

**CITY OF PHOENIX  
CITY COUNCIL MEETING  
PUBLIC WORKS OFFICE  
1000 S. "B" STREET  
MONDAY, APRIL 18, 2016  
6:30 P.M.**

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**1) Call to order/Roll call**

**2) Pledge of Allegiance**

**3) Mayor's Comments**

**4) Citizen's Comments:**

The purpose of citizen comment is to allow citizens to present information or raise an issue regarding items not on the agenda. A time limit of three minutes per individual shall apply unless the Presiding Officer extends time(*Persons wishing to address Council on any matter are encouraged to do so. Please sign up, and if applicable, indicate the agenda item you want to discuss. When your name is called, step up to the podium, state your name and address for the record. In accordance with state law, copies of the complete recording of this meeting will be available at City Hall. If you are hearing impaired and need accommodation, please give 48 hours prior notice to City Hall*).

**5) Updates/Reports:**

- a) PHURA: Plaza Building Update
- b) Parks and Greenway Commission
- c) City Council Issue Tracking Log.....p.1

**6) Presentations:**

- a) RVCOC Annual Review, Presented by Mike Cavallaro
- b) Risk Management Presentation Part 2 by Ryan Kirchoff

**7) Ordinances, including reading and/or adoption:**

**8) Consent Calendar:**

- a) Approval of Minutes from April 4, 2016 Regular City Council Meeting.....p.5

**9) Unfinished Business:**

- a) Monthly Financial Report.....p.29
- b) Review of City Attorney's Contract.....p.32
- c) Contract for Backflow Testing.....p.40

**10) New Business:**

- a) Approval of Bid for Church Street Storm Water Project.....p.71
- b) Discussion of Bridge Medallions.....p.72
- c) Memorandum of Understanding with PHURA: Staff Time.....p.75
- d) Fire District 5 Lease Agreements.....p.82
- e) Main Street Landscaping plan.....p.103
- f) Housing Needs Assessment.....p.105

**11) Questions for Staff:**

- a) Attorney's Report
- b) City Manager's Report

**12) Council items, comments/reports:**

Any councilor may bring before the Council any business not on the agenda the councilor feels should be deliberated upon by Council, but the Council may decline formal action on such matters or defer them to a subsequent meeting.

**13) Adjournment**

**Next City of Phoenix Scheduled Meetings:**

April 18, 2016	City Council Meeting
April 25, 2016	City Council/Planning Commission Joint Meeting on the Transportation Plan
April 27, 2016	Special City Council Meeting
May 2, 2016	City Council Meeting
May 4, 2016	Budget Committee Hearing
May 9, 2016	Planning Commission Meeting
May 10, 2016	Urban Renewal Meeting
May 11, 2016	Budget Committee Meeting

### Council Action Log

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
City Manager Performance Review	Council will review if June	Council	High	June 16	
Water Rights	Joe Strahl continues to work with the Oregon Water Commission to have the water before 2001 come from the river instead of the lake. The small cities group has met and has had a conversation with Medford water commission about the fish persistence issue.	Council, CM		April 16	
Personnel Manual	City Manager will highlight changes in new personnel manual for council to review.	CM		April 16	
Fire District Five Contract	Fire District 5 board is meeting on April 18th to review the matter. City Manager has put the leases on the April 18th meeting for Council up date.	CM, Council		April 16	
3% Marijuana Tax	Staff will be brining the ordinance to the Council on May 2nd to be put on the ballot.	CA, CM, REC		July 16	
Negotiate Union Contracts	An Executive Session will be held in May for the Council to develop strategy	CM, Council	High	May 16	
City Website re-design	Council will revisit website in July	CM	High	July 16	Council has already indicated that website must be kept up on a daily basis for content.
N. Rose Connection TAP Line Talent/Phoenix Water Meter	Contracts have been signed now awaiting a start date Mayor, Council President, and City Manager met with the City Manager, Public Works Director, and Councilor from Talent. Phoenix presented their numbers, Talent agreed that there was an issue with lost water. Talent will hire a expert to go over Phoenix's number and the two Cities will come back and meet the first Thursday of May.	PD, CM, PWD CM	High High	May 16 May 16	Needs update on strategies and negotiations with Talent
SCADA Upgrade	Contractor was in the City on April 8th to work with staff and finish up list of needed equipment. Still on schedule for a middle of May completion.	PWD, CM	Medium	May 16	Approved
ADA Ramps Fixing	Project engineer is working with the contractor to redesign and replace the ada ramps that failed.	PD, CM, PWD		July 16	

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
Review of Contracts	Builders Contract needs to be reviewed if company changes.	CM, PD	Medium	July 16	It appears the Building Inspector already has a new contract? If true, should it have come to council per this item?
Annual Attorney Contract Review	<b>City Attorney contract review will be held on April 18th.</b>	Council		<b>April 16</b>	
Transportation system Plan	<b>Joint meeting with Planning Commission will be held April 25th.</b>	PD	Low	April 16	
Strategic Planning Session	Council has prioritized goals developed in February workshop at the March 9th workshop. CM and Staff are now working to develop processes to reach goals	CM	Low	March 16	
Create low income subsidy for water bills	<b>Staff is working on creating the forms and changing the bill to address Water Commission Requests.</b>	CM FD	Low	<b>May 16</b>	
Update Parks Master Plan	First Meeting was held on Wednesday March 16. There will be four other public meetings in the near future. Currently the next meeting will be June 4th.	PWD, PD	Low	Dec-16	
Urban Growth Management Plan	<b>Council will review housing needs assessment at the April 18th meeting.</b>	Planning	Low	Dec-17	
First Street Sidewalk and Storm Drain	Should go out to bid starting in April. Will look for a start and completion date in September/October to decrease the cost.	PWD, CM, PD	Low	Jun-16	
New TAP Line Agreement	Group will hire a financial expert to design a system where the percentage of water you use will be used for the cost percentage of what you have to pay to maintain the system.	CM	Low	Jul-16	Council should be briefed in detail re: substantial changes long before final document is presented.
Slurry sealing and stripping main street	Postponed until 2016 because a multitude of issues	CM, UR, PW	Low	July 16	This will necessitate restriping the lanes
3-5 year financial for budget	Three to five year budget will be part of the budget process.	CM, FD		May 16	Need to discuss at this week's session on Saturday.

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
Bridge Medallions	<b>Council will provide staff with direction on the next steps for the medallions at the April 18th meeting.</b>	CM, PW	Low	April 16	
Recruitment for new Council Member	<b>Council will review applications at the May 2nd meeting.</b>	CM	High	<b>May 16</b>	Discuss process to follow at the Feb 1, 2016 Council Meeting
List of study sessions needed for Council	List at this time for scheduling includes TSP, COUNCIL FILL IN THE REST WITH THE CM	CM	Medium	ONGOING	Discuss at the Feb 1, 2916 Council Meeting
PHURA to Present 2016 projects and costs to City Council	Working on the presentation for sometime in March. Postponed till time uncertain.	PHURA Exec Director		March	
Phoenix Urban Renewal	Couplet project 98% completed.	PHURA Exec Director			
Phoenix Urban Renewal	<b>Staff will be bringing suggested landscaping to the council for approval at the April 18th meeting.</b>	PHURA Exec Director			Needs Council Approval per IGA
Phoenix Urban Renewal	Staff is working with interested parties in purchasing the properties and getting businesses into PHURA owned building.	PHURA Exec Director			
Phoenix Urban Renewal	Design program to encourage businesses to come to Phoenix - will come to Board at Dec meeting. Has been pushed off indefinitely.	PHURA Exec Director			
Phoenix Urban Renewal	<b>Staff was not able to get requested information by the April 18th meeting. Will give Council an update at the meeting and will supply information as soon as it can.</b>	PHURA Exec Director			Council must approve change in location and façade

Yellow Added requests

Orange does Council want to remove

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
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Completed

County Marijuana Setbacks	Council has sent a letter to County Commission asking for 1000ft setbacks from City Boundaries.	Council		?	
Phoenix Urban Renewal	Sidewalk on couplet area in the week of 11/13. Still working on it. Completed	PHURA Exec Director			Needs Council approval for plant areas in sidewalk per IGA
Phoenix Urban Renewal	Sewer and Water work in couplet completed.	PHURA Exec Director			
Phoenix Urban Renewal	Pavers are complete and signed off.	PHURA Exec Director		Mar-16	

**City of Phoenix  
City Council Meeting  
Public Works Office  
1000 S. "B" Street  
Monday, April 4, 2016**

**DRAFT**

**CALL TO ORDER**

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, April 4, 2016 at 6:33 p.m. in the Public Works Office.

**ROLL CALL**

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

**Staff Present:** Steve Dahl, City Manager  
Derek Bowker, Chief of Police  
Steve Weber, Finance Director  
Matt Brinkley, Planning Director  
J. Ryan Kirchoff, City Attorney

**PLEDGE OF ALLEGIANCE**

**MAYOR'S COMMENTS:**

Mayor Bellah spoke about meeting with the Council President and City Manager of Talent, regarding the water loss the City of Phoenix incurred. He explained the discussion was about trying to ensure there is no conflict between the two cities and how to correct the loss for Phoenix in the best manner possible. He added they plan to meet again, following the City of Talent's discussion of the issue at their Council meeting during the next month. Continued discussion followed.

Mayor Bellah requested Matias Mendez come forward to present him with a gift certificate in honor of appreciation for his initiative and efforts towards saving the City approximately \$20,000.

**UPDATES/REPORTS:**

1) PHURA – Councilor Helfrich commented on a realtor who is interested in a part of the input from realtors regarding the properties for sale. Councilor Luz mentioned the next scheduled Board meeting is April 12, 2016. Councilor S. Bartell commented things are slowing down a little right now. Mr. Dahl reported staff is in the process of drilling the holes to complete a soil test to better understand the quality of each property. Continued discussion followed, as Mr. Dahl explained he and Mr. Brinkley plan to review and form a job description for a person to replace the previous PHURA Executive Director.

Mayor Bellah announced the City has hired a new Code Enforcement Officer and invited Chief Bowker to introduce Tim Muck. Mayor Bellah and Councilor S. Bartell commented on some issues within the City that need to be addressed.

2) Parks and Greenway Commission – Councilor C. Bartell expressed the Easter Egg Hunt was a huge success. She added there was more attendance than expected, so they plan to buy more eggs and baskets for next year.

3) Water Commission – Councilor Luz gave an update and commented the commission held a meeting and discussed the water subsidiary form and plans to meet with the Administrative Assistant to include this information on the utility bills. Mayor Bellah noted this information could be included in the newsletter and it would be more cost effective than sending a separate mailing.

### **PRESENTATIONS:**

Update on Phoenix Library by Jody Fleming. Ms. Fleming came forward to express her gratitude for being invited to be a part of the Easter Egg Hunt festivities. She announced the library is honoring Shakespeare for the month of April and celebrating his birthday on Saturday, April 23, 2016, with cake and punch.

Risk Management Presentation Part 2 by Ryan Kirchoff. (*moved to April 18, 2016 City Council Agenda*)

### **CONSENT CALENDAR:**

- 1) Approval of Minutes – March 9, 2016 Special City Council Meeting.
- 2) Approval of Minutes – March 21, 2016 Regular City Council Meeting/Workshop. Mayor Bellah requested these be dealt with separate from the remaining two items. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO APPROVE BOTH OF THE MINUTES AS PRESENTED.** There was no further discussion.

#### **ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

- 3) Approval of Temporary Liquor License for Petro. Mayor Bellah commented this license is for a car show event. **MOVED BY C. BARTELL, SECONDED BY LUZ, TO APPROVE THE TEMPORARY LIQUOR LICENSE FOR PETRO.** There was no further discussion.

#### **ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

- 4) Disbursement of Surplus Bikes. Mayor Bellah reported the recommendation for dispersing the bikes to the Boys and Girls Club. **MOVED BY C. BARTELL, SECONDED BY SOPHIE, TO DECLARE THE BICYCLES ON THE ATTACHED LIST BE DECLARED SURPLUS AND ALLOW THE PHOENIX POLICE DEPARTMENT TO DONATE THE**

SURPLUS PROPERTY TO THE BOYS AND GIRLS CLUB OF THE ROGUE VALLEY.  
There was no further discussion.

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

**UNFINISHED BUSINESS:**

- 1) Review of a 3% Recreational Marijuana Tax. Attorney Kirchoff explained the purpose of the resolution prepared along with presenting the formal ballot title. Mayor Bellah requested placing the word *recreational* before marijuana, so that it is referenced properly. As discussion continued, Council revisited the designated areas for the revenue produced from this tax. During review, Mayor Bellah inquired whether there is a possibility of setting up a line item in the general fund that can be determined later as to where the revenue should be specifically dedicated. Mr. Weber replied that Mayor Bellah's request is possible. Councilor Helfrich commented that he is not comfortable with requesting citizen's support for a fund that can be determined by Council, rather than outlining the designated areas for citizen's vote. Councilor C. Bartell commented that the citizen's trust the Council to approve funding sources for the budget, as that is part of the position they were elected for. **MOVED BY LUZ, SECONDED BY S. BARTELL, TO ADOPT THE DESIGNATED REVENUE AS 75 PERCENT TOWARDS PARKS, EDUCATION, AND PUBLIC SAFETY, AND 25 PERCENT TOWARDS AN UNDETERMINED AMOUNT IN THE GENERAL FUND.**

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Luz**

**Nays: Sophie, C. Bartell, S. Bartell, and Helfrich**

**MOTION FAILED WITH ONE AYE AND FOUR NAYS**

**MOVED BY S. BARTELL, SECONDED BY SOPHIE, TO DISTRIBUTE THE REVENUE FROM THE TAX AS PRESENTED.** There was no further discussion.

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, and S. Bartell**

**Nays: Luz and Helfrich**

**MOTION APPROVED WITH THREE AYES TO TWO NAYS**

Council's consensus was to prepare the items necessary to bring to Jackson County in a timely manner.

- 2) Discussion of Creating a City Policy for Giving Money Directly to Non-profits. Mayor Bellah explained the question for Council is whether they would like to open up an invitation to nonprofits to request financial support. Councilor Helfrich commented in favor of this option to fund nonprofits based on need. Councilor C. Bartell questioned where the funds would be pulled from, as the budget is very tight. Councilor Luz questioned how to decide to distribute funds, as there would be too many associations requesting funds. Councilor S.

Bartell agreed with Councilor Luz. Councilor Sophie suggested the idea of supporting them through fundraising events, rather than distributing funds directly to the nonprofits.

Mayor Bellah noted there are a few nonprofits that the City has historically provided funds to. Council's consensus was to stay with the status quo and grandfather the nonprofits that have been included in the budget. Mr. Dahl inquired whether the Council is inviting the grandfathered nonprofits to present a request for funds at the first budget meeting. Council's consensus was to request a presentation as Mr. Dahl suggested.

- 3) Estimated Street Costs for Upcoming Projects. Mayor Bellah commented that this information is not presented as requested. Discussion followed, as Council commented one of the primary revisions to the report required is to reproduce the color coding that has been presented previously, to reflect streets that are in need currently or need to be addressed later. Mayor Bellah requested an updated version in better format, prior to placing all the color coding that can come later. Continued discussion followed as Council stressed the importance of prioritizing the street projects.

Mayor Bellah recessed the meeting for a short break at 7:51 p.m.

#### **NEW BUSINESS:**

- 1) Backflow Testing Bids. Mr. Dahl reviewed the information received for bidding on backflow testing and noted staff is recommending to continue to contract with Scott Bradley Backflow and Landscaping Services. **MOVED BY C. BARTELL, SECONDED BY S. BARTELL, TO CONTRACT WITH SCOTT BRADLEY BACKFLOW AND LANDSCAPING IRRIGATION SERVICES FOR BACKFLOW TESTING FOR THE CITY OF PHOENIX AT A COST OF \$15.00 PER BACKFLOW TEST AND NO CHARGE FOR BACKFLOW RE-TESTS FOR CONTRACT YEAR 2016-2017.** There was no further discussion.

#### **ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

Mayor Bellah inquired whether backflow testing was going to be required on all residences at some point or if the backflow testing will only be required for those that have anyone with a backflow valve currently. Mr. Dahl expressed he would look into this and get back to Council.

- 2) Approval of Change to ODOT Contract No. 30818. Mr. Dahl explained this is an update to the original contract to change the completion date from June 30, 2016 to December 31, 2016. Mayor Bellah inquired whether this would cost the City additional funds to complete. Additionally, he questioned whether it is in the City's best interest to get this completed sooner rather than later. Mr. Dahl replied that the additional cost would be absorbed by the contractors and the City has been clear that this needs to be completed as quickly as possible. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO APPROVE THE UPDATE TO THE ODOT CONTRACT AS PRESENTED.**

Councilor Sophie inquired about the amount of ADA ramps that have failed inspection. Mr. Brinkley explained that ODOT is currently in litigation regarding meeting ADA standards, and consequently, ODOT is very critical of all ADA ramps moving forward. Continued discussion followed.

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

- 3) Negotiation of Collective Bargaining Unit Process. Mayor Bellah expressed the current Collective Bargaining Unit Agreements expire December 31, 2016. He noted that Council needs to decide whether to open up negotiations or leave the contract as is for another three years. He further commented the prior negotiations included the City Manager, Council President and him at the bargaining table with the unions and questioned whether Council would like to continue with those individuals, should the agreements require negotiation again. Mayor Bellah further requested an Executive Session at the end of May to discuss whether to open negotiations. Council requested a copy of the current Collective Bargaining Unit Agreements via email.
  
- 4) Resolution allowing a budget increase for Unexpected Monies. Mr. Weber explained the resolution serves as the conduit between the City and Tuscaloosa, Alabama. Both Chief Bowker and Mr. Weber explained that this has been determined to be the best manner possible to transfer the money. Continued discussion followed, as Mayor Bellah noted he was not comfortable with changing the budget to satisfy a pass through; however, he understands the requirement. Councilor Sophie noted the ORS number has changed. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO ADOPT RESOLUTION NO. 957, ALLOWING A BUDGET INCREASE PURSUANT TO ORS 294.471 (1) (a) PROVIDING FOR THE RECEIPT AND EXPENDITURE OF UNEXPECTED MONIES FOR FISCAL YEAR 2015-2016.** There was no further discussion.

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich**

**MOTION APPROVED WITH FIVE AYES**

- 5) Discussion of Transportation System Plan. Mr. Brinkley explained he distributed a summary of the Transportation System Plan (TSP), rather than giving out a 600-700 page document, a summary of the highlights was completed. He further presented the projects outlined in the TSP summary that is to be reviewed at the joint City Council/Planning Commission meeting scheduled for April 25, 2016. He briefly described specific goals addressed in the TSP in detail. He further noted there are tiers defining the prioritization of the projects with tier 2 consisting of long range goals. He concluded with requesting Council's review and comments of the document before the joint meeting.

Councilor Luz inquired about the size of the bike lane on Main Street. Mr. Brinkley replied the purpose of the enormous sized bike lane is due to the are from curb side to curb side that needed to be filled.

Mayor Bellah inquired whether Council has the ultimate authority of approval. Mr. Brinkley noted the Planning Commission is tasked with making a recommendation to Council, as Council is the ultimate authority.

Councilor S. Bartell inquired about the process that will be used to determine whether to stay with one lane or revert back to two lanes on Main Street. Mr. Brinkley explained that ideally, this decision should be incorporated in the TSP, and to decide whether to have one or two lanes should be viewed as scientifically and objectively as possible. He gave an example of determining whether reducing Main Street to one lane causes enough congestion that exceeds a certain level of service by measuring, adding that he does not feel it does; however, if there are other reasons to change it back to two lanes, it is a good idea to think about during this process, as it would require a conditional use permit if the change is made after approving the TSP. As discussion continued, Mr. Brinkley urged Council to invite any and all comments to be directed to him.

**UPDATES/REPORTS (continued):**

3) City Council Issue Tracking Log – Mayor Bellah requested updates. Councilor C. Bartell requested the ADA ramps be added to the log. Mr. Dahl confirmed they would be added. Additionally, he noted an update on the Fire District 5 building.

**STAFF REPORTS:**

1) City Attorney's Report:

a) Attorney Kirchoff had nothing to report.

2) City Manager's Report:

a) Mr. Dahl announced he is preparing a job description for the public works supervisor that will be completed by Wednesday and is researching a firm to search for the proper individual, as he does not believe there are candidates in the area that would fit the new job description.

b) He noted he will be out of the office from Wednesday afternoon through the rest of the week.

Council continued discussion regarding the objective of maintaining the fire department in the City of Phoenix.

Mayor Bellah inquired about the types of police incidents that Council should be briefed on, as the recent shooting at 7 Eleven has brought several questions to Council. As discussion continued, Chief Bowker confirmed that if he is aware of an incident that will be reported on in the news, he will inform Mr. Dahl all of the pertinent information. Chief Bowker briefed Council regarding the incident with all of the information he has, as it is in the Jackson County jurisdiction.

**EXTENSION OF MEETING:**

**MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO EXTEND THE MEETING UNTIL 9:30 P.M.** Council approved the motion by consensus.

Councilor S. Bartell inquired about the percentage of the population in the City of Phoenix are carrying guns illegally. Chief Bowker reported he is not aware that Phoenix has a significant issue in this area.

**COUNCIL ITEMS, COMMENTS/REPORTS:**

Councilor Sophie – reported an update from MPO regarding expanding the public transportation area.

The meeting adjourned at 9:03 p.m.

Respectfully submitted,

Janette Boothe  
Assistant Finance Director/City Recorder

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**AGENDA BILL**

**AGENDA ITEM:** 9 (a)

**AGENDA TITLE:** Financial Report for Period Ending March 31, 2016.

**DATE:** April 13, 2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** \_\_\_\_\_

**MOTION:** \_\_\_\_\_

**INFORMATION:** XX

**EXPLANATION:**

Attached is summary report for City financial statements for the period ending March 31, 2016.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

N/A

**STAFF RECOMMENDATION:**

That Council accepts the March 31, 2016 financial statements as presented

**MOTION:**

**PREPARED BY:** Steve Weber **REVIEWED BY:** \_\_\_\_\_



To: Mayor and Council  
 From: Steve Weber, Finance Director  
 Date: April 13, 2016  
 Subject: March 2016 Financial Statements

**Background:**

The March 31, 2016 financial statements reflect the first nine months of the fiscal year. Following a review of the activity for three quarters of the fiscal year, I am pleased to report that, for the most part, revenues are coming in as expected and that expenditures are in line with the period. There are no issues that raise red flags at this point in the fiscal year.

<u>General Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
Revenues	\$ 1,533,756	\$ 1,823,775	84%	\$ 1,459,249
Expenditures				
Executive	\$ 78,657	\$ 89,150	88%	\$ 76,312
Admin	\$ 98,034	\$ 127,455	77%	\$ 85,548
Police	\$ 929,806	\$ 1,226,750	76%	\$ 846,473
Planning	\$ 92,433	\$ 133,010	69%	\$ 81,068
Building	\$ 73,552	\$ 102,110	72%	\$ 69,184
Parks	\$ 65,760	\$ 99,160	66%	\$ 59,293
Interdepartment	\$ 54,450	\$ 52,730	103%	\$ 55,744
Transfers	\$ -	\$ 2,000	0%	\$ -
Contingency		\$ 154,280	0%	\$ -
Total Expenditures	\$ 1,392,692	\$ 1,986,645	70%	\$ 1,273,622
Revenues over/(under) Expenditures	\$ 141,064	\$ (162,870)		\$ 185,627

**General Fund:** Year to date, revenues exceed expenditures by \$141,064 (\$1,533,756 vs. \$1,392,692). This has been aided by Property Tax receipts coming in at 96.11% as well as Fines & Forfeiture receipts coming in at 88.96%. Overall, revenues are at 84.10% for the year. Two main areas of cost increase in current year actuals compared to prior year are Contract Services (temp. personnel, attorney fees, and professional fees) and vehicles which account for \$91,936 (77.21%) of the change. We continue to monitor the cost line items that are higher than expected for the time period. Total general fund expenditures are at 70.10% for the year.

<u>Street Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
<b>Revenues</b>	\$ 501,902	\$ 849,630	59%	\$ 360,542
<b>Expenditures</b>				
Operating				
Personal Services	\$ 121,525	\$ 174,085	70%	\$ 103,689
Materials & Supplies	\$ 213,231	\$ 295,835	72%	\$ 132,724
Capital Outlay	\$ 10,837	\$ 12,500	87%	\$ -
Non-Operating				
Transfers	\$ -	\$ 123,886	0%	\$ -
Contingency	\$ -	\$ 75,000	0%	\$ -
<b>Total Expenditures</b>	<b>\$ 345,593</b>	<b>\$ 681,306</b>	<b>51%</b>	<b>\$ 236,413</b>
Revenues over/(under)				
Expenditures	<u>\$ 156,309</u>	<u>\$ 168,324</u>		<u>\$ 124,129</u>

**Street Fund:** Although revenues overall show below the 75.00% expected for the time period, that is primarily attributed to the ODOT jurisdictional transfer of \$250,000 budgeted (31%). Actual receipts are at 83.70% aided by franchise fees (\$65,258), diesel fuel tax (\$31,731) and the ADA Ramp grant (\$44,850). Although several line items are higher in the current year compared to the prior fiscal year; Professional Services, Storm Sewer Maintenance, and Street Repairs overall fund expenditures are only at 50.73%. These factors contribute to the revenues exceeding expenditures year to date by \$156,309 (\$501,902 vs. \$345,593).

<u>Water Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
<b>Revenues</b>	\$ 952,032	\$ 1,472,855	65%	\$ 1,092,809
<b>Expenditures</b>				
Operating				
Personal Services	\$ 303,244	\$ 387,835	78%	\$ 286,836
Materials & Supplies	\$ 438,916	\$ 525,205	84%	\$ 386,658
Capital Outlay	\$ 10,837	\$ 12,500	87%	\$ 10,020
Debt Service	\$ 100,829	\$ 134,160	75%	\$ 134,160
Non-Operating				
Transfers	\$ -	\$ 134,179	0%	\$ -
Contingency	\$ -	\$ 100,000	0%	\$ -
<b>Total Expenditures</b>	<b>\$ 853,826</b>	<b>\$ 1,293,879</b>	<b>66%</b>	<b>\$ 817,674</b>
Revenues over/(under)				
Expenditures	<u>\$ 98,206</u>	<u>\$ 178,976</u>		<u>\$ 275,135</u>

**Water Fund:** Revenues overall show below the 75% expected for the time period but this is attributable to the interfund transfers which happen at year-end. Water sales revenue is coming in at just under 73%; something to keep an eye on as the weather gets warmer. Certain payments made at start of year have caused certain accounts to be in excess of the 75% expected to date (annual insurance premiums and Lost Creek annual maintenance); while other events came up during the year that were not budgeted for (meter purchases of \$29,875, use of professional and attorney services of \$17,717, and computer/server issues of \$8,126). Overall, revenues exceed expenditures for the year by \$98,206 (\$952,032 vs. \$853,826) which compares favorably to the prior year when considering the items mentioned above as well as the \$155,000 received from Medford Water Commission at this point last year.

**AGENDA BILL**

**AGENDA ITEM:** 9 (b)  
**AGENDA TITLE:** Review of City Attorney Contract  
**DATE:** 4/18/2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** \_\_\_\_\_

**MOTION:**  X

**INFORMATION:**  X

**EXPLANATION:**

In Section 36 of the City Charter it states:

Section 36. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the Council must appoint and may remove the City Attorney.

Since it is the City Council’s responsibility to appoint and remove the City Attorney it falls on the City Council to review the City Attorney’s contract on a regular basis. Attached is the current contract with the City Attorney.

In reviewing the contract and the attorney the Council may wish to think about the following questions: Are they happy with the attorney’s advice? Is there something the attorney is doing or not doing that you wished changed?

If the Council is happy with the service of the City Attorney they can approve the contract for another year with a motion.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

To put off the review to another time

**STAFF RECOMMENDATION:**

N/A

**MOTION: “I MOVE TO APPROVE THE CITY ATTORNEY’S CONTRACT FOR ANOTHER CALANDER YEAR.”**

**PREPARED BY:** Steve Dahl

**REVIEWED BY:** \_\_\_\_\_

## CITY OF PHOENIX PERSONAL SERVICES CONTRACT

This agreement is made and entered into this 15<sup>th</sup> day of June, 2015, between the City of Phoenix ("City"), an Oregon municipal corporation, and Kirchoff Law Offices, LLC ("Contractor").

1. **Introduction.** Contractor Address: 130 NW D Street  
Grants Pass, Oregon 97526

Tax ID: 47-4042655

Contractor is contracted as city attorney and general counsel and shall be designated "City Attorney." Contractor shall provide services as described in Exhibit A.

Payment for all work performed under this contract shall be made as set forth herein from available and authorized City funds. Travel and other expenses of the Contractor shall not be reimbursed by City unless specifically provided herein or otherwise authorized by City.

Contractor shall submit monthly billings for work performed. Payments shall be made to Contractor following City's review and approval of billings for work performed under this contract.

This contract shall become effective the date this contract is fully executed as required by applicable law. The term of this Contract is for three years from the date of its execution. The terms of this contract may be modified, supplemented or amended upon the parties' mutual agreement.

2. **Independent contractor; responsibility for taxes and withholding.** Contractor shall perform the work required by this contract as an independent contractor. Although City reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of services, the City cannot control the means of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that it is not an employee of the City, is not currently employed by the Federal Government and meets the specific independent contractor standards of ORS Chapter 670.

Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract, and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

3. **Non-appropriations clause.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract with City's fiscal year budget. Contractor understands and agrees that the City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this contract.

4. **Insurance.** Contractor shall maintain in effect for the duration of this contract, or any other time periods required herein, professional liability coverage in the amount of \$1,000,000. Workers' Compensation insurance: All employers, including Contractor, that employ subject workers who work

under this Contract in the City shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Sub-Contractors and subcontractors complies with these requirements.

Contractor shall also maintain automobile liability insurance with a combined single limit, or the equivalent, of not less than the Minimum amounts required by the Oregon Financial Responsibility Law (ORS 806.060 and 806.070).

**5. Modification, amendment and waiver.** This contract constitutes the entire agreement between the parties on the subject matters addressed herein. The terms of this contract cannot be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties and containing all required city approvals. Any such waiver, alteration, modification, supplementation or amendment shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this contract except as contained, incorporated or referenced herein.

**6. Execution in counterparts.** This contract, and any amendments to it, may be executed in counterparts (each of which shall be an original and all of which shall constitute but one and the same instrument) or in multiple originals. A faxed or emailed form of this contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is promptly transmitted to the other party and received by that party forthwith.

**7. Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the City of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. The parties consent to the in personam jurisdiction of the courts in Oregon.

**8. Successors & Assignments.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Contractor shall not enter into any Sub-Contractor agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of City.

**9. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. City's performance under this Contract is conditioned upon Contractor, the Sub-Contractors, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

**10. Severability.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**11. Force Majeure.** Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to

fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**12. Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against City or Contractor. Contractor's Services under this Contract shall be performed solely for City's benefit and no other entity or person shall have any claim against Contractor because of this Contract for the performance or nonperformance of Services hereunder

**13. Confidential Information.** Contractor acknowledges that it or its employees, Sub-Contractors, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of City or City's clients. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

**14. Non-Disclosure.** Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Contract, and to advise each of its employees, Sub-Contractors, subcontractors and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Contractor against any such person. Contractor agrees that, except as directed by City, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at City's request, Contractor will turn over to City all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**15. Termination by mutual agreement.** This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

**16. Termination for cause.** City may terminate this Contract immediately, in upon written notice to, or such later date as City may establish in such notice, upon the occurrence of any of the following events: City lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow City, in the exercise of its reasonable discretion, to pay for Contractor's Services; Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either

the Services under this Contract are prohibited or City is prohibited from paying for such Services from the planned funding source; Contractor no longer holds all licenses or certificates that are required to perform the Services; or Contractor fails to provide Services within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, does not correct such failures within the time that City specifies (which shall not be less than 10 calendar days, except in the case of emergency). Otherwise, City may terminate this Contract upon thirty days (30) notice to Contractor.

Contractor may terminate this Contract if City fails to pay Contractor pursuant to this Contract, provided that City has failed to make such payment to Contractor within forty-five (45) calendar days after receiving written notice from Contractor of such failure. Contractor may terminate this Contract, for reasons other than non-payment, if City commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Contractor's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Contractor's notice, or such longer period as Contractor may specify in such notice.

As directed by City, Contractor shall, upon termination, promptly deliver to City all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Contractor's signature on this Contract, Contractor allows City to use Work Product and other property for City's intended use. The rights and remedies of City provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**17. Notice.** Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Contractor or City at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against City, any facsimile communication or notice must be confirmed by telephone notice to City's Representative and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

**18. Conflict of Interest.** Except with City's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Contractor's professional judgment with respect to the Services, including, without limitation, concurrent employment on any project in direct competition with the City.

**CITY OF PHOENIX**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_  
\_\_\_\_\_

**City Manager**

**KIRCHOFF LAW OFFICES, LLC**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**J. Ryan Kirchoff**

## Exhibit A

In consideration for the services herein, City agrees to pay Contractor an hourly fee of \$115.00. Contractor shall at all times perform the following services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule that Contractor and City may agree to from time to time.

City and Contractor shall meet annually for an annual review regarding the services provided herein, beginning at the end of the first year of the term of this Contract.

City Attorney will upon request:

- a. Advise City officials on matters relating to City business.
- b. At the request of Council attend City Council and Planning Commission meetings
- c. Prepare or review staff-developed ordinances, resolutions, contracts, agreements, leases, deeds, and related documents.
- d. Review current state and federal legislation and/or litigation as such may relate to the City and advise City officials thereon.
- e. Provide legal opinions on matters relating to City activities.
- f. Participate in the development of staff recommendations for action by the City Council.
- g. Make recommendations for updating existing City codes, resolutions and other policies and practices.
- h. Maintain appropriate records and files.
- i. Perform related duties as necessary.

On request, City Attorney will represent City in:

- a. Litigation and threatened litigation.
- b. Proceedings before the state and federal courts, and administrative tribunals.
- c. Proceedings before county, state and federal administrative agencies.
- d. Finding appropriate outside council to best serve the City's interests where appropriate.

**AGENDA BILL**

**AGENDA ITEM:** 9 (c)  
**AGENDA TITLE:** Resolution Authorizing the City  
Manager to sign the backflow testing contract  
**DATE:** 4/18/2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** X

**MOTION:** \_\_\_\_\_

**INFORMATION:** \_\_\_\_\_

---

**EXPLANATION:**

At the April 4, 2016 City Council meeting the Council approved the bid of Scott Bradley Backflow Landscape Irrigation Services to continue to be the City's backflow tester.

Attached is a resolution allowing the City Manager to sign the enclosed contract with Scott Bradley Backflow Landscape Irrigation Services.

**FISCAL IMPACT:**

\$15.00 per test completed, City handles all the announcements of the test and keeps the required records. City charges \$20 a year for this service that appears on the water bill.

**ALTERNATIVES:**

Not to approve the contract and go out again for backflow testing services

**STAFF RECOMMENDATION:**

That Council approves the city manager to sign the contract.

**MOTION: "I MOVE TO APPROVE THE RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE BACKFLOW TESTING CONTRACT"**

**PREPARED BY:** Steve Dahl

**REVIEWED BY:** \_\_\_\_\_

City OF PHOENIX

PHOENIX, OREGON

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT FOR THE BACKFLOW TESTING CONTRACT.**

**WHEREAS**, the City of Phoenix has an interest in improving its water system; and

**WHEREAS**, by hiring a contractor to test the backflow systems will insure the water system is stable; and

**WHEREAS**, it is cost effective to hire someone to test the backflow systems; and

**NOW, THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE BACKFLOW TESTING CONTRACT.**

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the   18   day of April, 2016

\_\_\_\_\_  
Jeff Bellah, Mayor

\_\_\_\_\_  
Janette Boothe

## CITY OF PHOENIX SERVICES CONTRACT

This agreement is made and entered into this \_\_\_ day of April \_\_\_\_, 2016, between the City of Phoenix ("City"), an Oregon municipal corporation, and Scott Bradley Backflow Landscape Irrigation Services, ("Contractor"), a sole proprietorship.

### RECITALS

1. The City desires to enter into this Agreement for backflow testing and maintenance services.
2. Contractor possesses the training, ability, financial resources, knowledge and experience to provide the services desired by the City.

### AGREEMENT

1. **Effective date; Duration.** This Agreement shall become effective on April \_\_\_\_, 2016, and, unless sooner terminated, shall expire two years after its effective date. Termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default of defect in performance that has not been cured.

2. **Services.** Except as specifically provided herein, Contractor shall perform all work in accordance with the "Contract Documents," attached hereto as Exhibits A and B, which are incorporated herein.

3. **Independent contractor; responsibility for taxes and withholding.** Contractor shall perform the work required by this contract as an independent contractor. Although City reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of services, the City cannot control the means of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that it is not an employee of the City, is not currently employed by the Federal Government and meets the specific independent contractor standards of state law.

Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract, and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

**4. Non-appropriations clause.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract with City's fiscal year budget. Contractor understands and agrees that the City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this contract.

**5. Insurance.** Contractor shall maintain in effect for the duration of this contract, or any other time periods required herein, liability coverage in the amount of \$1,000,000. Workers' Compensation insurance: All employers, including Contractor, that employ subject workers who work under this Contract in the City shall comply with state law and provide the required Oregon workers' compensation coverage, unless such employers are exempt under state law. Contractor shall ensure that each of its Sub-Contractors and subcontractors complies with these requirements.

Contractor shall also maintain automobile liability insurance with a combined single limit, or the equivalent, of not less than the Minimum amounts required by the Oregon Financial Responsibility Law.

**6. Modification, amendment and waiver.** This contract constitutes the entire agreement between the parties on the subject matters addressed herein. The terms of this contract cannot be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties and containing all required city approvals. Any such waiver, alteration, modification, supplementation or amendment shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this contract except as contained, incorporated or referenced herein.

**7. Execution in counterparts.** This contract, and any amendments to it, may be executed in counterparts (each of which shall be an original and all of which shall constitute but one and the same instrument) or in multiple originals. A faxed or emailed form of this contract or any amendment thereto, executed by one or more of the parties, will constitute a counterpart hereof, as long as the counterpart bearing the party's original signature is promptly transmitted to the other party and received by that party forthwith.

**8. Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then

it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the City of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. The parties consent to the jurisdiction of the courts in Oregon.

**9. Successors & Assignments.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Contractor shall not enter into any Sub-Contractor agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of City.

**10. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. City's performance under this Contract is conditioned upon Contractor, the Sub-Contractors, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law. All provisions applicable to services contracts under ORS Chapter 279 are incorporated herein. All provisions of Oregon Administrative Rules applicable to backflow testing and maintenance are incorporated herein.

**11. Severability.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**12. Force Majeure.** Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**13. Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against City or Contractor. Contractor's Services under this Contract shall be performed solely for City's benefit and no other entity or person shall have any claim against Contractor because of this Contract for the performance or nonperformance of Services hereunder.

**14. Termination without cause.** This Contract may be terminated at any time, in whole or in part by City with thirty days advanced written notice to Contractor.

**15. Termination for cause.** City may terminate this Contract immediately, in upon written notice to, or such later date as City may establish in such notice, upon the occurrence of any of the following events: City lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow City, in the exercise of its reasonable discretion, to pay for Contractor's Services; Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or City is prohibited from paying for such Services from the planned funding source; Contractor no longer holds all licenses or certificates that are required to perform the Services; or Contractor fails to provide Services within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, does not correct such failures within the time that City specifies (which shall not be less than 10 calendar days, except in the case of emergency).

**IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT:**

**CONTRACTOR**

\_\_\_\_\_

**CITY OF PHOENIX**

Date: \_\_\_\_\_

\_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

(THIS PAGE IS INTENTIONALLY LEFT BLANK. THE REQUEST FOR BID MATERIALS ARE ATTACHED HERETO ON THE FOLLOWING PAGES)

5 – CITY OF PHOENIX SERVICES CONTRACT - *Residential/Commercial Backflow Assembly Testing Services*



# ***Request for Quotation***

City of Phoenix  
112 West 2<sup>nd</sup> St  
PO Box 330

Phoenix, OR 97535

Tel: (541) 535-1955 Fax: (541) 535-9594

Email: [steve.dahl@phoenixoregon.gov](mailto:steve.dahl@phoenixoregon.gov)

**TO:** Residential Backflow Assembly Testing Contractors  
**FROM:** Steve Dahl – City of Phoenix, City Manager  
**FAX:** 541-535-9594  
**DATE:**  
**RE:** Request for Quotation (RFQ) – Residential/Commercial Backflow Assembly Testing Services

## **I. NOTICE TO CONTRACTORS**

Written quotations for **Residential/Commercial Backflow Assembly Testing and Re-Test Services** will be accepted by the City of Phoenix at the Public Works Department, 1000 South “B” Street, Phoenix, OR 97535 until **4:00 p.m., Local Time, on March 24, 2016**. Quotations shall be valid for a minimum of 60 days after closing unless otherwise specified in the specifications. This RFQ does not commit the City of Phoenix to pay any costs incurred by any firm in the submission of a quotation, and the City of Phoenix may reject for good cause any and all quotations, upon a finding by the City that it is in the public interest to do so. The City of Phoenix also reserves the right to waive any informality in any quotation and to delete certain items listed in the RFQ as set forth herein.

## **II. GENERAL INFORMATION**

### **(A) Project Summary**

In 1992, the City of Phoenix adopted Ordinance 708 rules and regulations for backflow prevention in compliance with OAR chapter 333-61-070. The purpose of these regulations is to protect the water supply of the city from contamination or pollution due to any existing or potential cross connections.

Qualified contractors will provide coordination, annual testing, re-test, and reporting services for approximately **564** backflow prevention assemblies. As part of the program, additional assemblies may be added throughout the contract period. Assemblies include the following types of devices:

<u>Type</u>	<u>Size</u>	<u>Approximate Quantity</u>
Double Check	3/4"	173
	1"	241
	1 1/4"	1
	1 1/2"	4
	2"	14
	3"	3
	4"	3
	6"	1
	8"	2
Double Check Detector	3/4"	2
	4"	2
	6"	5
	8"	1
	10"	2
Reduced Pressure	3/4"	29
	1/2"	11
	1	49
	1 1/4"	4
	1 1/2"	4
	2"	7
Pressure Vacuum Breaker	3/4"	2
	1"	4
	1 1/4"	1
	1 1/2"	1
Total Devices		564

Contractor will work with the City of Phoenix Public Works Department to develop and implement an acceptable testing and re-test schedule, customer contact and communications protocol. **Contractor professionalism and customer satisfaction are top priorities. Testing schedules will be developed to best suit the needs of the home owners and ease of notification.**

Contractor shall supply all labor, transportation, equipment, materials and tools necessary to complete the scope of services included herein.

Contractor shall secure and maintain all certifications, licenses, and insurance, as required by the contract (sample attached).

### **(B) Backflow Assembly Information**

A complete detailed listing of backflow assemblies due for testing will be provided at the beginning of the contract period. Data provided for each individual assembly will include the customer's name, address, general location, make, model, serial number, size, and last test date. Additional new and/or existing assemblies will be added as they are identified through the residential/commercial inspection program.

Assemblies are typically installed for landscape sprinkler systems, fire suppression systems, and private wells.

Customers will remain responsible for providing clear access to the assembly for testing and maintenance; however, minor cleanout of backflow assembly boxes is considered a routine maintenance function by

the Contractor, to ensure prompt testing of backflow assemblies.

Confined space entry is not required; however, some assemblies may be difficult to access, and a reasonable attempt to access by the contractor is expected.

### **(C) Licensing, Certification and Insurance Requirements**

Contractors and/or applicable employees shall secure and maintain in good standing through the term of the contract: State of Oregon Backflow Assembly Tester Certification, City of Phoenix Business License, Valid Oregon Driver's License, licensing with the State of Oregon Construction Contractor's Board and Landscape Contractor's Board (if applicable) as required by ORS 448.279(2), and any other certifications or licensing that may be required to perform the scope of services herein. ***Proof of insurance is required for contract approval by the City of Phoenix; The City of Phoenix must be named additional insured on the applicable policies.*** Contractors shall, at their expense, obtain, keep in force, and maintain insurance to cover its performance and obligations under the contracts. Contractor to maintain commercial general liability insurance with limits of at least \$1,000,000 per Occurrence. "The City of Phoenix and its officers, employees and agents while acting within the scope of their duties as such" shall be named as Additional Insured by endorsement. Contractor to maintain commercial automobile liability insurance.

## **III. SCOPE OF SERVICES**

### **(A) Labor, Transportation, Equipment, Materials and Tools**

Contractor shall supply all labor, transportation, equipment, materials and tools necessary to complete the scope of services in the contact.

**Device maintenance is the responsibility of the owner.** Contractor is expected to maintain a reasonable inventory of common maintenance materials and to facilitate timely maintenance to minimize customer inconvenience, as requested by owner.

Only qualified contractors with current State of Oregon Backflow Assembly Tester Certification shall perform testing and maintenance work.

Contractor shall perform testing work and maintain test gauge equipment in accordance with requirements of OAR 333-061-0070 through 0072. Contractor to provide test gauge calibration documentation to the City of Phoenix.

### **(B) Testing and Re-Test Services Process**

#### **(a) Perform Backflow Assembly Tests**

Perform the routine annual test as per schedule for each backflow assembly identified on the City of Phoenix master list, as well as any additional backflow assemblies assigned by the City.

#### **(b) Install Plugs & Caps**

Install approved water-tight plugs or caps in all test cocks for each assembly that does not have plugs or caps installed.

#### **(c) Identification Tags**

Complete and attach tester identification tag with test date information on each assembly. Identification tags to be provided by contractor.

#### **(d) Complete Backflow Assembly Test Reports**

The Contractor will provide, complete, and submit Backflow Assembly Test Report Forms to the City of Phoenix within ten (10) days of testing. The Contractor will supply door hangers which shall be filled out by the Contractor and attached to the customer's door, regarding the test results or necessary repairs. Contractor shall also supply a completed copy of the test report to customers upon request. If an assembly fails, the Contractor must highlight that information when submitting a test report to the City.

**(e) Inspection of Work and Follow-up**

Contractor shall be subject to periodic work inspections by City staff, which may include observation of Contractor's testing procedures and customer contact activities, gauge and equipment inspection, verification of current licenses, certification, and insurance coverage, review of site conditions, and interviews with customers regarding the quality of work.

**(C) Scheduling, Coordination and Customer Service**

**(a) Testing Schedule**

A testing schedule of all residential/commercial backflow assemblies identified on the City's master list will be developed with contractor. Testing schedule will be developed with ease of notification and customer service as priorities. Each assembly on the list will be tested once per year or as requested by the City of Phoenix. **The City of Phoenix will mail customer notification letters as coordinated with the testing schedule.** Consideration may be given for special circumstances or weather conditions that may affect the specified completion dates.

**(b) Additional Assemblies**

Additional assemblies may be added periodically throughout the contract period and shall be **tested within 30 days of receipt.**

**(c) Coordination**

The City will provide the contractor with a list of addresses and phone numbers of customers whose devices are not readily available. The contractor shall coordinate the device testing schedule with the customers on the list.

**(d) Follow-up Response**

Contractor shall be available to promptly respond to and resolve customer concerns, complaints, or emergency situations that may arise regarding workmanship.

**(e) Customer Contacts and Communications**

Most assemblies are privately owned and located on private property within the city limits of Phoenix. Contractor will work with the City of Phoenix to develop and implement an acceptable customer contact and communications protocol. Contractor availability and coordination with backflow assembly owners for access and/or non-interruption of water service is essential.

**(f) Damages to Private Property**

Contractor shall exercise care to avoid damage to plants or landscaping; site cleanup after services are performed is essential. ***Contractor shall be responsible for damages to customer property, including plumbing, valve boxes, landscape, and/or any consequential damages that may result from the contractor's work.***

**(g) Customer Satisfaction**

Contractor is expected to maintain a professional appearance, represent the City of Phoenix in a professional manner at all times, and make all reasonable efforts to accommodate customers with the services performed. ***All aspects of work shall be performed in a neat, professional and courteous manner.***

## I. MEASUREMENT AND PAYMENT

Contractor shall submit an invoice on or about the 10th day of each month, detailing the number of tests and the number of re-tests completed. The routine annual tests and re-tests shall be compensated at the fixed- rate charge submitted in the proposal. Only assemblies with completed test reports received by the City will be eligible for payment.

### I. RFQ INSTRUCTIONS

Submit the following information to the City of Phoenix Public Works Department by March 24, 2016

- Cost quotation form.
- Written summary of your proposal, testing schedule and qualifications.

Submit the Cost Quotation Form and summary by FAX, mail, or PDF e-mail to:

City of Phoenix  
Attention: Steve Dahl, City Manager  
PO Box 330  
Phoenix, OR 97535  
E-mail: [steve.dahl@phoenixoregon.gov](mailto:steve.dahl@phoenixoregon.gov)  
FAX: 541-535-9594

## II. EVALUATION & AWARD OF CONTRACT

### (A) Basis of award of contract(s)

City of Phoenix's Purchasing Policy, allows for award of contract that bests serves the interests of the City, taking into account cost as well as any other applicable factors such as, but not limited to: experience, specific expertise, availability, project understanding, contractor capability and responsibility.

### (B) Contact

For additional information regarding this RFQ, please direct questions to Steve Dahl, City Manager at 541-535-1955 x317 or [steve.dahl@phoenixoregon.gov](mailto:steve.dahl@phoenixoregon.gov)

**City of Phoenix**  
**COST QUOTATION FORM**  
**Residential/Commercial Backflow Assembly Testing and**  
**Re-Test Services**

**INSTRUCTIONS:**

1. Provide a fixed cost quotation for each Annual Backflow Assembly Test.
2. Provide a fixed cost quotation for each Re-Test (as necessary).

*The cost quotations should be sufficient to cover the scope of all services required, regardless of size/age/location of devices. Estimated re-test rate is 5% of devices.*

The cost quotation is not considered a bid, nor will costs alone determine award of a contract.

***Only one Quotation per Contractor will be accepted!***

ITEM NO.	DESCRIPTION	COST PER ASSEMBLY
1.	Annual Backflow Assembly Test	\$ .
2.	Re-Test	\$ .

Contractor's Printed Name/Title: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

CCB#: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B – CONTRACTOR'S BID**

(THIS PAGE IS INTENTIONALLY LEFT BLANK. THE CONTRACTOR'S BID IS ATTACHED HERETO ON THE FOLLOWING PAGES)

# PROPOSAL

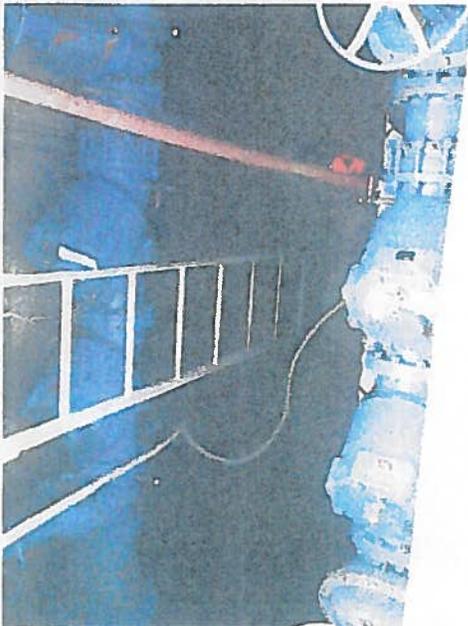
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TO THE  
CITY OF PHOENIX

FOR 2016 - 2017

RESIDENTIAL/COMMERCIAL BACKFLOW  
ASSEMBLY TESTING AND RE-TESTING  
SERVICES

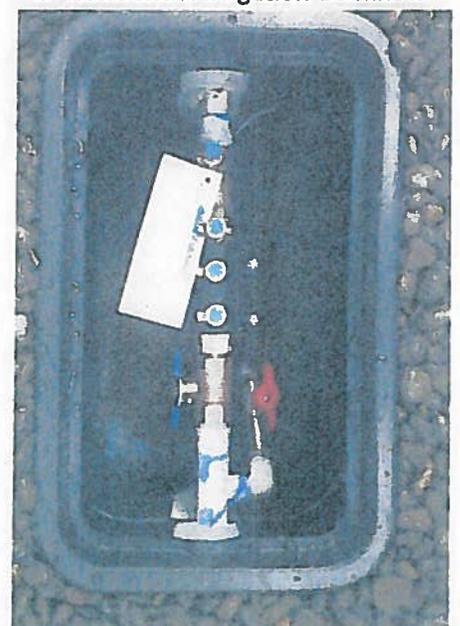
RPBS 10" Backflow Assemblies



8" Fire Service Backflow



1" Residential Irrigation Backflow



Submitted by:

**SCOTT BRADLEY BACKFLOW  
AND LANDSCAPE IRRIGATION SERVICES**  
P. O. BOX 313  
MEDFORD, OR 97501  
(541) 601-2259  
(541) 608-3943 FAX  
[tscott\\_bradley@charter.net](mailto:tscott_bradley@charter.net)



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## 1. APPROACH TO THE PROJECT

---

As the backflow assembly testing contractor for the City of Phoenix Residential/Commercial Backflow Assembly Testing Services, setting a high level of performance standards will involve dedication and commitment to successfully complete the scope of services. Advocating the City of Phoenix policies and goals in helping to protect public health through cross-connection control efforts, providing exceptional customer communication protocol, and making all reasonable efforts in achieving customer satisfaction with the testing and re-testing services are very significant factors in the work to be performed by the testing contractor.

I will promptly bind, secure and maintain all certification requirements, licenses, permits and insurance through the life of the contract and as required by the personal services contract. Any additional certification or licensing that may be required to perform the scope of services in the contract will also be obtained as requested.

I will supply all labor in performing Backflow Assembly tests and re-testing services. While representing the City of Phoenix, my service vehicle will display my company name and phone number. All equipment needed to perform the testing services will be provided, kept in good condition, and maintained. Maintenance of backflow assemblies that fail routine testing will be the responsibility of the property owner. I will also be able to offer troubleshooting and maintenance services for those backflow assemblies that fail the annual testing if requested by the property owner. A complete inventory of common maintenance materials will be kept and updated to facilitate timely maintenance services.

Extreme care will be taken to avoid damaging plants and landscape. If plant foliage needs to be trimmed to access the backflow assembly, permission for this will be requested from the customer. The customer will also be verbally notified prior to water service interruption when the backflow assembly is being tested and/or maintained. Water service control valves will be opened and closed slowly to prevent water hammer and pressure surges. Follow-up work, customer concerns, complaints regarding workmanship, and emergency situations that may arise will be addressed promptly and resolved in a timely manner.

I will be wearing a traffic safety vest while working within the community. I will also be displaying a City of Phoenix identification badge that identifies me as a contractor working for the City of Phoenix. Being respectful to customers and their private property shall be my top priority. I shall act in a very professional manner at all times when communicating with customers. The customer will always have the right to decide whether or not to provide access to their property. I will never misrepresent the City of Phoenix and demand access for testing.

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## 2. TESTING SCHEDULE

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Since most of the listed backflow assemblies are for lawn sprinkler irrigation systems, the best time to provide the annual test would be in the summer months when the systems are active. A top priority will be to plan efficient routes to make testing effective and to minimize customer inconveniences. Testing routes could begin at 8:00 a.m. Monday through Friday. I will also be able to accommodate customers on weekends by appointment.

I will always knock on the door and introduce myself as a certified backflow assembly testing contractor working for the City of Phoenix Residential/Commercial Backflow Assembly Testing Services program. I will ask for the customer's permission for access to the backflow assembly for testing or schedule a time for the testing at their convenience. Often times, I will need to explain in detail about the City of Phoenix Residential/Commercial Backflow Assembly Testing Services program and what the testing involves. The customer would always be welcome to watch and ask questions as the testing is being performed. If a customer is not responsive to the testing program or my request for access to test their backflow assembly, then I will leave information for the customer to contact the City of Phoenix Public Works Department.

If a customer is not at home and the backflow assembly to be tested is located in a restricted area, or behind an unlocked or locked gate, I will always leave a dated and informative door hanger notice with the information on how to contact me or the City of Phoenix Public Works Department so that arrangements can be made for obtaining access. When the customer calls me to arrange for access or has questions, they will be calling my cell phone number and not an answering machine. I will always be able to answer customer calls and respond to those calls. All reasonable efforts will be made in scheduling appointments for testing. If necessary, I will leave (2) door hanger notices within a 15 day period. If there is no response from the customer, I will inform the City of Phoenix Public Works Department of the dates that the notices were left and the attempts made to gain access to the customer's property.

Customers will need to be informed of the Residential/Commercial Backflow Assembly Testing Services program, backflow hazards, water quality testing, and achieving the long-term goal of protecting the City's potable water supply.

With increased growth, new backflow assemblies will continually need to be added to the program. Communication with the City of Phoenix Public Works Department staff in developing and implementing an acceptable testing service schedule, customer contact, and communication protocol will require significant coordination from the contractor and the City of Phoenix Public Works Department staff to achieve the highest level of commitment in successfully completing the Residential/Commercial Backflow Assembly Testing Services program.

Plastic backflow assembly testing information tags will be provided by Scott Bradley and will be attached to each backflow assembly after completing and passing the test. The tags will identify the month and the year the backflow assembly passed testing. Approved water tight plugs and/or caps will also be provided and installed on double check valve assemblies in below grade vaults. Informative door hanger notices provided by Scott Bradley, regarding the status of the backflow testing or access needed will be completed, dated and submitted to the customer.

Backflow assemblies being tested will be identified from the City of Phoenix master list provided. Additional backflow assemblies that are added periodically throughout the contract will be tested within 30 days of receipt of the supplemental list.

Testable approved backflow prevention assemblies will be tested using procedures established by the Foundation of Cross-Connection Control and Hydraulic Research, Manual of Cross Connection Control, 10<sup>th</sup> Edition October, 2009, University of Southern California or other testing procedures approved by Oregon Health Authority.

Test reports which are critical to the City of Phoenix Residential/Commercial Backflow Assembly Testing Services program will be completed in full at the time of the testing and/or maintenance services. Test reports will be accurate and clearly written. Comments of the condition and/or installation of the assembly and maintenance services and/or parts used will also be noted on the report. Customers may also request a copy of the test report. If a backflow assembly should fail testing, the test report will be marked so and highlighted in red on the test report sent to the City of Phoenix Public Works Department. Test reports will be sent promptly to the City of Phoenix Public Works Department within ten (10) days of testing each assembly. Information such as water meter serial numbers and/or additional detailed backflow assembly location information will also be provided at the request of the City of Phoenix Public Works Department. Invoices will be submitted on or about the 10<sup>th</sup> day of each month detailing the number of tests and re-tests.

Testing Information Tags



**Backflow and Landscape Irrigation Services**

P.O. Box 313 • Medford, OR 97501 • Phone 541-601-2259

CCB# 193225

OHA #3402

LCB #8993

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
2015												
2016												
2017												
2018												
2019												

# SCOTT BRADLEY

**Backflow and Landscape Irrigation Services**  
Construction Contractor's Board 193225      Oregon Health Authority 3402      Landscape Contractor's Board 8993

*Sorry we missed you*

Date:     /     /

- ( ) Your backflow assembly has been tested and is performing properly.
- ( ) We will need access for the annual backflow assembly test.

---

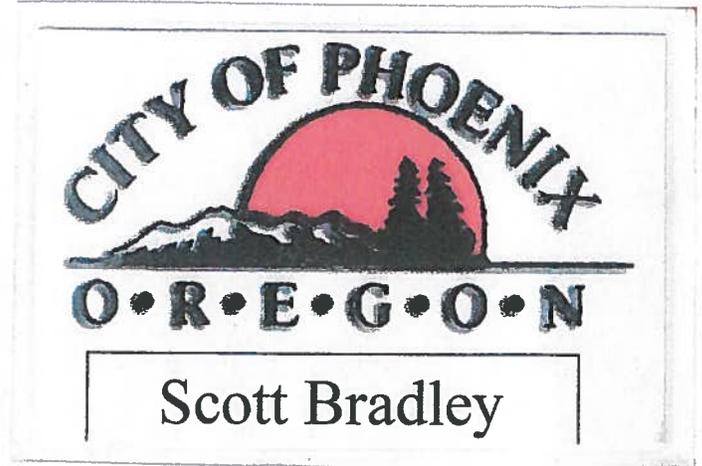
- ( ) The backflow assembly did not pass the annual testing and will need to be serviced.

Please contact Scott Bradley to arrange for property access, to schedule a repair or for a copy of the annual test report at 541-601-2259 or email [tscott\\_bradley@charter.net](mailto:tscott_bradley@charter.net)

For more information contact:

The City of Phoenix Public Works at 541-535-1955 with any questions regarding **The Residential / Commercial Backflow Assembly Testing Services Program.**

*If you prefer to be responsible for the testing and maintenance of your backflow assembly, please notify us.*



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### 3. QUALIFICATIONS AND EXPERIENCE

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- History and Structure

I am the owner of Scott Bradley Backflow and Landscape Irrigation Services. I have been a certified backflow assembly tester in the Rogue Valley for the past 17 years. I have been licensed with the Construction Contractors Board since 2000 and have been licensed with the Landscape Contractors Board since 2011. In combination with my backflow testing and repair abilities, I also offer irrigation services which include new installation of backflow assemblies, sprinklers systems, trouble shooting and repair work.

- Educational Background and Certifications

In March 1999, I completed the Oregon Backflow Assembly Training Program. I have successfully completed eight annual re-certification exams and hands on proficiency testing through Eugene Water & Electric Board (EWEB) Recertification Programs.

In January 2016, I became an American Backflow Prevention Association Certified Proctor and will be appointed by the ABPA administrator to observe and evaluate the backflow testing performance examinations that are an annual requirement for a Oregon Health Authority certified backflow tester.

In addition to understanding current Oregon Administrative Rules approved procedures, cross-connection control requirements, guidelines and water purveys expectations, I stay informed on design changes, maintenance procedures of newly approved backflow assemblies from manufacturer representatives and newsletters published by the Oregon Chapter of the American Backflow Prevention Association. I find ways to gain troubleshooting and maintenance experience by talking with technical support technicians, other backflow testers, and the Manual of Cross Connection Control, 10<sup>th</sup> Edition, October, 2009, University of Southern California, published by the Foundation for Cross-Connection Control and Hydraulic Research, U.S.C.

In March 2005, I became a member of the American Backflow Prevention Association and support the association activities at the local, regional and national levels. I have tried to attend all the Oregon Chapter of the ABPA Seminars held in Oregon since 2005. I have been a member and have supported the Oregon Backflow Testers Association since 2009.

- Work History

I have contracted with many local city municipalities, commercial, residential and private water system purveyors as an Oregon State certified backflow testing contractor for the past 17 years. In that time, I have tested over 70,000 backflow assemblies of all types, manufactures, sizes and models. In all types of plumbing arrangements, configuration and applications.

The following are a few samples of my work history:

**City of Phoenix**

112 West 2<sup>nd</sup> St.

Phoenix, OR 97535

2014 – 2016 Residential / Commercial Backflow Assembly Testing Services Contract

750 Backflow Assembly Test

**Medford Water Commission**

200 South Ivy Street, Room 177

Medford, OR 97501

2007 – 2013 Residential Backflow Assembly Testing and Maintenance Services Contract

42,209 Backflow Assembly Tests

2004 – 2005 Residential Backflow Assembly Testing and Maintenance Services Contract

2,507 Backflow Assembly Tests

**Jackson County Facilities**

10 S. Oakdale Room 208

Medford, OR 97501

2013 – 2016 Track and perform all County owned backflow assembly testing

520 Backflow Assembly Tests

**City of Talent**  
P.O. Box 445  
Talent, OR 97540

2014 – 2015 Track and perform all City owned backflow assembly testing

56 Backflow Assembly Tests

2009 – 2010 Track and perform all City owned backflow assembly testing

20 Backflow Assembly Tests

**Sun Ridge Homeowners Association**  
532 Maple St.  
Central Point, OR 97502

2008 – 2015 Residential Backflow Assembly Testing and Maintenance Services Contract

264 Backflow Assembly Tests

**Fern Valley Water District**  
P.O. Box 982  
Phoenix, OR 97535

2003 – 2014 Track and perform all FVWD owned backflow assembly testing

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

2003 – 2006 Residential and Commercial Backflow Assembly Testing Contract

800 Backflow Assembly Tests

**City of Phoenix**  
**COST QUOTATION FORM**  
**Residential/Commercial Backflow Assembly Testing and**  
**Re-Test Services**

**INSTRUCTIONS:**

1. Provide a fixed cost quotation for each Annual Backflow Assembly Test.
2. Provide a fixed cost quotation for each Re-Test (as necessary).

*The cost quotations should be sufficient to cover the scope of all services required, regardless of size/age/location of devices. Estimated re-test rate is 5% of devices.*

The cost quotation is not considered a bid, nor will costs alone determine award of a contract.

**Only one Quotation per Contractor will be accepted!**

ITEM NO.	DESCRIPTION	COST PER ASSEMBLY
1.	Annual Backflow Assembly Test	\$ 15 .00
2.	Re-Test	\$ .00

Contractor's Printed Name/Title: Scott Bradley owner-manager

Contractor's Signature: 

Company Name: Scott Bradley Backflow & Landscape Irr. Ser.

Address: PO Box 313 Medford, OR 97501

Telephone Number: 541-601-2259

FAX Number: 541-608-3943

E-mail Address: tscott\_bradley@charter.net

CCB#: 193225 / LCB# 8993

Date: 3-12-2016

**Brown & Brown Northwest**

Oregon | Washington



**Cathy Damstra-Lepley, cfc, cissr**

Account Manager - Commercial Lines

D 541.494.2652

F 541.494.2752

clepley@bbnw.com

3256 Hillcrest Park Drive, Medford, OR 97504

I WILL HAVE CATHY EMAIL THE INSURANCE  
CERTIFICATES THAT ARE REQUIRED.

# BUSINESS LICENSE

CITY OF PHOENIX

P.O. BOX 330  
112 W. Second Street  
PHOENIX, OR 97535

BUSINESS TYPE

BACKFLOW \$ IRRIGATION SERVICES

EXPIRATION DATE  
JUNE 30, 20 14

DATE ISSUED			LICENSE NUMBER	
03	21	14	No	07234
AMOUNT \$60.00				

ISSUED TO

SCOTT BRADLEY, LLC.  
PO BOX 313  
MEDFORD, OR 97501

X   
AUTHORIZED SIGNATURE

LICENSE NOT VALID UNTIL SIGNED. THIS LICENSE  
CANNOT BE TRANSFERRED WITHOUT PERMISSION  
O THE CITY RECORDER.

POST IN CONSPICUOUS PLACE

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 193225

This document certifies that:

SCOTT BRADLEY LLC  
PO BOX 313  
MEDFORD OR 97501

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

**Business Names:**

SCOTT BRADLEY BACKFLOW & LANDSCAPE  
IRRIGATION SERVICES

**License Details:**

EXPIRATION DATE: 02/22/2015  
ENTITY TYPE: Limited Liability Company  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: \$20,000  
COMMERCIAL BOND: \$20,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: TERRY SCOTT BRADLEY  
HOME INSPECTOR CERTIFIED: NO

STATE OF OREGON LANDSCAPE CONTRACTORS BOARD  
CERTIFICATE OF LICENSE

This certifies that the person named hereon  
is licensed as provided by law as a

**ACTIVE**

LANDSCAPE CONTRACTING BUSINESS

Irrigation Only  
Plus Backflow

SCOTT BRADLEY LLC  
dba: SCOTT BRADLEY BACKFLOW AND LANDSCAPE IRRIGATION SERVICES  
PO BOX 313  
MEDFORD, OR 97501

License Number: 8993

Expires: 03/31/2015

\_\_\_\_\_  
SIGNATURE OF REGISTRANT

POCKET  
CARD

DETACH  
AND  
CARRY  
WITH  
YOU

STATE OF OREGON		LANDSCAPE CONTRACTORS BOARD	
License as: LANDSCAPE CONTRACTING BUSINESS		Bond: \$3,000	
License Phase: Irrigation Only	License#: 8993	Insurance: \$1,000,000	
Plus Backflow	Expires: 03/31/2015	Employer Status: Non-Exempt	
SCOTT BRADLEY LLC		O L	
dba: SCOTT BRADLEY BACKFLOW AND LANDSCAPE IRRIGATION			
PO BOX 313			
MEDFORD, OR 97501			
ACTIVE			



800 NE Oregon St., Suite 640  
Portland, OR 97232  
VOICE: 971-673-1220  
FAX: 971-673-0694

SCOTT BRADLEY  
SCOTT BRADLEY BACKFLOW & IRRIGATION SE  
PO BOX 313  
MEDFORD OR 97501

June 3, 2013

Your certification card is printed in the lower right corner of this page. Please review all the information on this page for accuracy and contact the Drinking Water Services at 971-673-1220 if there are any errors.

**\*\* THIS CERTIFICATION IS GOOD THRU JUNE 30, 2015. \*\***

\* Notify the Cross Connection/Backflow Prevention Program as soon as possible if there are any changes in your name, address, phones or employer. We can not serve you if we are unable to contact you.

\*Your next Renewal will be for July 1, 2015 thru June 30, 2017. You should keep up to date on your certification renewal requirements. The requirements are on our website at: <http://public.health.oregon.gov/HealthyEnvironments/DrinkingWater/CrossConnection/Pages/certification.aspx>

\* Testers remember to have your gauge(s) calibrated every year

\* Certificates that have lapsed for more than 30 days will require an additional \$50.00 late fee in order to be renewed. Certificates that have lapsed for more than 12 months must meet all the new applicant requirements and pay the additional \$50.00 reinstatement fee.

\* Backflow assembly test report books are not sold by OHA (Oregon Health Authority) Drinking Water Services. Contact the PNWS-AWWA at (503) 760-6460 or toll-free at (877) 767-2992 to purchase test report books.

\* Testers wishing to be on Oregon's Public List of Backflow Assembly Testers must have a Landscape Contractors Board or Construction Contractor's Board license.

Your Certification number is: **3402**

OHA 8303 rev.4/11

OHA - Oregon Health Authority  
Cross Connection Certification



Cross Connection/  
Backflow Prevention Program

Certificate Issued On: 6/3/2013  
Certification Number: 3402  
Amount Paid: \$70.00  
Date Paid: 5/1/2013  
Validation Number: 000050

Is certified as **SCOTT BRADLEY**  
PO BOX 313  
MEDFORD, OR 97501  
**Certification # 3402**

**Backflow Assembly Tester**

**This is Your Receipt**

Card expires on **6/30/2015**

BAVCO

20435 South Susana Road  
Long Beach, CA 90810



Phone: 800-458-3492  
Fax: 310-639-0721  
www.bavco.com  
gaugelab@bavco.com

## Backflow Test Kit Evaluation & Calibration Report

Asset Number: 102402	Customer: Scott Bradley, LLC
Manufacturer: Midwest	Contact: Scott
Model: 845-5	Street: P.O.Box 313
Serial Number: 06121634	City: Medford
Calibration Tech: George	State: OR
Results: Pass	Zip Code: 97501
Calibration No. 4175	Telephone: (541) 601-2259
Calibration Date: 12/13/2013	Temperature: 21.10 Celcius
Recommended Recalibration Date: 12/13/2014	Humidity: 45.00 %

Accuracy of the gauge in the above test kit was checked with dry nitrogen against a Heise Standard as stated below. It has been calibrated using measurement standards traceable to the National Institute of Standards and Technology (NIST). Procedures utilized were in accordance with USC FCCCHR Manual of Cross-Connection Control 10th Ed Appendix A and manufacturer's requirements. The remaining items in the test kit, if included (needle valves, hoses, etc) were evaluated and pressure tested.

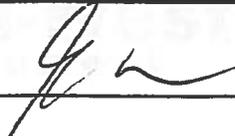
The gauge was found to have performed as stated in the attached report. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration.

Technician Remarks:

Calibrated & Tested.

Calibration Standard Utilized	Serial Number	Cal Date	Due Date
* Standard 1 * Heise PM	44595	8/28/2013	8/28/2014

Reference Test Points	Initial Reading	Final Reading
12.0 PSIG	11.4 PSIG	12.0 PSIG
8.0 PSIG	7.4 PSIG	8.0 PSIG
5.0 PSIG	4.4 PSIG	5.0 PSIG
2.0 PSIG	1.4 PSIG	2.0 PSIG
1.0 PSIG	0.4 PSIG	1.0 PSIG
0.0 PSIG	0.0 PSIG	0.0 PSIG

Signature: 

Date: 12-13-13

**AGENDA BILL**

AGENDA ITEM: 10 (a)  
AGENDA TITLE: Church St Storm Drain Bid Award  
DATE: 4/18/16

**ACTION REQUIRED:**

ORDINANCE: \_\_\_\_\_

RESOLUTION: \_\_\_\_\_

MOTION: X

INFORMATION: \_\_\_\_\_

**EXPLANATION:**

On March 30, 2015 bids were received and opened for the Church St Storm Drain project. The bids were as follows:

Ledford Construction Company -	\$35,998.00
Pilot Rock Excavation, Inc. -	\$39,840.00
Kogap Enterprises, Inc. -	\$59,794.00

**FISCAL IMPACT:**

Majority of funds to come from the storm water SDC The project will not start until after July 1, 2016 so funds for this project will come out of next year's budget.

**ALTERNATIVES:**

None offered.

**STAFF RECOMMENDATION:**

Staff recommends awarding the bid for the Church St Storm Drain Project to Ledford Construction Company in the amount of \$35,998.00 and have the City Manager sign the contract.

**MOTION: "I MOVE TO AWARD THE BID FOR THE CHURCH ST STORM DRAIN PROJECT IN THE AMOUNT OF \$35,998.00 AND HAVE THE CITY MANAGER SIGN THE CONTRACT."**

PREPARED BY: Theresa Syphers

REVIEWED BY: \_\_\_\_\_

**AGENDA BILL**

**AGENDA ITEM:** 10 (b)  
**AGENDA TITLE:** Discussion of Bridge Medallions over Bear Creek  
**DATE:** 4/18/2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** \_\_\_\_\_

**MOTION:** \_\_\_\_\_

**INFORMATION:**  X

---

**EXPLANATION:**

The City of Phoenix has the opportunity to place medallions on the Bear Creek Bridge. There can be up to eight designs on the bridge, the City can also have no designs or any number in-between.

To help facilitate the process City staff came up with four possible designs. Council stated they did not like the Pirate design.

Staff is looking for direction. Does the council want only four designs? If so is there a theme the Council would like to have? Does the Council want to include the newly developed Arts Council to help develop designs? Is there a time line the Council wants to make a decision?

Council can just go with one design and have future Councils decide on the rest.

**FISCAL IMPACT:**

City will have to pay for the medallions. Currently we do not have a cost.

**ALTERNATIVES:**

Leave the medallions blank

**STAFF RECOMMENDATION:**

N/A

**MOTION: "I MOVE TO"**

**PREPARED BY:** Steve Dahl

**REVIEWED BY:** \_\_\_\_\_



**AGENDA BILL**

**AGENDA ITEM:** 10 (c)  
**AGENDA TITLE:** Discussion of Memorandum of Understanding between the City of Phoenix and Phoenix Urban Renewal Agency for use of City of Phoenix Staff time.  
**DATE:** 4/18/2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** \_\_\_\_\_

**MOTION:** \_\_\_\_\_

**INFORMATION:**  X

**EXPLANATION:**

The City Council has stated an interest in helping out Urban Renewal by allowing City Staff to work on Urban Renewal projects. Council has also expressed interest in making sure that the City would be reimbursed for the time staff has spent working on Urban Renewal Projects.

Since money to complete the Urban Renewal projects is tight, it has been suggested the City delay remuneration until one of two things happens. Five years has gone by or the Urban Renewal Agency sell \$600,000 of land acquisitions.

City will be reimbursed for staff time at the appropriate hourly rate including all benefit costs.

**FISCAL IMPACT:**

Initially there would be no direct fiscal impact to the City. Staff would be paid the same just the work would go towards Urban Renewal projects instead of City related projects. As time went on there could be increased costs to the City to cover work not being completed in order to complete Urban Renewal priorities.

In the end the City would receive reimbursement for all time spent on Urban Renewal activities.

**ALTERNATIVES:**

City could require immediate payment for staff time. City could also require Urban Renewal to hire another Director immediately. Both of those options could slow down or stop the progress on the Plaza Center.

**STAFF RECOMMENDATION:**

N/A

**MOTION: "I MOVE TO"**

**PREPARED BY:** Steve Dahl

**REVIEWED BY:** \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND PHOENIX URBAN RENEWAL AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the City of Phoenix, an Oregon municipal corporation established under ORS Chapter 221 ("City"), and the Urban Renewal Agency of the City of Phoenix, an Oregon quasi-municipal corporation ("Agency"), established under ORS Chapter 457 and duly activated by the City.

**RECITALS**

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457 (Urban Renewal), the City of Phoenix Municipal Code and the City of Phoenix Urban Renewal Plan ("Plan").

2. The Agency prepared an Urban Renewal Plan as defined by ORS 457.010(16) (the "Plan").

3. The Plan was approved by the City of Phoenix.

4. The Agency will undertake redevelopment activities to carry out the Plan.

5. The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.

6. ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.

7. The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Article 1: Term and Termination.**

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, or until the Agency hires an Executive Director, whichever is sooner, and unless sooner terminated as provided herein. This Agreement may be

terminated at any time by either party by giving the other party not less than 30 days' written notice of that party's intent to terminate this Agreement.

## **Article 2: Duties of the City**

**Section 2.1: Employees Provided by the City.** The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

**Section 2.2: Consideration.** The Agency shall reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement. Repayment of to the City will be within five years of the first remittance or the sale of \$600,000 of property whichever is soonest. No interest will be charged during this time for repayment. The City shall provide to the Agency on at least a monthly basis, a statement of expenditures made by the City in providing administrative and development services pursuant to this Agreement. As set forth below, personnel costs shall be determined by hourly rate, and by position, according to the City's annual budget, inclusive of wages, salary and benefits costs.

**Section 2.3: City Staff Time.** City staff time spent on providing services to the Agency shall be separately recorded and documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City. City employees shall record the time expended for Agency on an hourly basis. Copying costs and supplies shall also be recorded for expenditure and reimbursement purposes.

**Section 2.4: City Facilities and Equipment.** City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency, monthly, one or more invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency. The invoices shall identify a specific time period covered by the invoice and shall include salaries, benefits, insurance and other costs incurred by the City on a prorated basis, and shall sufficiently state the service performed by the City so that the Agency may properly determine the accuracy of the invoices.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan. The parties agree that the Agency retains the right to hire its own employees. If the Agency chooses to hire its own employees, it will provide the City with at least 30 days' written notice of its intent to do so in order to avoid any duplication of services or duties.

### **Article 3: Duties of the Agency**

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for all costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

### **Article 4: Conflicts**

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

### **Article 5: Non-Agency Relationship**

Section 5.1: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

### **Article 6: Indemnification**

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

**Article 7: Insurance**

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

**Article 8: Modification**

Section 8.1: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Article 9: Waiver**

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

**Section 10: Severability.**

Section 10.1: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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**AGENDA BILL**

**AGENDA ITEM:** 10 (d)  
**AGENDA TITLE:** Discussion of Contracts with Fire District 5 concerning the use of the fire department building  
**DATE:** 4/18/2016

**ACTION REQUIRED:**

**ORDINANCE:** \_\_\_\_\_

**RESOLUTION:** \_\_\_\_\_

**MOTION:** \_\_\_\_\_

**INFORMATION:** X

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**EXPLANATION:**

As discussed in the City Manager report at the last Council meeting. Fire District 5 has expressed interest in acquiring the fire department building. City Council was waiting to see from Fire District 5 how they would suggest acquiring the building.

In order to help facilitate a later discussion I have attached the two lease agreements between the City and Fire District 5.

**FISCAL IMPACT:**

Currently none but "selling" the property the City would no longer be liable for repairs.

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

N/A

**MOTION:** "I MOVE TO"

**PREPARED BY:** Steve Dahl

**REVIEWED BY:** \_\_\_\_\_

[EXHIBIT "D"]

LEASE AGREEMENT

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

WITNESSETH

WHEREAS, the parties have entered into a Fire Protection and Emergency Medical Services Agreement ("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 (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 of Phoenix agrees to lease to the District the buildings at 116 and 118 West Second Street, Phoenix, Oregon, otherwise known as the Phoenix Fire Station and Fire Dormitory, respectively. The leased premises shall include the buildings and the land upon which they are situated.

2. Term. The term of this lease shall run concurrently with the term of the Agreement and any renewal terms thereof and shall automatically self-renew following annexation of the territory of the City of Phoenix into Fire District 5, in five (5) year increments thereafter, unless terminated as herein provided that either party may terminate this lease at any time for any reason upon not less than six (6) months' notice to the other party. The District agrees to surrender the leased premises upon expiration of this lease in the same or better condition as existed upon entry, subject only to any deficiencies that may exist due to any decisions by the City to forego the repairs and maintenance it is responsible for under the terms of the Agreement.

3. Consideration. The District shall pay the City of Phoenix TWO DOLLARS (\$2.00) for the October 1, 2007 through June 30, 2008 period and, if the Agreement is renewed, a like amount shall be due and payable upon July 1, 2008 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 Landlord, which may be withheld at Landlord's sole

discretion. Any such assignment, mortgage, or sublease without Landlord'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 of Phoenix 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 Lease 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 Lease.

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 Lease 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.

7.4 Ownership And Removal of Fixtures And Trade Fixtures

7.4.1 Trade Fixtures. City acknowledges and agrees that all improvements, fixtures (including Trade Fixtures), furniture, equipment and other property of District located from time to time on the Premises are and shall remain the property of District, subject to lawful claims and liens. District may remove all such property from the Premises and shall repair all damage resulting from removal and restore the Premises as may be required by Section 7.3.

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 Lease 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 Lease.

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 Lease; 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 Lease.

10. Destruction. The City of Phoenix 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 lease, the City of Phoenix Administrator and the District Fire Chief will meet and attempt to resolve any differences. If they cannot reach agreement, then the City Council and the District Board of Directors will consider the matter and use reasonable efforts to reach a good faith resolution of the matter between them. The parties agree that if any dispute regarding this agreement is still not resolvable, 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 select one (1) arbitrator, who shall possess a minimum of ten (10) years of relevant experience in the matter to be arbitrated or such alternate qualifications that are mutually agreeable to the parties. In the event the parties are unable to agree to a single arbitrator, each party shall select its own arbitrator, and the two (2) arbitrators shall select a third, all of whom shall possess the qualifications required herein. 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:

(a) Except as otherwise provided herein, the arbitration shall be conducted in accordance with the rules of the Arbitration Service of Portland.

(b) 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.

(c) 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).

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 Lease effective October 1, 2007.

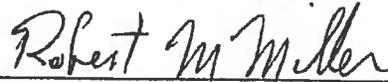
City of Phoenix



Mayor

Date: 9-27-07

Jackson County Fire District 5



Chairperson, Board of Directors

Date: Sept 26 2007

ATTEST:

  
City Recorder



# FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into on OCTOBER 1, 2007 by and between JACKSON COUNTY FIRE DISTRICT 5 and the CITY OF PHOENIX.

Pursuant to Oregon Revised Statutes, Chapter 190, the parties agree that the CITY OF PHOENIX will pay to JACKSON COUNTY FIRE DISTRICT 5 the sums set forth below for and in consideration of the services enumerated in this agreement (hereinafter referred to as 'the services') to be provided the City of Phoenix commencing October 1, 2007 and terminating June 30, 2008 unless extended by the parties. The District will begin to provide the services on October 1, 2007 and will, without interruption of service, continue to provide the services throughout the term of this agreement.

**1. Definitions:** As used in this agreement.

- A. "Board of Directors" means the Board of Directors of Jackson County Fire District 5.
- B. "Chief" or "Fire Chief" means the Fire Chief of Jackson County Fire District 5.
- C. "City" means the City of Phoenix.
- D. "City Administrator" means the City Administrator of the City of Phoenix.
- E. "City Council" means the City Council of the City of Phoenix.
- F. "District" or "Fire District" means Jackson County Fire District 5.

**2. Annual Payment:** The amount due to the District during the time covered by this agreement is as follows:

**FIVE HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$548,932.00)** for the period of October 1, 2007 through June 30, 2008.

Costs include:	Personal Services	\$392,854
	Materials & Services	\$133,578
	Administration	\$ 22,500
	<b>TOTAL</b>	<b>\$548,932</b>

The total amount covers all services, personnel, equipment, materials, supplies and fees and other expenses necessary to perform all services described in or contemplated by this Agreement throughout the contract term.

**3. Payment Schedule:**

October 1, 2007 amount due:	\$ 86,737
December 1, 2007 amount due:	<u>\$462,195</u>
<b>TOTAL</b>	<b><u><u>\$548,932</u></u></b>

**4. Services Provided:** The District will provide within the City the services in accordance with District policies, procedures, and resources as follows:

- A. Fire suppression.
- B. Rescue.
- C. Emergency medical services.
- D. Fire investigation.
- E. Fire prevention / public education.
- F. Code enforcement.
- G. Community relations.
- H. Annual water supply systems testing.
- I. Day-to-day maintenance, inspection and testing of City fire and emergency apparatus and equipment.
- J. Day-to-day maintenance of City fire station and grounds.

Services will be provided from the City's Fire Station and Fire Dormitory located respectively at 116 and 118 West Second Street, Phoenix, Oregon, and the following other stations:

Fire District 5 Station One  
5811 South Pacific Highway  
Phoenix, Oregon 97535

Fire District 5 Station Two  
40 Neil Creek Road  
Ashland, Oregon 97520

The District will provide logistical support and staffing during any declared emergency. It is the District's intent to maintain a fire station in Phoenix for at least three (3) to five (5) years subsequent to annexation. The location of said facility may be subject to change based on the Strategic Plan required in Exhibit A.

During the term of this agreement and once the annexation is effective, the District, at its discretion, will maintain staffing and automatic and mutual aid agreements with other fire service agencies to assure effective delivery of services and area coverage and will maintain an active volunteer force. Service levels and future planning will be maintained and implemented in accordance with Exhibit A attached and incorporated by this reference.

5. **Administration:** The District Fire Chief will be directed by the Board of Directors and will manage the routine operations of the District's and the City's Fire Departments. The principal business office of the Fire District is located at Station One, 5811 South Pacific Highway, Phoenix, Oregon 97535.

The Fire Chief, or designee, will attend City Council meetings, Planning Commission meetings, and other City meetings as necessary or as reasonably requested by the City of Phoenix for the orderly administration of fire and life safety services and the District's responsibilities under this agreement.

The City Administrator's office will be notified forthwith of the following events occurring within the City:

- A. Major fires.
- B. Fire fatalities.
- C. Hazardous materials incidents.
- D. Response related injuries.
- E. Other incidents or activities agreed upon by the District and the City.

The City and District will exchange reports and records necessary for the orderly administration of business under this agreement.

New or revised City ordinances, policies, and procedures affecting Fire Department operations will be reviewed and approved in consultation with the District, for its comments, prior to a final adoption by the City.

6. **Annexation:** The City and the District agree to place the question of annexation of the territory of the City to the Fire District on the ballot for voter consideration during the March General Election. If approved, the effective annexation date would be July 1, 2008. The City Council and the Board of Directors agree that they will support the annexation proposition. If not approved, the City and District plan to resubmit ballot measures for such annexation, effective July 1, 2009, on the November 2008 ballot.

If the March ballot is not approved, the City and District may extend the term of this agreement for an additional one (1) year period commencing July 1, 2008 and continuing through June 30, 2009. In such an event, the costs for the extended agreement period will be renegotiated after the March 2008 election.

7. **Apparatus and Equipment:** During the term of this agreement the City will retain ownership of its apparatus and equipment. The City authorizes the District to utilize apparatus and equipment for the combined protection of the City and District's other members under the direction of the Chief. Such use shall be consistent with the District's use of its own equipment.

The City also authorizes the District in its sole discretion to use City-owned equipment outside the boundaries of the City or District as provided in the Jackson / Josephine County Mutual Aid Agreement, consistent with how the District would use its own equipment.

The City shall provide property and casualty insurance on City-owned Fire Department apparatus and equipment, naming District as an additional named insured on all policies of insurance providing liability coverage, and City shall not encumber and/or dispose of any of its Fire Department apparatus or equipment during the term of this agreement without prior authorization of the District. Except as provided herein, terms and limits of the insurance shall be consistent with the City's existing policies.

The District shall provide regular and routine maintenance and repair that is necessary to keep City and District apparatus and equipment in a safe and functional condition. Notwithstanding, District shall not be required to pay for major repairs and/or upgrades to City apparatus and equipment exceeding ONE THOUSAND DOLLARS (\$1,000.00) at any one time during the term of this agreement. If such major repairs are required, the City shall decide whether such repairs shall be undertaken by the City on a case by case basis. The City and the District shall maintain separate inventories of apparatus and equipment.

Upon effective date of annexation, the City will transfer title to the following apparatus and ownership of the Fire Department equipment to the District at no additional charge (see Exhibit B, "Transfer of Assets Agreement"):

- Unit 8404 – 2006 Pierce 1250 GPM Pumper
- Unit 8414 – 1992 Western States 1250 GPM Pumper
- Unit 8464 – 1990 Dodge 250 Brush Unit
- Unit 8424 – 1973 Chevrolet Air Unit

Each apparatus will be equipped with a standard complement of equipment as listed in Exhibit C, "8404 Inventory, 8414 Inventory, 8464 Inventory, 8424 Inventory."

8. **Station/Grounds:** The City will retain ownership of the City Fire Station and grounds and provide property and casualty insurance, naming District as an additional named insured on all policies of insurance providing liability coverages. The District shall provide routine day-to-day maintenance of the City Fire Station and grounds.

The District shall not be required to pay for major repairs and/or upgrades exceeding ONE THOUSAND DOLLARS (\$1,000.00) at any one time during the term of this agreement. If such major repairs are required, the City shall decide whether such repairs shall be undertaken by the City on a case by case basis.

Upon the effective date of the agreement, the City will lease to the Fire District the fire station located at 116 West Second Street, Phoenix, Oregon and the Fire Dormitory located at 118 West Second Street, Phoenix, Oregon for One Dollar (\$1.00) each per year (see Exhibit D, "Lease Agreement.")

Upon the effective date of this Agreement, payment of utilities, including City water, for the Fire Station and Fire Dormitory shall become the responsibility of the District.

9. **Personnel:**

**A. Career Staff:** The parties contemplate that the District will offer employment to the City's six (6) full-time paid Fire Department employees and that such offer will be made under the terms and conditions to be agreed upon between the City, District and IAFF Local #2596 and Teamsters Local #223, such employment to be effective during the term of this agreement. Effective as of the date of transfer, the District will assume liability for all accrued vacation, compensatory and sick time on the books for each employee as existing on the date of transfer. The transfer shall be accomplished in accordance with state statutes, FLSA and the applicable bargaining agreements.

The City shall pay one-half (1/2) of the District's legal fees, not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as the City's share of such costs, incurred in negotiating the transfer agreement and by any impact bargaining. The City will continue to pay the salary and benefits of its employees in the ordinary course up until the effective date of transfer.

**B. Volunteers:** City Volunteer Firefighters in good standing with the City upon the effective date of this agreement will be offered membership with the District Volunteer Association and will be subject to all the rights, responsibilities, and obligations of membership in the Association.

City Student Firefighters in good standing with the City upon the effective date of this agreement will be offered a Student Firefighter position with the District.

10. **Disputes:** In the event of any disputes over the terms of this agreement or contract performance, the City Administrator and the Fire Chief will meet and attempt to resolve them. If a resolution cannot be reached by staff, the City Council and Board of Directors will attempt to reach a good faith resolution through fair, equitable, and reasonable consideration. The parties agree that if any dispute regarding this agreement is still not resolvable, 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 select one (1) arbitrator, who shall possess a minimum of ten (10) years of relevant experience in the matter to be arbitrated or such alternate qualifications that are mutually agreeable to the parties. In the event the parties are unable to agree to a single arbitrator, each party shall select its own arbitrator, and the two (2) arbitrators shall select a third, all of whom shall possess the qualifications required herein. 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:

- (a) Except as otherwise provided herein, the arbitration shall be conducted in accordance with the rules of the Arbitration Service of Portland.

(b) 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.

(c) 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).

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

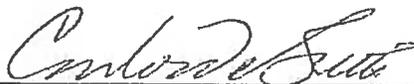
11. **Amendments:** The provisions of this agreement may be modified, extended, or amended at any time through the mutual written consent of both parties.
12. **Nonwaiver:** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right 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.

13. **Effective Date, Time, and Length of Agreement:** The effective date and time of this agreement is 12:01:01 a.m. on October 1, 2007. The term of this agreement is nine (9) months, ending at midnight on June 30, 2008. This Agreement may be extended pursuant to the provisions of Section 6 hereof.

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

**CITY OF PHOENIX**

**JACKSON COUNTY FIRE DISTRICT 5**

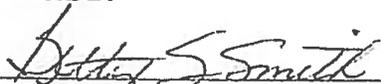
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chairperson, Board of Directors

Date: 9-27-07

Date: Sept 26 2007

**ATTEST:**

  
\_\_\_\_\_  
City Recorder

## [EXHIBIT "A"]

### Level of Service and Future Planning

Level of Service: The District shall provide fire protection and emergency medical services throughout the City in a manner consistent with this Agreement and within the response time and staffing guidelines herein specified. The following response time criteria are established as the *initial* goal to define a response time benchmark and method of measurement.

Response Time Objective: The District will maintain a deployment plan that provides for the arrival of the first appropriate emergency response unit (engine or medic unit) with five (5) minutes on 90% of all code 3 emergency responses within the City. On structure fires a second unit shall arrive on scene within eight and one half (8 ½) minutes of dispatch.

Non code 3 calls are not included in this calculation. Response time is measured from the time of dispatch to arrival on scene (reflex time and travel time).

Staffing Objective: The City fire station shall be staffed with a minimum of two fully certified personnel capable of providing fire and EMS response at a level consistent with the District's current certification requirements. The combination of personnel may consist of full or part-time paid personnel, volunteer firefighters, or student firefighters as long as the minimum certification requirements are maintained.

Emergency Response Programming: The District shall provide for the equal and sufficient level of programmed apparatus and personnel for response to fires, medical emergencies, and any other type of emergency call that may occur in the City. Calls for emergency assistance within the City shall be given equal priority with any other call that may occur within the District.

Future Planning: Both agencies recognize the need to establish a standard of cover, benchmarks, measures, and thresholds and triggers to quantify existing service levels and plan for the deployment of future resource deployment. It is agreed that the best method to accomplish this is through the development of a comprehensive master and/or strategic plan that provides for both partner City and citizen participation. It is understood that the above described level of service will be maintained at least until such planning effort is completed.

The goal therefore is to complete such a plan within 18 months of the effective date of an annexation. The planning process will address the following elements:

- An evaluation of current service demands in the District and the City, as well as the current service delivery methods and infrastructure being used to meet those demands.
- An evaluation of performance expectations for the delivery of emergency services, both now and in the future.
- A review of County and City comprehensive planning documents in order to fully understand the community's future land use plan and projected transportation infrastructure.
- A projection of future service demand, both in quantity and distribution.
- A geographic projection of future community fire risk levels based on planned future land uses
- A long-term deployment strategy to deliver the desired performance across the projected demand and risk engaging the three major areas of capital and operating expense; facilities, apparatus, and staffing.
- A fiscal analysis of projected financial requirements, based on declared assumptions of growth and cost.
- A general timeline, where possible, identifying key benchmarks and triggers that would initiate the need for possible service upgrades.

**[EXHIBIT "B"]**

**TRANSFER OF ASSETS AGREEMENT**

This Agreement is made and entered into by and between the parties, the City of Phoenix and Jackson County Fire District 5 ("JCFD5").

**WITNESSETH**

**WHEREAS**, the territory of the City of Phoenix has been duly annexed to Jackson County Fire District 5; and

**WHEREAS**, Jackson County Fire District 5 will assume responsibility for fire protection and emergency response services in the City of Phoenix, and

**WHEREAS**, the apparatus and equipment of the Phoenix Fire Department has been purchased and is intended to be used for fire protection purposes,

**NOW THEREFORE**, the parties hereto agree to the transfer of the following assets and standard complement of equipment at no cost from the City of Phoenix to Jackson County Fire District 5 for the purpose of providing fire and emergency medical services:

**Personal Property:**

- A. Unit #8404 – 2006 Pierce Pumper; VIN 4P1CC01A06A006256
- B. Unit #8414 – 1992 Western States Pumper; VIN 4S7RT9L06NC006520
- C. Unit #8464 – 1990 Dodge Brush Unit; VIN 1B7KM26Z0LS695636
- D. Unit #8424 – 1973 Chevrolet Air Unit; VIN CCY3332190447

Jackson County Fire District 5 agrees to assume any and all indebtedness that may be outstanding on said assets, to place and maintain insurance on same and generally to assure all responsibility therefor.

**IN WITNESS WHEREOF** the parties, by the signatures of their authorized representatives, have executed this Agreement effective July 1, 2008.

City of Phoenix

Jackson County Fire District 5

*Curtis D. Smith*

*Robert M. Miller*

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairperson, Board of Directors

Date: 9-27-07

Date: Sept 26 2007

# 8464 INVENTORY

Updated: 06-01-07

## Pick-Up Bed

- 1 Chainsaw
- 2 Spanner Wrenches
- 1 Hydrant Wrench
- 2 Shovels
- 1 Fire Rake
- 1 Pick Head Axe
- 1 Polasky
- 2 Adzel Hoe
- 1 McCloud
- 1 2 ½ Gal. Gas Can
- 1 1 Gal. Mixed Gas Can
- 2 10' 2 ½" Draft Lines
- 1 Handy Man Jack
- 1 250 Gal. Slip-in Water unit
- 1 200' 1 ½" Pre-connect
- 1 100' Booster Real
- 50' 1 ½" hose roll
- 2 Wildland Packs
- 1 Red Chain Box (contents)
  - 1 1 ½ to 1 Reducer
  - 1 1 ½ to 1 ½ Gated Wye
  - 1 ¼ Turn 2 ½ Hydrant Gate
  - 1 2 ½ Double Male
  - 1 2 ½ Double Female
  - 1 Forestry Combo Nozzles
  - 1 1" Nozzle
  - 1 Garden Hose Foam Nozzle
  - 1 1 ½ Foam Nozzle
  - 1 Rubber Mallet
  - 1 1 Cup Measuring Cup
  - 1 Foam Adapter for 1" Forestry Nozzle
  - 2 Hose Straps
  - 1 Hose Real Crank
  - 1 2" Draft Screen

## Exterior of Truck

- 1 Street Hawk Light Bar
- 1 8000 lb. Warren Winch
- 1 Set Fog Lights
- 1 Set Alternating Flashers

## Interior Cab

- 1 Kenwood Multi Channel Radio
- 1 Siren Unit
- 1 Box Gloves
- 1 Spot Light
- 1 Seat Organizer (contents)
  - 1 Metal Clip Board
  - 1 Fire-line Handbook
  - 1 ERG Book
  - Standing Orders Book
  - 2 D-Cell Flashlight
  - 1 Phone Book
  - Pens
- 1 Gun Rack
- 2 Sets Ear Protection
- 2 Helmet Lamps
- 1 Map Book
- 1 Jackson County Map Book
- 1 Bay Door Opener
- 2 Helmet Shields
- 1 Binocular
- 2 Passport Boards

**Glove Box**

- 1 Roll Duct Tape
- 1 Winch Control
- 1 Ice Scrapper
- 1 Insurance Card
- 1 Incident Report Form
- 1 Insurance Booklet
- 1 Chain Hook with Pulley
- 1 Box AA Batteries
- 1 Pair Pliers
- 2 D Batteries
- 1 Roll Orange Flagging
- 1 Roll Red/White Striped Flagging
- 6 Cyalume Light Sticks
- 1 Box of Buss Fuses
- 1 12" Ruler

**Behind Seat**

- 1 ABC Extinguisher
- 2 Fire Shelters
- 1 Tool Set
- 1 2-Cycle Oil Container
- 2 Qt. 10-40 Oil
- 2 Medium Survive-Air Respirators
- 1 Bolt Cutters
- 2 Pair Structure Gloves
- 1 Box Flares
- 1 Radio Chest Harness
- 2 MRE's
- 1 Tool Box (contents)
  - 1 Bottle 2-Cycle Oil
  - 1 Pair Adjustable Pliers
  - 1 Set Wrenches
- 1 First Aid Kit
  - 1 Trauma Shears
  - 4x4's
  - Cling Rolls
  - 2 Ice Packs
  - 2 Instant Ice Packs
  - 1 Box "Sooth A Sting"
  - 1 Anaphylaxis Kit (contents)
    - 1 1cc Syringe
    - 1 Filter Straw
- 1 Crescent Wrench
- 1 CPR Micro Shield
- Gloves
- Band-Aids
- 5 Combine Dressings
- 2 Triangle Bandages
- Alcohol Prep's
- Ampule 1:1000 Epinephrine
- 1 Set Anaphylaxis Standing Orders

# 8424 INVENTORY

Updated: 02-26-06

## Left Front Compartment

- 1 Laddermans Axe
- 1 Come Along
- 1 Roll Duct Tape
- 1 Halligan
- 1 Sm. Bolt Cutters
- 2 Hay Hooks
- 1 95 GPM Foam Eductor
- 1 SCBA
- 4 SCBA Masks
- 1 Box Reflector Triangles
- 1 Tool Box: (contents)
  - Hammer
  - Gas Shut Off Wrench
  - 4 Flat Head Screw Drivers
  - 2 Plug Adaptors to non-ground receptacles

## Left Middle Compartment

- 4 20 lb. Bags "Spill-Sorb" Absorbant
- 4 22 lb. Bags "Lite Dry" Absorbant

## Left Rear Compartment

*Currently Empty*

## Left Top Rear Compartment

- 1 Wool Blanket
- 2 SCBA Bottles

## Rear Bumper

- 1 Dry Chem ABC Extinguisher
- 1 CO2 Extinguisher

## Right Front Compartment

- 1 SCBA Pak
- 1 1 ½ Ton Floor Jack
- 1 Push Broom
- 1 Non-Sparking Shovel
- Misc. Wood Blocks
- 5 5 Gal. Buckets AFFF

## Right Middle Compartment

*Empty- Used as Medical Comp. when 8434 is out of service*

## Right Rear Compartment

- 3 Protective Gowns
- 2 Flagger Vests
- 1 Hand Cleaner
- Personal Belongings Bags
- Bio Hazard Bags
- 1 Wool Blanket
- 1 Set Velcro Hair Splint Straps

**Interior Cab**

- 1 Realistic VHF-HI 4-Channel Scanner
- 1 Map Light
- 1 Regency RH-256B 16 Channel Radio
- 1 Federal Siren in Dash
- 1 Map Book
- 1 Jackson County Map Book
- Assorted Gloves
- 3 Ear Protection
- 2 Passport Boards
- 3 Helmet Shields
- Phone Book
- Glove Box
  - 1 ERG Book
  - 1 Winch Trigger
  - 1 FF Handbook for Haz-Mat
  - Misc. Stickers
  - 1 Pack of Exposure Report Forms
  - 1 Roll Orange Flagging
  - 3 File of Life

**Interior Compartments-**  
**Drivers Side**

**Top Left**

- 1 Base for Portable Lights (Alien)

**Bottom Left**

- 1 Wool Blanket
- 2 SCBA Bottles

**Passenger Side**

**Top Left**

- Absorbent Pads

**Bottom Left**

*Empty*

**Top Right**

- 1 M Haz-Mat Suit
- 2 L Haz-Mat Suit
- 2 XL Haz-Mat Suit
- 2 XXL Haz-Mat Suit
- 7 Sets Haz-Mat Gloves

**Bottom Right**

- 2 Hair Splints

**Top Right**

- Absorbent Pads

**Bottom Right**

- Sand Bags

**Front Bumper**

- 1 3500 Lb. Power Winch

**Top of Body**

- 4 500 Watt Halogen Lights
- 1 Light Bar
- 2 Rotating Lights in Rear



**AGENDA BILL**

**AGENDA ITEM:** 10 (e)

**AGENDA TITLE:** APPROVAL OF PROPOSAL FOR LANDSCAPING SERVICES FOR MAIN STREET LANDSCAPE ISLANDS.

**DATE:** April 18, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: XX

RESOLUTION: N/A

INFORMATION: N/A

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**EXPLANATION:** Construction of landscape islands was completed during the Phoenix Plaza Roads and Infrastructure project earlier this year. Landscaping, however, was not included in that project and the time of year precluded installation of plant materials and related improvements at that time. Staff has since worked with a plant and tree nursery and landscape services provider, Plant Oregon, to develop a planting list and landscape plan for the landscape islands. Plant selection was based on several factors including ease and cost of ongoing maintenance, 4 season appearance, and pollinator supportiveness. Native plantings were preferred whenever possible, and no invasive species of plants are included in the proposal. Plant Oregon has provided landscaping and invasive plant control services to PHURA over the past year, and has consistently demonstrated a high level of workmanship and excellent value for investment.

**FISCAL IMPACT:** The cost of the project is estimated at \$12,088.21, all of which will be paid by PHURA. There is no direct fiscal impact to the City general or special funds. Some public works and planning department staff time may be required for minor work such as traffic sign relocations and project management, but demand on staff time is expected to be minimal.

**RECOMMENDATION:** Staff recommends approval of the proposal.

**MOTION: I MOVE TO APPROVE THE PROPOSAL FOR LANDSCAPING AS PROVIDED BY PLANT OREGON.**

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**



# Estimate

DATE	ESTIMATE #
3/24/16	5162

NAME / ADDRESS
City of Phoenix att Matt PO Box 666 Phoenix, OR 97535

Ship To
New planting islands on Main Street

TERMS	REP
As funded	Dan

ITEM	QTY	SIZE	DESCRIPTION	PRICE	TOTAL
zese	9	3'	Zelkova serrata	180.00	1,620.00
acgr	9	2"	Acer griseum	180.00	1,620.00
arma5gal	18		Arctostaphylos manzanita	36.00	648.00
maa1gal	81		Mahonia aquifolium	5.00	405.00
hodi1gal	9		Holodiscus discolor	7.00	63.00
gael	9		Garrya elliptica	27.00	243.00
phle1gal	9		Philadelphus lewisii	4.50	40.50
same	9		Sambucus mexicana (cerulea)	20.00	180.00
hela	54		helianthemum numeralia or other low, flowering, hardy species	9.00	486.00
phca1gal	9		Physocarpus capitatus	0.87	7.83
phca1gal	27		Chrythosamnus nauseosum rabbit brush	7.00	189.00
phca	81		Oregon Sunshine	0.87	70.47
phca	81		Achillea milifolia native yarrow	0.87	70.47
ruhi	81		Rudbeckia hirta	0.87	70.47
phca	9		potentilla cineria	7.00	63.00
phca	81		Clarkia amoena and other colorful flowers	0.87	70.47
			Subtotal for plants, this is our basic list of natives for color and drought resistance, pollinator friendly. tyhe trees will be colorful in fall and provide shade and interest year round.		5,847.21
Installation	1	each	Plant Installation labor includes layout, delivery, fertilizer drip tubing, and compost/mulch Let me know what you think. i am happy to change things our, basdically we are going for continuity throughout, survivability, color and low maintenance as well as a native feel that really greens up the area. we want to love driving thru Phx and see vegetation!!!	6,241.00	6,241.00

	<b>TOTAL</b>	<b>\$12,088.21</b>
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**AGENDA BILL**

**AGENDA ITEM:** 10 (f)

**AGENDA TITLE:** DISCUSSION OF HOUSING  
NEEDS ASSESSMENT.

**DATE:** April 18, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: N/A

INFORMATION: XX

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**EXPLANATION:** The Housing Element in the City's Comprehensive Plan has not been updated since the late 1990s, but the City is projected to add nearly 2,000 new residents over the next 20 years. The City will likely need to initiate an Urban Growth Boundary Amendment (UGBA) in order to accommodate new demand for residential land. A Housing Needs Assessment provides a technical basis from which the Housing Component of the Comprehensive Plan will be updated and establishes need for inclusion of new residential land within a City's Urban Growth Boundary (both a current and proposed boundary).

Consultant EcoNorthwest was engaged to produce the HNA in late 2015. Planning Department staff completed a residential buildable lands inventory at the end of 2015, and has begun the process of updating the Housing Element of the City's comprehensive plan. The HNA has determined that approximately 97 acres of land will needed to accommodate the City's growing population. Some of this growth may be accomdoated within the City's current UGB, but opportunities for adding density to accommodate new residents within the current UGB are limited.

In addition to the determining the need for residential land, the HNA also examined housing affordability and the state of the local housing market for rental and owner occupied dwellings. The study concluded that affordability will be a significant challenge in Phoenix, as it is throughout the Rogue Valley. It also found a housing shortage across all income levels and housing types—particularly single family attached (townhome) units.

**MOTION: NO ACTION TO BE TAKEN—INFORMATION AND DISCUSSION ONLY**

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**