and Mayor Bellah. Councilor Helfrich was absent. Also in attendance were Commissioners Eisenhauer, Atkin, Couch, Monceaux and Summerhays. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

The agenda was approved with no changes

III. NEW BUSINESS

A. STUDY SESSION ON PARKS AND RECREATION OPEN SPACE DRAFT MASTER PLAN

Mr. Brinkley emphasized that the community of Phoenix is on the verge of change with its growth patterns. The Parks Master Plan strives to incorporate the changing needs of the City and input from the public.
Aniko Drlik-Muehleck of Oregon State University and Greg Olson, a landscape architect, both contributed, along with undergraduate and graduate students, to the Parks Master Plan. Ms. Drlik-Muehleck had incorporated community recommendations into the plan based in conjunction with communication with the Parks Commission.
The Parks Master Plan is comprised of 7 goals that cover the parks system. The goals and recommendations are as follows:

1. Provide adequate parks system funding.
2. Increase capacity for parks operations and maintenance.
3. Develop and expand recreational programming options
4. Incorporate environmental stewardship practices
5. Foster opportunities for community support and involvement
6. Increase inclusion and improve access to parks
7. Develop a vibrant park system

Ms. Drlik-Muehleck gave recommendations for each of the goals. These included but were not limited to utilizing a portion of the cannabis tax to parks funding, creating a parks utility fee, establishing a park endowment fund, and applying for grant funding to provide adequate funding for parks, hiring a parks coordinator, having at least 30% of the land within parks dedicated to native plants, and creating tours which focus on various ecological aspects of the parks.

IV. PUBLIC COMMENTS

Public comments ranged from options for a dog park to how to best incorporate art into the parks. Further discussion followed on funding usage and potential individual park improvements.

V. ADJOURNMENT

The Joint Study Session was adjourned at 9.00 p.m.

Micki Summerhays, Chair | **Matt Brinkley, Planning Director**

AGENDA ITEM

I. ROLL CALL

Chair Micki Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Eisenhauer, Atkin, Couch, Monceaux and Summerhays. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

The agenda was approved with no changes

III. APPROVAL OF MINUTES

A. SEPTEMBER 12, 2016 – REGULAR PLANNING COMMISSION MEETING

MOVED BY COMMISSIONER ATKINS, SECONDED BY COMMISSIONER EISENHAUER, TO APPROVE THE MINUTES FROM THE SEPTEMBER 12, 2016 REGULAR PLANNING COMMISSION MEETING.

ROLL CALL VOTE AS FOLLOWS:

AYES: SUMMERHAYS, ATKIN, EISENHAUER, AND COUCH (4)

NAYES: NONE (0)

ABSTAIN: MONCEAUX (1)

MOTION APPROVED WITH FOUR AYES AND ONE ABSTENTION.

B. SEPTEMBER 12, 2016 – JOINT STUDY SESSION

MOVED BY COMMISSIONER EISENHAUER, SECONDED BY COMMISSIONER ATKIN, TO ACCEPT THE MINUTES OF THE SEPTEMBER 12, 2016 JOINT SESSION.

ROLL CALL VOTE AS FOLLOWS:

AYES: SUMMERHAYS, ATKIN, EISENHAUER, AND COUCH (4)

NAYES: NONE (0)

ABSTAIN: MONCEAUX (1)

MOTION APPROVED WITH FOUR AYES AND ONE ABSTENTION.

C. OCTOBER 10, 2016 – REGULAR PLANNING COMMISSINO MEETING

MOVED BY COMMISSIONER COUCH, SECONDED BY COMMISSIONER EISENHAUER, TO APPROVE THE MINUTES FROM THE OCTOBER 10, 2016 JOINT STUDY SESSION.

ROLL CALL VOTE AS FOLLOWS:

AYES: SUMMERHAYS, ATKIN, EISENHAUER, MONCEAUX, AND COUCH (5)

NAYES: NONE (0)

MOTION APPROVED WITH FIVE (5) AYES.

IV. NEW BUSINESS

A. SITE DESIGN REVIEW SP16-03

Chair Summerhays explained the procedures of the Site Design Review Plan. All votes are based on criteria – whether or not the project meets the criteria. A vote against includes an explanation of how the project does not

meet the criteria. Chair Summerhays opened the public hearing.

Mr. Brinkley gave the Planner's Report. No ex-parte communications took place between the Planning Commissioners and the applicant. The Planning Commission will make a recommendation to the City Council, which will make the final decision on the land use permit application.

This application is for a type III site design review for the property at 4495 S Pacific Highway. This quasi-judicial process allows the Planning Commission a degree of discretion in evaluating a land use permit application. The applicant, Rogue Innovation, seeks to construct 10 single story buildings for mostly light industrial and some addition commercial retail use on the 4.7 acre lot, totaling about 46,785 square feet in six phases. The property is zoned commercial-highway. Staff recommends approval, with conditions, of the site design as proposed. Outdoor lighting, fencing, landscaping, storm water management permits, and other conditions will apply as the process continues. Building permits will be issued only after these conditions have been addressed.

Paul Kay, owner of Rogue Innovation at 4495 S Pacific Highway, introduced himself and explained his project. Mr. Kay noted there will be 10 feet of setback along the north property line for access and mechanical equipment. He is planning on a link to the Bear Creek Greenway to make the site accessible from the Greenway. An on-site manager would help to provide maintenance and security. Mr. Kay is hoping to provide 35-60% landscaping through regular ground landscaping as well as green roofs. As part of this, he plans to have a wetland and nursery for Rogue Innovation on site. Utility lines will be replaced, the site will be bike, pedestrian, and wheelchair accessible and all the current trees on the property will remain. Mr. Kay further described his plans for the property.

Further discussion and clarification followed regarding SDC's. Staff commented regarding adding a condition for mid encroachment and noting the two caretaker units would best be addressed by a change in the land development code.

Chair Summerhays closed the public hearing. Further discussion between the Planning Commission and Mr. Kay followed. Commissioner Atkin inquired about exploring use possibilities, to which Mr. Kay responded there is currently no light industrial space available in the project location. Commissioner Couch approved of the site plan. Chair Summerhays stated it would be a good project for Phoenix.

MOVED BY COMMISSIONER COUCH, SECONDED BY COMMISSIONER EISENHAUER, TO APPROVE SITE DESIGN REVIEW NUMBER SP16-03 WITH ADDED CONDITIONS.

ROLL CALL VOTE AS FOLLOWS:
AYES: SUMMERHAYS, ATKIN, EISENHAUER, MONCEAUX, AND COUCH (5)

MOTION APPROVED WITH FIVE (5) AYES.

V. PUBLIC COMMENT

None.

VI. COMMENTS FROM COMMISSIONERS

Commissioner Couch would like to hear from law enforcement how the ordinance is doing in regards to marijuana growth.

Commissioner Monceaux would like to know more about the ordinances and laws affecting marijuana in the region.

Chair Summerhays noted how she was impressed with the small footprint of the Fern Valley Interchange.

Commissioner Atkin brought up the signs at the interchange. Mr. Brinkley said that would be something to talk to ODOT about. Commissioner Atkin also suggested that a leftover piece of land was bought by an adjacent land owner and ought to become a pocket park. She also asked about the Dollar General project, to which Mr. Brinkley explained why they backed out. The Rite Aid project is still moving forward.

VII. PLANNIN DIRECTOR'S REPORT

Mr. Brinkley noted City Council wants to revisit the "road diet" for evaluation. Further discussion followed.

The Citizen's Advisory Committee is making progress on the Housing Element of the Comprehensive Plan update.

VIII. ADJOURNMENT

The meeting was adjourned at 8.05 pm.

Micki Summerhays, Chair

Matt Brinkley, Planning Director

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 10.a

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Ryan Kirchoff, City Attorney

Subject: Pending Renewal of Lease Agreement with Fire District #5

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

Following recent negotiations between the City and Fire District, the parties resolved to pursue a renewal of the lease in lieu of the sale of the property to the District. A first-draft lease has been drafted incorporating comments and revisions as previously requested by the Council (attached).

At this juncture, the Fire District has advised that it has appointed its Board Chair to meet with the City Manager and Mayor to discuss and confirm the scope of maintenance to be required under the lease and any additional logistical items the parties may consider. The current draft of the lease is attached hereto.

ADVANTAGES & DISADVANTAGES OF ISSUE

Addressing the outstanding request to lease or sell city property to the Fire District.

FISCAL IMPACT

Estimated costs are approximately 1 hour of attorney time and 4 hours of staff time to finalize the lease agreement ($350).

SOURCE OF FUNDS

_X_General Fund, __Water Fund, __Street Fund, __Capital Project Funds,

ALTERNATIVES

1. Direct staff to proceed with negotiations by meeting with the Fire District Board Chair to finalize the maintenance terms and address any logistical items.
2. Approve a modification of Alternative 1 (specify).
3. Refer item back to City Attorney for further information or action (specify).
4. Note and file information without taking further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to direct staff to proceed with negotiations with the Fire District to finalize terms, using the draft Agreement, and address any logistical items."

Prepared by: Ryan Kirchoff Reviewed by: Jamie McLeod

LEASE AGREEMENT BETWEEN CITY OF PHOENIX AND JACKSON COUNTY FIRE DISTRICT 5

This Lease Agreement ("Agreement") is made and entered into by and between the parties, the City of Phoenix ("City") and Jackson County Fire District 5 ("District").

WITNESSETH

WHEREAS, the parties have entered into a Fire Protection and Emergency Medical Services Agreement whereby the District will be providing Fire and EMS service to the City of Phoenix beginning October 1, 2007; and

WHEREAS, the parties acknowledge that it is in the best interests of both parties that the District lease the Phoenix Fire Station and Fire Dormitory, including buildings at 116 and 118 West Second Street, Phoenix, Oregon (collectively the "Premises"), from the City during the term of the Agreement

NOW THEREFORE, it is agreed as follows:

1. **Description of Premises.** The City agrees to lease to the District the Premises, including buildings at 116 and 118 West Second Street, Phoenix, Oregon, otherwise known as the Phoenix Fire Station and Fire Dormitory, respectively. The Premises shall include the buildings and the land upon which they are situated.

2. **Term.** The term of this Agreement shall run for twenty (20) years, unless terminated as herein provided that either party may terminate this Agreement at any time for any reason upon not less than twelve (12) months' notice to the other party. The District agrees to surrender the leased premises upon expiration of this Agreement in the same or better condition as existed upon entry.

3. **Consideration.** The District shall pay the City two dollars ($2.00) for the first year of this Agreement through July 1, 2017, at which point and on July 1 of each year thereafter so long as the Agreement is in effect. As additional consideration, The District agrees to perform routine maintenance of the leased premises as provided in the Agreement.

4. **Utilities.** The cost for operating and maintaining all utilities on the leased premises will be paid by the District, including, but not limited to charges for metered electricity, gas, cable, water and telephone, refuse disposal, janitorial and routine maintenance as provided in the Agreement.

5. **Assignment Prohibited.** No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Building be conferred on any third party by any other means, without the prior written consent of City, which may be withheld at City's sole discretion. Any such assignment, mortgage, or sublease without City's prior written consent shall be void ab initio.

6. Use. The Premises shall be used solely as a fire station in support of fire protection and other emergency services to be provided by District to the City under the Agreement, and for no other purpose.

7. Improvements.

7.1 Material Improvements Require Permission from City. District shall make no "Material Improvements" to the Premises without first obtaining City's written consent, which shall not be unreasonably withheld. A "Material Improvement" is any installation, alteration, addition, or other change to the Premises (including installation of a Fixture or Trade Fixture) that involves "structural work" to the Premises (as that term is commonly understood in the construction industry) or exceeds one thousand dollars ($1,000.00) in total project cost. "Fixture" and "Trade Fixture" shall have the meanings provided by Oregon law.

7.2 General Requirements for All Improvements. All improvements of any kind to the Premises (whether Material Improvements or not) and all work performed by District pursuant to this Agreement shall be made in a professional manner, and shall be in compliance with applicable laws, including, without limitation, applicable building codes, ADA and other legal requirements related to applicable accessibility, zoning, and use permits. All Material Improvements shall be made by licensed contractors and subcontractors in accordance with good practice and the requirements of this Agreement.

7.3 Restoration of Premises to Original Condition if No Consent Given by City. City, at its option, may require District, at District's sole expense, to remove Material Improvements made by District and restore the Premises to its original condition (the condition prior to installation of the Material Improvements) if (i) the Material Improvements have not been previously approved by City pursuant to Section 7.1 or (ii) the Material Improvements were installed in violation of Section 7.2 or any other provision of this Agreement or requirement of law. All work performed pursuant to this Section 7.3 shall be performed as soon as practicable prior to the end of the Term and shall meet the requirements of Section 7.2.

8. Insurance. Each party shall request a waiver of subrogation from its insurance carrier.

8.1 Property Insurance. The City shall insure said property against fire, theft and other casualty, naming the District as an additional named insured on its liability policies as set forth in the Agreement.8.2 Commercial General Liability Insurance. District, at its sole expense, shall maintain at all times during the Term of this Agreement commercial general liability insurance in respect of the Premises and the conduct or operation of its business, with City as additional insured, with a combined single limit of not less than Two Million Dollars ($2,000,000.00). Such policies shall contain such endorsements and deductibles customarily carried by District and reasonably acceptable to City. The policies shall cover bodily injury and property damage claims arising out of District's negligent activities on the Premises. City shall be named as an additional insured on such policy. The insurance shall include an endorsement covering District's contractual obligation for indemnification set forth in this Agreement.

9. Indemnity

9.1 District Indemnification of City. District is in control of the Premises. District shall indemnify, reimburse, and hold City (including its elected officials, officers, employees, agents, and volunteers) harmless, and at City's election, defend City (including its elected officials, officers, employees, agents, and volunteers) for, from and against any and all causes of action, obligations, damages, penalties, subrogations, loss, claims, costs, charges, and expenses or other liabilities (including reasonable attorney fees) that may be imposed on or incurred by or asserted against City (including its elected officials, officers, employees, agents, and volunteers) (whether rightfully or wrongfully filed) arising out of or in any way connected with:

9.1.1 Any use of the Premises or any activity conducted by, for or through District (including elected officials, officers, employees, agents, and volunteers) on, near or in conjunction with the Premises (other than to the extent resulting from the negligent, reckless, or intentional acts or omission of City, its elected officials, officers, employees, agents, and volunteers);

9.1.2 Any condition of the Premises and any maintenance (except to the extent that City (including its elected officials, officers, employees, agents, and volunteers) is responsible for providing such maintenance), management, or operation of the Premises to the extent caused or performed by District (including its elected officials, officers, employees, agents, and volunteers, agents, licensees or invitees);

9.1.3 Any failure on the part of District (including its elected officials, officers, employees, agents, and volunteers) to perform or comply with any of the provisions contained in this Agreement; and

9.1.4 Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to District's officers, employees, agents, and volunteers engaged in the performance of services at the Premises (including, without limitation, social security, unemployment insurance, and payroll tax withholding).

9.2 City Indemnification of District. City shall indemnify, reimburse, and hold District (including its elected officials, officers, employees, agents, and volunteers) harmless, and at District's election, defend District (including its elected officials, officers, employees, agents, and volunteers) for, from and against any and all causes of action, obligations, damages, penalties, subrogations, loss, claims, costs, charges, and expenses or other liabilities (including reasonable attorney fees) that may be imposed on or incurred by or asserted against District (including its elected officials, officers, employees, agents, and volunteers) (whether rightfully or wrongfully filed) arising out of or in any way connected with:

9.2.1 Any use of the Premises or any activity conducted by, for or through City (including its elected officials, officers, employees, agents, and volunteers) on, near or in conjunction with the Premises (other than the negligent acts or willful misconduct of District, its elected officials, officers, employees, agents, and volunteers);

9.2.2 Any condition of the Premises and any maintenance (except to the extent that District, including its elected officials, officers, employees, agents, and volunteers are responsible for providing such maintenance), management, or operation of the Premises to the extent caused or performed by City (including its elected officials, officers, employees, agents, and volunteers, agents, licensees or invitees);

9.2.3 Any failure on the part of City (including its elected officials, officers, employees, agents, and volunteers) to perform or comply with any of the provisions contained in this Agreement.

10. Destruction. The City shall be under no obligation to restore the leased premises in the event of partial or total destruction.

11. Disputes. In the event of any disputes over the terms of this Agreement, the City Manager and the District Fire Chief will meet and attempt to resolve any differences. If they cannot reach agreement, then the City and District shall attempt to resolve their disputes in mediation. If mediation does not result in resolving the dispute, the dispute shall be resolved by arbitration. The arbitration shall be administered by the Arbitration Service of Portland unless the parties consent to another arbitration service. The parties shall split the fee of the single arbitrator or the arbitrator selected by the parties' arbitrators. Each party shall be solely responsible for the fees of any arbitrator selected solely by the party itself. All arbitration shall be conducted in Jackson County, Oregon, in accordance with the following provisions:

11.1 Except as otherwise provided herein, the arbitration shall be conducted in accordance with the rules of the Arbitration Service of Portland;

11.2 Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between the parties if the arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order;

11.3 Notwithstanding the requirements herein for arbitration, a party may seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the establishment of the arbitration (or pending the arbitrator's determination of the merits of the dispute, controversy, or claim);

11.4 The arbitrator shall have authority to issue preliminary and other equitable relief unless such relief has been validly requested in a court of competent jurisdiction and is otherwise allowable under this Agreement.

11.5 Discovery proceedings of the type provided by the Oregon Rules of Civil Procedure shall be permitted both in advance of and during recesses of the arbitration hearings. Any dispute relating to such discovery shall be resolved by the arbitrator.

11.6 The arbitrator shall have the discretion to order a prehearing exchange of information by the parties and an exchange of summaries of testimony of proposed witnesses.

11.7 The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damage suffered or loss incurred.

11.8 The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the disposition of any claim. The arbitration proceeding and all documents, orders, determinations and award thereof shall be kept confidential to the fullest extent permitted by law.

12. Amendments. The provisions of this agreement may be modified, extended, or amended at any time through the mutual written consent of both parties.

13. Nonwaiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision (except to the extent expressly set forth in a writing signed by such party), nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF the parties, by the signatures of their authorized representatives, have executed this Agreement effective November/December ___, 2016.

City of Phoenix	Jackson County Fire District 5
_____	_____
Mayor	Chairperson, Board of Directors
Date:_____	Date:_____

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 10.6

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Ryan Kirchoff, City Attorney

Subject: Process for Collection of Retail Marijuana Sales Tax

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

On November 8, 2016, Phoenix voters passed a ballot measure establishing a 3% tax on sale of retail recreational marijuana and providing for administration of its collection. The net revenue is to be used for parks, capital improvements, and overhead incurred as a result of the tax administration.

Under current state law, the tax may be imposed after the conclusion of early recreational marijuana sales by medical marijuana dispensaries. Retail licensing begins this month. With retail recreational marijuana sales to be allowed in the near future, the city will need to pass a resolution announcing the results of the election and officially enacting the ordinance for the marijuana sales tax. Note, under current law, cities may not impose a tax or fee on recreational sales by medical marijuana dispensary licensees, and may only do so on recreational sales by a retail licensee. Retail licensing by the state this month and we expect retail sales to begin in January of next year. While the sale of marijuana is now permitted under state law, it is illegal under federal law, complicating the collection of sales tax.

The Department of Revenue (DOR) is providing tax collection services to cities via an intergovernmental Marijuana Tax Collection Agreement. Staff is preparing the form draft agreement for council consideration and are in contact with the DOR intergovernmental relations office to begin the process in the event the city wishes for state assistance with the tax collection.

ADVANTAGES & DISADVANTAGES OF ISSUE

Develop a method of tax collection, in coordination with DOR, enables the city to be compliant with recent voter-approved ballot measure.

FISCAL IMPACT

Estimated costs to formalize the ordinance and an intergovernmental agreement with DOR are approximately 5 hours of attorney time and 4 hour of staff time ($700).

SOURCE OF FUNDS

_X_General Fund, __Water Fund, __Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Direct staff to effectuate the voter-approved ballot measure and arrange for tax collection via DOR.
2. Approve a modification of Alternative 1 (specify).
3. Refer item back to City Attorney for further information or action (specify).
4. Note and file information without taking further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to direct staff to effectuate the voter-approved ballot measure and arrange for tax collection via DOR."

Prepared by: Ryan Kirchoff Reviewed by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 10.c

Agenda Report

Date: November 21, 2016

To: City Manager for Mayor and Council

From: Matt Brinkley, Planning Director

Subject: Urban Growth Boundary Amendment work plan

Action: __Motion, __Ordinance, __Resolution, _X_ Information only, __Other

EXECUTIVE SUMMARY

Over the past two years, the City has been engaged in long range planning projects intended to: 1) improve outdated planning documents and decision-making capacity, and 2) prepare an application to amend the City's Urban Growth Boundary (UGB). The city's current UGB was adopted in 1984 and has not been substantially altered to address existing conditions. Studies completed during the last two years suggest that additional land is needed to accommodate a projected 40% increase in population over the next 20 years. Other studies provide similar justifications for inclusion of additional land into the city's UGB for development of employment opportunities.

The City has recently adopted a new Transportation System Plan and is drafting updated Housing, Economic, Urbanization, and Land Use Elements for its Comprehensive Plan. It is also completing Conceptual Land Use and Transportation Plans for two Urban Reserve Areas, known as PH-5 and PH-10.

The attached work plan delineates tasks and program status for all completed and anticipated actions related to this project.

ADVANTAGES & DISADVANTAGES OF ISSUE

The decision to add land to its Urban Growth Boundary and future political jurisdiction must consider potential fiscal, social, environmental, and infrastructure impacts. These impacts did receive initial review during the development of the Greater Bear Creek Regional Problem Solving Plan process that concluded in 2012 with the City's adoption of the RPS as a component of its Comprehensive Plan. That plan identified priority lands (Urban Reserve Areas) for expansion of the City's UGB based on a screening of economic, social, environmental, and energy impacts resulting from future urbanization of these lands.

FISCAL IMPACT

Direct costs to the City for comprehensive during the current fiscal year include a $47,000 budgetary allocation for the comprehensive plan update. An additional $12,175 is allocated for Professional Services, which is used for a consultant working on the

Conceptual Land and Transportation Plan(s). A large portion of the budgetary allocation is offset by grants and other outside funding dedicated to certain planning projects.

SOURCE OF FUNDS

_X_General Fund, __Water Fund, __Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

This agenda item is information only and no action is required at this time.

RECOMMENDATION

No action proposed.

Prepared by: Matt Brinkley Reviewed by: Jamie McLeod

CITY OF PHOENIX
O•R•E•G•O•N
Planning & Building
Department

Work Plan for the Phoenix UGB Amendment

I. **Regional Economic Opportunity Analysis.** This study was required by RPS Performance Indicator 2.9.9. It was completed by E.D. Hovee and Associates in early 2016. Among other considerations, the study addressed

1. How many large, buildable employment land development sites are available along the I-5 corridor, from Eugene to Redding (within the next 3 years)?
2. What are the statistical characteristics of that land?
3. How much demand for industrial land are we likely to experience from local industrial users?
4. What does a successful R&D, light industrial, office, business park campus look like? Who are the potential users? What are some examples of desirable outcomes? How big? Infrastructure requirements? Employment impact? Impact on development and business activity within 1 mile?

Next Steps/Tasks
N/A
Status: completed

II. **City of Phoenix Housing Needs Assessment.** Consultant ECONorthwest completed an HNA in April 2016. The study found a need for approximately 100 acres of buildable land to accommodate population growth over the planning horizon (20 years). The HNA will provide the technical basis for an updated Housing Element.

Next Steps/Tasks
N/A
Status: completed

III. **TGM Land Use and Transportation Conceptual Plans.** Performance Indicator 2.8 of the RPS Plan requires that conceptual land use and transportation plans are prepared prior to any expansion into a URA. In Phoenix, this task has been accomplished through a TGM grant supported planning process that will be completed by the end of this year.

Next Steps/Tasks
1. Presentation to and review by RVMPO Technical Advisory Committee and Policy Advisory Committee
2. Review and approval by City Council and Planning Commission at December 12 Joint PC/CC meeting

Status: anticipated completion December, 2016.

IV. **Buildable Lands Inventory.** A Residential Buildable Lands Inventory (RBLI) was completed in April, 2016; an Employment Buildable Lands Inventory (EBLI) is underway and will be completed by the end of November, 2016.

Next Steps/Tasks
EBLI will be incorporated into the updated Employment Element of the Comprehensive Plan (see below).
Status: anticipated completion December, 2016.

V. **City of Phoenix EOA.** Conventional EOA to 1) update the City's Economic Element and 2) inform changes to land use policy related to economic activity within the City of Phoenix including potential expansion of UGB to include URAs for the purposes of adding new employment land. ED Hovee and Associates has completed a first draft of the LEOA, which is being reviewed by staff. The LEOA addresses

1. How the local economy has changed since 1998
2. Historical analysis of local business licenses
3. Regional trends
4. State trends
5. National trends
6. Anticipated need for additional employment lands

Next Steps/Tasks
The LEOA will provide the technical basis for updating the Economic Element of the Comprehensive Plan and will be incorporated into that document.
Status: anticipated completion December, 2016.

VI. **Comprehensive Plan Amendment.** Type IV procedure will be used to adopt amendments to the Parks, Recreation, and Open Space, Housing, Economic, Land Use, and Urbanization Elements within the City's Comprehensive Plan.

Complete public process for Comprehensive Plan Amendment, anticipated completion December, 2016
Planning Commission recommendation
City Council adoption
LCDC approval

Next Steps/Tasks
1. Draft comprehensive plan elements and associated staff reports completed by end of 2016; public hearings before the Planning Commission and City Council January – February 2017.
2. Draft findings of fact and conclusions of law (by others) January - February 2017.
3. Notices to DLCD and other reviewing entities
4. Assemble UGBA application documents and official record and submit to Jackson County March, 2017.

Status: anticipated completion end of February, 2017.

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 10.d

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Ray DiPasquale, Public Works Director

Subject: Lead and Copper Testing Program

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

Every three years, the City of Phoenix tests the water in 20 older homes (built between 1982 and 1991) for lead and copper, as required by the Oregon Health Authority (OHA) for compliance with the EPA Lead and Copper Rule. Due to recent concerns about lead in the Medford water system, the City Council directed staff to conduct additional testing in homes to ensure public health of city residents.

At the October 17, 2016, City Council meeting, Interim City Manager Matt Brinkley reported that all results collected had indicated that levels of lead and copper in our drinking water are far below the EPA limits. Council directed the Public Works Department continued the testing program, testing homes within the EPA requirements as well as homes outside that sample group. To date, 28 locations have been tested, with none exceeding the EPA limits (results on attached spreadsheet). The cost for each lead and copper test, including staff time and lab work, is approximately $60. The total cost to date has been $1,680.

Given the favorable test results indicating that unsafe levels of lead and copper is not an issue of concern in the city's drinking water, staff is recommending that the current lead and copper testing program be limited to OHA requirements and an as-needed basis, as determined by the Public Works Director. This determination includes the maintenance of water quality records for future consideration of testing based on "if and where" conditions. Staff will continue to ensure the safety of the city's drinking water and promote options to reduce lead and copper in households on the city website.

ADVANTAGES & DISADVANTAGES OF ISSUE

The advantage of modifying the program include preserving financial and personnel resources to address concerns on an as-needed basis. A potential disadvantage is a minor possibility that unsatisfactory lead or copper conditions could remain undetected.

FISCAL IMPACT

Approximately $60 per test per household.

SOURCE OF FUNDS

__General Fund, _X_Water Fund, __Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Reduce the testing of drinking water to OHA requirements and an as-needed basis, as determined by the Public Works Director.
2. Continue testing program at current rate.
3. Refer item back to staff for further information or action (please specify).
4. Note and file information without direction further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to reduce the testing of drinking water to OHA requirements and an as-needed basis, as determined by the Public Works Director."

Prepared by: Theresa Syphers Approved by: Ray DiPasquale Reviewed by: JMc

2016 LEAD AND COPPER TESTING PROGRAM			EPA LIMITS: COPPER - 1.3 LEAD - 0.015		
ADDRESS	TEST DATE	REPORT DATE	TEST RESULTS	Pass/ Fail	REFUSED TEST
10x N B St					X
10x Maple					
10x Ash	08/19/2016	08/25/2016	Copper - 0.225 Lead - 0.00390	P	
10x 4th					
10x 6th	10/05/2016	10/19/2016	Copper - 0.0748 - Lead - ND	P	
10x Maple	10/17/2016	10/24/2016	Copper - 0.0890 Lead - 0.000414	P	
11x 3rd					
11x W 4th	11/02/2016	11/09/2016	Copper - 0.117 - Lead - 0.00139	P	
11x 5th					
11x Ash	09/02/2016	09/09/2016	Copper - 0.0573 Lead - 0.00169	P	
11x 6th	10/11/2016	10/19/2016	Copper - 0.0708 - Lead - 0.000886	P	
11x 3rd					
11x 2nd	09/20/2016	09/29/2016	Copper - 0.0317 Lead - 0.000296	P	
20x W 2nd	09/27/2016	10/04/2016	Copper - 0.101 Lead - 0.000810	P	
20x Ash	09/02/2016	09/09/2016	Copper - 0.242 Lead - 0.000639	P	
20x 4th					
20x 3rd					
20x Pine					
20x Pine	09/21/2016	09/29/2016	Copper - 0.0737 Lead - 0.000459	P	
20x 4th					
20x S B St	11/02/2016	11/09/2016	Copper - 0.0883 - Lead - 0.000451	P	
20x N Church					
20x Pine					
20x W 2nd					
21x 3rd					
21x 5th					
21x W 2nd					
21x S C St	09/22/2016	09/29/2016	Copper - 0.205 Lead - 0.000323	P	
21x 3rd					
21x 4th					
21x 5th					
21x 4th					
30x 5th					X
30x C St					
30x 5th	09/02/2016	09/09/2016	Copper - 0.0608 Lead - 0.000229	P	
30x C St					X
30x 3rd					
30x N Church					
31x Pine					X
31x C St	09/06/2016	09/19/2016	Copper - 0.315 Lead - 0.000453	P	
357x Colver Rd					

ADDRESS	TEST DATE	REPORT DATE	TEST RESULTS	Pass/ Fail	REFUSED TEST
364x Hilsinger	10/24/2016	10/28/2016	Copper - 0.359 Lead - 0.00199	P	
374x Hilsinger	09/15/2016	09/21/2016	Copper - 0.0544 Lead - 0.000602	P	
365x Colver Rd					
374x Colver Rd	10/19/2016	10/19/2016	Copper - 0.346 Lead - 0.000616	P	
40x 2nd	10/28/2016	11/07/2016	Copper - 0.0333 - Lead - 0.000422	P	
40x 5th					
40x 5th					
40x 5th					
41x N Church	10/25/2016	11/03/2016	Copper - 0.0880 - Lead - 0.000686	P	
41x N Pine	10/19/2016	10/19/2016	Copper - 0.0587 Lead - 0.00136	P	
434x S Pacific Hwy					
442x S Pacific Hwy	10/25/2016	11/03/2016	Copper - 0.276 - Lead - 0.000484	P	
452x S Pacific Hwy	10/05/2016	10/19/2016	Copper - 0.230 - Lead - 0.000683	P	
447x S Pacific Hwy					
472x S Pacific Hwy	10/05/2016	10/13/2016	Copper - 0.0282 Lead - 0.000656	P	
50x N Church	09/18/2016	06/29/2016	Copper - 0.125 Lead - 0.000442	P	
50x 5th					
50x W 5TH					X
50x 5th					
Blue Heron Park Fountain	09/01/2016	09/09/2016	Copper - 0.0830 - Lead - 0.000351	P	
Colver Rd Park Fountain	09/02/2016	09/09/2016	Copper - 0.624 Lead - 0.00143	P	
Greenway Village Hydrant	07/14/2016	07/23/2016	Copper - 0.0319 Lead - 0.00808	p	
Otto Caster Park Fountain	07/14/2016	07/23/2016	Copper - 0.654 Lead - 0.00642	p	

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 11.a

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Ray DiPasquale, Public Works Director

Subject: Options to update city's Water System Master Plan

Action: _X_Motion, __Ordinance, __Resolution, __ Information only, __Other

EXECUTIVE SUMMARY

A Water System Master Plan (WSMP) is an overall guide that identifies water system needs and priorities. A plan evaluates the needs of a water system for at least a twenty-year period and includes a review of water quality issues, service goals, status of compliance with Safe Drinking Water Act, alternatives for achieving water quality and service goals, alternatives, implementation schedule, and options for the proposed improvements. The Oregon Health Division requires systems with over 300 service connections to have a current WSMP.

The City of Phoenix WSMP was last updated in 2007 and is due for an update. The city needs to perform a comprehensive analysis of its water distribution system, identify system deficiencies, determine future water distribution system supply requirements, and determine water system facility improvements that will correct existing deficiencies and provide for future system expansion. An update should include an evaluation of the Talent-Ashland-Phoenix (TAP) Agreement. The planning and analysis efforts should further include consideration of the ultimate integration of recommended distribution system improvements with the city's long-term water source and supply decision.

Staff has developed a draft scope of work for a Request For Qualification-Based Proposals (RFP) for the WSMP Update (attached). The greater the scope of work, the more information staff will have for future planning of the city's water system; however, more work included in the scope, the more costly the WSMP Update. Once the scope of work has been approved by Council, staff with advertise the RFP to solicit bids from professional. Council direction will ultimately be sought for the final contract to update the city's WSMP. Staff is seeking Council direction on the desired scope of work to include in the draft RFP.

ADVANTAGES & DISADVANTAGES OF ISSUE

The city needs to update its WSMP to be compliant with state requirements and planning for current and future water service for the city's residents and businesses.

FISCAL IMPACT

The cost of the contract to update the city's WSMP will depend on the final scope of work.

SOURCE OF FUNDS

__General Fund, _X_Water Fund, __Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Approve the scope of work for the city's WSMP Update as provided in the draft RFP and prepare a final RFP for Council consideration prior to a public bidding process.
2. Modify the draft scope of work (please specify).
3. Refer item back to City Manager for inclusion in FY 2017/2018 budget.
4. Note and file information without direction further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I move to approve the scope of work for the city's Water System Master Plan Update, as provided in the draft RFP, and direct staff to prepare a final Request For Proposals for Council consideration prior to a public bidding process."

Prepared by: Theresa Syphers Approved by: Ray DiPasquale Reviewed by: JMc

Request for qualification based proposals

Water Master Plan Update

Project No:
Project Type: Engineering Services
Proposal Opening Date:
Project Manager: Ray DiPasquale, PW Director
Project Duration: 9 Months

CITY OF PHOENIX
112 W 2ND ST – PO BOX 330
PHOENIX, OR 97535
541-535-1955

ADVERTISEMENT

CITY OF PHOENIX PUBLIC WORKS - QUALIFICATIONS BASED SELECTION PROFESSIONAL ENGINEERING SERVICES

The City of Phoenix (City) is seeking proposals for professional, engineering, planning and consulting services for development of Project **???? Water Master Plan Update.**

The project will include but is not limited to the following tasks:

- Develop comprehensive project scope and timeline
- Review, analyze, validate and identify gaps in Phoenix's existing Water Master Plan and water sources
- Evaluate current drought response and curtailment plans
- Analyze Public Works staffing needs
- Attend City Council meetings
- Re-evaluate financial plan for the 2032-2067 planning period
- Re-evaluate growth and demand modeling
- Evaluate TAP agreement and anticipated amendments
- Evaluate existing and future conservation programs
- Evaluate major water system components for operational efficiencies, life cycle assessments and maintenance SOP's.
- Review operational system responses to existing and projected downstream demands on the TAP main with respect to City facilities.

SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

   City of Phoenix
   City Manager
   Attn: Jamie McLeod
   112 W 2nd St
   PO Box 330
   Phoenix, OR 97535

2. Submit six (6) copies of the proposal by 3:00 p.m. on ????????, 2017.

3. The proposals must be clearly marked "PROPOSAL FOR PHOENIX WATER MASTER PLAN UPDATE.

4. Maintaining the integrity of the RFP process is extremely important to the City of Phoenix. As such all questions, shall be directed to the Public Works Director Ray DiPasquale, at (541) 535-2226 or email ray.dipasquale@phoenixoregon.gov Prior to contact, please

review the General Information regarding Proposer Questions, in section 1.2 of this packet. Answers to all questions will be issued as official addenda to this RFP.

5. The City of Phoenix reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

CITY OF PHOENIX
DEPARTMENT OF PUBLIC WORKS
QUALIFICATIONS BASED SELECTION – REQUEST FOR PROPOSALS
WATER MASTER PLAN UPDATE: PWE #

SECTION 1 – REQUEST FOR PROPOSALS

1.1: SOLICITATION INFORMATION AND REQUIREMENTS

1.1.1 Overview

The City of Phoenix is requesting proposals for Professional Engineering services for a Water System Master Plan update. The intent of this project is not a complete re-write or change in methodology, but an update, validation and continued evaluation of critical water needs, specifically for the 2032-2067 planning period. The project will include but is not limited to the following tasks:

- Develop comprehensive project scope and timeline
- Review, analyze, validate and identify gaps in Phoenix's existing water master plans and water sources.
- Evaluate current drought response and curtailment plans
- Analyze public works staffing needs
- Attend City Council meetings
- Re-evaluate financial plan for the 2032 – 2067 planning period
- Re-evaluate growth and demand modeling
- Evaluate existing and future conservation programs
- Evaluate TAP agreement and anticipated amendments
- Evaluate major water system components for operational efficiencies, life cycle assessments and maintenance SOP's.
- Review operational system responses to existing and projected downstream demands on the TAP main with respect to city facilities.

In addition, the scope of work for the Water System Master Plan update will include requirements for planning, programming, and financing improvements to the community's water system. The final update will accurately reflect future water system needs and demands, identify said improvement, include comprehensive and prioritized 20 year Capital Improvement Plan, an evaluation of water system and Public Works staffing needs, and a specific financial plan to pay for recommended system and staffing needs that includes a water rate model. The Water Master Plan update plan shall be prepared in accordance with the Oregon Administrative Rules for Public Water Systems OAR 333 Division 61. The study area shall include the Phoenix city limits, current Urban Growth Boundary and future growth areas as considered by the Regional Problem Solving (RPS) process.

1.1.2 Background

The City of Phoenix provides drinking water to approximately 1200 service connections.

The City of Phoenix obtains all of the water it supplies its customers through a wholesale agreement with the Medford Water Commission. The Medford Water Commission is a regional water provider that supplies water to the City of Medford and six neighboring communities including the City of Phoenix. It has two sources of supply. Its primary source of water is Big Butte Springs which supplies approximately 25.4 MGD of water year round to the system. When demands exceed this source of supply, the Duff Water Treatment Plant on The Rogue River is operated. The 45 MGD treatment plant normally operates from May through October.

The system is fed through two pumping and metering facilities, the Experiment Station Road Pump Station (ESRPS) and the regional Talent/Ashland/Phoenix (TAP) Pump Station. The majority of the customers within the Phoenix system are supplied by a single pressure zone with the exception of few high level customers located on a small hill in the center of town which receive service from a continuous running pump station.

The City's water system has a total of three storage tanks in use providing a capacity of 2,085,000 gallons of storage and four booster pump stations.

The City's distribution system consists of main from 16" down to 2" and contains a variety of different materials. The total length of piping is approximately 105,000 ft.

The 2015 certified population estimate for the City of Phoenix is 4585. Projected population for the year 2035 is 6883 and for the year 2065 is 9775 as predicted by the Portland State Population Research Center. Based on historical averages in the study area, a 1.5% per year growth rate was selected for the residential population for use in this Facilities Plan over the next 50 years. Jackson County and the Department of Land Conservation and Development (DLCD) have agreed that this rate coordinates with their efforts.

1.1.3 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP in Appendix A. The proposal should indicate acceptance of City's contract provision. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the maximum duration of the contract is *24* months.

Contract Payment - Contingent upon City's need, consultant's performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Phoenix City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)

1.1.4 Business License Required

The selected consultant must have or acquire a current City of Phoenix business license prior to conducting any work under this contract.

1.1.5 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

a. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

c. General Liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 for each occurrence for bodily injury or property damage. It shall include contractual liability coverage for the indemnity provided under this contract.

d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name the City of Phoenix, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are additional insurers. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreement, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and /or self-insurance.

1.2 QUESTIONS AND CLARIFICATIONS

1.2.1 Proposer Questions

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project Manager listed in the advertisement for this proposal, at PO Box 330, Phoenix Oregon 97535. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriated, as determined by City in its sole discretions, revision, substitutions or clarification of

the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by attaching a copy of the addendum to the proposal. The addendum will not be included in the total maximum page limit.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. City shall mail registered proposers copies of such addenda. If you have not registered as a proposer you will not receive a mailed copy of the addenda. Failure of the contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

1.3 PROPOSAL SUBMISSION REQUIREMENTS

1.3.1 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

1.4 "REQUIRED" PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS

1.4.1 Minimum Proposal Contents

A. Project Narrative: The narrative should provide a description of the consultant's understanding of the project objectives.

B. Preliminary Work Breakdown and Schedule
   1. The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the projects before "date". The Proposal shall include a graphic Gant-chart style schedule of major work tasks with project milestones and estimates of time required to complete each task.

C. The Preliminary Statement of Work (SW)
   1. The Preliminary Statement of Work should outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It should include proposed methods of investigation, analysis and designs as appropriate. Key elements shall include:

      a. An expanded outline of all work tasks.
      b. Detailed work schedule for each major task, including time frames and durations of each task.
      c. List all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers and e-mail addresses).
      d. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.

D. After the winning proposal has been selected, the preliminary work breakdown and the schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Engineering Services. Invoices requesting payment shall be prepared monthly. Payment will be made as a percentage of each task.

SECTION 2.0 EVALUATION PROCESS AND CONSULTANT SELECTION

2.1 Evaluation Process

Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to, price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
   a) If after the screening and selection procedures it is determined that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
   b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate condition, including but not limited to, compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as solely determined by the Department.
   c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

3.1 GENERAL REQUIREMENTS

3.1.1 Personnel, Materials & Equipment

The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, Tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality

and suitable for the assigned work.

3.1.2 Safety Equipment

The Consultant shall provide and use all safety equipment including, but not limited to, hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities

The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

3.1.4 Project Management

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with City project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:

- Work completed during the month by work task as percentage of completion.
- Needs for additional information, reviews or changes to the scope of work.
- Scope, schedule and budget issues and changes.

3.2 TASK SPECIFIC REQUIREMENTS

The following describes the major tasks and requirements specific to those tasks.

WATER MASTER PLAN UPDATE

Objective

To conduct a detailed update to the adopted 2007 Water System Master Plan. The intent of this water master plan update is to evaluate Phoenix's water needs from 2032 to 2067. This evaluation should include the same elements (planning periods and study area, existing water system, planning and analysis criteria, model development, water system analysis, recommendations, etc.) as outlined in the 2007 Water Master Plan. In addition, an evaluation of the current TAP agreement shall be included.

The Master Plan Update shall be consistent in chapter development with current adopted plan. Chapter layout discussed below is associated with current master plan content. All items discussed below are expected to be in addition to the update of the existing master plan for the 2032 to 2067 planning horizon. The City has previously established a Phoenix Water Commission that will be reconvened for the master plan update to act as the technical advisory committee. It is expected the consultant will host *monthly* meetings with city staff and the Phoenix Water Commission to discuss project information and analysis outcomes during the update process. Consultant will be responsible for preparing agendas and meeting minutes. Consultant will also be required to present findings before the public and the City Council.

Critical information that should be included in the update, but not limited to the following:

- Develop comprehensive project scope and timeline
- Review, analyze, validate and identify gaps in Phoenix's existing water master plan and water sources.
- Evaluate current drought response and curtailment plans
- Analyze public works staffing needs
- Distribution system update including radio read meter program cost benefit
- Evaluate financial plan for the 2032 – 2067 planning period
- Re-evaluate growth and demand modeling
- Evaluate existing and future conservation programs
- Evaluate TAP agreement and anticipated amendments
- Evaluate major water system components for operational efficiencies, life cycle assessments and maintenance SOP's.
- Review operational system responses to existing and projected downstream demands on the TAP main with respect to city facilities.

In addition to updating the Master Plan components for the 2032 – 2067 time period the consultant shall develop an all-encompassing operations and maintenance (O&M) living document for the distribution system and its associated appurtenances. City to provide input and data regarding development of O&M document.

O&M document shall include, but is not limited to:

- Cross Connection program
- Hydrant maintenance and replacement program
- Pump station maintenance and replacement program
- Valve maintenance program
- Meter maintenance program
- Distribution system maintenance and replacement program

2007 Master Plan General Breakdown

EXECUTIVE SUMMARY
Introduction
Planning Periods and Study Area
Existing Water System
Planning and Analysis Criteria
Model Development
Water System Analysis
Recommendations

INTRODUCTION
Authorization

Purpose
Planning Periods
Study Area
Service Area
Land Use
Compliance
Scope
Task 1 – Project Kick-off Meeting
Task 2 – Develop Water Distribution Computer Model
Task 3 – Facilitate Discussion of Water System Issues Related to CAWD and RPS Areas
Task 4 – Develop 2050 Water System Master Plan
Task 5 – Develop Capital Improvement and Financial Planning
Task 6 – Project Management

EXISTING WATER SYSTEM
General
Total Annual Demands
Source of Supply
Water Quality
Source of Supply Pump Stations and Transmission Piping
Storage
High Level Pump Stations
Water Distribution System

PLANNING AND ANALYSIS CRITERIA
General
Model Description
Model Organization
Development of Water Demands
Existing System Demands
Future System Demands
Talent./Ashland Demands
Fire Flow Demands
Model Calibration

WATER SYSTEM ANALYSIS
General
Water Rights Analysis
Water Supply Facility Analysis
Storage Capacity Analysis
Pumping Capacity Analysis
Distribution System Analysis
Summary

RECOMMENDATIONS
General
Recommended Capital Improvements
Capacity Improvements
AC Pipe Replacement

Water Right Purchasing
Environmental Considerations
Cost Estimating Data
Assumptions
Capital Improvement Plans
Capacity Improvements
AC Pipe Replacement
Water Right Purchasing
Financial Plan
Funding Alternatives
Additional Recommendations
Incorporation of CAWD
Emergency Operations Agreement with the Cities of Talent and Ashland
Asset Management Program
SCADA System Update
Summary

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 11.6

Agenda Report

Date: November 21, 2016
To: City Manager for Mayor and Council
From: Janette Boothe, Finance Director
Subject: Changing the Signatories for City Checks
Action: __Motion, __Ordinance, _X_ Resolution, __Information only, __Other

EXECUTIVE SUMMARY

The City of Phoenix requires two authorized signatures on each city check. The current authorized signers for the city include: Mayor, Council President, Council Vice-President, and previous Interim City Manager (current Planning Director). The Mayor, Council Vice-President, and Planning Director will no longer be in their city leadership roles by early January. This will only leave the City with only one authorized signer, not allowing for disbursement of city funds.

Options for changing the authorization of signatories for city checks include: (1) replacing the Planning Director with the current City Manager, and (2) replacing a departing Council Member with a current Council Member that will remain on the Council in 2017. Two options are provided for Council consideration: either just (1), or (1) and (2) replacing Council Member Carolyn Bartell with Council Member Chris Luz (who will become the Mayor in 2017).

ADVANTAGES & DISADVANTAGES OF ISSUE

Adoption of one of the attached resolutions will provide for continuity of two authorized city signatories through January 2017, as necessary to disburse city funds.

FISCAL IMPACT

Minimal staff time to collect the signatures and register them with the city's bank.

SOURCE OF FUNDS

X General Fund, __Water Fund, __Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Approve Resolution No.___, replacing the Planning Director with the City Manager, AND (2) replacing Council Member Carolyn Bartell with Council Member Chris Luz.
2. Approve Resolution No.___, only replacing the Planning Director with the City Manager.
3. Refer item back to City Manager for further action (please specify).
4. Note and file information without direction further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I Move to approve Resolution No.____, replacing the Planning Director with the City Manager, AND (2) replacing Council Member Carolyn Bartell with Council Member Chris Luz, establishing city officials for the purpose of signing city checks on behalf of the city for city funds."

Prepared by: Janette Boothe Reviewed by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 11.c

Agenda Report

Date: November 21, 2016

To: City Manager for Mayor and Council

From: Finance Director

Subject: Outstanding water bills from closed accounts

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

At a recent meeting, Council expressed concern with delinquent water accounts. Staff conducted preliminary research on the amount of outstanding balances due from closed water accounts over four months outstanding (attached). The time period of the information gathered dates back to when the accounts originated. The reports attached outline the customer accounts by class and the affected line items. A total of 335 accounts were found to be at least four months outstanding, for a calculated water revenue loss of approximately $25,000 and street fee revenue loss of approximately $2,000.

Pursuant to the local ordinance, 13.16.020, all water and sewer service charges are liens against the premises served from and after the date of billing and entry in the city lien docket. The liens are assessed and recorded against the property, for which the property owner is liable. When a bill for water and sewer service remains unpaid sixty days after it has been rendered, the lien thereby created may be foreclosed in the manner provided for by ORS 223.610, or in any other manner provided by law (see attached 13.16.020 and 13.16.060).

ADVANTAGES & DISADVANTAGES OF ISSUE

An advantage to developing a process to proactively address closed accounts that remain outstanding may increase the city revenue from delinquent water bills. A disadvantage is that the cost in staff time may offset the increased revenue.

FISCAL IMPACT

To date, staff time for research into the matter is approximately 2 hours. Further review and development of a proposed process modification for collection of prior closed water accounts will involve approximately 24 hours of staff time. It is unclear how much of the delinquent funds may be readily recouped. Review and development of a proposed process to modify the procedure for accounts with a landlord will involve approximately 20 hours of staff time and 2 hours of attorney time.

SOURCE OF FUNDS

_X_General Fund, _X_Water Fund, _X_Street Fund, __Capital Project Funds, __Separate Fund for Local Option Taxes, __Debt Service Funds, __Reserve Funds

ALTERNATIVES

1. Direct staff to review the current process for closed water accounts and propose a modified process. (Given current staff loads, the recommendation is to begin the review process after January 2017.)
2. Request more detailed information regarding the outstanding water accounts.
3. Refer item back to City Manager for further action (please specify).
4. Note and file information without direction further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I Move to direct staff to review the current process for closed water accounts and propose a modified process after January 2017."

Prepared by: Janette Boothe Reviewed by: Jamie McLeod

ZONE: * - All
STATUS: Final, Ina
REPORT THRU DATE: 11/18/2016

START DATES: 0/00/0000 THRU 99/99/9999
LAST BILL DATES: 0/00/0000 THRU 99/99/9999
FINAL DATES: 0/00/0000 THRU 99/99/9999

TOTALS BY ZONE

**** ZONE # :01	TOTAL ACCOUNTS: 353	26,142.80	100-WATER	22,424.44	110-RECF	698.53	150-CC	36.13
			195-PEN	665.37	200-SW	0.25	300-STREET	1,571.34
			400-PUMP	60.43	410-PUMP M	59.54	500-HWY 99	615.56
			700-NSF	11.21				

TOTALS BY REVENUE CODE

100-WATER REVENUE	22,424.44	110-RECONNECTION FE	698.53	150-CROSS CONNECTIO	36.13
195-PENALTY	665.37	200-SEWER	0.25	300-STREET USER FEE	1,571.34
400-PUMP CHARGES	60.43	410-PUMP MAINTENANC	59.54	500-HWY 99 MAINTENA	615.56
700-NSF FEE	11.21				

TOTAL REVENUE CODES:	26,142.80
TOTAL ACCOUNT BALANCE	26,142.80
DIFFERENCE:	0.00

TOTALS BY CUSTOMER CLASS

LV1	LOW VOL COM <10 K SQ.FT	1,493.27
SFR	SINGLE FAMILY RESIDENTIAL	21,842.70
MFR	MULTI FAMILY RESIDENTIAL	1,755.11
LV2	LOW VOL COM 10K-50K SQ FT	305.06
OFF	OFFICES	275.24
CI	CHURCH/INSTITUTION	49.69
IND	INDUSTRY	61.79
SC1	ELEMENTARY SCHOOL	0.02
HVC	HIGH VOLUME COMMERCIAL	359.92
	CLASS TOTAL:	26,142.80

ERRORS: 000

========== REPORT TOTALS ==========

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER REVENUE	26.33CR	452.72	459.41	337.35	21201.29	22424.44
110-RECONNECTION FEES	0.00	0.00	0.00	4.66	693.87	698.53
150-CROSS CONNECTION	0.00	0.00	20.00	0.00	16.13	36.13
195-PENALTY	0.00	5.91	5.03	4.62	649.81	665.37
200-SEWER	0.20	0.00	0.00	0.00	0.05	0.25
300-STREET USER FEES	40.60	10.19	13.40	13.08	1494.07	1571.34
400-PUMP CHARGES	0.00	0.00	0.00	0.00	60.43	60.43
410-PUMP MAINTENANCE FEE	0.00	0.00	0.00	0.00	59.54	59.54
500-HWY 99 MAINTENACE FEES	74.81	2.41	3.20	2.93	532.21	615.56
700-NSF FEE	0.00	0.00	0.00	0.00	11.21	11.21
TOTALS	89.28	471.23	501.04	362.64	24718.61	26142.80

TOTAL REVENUE CODES: 26,142.80
TOTAL ACCOUNT BALANCE 26,142.80
DIFFERENCE: 0.00

ERRORS: 000

13.16.020 Charges to be lien against property.

All water and sewer service charges shall be a lien against the premises served from and after the date of billing and entry in the city lien docket. The lien docket shall be made accessible for inspection by anyone interested in ascertaining the amount of the charges against the property. When a bill for water and sewer service remains unpaid sixty days after it has been rendered, the lien thereby created may be foreclosed in the manner provided for by ORS 223.610, or in any other manner provided by law, this code or city ordinance.

(Ord. 612 §1, 1986)

13.16.060 Water service—Owner liability.

Where a business or a residential property in the city is rented to a third party, the owner of such property shall be liable for water service charges incurred by the renter of such property unless the owner shall have given notice to the city that the owner will not be liable for such charges and that the owner does not wish water to be furnished to such property except pursuant to an agreement between the renter and the city.

(Ord. 541 §1 (5), 1982)

City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 11.d

Agenda Report

Date: November 21, 2016

To: Mayor and Council

From: Jamie McLeod, City Manager

Subject: Resolution on the City of Phoenix Being a Safe and Welcoming Community

Action: _X_Motion, __Ordinance, __Resolution, __Information only, __Other

EXECUTIVE SUMMARY

In light of recent incidents at the national, state and regional level that undermine a sense of community safety and inclusiveness, the Mayor directed staff to prepare a Resolution on the city's commitment to being a safe and welcoming community.

ADVANTAGES & DISADVANTAGES OF ISSUE

Such a statement by the City Council can increase a feeling of trust and well-being among city residents, businesses, and visitors. In a time of such unrest, remaining silent may suggest a concurrence with negative incidents.

FISCAL IMPACT

There are no identified costs associated with making a positive statement about our community.

ALTERNATIVES

1. Authorize the Mayor to sign the attached Resolution No.___ and direct staff to share the signed resolution with community constituents.
2. Authorize the Mayor to sign a modified resolution (please specify) and direct staff to share the signed resolution with community constituents.
3. Refer item back to City Manager for further action (please specify).
4. Note and file information without direction further action on the item.

RECOMMENDATION

Option 1. Proposed motion: "I Move to approve Resolution No.____, and direct staff to share the signed resolution with community constituents."

Prepared by: Jamie McLeod

City of Phoenix
Heart of the Rogue Valley

City Council
www.phoenixoregon.gov
541-535-1955

CITY OF PHOENIX

PHOENIX, OREGON

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PUBLIC STATEMENT ON
THE CITY OF PHOENIX COMMITMENT TO BEING A SAFE AND WELCOMING COMMUNITY

WHEREAS, the highest priority of a city is to provide for the safety and security of the public; and

WHEREAS, the City of Phoenix was recently ranked one of the 20 safest cities in Oregon; and

WHEREAS, the City of Phoenix is blessed with great diversity in our community; and

WHEREAS, our social and cultural diversity is part of our city's heritage and contributes to what makes Phoenix a special place; and

WHEREAS, during a time of political transition at the federal level, there can be a heightened sense of anxiety at the local level and a need to assure the public of a city's commitment to their safety and well-being;

NOW THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS, the City Council of the City of Phoenix, Oregon, does hereby re-affirm our ongoing commitment to ensuring that the City of Phoenix is a safe and welcoming community for all of our residents, businesses, and visitors.

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the ____ day of November, 2016.

_____
Jeff Bellah, Mayor

_____
Janette Boothe, Recorder