

**CITY OF PHOENIX
CITY COUNCIL MEETING
PUBLIC WORKS OFFICE
1000 S. "B" STREET
MONDAY, MAY 16, 2016
6:30 P.M.**

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
- b) Parks and Greenway Commission
- c) City Council Issue Tracking Log..... p.1

6) Presentations:

7) Ordinances, including reading and/or adoption:

8) Consent Calendar:

- a) Approval of Minutes from April 18, 2016 Regular City Council Meeting..... p.5
- b) Approval of Minutes from April 27, 2016 City Council Workshop..... p.9
- c) Approval of Minutes from May 2, 2016 City Council Executive Session/Meeting.. p.11
- d) Approval of Minutes from May 9, 2016 Special City Council Meeting..... p.16
- e) Approval of an Application for a Liquor License by Biologic Brewing Supply, LLC, 4543 S.Pacific Hwy p. 18

9) Unfinished Business:

10)New Business:

- a) April 2016 Financial Report..... p.21
- b) Approve Public Works Job Description p.24
- c) Approve Resolution for Wetland Restoration Services Contract..... p.25
- d) Appoint Matt Brinkley as the Acting Executive Director for the Phoenix Urban Renewal Agency p.36
- e) Approve a Resolution Establishing City Officials for The Purpose of Signing on Behalf of the City of Phoenix for City Funds..... p.37

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:

May 18, 2016	Budget Committee Meeting
May 23, 2016	Planning Commission Meeting
June 6, 2016	City Council Meeting
June 7, 2016	Planning Commission Meeting
June 8, 2016	Phoenix Urban Renewal Board Meeting
June 20, 2016	City Council Meeting
June 27, 2016	Planning Commission Meeting

Council Action Log

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	High	April 16
Personnel Manual	Council will review personnel manual April 27, 2016	CM	High	April 16
Fire District Five Contract	Council has reviewed the out of date contracts at the April 18th meeting. City Manager met with Fire District 5 Board asked them to develop a proposal for the District to present to the Council. Fire District 5 Board has agreed to do so and formed a committee to develop the proposal.	CM, Council	High	April 16
3% Marijuana Tax	Staff will be bringing the ordinance to the Council on May 2nd to be put on the ballot.	CA, CM, REC	High	July 16
Negotiate Union Contracts	An Executive Session will be held in May for the Council to develop strategy	CM, Council	High	April 16
City Website re-design	Council will revisit website in July	CM	High	July 16
N. Rose Connection TAP Line	Contracts have been signed now awaiting a start date	PD, CM, PWD	High	April 16

Talent/Phoenix Water Meter	Mayor, Council President, and City Manager met with the City Manager, Public Works Director, and Counselor from Talent. Phoenix presented their numbers, Talent agreed that there was an issue with lost water. Talent will hire an expert to go over Phoenix's number and the two Cities will come back and meet the first Thursday of May.	CM	High	April 16
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 compilation.	PWD, CM	Medium	May 16
ADA Ramps Fixing	Project engineer is working with the contractor to redesign and replace the ada ramps that failed.	PD, CM, PWD		July 16
Review of Contracts	Builders Contract needs to be reviewed if company changes.	CM, PD	Medium	July 16
Transportation system Plan	Joint meeting with Planning Commission will be held April 25th.	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	May 16
Create low income subsidy for water bills	Staff is working on creating the forms and changing the bill to address Water Commission Requests.	CM FD	Low	April 16
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	June 16
Urban Growth Management Plan	Council will review housing needs assessment at the April 18th meeting. Moved to the May 2nd Meeting	Planning	Low	December 16
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	June 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	July 16
Slurry sealing and striping main street	City Manager and Planning Director and planning to review with City Council after budget season.	CM, UR, PW	Low	July 16
3-5 year financial for budget	Three to five year budget will be part of the budget process.	CM, FD		May 16
Bridge Medallions	Council approved two designs to go on the bridge. Staff is currently finding cost estimates for project.	CM, PW	Low	April 16
Recruitment for new Council Member	Council will review applications at the May 2nd meeting.	CM	High	April 16
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
PHURA to Present 2016 projects and costs	Postponed to time uncertain.	PHURA Exec Director		?
Phoenix Urban Renewal	Couplet project 98% completed: waiting for ADA ramps to be fixed	PHURA Exec Director		?
Phoenix Urban Renewal	Staff will be bringing suggested landscaping to the council for approval at the April 18th meeting. Council Approved landscaping for Main Street. Staff is currently working with contractors to insure infrastructure needs.	PHURA Exec Director		?
Phoenix Urban Renewal	Staff is working with interested parties in purchasing the properties and getting businesses into PHURA owned building.	PHURA Exec Director		Needs Council Approval per IGA
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	Staff is gathering information asked for by Council at the March 21st meeting. Tentatively scheduled to bring back at the April 18th meeting. 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.	PHURA Exec Director	Council must approve change in location and façade
COMPLETED			
County Marijuana Setbacks	Council has sent a letter to County Commissioner 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 have been installed and signed off.	PHURA Exec Director	3/16/2016
Annual Attorney Contract Review	Attorney asked for review to be moved to first meeting in April	Council	April 16

**City of Phoenix
City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, April 18, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, April 18, 2016 at 6:30 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
Janette Boothe, City Recorder
Derek Bowker, Chief of Police
Steve Weber, Finance Director
Matt Brinkley, Planning Director
J. Ryan Kirchoff, City Attorney

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS:

- 1) Tony Chavez, Phoenix, came forward to request the speed bumps on Church Street be put back in place and submitted a petition, signed by the neighborhood residents to request Council's consideration.
- 2) Mike Foster, Phoenix, mentioned it would have been better if the issue regarding speeding on Church Street was addressed, rather than simply removing the speed bumps. Further discussion followed. Additionally, he noted it was nice to see what he witnessed regarding an Officer handing out helmets to kids.

PRESENTATIONS:

- 1) RVCOG Annual Review, Presented by Mike Cavallaro. Mr. Cavallaro gave a detailed review of RVCOG's annual update, adding emphasis to any new statistics during the year.
- 2) Risk Management Presentation Part 2 by Ryan Kirchoff(*Brief note below, during Attorney comments*).

UPDATES/REPORTS:

- 1) PHURA: Plaza Building Update. Al Muelhoefer presented the update and began with expressing his appreciation for allowing Mr. Brinkley to assist as much as he has. He gave a brief update on the plaza, noting there are backhoe tests and drill head borings that are scheduled currently. Additionally, he gave an update on PHURA properties, noting the home power building is undergoing a lot of adjustments to prepare the building for sale. He further noted the format of the budget will be determined at the next PHURA board meeting.
- 2) Parks and Greenway Commission. Councilor C. Bartell noted a meeting was held the previous Thursday, adding they addressed Easter Egg Hunt statistics and are looking at the possibility of holding the event at the high school, as there were double the amount in attendance compared to the previous year. Additionally, she gave a brief update on the City's affiliation with Bee City and noted the upcoming celebration in June. She added the Commission is working on a Bee City Charter. She further noted the Commission discussed proposing a request to the Budget Committee for an additional \$1,000 for the upcoming fiscal year.
- 3) City Council Issue Tracking Log. Mayor Bellah noted the City has received one application for the vacant City Council position and a review of the application and interview of the applicant will take place at the following meeting. Continued discussion followed; however, no further updates to the log were noted.

CONSENT CALENDAR:

Approval of Minutes from April 4, 2016. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO APPROVE THE CONSENT CALENDAR.** 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) Monthly Financial Report. Mr. Weber reviewed the General fund, noting the City will need to use some of the contingency set aside for the comprehensive plan update; however, there will be approximately \$100,000 carryover. He took questions from Council regarding the general fund, then reviewed the Street fund. He noted the Street fund is healthy. Mayor Bellah inquired whether moving amounts around with the amount outstanding with ODOT has affected the budget numbers. Mr. Weber noted it skews the budget appearance in the revenue collection; however, the bigger thing is reviewing the interchange funding agreement in relation to IDCs that the City is responsible for. As he reviewed the Water fund, he noted this fund is trending healthy as well. Continued discussion followed.
- 2) Review of City Attorney's Contract. Mayor Bellah noted this item is up for review on an annual basis. Council commended him on his service. **MOVED BY SOPHIE, SECONDED BY LUZ, TO RENEW THE CITY ATTORNEY'S CONTRACT FOR ANOTHER CALENDAR YEAR.** 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) Contract for Backflow Testing. Mayor Bellah noted this item was discussed at the previous meeting. Mayor Bellah noted a couple changes to the attached contract. Attorney Kirchoff agreed to revise the contract accordingly. **MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 958, AUTHORIZING THE CITY MANAGER TO SIGN THE BACKFLOW TESTING CONTRACT AS CORRECTED.** 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 recessed the meeting for a short break at 8:05 p.m.

NEW BUSINESS:

- 1) Approval of Bid for Church Street Storm Water Project. Mayor Bellah briefly reviewed the bids received for the project. Mr. Dahl noted this item will not affect the current budget, as it is not scheduled to begin until the next fiscal year. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO AWARD THE BID FOR THE CHURCH ST STORM DRAIN PROJECT IN THE AMOUNT OF \$35,998 AND HAVE THE CITY MANAGER SIGN THE CONTRACT.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich
MOTION APPROVED WITH FIVE AYES

- 2) Discussion of Bridge Medallions. Mr. Dahl noted Council has plenty of time to request research on a different design if needed. Continued discussion followed, as Council's consensus was to move forward with the top two designs displayed on the agenda packet attachment and to direct staff to draft a cost analysis for the proposed designs.
- 3) Memorandum of Understanding with PHURA: Staff Time. Mayor Bellah noted rather than waiting for five years or selling property, Council would prefer to ensure staff is keeping track of their hours allotted towards PHURA and review, assess and address balances owed to the City at least annually.
- 4) Fire District 5 Lease Agreements. Mr. Dahl explained this item is for information purposes only to assist in facilitating a later discussion regarding whether to sell the property to Fire District 5.

- 5) Main Street Landscaping Plan. Mr. Brinkley presented a PowerPoint slide show, with several pictures depicting the type of foliage proposed for the landscaping along Main Street. He noted that several of the trees outlined in the proposal change colors with the seasons. Council inquired whether the upkeep will be the City's responsibility, Mr. Brinkley confirmed that this would be a City responsibility ; however, demand on staff time will be minimal.
- 6) Housing Needs Assessment(moved to following agenda).

STAFF REPORTS:

- 1) City Attorney's Report:
 - a) Attorney Kirchoff noted the tip of the day regarding risk management is to know the difference between archiving and access to public records. Continued discussion followed, regarding what types of notetaking fall under the category of public records.
- 2) City Manager's Report:
 - a) Mr. Dahl reminded everyone of the upcoming joint meeting and Council Workshop, scheduled for April 25th and 27th respectively. He noted he would send out an electronic copy of the personnel manual the following day and provide a hard copy in the agenda packet scheduled to be printed for disbursement on Wednesday.

COUNCIL ITEMS, COMMENTS/REPORTS:

- 1) Councilor Sophie noted RVTD is really pushing for the funding that would affect many cities in the Rogue Valley.
- 2) Councilor C. Bartell commented the page numbers listed on the agenda are very helpful.
- 3) Mayor Bellah expressed his concern for the speeding complaints the City has received. Councilor C. Bartell suggested placing a permanent smaller speed bump. Continued discussion followed as Council debated whether to place traffic calming in any other areas in Phoenix.

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

**City of Phoenix
City Council Workshop
Public Works Office
1000 S. "B" Street
Wednesday, April 27, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the workshop of the City Council to order on Wednesday, April 27, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

PRESENT: Bruce Sophie, Carolyn Bartell, Terry Helfrich, Jeff Bellah

ABSENT: Stan Bartell, Chris Luz

Staff Present: Steve Dahl, City Manager

PRESENTATION AND DISCUSSION OF REPLACEMENT PERSONNEL HANDBOOK:

Mayor Bellah began the discussion with noting many of the changes are due to the Collective Bargaining Unit Agreements, and rather than printing the information twice, it would be more streamlined and efficient if the Personnel Handbook simply referred to the Collective Bargaining Unit Agreement. As discussion continued, Mr. Dahl noted the changes he added to the Personnel Handbook. Council discussed each of items disclosed as a change in the updated Personnel Handbook.

PRESENTATION AND DISCUSSION OF THE SALARY SURVEY:

Mayor Bellah mentioned he was pleased with the overall picture regarding salaries, compared to other cities of similar size. Continued discussion followed.

PRESENTATION AND REVIEW OF CITY JOB DESCRIPTIONS:

Mr. Dahl noted all the job descriptions included in the packet are updated job descriptions of everyone in current positions, with the exception of the City Recorder/Human Resources Director position. He noted this job description was not meant to be in the packet and he planned to bring this new job title and description before Council at a later date. Mayor Bellah noted that there was not sufficient time to review the job descriptions and requested a workshop at a later date to review them individually.

The meeting adjourned at 8:34 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

City of Phoenix
City Council Executive Session/Meeting
Public Works Office
1000 S. "B" Street
Monday, May 2, 2016

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the special meeting of the City Council to order on Monday, May 2, 2016 at 5:45 p.m. in the Public Works Office.

ROLL CALL

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

Staff Present: Steve Dahl, City Manager
Ryan Kirchoff, City Attorney

Mayor Bellah convened into executive session at 5:46 p.m. under ORS 192.660 (2)(i), to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open meeting.

Discussion followed and no decisions were made. Mayor Bellah closed the executive session and convened into regular meeting at 6:30 p.m.

CALL TO ORDER

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, May 2, 2016 at 6:30 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
Janette Boothe, City Recorder
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 noted he will reserve his comments for the end of the meeting, during Council reports.

UPDATES/REPORTS:

- 1) PHURA – Mr. Brinkley came forward to give an update on the borings tests that were performed earlier in the day. Continued discussion followed, as Mr. Brinkley noted the ADA ramp situation has not been addressed as of yet. Additionally, he noted an appraisal is coming in for the Wise property.

Mayor Bellah welcomed Jackson County Commissioner Roberts, as she was present at the meeting.

- 2) Parks and Greenway Commission – Councilor C. Bartell noted University of Oregon is putting together a survey for the parks master plan and she plans to forward the survey to Council.
- 3) City Council Issue Tracking Log – There were no updates.

UNFINISHED BUSINESS:

- 1) Approval of MOU with PHURA: Staff Time. Mayor Bellah requested a review of the language, as he noted this item was brought before Council at the previous meeting. **MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 959, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX, OREGON AND THE PHOENIX URBAN RENEWAL AGENCY FOR USE OF CITY OF PHOENIX STAFF TIME.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich
MOTION APPROVED WITH FIVE AYES

- 2) Approval of 3% Recreational Marijuana Tax on the Ballot. Mayor Bellah noted this is a formality for referral to the November ballot for citizen vote. Councilor Helfrich commented he is not in favor of using the funds for parks. **MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE RESOLUTION NO. 960, CALLING FOR AN ELECTION APPROVING REFERRAL TO THE ELECTORS OF THE CITY OF PHOENIX THE QUESTION IMPOSING A 3 PERCENT TAX ON THE SALE OF RECREATIONAL MARIJUANA ITEMS BY A MARIJUANA RETAILER WITHIN THE CITY.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, and Luz
Nays: Helfrich
MOTION APPROVED WITH FOUR AYES TO ONE NAY

NEW BUSINESS:

- 1) Approve Contract for Church Street Storm Water Project. Mayor Bellah noted this item has been brought before Council and this resolution is to approve the contract for the bid award of \$35,998. **MOVED BY C. BARTELL, SECONDED BY S. BARTELL, TO APPROVE RESOLUTION NO. 961, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT FOR THE SOUTH CHURCH STREET STORM DRAIN PROJECT.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, and Helfrich
MOTION APPROVED WITH FIVE AYES

- 2) Review of City Council Applicants. Mayor Bellah noted this item has been tabled for the first meeting in July.
- 3) Rules for Banner Signs. Mr. Dahl explained he would like to establish rules and procedures for banners placed along Main Street. Mayor Bellah mentioned his desire to find ways to be more cost effective, to lower the cost to customers. Mr. Dahl noted the price suggested to charge customers in comparable to Medford and Central Point. Councilor S. Bartell mentioned looking into the cost for a pulley. Council directed staff to research the cost of a cherry picker, that could be used as a resource for more than hanging banners. **MOVED BY SOPHIE, SECONDED BY HELFRICH, TO APPROVE THE RULES FOR BANNER SIGNS.** 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) Housing Needs Assessment. Mr. Brinkley conducted a PowerPoint presentation on the explanation of the Housing Needs Assessment and the findings. As he described in detail the Housing Needs Assessment, he noted the key findings were as follows:

- Affordable housing will be a significant challenge
- Phoenix will need to accommodate an additional 900 households by 2036
- There are only 52 acres of buildable residential land left
- Current housing stock is heavily weighted towards single, detached dwellings
- Vacancy rates are extremely low
- Phoenix will need to expand its Urban Growth Boundary

Continued discussion followed, as Mr. Brinkley summarized the results of the assessment.

STAFF REPORTS:

- 1) City Attorney's Report:
a) Attorney Kirchoff had nothing to report.

2) City Manager's Report:

- a) Mr. Dahl requested Mr. Weber share his news. Mr. Weber announced he has been offered the position of Finance Director in Central Point and he starts May 31, 2016.

COUNCIL ITEMS, COMMENTS/REPORTS:

- 1) Mayor Bellah noted the Executive Session held prior to the City Council meeting was regarding the City Manager's performance. He further noted the discussion was primarily focused on what type of qualities they are looking for in a City Manager. Continued discussion followed, as Council made a motion. **MOVED BY SOPHIE, SECONDED BY S. BARTELL, TO CANCEL EMPLOYMENT WITH STEVE DAHL EFFECTIVE IMMEDIATELY WITHOUT CAUSE FOR CONVENIENCE.** Councilor Luz commented this was a difficult decision, as Mr. Dahl is a likable guy. Councilor C. Bartell said she wishes him the best. Councilor Helfrich noted the timing isn't good and he is opposed to this decision. He noted the City is losing the Finance Director, and recently lost the Public Works supervisor and the Urban Renewal Executive Director. Mayor Bellah called for the vote.

ROLL CALL VOTE AS FOLLOWS:

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

Nays: Helfrich

MOTION APPROVED WITH FOUR AYES TO ONE NAY

Mayor Bellah commented he supported Council's decision. He noted Mr. Dahl has been a value to the City; however, Council has discussed looking towards long term. Additionally, he thanked Mr. Dahl for his service to the City.

Mayor Bellah noted with Council's consensus, he would like to schedule an individual meeting with each staff member in a lead position to sit down with him and Councilor Sophie to discuss how to move forward for the time being.

Mayor Bellah asked Mr. Weber to act as City Manager for the remainder of the week. Mr. Weber responded he would like some time to think about it and answer tomorrow.

- 2) Councilor Sophie commented on both the MPO and RVCOG supporting the RVTD levy on the upcoming ballot.
- 3) Councilor Luz commented on looking into grant application through RVCOG for Urban Renewal.
- 4) Councilor Helfrich noted the City needs to have a committee focused on developing a marketing strategy for Phoenix.
- 5) Mayor Bellah commented on how important it is to find ways to receive input from members in the Community.

The meeting adjourned at 8:06 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

**City of Phoenix
Special City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, May 9, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the Special Meeting of the City Council to order on Monday, May 9, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

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

ABSENT: Terry Helfrich

Staff Present: Matt Brinkley, Planning Director
Janette Boothe, Assistant Finance Director/City Recorder

DECISION ON INTERIM CITY MANAGER:

Mayor Bellah noted he and Bruce met with each of the department heads last week. He further noted that they are recommending Matt Brinkley be the Interim City Manager. Continued discussion followed as Mayor Bellah addressed concerns regarding the functions Mr. Brinkley will be performing as a fill in for the PHURA Executive Director for the time being as well. Mayor Bellah mentioned many of the duties as Interim City Manager would be the same; however, hiring and firing would be in conjunction with Council approval. Additionally, he commented that Mr. Brinkley filling in as Interim City Manager takes a lot of pressure off the Council, allowing for an appropriate amount of time to permanently fill the position of City Manager.

Councilor S. Bartell inquired whether Mr. Brinkley is comfortable with the figure suggested as his salary in the Addendum to his contract as Interim City Manager. Mr. Brinkley confirmed that this amount was mutually agreed upon.

Councilor C. Bartell expressed her excitement regarding his willingness to step up. She added that she hopes he receives the assistance needed to fulfill this position successfully, as he has many current duties that would require attention. Mr. Brinkley spoke about stepping up Steffen Roennfeldt, the Assistant Planner, and hiring an additional planning assistant, noting that it would be a temporary part-time position for now.

Additionally, he noted the Mr. Roennfeldt will be the new MPO representative for Phoenix.

Councilor Luz inquired whether Mr. Brinkley knew how long it would take to decide whether he would like to be in the permanent position of City Manager. Mr. Brinkley expressed that he felt it would take him approximately six months to determine whether it was a good fit.

Mayor Bellah mentioned additional training should Mr. Brinkley feel the need to seek out any additional knowledge in a City Manager related area. Mr. Brinkley noted he would try to put together a transition plan as soon as possible. **MOVED BY SOPHIE, SECONDED BY S. BARTELL, TO APPOINT MATT BRINKLEY AS THE INTERIM CITY MANAGER, EFFECTIVE IMMEDIATELY.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, and Luz
MOTION APPROVED WITH FOUR AYES

DECISION ON INTERIM FINANCE DIRECTOR:

Mayor Bellah noted he is recommending Janette Boothe as the Interim Finance Director, once Mr. Weber leaves his position with the City. He added that this is an opportunity for Mrs. Boothe to demonstrate her abilities and possibly be the permanent Finance Director. He reviewed the suggested salary noted in the addendum to the Assistant Finance Director/City Recorder contract. Council thanked Mrs. Boothe for stepping up and congratulated her acceptance of the new position. Continued discussion followed. **MOVED BY LUZ, SECONDED BY S. BARTELL, TO APPOINT JANETTE BOOTHE AS INTERIM FINANCE DIRECTOR.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, and Luz
MOTION APPROVED WITH FOUR AYES

DISCUSSION OF RECRUITMENT PRIORITIES AND METHODS:

Mayor Bellah began the discussion noting he would like the City to keep the lead position at Public Works. He and Mr. Brinkley spoke about how much Matias Mendez has really stepped up and shown a great attitude with knowledge necessary to effectively lead staff. Discussion followed regarding the attributes the City is seeking in a Public Works supervisor. Councilor Sophie requested Mr. Brinkley appeal to Bob Britton for his opinion on the job description for this position. Council's consensus was hiring a Public Works supervisor is top priority. As discussion continued, Mayor Bellah spoke about reviewing the action log Mr. Dahl prepared to give guidelines to Mr. Brinkley concerning the priorities of the Council.

The meeting adjourned at 7:50 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

AGENDA BILL

AGENDA ITEM: 8e

AGENDA TITLE: Approval of a Liquor License for Biologic Brewing Supply, LLC, 4543 S Pacific Hwy.

DATE: May 16, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION:

Alex Ganos, Manager of Biologic Brewing Supply, LLC, 4543 S. Pacific Highway, is requesting Council approve his application for Limited On-Premises Sales of alcoholic beverages. A copy of his application was sent to the Police Chief and Planning Director on May 5, 2016. The application was reviewed and approved by Chief Derek Bowker on May 5, 2016.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve Mr. Gano's request under the Consent Calendar for May 16, 2016.

MOTION: "I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LIQUOR LICENSE FOR BIOLOGIC BREWING SUPPLY, LLC, LIMITED ON-PREMISES SALES OF ALCOHOLIC BEVERAGES"

PREPARED BY: Janie La Pierre

REVIEWED BY: _____

OK
BR



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
 - Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
 - Brewery Public House (\$252.60)
 - Winery (\$250/yr)
 - Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 2/19/16

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Biologic Brewing Supply, LLC ③

② _____ ④ _____

2. Trade Name (dba): Biologic Brewing Supply

3. Business Location: 4543 S. Pacific Hwy Phoenix Jackson OR 97535
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: same as above
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-535-6726
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? Yes No Name: Alex Ganos
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? CITY of PHOENIX
(name of city or county)

11. Contact person for this application: Alex Ganos 541-535-6726
(name) (phone number(s))
4543 S. Pacific Hwy, Phoenix, OR 97535 INFO@BiologicBrewingSupply.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date: [Signature] Date 10/21/15 ③

② _____ Date _____ ④ _____

RECEIVED

DEF Date 2015 N.W.



OREGON LIQUOR CONTROL COMMISSION

OUTDOOR CONTROL PLAN

What are the dimensions of the outdoor area?

40' x 14'

What is the patron seating capacity?

25

Is the outdoor area adjacent to the premises? **yes**

Will the area be used to accommodate patrons who are not seated? **yes**

How is the outdoor area enclosed and where are the entrances and exits? **The outdoor patio is not enclosed, but is adjacent to our front entrance.**

What is the full proposed use of the area? **provide an outdoor seating area for customers.**

Will the primary use always be dining? **NO**

Can employees observe the entire outdoor area from inside the premises? **yes, there are two large windows in front of the building so the patio is visible from inside.**

Will there be an employee permanently stationed in the outdoor area? **NO**

How often will employees walk through the outdoor area? **Employees will walk through the outside area every 15-20 minutes to retrieve products and/or assist customers.**

Does the outdoor area have video surveillance? **NO**

Describe how the outdoor area is lit: **Normal 110 watt light bulb.**

Will there be entertainment in the area? **NO**

What kind of entertainment?

Does the outside area have the potential for adversely impacting the surrounding area? **NO**
Address any noise issues:

List all the specifics in controlling the activities and behavior of patrons in the outdoor area:

Employees can see everything that happens in the outdoor area through the large glass windows in the building. Employees are also constantly walking through the outdoor area to assist customers.

Signature *Alex Granos*

Date 2/4/16

Printed Name Alex Granos

Trade Name Biologic Brewing Supply

Business Location Address 4543 S. Pacific Hwy Phoenix, OR 97535

AGENDA BILL

AGENDA ITEM: 10 a

AGENDA TITLE: Financial Report for Period Ending April 30, 2016.

DATE: May 11, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: XX

EXPLANATION:

Attached is summary report for City financial statements for the period ending April 30, 2016.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

That Council accepts the April, 2016 financial statements as presented

MOTION:

PREPARED BY: Steve Weber REVIEWED BY: MR



To: Mayor and Council
 From: Steve Weber, Finance Director
 Date: May 11, 2016
 Subject: April 2016 Financial Statements

Background:

The April 30, 2016 financial statements reflect the first ten months of the fiscal year. Following a review of the activity for this time period 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.

General Fund	Year-to-Date	Budget	% of Budget	Prior Year
Revenues	\$ 1,672,935	\$ 1,859,044	90%	\$ 1,523,787
Expenditures				
Executive	\$ 86,099	\$ 89,150	97%	\$ 84,251
Admin	\$ 107,628	\$ 127,455	84%	\$ 95,106
Police	\$ 1,020,719	\$ 1,226,750	83%	\$ 931,809
Planning	\$ 102,256	\$ 133,010	77%	\$ 92,539
Building	\$ 81,938	\$ 102,110	80%	\$ 77,581
Parks	\$ 80,315	\$ 99,160	81%	\$ 66,495
Interdepartment	\$ 90,432	\$ 87,999	103%	\$ 62,629
Transfers	\$ -	\$ 2,000	0%	\$ -
Contingency		\$ 154,280	0%	\$ -
Total Expenditures	\$ 1,569,387	\$ 2,021,914	78%	\$ 1,410,410
Revenues over/(under)				
Expenditures	\$ 103,548	\$ (162,870)		\$ 113,377

General Fund: Year to date, revenues exceed expenditures by \$103,548 (\$1,672,935 vs. \$1,569,387). This has been aided by Property Tax receipts coming in at 96.74% as well as Fines & Forfeiture receipts coming in at 95.32%. Overall, revenues are at 89.99% 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 \$96,512 (76.93%) 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 77.70% for the year.

Street Fund	Year-to-Date	Budget	% of Budget	Prior Year
Revenues	\$ 552,641	\$ 849,630	65%	\$ 402,553
Expenditures				
Operating				
Personal Services	\$ 132,704	\$ 174,085	76%	\$ 117,492
Materials & Supplies	\$ 221,351	\$ 295,835	75%	\$ 143,996
Capital Outlay	\$ 10,837	\$ 12,500	87%	\$ -
Non-Operating				
Transfers	\$ -	\$ 123,886	0%	\$ -
Contingency	\$ -	\$ 75,000	0%	\$ -
Total Expenditures	\$ 364,892	\$ 681,306	54%	\$ 261,488
Revenues over/(under)				
Expenditures	\$ 187,749	\$ 168,324		\$ 141,065

Street Fund: Although revenues overall show well below the 83.33% expected for the time period, that is primarily attributed to the ODOT jurisdictional transfer of \$250,000 and SCA Grant of \$50,000 budgeted (35%). Actual receipts are at 100.55% aided by franchise fees (\$66,371), diesel fuel tax (\$38,494) and the ADA Ramp grant (\$44,850). Although several line items are higher in the current year compared to the prior fiscal year overall fund expenditures are only at 53.56%. These factors contribute to the revenues exceeding expenditures year to date by \$187,749 (\$552,641 vs. \$364,892).

Water Fund	Year-to-Date	Budget	% of Budget	Prior Year
Revenues	\$ 1,042,160	\$ 1,472,855	71%	\$ 1,180,344
Expenditures				
Operating				
Personal Services	\$ 332,230	\$ 387,835	86%	\$ 317,663
Materials & Supplies	\$ 447,826	\$ 525,205	85%	\$ 409,465
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%	\$ -
Total Expenditures	\$ 891,722	\$ 1,293,879	69%	\$ 871,308
Revenues over/(under)				
Expenditures	\$ 150,438	\$ 178,976		\$ 309,036

Water Fund: Revenues overall show below the 83.33% 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 80%; 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 83.33% 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 \$20,279, and computer/server issues of \$8,126). Overall, revenues exceed expenditures for the year by \$150,438 (\$1,042,160 vs. \$891,722) 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: 10 b

AGENDA TITLE: Public Works Job Description

DATE: May 11, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: XX

EXPLANATION:

At the May 9, 2016, Special City Council Meeting, Council discussed the recruitment process and job description for a supervising role in Public Works department. Mayor Bellah has prepared a new job description for review and approval to have one in place for recruiting purposes and filling the position.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

Approving the job description.

MOTION: "I MOVE TO APPROVE THE JOB DESCRIPTION FOR A SUPERVISING ROLE IN THE PUBLIC WORKS DEPARTMENT."

PREPARED BY: Janette Boothe REVIEWED BY: _____

AGENDA BILL

AGENDA ITEM:

10c

AGENDA TITLE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH NORTHWEST BIOLOGICAL SOLUTIONS FOR PROFESSIONAL SERVICES RELATED TO A WETLAND MITIGATION RESTORATION PROJECT.

DATE: May 16, 2016

ACTION REQUIRED:

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: XX

INFORMATION: N/A

EXPLANATION: As reported previously to City Council at its March 21, 2016 meeting, the City has begun restoration of an existing delineated wetland located between Main Street and Bear Creek Drive. The wetland will eventually become the central feature of a "wetland park" and city center redevelopment project that has been discussed in the City's comprehensive plan since 1997. Mark Kellenbeck is the developer of a self storage facility to be constructed at 3850 Fern Valley Road, beginning in the next 2 months. While purchasing the property, Mr. Kellenbeck's environmental consultant discovered that a wetland had been illegally filled more than 10 years ago. In purchasing the property he has assumed legal responsibility to mitigate the loss. The Department of State Lands has given preliminary approval of a mitigation plan that would involve restoration of impacted wetland on City owned property.

City Council approved a development agreement that would enable the City to assist Mr. Kellenbeck with meeting his regulatory responsibilities. To do so, the City would contract with a wetland consultant to restore a wetland on property owned by the City. Mr. Kellenbeck would compensate the City for the cost of the project.

FISCAL IMPACT: The total cost of the project, including required maintenance and monitoring, was estimated at \$49,900 by the consultant. Mr. Kellenbeck will pay the City the full cost of the project. Northwest Biological would complete the project on a Total Maximum Cost Not to Exceed basis (according to the attached contract), thereby containing the City's exposure to additional costs. The City would need to assume responsibility for longer term maintenance of the project area, though not under the any particular rules or statutory requirements. Maintenance would be absorbed the City's routine maintenance of the City's park facilities.

STAFF RECOMMENDATION: Approve the enclosed resolution which will authorize the City Manager to negotiate and execute the agreement.

MOTION: "I MOVE TO ADOPT RESOLUTION NUMBER _____ AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO NEGOTIATE AND EXECUTE A CONTRACT WITH NORTHWEST BIOLOGICAL SOLUTIONS FOR PROFESSIONAL SERVICES RELATED TO A WETLAND MITIGATION RESTORATION PROJECT.

PREPARED BY: M. Brinkley

REVIEWED BY:

CITY OF PHOENIX

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER NEGOTIATE AND EXECUTE A CONTRACT WITH NORTHWEST BIOLOGICAL SOLUTIONS FOR PROFESSIONAL SERVICES RELATED TO A WETLAND MITIGATION RESTORATION PROJECT.

WHEREAS, the City of Phoenix and its Urban Renewal Agency have begun to restore a wetland located west of Bear Creek Drive and adjacent to its city center redevelopment project; and

WHEREAS, Mr. Mark Kellenbeck has acquired property within the City of Phoenix for the purposes of developing a self storage facility, and in doing so has assumed a regulatory obligation to mitigate for the unpermitted removal of wetlands; and

WHEREAS, it is mutually beneficial for the City and Mr. Kellenbeck to enter into an agreement whereby the City will restore ¼ acre of wetland to assist Mr. Kellenbeck in meeting his mitigation obligations; and

WHEREAS, Northwest Biological has submitted a proposal containing a scope of work for the restoration of said ¼ acre of wetland, inclusive of all design, permitting, construction, monitoring, compliance, and reporting services; and

WHEREAS, Mr. Kellenbeck will compensate the City in the amount of \$49,900.00 for the estimated costs to restore, maintain and monitor the restored wetland.

NOW, THEREFORE, BE IT RESOLVED that the City of Phoenix hereby authorizes the City Manager to negotiate and execute a contract for professional services with Northwest Biological for the purposes of restoring ¼ acre of wetland on City owned property substantially conforming to that described in the attached Exhibit "A" City of Phoenix Wetland Mitigation Restoration Project Agreement for Professional Services.

APPROVED by the City of Phoenix this 16th day of May, 2016.

Attest:

Mayor

City Recorder

RESOLUTION _____
EXHIBIT "A"

CITY OF PHOENIX
Wetland Mitigation Restoration Project

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this _____ day of May 2016, by and between the City of Phoenix, hereinafter referred to as the CLIENT, and Northwest Biological Consulting, (NBC) authorized to do business in the State of Oregon, hereinafter referred to as the CONSULTANT.

RECITALS

In order to assist a property owner within the City of Phoenix who is developing a commercial property to be located at 3850 Fern Valley Road with the beneficial resolution of an outstanding obligation to mitigate the unpermitted destruction of a regulated wetland, the CLIENT has contacted Scott English (dba Northwest Biological Consulting) of Ashland, Oregon, and has requested that he and his team prepare and implement a **Wetland Restoration Plan**, including all necessary environmental permitting, construction, and monitoring activities, according to a scope of work developed between the Client and Consultant as described in the attached Exhibit "A" Scope of Work dated February 4, 2016.

In consideration of the mutual promises contained herein, the CLIENT and the CONSULTANT agree as follows:

AGREEMENT

ARTICLE 1 – SERVICES

- A. The professional services to be performed for the CLIENT in the Scope of Work involve environmental planning, permitting, construction, and compliance monitoring to be provided by CONSULTANT pursuant to this Agreement.
- B. All work performed by the CONSULTANT shall be in compliance with a Compensatory Wetland Mitigation Plan approved by the Department of State Lands, all applicable laws and regulations.
- C. All work performed by the CONSULTANT shall satisfy the terms and conditions and shall not conflict with the "DEVELOPMENT AGREEMENT" entered into by and between the City of Phoenix and Mark Kellenbeck as described in the attached Exhibit "B".
- D. Services rendered by the CONSULTANT shall not exceed a TOTAL

MAXIMUM PRICE NOT TO EXCEED \$49,900.

- E. Services of the CONSULTANT shall be under the general direction of the City Manager and Planning Director.

ARTICLE 2 – SCHEDULE

The Date of Commencement for the CONSULTANT's work is estimated to be on or about May _____, 2016. Date of Completion for construction of this project shall be on or about _____, 2016.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The CLIENT shall pay to the CONSULTANT for services satisfactorily performed on a time and materials basis, said payments to be made monthly. Payment is due within 30 days of receipt of invoice. CONSULTANT invoice shall include a detailed accounting describing the nature of work performed and its necessity to the completion a particular task within identified within Exhibit "A" Scope of Work.
- B. CONSULTANT shall submit a weekly "Look Ahead Report" to CLIENT describing work scheduled within the subsequent 2 week period and identify progress made toward the completion of tasks described in the Scope of Work.

ARTICLE 4 – PERSONNEL AND EQUIPMENT

The CONSULTANT represents that it has, or will secure at its own expense all necessary personnel and equipment required to perform its portion of the services specified in this Agreement.

All services required hereunder shall be performed by the CONSULTANT or under its supervision shall be fully qualified and duly licensed and/or registered if required for the performance of the work

ARTICLE 5 – FEDERAL AND STATE TAX

The CONSULTANT, as an independent contractor described in shall be responsible for payment of its own FICA (Social Security) and other payroll and related expenses incurred with respect to the Agreement.

ARTICLE 6 – INSURANCE

The CONSULTANT shall obtain all insurance required as necessary, including Workers' Compensation Insurance, General Liability Insurance, and Professional Liability Insurance.

ARTICLE 7- INDEMNITY PROVISIONS

- A. CONSULTANT shall indemnify, defend, and hold CLIENT harmless from and against all claims, demands, liabilities and losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and court or proceeding

costs, that may be incurred or suffered by CLIENT and which arise solely from CONSULTANT's negligent acts or omissions.

- B. CLIENT shall indemnify, defend, and hold CONSULTANT harmless from and against all claims, demands, liabilities and losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and court or proceeding costs, that may be incurred or suffered by CONSULTANT and which arise solely from CLIENT's negligent acts or omissions.

ARTICLE 9 – CONFLICT OF INTEREST

The CONSULTANT represents that it and its sub-consultants presently have no interest, economic or otherwise, and shall acquire no such interests, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

ARTICLE 10 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the CLIENT. This shall be true even though persons employed by CLIENT are to be utilized in the work, and at times subject to the direction and control of CONSULTANT as to the manner and mode of performance of the work. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CLIENT shall be that of an Independent Contractor and not as employees or agents of the CLIENT.

ARTICLE 11 – ACCESS AND AUDITS

The CONSULTANT and its sub-consultants shall maintain adequate records including canceled checks, bank statements, payroll records, vendor invoices, mileage records, and other source documents which evidence expenditures, to justify all charges, expenses and costs incurred in performing the work for at least three (3) months after completion of this Agreement. The CLIENT shall have access to, and the right to examine, such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CLIENT'S cost, upon five (5) days written notice.

ARTICLE 12 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CLIENT and the CONSULTANT agree that this Agreement, including the Exhibits, sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 13 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that its principal member is, and will continue to be, duly licensed and registered in the State of Oregon, and that it will

at all times conduct its business activities in a manner consistent with the rules and regulations promulgated by agencies or associations which regulate the profession of which the CONSULTANT is a licensee/member.

ARTICLE 14 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the authorized representatives of the parties.

The CLIENT reserves the right to make changes in the services to be provided, so long as the proposed change in the service has been approved by the CLIENT, or its duly authorized agent. Upon receipt by the CONSULTANT of the CLIENT's notification of a contemplated change, the CONSULTANT shall (1) provide an estimate for the increase or decrease in cost and fees due to the contemplated change, (2) notify the CLIENT of any estimated change in the completion date, and (3) advise the CLIENT in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion date or schedules of this Agreement.

If the CLIENT so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CLIENT's decision to proceed with the change.

If the CLIENT elects to make the change, the CLIENT shall have an Amendment and the CONSULTANT shall not commence work on any such change until the written amendment has been signed by each of the parties and a Notice to Proceed has been issued.

ARTICLE 15 – WARRANTY AND LIABILITY

The CONSULTANT warrants that its services under this Agreement shall be performed in accordance with the CLIENT approved Scope of Work subject to the inspection and final approval of the CLIENT AND REGULATORY AGENCIES.

ARTICLE 16 – NOTICE TO PROCEED

The CONSULTANT shall not commence work upon any task as defined within the Scope or Work, including changes, until it receives a written Notice to Proceed from the CLIENT.

ARTICLE 17 – AUTHORITY

Each person placing his or her name on the signature line below on behalf of a party expressly represents that he or she is authorized to execute this Agreement on behalf of the party, and that all necessary preconditions to a grant of authority to execute the Agreement and bind the party thereto have occurred.

CLIENT
CITY OF PHOENIX
112 West 2nd Street
Phoenix, Oregon, 97535
Ph. 541-535-2050 ext. 316

Matt Brinkley, Interim City Manager

Date

CONSULTANT
NORTHWEST BIOLOGICAL CONSULTING
650 Ashland Street, Ashland, Oregon 97520
Ph. 541-941-2042

Scott English, Principal

Date

CITY OF PHOENIX
Wetland Mitigation Restoration Project
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit "A" SCOPE OF WORK



NORTHWEST BIOLOGICAL CONSULTING

HABITAT RESTORATION & ENVIRONMENTAL PLANNING

Engineering Contractor CA-599428 & OR-137378

Revised NBC Construction and Planting Cost Estimate for: **REVISED**
 2/4/2016

1. Restoration of ¼ + Acre Mitigation Wetland

- Clearing, Grubbing, Excavation, Shaping and Grading of Approximately 2000 Cu Yds of Soil Material. Includes Off-site Trucking and Disposal of Excess Material.

Estimate \$15,000

- Addition and placement of 200 cu yds of amended soil

Estimate \$1,000

- NBC Supervision of Layout and Grading

Estimate..... \$1,000

- Construction of one Rock Grade Control Structure , Including Purchase

Estimate..... \$3,000

- Purchase of Trees, Shrubs, Forbs, Seed, and Emergent Wetland Plants

- Estimate..... **\$5,000** (See Attached Proposed Plant List)

- Installation of All Plant Materials

Estimate..... \$2,000

- Soil Amendments MULCH

Estimate..... \$500

- Irrigation System Purchase and Installation

Estimate..... \$3,500

- Annual Maintenance Cost for Five Years

Estimate \$5,900...

- Annual Monitoring Report to DSL for Five Years + As Built Report

Estimate \$8,000

- Compensatory Wetland Mitigation Plan & Joint Permit Application

Estimate... ... \$5,000...

Total Cost \$49,900...

CITY OF PHOENIX
Wetland Mitigation Restoration Project
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit "B" DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT BETWEEN
CITY OF PHOENIX AND MARK KELLENBECK

RECITALS

WHEREAS, the City of Phoenix ("City") is a duly authorized municipal corporation under the laws of the State of Oregon; and

WHEREAS, Mark Kellenbeck ("Kellenbeck"), is the owner and developer of property located at 3850 Fen Valley Road (the "Property").

WHEREAS, Kellenbeck has assumed wetland mitigation obligations in connection with his purchase of the Property;

WHEREAS, the City and the City of Phoenix Urban Renewal Agency ("PHURA) is undertaking wetland restoration on property in connection with its City Center Project;

WHEREAS, the parties have agreed that the City will make available one-quarter acre of the wetland restoration area, already designated and agreed upon by the parties, to Kellenbeck to meet his mitigation obligations assumed in his purchase of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

TERMS

- 1. Duration.** This contract shall become effective the date this contract is fully executed as required by applicable law. The term of this Development Agreement ("Contract") is for two years from the date of its execution. Terms of this contract may be modified, supplemented or amended upon the parties' mutual agreement.
- 2. Payment.** The City, in consideration of \$49,900.00, will restore one-quarter (¼) acre of designated wetland within the area designated by the City that may be used by Kellenbeck, pursuant to approval of the Department of State Lands ("DSL"), for the purposes of satisfying wetland mitigation obligations incurred by Kellenbeck in connection with his acquisition of 3850 Fen Valley Road. It is understood by both parties that these funds are to be used to compensate the City for the costs of construction, maintenance, and monitoring of the Site as prescribed by the Compensatory Wetland Mitigation Plan ("CWMP"). Payment for the full amount shall be made to the City after the approval of the CWMP and Joint Permit Application to DSL and no later than May

31, 2016.

3. 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.

4. 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.

5. 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. In the event legal action is taken to enforce this Contract in the Circuit Courts of Oregon, the prevailing party shall be entitled to all attorney fees, costs and expenses incurred in connection with the enforcement of this Contract.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. Termination by mutual agreement. With the exception of a material breach of contract, for which the parties hereby acknowledge that time is of the essence, this Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

12. Obligations of Kellenbeck; Obligations of City. Kellenbeck shall assist the City in preparation of the CWMP, and preparation and filing of the JPA. City shall be responsible for the maintenance and monitoring of the mitigation site, as required by the anticipated CWMP subject to the City's approval and the conditions and obligations set forth in the CWMP. City shall also record a conservation easement for the mitigation site pursuant to the conditions and requirements of DSL for compensatory wetland mitigation.

13. Indemnification. City shall indemnify Kellenbeck from liability caused and directly attributable to the performance of the mitigation in the designated mitigation area, excepting any obligations presently unknown to the parties which may cause additional liabilities or regulatory obligations under state law.

MARK KELLENBECK

CITY OF PHOENIX

Date: _____

City Manager

Date: _____

Mayor

Approved as to form:

City Attorney

AGENDA BILL

AGENDA ITEM:

10d

AGENDA TITLE: A MOTION TO APPOINT MATT BRINKLEY AS THE ACTING EXECUTIVE DIRECTOR FOR THE PHOENIX URBAN RENEWAL AGENCY.

DATE: May 16, 2016

ACTION REQUIRED:

ORDINANCE: N/A

MOTION: XX

RESOLUTION: N/A

INFORMATION: N/A

EXPLANATION: Mr. Brinkley has been working closely with the Phoenix Urban Renewal Agency in his capacity as Planning Director and, now, Interim City Manager. Since the departure of its previous Executive Director, Mr. Brinkley has performed many of the responsibilities typically expected of that position.

To clarify organizational roles in the absence of a permanent Executive Director employed by PHURA, subject to and in accordance with the IGA defining the relationship between the City and PHURA, the PHURA Board of Directors voted unanimously to recommend that Mr. Brinkley be appointed as its Acting Executive Director. This is not a permanent appointment, and would not alter Mr. Brinkley's contractual relationship with the City.

FISCAL IMPACT: The time Mr. Brinkley commits to PHURA activities is tracked and will be invoiced to PHURA on a regular basis. The City will be reimbursed for his work for PHURA.

STAFF RECOMMENDATION: Approve the motion which will authorize the City Manager to negotiate and execute the agreement.

MOTION: "I MOVE TO APPOINT MATT BRINKLEY AS THE ACTING EXECUTIVE DIRECTOR FOR THE PHOENIX URBAN RENEWAL AGENCY."

PREPARED BY: M. Brinkley

REVIEWED BY:

AGENDA BILL

AGENDA ITEM: 10e

AGENDA TITLE: A Resolution establishing City Officials for the purpose of signing on behalf of the City of Phoenix for City Funds.

DATE: May 10, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: XX

MOTION: XX

INFORMATION: _____

EXPLANATION:

At the May 9, 2016 Special City Council meeting, Council appointed Matt Brinkley as the Interim City Manager. Adoption of the attached resolution authorizes the new Interim City Manager to be a signer on behalf of the City for City Funds, as well as all existing signors. All signors must sign the Resolution.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council adopt the Resolution as submitted.

MOTION: "I MOVE TO ADOPT RESOLUTION NO. _____, A RESOLUTION ESTABLISHING CITY OFFICIALS FOR THE PURPOSE OF SIGNING ON BEHALF OF THE CITY OF PHOENIX FOR CITY FUNDS."

PREPARED BY: Janette Boothe REVIEWED BY: _____

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING CITY OFFICIALS FOR THE
PURPOSE OF SIGNING ON BEHALF OF THE CITY OF PHOENIX
FOR CITY FUNDS.**

RECITAL:

WHEREAS, the City Council of the City of Phoenix deems it necessary to designate depositories for city funds and who shall sign on behalf of the city for city funds:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Phoenix, Oregon designates the following as depositories for city funds:

Umpqua Bank, Phoenix, Oregon
U S Bank, Medford, Oregon
Oregon State Local Government Investment Pool

BE IT FURTHER RESOLVED that the City Council of the City of Phoenix, Oregon hereby designates the elected and appointed officials listed below by name, title and signature, as authorized to sign on behalf of the City of Phoenix, for city funds:

Jeff Bellah, Mayor	_____
Bruce Sophie, Council President	_____
Carolyn Bartell, Council Vice President	_____
Matt Brinkley, Interim City Manager	_____

PASSED AND APPROVED by the City of Phoenix, Oregon, this 16th day of May, 2016.

Mayor Jeff Bellah

ATTEST:

Janette Boothe, City Recorder