

**CITY OF PHOENIX  
CITY COUNCIL MEETING  
PUBLIC WORKS OFFICE  
1000 S. "B" STREET  
MONDAY, JUNE 20, 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
- b) Parks and Greenway Commission
- c) City Council Issue Tracking Log..... p.1

**6) Presentations:**

- a) Bee City Proclamation for National Pollinator Week

**7) Public Hearing(s):**

- a) Approve a Resolution Adopting the 2016/17 Budget ..... p.5
- b) Approve a Resolution Declaring the City's Election to Receive State Shared Revenues..... p.9
- c) Approve a Resolution Certifying that the City of Phoenix Provides Four or More Municipal Services ..... p.11

**8) Consent Calendar:**

- a) Approval of Minutes from June 6, 2016 Regular City Council Meeting ..... p.13
- b) Approval of Minutes from May 23, 2016 Joint City Council and Planning Commission Meeting ..... p.17
- c) Acknowledge Approved Planning Commission Minutes ..... p.19
- d) May 2016 Financial Report..... p.25

**9) New Business:**

- a) Approve Renewal of School Resource Officer Contract for FY 2016/2017 ..... p.27
- b) Approve a Resolution Authorizing the Transfer of Appropriations to Prevent Over-Expenditure of Appropriations for Fiscal Year 2015/16..... p.37

***New business continued on next page***

- c) Approval of Chamber of Commerce Request for Funding ..... p.40
- d) Approve a Resolution Allowing Formation of Special Heritage District ..... p.41
- e) Discussion of Planning for Future Road Improvements ..... p.44
- f) Approve Renewal of Master Participating Agreement with Jackson County ..... p.45
- g) Approve a Resolution Authorizing the Mayor to Execute a Settlement Agreement and Mutual Release of Claims between the Cities of Phoenix and Talent ..... p.54

**10) Questions for Staff:**

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

**11) 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.

**12) Adjournment**

**Next City of Phoenix Scheduled Meetings:**

June 27, 2016	Planning Commission Meeting
July 4, 2016	HOLIDAY
July 5, 2016	City Council Meeting
July 11, 2016	Planning Commission Meeting
July 12, 2016	Phoenix Urban Renewal Board Meeting
July 18, 2016	City Council Meeting
July 25, 2016	Planning Commission Meeting

## Council Action Log

PW Superintendent Recruitment	Job description has been approved. Position announcement completed, awaiting review and approval by Mayor and CC President and Vice President prior to issuance	CM	High	5/27/2016
Water Rights	Joe Strahl was able to demonstrate full usage of water rights. We have received a letter confirming that, but it has not been reviewed by CM.	Council, CM	Low	Complete, pending review of letter
Personnel Manual	City Attorney is making updates to personnel manual based on outcome of Council study session. CM to follow up with him before next CC meeting and update Council.	CM	Medium	7/1/2016
Fire District Five Contract	FD5 board has not met yet to discuss possible purchase of the building, but they are very interested.	CM, Council	Low	8/1/2016
3% Marijuana Tax	Ordinance to Council for approval at June 6 meeting, then submitted to County	CA, CM, REC	High	July 16
Negotiate Union Contracts	Schedule study session in early June. Notify the bargaining unit of internet to negotiate thereafter.	CM, Council	High	6/15/2016
City Website re-design	Council will revisit website in July	CM	High	July 16
N. Rose Connection TAP Line	Awaiting signed addendum before NTP is executed	PD, CM, PWD	High	April 16
Talent/Phoenix Water Meter	Mayors and CMs meeting on May 26 to discuss water loss and possible financial compensation. Report back to CC at its June 6 meeting.	CM	High	5/26/2016

SCADA Upgrade	SCADA upgrade to start in Talent May 31st with work in Phoenix starting the following weekend. Postponed from week of May 23 start due to potential service interruptions that could have occurred during Memorial Day weekend.	PWD, CM	Medium	May 16
ADA Ramps Fixing	Project engineer met with Pilot Rock and concrete subcontractor to discuss. Subcontractor indicated willingness to repair/replace any deficient ramps. Project engineer also contacted ODOT to get technical guidance for the work. Engineer is also meeting with project manager from Knife River.	PD, CM, PWD	High	July 16
Review of Contracts	Builders Contract needs to be reviewed if company changes.	CM, PD	Low	2017
Transportation system Plan	Second joint meeting completed May 23. Planning Commission public hearing on June 27; CC public hearing at second meeting in July.	PD	High	7/1/2017
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	Medium	8/1/2016
Create low income subsidy for water bills	Bills with program selection box have been completed and should go out in the May billing cycle.	CM FD	Low	6/1/2017
Update Parks Master Plan	Planning next public open house for June 4.	PWD, PD	Medium	8/1/2016
Urban Growth Management Plan	Need to form CAC to update City's Comp Plan (Housing, Economic, Urbanization, other elements)	Planning	High	December 16
First Street Sidewalk and Storm Drain	Plans and bid docs complete, bid in early June	PWD, CM, PD	Medium	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
Main Street resurfacing	CM to develop work plan to explore options for resurfacing Main & other City streets	CM, UR, PW	Low	9/1/2016
3-5 year financial for budget	Three to five year budget will be part of the budget process.	CM, FD	Completed	
Bridge Medallions	Staff to refine design and discuss spec with ODOT	CM, PW	High	6/15/2016
Recruitment for new Council Member	Council to review applicant at first meeting in July	CM	High	7/15/2016
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
Main Street landscaping				
<b>COMPLETED</b>				
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		Needs new date April 16

## **CITY OF PHOENIX OREGON PROCLAMATION**

**WHEREAS**, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

**WHEREAS**, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, diverse urban and suburban ecosystems; and

**WHEREAS**, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic developmental opportunities; and

**WHEREAS**, the City of Phoenix manages urban landscapes and public lands that include municipal parks and greenways as well as wildlife habitats; and

**WHEREAS**, the City of Phoenix has committed to promoting wise conservation stewardship, including the protection of pollinators and maintenance of their habitats in urban and suburban environments;

**NOW, THEREFORE**, I, Jeff Bellah, Mayor of Phoenix, Oregon, do hereby proclaim the week of June 20 – 26, 2016 as our city’s observance of **National Pollinator Week** and, Phoenix, Oregon as an affiliate of **Bee City USA®**, urges all citizens to recognize this observance.

**IN WITNESS WHEREOF, I  
hereunto set my hand and  
cause the seal of the City of  
Phoenix to be affixed this  
20<sup>th</sup> day of June, 2016**

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**Jeff Bellah  
Mayor, City of Phoenix**

AGENDA BILL

AGENDA ITEM: 7a

AGENDA TITLE: Resolution adopting the FY 2016/17 Budget

DATE: May 20, 2016

**ACTION REQUIRED:**

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

RESOLUTION: XX

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

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

**EXPLANATION:**

Before adopting the budget, Council is required to hold a public hearing to receive comments. It is required that the budget be published at least 5 days prior to the hearing. The budget was published on May 26, 2016 meeting that requirement. There have been no changes to the budget since the Budget Committee approved it on May 18, 2016. Attached is a resolution adopting the FY 2016/2017 Budget.

**FISCAL IMPACT:**

2016/2017 Budget

**ALTERNATIVES:**

None offered.

**STAFF RECOMMENDATION:**

Staff recommends adopting the Budget Resolution.

**MOTION: "I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_, ADOPTING THE BUDGET, MAKING APPROPRIATIONS AND AUTHORIZING FUND TRANSFERS AND LEVYING AND CATEGORIZING TAXES FOR FISCAL YEAR 2016/2017 FOR THE CITY OF PHOENIX."**

PREPARED BY: Steve Weber

REVIEWED BY: MB

**CITY OF PHOENIX  
PHOENIX, OREGON**

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

**A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS AND LEVYING AND CATEGORIZING TAXES FOR FISCAL YEAR 2016/17 FOR CITY OF PHOENIX.**

**ADOPTING THE BUDGET**

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS**, following a public hearing on June 20, 2016, adopts the budget for fiscal year 2016/17 in the sum of \$8,406,221, now on file in the office of the City Manager/Recorder at 112 West 2<sup>nd</sup> Street, Phoenix, Oregon.

**MAKING APPROPRIATIONS**

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS**, that the amounts for the fiscal year beginning July 1, 2016, and for the purpose shown below are hereby appropriated:

**GENERAL FUND,**

Executive .....	\$	92,565
Administration .....		133,985
Police Department .....		1,188,885
Planning .....		185,130
Building Department .....		122,075
Parks Department .....		106,435
Non-Departmental .....		45,335
Transfers .....		82,485
Contingency .....		100,000
<b>TOTAL GENERAL FUND .....</b>	<b>\$</b>	<b>2,056,895</b>

**STREET FUND:**

Personal Services .....	\$	213,095
Materials & Services .....		254,150
Transfers .....		42,915
Contingency .....		75,000
<b>TOTAL STREET FUND .....</b>	<b>\$</b>	<b>585,160</b>

**ADVERTISING PROMOTION FUND:**

Materials & Services .....	\$	5,000
<b>TOTAL ADVERTISING PROMOTION FUND .....</b>	<b>\$</b>	<b>5,000</b>

**TOURIST USAGE FUND:**

Materials & Services .....	\$	14,500
<b>TOTAL TOURIST USAGE FUND .....</b>	<b>\$</b>	<b>14,500</b>

PARKS & RECREATION SDC FUND:	
Capital Outlay .....	\$ 95,000
TOTAL PARKS & RECREATION SDC FUND .....	\$ 95,000
GREENWAY MAINTENANCE RESERVE FUND:	
Materials & Services .....	\$ 2,600
TOTAL GREENWAY MAINTENANCE RESERVE FUND .....	\$ 2,600
STREET SDC FUND:	
Capital Outlay .....	\$ 325,287
Transfers .....	26,400
TOTAL STREET SDC FUND .....	\$ 351,687
PHURA BOND FUND:	
Materials & Services .....	\$ 1,265,608
Debt Service .....	\$ 234,092
TOTAL PHURA BOND FUND .....	\$ 1,499,700
WATER FUND:	
Personal Services .....	\$ 423,240
Materials & Services .....	553,320
Transfers .....	183,296
Debt Service .....	130,795
Contingency .....	100,000
TOTAL WATER FUND .....	\$ 1,390,651
WATER SDC FUND:	
Transfers .....	\$ 25,725
TOTAL WATER SDC FUND .....	\$ 25,725
STORMWATER SDC FUND:	
Transfers .....	\$ 15,685
TOTAL STORMWATER SDC FUND .....	\$ 15,685
CAPITAL RESERVE FUND:	
Materials & Services .....	\$ 50,000
Capital Outlay .....	\$ 232,829
TOTAL CAPITAL RESERVE FUND .....	\$ 232,829
Total Appropriations, All Funds .....	\$ 8,113,061
*Total Unappropriated, All Funds .....	\$ 3,580,228
TOTAL ADOPTED BUDGET .....	\$11,693,289

\*Note that the total appropriation amount is not equal to the amount of the total adopted budget. This is explained by the fact that there are unappropriated ending balances and/or amounts reserved for future expenditure in some of the funds. Such amounts are not appropriated, accounting for the difference.

**IMPOSING THE TAX**

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS**, hereby imposes the taxes provided for in the adopted budget at the rate of **\$3.6463** per \$1,000 of assessed value for operations, and that these taxes are hereby imposed and categorized for tax year 2016/17 upon the assessed value of all taxable property within the City of Phoenix. This is the same rate that was used in the prior fiscal year.

**CATEGORIZING THE TAX**

	Subject to the General Government Limitation	Excluded From the Limitation
General Fund	<b>\$3.6463</b>	-0-

The above resolution statements were approved and declared adopted on this 20th day of June, 2016.

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

ATTEST:

\_\_\_\_\_  
Janette Boothe, City Recorder

**AGENDA BILL**

AGENDA ITEM: 76

AGENDA TITLE: A Resolution Declaring the City's Election to Receive State Shared Revenues.

DATE: May 20, 2016

**ACTION REQUIRED:**

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

RESOLUTION: XX

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

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

**EXPLANATION:**

The Oregon Department of Administrative Services requires that cities hold two public hearings in order to receive State Shared Revenues: one before the Budget Committee and one before the City Council. The Budget Committee held its public hearing on May 4, 2016. This represents the Council's public hearing on the City's election to receive State Shared Revenues. Adoption of the attached resolution will meet the requirement of the Oregon Department of Administrative Services for the city to continue to receive State Shared Revenues.

**FISCAL IMPACT:**

Received in General Fund.

**ALTERNATIVES:**

None offered.

**STAFF RECOMMENDATION:**

Staff recommends Council adopt the attached resolution declaring the City's election to receive State Shared Revenues.

**MOTION: "I MOVE TO ADOPT RESOLUTION NO \_\_\_\_\_, DECLARING THE CITY'S ELECTION TO RECEIVE STATE SHARED REVENUES."**

PREPARED BY: Steve Weber

REVIEWED BY: MB

**CITY OF PHOENIX  
PHOENIX, OREGON**

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

**A RESOLUTION DECLARING THE CITY'S ELECTION TO  
RECEIVE STATE SHARED REVENUES**

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS:**

Section 1. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2016-2017.

Passed by the City Council this 20th day of June, 2016.

Approved by the Mayor this 20th day of June, 2016.

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

ATTEST:

\_\_\_\_\_  
Janette Boothe, City Recorder

I certify that a public hearing before the Budget Committee was held on May 4, 2016, and a public hearing before the City Council was held on June 20, 2016, giving citizens an opportunity to comment on the use of State Revenue Sharing.

\_\_\_\_\_  
Janette Boothe, City Recorder

**AGENDA BILL**

AGENDA ITEM: 7C

AGENDA TITLE: A Resolution Certifying that the City of Phoenix Provides Four or More Municipal Services

DATE: May 20, 2016

**ACTION REQUIRED:**

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

RESOLUTION: XX

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

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

**EXPLANATION:**

In order to receive State Shared Revenues, the City must pass a resolution certifying that the City provides four or more municipal services. The attached resolution indicates that four or more services are provided.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

None offered.

**STAFF RECOMMENDATION:**

Staff recommends adoption of the resolution.

**MOTION: "I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_, CERTIFYING THAT THE CITY OF PHOENIX PROVIDES FOUR OR MORE MUNICIPAL SERVICES ."**

PREPARED BY: Steve Weber REVIEWED BY: MB

**CITY OF PHOENIX  
PHOENIX, OREGON**

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

**A RESOLUTION CERTIFYING THAT THE CITY OF PHOENIX PROVIDES FOUR OR MORE MUNICIPAL SERVICES IN ACCORDANCE WITH THE REQUIREMENTS OF ORS 221.760, SECTION 1.**

**WHEREAS**, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 336.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police Protection
- (2) Fire Protection
- (3) Street Construction, Maintenance and Lighting
- (4) Sanitary Sewer
- (5) Storm Sewers
- (6) Planning, Zoning and Subdivision control
- (7) One or more utility services; and,

**WHEREAS**, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 271.760.

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS**, that the City of Phoenix hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

- (1) Police Protection
- (2) Street Construction, Maintenance and Lighting
- (3) Planning, Zoning and Subdivision Control
- (4) One or more utility services.
- (5) Storm Sewers
- (6) Fire Protection

**APPROVED** by the City of Phoenix, Oregon, this 20<sup>th</sup> day of June 2016.

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

ATTEST:

\_\_\_\_\_  
Janette Boothe, City Recorder

**City of Phoenix**  
**City Council Executive Session/Meeting**  
**Public Works Office**  
**1000 S. "B" Street**  
**Monday, June 6, 2016**

**DRAFT**

**CALL TO ORDER**

Mayor Jeff Bellah called the special meeting of the City Council to order on Monday, June 6, 2016 at 6:00 p.m. in the Public Works Office.

**ROLL CALL**

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

**ABSENT:** Bruce Sophie

**Staff Present:** Matt Brinkley, Interim City Manager  
Ryan Kirchoff, City Attorney

Mayor Bellah convened into executive session at 6:01 p.m. under ORS 192.660 (2)(d), for the purpose of conducting deliberations with persons designated by the governing body to carry on labor negotiations.

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, June 6, 2016 at 6:30 p.m. in the Public Works Office.

**ROLL CALL**

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

**ABSENT:** Bruce Sophie

**Staff Present:** Matt Brinkley, Interim City Manager  
Janette Boothe, Interim Finance Director/City Recorder  
Derek Bowker, Chief of Police  
J. Ryan Kirchoff, City Attorney

**PLEDGE OF ALLEGIANCE**

### Mayor's Comments

Mayor Bellah noted he will reserve his comments for later in the meeting.

### UPDATES/REPORTS:

- 1) PHURA – Matt Brinkley brought up that on Wednesday night at 6:30 there will be a joint meeting with PHURA to discuss the location for the plaza building and the cleanup of some of the PHURA properties. The Wise property will be cleaned up soon and the resident has vacated the Green property. The Urban Renewal would like to sell that property and has a tenant who may be interested.
- 2) Parks and Greenway Commission  
Counselor C. Bartell discussed the open house last Saturday which had approximately 70-80 attendees. Matt Brinkley stated the parks survey was released to everyone, both in printed and online formats. Mayor Bellah said he got feedback from citizens on a variety of topics including the road diet at the open house.

### PRESENTATIONS:

- 1) Rogue Valley Heritage District presented by Dick Croly and Alan Deboer  
Alan Deboer opened his presentation by asking the Council to include the City of Phoenix in a proposal for 5 cents per \$1,000 property tax to support Heritage Matters. Rick Dyer, Jackson County Commissioner, emphasized this ought to be a county wide decision which is why they are working to get it on the ballot. The 5 cent tax would bring in about \$850,000 for funding for local Historical Societies. It would also allow the City of Phoenix to be within Heritage District boundaries. Discussion followed. Mayor Bellah suggested staff draft a resolution to be discussed at the next meeting.
- 2) Chamber of Commerce presented by Melissa Wagy: Not present.

### CONSENT CALENDAR:

- 1) Approval of Minutes from May 16, 2016 Regular City Council Meeting  
Mayor Bellah requested this be discussed separately from the remaining item. **MOVED BY S. BARTELL, SECONDED BY HELFRICH, TO APPROVE THE CONSENT CALENDAR.** There was no further discussion.

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

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

**MOTION APPROVED WITH FOUR AYES**

- 2) Approval of Liquor License for Summit Beverage of Oregon  
Matt Brinkley stated Summit Beverage will distribute their products from this location. It will be a closed door facility. Discussion followed. **MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE THE LIQUOR LICENSE FOR SUMMIT BEVERAGE OF OREGON.**

**ROLL CALL VOTE AS FOLLOWS:  
Ayes: C. Bartell, S. Bartell, Luz, and Helfrich  
MOTION APPROVED WITH FOUR EYES**

**UNFINISHED BUSINESS:**

- 1) Approval of a Liquor License for Biologic Brewing Supply, 4543 S. Pacific Hwy  
Matt Brinkley stated that an informal inspection was done and discussed with the proprietor, Alex Ganos. The potential implications were the business operations. The building inspector was informed they may be serving food at a later date. In order to comply with ADA accessibility, occupant load, etc., the company will have to do a formal inspection to determine the next course of action; however, it can be approved for a liquor license the way it is set up right now. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO APPROVE THE LIQUOR LICENSE FOR BIOLOGIC BREWING SUPPLY, LLC.**

**ROLL CALL VOTE AS FOLLOWS:  
Ayes: C. Bartell, S. Bartell, Luz, and Helfrich  
MOTION APPROVED WITH FOUR EYES**

**NEW BUSINESS:**

- 1) Approval of Tentative Agreement with City of Talent Concerning Water Loss  
City Manager Matt Brinkley and Mayor Bellah met with representatives of Talent, the mayor, city manager, and public works superintendent, to discuss the amount of water inadvertently charged to the City of Phoenix through a faulty meter or bypass valve. The compromise agreement is that the City of Talent would pay a one-time sum of \$40,000 to the City of Phoenix which would cover approximately the last three years of water loss. Rather than going back further than that, Mayor Bellah emphasized the importance of maintaining a good relationship with the City of Talent for the future. Discussion followed. Mayor Bellah proposed a motion which would support the agreement with the City of Talent. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO APPROVE THE COMPROMISE AGREEMENT BETWEEN THE CITIES OF TALENT AND PHOENIX REGARDING A ONE-TIME WATER LOSS REBATE.**

**ROLL CALL VOTE AS FOLLOWS:  
Ayes: C. Bartell, S. Bartell, Luz, and Helfrich  
MOTION APPROVED WITH FOUR EYES**

- 2) Approve Updated Personnel Manual  
Mayor Bellah's concerns about the personnel manual were that there are many different versions of it. In addition, ensuring there is no language in the manual that is no longer relevant or applicable. Matt Brinkley proposed using some of the changes the City Attorney has made to the personnel manual. Mayor Bellah requested current staff look over the personnel manual. Edits to the personnel manual will take place and an updated version should be completed by July or August of this year. Further discussion followed. Council's consensus was to bring the updated personnel manual to Council in August for approval.

3) Discuss Collective Bargaining Agreement

Following the executive session which took place before the regularly scheduled meeting, Mayor Bellah would like staff to send a letter to the Union about negotiating the two union contracts currently in place and would like to start as soon as possible.

**STAFF REPORTS:**

1) City Attorney's Report:

a) Attorney Kirchoff: Nothing to report. Mayor Bellah would like the City Attorney to go over the Arbitration Report.

2) City Manager's Report:

a) Mr. Binkley announced that the results from the geotechnical report have been received. They will be discussed more in depth at the joint meeting on Wednesday night. Matt Brinkley then went into more detail about the fill and soil conditions east of Main street. He also discussed the meeting with other cities regarding the Medford Water Commission's new rates. Local cities are determining water usage during the peak hour and seeking solutions to improve water distribution during that time. Further discussion followed.

**MAYOR'S COMMENTS:**

Mayor Bellah stated that he is still hearing complaints about the road diet on Main St. and would like to have it as an agenda item for discussion. It would be beneficial to discuss how to best evaluate and determine the next course of action for the road, whether slurry seal, restriping, and if it will stay as one lane or go back to two. Counselor C. Bartell also noted that people are still complaining about the single lane but feel like they are not being heard. Discussion followed.

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

ATTEST:

\_\_\_\_\_  
Janette Boothe, City Recorder

Sarah Lind  
Executive Assistant

AGENDA ITEM

**I. ROLL CALL**

Vice Chair George "Ike" Eisenhower called the meeting to order at 6:30 PM. In attendance were Commissioners Atkin, Farlow, and Couch. Chair Summerhays was absent. City Council members in attendance were Mayor Bellah, Councilors Sophie, C. Bartell, S. Bartell, and Helfrich. Counselor Luz was absent. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

**II. APPROVAL OF THE AGENDA**

No changes to the agenda.

**III. APPROVAL OF MINUTES**

**A. MINUTES FROM APRIL 25, 2016 – REGULAR PLANNING COMMISSION MEETING**

Minutes from April 25, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER FARLOW, SECONDED BY COMMISSIONER ATKIN, TO APPROVE THE MINUTES AS PRESENTED.**

**ROLL CALL VOTE AS FOLLOWS:**

**AYES: ATKIN, COUCH, FARLOW, EISENHAUER (4)**

**NAYS: NONE (0)**

**ABSTENTIONS: SUMMERHAYS (1)**

**IV. JOINT STUDY SESSION ON TRANSPORTATION SYSTEM PLAN UPDATE**

Mr. Brinkley updated the planning commission on the progress of the Transportation System Plan. The TSP covers all modes of transportation from pedestrian, to freight, to vehicular transportation.

He started his presentation on the Transportation System Plan by stating all the projects will be examined and emphasizing the history and importance of the Transportation System Plan element of the Comprehensive Plan. The old Transportation System Plan has been in place since 2003 and does not take into account many of the recent changes to the city's transportation system.

Mr. Brinkley explained how projects are organized based on whether the project addresses a current transportation deficiency, when it could be constructed, and whether or not funding is available. Broad goals of the TSP include safety, mobility, and livability.

He then continued his presentation by reviewing proposed projects in detail. Discussion about individual projects took place as questions arose during the presentation. In particular, there was discussion about the implementation of a Conceptual Street Network for PH-5 and PH-10, improving the railroad crossing at Glenwood Drive, restriping of OR99 in PH-3 to include bike lanes, and realigning the entrance to the Pacific Village at Rose Street and OR99.



**JOINT STUDY  
SESSION ON  
TRANSPORTATION  
SYSTEM PLAN  
UPDATE (CONT.)**

Deficiencies were identified in the existing transportation network and solutions were proposed. Mr. Brinkley stated that the City wanted some flexibility for design in this TSP.

After his presentation, Mr. Brinkley asked for comments to be emailed to him by May 27th.

Commissioner Couch said he would like to add a traffic calming device on First Street to the list. Further discussion followed.

There will be a public hearing before the Planning Commission in June and before City Council in July.

Further discussion followed about various projects and ideas, specifically projects included in PH-3. There was broad interest the Coleman Creek culvert replacement project and many thought it should be a higher priority project.

None.

**V. OLD BUSINESS**

None.

**VI. PUBLIC COMMENTS**

The meeting was adjourned at 8:15 pm.

**VII. ADJOURNMENT**

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**Micki Summerhays, Chair**

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**Matt Brinkley, Planning Director**

**AGENDA ITEM**

**I. ROLL CALL**

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

**II. APPROVAL OF THE AGENDA**

No changes to the agenda.

**III. APPROVAL OF MINUTES**

**A. MINUTES FROM MARCH 14, 2016 – REGULAR PLANNING COMMISSION MEETING**

Minutes from March 14, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER COUCH, SUPPORTED BY COMMISSIONER EISENHAUER, TO APPROVE THE MINUTES AS PRESENTED.**

**ROLL CALL VOTE AS FOLLOWS:**

**AYES: ATKIN, COUCH, FARLOW, EISENHAUER & SUMMERHAYS (5)**

**NAYS: NONE (0)**

**ABSTENTIONS: NONE (0)**

**B. MINUTES FROM MARCH 28, 2016 – REGULAR PLANNING COMMISSION MEETING**

Minutes from March 28, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER COUCH, SUPPORTED BY COMMISSIONER ATKIN, TO APPROVE THE MINUTES AS PRESENTED.**

**ROLL CALL VOTE AS FOLLOWS:**

**AYES: ATKIN, COUCH, FARLOW & SUMMERHAYS (4)**

**NAYS: NONE (0)**

**ABSTENTINOS: EISENHAUER (1)**

**IV. JOINT STUDY SESSION ON TRANSPORTATION SYSTEM PLAN**

Mr. Brinkley explained to the Commissioners why City Council is not attending tonight's meeting. Members of the Council were unsure whether the meeting was properly noticed and decided not to attend. There was discussion. Commissioner Atkin pointed out that one of the attendants tonight, who was a Phoenix citizen, even brought a printed out agenda for the meeting. She said that she as well found all the information for tonight's meeting online.

Mr. Brinkley started his presentation on the Transportation System Plan by pointing out the highlights of the document. He explained the connection of the Transportation System Plan to the Comprehensive Code and other documents. He also outlined all the public input that took place up to this point in time.

Deficiencies were identified and solutions were proposed including a "ready-to-adopt" section for the Land Development Code.

Mr. Brinkley then continued his presentation by going thru the proposed projects in detail. There was continued discussion about the Transportation System Plan in general as well as some specific projects.

After his presentation, Mr. Brinkley asked the Commissioners to submit their comments to him by May 9, 2016.

There will also be a second Joint Study Session with City Council on May 23, 2016.

Mr. Brinkley asked the Commissioners if they think it is necessary to go through the Transportation System Plan update project-by-project at the joint study session, or not. The agreement was to present the TSP update project-by-project.

After that, there will be a public hearing before the Planning Commission in June and before City Council in July.

V. OLD BUSINESS

None.

VI. PUBLIC COMMENTS

Dawn KC, said that there is a big parking problem on North Pine Street between Third and Fifth Street. Mr. Brinkley said that the City has 60 feet of right-of-way and it would be possible to construct a sidewalk plus parking spaces.

Commissioner Couch said that we have to make sure to give the citizens in that area plenty of notice before the City takes any kind of action. Mr. Brinkley said that he would never agree to a road design that would sacrifice the safety of children. There were no further comments from the public.

VII. PLANNING DIRECTOR'S REPORT

Mr. Brinkley said that we are waiting for the geotechnical report for one of the proposed locations for the Community Center.

Also, the City will be doing the landscaping islands on Main Street soon. We should receive a list of proposed plants, soon.

Mr. Brinkley said that he requested funds for the new fiscal year for a local economic opportunity analysis.

Commissioner Couch requested a report about a tree recently removed without permits on Church Street.

Mr. Brinkley said that the tree was removed without the knowledge of the property owner. It was removed by the power company. He said that he talked to the arborist who said that the tree was within five years of dying, as stated in an arborist report. He added that we will have to take a look at the tree removal ordinance in the near future.

VIII. ADJOURNMENT

The meeting was adjourned at 7.50 pm.

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Micki Summerhays, Chair

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Matt Brinkley, Planning Director

**AGENDA ITEM**

- I. ROLL CALL
 

Chair Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Atkin, Farlow, Couch, and Chair Summerhays. Commissioner Eisenhauer was absent. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.
  
- II. APPROVAL OF THE AGENDA
 

Add III. Approval of Minutes from February 22, 2016.
  
- III. APPROVAL OF MINUTES
  - A. MINUTES FROM FEBRUARY 22, 2016 – REGULAR PLANNING COMMISSION MEETING
 

Minutes from February 22, 2016 – Regular Planning Commission Meeting. MOVED BY COMMISSIONER ATKIN, SUPPORTED BY COMMISSIONER FARLOW, TO APPROVE THE MINUTES WITH ONE MINOR CHANGE.

ROLL CALL VOTE AS FOLLOWS:  
 AYES: ATKIN, FARLOW & COUCH (3)  
 NAYS: NONE (0)  
 ABSTENTIONS: SUMMERHAYS (1)
  
- IV. NEW BUSINESS
  - A. DESIGNATE STAFF PERSON TO OVERSEE LANDMARK SIGN REVIEW
 

Mr. Brinkley explained that the Land Development Code allows for landmark signs which are of historical or architectural importance. The Planning Commission can review those permit applications or designate a staff person to do so.

Mr. Brinkley gave a brief history about the specific sign to be installed. There was discussion on how to phrase the motion.

MOVED BY COMMISSIONER FARLOW, SUPPORTED BY COUCH, TO APPOINT PLANNING DEPARTMENT STAFF TO REVIEW THE LANDMARK SIGN PROGRAM APPLICATION.

ROLL CALL VOTE AS FOLLOWS:  
 AYES: ATKIN, FARLOW, COUCH & SUMMERHAYS (4)  
 NAYS: NONE (0)  
 ABSTENTIONS: NONE (0)

THE MOTION PASSED.
  
- V. OLD BUSINESS
  - A. CONTINUE DISCUSSION OF THE FINAL DRAFT OF THE REGIONAL ECONOMIC OPPORTUNITY STUDY
 

Mr. Brinkley said that we are now at the point where we have a final document. The most important part included in the documents is the recommendation to include all of the employment land in PH-5 in the UGB expansion. Mr. Brinkley said that the land along the most northern end of PH-5 will most likely not be part of this UGB amendment which underscores the need to bring all of the other employment land in. However, this land could effectively be used as a buffer zone.

There was discussion about parcel size and possible uses. Mr. Brinkley would like the Commissioners to get back to him with any comments they have.

This document will become part of the UGB amendment which will expectantly be submitted to Jackson County by early 2017.
  
  - B. CONTINUE DISCUSSION OF HOUSING NEEDS ANALYSIS
 

Mr. Brinkley said that this document is now pretty much final, too. He gave a brief history of the document. With this installment, we now have the amount of demand for residential land that will get generated over the next 20 years as well as the amount of land the City will need.

- B. CONTINUE DISCUSSION OF HOUSING NEEDS ANALYSIS  
There was discussion.  
Commissioner Couch wanted to know how the City decides about which land will and will not be part of the UGB amendment. Mr. Brinkley explained the background of the RPS. All those studies to determine potential properties were part of the original RPS plan. There was discussion.
- C. CONTINUE DISCUSSION OF TRANSPORTATION SYSTEM PLAN UPDATE  
Mr. Brinkley said that we now also have the final document for the transportation system plan update. There was discussion.  
Mr. Brinkley would like the Commissioners to come up with a date for a joint study session with City Council. There was discussion.
- MOVED BY COMMISSIONER ATKIN, SUPPORTED BY COMMISSIONER COUCH, TO INVITE CITY COUNCIL TO A REGULAR PLANNING COMMISSION MEETING IN MAY FOR A JOINT STUDY SESSION TO DISCUSS THE TRANSPORTATION SYSTEM PLAN UPDATE
- ROLL CALL VOTE AS FOLLOWS:  
AYES: ATKIN, FARLOW, COUCH & SUMMERHAYS (4)  
NAYS: NONE (0)  
ABSTENTIONS: (0)
- THE MOTION PASSED UNANIMOUSLY.
- VI. PUBLIC COMMENTS  
None.
- VII. COMMENTS FROM COMMISSIONERS  
Commissioner Couch was wondering when it is appropriate to send recommendations from the Planning Commission to the other commissions in the City about certain projects. Mr. Brinkley answered that whenever the Planning Commission feels it is necessary to do so, they can do it.  
Commissioner Farlow said that he would like to reopen the discussion on how to accommodate housing for the homeless. There was discussion. Commissioner Farlow wanted to see this item on the agenda in the near future.  
Commissioner Atkin wanted to know if it was made sure that the people at the Bavarian Hotel will get sufficient notice before the demolition of the hotel. Mr. Brinkley said that the City will make sure that they will get sufficient notice.
- VIII. PLANNING DIRECTOR'S REPORT  
Mr. Brinkley said that he wants the Planning Commission to look at "tree protection provisions" in the near future to figure an enforcement mechanism. There was discussion. Chair Summerhays said that she is pretty sure that the City did a tree inventory in the past.
- IX. ADJOURNMENT  
The meeting was adjourned at 8.05 pm.

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Micki Summerhays, Chair

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Matt Brinkley, Planning Director

AGENDA ITEM

- |   |   |
|---|---|
| I. ROLL CALL  | Chair Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Eisenhauer, Atkin, Couch, Farlow, and Chair Summerhays. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.  |
| II. APPROVAL OF THE AGENDA  | Mr. Brinkley said he would like to add an agenda item under New Business: Planning Commission representation on the Parks, Recreation & Open Space Plans Update Committee.  |
| III. NEW BUSINESS:<br>A. DISCUSSION OF THE FINAL DRAFT OF THE REGIONAL ECONOMIC OPPORTUNITY STUDY   | Mr. Brinkley reminded the Planning Commission that the Regional Problem Solving Plan requires Phoenix to conduct a Regional Economic Opportunity Study before any amendments of the UGB.<br><br>The most important item of the final draft was the calculation of demand for employment land. Phoenix will have to demonstrate, as part of the UGB amendment, that there is an actual need for employment land over the next 20 years.<br><br>There was discussion about the results of the demand for employment land and the Regional Economic Opportunity Study in general<br><br>Mr. Brinkley said this study will get incorporated into the five conceptual land use and transportation scenarios which are in the process of being reviewed at the moment. He added that there will also be a local economic opportunity study. |
| B. DISCUSSION OF FINAL DRAFT OF THE TRANSPORTATION SYSTEM PLAN                                      | There was discussion about the current state of all construction projects going on in town at the moment. Mr. Brinkley reminded the Commissioners that he would like any comments back as soon as possible and that there will be a joint study session with City Council in April.   |
| C. PLANNING COMMISSION REPRESENTATION ON THE PARKS, REC-REATION & OPEN SPACE PLANS UPDATE COMMITTEE | Mr. Brinkley asked for a Planning Commissioner to volunteer and serve as a liaison on the parks, recreation & open space plans update commission. Commissioner Couch volunteered.   |
| IV. OLD BUSINESS  | None.   |
| V. PUBLIC COMMENTS  | None.   |
| VI. COMMENTS FROM COMMISSIONERS   | Commissioner Couch would like to have the Planning Commission to send a letter of appreciation to former Commissioner Weiss.<br><br>Commissioner Eisenhauer said that he thought the developer of the Storage Units at Exit 24 was supposed to retain as many trees as possible.<br><br>Mr. Brinkley responded that the trees along Payne Creek were removed because the entire streambank is going to be regraded. The developer and Oregon Department of Fish and Wildlife did work things out and additional trees will get added to the landscape plan to mitigate the loss.  |
| VII. PLANNING DIRECTOR'S REPORT   | None.   |
| VIII. ADJOURNMENT   | Chair Summerhays adjourned the meeting at 7:15 pm.  |



CITY OF PHOENIX PLANNING COMMISSION  
REGULAR MEETING  
MARCH 14, 2016

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Micki Summerhays,  
Chair

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Matt Brinkley, Planning  
Director



To: Mayor and Council  
 From: Janette Boothe, Interim Finance Director  
 Date: June 10, 2016  
 Subject: May 2016 Financial Statements

**Background:**

The May 31, 2016 financial statements reflect the first 11 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 and within budget authority.

<u>General Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
Revenues	\$ 1,737,388	\$ 1,859,044	93%	\$ 1,588,085
Expenditures				
Executive	\$ 112,949	\$ 89,150	127%	\$ 91,822
Admin	\$ 120,277	\$ 127,455	94%	\$ 104,931
Police	\$ 1,105,893	\$ 1,226,750	90%	\$ 1,014,651
Planning	\$ 114,939	\$ 133,010	86%	\$ 100,747
Building	\$ 91,404	\$ 102,110	90%	\$ 85,323
Parks	\$ 87,959	\$ 99,160	89%	\$ 74,373
Interdepartment	\$ 93,486	\$ 87,999	106%	\$ 71,228
Transfers	\$ -	\$ 2,000	0%	\$ -
Contingency		\$ 154,280	0%	\$ -
Total Expenditures	\$ 1,726,907	\$ 2,021,914	85%	\$ 1,543,075
Revenues over/(under) Expenditures	\$ 10,481	\$ (162,870)		\$ 45,010

**General Fund:** Year to date, revenues exceed expenditures by \$10,481 (\$1,737,388 vs. \$1,726,907). Overall, revenues are coming in as targeted at 93.46% for the year. As discussed in the April Financial Report, two of the 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. The other significant increase is in personal services in the Executive fund, due to the severance pay for the City Manager. Most expenditure categories are coming in on target, as total general fund expenditures are at 85.49% for the year.

<u>Street Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
Revenues	\$ 607,309	\$ 849,630	71%	\$ 447,580
<b>Expenditures</b>				
Operating				
Personal Services	\$ 148,017	\$ 174,085	85%	\$ 130,539
Materials & Supplies	\$ 248,868	\$ 295,835	84%	\$ 157,468
Capital Outlay	\$ 10,837	\$ 12,500	87%	\$ -
Non-Operating				
Transfers	\$ -	\$ 123,886	0%	\$ -
Contingency	\$ -	\$ 75,000	0%	\$ -
<b>Total Expenditures</b>	<b>\$ 407,722</b>	<b>\$ 681,306</b>	<b>60%</b>	<b>\$ 288,007</b>
Revenues over/(under)				
Expenditures	<u>\$ 199,587</u>	<u>\$ 168,324</u>		<u>\$ 159,573</u>

**Street Fund:** Although revenues overall show well below the 91.67% expected for the time period, as reported in the previous month, that is primarily attributed to the ODOT jurisdictional transfer of \$250,000 and SCA Grant of \$50,000 budgeted (35%). Actual receipts are calculated at a much higher percentage, aided by franchise fees (\$67,726), 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 59.84%. These factors contribute to the revenues exceeding expenditures year to date by \$199,587 (\$607,309 vs. \$407,722).

<u>Water Fund</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Prior Year</u>
Revenues	\$ 1,146,197	\$ 1,472,855	78%	\$ 1,180,344
<b>Expenditures</b>				
Operating				
Personal Services	\$ 367,913	\$ 387,835	95%	\$ 317,663
Materials & Supplies	\$ 475,870	\$ 525,205	91%	\$ 409,465
Capital Outlay	\$ 10,837	\$ 12,500	87%	\$ 10,020
Debt Service	\$ 131,052	\$ 134,160	98%	\$ 134,160
Non-Operating				
Transfers	\$ -	\$ 134,179	0%	\$ -
Contingency	\$ -	\$ 100,000	0%	\$ -
<b>Total Expenditures</b>	<b>\$ 985,672</b>	<b>\$ 1,293,879</b>	<b>76%</b>	<b>\$ 871,308</b>
Revenues over/(under)				
Expenditures	<u>\$ 160,525</u>	<u>\$ 178,976</u>		<u>\$ 309,036</u>

**Water Fund:** Revenues overall show below the 91.67% 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 88%; as expected for this time of year. Overall, revenues exceed expenditures for the year by \$160,525 (\$1,146,197 vs. \$985,672) which compares favorably to the prior year as discussed in the April 2016 Financial Report.

**AGENDA BILL**

AGENDA ITEM: \_\_\_\_\_

9a

AGENDA TITLE: \_\_\_\_\_

SRO Contract 2016/2017

DATE: \_\_\_\_\_

June 20, 2016

**ACTION REQUIRED:**

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

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

MOTION: XXX

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

**EXPLANATION:**

The Phoenix-Talent School District and the City of Phoenix enter into an agreement annually concerning the School Resource Officer position. This is the new "contract" for the 2016/2017 school year. The contract remains exactly the same as last year, with the only changes being the dates on the contract. The contract continues to provide the city with 50% of the SRO's salary and benefits on days that school is in session and children are present.

**FISCAL IMPACT:**

If the contract is not approved, the Phoenix Police Department would be required to pay the full salary of the officer assigned to the school.

**ALTERNATIVES.**

None

**STAFF RECOMMENDATION:**

**MOTION: "I MOVE THE MAYOR SIGN THE AGREEMENT, REGARDING THE SCHOOL RESOURCE OFFICER FOR THE 2016/2017 SCHOOL YEAR. WITH THE PHOENIX-TALENT SCHOOL DISTRICT AS PRESENTED."**

PREPARED BY: Chief Derek Bowker

REVIEWED BY: MB

**AGREEMENT BETWEEN  
CITY OF PHOENIX AND PHOENIX-TALENT SCHOOLS  
REGARDING SCHOOL RESOURCE OFFICER  
FOR  
2016/2017**

**School Resource Officer Program**

This Agreement is entered into by and between the Phoenix-Talent Schools (herein referred to as the “**District**”), and the City of Phoenix (herein referred to as the “**City**”):

Goal and objectives of the Agreement include:

1. The Purpose of the School Resource Officer (**SRO**) Program is to:
  - a. Provide a safe learning environment and help reduce school violence;
  - b. Improve school-law enforcement collaboration on issues impacting students, staff and the local community;
  - c. Improve the perceptions and relations between students, school faculty, parents and law enforcement officials; and,
  - d. Provide a resource for students, school faculty, parents, law enforcement and other governmental agencies.
2. The District and the City desire to provide policing and community oriented services to the Phoenix High School located within the jurisdictional boundaries of the City of Phoenix, Oregon.
3. The District and the City recognize the potential for outstanding benefits of the School Resource Officer (SRO) Program to the citizens of the Phoenix-Talent School District and particularly to the students and faculty of Phoenix High School.
4. It is in the best interest of the District and the City, and the citizens within the boundaries of the Phoenix-Talent School District to initiate and continue this program.

**NOW, THEREFORE**, in consideration of mutual promises and covenants herein contained, the District and the City agree as follows:

**ARTICLE I**

**Roles and Responsibilities**

The City will be responsible for the roles and responsibilities outlined below as they pertain to the School Resource Officer Program:

## SRO Agreement

1. Establishing a School Resource Officer (SRO) Program for Phoenix High School, the costs of which are to be shared between City and District as further described below. Such costs shall include salary and benefits for the SRO and all of the law enforcement equipment required to perform the duties of a police officer.
2. Engage in information sharing with the District and the High School Administrative Team to the extent necessary to ensure the safety of students, staff and visitors, so long as such sharing does not violate or compromise any privileges or confidentiality rights, any criminal investigations or the identity of confidential informants.

## ARTICLE II

### Rights and Duties of the City

The City shall provide a School Resource Officer (SRO) as follows:

1. The City shall assign one regularly employed police officer to Phoenix High School located at 745 N. Rose Street, Phoenix, Oregon.
2. The City shall assign the duties and supervision of the SRO to the Chief of Police, or his designee, who shall perform scheduled and non-scheduled visits to the school for the purpose of evaluating the performance of the SRO.
3. Regular Duty Hours of the SRO shall be as follows:
  - a. The SRO shall be assigned to the school on a full-time eight- (8) hour basis on those days and during those hours that the school is in regular session. The SRO shall further be responsible for law enforcement coverage at after-school activities such as football games, basketball games, dances, etc. The SRO will assist in coordinating the activities and assignments of other law enforcement personnel (reserve police officers) at these activities.
  - b. When school is closed due to in-service training, the SRO will perform patrol functions, unless otherwise specified by the Police Chief or designee.
  - c. During extended non-school periods, the SRO will be assigned to other non-school law enforcement duties as needed by the Chief of Police or designee.
  - d. The SRO will make every effort to schedule time off for vacations and floating holidays during periods when school is not in session.
  - e. The District will be consulted regarding any requests by the SRO for time off during periods that school is in session. Requests shall be submitted in a timely manner unless the request is an emergency such as illness of the SRO or a family member, injury or death. The SRO also must notify District of the SRO's absence in emergency situations.

## SRO Agreement

- f. The SRO may be temporarily reassigned by the City during a law enforcement emergency or to participate in mandatory police training necessary to maintain the officer's proficiency as required by the Oregon Department of Public Safety and Standards (DPSST).

### 4. Duties, Obligations and Procedures of the SRO:

The SRO shall/will:

- a. Wear the established patrol uniform unless special circumstances require another form of dress as approved by District supervisor.
- b. Make classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement, drug and alcohol issues, youth programs and the like.
- c. Participate in discussions during class to establish rapport with students.
- d. Take appropriate law enforcement action in and around the school as required by law and consistent with the policies and procedures of the police department and District. Appropriate law enforcement action includes all those duties normally performed by a police officer, such as issuing traffic citations, investigating crimes and motor vehicle accidents, conducting interviews of suspects, victims and witnesses, collecting evidence, making arrests and writing reports.
- e. Notify the District as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the District reasonably requests to be reported.
- f. Assist other law enforcement personnel in conducting investigations involving students or employees of the District when requested and required to do so.
- g. Obtain prior permission, advice and guidance from school administrators before enacting any program within the school.
- h. Provide assistance to school administrators, faculty and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations that may result from students' unrest, unauthorized intruders, terrorist acts, bombs threats, active shooters, etc.
- i. Be thoroughly familiar with District policies and regulations related to safety and student conduct and discipline issues, including the District's Code of Conduct.
- j. Assist the District, its administrators, faculty and staff with violations of such policies as requested by District administrative personnel. However, the SRO shall not be expected to, or asked, to detain or take into physical custody any student or

other individual who has only violated a District policy or the District's Code of Conduct. It shall be understood and agreed upon that the SRO, as a law enforcement officer, can only detain or take into physical custody those students or other persons for whom there is reasonable suspicion or probable cause that they have committed a crime as defined under Oregon Revised Statute or Federal laws. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a temporary problem or emergency, the SRO may assist the school, if the SRO's duties permit, until the problem is resolved.

- k. Be familiar with and abide by all relevant District policies and regulations while on District property.
- l. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, district administrators, parents, law enforcement, other governmental agencies and community members.
- m. Coordinate efforts with campus supervisory personnel, i.e. student managers, campus supervisors, hall monitors, parking attendants and building security personnel.
- n. Maintain detailed, accurate and up to date records as required by the City and District.
- o. Meet regularly with juvenile authorities concerning information of juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies and other governmental agencies that service the District's community.
- p. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.
- q. Provide information regarding community programs so that proper referrals can be made and appropriate assistance can be accessed by students in need of such services. These programs may include mental health programs, drug treatment programs, etc. The SRO may refer students to such agencies, when necessary, thereby acting as a resource person to the students, staff faculty, parents and administration. The SRO may also refer students to school counselors as needed. Referral guidelines shall be determined by District.
- r. Maintain confidentiality of any and all information obtained during investigations and interviews and shall not disclose the information, except as provided by law or court order, or as deemed necessary to ensure the safety of students and staff and the physical security of the high school.
- s. Maintain confidentiality of District records and information, discussions, etc., in accordance with District policies and State and Federal law.

## SRO Agreement

- t. Perform other duties that will promote the purpose of the SRO program and which are mutually agreed upon by the District and the City.

The Chief of Police and the District must mutually agree upon any additions or changes to the above instructions.

### ARTICLE III

The District shall provide the SRO with the following materials, facilities and assurances that are deemed necessary for the performance of the SRO Program:

1. A private, secure office to conduct interviews and investigations and other law enforcement activities in a confidential environment and access to records that are deemed necessary and appropriate by the District in order for the SRO to successfully accomplish his assigned task. The SRO shall maintain the confidentiality of all such activities. The school administrator, or his/her designee, shall be apprised of any information of a sensitive nature once the SRO has conferred with the Chief of Police or his designee, if there is a possibility of any impact upon the school, faculty or students. The school administrator shall discuss such information only with those necessary on a "need to know" basis.
2. The District shall provide a desk, filing cabinet with locking system, telephone, computer with peripherals, internet access, office supplies and office furniture for use of the SRO.
3. Assure that all District employees cooperate in investigations and interviews consistent with District policies and procedures in those cases where the District employee **is not** a suspect in a criminal investigation.

### ARTICLE IV

#### Funding

1. The City shall be responsible for paying the SRO's salary and benefit package and supplying all law enforcement equipment to SRO. District will reimburse the City in the amount of one-half the SRO's salary and benefits for those days the SRO is on duty and children are attending school [i.e. SRO salary per day multiplied by 176 (approximate) days divided by two].

### ARTICLE V

#### Evaluation and Future Funding

Prior to June 30<sup>th</sup> of the current year of agreement, the parties shall meet to evaluate the effectiveness of the School Resource Officer (SRO) Program and consider whether modifications to the program are necessary or advisable to accomplish its purpose prior to the succeeding school year. The parties agree to cooperate and negotiate in good faith in fulfilling the intent of the parties concerning continuation of the program. The determination of future funding availability for the SRO program will be the responsibility of the

## SRO Agreement

City, and largely based on the City's ability to otherwise maintain or increase the current levels of police officer staffing to serve the citizens of Phoenix.

### ARTICLE VI

#### Appropriations

The obligations of each party under this agreement are contingent upon adequate funds for that purpose being available, budgeted, appropriated and otherwise made available.

### ARTICLE VII

#### Employment Status of School Resource Officer

The School Resource Officer shall remain at all times an employee of the City and shall not be an employee of the Phoenix-Talent School District. The City shall be responsible for paying all salary and other compensation to the SRO and shall be responsible for providing workers compensation to SRO. The District and the City acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Phoenix Police Department. The School Resource Officer shall remain responsive to the chain of command of the Phoenix Police Department. The SRO shall be considered at all times an independent contractor of the District.

The School Resource Officer shall be accountable to the District Superintendent or his/her designee (i.e. high school principal) for his/her behavior and conduct while at the school. The District has the rights and responsibilities to report any alleged misconduct, malfeasance or nonfeasance of office, non-compliance with the District's policies or other questionable behavior on the part of the SRO, to the Chief of Police or his designee. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone. All such reports, either written or verbal, shall have, as a minimum, a statement of the allegations, a description of any supporting documentation and/or evidence and a list of all witnesses that have any knowledge of such allegations.

The Chief of Police, or his/her designee, and the District Superintendent, or his/her designee, shall meet annually prior to the SRO's anniversary date of assignment to complete a performance evaluation.

### ARTICLE VIII

#### Qualifications of the School Resource Officer

1. The School Resource Officer must meet all of the following requirements and perform in accordance with the attached position description:
  - a. Must be a volunteer for the position of School Resource Officer.
  - b. Must indicate a willingness to hold the position for a minimum of three (3) years.

## SRO Agreement

- c. Must be a full-time permanent certified police officer with the Phoenix Police Department with a minimum of three (3) years law enforcement experience.
- d. Must have maintained the requirements necessary for employment as a police officer with the Phoenix Police Department and State of Oregon.
- e. Must agree that if voluntarily assigned for the position of School Resource Officer, he/she will not seek a transfer from the position until the end of the school year and that he/she will not schedule time off or vacations during the periods when school is in session.
- f. Among additional criteria for consideration for the position of School Resource Officer are job knowledge, experience, training, education, appearance, attitude, communication skills and bearing, ability to deal with difficult individuals, ability to mediate disputes and engage in conflict resolution.
- g. When it becomes necessary to replace the School Resource Officer due to transfer, promotion, resignation or other causes, the Chief of Police or his designee shall notify the District of the impending vacancy within five (5) working days of becoming aware of such pending vacancy.

## ARTICLE IX

### Termination of Agreement

Any party may terminate this agreement by giving the other party sixty (60) days written notice.

## ARTICLE X

### Dismissal or Replacement of the School Resource Officer

1. In the event that the District believes the School Resource Officer is not effectively performing his/her duties and responsibilities, the District shall recommend to the Chief of Police, or his designee, that the School Resource Officer be removed from the program, and shall state the reasons in writing. The Chief of Police, or his designee, shall formally meet with the School Resource Officer and the District to mediate or resolve any problems that may exist. At such meeting, specified school staff will be invited to be present and offer pertinent information as necessary. If, within thirty (30) days after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event the Chief of Police does not seek mediation, the School Resource Officer shall be removed from the program.
2. The District may terminate this agreement without prior notice or demand the immediate removal and replacement of the SRO based upon acts of flagrant misconduct by the SRO.

## SRO Agreement

3. The Chief of Police may dismiss or reassign the School Resource Officer based upon violation of departmental rules, regulations, and/or departmental directives, or when it is in the best interest of the Phoenix Police Department to do so in emergency situations.
4. In the event of resignation, dismissal or reassignment of the School Resource Officer, or in the case of long-term absences by the SRO, the Police Department will attempt to provide a temporary replacement of the School Resource Officer within thirty (30) days of receiving notice of such absence. A permanent replacement for the School Resource Officer shall be attempted to be made as soon as practical.
5. The School Resource Officer may be transferred from his/her position, for administrative reasons, during the school year at the discretion of the Chief of Police. The SRO may request transfer to another position at the end of the school year, and said request must be in writing. Transfer decisions shall be made at the discretion of the Chief of Police.

## ARTICLE XI

### Good Faith

The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this agreement and unforeseen questions and difficulties that may arise by good faith negotiations before resorting to any litigation.

## ARTICLE XII

### Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this agreement shall be binding, unless hereafter made in writing and signed by the affected parties.

## ARTICLE XIII

### Non-Assignment

This agreement, and each and every covenant herein, shall not be capable of assignment except with prior consent of all parties.

## ARTICLE XIV

### Merger

This agreement constitutes a final written expression of all terms and conditions of this agreement and is a complete and exclusive statement of these forms.

SRO Agreement

**ARTICLE XV**

**Effective Date**

This agreement is effective upon the date of the last party to sign.

**ARTICLE XVI**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Prewitt, Chairman of the Board  
Phoenix-Talent Schools

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Teresa Sayre, Superintendent  
Phoenix-Talent Schools

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jani Hale, Principal, Phoenix High School

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Bellah, Mayor, City of Phoenix

**AGENDA BILL**

AGENDA ITEM: 96

AGENDA TITLE: A Resolution Authorizing the Transfer of Appropriations to Prevent Over-Expenditure of Appropriations for Fiscal Year 2015/2016.

DATE: June 14, 2016

**ACTION REQUIRED:**

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

RESOLUTION: XX

MOTION: XX

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

**EXPLANATION:**

This is a Resolution transferring appropriations to prevent over-expenditure of appropriations for Fiscal Year 2015/2016. This Resolution is done annually to prevent over-expenditures and is housekeeping in nature.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

N/A

**STAFF RECOMMENDATION:**

Staff recommends Council adopt the resolution transferring appropriations to prevent over-expenditure of appropriations for Fiscal Year 2015/2016.

**MOTION: "I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_, AUTHORIZING THE TRANSFER OF APPROPRIATIONS TO PREVENT OVER-EXPENDITURE OF APPROPRIATIONS FOR FISCAL YEAR 2015/2016."**

PREPARED BY: Janette Boothe

REVIEWED BY: MB

**CITY OF PHOENIX  
PHOENIX, OREGON**

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

**A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS TO PREVENT OVER-EXPENDITURE OF APPROPRIATIONS FOR FISCAL YEAR 2015/16.**

**WHEREAS**, ORS 294.450(1) authorizes transfer of appropriations within a given fund; and

**WHEREAS**, the City of Phoenix has incurred or may incur over-expenditures of currently existing appropriations, due to unforeseen circumstances.

**WHEREAS**, all adjustments are reviewed as part of the audit process.

**THE CITY OF PHOENIX RESOLVES AS FOLLOWS**, that the City Council authorizes the City Manager to transfer appropriations as listed below, within given funds, to alleviate or prevent over-expenditures in appropriations for the 2015/16 fiscal year.

<u>NAME OF FUND</u>	<u>Increase</u>	<u>Decrease</u>
<b>GENERAL FUND</b>		
Personal Services – Exec. Dept.	\$24,000	
Materials & Services – Exec. Dept.	\$14,500	
Personal Services – Admin Dept.		\$ 5,000
Materials & Services – Admin Dept.	\$ 7,000	
Personal Services – Police Dept.		\$44,000
Materials & Services – Planning Dept.		\$ 2,500
Materials & Services – Building Dept.	\$ 8,500	
Personal Services – Parks Dept.		\$ 8,000
Materials & Services – Parks Dept.	\$ 9,500	
Materials & Services – Inter-Dept.	\$13,500	
Contingency		<u>\$ 17,500</u>
Totals	<u>\$77,000</u>	<u>\$ 77,000</u>
<b>WATER FUND</b>		
Personal Services	\$ 11,000	
Materials & Services		<u>\$11,000</u>
Totals	\$11,000	<u>\$11,000</u>

**PASSED AND APPROVED** by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 20th day of June, 2016.

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

ATTEST:

\_\_\_\_\_  
Janette Boothe, City Recorder

**AGENDA BILL**

9c

AGENDA ITEM: \_\_\_\_\_

AGENDA TITLE: Approval of Chamber of Commerce request for funding

DATE: June 16, 2016

**ACTION REQUIRED:**

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

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

MOTION: XX

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

**EXPLANATION:**

Per the discussion held at the May 18, 2016 Budget Committee meeting, the Chamber of Commerce is scheduled to request funds from the City of Phoenix as purchasing needs arise, rather than arriving at a lump sum contribution at the beginning of the 2016/2017 fiscal year. Melissa Wagy, Chamber of Commerce President, has requested to be on the Agenda to present to Council a funding request from the Chamber of Commerce.

**FISCAL IMPACT:**

This item would impact the Tourist Usage Fund.

**ALTERNATIVES:**

None.

**STAFF RECOMMENDATION:**

N/A

**MOTION: "I MOVE TO APPROVE THE CHAMBER OF COMMERCE FUNDING REQUEST IN THE AMOUNT OF \$ \_\_\_\_\_."**

PREPARED BY: Janette Boothe REVIEWED BY: \_\_\_\_\_

**AGENDA BILL**

AGENDA ITEM: \_\_\_\_\_

9d

**AGENDA TITLE: RESOLUTION APPROVING A JACKSON COUNTY ORDER TO INITIATE FORMATION OF THE ROGUE VALLEY HERITAGE SPECIAL DISTRICT AND CONSENTING TO THE INCLUSION OF CITY TERRITORY WITHIN THE BOUNDARIES OF THE DISTRICT**

DATE: June 20, 2016

**ACTION REQUIRED:**

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

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

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

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

**EXPLANATION:**

The resolution would place formation of the Rogue Valley Heritage District on the November ballot and provide voters with the choice of supporting a Heritage District. The Heritage District would support local historical societies, providing grants and funding. Funding for historical societies has lessened in recent years and the formation of a Heritage District proposes a small tax to help provide funding for fifteen historical societies in the area, including, but not limited to, the Phoenix Historical Society, Southern Oregon Historical Society, and the Talent Historical Society. Every city within the county will be asked to pass a resolution supporting a county-wide district. The City of Phoenix is not endorsing a Heritage District vote but is providing the opportunity for voters to choose whether they will support it or not.

**FISCAL IMPACT:**

There would be no direct fiscal impact to the City; however, there would be a small increase in property millage of \$0.05 per \$1,000.

**ALTERNATIVES:**

The resolution could not be approved or it could be approved with modifications.

**STAFF RECOMMENDATION:**

Staff recommends Council approve the resolution.

**MOTION: "I MOVE TO APPROVE RESOLUTION \_\_\_\_\_, APPROVING A JACKSON COUNTY ORDER TO INITIATE FORMATION OF THE ROGUE VALLEY HERITAGE SPECIAL DISTRICT AND CONSENTING TO THE INCLUSION OF CITY TERRITORY WITHIN THE BOUNDARIES OF THE DISTRICT."**

PREPARED BY: S. Lind

REVIEWED BY: MB

**CITY OF PHOENIX  
PHOENIX, OREGON**

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

**A RESOLUTION APPROVING A JACKSON COUNTY ORDER TO INITIATE  
FORMATION OF THE ROGUE VALLEY HERITAGE SPECIAL DISTRICT AND  
CONSENTING TO THE INCLUSION OF CITY TERRITORY WITHIN THE  
BOUNDARIES OF THE DISTRICT**

**RECITALS:**

**WHEREAS**, The Jackson County, Oregon, Board of Commissioners intends to form a county heritage special district under the authority of Oregon Revised Statutes (ORS) 198.705 to 198.955 and 358.442 to 358.474. The name of the proposed special district is the "Rogue Valley Heritage District" (hereinafter "District"). The proposed District would have the powers generally identified in ORS 358.442 to 358.474 and the powers listed in ORS 358.466, including, without limitation: operating and maintaining heritage sites and structures; acquiring and preserving property of historical interest, historical objects, and materials and documents of historical importance; and establishing and maintaining programs for heritage societies within the District; and

**WHEREAS**, The governing body of the District shall be a board of five members to be elected by the electors of the District as required by ORS 358.448, and the board members shall be elected at large by position number as allowed by ORS 358.456(1)(b); and

**WHEREAS**, The Jackson County Board of Commissioners may initiate the formation of the District by adopting an order under authority of ORS 198.835. The Board proposes to include all county territory within the boundaries of the proposed District; and

**WHEREAS**, Jackson County voters will be asked to establish a permanent property tax rate limit of \$.05 per \$1,000 for the District's operations as authorized by ORS 358.466(4) and 358.468; and

**WHEREAS**, Pursuant to ORS 198.835(3), the territory of the City may only be included within the boundaries of the District if the City Council adopts a resolution approving the proposed County order initiating the formation of the Rogue Valley Heritage District. The proposed County order is attached hereto; and

**WHEREAS**, Currently, funding sources for the various museums, historical societies and heritage organizations within Jackson County are not stable and are declining. Formation of a heritage district will secure a permanent source of funding for the services, programs and activities provided by these entities to the citizens of Jackson County and the City; and

**WHEREAS**, The City Council believes creation of a Jackson County heritage district will benefit all City residents for the following reasons:

- A stable revenue stream will allow museums, historical societies and heritage organizations in Jackson County to continue providing the following services, programs and activities that are important to our community:
  - Jackson County heritage societies and museums preserve and are responsible for over 3 million unique and priceless artifacts, documents and photos reflecting the history of the region;
  - Jackson County heritage societies and museums operate two research libraries used by students, researchers, writers and the general public. The historic books and records preserved by the heritage societies and museums provide important resources for citizens and scholars, making available to the public materials that are not maintained by the County library system or university libraries; and
  - The educational activities and programs of the heritage societies and museums enhance the curriculum of public and private schools and institutions of higher learning; and
- A stable revenue stream will allow museums in Jackson County to increase the hours these facilities are open, giving incentive for visitors to stay longer in the County and increase tourism spending on local goods and services, such as food, lodging and incidentals.

**NOW THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS TO ADOPT A RESOLUTION TO INITIATE FORMATION OF THE ROGUE VALLEY HERITAGE SPECIAL DISTRICT AND CONSENT TO THE INCLUSION OF CITY TERRITORY WITHIN THE BOUNDARIES OF THE DISTRICT.**

This Resolution is effective on \_\_\_\_\_, 20\_\_.

**PASSED AND APPROVED** by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Jeff Bellah, Mayor

ATTEST:

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Janette Boothe, City Recorder

**AGENDA BILL**

**AGENDA ITEM:**

9e

**AGENDA TITLE: DISCUSSION OF PLANNING  
FOR FUTURE ROAD IMPROVEMENTS**

**DATE: June 20, 2016**

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: N/A

INFORMATION: XX

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**EXPLANATION:** The City has nearly completed updating its Transportation System Plan and will need to update its Capital Improvement Plan and Water System Master Plan over the next year. Three separate road projects could occur during the FY2017/18, and the City may desire to implement interim improvement measures even earlier. Portions of both Pine and Church Streets will need to be resurfaced and may require other additional improvements like sidewalks and stormwater management facilities; Main Street will need to be resurfaced, the final status of the one lane section will need to be decided, and the City has remaining grant funds for additional ADA ramp improvements.

The City Manager will propose a work plan for addressing each of these potential projects.

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:** N/A

**MOTION:** NONE

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**

**AGENDA BILL**

9f

AGENDA ITEM: \_\_\_\_\_

AGENDA TITLE: Approve Master Participating Agreement between Jackson County and City of Phoenix

DATE: June 16, 2016

**ACTION REQUIRED:**

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

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

MOTION: XX

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

**EXPLANATION:**

On July 7, 2007, the City signed the Master Participating Agreement by and between Jackson County Community Justice and the City of Phoenix. On February 20, 2007, the City signed Amendment No. 1 to Master Participating Agreement, amending the wording in the original Agreement and stating "This agreement will not exceed \$20,000. On April 30, 2008, the City signed Amendment No. 2 to Master Participating Agreement extending the terms of the agreement for two years, expiring on June 30, 2010. On March 15, 2012, the City signed Amendment No. 3 to Master Participating Agreement extending the term of the agreement to June 30, 2012, and removing the statement "This agreement will not exceed \$20,000." On May 7, 2012, the City signed Amendment No. 4 to Master Participating Agreement, extending the terms of the agreement for two years and changing the name of cooperator from Jackson County Community Justice to Jackson County. On May 19, 2014, the City signed Amendment No. 5 to Master Participating agreement, extending the terms of the agreement for two years through June 30, 2018.

The City received a letter from Jackson County Community Justice dated June 10, 2016 requesting that the City extend the term of the agreement to June 30, 2018 (A copy of the June 10, 2016 letter and a new Master Participating Agreement is attached).

The agreement enables the City to contract with Jackson County for work crews. The county supervises the work crews.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

Council discretion.

**STAFF RECOMMENDATION:**

Staff recommends Council authorize the Mayor to sign the Master Participating Agreement.

**MOTION: "I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE MASTER PARTICIPATING AGREEMENT BY AND BETWEEN JACKSON COUNTY AND CITY OF PHOENIX."**

PREPARED BY: Sarah Lind REVIEWED BY: \_\_\_\_\_



# JACKSON COUNTY

*Community Justice*

## Transition Center

**Holly Perin-Haviland**  
*Accountant*

5505 S Pacific Hwy  
Phoenix, OR 97535  
Phone: (541)774-4925  
Fax: (541)776-7160  
[perinhhl@jacksoncounty.org](mailto:perinhhl@jacksoncounty.org)

[www.jacksoncounty.org](http://www.jacksoncounty.org)

June 10, 2016

City of Phoenix  
PO Box 330  
Phoenix, OR 97535

RE: Work Crew Agreement renewal

Enclosed please find three copies of your Jackson County Community Justice Work Crew agreement. Our current agreement will expire June 30, 2016; the enclosed will renew the agreement to June 30, 2018.

Please sign, date, and return all three copies to 5505 S. Pacific Hwy., Phoenix, OR 97535. You may also scan and email them to [perinhhl@jacksoncounty.org](mailto:perinhhl@jacksoncounty.org). Upon receiving signature of the County Administrator, I will return one copy for your records. If you have any questions, please feel free to contact me at the email address above, or 541-774-4925.

Thank you for allowing Jackson County Work Crews to serve your community. We appreciate your support.

Sincerely,

Holly Perin-Haviland  
Accountant

Enclosure(s): 3

**MASTER PARTICIPATING AGREEMENT**

**Between  
JACKSON COUNTY  
And  
CITY OF PHOENIX**

**I. ORS 190 INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX**

This intergovernmental participation agreement is entered into by and between Jackson County, a political subdivision of the State of Oregon (hereinafter, "County"), and the City of Phoenix, a political subdivision of the State of Oregon (hereinafter, "City"). A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies have authority to perform. (ORS 190)

**II. RECITALS**

- A. Jackson County is responsible for supervision and treatment of offenders. It desires to place selected minimum-security offenders in appropriate work situations to perform work for public benefit while providing opportunities for participating offenders to learn work skills and develop appropriate work habits. These training activities will aid the clients in successfully re-entering society with practical skills and a viable work ethic.
- B. City is responsible for maintaining City grounds. The parties have a mutual interest in maintenance of the aforementioned grounds. City and the County desire to cooperate in a program of improving resources in the Phoenix area and to do such work with Jackson County Work Crews. Work will consist of weeding and similar manual work.
- C. City can facilitate and accomplish work projects for City by hosting the County Work Crews, which provide work and training opportunities for the crews.

**III. AGREEMENT**

**A. RESPONSIBILITIES**

In consideration of the above premises, the parties agree as follows:

- 1. Mutual - County and City shall mutually agree upon a schedule for the performance of the County's services, allowing time for the City Project Manager to review the work.
- 2. CITY OF PHOENIX - City
  - a) City will supply a Work Order, in the general form provided as Exhibit A, for each job with Project Work Specifications. Each job will be unique.

- b) City will supply a person to inspect the work of the County. City will not be on site supervising the County work crew.

3. COUNTY – County agrees to:

- a) Perform directly the work under this Agreement as described in work order referred to in subparagraph III(A)(2)(a).
- b) County agrees to provide all equipment, tools, labor and materials required to carry out the specifications of the projects. The work shall be performed using the County's own equipment. The County shall furnish all supplies and parts.
- c) County agrees to perform the work expeditiously in conformance to specified Work Orders and in accordance with relevant industry standards.
- d) County agrees to provide a Community Service Work Crew Supervisor on site to directly supervise and lead clients on the crew.

B. CHANGES IN WORK

The County will perform no work beyond that described in the Work Order except pursuant to written change orders submitted to the County by City:

IV. TERM

The term of this agreement shall begin on the date all parties have signed the agreement and terminate on June 30, 2018.

V. CONSIDERATION

- A. City shall be billed by the County, per eight hour day, the following rates:

Job Type	Minimum # of Clients	Price per crew or rental
Work Crew	6	\$400.00
Brushing Crew	6	\$450.00
Chipper Rental		\$127.50
Chipping Crew	2	\$450.00

- B. Reimbursement for work performed shall not exceed a maximum as may be specified in the Work Order without written consent of both County and City.
- C. Consideration shall be paid only after completed work has been inspected and approved by the City Project Manager, upon submission of invoice. Invoices for all work performed under this agreement shall be sent to City of Phoenix, PO Box 330, Phoenix, Oregon 97535. City agrees to pay invoice within 30 days of receipt providing County has met all conditions and requirements of the agreement.

## VI. TERMINATION

- A. This agreement may be terminated immediately at any time by mutual consent of both parties, or by either party upon 10 days written notice, in writing, delivered by certified mail. Either party may terminate this agreement effective immediately upon delivery of written notice to the other under any of the following conditions:
1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity.
  2. If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payment authorized by this agreement.
  3. If any license or certifications required by law or regulation to be held by County to provide the services required by the agreement is for any reason denied, revoked or not renewed.
- B. Any termination of this agreement under paragraph A of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

## VII. DEFAULT

- A. City by written notice to County of default, including breach of agreement, may terminate the whole or any part of this agreement:
1. If County fails to provide services called for by this agreement, or any extension thereof; or,
  2. If County fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms, and the receipt of written notice from City fails to correct such failures within three days or such longer period as City may authorize.
- B. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

## VIII. GENERAL CONDITIONS

### A. RECORD MAINTENANCE

County shall keep and maintain complete and accurate records concerning all aspects of the work. County shall allow City representative to examine and copy records which are pertinent to the agreement while the work is in progress and within six years after the completion of the work or termination of the agreement. This includes a daily log of who worked at each site on each day.

B. ASSIGNMENT

Neither party may assign or transfer interest in this agreement without the express written consent of the other party.

C. AMENDMENTS

Terms of this agreement shall not be waived, modified, supplemented or amended, in any manner whatsoever except by written instrument and as signed by both parties.

D. FORCE MAJEURE

County shall not be responsible for delay or default by fire, riot, acts of God and war, which is beyond the County's reasonable control.

E. WAIVER

The failure of a party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

F. INDEMNITY

To the extent permitted by the Oregon Tort Claims Act, County will indemnify and defend City from any claim or liability resulting from error, omission, or act of negligence on the part of the County, its officers, employees, or agents in the performance of work done pursuant to a Work Order under this agreement provided. To the extent permitted by the Oregon Tort Claims Act, City will indemnify and defend the County from any claim or liability resulting from error, omission, or act of negligence on the part of City, its officers, employees, or agents in the performance of work done pursuant to a Work Order under this agreement provided. Neither party shall be required to indemnify the others for any claim, loss or liability arising solely out of the wrongful act of the other party's officers, employees, or agents.

G. INSURANCE

The County is self-insured and maintains adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering both body injury and property damage, and automobile liability covering both bodily injury and property damage. Should other parties require that additional insurance coverage beyond State of Oregon levels be maintained throughout the term of this agreement, such parties agree to reimburse County for the additional cost as determined by the County Risk Management Office.

The City shall maintain adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering both body injury and property damage, and automobile liability covering both bodily injury and property damage.

H. COMPLIANCE WITH APPLICABLE LAW

Both parties agree to comply with all federal, state, county and local laws, ordinances and regulations applicable to the agreement.

I. MERGER

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified in this agreement regarding this agreement. Each party, by the signature of its authorized representative, hereby acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and condition.

IN WITNESS WHEREOF, COUNTY and CITY OF PHOENIX have executed this agreement as, the date, signature below.

COUNTY

CITY OF PHOENIX

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Exhibit A

Project Work Order Form  
Jackson County Community Justice  
Scheduling - Frank Drake: 774-6638  
Invoice Questions - Holly Haviland: 774-4925  
Fax: 774-6629

Requesting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Coordinating Project Manager in the field who will explain the project and specifications, what equipment is needed, plan work schedules:

Project Manager and Phone Number: \_\_\_\_\_

Description of project, equipment or tools requested, special consideration or restrictions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Ongoing: \_\_\_\_\_

Agency Representative: \_\_\_\_\_

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

CJTC Representative: \_\_\_\_\_

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

Please fax request to 541-774-6629

**AGENDA BILL**

**AGENDA ITEM:**

99

**AGENDA TITLE: A RESOLUTION  
AUTHORIZING THE MAYOR TO EXECUTE A  
SETTLEMENT AGREEMENT AND MUTUAL  
RELEASE OF CLAIMS BETWEEN THE CITIES OF  
PHOENIX AND TALENT.**

**DATE: June 20, 2016**

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: XX

INFORMATION: N/A

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**EXPLANATION:** At its meeting on June 6, 2016, City Council approved the basic terms and conditions of a settlement between the cities of Phoenix and Talent to resolve water losses for which the City of Phoenix was not compensated for a period of time. Those terms and conditions would be formalized by this agreement.

**FISCAL IMPACT:** The agreement would result in the one-time payment of \$40,000 to the City of Phoenix.

**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  
MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF  
CLAIMS BETWEEN THE CITIES OF PHOENIX AND TALENT.**

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**

**CITY OF PHOENIX**

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN THE CITIES OF PHOENIX AND TALENT.**

**WHEREAS**, the City of Phoenix and the City of Talent are wholesale customers of the Medford Water Commission; and

**WHEREAS**, water that is consumed by the City of Talent for its municipal operations and for sale to its retail customers is transmitted through the City of Phoenix in the "TAP line"; and

**WHEREAS**, both parties acknowledge that a substantial volume of water flowed unmetered from the City of Phoenix to the City of Talent; and

**WHEREAS**, the City of Phoenix paid the Medford Water Commission for this water but was never compensated by the City of Talent and therefore incurred a financial loss.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Phoenix hereby authorizes the Mayor to execute a settlement agreement and mutual release of claims between the cities of Phoenix and Talent as presented in Exhibit "A".

**APPROVED** by the City of Phoenix this 20<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

**Attest:**

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

# EXHIBIT "A"

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS (this "Agreement") is made and entered into between the City of Talent, an Oregon municipal corporation (Talent), and the City of Phoenix (Phoenix), an Oregon municipal corporation.

### RECITALS

- A. The cities of Talent and Phoenix purchase water in bulk from Medford Water Commission. The water is transported to the cities via a large water line known as the Talent Ashland Phoenix Intertie (TAP).
- B. The TAP line runs from Medford to the City of Phoenix where a meter is installed and serves the City of Phoenix. The City of Phoenix pulls its allocated water from the TAP line and the remainder of the water flows down the line and the meter that serves the City of Talent. Ultimately, water continues to flow down the TAP line to a third and final meter that serves the City of Ashland.
- C. The parties believe that for some years, the water meter that measures water used by the City of Phoenix was making inaccurate readings. As a result, the parties believe that Phoenix was overcharged for water and Talent was undercharged for water.
- D. The parties wish to settle all claims arising on or before the date of this Agreement and related to charges for use of water from the TAP line.

### AGREEMENT

In consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **SETTLEMENT PAYMENT.** On or before July 7, 2016, Talent will make a settlement payment to Phoenix of Forty Thousand and no/100 Dollars (\$40,000.00). This payment constitutes as a lump sum settlement of all Phoenix's outstanding claims against Talent related charges for use of water from the TAP line.
2. **RELEASE.** In consideration of the Settlement Payment described in Paragraph 1 of this Agreement, receipt of which is hereby acknowledged, Phoenix releases and discharges Talent, its officers, employees, and agents from any and all past, present, and future claims, demands, obligations, causes of action, or damages of any kind, known or unknown, arising on or before the date of this Agreement and related to

## EXHIBIT "A"

charges for use of water from the TAP line. In addition, Phoenix expressly waives and assumes the risk of any and all past, present, and future claims, demands, obligations, causes of action, or damages of any kind made by or through Phoenix, whether known or unknown, arising on or before the date of this Agreement and related to charges for use of water from the TAP line.

### 3. EXPRESS ACKNOWLEDGMENTS, REPRESENTATIONS, AND WARRANTIES

- 3.1. Phoenix agrees to accept payment of the amount specified in Paragraph 1 of this Agreement as a complete compromise of matters involving disputed issues of law and fact. Phoenix assumes the risk that the facts or law may be other than as Phoenix believes.
- 3.2. Each party expressly represents and warrants that it has relied on its own knowledge of the facts and the advice of its own counsel concerning the consequences of this agreement; and that the individuals signing this Agreement are legally competent to execute this Agreement and have full authority to sign this Agreement. The parties further warrant that no promise or inducement has been offered to enter into this Agreement, except as set forth in this Agreement, and that this Agreement is executed without reliance on any statement or representation by any other party concerning the nature and extent of damages or legal liability.
- 3.3. The parties represent and warrant that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Agreement and that each party has the sole right and exclusive authority to execute this Agreement and to receive the sums specified in this Agreement and that no party has sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this agreement.
- 3.4. The parties expressly acknowledge and agree that the purpose and effect of this Agreement is to fully and forever resolve all issues and claims arising on or before the date of this Agreement and related to charges for use of water from the TAP line, and that neither party will pursue the other for anything relating in any way to the claims released through this agreement.
- 3.5. The parties expressly acknowledge and agree that the terms of this Agreement are contractual in nature and not merely a recital.

### 4. NO ADMISSION OF LIABILITY

Talent and Phoenix agree that entering into this Agreement and performance pursuant to this Agreement do not constitute an admission of liability and that such liability is expressly denied.

## EXHIBIT "A"

### 5. ATTORNEY FEES

Each party to this Agreement will bear all of that party's attorney fees and costs incurred to the date of this Agreement.

### 6. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Oregon. Because the parties and their respective lawyers have reviewed, revised, and negotiated, or had the opportunity to review, revise, or negotiate the terms, conditions, and language of this agreement, the rule of construction that ambiguities are to be resolved against the drafting party does not apply.

### 7. WAIVER

The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision of this Agreement.

### 8. MODIFICATION

No modification of this Agreement will be valid unless it is in writing and signed by both parties.

### 9. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into for the sole benefit of the Talent and Phoenix, and nothing contained herein is intended for the benefit of any other person or entity.

### 10. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties regarding the settlement and release of claims arising on or before the date of this Agreement and related to charges for use of water from the TAP line. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties on the subject of this Agreement and is conclusive and binding on and inures to the benefit of the successors and assigns of the parties.

### 11. PARAGRAPH HEADINGS

Paragraph headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

EXHIBIT "A"

12. SAVING CLAUSE

If any provision of this Agreement, or the application of a provision to any person or circumstance, is held invalid, the remainder of this agreement, or the application of that provision to other persons or circumstances, will not be affected thereby.

13. FURTHER ASSURANCES

The parties agree to execute and deliver any further documents, instruments, and other agreements as are necessary or convenient to carry out the terms and purposes of this Agreement.

COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile counterparts, and all so executed shall constitute one agreement, binding on all the parties to this agreement, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this agreement, which has attached to it separate signature pages, which altogether contain the signatures of all parties, is for all purposes deemed a fully executed original instrument.

14. VOLUNTARY AGREEMENT

The parties acknowledge and agree that they have carefully read and fully understand the provisions of this Agreement, and that they voluntarily enter into this Agreement by signing below. The individuals signing below are authorized to, and by signing do, bind the parties to the terms of this agreement.

CITY OF TALENT

CITY OF PHOENIX

By: \_\_\_\_\_  
Darby Stricker, Mayor of Talent

By: \_\_\_\_\_  
Jeff Bellah, Mayor of Phoenix

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

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