
City Council Meeting/Executive Session Agenda

June 15, 2020

6:30 p.m. Public Meeting

Phoenix Plaza Civic Center 220 N. Main St.

A complete agenda packet is available on the city's website. To comment on an agenda item, please write your name on the sign-in sheet and include the item number. *If you need special accommodations, please give city hall 48-hour prior notice.*

1. Call to Order / Roll Call / Confirmation of a Quorum

Except as provided in Section 33 of the City Charter, a minimum of four Council Members are needed for a quorum and to conduct city business. If the Mayor is needed to establish a quorum, then he/she may become a voting member for that meeting (*Phoenix Municipal Code, Chap. 2.28.020.A.4*).

2. Pledge of Allegiance

3. Presentations

4. Public Comments

This item is for persons wanting to present information or raise an issue, not on the agenda. Each person shall be limited to three minutes and may not allocate their time to others unless authorized by the Presiding Officer. To comment, please write your name on the sign-in sheet. Comments may also be submitted in writing by 2:00 pm on the day of the meeting. When your name is called, step forward to the podium and state your name and address for the record. (In accordance with state law, a recording of the meeting will be available at city hall, but only your name will be included in the meeting minutes.) While the Council or staff may briefly respond to your statement or question, **the law does not permit action on, or extended discussion of, any item not on the agenda** except under special circumstances.

5. Consent Agenda

Items on the Consent Agenda are considered routine and will be adopted by one motion. **There will be no separate discussion of these items unless it is requested by a member of the Council or staff.** If so requested, that item will be pulled from the Consent Agenda and considered separately immediately following approval of the remaining items.

a. Reports for Information & Possible Action:

- 1. Resolution No. 1055 – A Resolution Certifying that the City of Phoenix Provided Four or More Municipal Services in Accordance with the Requirements of ORS 221.760, Section 15
- 2. Resolution No. 1056 – A Resolution Authorizing the Transfer of Appropriations to Prevent Over-Expenditures of Appropriations for Fiscal Year 209/207
- 3. Hire Public Works Administrative Assistant 18
- 4. Planning – Building Aide Contract25
- 5. Date Established for LOC Facilitated Training August 12, 2020.....32
- 6. IGA between City of Talent, Jackson County and City of Phoenix to Facilitate Emergency Small Business and Microenterprise Grant Assistance Program (SBMA).....34
- 7. OLCC License – Clyde’s Corner, LLC 67
- 8. Hire Code Enforcement Officer90

b. Minutes to Approve and File:

- 1. Minutes from City Council Meeting May 18, 2020,.....91

6. Consent Agenda Items Pulled for Discussion

7. Public Hearing

- a. Resolution No. 1057 – A Resolution Declaring the City’s Election to Receive State Shared Revenues.....128
- b. Resolution No. 1058 – A Resolution Adopting the Budget, Making Appropriations and Levying and Categorizing Taxes for Fiscal Year 2020/2021 for City of Phoenix.....130

8. Unfinished Business

9. New Business

- a. IGA with the Rogue Valley Council of Governments for Human Resource and Accounting Services.....134
- b. KDP Audit Engagement Letter and Audit Committee.....142
- c. City Council Support of Phoenix Police Chief Bowker’s Statement Regarding George Floyd and Racial Equity.....170
- d. Community Conversation/City Visioning Meeting

10. Ordinance: Reading/Adoption

- a. Ordinance No. 1009 – An Ordinance Amending Chapter 15.04 of the Phoenix Municipal Code, In Accordance with Current Codes and Practices.....172

11. Staff Reports

- a. City Attorney
- b. City Manager

12. Mayor and Council Comments / Reports

12. Mayor and Council Comments / Reports

Any Councilor may make an announcement or raise any item of business that is not on the agenda. While other Councilors or city staff may briefly respond or comment, the law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. If extended deliberation or potential action on a matter is desired, Council may direct staff to place the item on a future meeting agenda.

13. Recess Open meeting

5 Minute Recess

**City Council Executive Session
Agenda**

June 15, 2020

Immediately following the City Council Meeting
Phoenix Plaza Civic Center 220 N. Main St.

14. Convene to Executive Session

- a. ORS 192.660(2)(h). To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

15. Close Executive Session

16. Reconvene Open meeting

To discuss Executive Session

17. Adjournment



City of Phoenix

Heart of the Rogue Valley

Future agenda summary 06/15/20

July 6, 2020 City Council

To be scheduled: City Council

- Code Enforcement Introduction
- Street Scape
- Strategic Plan – Half-Day Study Session

To be scheduled: PHURA

Upcoming City of Phoenix Meetings:

All non-legislative (Parks & Rec and Bee City USA) meetings canceled until further notice.

June 22, 2020	Planning Commission – Continued Public Hearing 6:30 pm at 220 N. Main St., Phoenix
July 06, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix
July 13, 2020	Planning Commission 6:30 pm at 220 N. Main St., Phoenix
July 20, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix



City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1055, certifying that the City of Phoenix provides four or more municipal services

Meeting Date: June 15, 2020

From: J.C. Boothe, Finance/HR Director

Action: __Motion, __Ordinance, xResolution, __Information only

SUMMARY

This is a resolution that, if adopted, certifies that the City meets the requirements to continue to receive state shared revenue.

BACKGROUND AND DISCUSSION

In order to receive state shared revenues, the City must pass a resolution certifying that the City provides four or more municipal services. The law provides that cities located within a county having more than 100,000 inhabitants, according to the most recent decennial census, must provide four or more municipal services. The attached resolution indicates that four or more services are provided.

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

State shared revenue in the FY 2020-2021 budget totals \$407,900.

RECOMMENDATION

Staff recommends Council adopt the attached resolution certifying the City provides four or more services.

PROPOSED MOTION

I move to approve Resolution No. 1055, certifying that the City of Phoenix provides four or more municipal services.

ATTACHMENTS

Resolution

CITY OF PHOENIX
PHOENIX, OREGON

RESOLUTION NO. 1055

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:

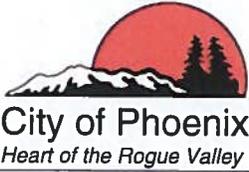
- (1) Police Protection
- (2) Street Construction, Maintenance and Lighting
- (3) Planning, Zoning and Subdivision Control
- (4) One or more utility services.
- (5) Storm Sewers

APPROVED by the City of Phoenix, Oregon, this 15th day of June 2020.

Attest:

Chris Luz, Mayor

Bonnie Pickett, City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1056, Authorizing the transfer of appropriations to prevent over-expenditure of appropriations for Fiscal Year 2019/2020

Meeting Date: June 15, 2020

From: J.C. Boothe, Finance/HR Director

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

Adopting this resolution will give City staff the authority to transfer appropriations to prevent over-expenditure. This resolution is performed annually and is housekeeping in nature.

BACKGROUND AND DISCUSSION

At the end of the fiscal year, a review of the appropriations made in the budget is completed to determine whether a transfer is appropriate to prevent over-expenditure in personnel services or materials and services in each fund. The overall appropriations accomplished at this time are performed within each fund, and the transfers do not change the overall total expenditures budgeted, as the amounts moved within the funds have a total amount debited equal to the amount credited.

Although it is possible to incur unforeseen expenses after the appropriation transfer, the City's goal is to ensure the final budget does not experience over-expenditure. For that reason, the transfers suggested are estimated higher than anticipated based on historical expenditures made in the final month of the budget.

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends Council adopt the resolution transferring appropriations to prevent over-expenditure of appropriations for Fiscal Year 2019/2020.

PROPOSED MOTION

I move to adopt Resolution No. 1056, authorizing the transfer of appropriations to prevent over-expenditure of appropriations for fiscal year 2019/2020.

ATTACHMENTS

Resolution

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1056

A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS TO PREVENT OVER-EXPENDITURE OF APPROPRIATIONS FOR FISCAL YEAR 2019/20.

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, the appropriations in the General Fund originally consisted of seven departments now condensed into five departments, combining the Planning and Building Department into one and removing the Inter-Departmental Department;

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

THE CITY OF PHOENIX RESOLVES AS FOLLOWS, that the City Council authorizes the Finance Director to transfer appropriations as listed below, within the General Fund, to alleviate or prevent over-expenditures in appropriations for the 2019/20 fiscal year.

<u>NAME OF FUND</u>	<u>Increase</u>	<u>Decrease</u>
GENERAL FUND		
Executive Dept.	\$32,600	
Finance Dept.	\$92,323	
Police Dept.		\$115,000
Planning/Building Dept.	\$180,362	
Building Dept.		\$121,362
Parks Dept.	\$15,000	
Inter-Departmental		\$83,923
Totals	<u>\$320,285</u>	<u>\$320,285</u>

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 15th day of June 2020.

Attest:

Chris Luz, Mayor

Bonnie Pickett, City Recorder

Budget Changes after Adoption

ORS 294.100: It is unlawful for any public official to spend money in excess of the amounts provided by law, or for any different purpose.

ORS 294.338: It is unlawful to expend money unless authorized by Local Budget Law.

ORS 294.456(6): After the governing body has enacted the resolutions necessary to adopt the budget as required, an expenditure of public money may not be made for any purpose in an amount greater than the amount appropriated, except as provided in ORS 294.338 [exceptions to the budget process], 294.478 [emergency educational expenditures], 294.463 [appropriation transfers], 294.471 and 294.473 [supplemental budgets].

Appropriation Transfers (294.463)

Intra- and Inter-fund transfers between appropriation categories

- Transfer by resolution
- State the need for the transfer, purpose of the expenditure, and the amount
- Can't be used to create appropriation categories

Contingency transfers

- Transfer by resolution if 15% or less of the total fund appropriations
- State the need for the transfer, purpose of the expenditure, and the amount
- Use a supplemental budget for transfers over 15%

Supplemental Budgets (294.471 & 294.473)

Supplemental budget to increase or decrease appropriation amounts allowed if:

- Condition was not ascertained when budget was prepared, or
- Unforeseen pressing necessity arises, or
- Unknown state, federal or local funds made available, or
- Unknown funded request for services received, or
- Insurance or property sale proceeds are used to replace facility, or
- Significantly more tax money received than budgeted, or
- Significantly less tax money received than budgeted.

Supplemental budget must:

- Be adopted before any expenditure exceeds existing appropriation
- Be only for current fiscal year
- Not increase tax levy

If supplemental budget changes any fund expenditures by 10% or less:

- No public hearing required; consideration and adoption take place during regular meeting.
- Meeting notice required not less than 5 days prior to regular meeting.
- Meeting notice includes statement that a supplemental budget will be considered.
- Governing body makes appropriations at its regular meeting.
- Appropriation resolutions state the need for, purpose, and amount of the appropriation.

If supplemental budget changes any fund expenditures by more than 10%:

- Public hearing required.
- Hearing notice required not less than 5 days prior to hearing.
- Notice published by newspaper, mail or hand delivery.
- Notice includes summary of changes in funds that will change by more than 10%.
- Governing body holds public hearing before making appropriations.
- Appropriation resolutions state the need for, purpose, and amount of the appropriation.

Budget Exceptions and Amendments

Situation	Resolution Transfer Allowed	Supplemental Budget Required	No Official Action Required
Unforeseen Grant - unknown at time of regular budget (294.338(2))	• Specific purpose ✓		
	• General purpose	✓	
Funded Unforeseen Condition or Pressing Necessity (294.338(3))	• Cost paid with non-tax money, or	✓	
	• Cost paid by outside source requesting service.	✓	
Bond Proceeds or Debt Service (294.338(4))	• If 60-day period in ORS 287A.150 expired after budget adopted, or		✓ ***
	• If bonds approved by voters during current year, or		✓ ***
	• If the bonds are to refund previous bonds.		✓ ***
Expenditure of Bond Proceeds (294.338(5)):	• From conduit revenue bonds or their debt service, or		✓ ***
	• Money escrowed for defeasing bonds, or		✓ ***
	• From prepayments of bond redemption assessments.		✓ ***
Local Improvement Assessments (294.338(6))			✓ ***
Deferred Employee Compensation (294.338(7))			✓
Purchase Refund (294.338(9))	✓		
New District (294.338(10))	• No budget required in year formed • If formed between March 1 and June 30th, no budget required the following year either.		✓ ***

*** Board resolution strongly encouraged.

Appropriation Transfers

Intra-Fund Transfers (294.463(1)) - From one existing appropriation category to another		✓		
Inter-Fund Transfers (294.463(3)) to transfer equal appropriations and resources between funds	• Limitations on "specific purpose" funds apply (e.g. GO debt service, special purpose grants, reserves, Gas Tax revenues, etc.)	✓		
Contingencies (294.463(2))	• Up to 15% of fund total appropriations	✓		
	• Over 15% of fund total appropriations		✓	

Budget Exceptions and Amendments, cont'd

Situation	Resolution Transfer Allowed	Supplemental Budget Required	No Official Action Required
Inter-Fund Loans			
Inter-Fund Loans (294.468)	✓		
	<ul style="list-style-type: none"> • May not be from debt service or debt service reserve. • May not be constitutionally dedicated money. • Operating loan limited to current year and next year • Capital loan limited to 10 years. • Capital loan must specify interest rate 		

Other Exceptions

Involuntary Conversion / Natural Disaster (294.481)	✓		
	<ul style="list-style-type: none"> • Any available funds may be spent, including unappropriated ending fund balance. • If public health/safety requires prompt action, executive officer may authorize expenditure by written order. 		
Unnecessary Fund Elimination (294.353)	✓		
	<ul style="list-style-type: none"> • Fund balance goes to General Fund unless otherwise provided when fund established 		
Reducing Appropriations (294.471(1)(h))	✓		✓
		✓	
		✓	
	<ul style="list-style-type: none"> • Optional - may choose just to spend less than appropriated. • Adopt supplemental at regular meeting if change is = or < 10%. • Public hearing required before supplemental if budget changes more than 10% 		
School/Community College Emergency (294.478)	✓		
	<ul style="list-style-type: none"> • To spend additional money from Federal Government or ESD under ORS 334.370. • Must declare emergency. 		
Pass-through Adjustment (294.466)	✓		
	<ul style="list-style-type: none"> • Use when taxes, fees or charges imposed and passed through by a different entity are more than anticipated 		
Emergency Situation (294.481) • Involuntary Conversion or destruction of property • Civil Disturbance • Natural disaster • Public calamity	✓		
			✓
	<ul style="list-style-type: none"> • Any available funds may be spent, including unappropriated ending fund balance. • If public health/safety requires prompt action, executive officer may authorize expenditure by written order. 		
Unnecessary Fund Elimination (294.353)	✓		
	<ul style="list-style-type: none"> • Balance to General Fund unless otherwise provided when fund set up. 		

ORS 294.463¹

Transfers of appropriations within fund or between funds

Subject to the provisions of the charter of a city or county or a law relating to municipal corporations:

- (1)** Except as provided in subsection (2) of this section, transfers of appropriations may be made within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation. The ordinance or resolution must state the need for the transfer, the purpose for the authorized expenditure and the amount transferred.
- (2)** Transfers of general operating contingency appropriations that in aggregate during a fiscal year or budget period exceed 15 percent of the total appropriations of the fund contained in the original budget adopted by the governing body of the municipal corporation for the fiscal year or budget period may be made only after adoption of a supplemental budget prepared for the purpose.
- (3)** Transfers of appropriations or of appropriations and an equal amount of budget resources may be made between funds of the municipal corporation when authorized by ordinance or resolution of the governing body. The ordinance or resolution must state the need for the transfer, the purpose for the authorized expenditures in the appropriation and the amount transferred.
- (4)** This section applies only to transfers made after a budget has been approved and during the fiscal year or budget period for which the appropriations are made.
[Formerly 294.450]

¹ Legislative Counsel Committee, *CHAPTER 294—County and Municipal Financial Administration*, https://www.oregonlegislature.gov/bills_laws/ors/ors294.html (2019) (last accessed May 16, 2020).

Currency Information

**RESOLUTION NO. 19-11
A RESOLUTION ADOPTING A BUDGET TRANSFER OF APPROPRIATIONS,
ESTABLISHING APPROPRIATIONS WITHIN THE 2018-2019 BUDGET.**

WHEREAS, the Scappoose City Council adopted the fiscal year 2018-2019 Budget on June 18, 2018; and

WHEREAS, because of the circumstances stated below, the Mayor and City Council of the City of Scappoose determine that it is necessary to adopt a budget adjustment, establishing the following additional appropriations; and

WHEREAS, the additional requirements were not anticipated at the time of the budget preparation for fiscal year 2018-2019; and

WHEREAS, there is no tax and thus no categorization of a tax involved with this budget transfer of appropriations; and

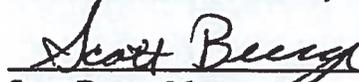
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Scappoose hereby-adopts the Budget adjustment-for fiscal year-2018-2019 as shown below, and

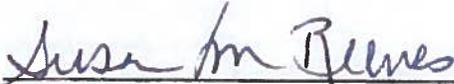
BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2018 and for the purposes shown below are hereby appropriated as follows:

	Current Appropriation	Change	Revised Appropriation
General Fund- Police Department			
Capital Outlay	35,923	2,412	38,335
Materials & Services	271,057	(2,412)	268,645
Stormwater Drainage Fund			
Capital Outlay	-	11,786	11,786
Debt Service	107,350	(11,786)	95,564
Utility Water Fund			
Debt Service	161,113	2,854	163,967
Materials & Services	642,502	(2,854)	639,648

PASSED AND ADOPTED by the City Council this 17th day of June 2019 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON


Scott Burge, Mayor

Attest: 
Susan M Reeves, MMC, City Recorder

COUNCIL RESOLUTION No. 37-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TRANSFERRING \$44,000 OF APPROPRIATIONS FROM THE RECORDS AND INFORMATION MANAGEMENT DEPARTMENT TO THE PUBLIC WORKS ADMINISTRATION DEPARTMENT.

WHEREAS, the Public Works Administration Department experienced some unanticipated expenses related to the retirement and recruitment of a key position; and

WHEREAS, the increase in unanticipated expense is causing our yearend projections to exceed budget appropriations; and

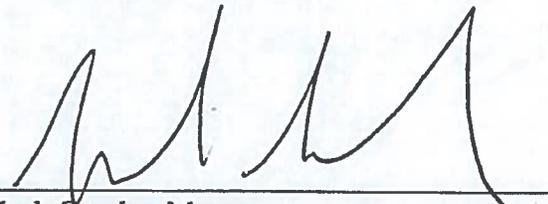
WHEREAS, the Records and Information Management Department is projected to have excess budget appropriations beyond what we anticipate expending; and

WHEREAS, to maintain compliance with local budget law, we need to transfer \$44,000 of appropriations from the Records and Information Management Department to the Public Works Administration Department.

Now, Therefore, be it Resolved that Council hereby transfers \$44,000 of budget appropriations from the Records and Information Management Department to the Public Works Administration Department.

Introduced and adopted by the City Council on 6/5/18.

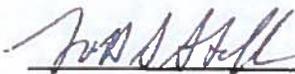
This resolution is effective on 6/5/18.



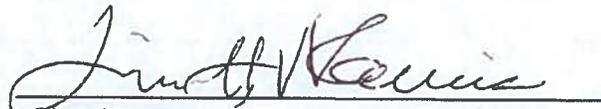
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott Stauffer, City Recorder



City Attorney

RESOLUTION 2011-03

**A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND –
CONTINGENCY APPROPRIATION TO THE GENERAL FUND – MATERIALS AND SERVICES APPROPRIATION.**

WHEREAS, on June 23, 2010, the La Pine City Council ("City Council") adopted the 2010-2011 fiscal year budget, made appropriations, and levied taxes with the adoption of Resolution 2010-09;

WHEREAS, the City of La Pine (the "City") desires to purchase the real property and commercial building located at 16345 6th Street, La Pine, Oregon 97739, to be used as the City's City Hall (the "City Hall").

WHEREAS, when the budget was adopted, the City's purchase of the City Hall was not anticipated by the City Council.

WHEREAS, It is necessary to transfer Fifty-three Thousand and 00/100 Dollars (\$53,000.00) from the General Fund – Contingency appropriation to the General Fund – Materials and Services appropriation to cover the down payment for the City Hall.

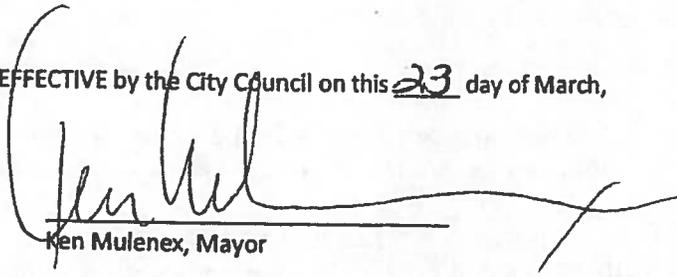
NOW, THEREFORE, BE IT RESOLVED, by and through the City Council meeting in regular session, as follows:

1. The findings for the need of the appropriation transfer, the purpose of the expenditures, and amount of appropriation transfer, all as provided above, are hereby incorporated herein at this point by reference.
2. The transfer of Fifty-three Thousand and 00/100 Dollars (\$53,000.00) from the General Fund – Contingency appropriation to the General Fund – Materials and Services appropriation for the purpose described above is hereby authorized and the City amends the General Fund appropriations as follows to reflect such transfer:

	<u>Adopted Budget</u>	<u>Transfer Amount</u>	<u>Revised Budget</u>
General Fund			
Personal Services	\$204,400.00		\$204,400.00
Materials and Services	\$440,700.00	\$53,000.00	\$493,700.00
Contingency	<u>\$100,000.00</u>	(\$53,000.00)	<u>\$ 47,000.00</u>
	\$745,100.00		\$745,100.00

[Signature page follows.]

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council on this 23 day of March,
2011.

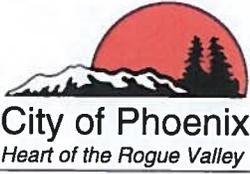


Ken Mullenex, Mayor

ATTEST:



Richard L. Allen, City Manager



City of Phoenix
Heart of the Rogue Valley

Agenda Item #:5a3 & 5a4.

Agenda Report to Mayor and Council

Agenda item title: Public Works Admin. and Planning Building Aide Hires

Meeting Date: June 15, 2020

From: Eric Swanson, Interim City Manager

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

Approvals to hire Public Works Admin. and Planning Building Aide full-time and contracted positions.

BACKGROUND AND DISCUSSION

As per the City Charter, the Interim City Manager cannot make appointments without City Council approval. The Public Works Admin. and Planning Building Aide openings were advertised and subsequent interviews were conducted. The job descriptions and applicants chosen along with their resumes are provided in the attachments.

COUNCIL GOALS SUPPORTED

Goal 21: Implement standardized hiring and personnel practices that result in staff retention and job satisfaction.

FISCAL IMPACT

Both positions have been budgeted, the Public Works Admin. position will be filled as a full-time city employee and the Planning Building Aide will be a contracted position for 20 hours a per week. The contract and terms for the Building Planning Aide position is attached.

RECOMMENDATION

Approve hiring's for the vacant positions.

PROPOSED MOTION

I move to authorize the Interim City Manager to appoint Public Works Admin. and Planning Building Aide positions.

ATTACHMENTS

Estefania Cladera and Joe Slaughter resumes, Agreement for Building and Planning Aide Services, and Public Works Admin. and Planning Building-Aide job descriptions.



Public Works

P.O. Box 330 • Phoenix, Oregon 97535 • (541) 535-2226

FAX (541) 535-9594

Dear Mayor and City Council,

Our Public Works Department has been in dire need of a replacement Administrative Assistant. After a month of searching we have finally found a candidate that meets the qualifications and I feel would be a good fit on the team. Estefania Caldera has a Bachelor's degree in Health Administration and has a lot of experience interacting with people. A useful skill that Estefania has is that she is bilingual in Spanish, the city would benefit from this to help those that need assistance in Spanish. Estefania is customer service-oriented which is an important aspect of this position as it involves a lot of interactions with the citizens of Phoenix. It is my recommendation to the City of Phoenix that we hire Mrs. Caldera as the full-time permanent Administrative Assistant.

Sincerely,

Matias Mendez

Matias Mendez

Public Works Superintendent

City of Phoenix

ESTEFANIA CALDERA
B.S.H.A

Objective: I'm currently seeking a career full-time position where I can use and expand my clerical, organizational and customer service skills. I am a very honest, reliable and trustworthy individual capable of working independently and in a team environment.

Skills:

- Customer service-oriented
- Office Proficiency
- Team Player
- Bilingual English/ Spanish

Education:

California State University, Northridge, C.A.
May 2014
Bachelor of Science Degree in Health Administration

Certificates:

BLS Certification 2019
Medical Terminology: 24.00 hours of training
July 2018
Certificate in Long Term Care Social Services
June 2018

Experience:

La Clinica Phoenix Health Center – Phoenix, OR

Patient Service Representative | November 2018 – Present

- Check-in patients for scheduled appointments.
- Collect and post payments and record receipts.
- Coordinate with clinic staff to determine availability for non-scheduled appointments and ensure patients are seen in a timely manner.
- Accurately assign payor source to each qualifying patient visit.
- Accurately collect confidential, sensitive patient information used for federal grant reporting.
- Enter patient data from completed client paperwork into EPIC database for charting and reporting purposes.

Union Bella Restaurant – Jacksonville, OR

Hostess | September 2018 – December 2018

- Greeted customers in a friendly and professional manner.
- Operated the cash register and managed take-out orders when required.
- Answered phones, took messages and made reservations.
- Assisted in closing and cleaning duties.

Kei-Ai Los Angeles Healthcare Center – Los Angeles, CA

Social Service Designee | January 2018 – August 2018

- Responsible for patient assessments, daily visits and documentation of residents upon admission or as needed.
- Arranged transportation to and from doctor appointments, hospital visits and dialysis appointments.

- Coordinated and attended care plan meetings with MDS nurse, dietary, rehab, residents and family members.
- Ensured patient needs were being met by referring them to any consultations ex: Dental, Podiatry, Ophthalmology, Audiology, ENT, and/or Psychosocial Evaluation.
- Coordinated discharge plan for short-term patients, made arrangements for any DME, HH or any other services prior to discharge. Followed up on patients after discharge to assure discharge needs were met.

Business Office Assistant | August 2015 – December 2017

- Provided front office assistant, including telephone reception duties, as needed.
- Collected the midnight census information from each nursing station to generate daily census for the morning stand-up meeting.
- Assisted the Business Office Manager with the account receivables collections of past due accounts, by making collection calls, sending letters and documenting collection activity in Point Click Care Software.
- Managed the Resident Trust Account and assured that all of the fund regulations were met.
- Performed Hospice billing on a monthly basis.
- Interacted with the admissions department, the nursing staff and the social service department in order to ensure the residents were receiving the highest quality of care.
- Assisted families with any billing questions regarding private accounts, with a friendly and positive attitude.

SHIELDS for Families – Lynwood, CA

Navigator & Program Specialist | October 2014 – August 2015

- Assisted with the coordination of program events and activities.
- Managed electronic database to reflect updated community resources, client information, and client contracts in order to generate monthly reports to the Program Manager.
- Maintained caseload documentation in compliance with the agency, federal, state, county and local regulations.
- Attended on-site trainings/seminars in regards to Child Abuse and HIPPA guidelines and regulations.
- Served as liaison between collaborative partners and Program Manager, communicating specific needs.
- Assisted on-site Navigator with conductive intakes, providing referrals to clients and their families in the absence of the Navigator.
- Conducted outreaches at various agencies in South LA to inform community members and service providers about PIDP (Prevention Initiative Demonstration Project) services.
- Gathered monthly reports from partners, synthesized data, and produced initial figures for report completion.

Providence Tarzana Medical Center - Tarzana, CA

Operational Excellence (Intern) | May 2014 – July 2014

- Performed physical inventory count in the Emergency Department to improve healthcare delivery and quality outcomes.
- Navigated the busy workflow of the nursing, imaging and emergency department.
- Participated in a supply cost reduction project of 500k.
- Member of Lean Six-Sigma team, which aimed to improve efficiency and process.

Macys, Inc. – Los Angeles, CA

Sales Associate | November 2009- March 2011

- Maintained inventory while increasing sales in the junior department.
- Honored customers by providing quick, friendly and personal service.
- Generated customer satisfaction by responding appropriately to customer concerns.
- Operated computerized cash register system.

Full-time Public Works Administrative Assistant

The City of Phoenix is seeking a friendly, positive individual with excellent communication skills to coordinate and perform a wide variety of responsible and complex administrative support duties regarding the stand operating policies and procedures of the Public Works Department.

Mandatory requirements include working knowledge of computer software including Microsoft Word, Excel, and PowerPoint programs, ability to read and interpret documents, such as state laws, city ordinances, operating and maintenance instructions, and procedure manuals, and knowledge of statutory requirements of the Department of Public Works.

The candidate will possess an Associate degree in Secretarial Science or specialized training in areas related to job duties, five years of related experience in a public works setting or any satisfactory combination of experience and training which demonstrates the knowledge, skills and abilities to perform above duties.

Salary range is \$2,914 – \$3,719 per month DOQ plus benefits.

For first consideration, apply by May 22, 2020, by sending your resume and cover letter to jc.boothe@phoenixoregon.gov.

CITY OF PHOENIX

JOB DESCRIPTION

JOB TITLE: Administrative Assistant
DEPARTMENT: Public Works
REPORTS TO: Public Works Superintendent
UNION POSITION: Yes
FSLA STATUS: Non-exempt

DEFINITION: The Administrative Assistant provides support and assists in the administration of the standard operating policies and procedures of the Department. This position maintains close working relationships with other personnel, outside agencies, and the general public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties and responsibilities are not to be construed as all-inclusive. The essential duties will include other responsibilities as assigned and required.

1. Write correspondence and complete research as requested by Public Works Superintendent.
2. Respond to public or other inquiries regarding department policies and procedures.
3. Respond to citizen complaints.
4. Oversee and manage the Public Works Safety program.
5. Coordinate safety training material and attend required city Safety Committee meetings.
6. Oversee and maintain OSHA compliance.
7. Establish and maintain filing system and indexes using independent judgment.
8. Coordinate Cross Connection program.
9. Research grant solicitations and grant administration.
10. Responsible for updating and maintaining current legal requirements for required public notifications under bid procurements; public hearing process; road closures, emergency closures, etc.
11. Agenda bill, Ordinance and Resolution preparation.

ESSENTIAL JOB FUNCTIONS:

1. Ability to work independently as well as in a group setting.
2. Ability to perform multiple tasks with continuity on a consistent basis and in a timely manner.
3. Ability to exercise good judgment, courtesy and tact with the public and employees.
4. Knowledge of computer software including, Word, Excel and Power Point.
5. Ability to read and interpret documents such as state laws, city ordinances, operating and maintenance instructions, and procedure manuals.
6. Ability to meet deadlines.
7. Must be detail oriented and have good organizational skills.

Adm. Assistant -Public Works

8. Must be able to demonstrate ability to type 40 wpm.
9. Must be able to effectively present information to the public, employees and other agencies.

JOB QUALIFICATIONS:

1. Associates degree in Secretarial Science or specialized training in areas related to job duties.
2. Five years of related experience in a public works setting.
3. Any equivalent combination of education and experience can substitute for the five years of related experience.
4. Working knowledge of computers.
5. Communicate both verbally and in writing.
6. Knowledge of statutory requirements of the Dept. of Public Works.

PHYSICAL DEMANDS OF POSITION:

While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. This position requires mobility. Duties involve moving materials weighing up to 25 pounds. Manual dexterity and coordination are required over 80% of the work period while operating equipment such as computer keyboard, telephone, etc. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to focus.

WORKING CONDITIONS:

Usual office working conditions.

SUPERVISION:

Works under the direction of the Public Works Superintendent

April 22, 2020

City of Phoenix
Eric Swanson, City Manager
PO Box 330
Phoenix, OR 97535

Dear Mr. Swanson,

I am reaching out to express my interest in the Building – Planning Aide position with the City of Phoenix. I saw the posting on the League of Oregon Cities' website and was immediately interested. Currently, I am an independent land-use consultant. I have extensive public sector experience, having worked for over 10 years as a municipal planner for the cities of Klamath Falls, Medford and Grants Pass.

I have extensive experience working with the public, interpreting and administering land development codes/ordinances, preparing notices, making recommendations, writing staff reports and making decisions on land use issues.

I hold a master's degree in Community and Economic Development from Penn State University, and I am an AICP certified planner through the American Planning Association.

Although I have extensive experience as a Planner, I understand that the recruitment is for a Building – Planning Aide. I am interested in the position as advertised; however, I am also open to the possibility of filling a larger role in the Planning and Building Divisions for the City of Phoenix if that is a possibility.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe", followed by a long, sweeping horizontal line that extends to the right.

Joe Slaughter

Joe Slaughter

Education	<p>August 2008 – December 2011 Pennsylvania State University Master of Professional Studies in Community and Economic Development</p> <p>September 1998 – August 2001 Portland State University Bachelor of Science in Biology</p> <p>March 2007 Oregon Institute of Technology ESRI ArcGIS Certificate</p>
Certifications	<p>Certified Planner with the American Institute of Certified Planners (AICP). Member ID: 226156.</p>
Work experience	<p>June 2016 – Present Medford, Oregon Slaughter Consulting / Richard Stevens & Associates, Inc. Land Use Consultant / Planner</p> <ul style="list-style-type: none"> ▪ Independent land-use consultant - Slaughter Consulting ▪ Contract planner for City of Klamath Falls - February 2018 to September 2019 ▪ Subcontract with Richard Stevens & Associates to work primarily on complex rural and urban land-use applications. Specialist in urban planning and statewide planning laws/rules. ▪ Present to various committees, commissions, and boards including city and county planning commissions, city councils and board of county commissioners. <p>August 2015 – June 2016 Grants Pass, Oregon City of Grants Pass Senior Planner</p> <ul style="list-style-type: none"> ▪ Managed current planning division ▪ Planned and organized the work of the division ▪ Responsible for specialized, complex, and high-profile projects <p>December 2013 – August 2015 Medford, Oregon City of Medford Planner IV</p> <ul style="list-style-type: none"> ▪ Lead planner for the comprehensive (long-range) planning section ▪ Responsible for: <ul style="list-style-type: none"> Tasks related to amending the City's Urban Growth Boundary Updating existing code elements Drafting new code sections Meeting regulatory requirements (County, State, other) for Planning Department <p>June 2006 – July 2013 Klamath Falls, Oregon City of Klamath Falls Senior Planner</p> <ul style="list-style-type: none"> ▪ Hired as a Planner, promoted to Associate Planner and then promoted to Senior Planner ▪ Responsible for Planning Department's Geographic Information System (GIS). ▪ Earned Master's Degree while employed full time with Klamath Falls ▪ Earned AICP certification

Other Experience

- Former member of the Bicycle and Pedestrian Advisory Committee for the City of Medford
- Former member of the Klamath County Planning Commission
- Former board member of the Friends of Moore Park (a local non-profit)

Professional References

CITY OF PHOENIX

Building/Planning Aide

Job Description

JOB TITLE: Building/Planning Aide
DEPARTMENT: Planning/Building
REPORTS TO: City Manager
UNION POSITION: Yes
FSLA STATUS: Non-exempt

GENERAL STATEMENT OF DUTIES:

The Building/Planning Aide is the first point of contact for almost all development-related services in the City of Phoenix. First impressions are important, and the person filling this position must demonstrate exceptional customer service skills and a can-do attitude in a small jurisdiction where all employees wear multiple hats.

The position reports to the City Manager and provides support to a contract Building Official. The position requires general knowledge of Oregon land use, an understanding of state building codes and permitting, strong computer and writing skills and the ability to multi-task.

DISTINGUISHING FEATURES OF THE CLASSIFICATION:

Most duties of this classification involve working with the public administering the City's Land Development Code and State Building Codes, accepting and issuing building permits, preparing land use notices, and approving ministerial applications. These duties will require a person with the ability to research and problem-solve in order to issue permits, and perform the office duties as described above. This person must have the ability to work independently.

REPRESENTATIVE DUTIES:

- Work with the general public on a daily basis to provide information regarding pending building and land use applications and/or submittal of new applications.
- Provide information regarding the type of review for specific Building and Planning applications and the time frame from submittal to approval.
- Review applications for general completeness utilizing file information specific to the application, determine applicable Phoenix codes, planning/design standards, criteria and application requirements (site plans, elevation drawings, property measurements, mailing labels, etc.).
- Log and track progress of applications from submittal through Final Order Approval and/or issuance of Building Permits.
- Establish and maintain files, records, and expense items to ensure easy retrieval and integrity, in accordance with City and State retention guidelines.
- Prepare agendas, mail public notices, prepare and distribute Planning Commission packets, arrange and set up meeting space, take and transcribe meeting minutes.
- Perform in-depth review and approval of ministerial applications.

- Review construction plans prior to submittal to the Building Inspector. Calculate fees and issue building permits.
- Field citizen complaints and research possible code violations; work with Code Enforcement Officer to assess and resolve violations.
- Compile monthly report of building permit statistics and fees. Prepare “Local Government Surcharge Fee Report Invoice” for payment to the State of Oregon Building Codes Division.
- Calculate System Development fees.
- Perform extensive research to obtain data regarding properties for land use issues.
- Improve efficiencies in application processing, compilation of information, and tracking of documents.
- Perform special projects and other duties as assigned.

QUALIFICATIONS FOR EMPLOYMENT:

The ideal candidate will have a proven history demonstrating strong interpersonal and customer service skills. Applicants should have a general understanding of urban planning and land use laws, urban design, architecture, geography, the ability to interpret site and construction plans, research methods, report preparation, and building permit procedures. Knowledge of general office practices and procedures along with standard computer applications (Word, Excel, and Powerpoint) and capabilities is a must; experience with applications specific to Building and Planning (ArcView, SketchUp, website design and maintenance) is desirable.

1. One (1) year experience in building permit processing, urban planning or equivalent experience.
2. Ability to read and interpret Building and Site plans.
3. Basic knowledge of land use principles, plans, regulations, and laws including notification, adoption, and amendment.
4. Ability to use personal computers and standard suite of office software.

PHYSICAL DEMANDS OF POSITION:

While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. This position requires mobility. Duties involve moving materials weighing up to 25 pounds. Manual dexterity and coordination are required over 80% of the work period while operating equipment such as computer keyboard or telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to focus.

WORKING CONDITIONS:

Working conditions are typical for an office environment. However, field or on-site work including walking, observing, measuring, and taking pictures/notes on undeveloped sites is required in any season of the year. Applicant must have a good driving record and have, or be able to obtain, an Oregon Driver’s License. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is typical of most offices.

AGREEMENT FOR AN PLANNING AND BUILDING AIDE

This Agreement for Planning and Building Aide services is executed on June 16, 2020 entered into and agreed upon by and between the City of Phoenix, Oregon, and Joseph Slaughter ("Employee").

RECITALS

- A. The City is in need of a Planning and Building Aide to oversee and administer the duties specified by the City of Phoenix and the laws of the State of Oregon.
- B. The City desires to hire Employee as a Planning and Building Aide as provided herein.

AGREEMENT

1. **General duties and standards.** Employee, while serving as Planning and Building Aide, shall work under the direction of the Phoenix City Manager, and shall perform the duties upon the Planning and Building Aide as set forth in Exhibit A.
2. **Compensation.** While serving as Planning and Building Aide, Employee shall be paid in the gross amount of \$60.00 per hour, before withholding of taxes, FICA and any other deductions.
 - 2.1. **Hours.** Employee is expected to work approximately twenty hours per week and shall, be present at city hall following an mutually agreed upon schedule. Employee understands that he is an at-will, part-time and professional employee exempt from the payment of overtime under the federal Fair Labor Standards Act and Oregon law and exempt from retirement and health insurance benefits. City recognizes Employees need for personal time off and such time off taken by Employee during the term of this agreement shall be considered unpaid leave, with the exception of paid holidays, on which days Employee shall be compensated for in the same manner regular employees are compensated by the City.
3. **Term.** The term of this Agreement (the "Term") commences on the date it is executed, (the "Commencement Date") and is continuous until notified by either party of a separation or termination date.
 - 4.1. **Termination for Convenience.** In addition, and subject to Employee's at-will status, the City may terminate this Agreement at any time and for any reason at its convenience without cause upon written notice to Employee. Employee may terminate this Agreement at any time for any reason at his convenience without cause upon at least thirty (30) days' prior written notice to the Agency.
5. **Miscellaneous provisions.**
 - 5.1 **Assignment.** This Agreement is personal in nature and shall not be assigned or delegated by Employee, either voluntarily or involuntarily.

5.2 Modification. No modification of this Agreement shall be valid unless it is in writing and is signed by all of the parties.

5.3 Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

5.4 Binding Effect. Subject to restrictions in this Agreement upon assignment, this Agreement shall be binding on and inure to the benefit of the legal representatives, successors, and assigns of the parties.

5.5 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement that:

- (i) The parties have expressly agreed shall survive any such termination or expiration; or
- (ii) Remain to be performed or by their nature would be intended to be applicable following such termination or expiration, including, without limitation, the exercise of any remedies available under this Agreement or at law.

Joe Slaughter
Employee

Date

Eric Swanson
Phoenix City Manager

Date



Proposal for Facilitation Services

Submitted to:

Eric Swanson
Interim City Manager
City of Phoenix
112 W. 2nd
Phoenix, Oregon 97535
eric.swanson@phoenixoregon.gov

June 10, 2020

Dear Eric:

Based on our conversation from Monday, I understand that you have asked for a proposal for a full-day (8 hour) facilitation from the League of Oregon Cities (LOC). The purpose of the facilitation will be to hopefully accomplish three things among various city of Phoenix officials: (1) begin the process of solidifying trust; (2) identify any communication barriers, and if any barriers are identified, build new communication pathways; and (3) identify roles and responsibilities for each official participating in the facilitation. LOC strongly encourages each elected official, the city manager, and all department heads to participate in this facilitation.

Any facilitation provided by LOC will be specifically tailored to the city of Phoenix and its current needs. No two facilitations are the identical. To build a Phoenix-specific facilitation, LOC staff will review all governing documents and relevant codes/policies of the city of Phoenix, review the city's recent internal investigation report, and conduct a series of one-on-one interviews with each person who will participate in the facilitation. Once these three actions have been taken, an outline of the facilitation will be provided to you, as the Interim City Manager, whereupon you can comment and make suggested changes.

The interviews between LOC and Phoenix officials will be confidential, at no time will LOC share the results of the interviews with any person who is not an employee of the LOC. Each person interviewed will be asked a series of questions designed to identify their specific concerns with how Phoenix is currently operating and the goals they hope to achieve with the facilitation. In my experience, these interviews can last anywhere between 20 minutes to one hour, it really depends on the person being interviewed and what they have and want to say. LOC will also allow for facilitation participants to send it comments/concerns via email if participants prefer that communication mode. Interviews will be conducted between 7 to 4 weeks in advance of the facilitation date – this allows LOC staff enough time to digest what was learned in the interviews to help build a Phoenix-specific facilitation program.

It is understood that the City of Phoenix intends for this training to be open only to City of Phoenix officials and the cost estimate below reflects as such (LOC understands this will be a public meeting and the public may be invited to watch the proceedings, but that the public will not be allowed to participate in the facilitation). The cost for this facilitation is a flat fee of \$5,000.00. Phoenix will be billed for the facilitation within the 30 day

period following the facilitation.

LOC has four potential dates upon which it can conduct the facilitation:

- Tuesday, July 28, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break);
- Wednesday, July 29, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break);
- Tuesday, August 11, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break);
- **Wednesday, August 12, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break);**
- Saturday, September 19, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break); or
- Saturday, September 26, 2020 (8 a.m. to 5 p.m. – 1 hour lunch break).

I have tentatively blocked off these six dates until you identify which date works best for your city. If none of the dates work for Phoenix, we will need to look at dates during the month of October.

If you choose to proceed with this proposal, please sign below where indicated and indicate which date you wish to use for the facilitation. The City of Phoenix will be responsible for providing the meeting space for the facilitation and any additional optional meeting needs such as food and beverages, pens and notepads, etc.

Disclaimers: This facilitation is not intended to be a substitute for and will not provide legal advice. The materials provided through this training are intended to be for informational purposes only. Additionally, please consider that gatherings of public officials for facilitations such as this may constitute a public meeting and require providing public notice as required by law.

If you would like to proceed with this proposal, please complete the area below and return it by Friday, June 5, 2020.

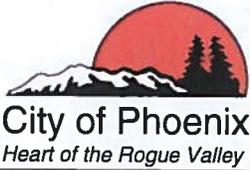
Sincerely,
Patricia M. Mulvihill
General Counsel
League of Oregon Cities

On behalf of the City of Phoenix (City), I agree to the terms and fees as outlined in the proposal above. I understand that the League of Oregon Cities (LOC) reserves the right to cancel any facilitation for any reason in its sole discretion. The City may also cancel the period of instruction for any reason by doing so in writing at least fourteen (14) calendar days prior to the scheduled training date. If the City cancels with fewer than fourteen (14) calendar days prior to the event, the City may be billed for any actual cost incurred by LOC.

By: _____ **Date:** _____

Name: _____ **Title:** _____

Date of Facilitation (Please pick from four available options provided above or note that dates in September should be provided): _____



Agenda Report to Mayor and Council

Agenda item title: IGA between City of Talent, Jackson County and City of Phoenix to facilitate Emergency Small Business and Microenterprise Grant Assistance Program (SBMA)

Meeting Date: June 15, 2020

From: Eric Swanson, Interim City Manager

Action: Motion Ordinance, Resolution, Information only, Other

SUMMARY

Consideration of an Intergovernmental Agreement (IGA) in collaboration with SOREDI, City of Talent, Jackson County and City of Phoenix to utilize CDBG 2020 Emergency Small Business and Microenterprise Grant Assistance Program (SBMA).

BACKGROUND AND DISCUSSION

The attached document entitled "2020 CDBG SBMA Outline" provides an overview of the purpose, identified participant entities, grant amounts, target dates and related background on the application for CDBG Emergency Small Business and Microenterprise Grant Assistance Program (SBMA). These funds are to assist businesses in Phoenix remain solvent and be ready and able to rebuild and/or open due to COVID-19 economic impacts.

COUNCIL GOALS SUPPORTED

Goal 6 Attract new businesses and support existing ones.

FISCAL IMPACT

No financial match requirements.

RECOMMENDATION

Approve IGA.

PROPOSED MOTION

"I move to authorize the ICM to sign the IGA between the City of Talent, Jackson County and City of Phoenix to facilitate Emergency Small Business and Microenterprise Grant Assistance Program (SBMA)."

ATTACHMENTS

IGA, 2020 CDBG SBMA Outline

CDBG 2020 Emergency Small Business and Micro-Enterprise Grant Assistance Program (SBMA)

Purpose

Help businesses remain solvent and be ready/able to rebuild and/or reopen.

Participants

Talent (lead), Phoenix, Jackson County

Grant Amount

\$150,000, less 10% administrative. Initial allocations: \$51K (Talent) / \$41K (Phoenix) / \$41K (Jackson County).

If an individual jurisdiction does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses from all three (3) participating jurisdictions on a first-come-first-served basis.

Target Dates

June 17	Receive all jurisdictional application information
June 23	Submit reviewed application to Business Oregon
July 20	Notification of Award; publish NOFO for public
July 27	Begin award distribution to small businesses
August 24	All unused funds returned for general pool; remainder of funds awarded

Qualifying Business Requirements

- Business is registered within the jurisdiction
- Businesses must not have received government funds for the same purpose
- Employee(s) reside within the jurisdiction (award amount based on the number of eligible employees)
- Employees are low to moderate income (LMI)
 - LMI is <80% of the area median, adjusted by household size
*Example: Jackson Co. median household (family of 4) income: \$65,100
x 80% = \$52,080 LMI limit for a 4 person household*

Qualifying Business Award Amounts

\$10,000 per microenterprise (2-5 employees)
\$2,500 per LMI employee for small businesses (6-20 employees)

CDBG 2020 Emergency Small Business and Micro-Enterprise Grant Assistance Program (SBMA)

Subgrantee (SORED) administrative responsibilities

Assist with the jurisdiction grant application.

- Collect all required information from participating jurisdictions
- Compile a complete application draft, circulate to participating jurisdictions for approval
 - Coordinate application submission; communicate progress to participating jurisdictions

Manage the public grant application process.

- Create a uniform application
- Collect applications, review for completeness
- Rank/prioritize complete applications for funding using a scoring rubric
- Create and maintain borrower files

Administer the grant funds.

- Serve as central point of contact between jurisdictions and funding agency
- Report progress to jurisdictions.
 - Public application demographics and related data
 - Disbursement reporting (initial, semi-annual)
- Coordinate all grant activities

**INTERGOVERNMENTAL AGREEMENT
AGREEMENT BETWEEN**

**CITY OF TALENT
and
JACKSON COUNTY and CITY OF PHOENIX**

**for
2020 EMERGENCY SMALL BUSINESS AND
MICRO-ENTERPRISE GRANT ASSISTANCE PROGRAM
(SBMA)**

THIS AGREEMENT is entered this 10 day of June, 2020 by and between the City of Talent (the "Lead") and Jackson County and the City of Phoenix (the "Participants").

I. AUTHORITY

THIS AGREEMENT is entered into between the City of Talent, (hereafter the Lead) and Jackson County and the City of Phoenix (hereafter Participants) pursuant to their respective governmental authorities. The Participants are authorized to enter into this Agreement under its respective constitution, bylaws, or resolution.

Upon completion of a public hearing, the Lead will execute this Intergovernmental Agreement (IGA) with the Participants. The Parties intend that this Agreement be liberally construed to effectuate its intent and purposes.

PURPOSE

- a) The Lead and the Participants (collectively "the Parties") enter into this consolidated Agreement to:
- b) Recognize the government-to-government relationship between the Participants
- c) Simplify the subcontracting process to allow increased direct services to all clients
- d) Clarify roles and responsibilities for all parties involved
- e) Define a timeline for the administration and disbursement of shared funds
- f) Define a fund allocation model

II. DEFINITIONS

The Parties agree to the following definitions for the purposes of this Agreement.

Business: means a small business or microenterprise that is eligible for services under the terms of this Agreement.

Community Development Block Grant (CDBG): means the grant program through the U.S. Department of Housing and Urban Development (HUD), overseen through Business Oregon.

Intergovernmental Agreement, (IGA), or Agreement: means this consolidated Agreement between the

Participants and the Lead.

Low to moderate income (LMI): refers to the HUD-determined applicable income limits on an annual basis for all Oregon counties and metropolitan statistical areas.

“Low income” means income equal to or less than fifty (50) percent of the area median (adjusted by household size).

“Moderate income” means income equal to or less than eighty (80) percent of the area median (adjusted by household size).

Monitoring: includes any planned and ongoing or periodic activity that measures and ensures the Participants’ and Businesses compliance with the terms, conditions and requirements of this Agreement.

Parties: means the Lead and the Participants, who are the Parties to this Agreement.

Personal Information: means information identifiable to any person, including, but not limited to, information relating to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security number, driver license number, other identifying numbers, and any financial identifiers.

Qualifying Business: means a business that has met the program’s business history, location, reporting, and financial guidelines.

Retrocession: means the process by which any Participant voluntarily returns any part of its funding to the Subgrantee. Retrocession includes both the voluntary relinquishment of jurisdictional authority to obligate any previously awarded funds dedicated to that service or program and the return, to Subgrantee, of any previously awarded funds for that purpose.

Reporting: Annual Reports and Quarterly Expenditure Reports means reporting forms consisting of all information, including operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.

Single Point of Contact: means the project administrator, or contact within the Subgrantee organization. The Single Point of Contact will direct the flow of operational information about this Agreement, between the Parties.

Statute: means any federal or state law now in existence or any successor, amended or replacement law.

Subgrantee: means the contracted grant administrator or subgrantee.

III. COMMUNICATION

Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement in writing to discuss reporting or other issues relative to this Agreement.

Program related communications may continue among program personnel and need not go through the Single Point of Contact.

IV. APPLICATION AND REPORTING

The Parties must submit application materials (see Appendix A) by June 17, 2020

The Parties acknowledge that if additional reporting requirements are imposed that necessitate additional reporting, as communicated by the Single Point of Contact, the Participants will submit additional reports upon reasonable notice of the requirement.

By the end of the fiscal year, each of the Parties shall send electronic copies of its single Annual Report to the Single Point of Contact.

V. PAYMENT PROCEDURES AND TRANSFER OF STATE FUNDING

- a) For the purposes of this Agreement, a fiscal year is July 1 to June 30.
- b) The Parties agree that the total anticipated financial commitment for this Agreement is \$150,000 and will be shared as detailed in Appendix A of this document.
- c) Upon award, the Lead will transfer all funds to the Subgrantee. The Subgrantee will disburse funds to businesses in accordance with the Fund Allocation Model in Appendix B.
- d) If any individual Party does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses on a first-come-first-served basis.
- e) There are to be no charges for services between the Parties. Administration fees will be paid exclusively as outlined by the Subgrantee Agreement.
- f) Payments are subject to availability of federal and state legislatively appropriated funds.

VI. RECORDS

- a) The Parties shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with 2 CFR Part 200.
- b) The Parties agree that the Subgrantee shall maintain client files. The Parties agree to provide pertinent information to the Subgrantee in a timely manner.
- c) The Parties shall cooperate with the Subgrantee in the performance of federal and state required monitoring activities related to the programs and services of this Agreement.

VII. PRIVACY AND NONDISCLOSURE

- a) Personal information. Personal information including used or acquired in connection with this Agreement is protected against unauthorized use, disclosure, modification, or loss. The Parties agree that personal information shall be used solely for the purposes of the services set forth in this Agreement and shall not be divulged, published, transferred, sold or otherwise made known to unauthorized persons without written consent of the person to whom the personal information pertains, that person's parent or legal guardian, or as otherwise required by law. The Parties agree to implement physical, electronic, and managerial policies, procedures and safeguards to prevent unauthorized access, use or disclosure of personal information.
- b) Aggregate Information. The Parties agree that raw data and analyses generated by virtue of this Agreement will remain anonymous data and shall not be linked with personal information or individually

identifiable data from any source.

- c) Access to Privacy Information. The Parties agree that access to both personal information and aggregate information shall be limited to staff whose duties specifically require access to such data in the performance of their assigned duties. Those staff members whose duties require that they have access to the data shall be notified of confidentiality requirements, regarding use and disclosure, prior to accessing either personal or aggregate information.

VIII. RESPONSIBILITIES OF THE PARTIES

- a) The Parties shall comply with all applicable federal and state regulations governing the use of federal and state funds.
- b) The Parties shall direct any written requests or inquiries related to the program to the Single Point of Contact.
- c) The Parties shall provide the Single Point of Contact any requested information or documentation in a timely manner.
- d) The Parties will provide the Required Jurisdiction Application Materials
- e) The Parties shall provide and promote good faith efforts to work together and communicate a shared vision.

IX. RETROCESSION

- a) Any of the Parties may terminate or retrocede their participation in this program via written communication at least thirty (30) days prior to the effective date of the termination or retrocession.
- b) If the Lead terminates or retrocedes their participation in this program, they will exert good faith and timely efforts to coordinate the transfer of responsibility to a willing Participant. The new Parties may then execute a new and separate agreement.

X. AMENDMENTS

If there are significant changes impacting any Party, each reserves the right to amend this Agreement. Any such action will be initiated in writing to the Single Point of Contact and then circulated amongst the group. Upon unanimous written consent, such amendments to the agreement will be adopted.

XI. CONFLICT RESOLUTION

- a) The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Lead or the Participants have not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Lead and the Participants shall attempt to resolve the matter through discussions. If unsuccessful, the Participants and the Department agree to refer the matter to non-binding mediation.
- b) Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by all parties. The cost of a mediator shall be born equally by the Parties with neither Party using funds dedicated for the programs nor services contained in this Agreement.
- c) If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Participants, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall

review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

XII. TERM

THIS AGREEMENT shall become effective June 1, 2020 and end on June 30, 2023, unless extended or terminated prior to that date, as provided herein.

XIII. SURVIVABILITY.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

Lead, Title, Date

[Remainder of page left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Intergovernmental Agreement for the 2020 Emergency Small Business Assistance and Micro-Enterprise Grant Assistance Program, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE (Lead Jurisdiction)

Name of Lead / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

PARTICIPANT

Name of Participant Jurisdiction / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

Name of Participant Jurisdiction / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

SUBGRANTEE (Administrator)

Name of Subgrantee / Title

(Chief Elected Official/Executive Officer with Authority to Sign) / Date

Attest: _____
ASSISTANT [CITY/COUNTY] CLERK

Exhibit A – Documentation Requirements

Application -- Required Jurisdiction Materials

Item	Lead Jurisdiction	All Jurisdictions
Proof of public hearing (notice, minutes)	X	
Copy of SAM registration	X	
Documentation of COVID19 impact on businesses		X
Brief description of local impact		X
Current map of jurisdiction boundaries		X
Small Business Estimates		
1. Number of small businesses assisted		
2. Amount of funding allocated to small businesses		
Estimated number of LMI jobs created		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		
Microenterprise Estimates		
1. Number of LMI microenterprises assisted		
2. Amount of funding allocated to small businesses		
3. Number of LMI jobs created		X
4. Number of LMI jobs retained		

Post-Award Responsibilities

Item	Lead Jurisdiction	All Jurisdictions
Execute subgrantee agreement	X	
Execute intergovernmental agreement (IGA)		X
Submit payment requests	X	
Submit annual financial reports		X
Submit compiled financial reporting	X	

Exhibit B – Fund Allocation Model

Ask		\$	150,000
Less: Admin (10%)		\$	(15,000)
Balance		\$	135,000
Jurisdiction - Initial Breakout			
Talent		\$	51,250
Lead set aside*		\$	10,000
Pro rata	33%	\$	41,250
Jackson County		\$	41,250
Population	33%	\$	41,250
Phoenix		\$	41,250
Population	33%	\$	41,250

Calculation

Base award is split evenly among participants after administrative and lead set aside.

Timeline

If an individual Jurisdiction does not spend their allocated funds within 30 days, funds will be returned to a general pool. The general pool of funding will be made available to Qualifying Businesses from all three (3) participating jurisdictions on a first-come-first-served basis.

Appendix A – Administration Handbook

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SORED I CDBG Administrative Handbook Procedures and Policies

Effective 05/2020

DRAFT



**Southern Oregon Regional
Economic Development, Inc.**
Wildly Serious About Business

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DEFINITIONS

CDBG.....Community Development Block Grant.

Grant.....Funds that do not need to be repaid. Grants typically have reporting requirements.

HUDHousing and Urban Development

IGA.....Inter-governmental agreement. An agreement between multiple jurisdictions to provide specific goods or services.

LMI.....Low to moderate income. HUD determines applicable income limits on an annual basis for all Oregon counties and metropolitan statistical areas. Example for a 4 person family: Jackson County, \$52,100; Josephine County, \$49,600. Full limits here:
https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn.

“Low income” means income equal to or less than 50 percent of the area median (adjusted by household size).

“Moderate income” means income equal to or less than 80 percent of the area median (adjusted by household size).

LoanFunds that must be repaid over a specified period of time.

Microenterprise.....A business with 2-5 employees (including the owner).

Small BusinessA business with 6-20 employees (including the owner).

ROLES & RESPONSIBILITIES

Lead Jurisdictions

“Lead” jurisdictions have all the responsibilities of a standard jurisdiction *plus* additional distinctions and responsibilities.

The lead jurisdiction is the primary grant applicant. In this capacity, **the lead jurisdiction bears primary responsibility for the following:**

- Sign and execute all grant documentation
- Contract with subgrantee (SORED)
- Designate a Certifying Officer to sign off on any completed Environmental Review or exemptions from Environmental Review
 - The Certifying Officer must be a chief elected official or city/county board designated person
- Publish public notices
- Host public meetings
- Submit reimbursement requests
- Review and approve project documentation in a timely manner
- Review and certify a Project Completion Report
- Submit fiscal audit for grant fiscal year

All Jurisdictions

- Identify an official point of contact; ensure contact information remains current
- Execute intergovernmental agreements (IGAs) if applicable
- Provide requested information and documentation in a timely manner

Subgrantee (SORED)

As the subgrantee, SOREDI will:

Assist with the jurisdiction grant application.

- Collect all required information from participating jurisdictions
- Compile a complete application draft, circulate to participating jurisdictions for approval
- Coordinate application submission; communicate progress to participating jurisdictions

Manage the public grant application process.

- Create a uniform application
- Collect applications, review for completeness
- Rank/prioritize complete applications for funding using a scoring rubric
- Create and maintain borrower files

Administer the grant funds.

- Serve as central point of contact between jurisdictions and funding agency
- Report progress to jurisdictions.
 - Public application demographics and related data
 - Disbursement reporting (initial, semi-annual)
- Coordinate all grant activities
 - Schedule required public notice hearings
 - Disburse funds as directed and approved by lead jurisdictions
 - Ensure ongoing compliance with federal and state regulations
 - Monitor project(s) against budget
 - Complete and submit quarterly progress reports
 - Compile and submit annual microenterprise outcome reports
 - Complete and submit Final Section 3 Summary Forms
 - Complete and submit Economic Development Project Reports

SORED may provide, as requested:

- IGA assistance
- Public meeting notices (lead jurisdiction to publish)
- Public meeting facilitation
- Environmental data gathering and analysis
- Payment issuance to public grant recipients

PROCESS & ADMINISTRATION

Pre-Award: Jurisdiction Grant Application

Steps to completion:

1. Define a timeline.
2. Execute subgrantee agreement.
3. Develop draft IGA.
4. Jurisdictions submit required application materials (see Table A).
5. SOREDI will compile the necessary information and circulate a draft prior to submittal.
6. SOREDI will coordinate submission of the final application with the lead jurisdiction.

Business Eligibility

Only small business and microenterprise (<20 employees) are eligible to apply for grant assistance.

Businesses that are eligible to apply for funding must have fewer than 20 employees, be able to remain open and solvent for at least 6 months following fund disbursement, and at least 70% of funds must go to LMI populations. The intent of the program is to help businesses remain solvent and be ready/able to rebuild and/or reopen. Funds may be used for PPE suppliers, to support home health & quarantine providers, and to avoid job loss by providing short-term working capital that enables retention of LMI jobs.

Business Funding limits

Microenterprises are eligible for up to \$10,000.

Small businesses are eligible for \$2,500 per LMI employee.

Business Ineligible Uses

Funds cannot be used for:

- The same purpose as other federally-awarded funds (eg if PPP provided funds for rent, these funds could not be used for rent, but may be allowed for payroll)
- Businesses registered outside the participating jurisdiction
- Non-COVID19 related expenses

Table A - Required Jurisdiction Application Materials

Item	Lead Jurisdiction	All Jurisdictions
Proof of public hearing (notice, minutes)	X	
Copy of SAM registration	X	
Documentation of COVID19 impact on businesses		X
Brief description of local impact		X
Current map of jurisdiction boundaries		X
Small Business Estimates		
1. Number of small businesses assisted		
2. Amount of funding allocated to small businesses Estimated number of LMI jobs created		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		
Microenterprise Estimates		
1. Number of LMI microenterprises assisted		
2. Amount of funding allocated to small businesses		X
3. Number of LMI jobs created		
4. Number of LMI jobs retained		

Post Award

Establish and execute IGA. The IGA will specify the lead applicant and the expectations for performance of all participating jurisdictions.

Timelines

Funds not expended by a specific jurisdiction within a pre-defined timeframe will be made available for use by other partner jurisdictions.

Appendix B – Public Application

DRAFT

COMPLIANCE & REPORTING

Cross-Cutting Regulations

Accessibility

MBE/WBE

THIS SECTION UNDER CONSTRUCTION.

DRAFT

CDBG SOUTHERN OREGON ASSISTANCE - APPLICATION & CHECKLIST

About

This grant is funded using money from the Community Development Block Grant (CDBG) Emergency Assistance program, administered by Housing and Urban Development (HUD), via Business Oregon.

This grant is intended for small businesses and/or microenterprises impacted by COVID19 with no other source of funding to maintain operations and low to moderate income ("LMI") employees. An award may have a duration of twelve months; employees on staff in each current wage bracket must remain stable for at least 6 months after fund award.

Contact

Southern Oregon Regional Economic Development, Inc. (SORED)

Contact: Colleen Padilla or Kim Young
Email: colleen@soredi.org or kim@soredi.org
Phone: 541-773-8946
Mailing: 1311 Barnett Road, Suite 301
Medford, OR 97504



Southern Oregon Regional
Economic Development, Inc.
Wildly Serious About Business

Submittal

Applications are accepted on a rolling basis as long as funding is available. Submissions are accepted via mail and email. All submissions must include:

APPLICATION

- Business Information
- Project Eligibility
- Personnel Detail
- Narrative
- Financing
- Certification/Signature

ATTACHMENTS

- Grant Eligibility & Award Estimator (Appendix A)
- Financial Statements – 12 month projection
 - Use Sample 12 Month Budget (Appendix B) or your own form
- Financial Statements – Balance Sheet (dated within 30 days)
- Employee Roster
- Payroll Reports – prior 3 months
- Oregon Secretary of State (SOS) initial filing
- Oregon SOS Annual Report

Review and Award Notification

Applications are reviewed at least monthly. Applicants should expect a response from SOREDI within 45 days of initial submittal.

APPLICATION

****You are strongly encouraged to complete the Grant Eligibility & Award Estimator (Appendix A) prior to starting this application.****

Business Information

Business Name

Applicant's Name, Title

Applicant's Phone Number

Applicant's Email Address

Business Physical Address (must match SOS filing)

Business Mailing Address (if different)

Business Website

Business Date Started

Requested Grant Amount

Is this company a subsidiary or affiliate of another?

No.

Yes. Provide name and address of parent or affiliate:

Federal Tax ID Number

Federal Income Tax Status/Filing Type

Sole Proprietorship (IRS Form 1040 Schedule C)

Partnership (IRS Form 1065 w/Schedule K-1)

S Corporation (IRS Form 1120S)

C Corporation (IRS Form 1120)

Company Officers and Management Personnel

Name _____

Title _____

DRAFT

Project Eligibility

Has your business received any other government assistance for COVID? (example: Paycheck Protection Program, PPP)

"Other government assistance" is defined as including any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit or any other form of direct or indirect assistance from the Federal government, the State, or a unit of general local government, or any agency or instrumentality thereof, that is available, or is expected to be made available with respect to the project or activities.

Funds for this program come from the CDBG program. Section 312 of 42 USC 5121-5207 (the Stafford Disaster Relief and Emergency Assistance Act) prohibits any person, business concern, or entity from receiving "any part of such loss as which he has received financial assistance under any other program, insurance or any source."

- Yes. Stop here. If you have received or are participating in PPP, you may **not** request these funds if they will be used for the same purpose as your PPP funds. Contact SOREDI for guidance.
- No.

What is your business size?

- Small Business (6-20 employees)
- Microenterprise (2-5 employees)

What is the purpose of the requested funding? *Select all that apply.*

- Manufacture medical supplies necessary to respond to COVID19
- Business Expansion
- Job Creation
- Job Retention
- Avoid Job Loss
- Short term working capital assistance
- Retention of jobs

Does the business provide "essential services" as defined by the Oregon Office of the Governor?

Further detail may be found in Executive Order 20-12, or at <https://govstatus.egov.com/or-covid-19>.

- No.
- Yes. Describe products/services offered, including area(s) served:

Personnel Detail

How many total staff do you typically have (including owner)?

How many total staff do you currently have (including owner)?

Current Staff: How many total staff do you have that receive a low-moderate annual income (LMI) wage?

The income limits (IL) for this category vary by location and can be found here: <https://www.huduser.gov/portal/datasets/il.html>. Data used must be the most current (2020) and based on the registered business address.

Do you plan to increase the number of staff in the next 12 months?

No.

Yes. Describe:

Will this funding be used to help increase the number of staff within the next 12 months?

Note: If staffing levels are increased within the next 12 months, the ratio between non-LMI staff and LMI staff needs to remain at its current level.

No.

Yes. Describe:

If awarded, what method(s) will you use to retain and/or recruit LMI employees over the next 12 months?

Narrative

Describe the primary products/services of your company.

Describe your need for funding. If awarded, how would funds be used?

DRAFT

Financing

Other Financial Assistance Provided and/or Applied For

Detail any other COVID-related financial assistance and/or relief, on hand or applied for, that will be used in conjunction with this program.

Name of Agency City, State	Name of Program	Type of Assistance (loan, grant, etc)	Amount (Awarded or Requested)

Expected Sources and Uses of Funds

Identify the sources and uses of *all* assistance which have been or may be used in the project.

Source of Funds	Use of Funds

Other Financial Interests

Does your business have shareholders?

No.

Yes. Describe:

Does your business have any other financially interested parties?

Any financial involvement or pecuniary interest, including (but not limited to) situations in which an individual or entity has an equity interest in the project, shares in any profit or resale or any distribution of surplus cash or other assets of the project or receives compensation for any goods or services provided in connection with the project must be disclosed.

The following are not considered interested parties: local administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.

No.

Yes. Describe:

Reporting Requirements

All applicants/grantees who have submitted initial disclosure reports are required to submit updated disclosure reports whenever **any** of the following instances occur:

- The applicant/grantee discovers that information was omitted from its initial report or any updated reports.
- Additional persons or entities can be identified as interested parties. These are persons or entities that did not have a pecuniary interest when the initial or last updated report was submitted.
- There is a change in the pecuniary interest of any person or entity that exceeds the amount of all previously disclosed interests by the lesser of \$50,000 or ten percent of such interest.
- There is a change in other government assistance that exceeds the amount of assistance that was previously disclosed.
- There is a change in the expected source of funds from a single source that exceeds the lesser of the amount previously disclosed for that source of funds by ten percent of the funds previously disclosed for that source.
- There is a change in the expected sources of funds from all sources previously disclosed that exceeds ten percent of the amounts previously disclosed from all sources of funds.
- There is a change in a single expected use of funds that exceeds ten percent of the previously disclosed uses for all funds.
- There is a change in the use of all funds that exceeds ten percent of the previously disclosed uses for all funds.
- Staffing levels are changed by more than 10% for a period of more than 30 days.
 - SOREDI must receive a copy of the any recruitment plans, including minimum qualifications for each position, expected duration of training, source of training, etc.
 - LMI ratios must be maintained at or above current levels.
- Staff occupational classifications, as defined by the U.S. Department of Labor Standard Occupational Classification System (<http://www.bls.gov/soc>), are changed.

All applicants/grantees who have submitted initial disclosure reports are required to submit updated disclosure reports **quarterly**, for 12 months following fund disbursement:

- Staff roster, including SOC codes
- Staff payroll reports for each of the preceding 3 months
- Monthly income statements
- Balance sheet

Certification and Signature

By signing this document, you agree that SOREDI as agent for participating jurisdictions, may verify this information. Any grants awarded are contingent on verification of the accuracy of the statements made herein.

I have received a copy of the grant reporting requirements. If awarded, I agree to comply to the provided reporting requirements and make good faith efforts to provide other documentation as requested.

I hereby certify that the information provided in this disclosure is true and correct and I am aware that making any materially false, fictitious, or fraudulent statement or representation may subject me to criminal penalties under Section 1001 of Title 18 of the United States Code. I also certify that I have disclosed any other funds received, or to be received, from governmental and/or non-profit agencies as compensation for damages resulting from the COVID19 pandemic. If awarded, I will disclose SOREDI all future funds received from governmental and/or non-profit agencies related to COVID19 pandemic for three years from the date of this application. In addition, I am aware that if I materially violate any required disclosure of information, including concealing a material fact, I am subject to being fined under this title, subject to repayment of this or any future COVID-related funds, and/or imprisoned not more than five years.

Applicant Signature

Date

Co-Applicant Signature (if applicable)

Date

APPENDIX A

GRANT ELIGIBILITY AND AWARD ESTIMATOR

1. Is your business registered in Jackson or Josephine County?

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI for a referral to your local agency.

Yes. Continue to next question.

2. Is your business registered within the jurisdiction (city limits) of Ashland, Grants Pass, or Medford?

No. Continue to next question.

Yes. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss our other funding options.

3. Are you a microenterprise? (2-5 employees)

No. Continue to next question.

Yes. Stop here. You are eligible for up to \$10,000 to be used within the definitions of this program.

4. Are you a small business? (6-20 employees)

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss other funding options.

Yes. Continue to next question.

5. Do you have staff that earn less than low-moderate income (LMI) from their employment with you?

Example for a 4 person family: Jackson County, \$52,100; Josephine County, \$49,600.

Full limits here: https://www.huduser.gov/portal/datasets/il/il2020/select_Geography.odn.

No. Stop here. You are ineligible to apply for this funding opportunity. Please contact SOREDI to discuss other funding options.

Yes. Continue to next question.

6. How many LMI positions will you create/retain over at least the next 6 months?

_____ x \$2,500 =

Grant Amount

APPENDIX B

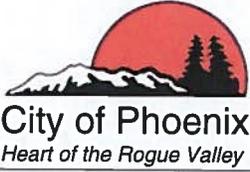
SAMPLE TWELVE MONTH BUDGET (P. 1 OF 2)

MONTHLY OPERATING PROJECTIONS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
TOTAL SALES						
- Cost of Goods Sold						
= GROSS PROFIT						
OPERATING EXPENSES						
Officer Salaries						
Administrative Salaries						
Marketing Salaries						
Other Marketing Expenses						
Legal, Accounting, Insurance						
Rent						
Transportation						
Utilities						
Other/Miscellaneous						
Depreciation						
OPERATING PROFIT						
NON OPERATING EXPENSES						
Interest Expenses						
Income Taxes						

APPENDIX B

SAMPLE TWELVE MONTH BUDGET (P. 2 OF 2)

MONTHLY OPERATING PROJECTIONS	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
TOTAL SALES						
- Cost of Goods Sold						
= GROSS PROFIT						
OPERATING EXPENSES						
Officer Salaries						
Administrative Salaries						
Marketing Salaries						
Other Marketing Expenses						
Legal, Accounting, Insurance						
Rent						
Transportation						
Utilities						
Other/Miscellaneous						
Depreciation						
OPERATING PROFIT						
NON OPERATING EXPENSES						
Interest Expenses						
Income Taxes						



Agenda Report to Mayor and Council

Agenda item title: Approval of Liquor License for Clyde's Corner LLC

Meeting Date: June 15, 2020

From: Bonnie Pickett, City Recorder

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY: Clyde's Corner, LLC seeks a favorable recommendation from the city for its OLCC license.

BACKGROUND AND DISCUSSION: Clyde's Corner, LLC, located at 4495 S. Pacific Hwy Suite 560 & 580, is applying for a full-service on-premises liquor license from the Oregon Liquor Control Commission

COUNCIL GOALS SUPPORTED: N/A

FISCAL IMPACT: The city receives \$50.00 per OLCC license application we process.

RECOMMENDATION: Staff recommends the council recommend approval of the license application.

PROPOSED MOTION: I move to recommend the full-service on-premises application for Clyde's Corner be granted by the Oregon Liquor Control Commission.

ATTACHMENTS: OLCC Liquor License Application



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Clyde's Corner LLC Phone: 541.631.8363

Trade Name (dba): Clyde's Corner

Business Location Address: 4445 South Pacific HWY Suite 500 & 520

City: Phoenix ZIP Code: 97535

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8AM to 8PM
 Monday CLOSED to _____
 Tuesday CLOSED to _____
 Wednesday 7AM to 8PM
 Thursday 7AM to 8PM
 Friday 9AM to 9PM
 Saturday 9AM to 9PM

Outdoor Area Hours:

Sunday 8AM to 8PM
 Monday CLOSED to _____
 Tuesday CLOSED to _____
 Wednesday 7AM to 8PM
 Thursday 7AM to 8PM
 Friday 9AM to 9PM
 Saturday 9AM to 9PM

The outdoor area is used for:

- Food service Hours: 7AM to 9PM
 Alcohol service Hours: 7AM to 9PM
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

*Occasional Live music may be occurring but not any set clubs.

SEATING COUNT

Restaurant: 51 Outdoor: 46
 Lounge: NA Other (explain): _____
 Banquet: NA Total Seating: 97

OLCC USE ONLY

Investigator Verified Seating: ___(Y)___(N)
 Investigator Initials: _____
 Date: _____

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

Applicant Signature: [Signature] Date: 3/24/20

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 9/2/07)



OREGON LIQUOR CONTROL COMMISSION

PRINT FORM

CLEAR FORM

WRITTEN PROPOSAL FOR A FULL ON-PREMISES SALES LICENSE, COMMERCIAL ESTABLISHMENT

Please Print or Type

Applicant / Licensee Clydes Corner LLC

Trade Name of the Business (Name Customers Will See)

Clydes Corner

Business Address 4495 South Pacific Hwy #500 < #500 Phoenix OR
(Number, Street Address, City, and Zip Code) 97535

I certify that I have read and will follow OAR 845-006-0459, 845-006-0460, and 845-006-0466.

I will offer at least five different meals during my regular meal period. My regular meal period will last at least three hours if my business is open after 5:00 pm and will last at least two hours if my business is not open after 5:00 pm.

My regular meal period will be from 7:00 AM to 9:00 PM.
(Start Time) (End Time)

During my regular meal period I will have a minimum of 30 indoor dining seats located in areas of the licensed premises regularly open to the public where each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. I understand that seats at counters in entertainment areas, seats at bars, and seats in outdoor areas do not qualify as dining seating.

At times other than my regular meal period I will make at least five different substantial food items available in all areas where alcohol service is available. Substantial food items are food items that are typically served as a main course or entrée.

I understand that discouraging food service is a violation of OAR 845-006-0466. Examples of discouraging food service include not taking, preparing, or delivering a food order in a timely manner; over-pricing food for the clientele of my business; offering or serving unpalatable food; failing to provide required food service; and failing to provide a food service menu in a timely manner when requested by the patron.

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

Name (Print) Janae Gonzales

Signature [Handwritten Signature]

Date 3/24/20



OREGON LIQUOR CONTROL COMMISSION (OLCC)

OWNERSHIP INTEREST QUESTIONNAIRE

PART 1: INTRODUCTION

The purpose of this form is to have all liquor license applicants answer a few basic questions to confirm that all individuals or entities with an ownership interest in the business to be licensed have been identified.

The OLCC addresses "ownership interest" in Oregon Administrative Rule (OAR) 845-005-0311(4). A copy of OAR 845-005-0311 is included at the end of this document for your reference.

PART 2: INSTRUCTIONS

- Step 1: Read OAR 845-005-0311 (which is included at the end of this document).
Step 2: Complete parts 3, 4, and 5 of this form:
- A separate form must be completed by each individual or entity listed on the OLCC liquor license application form. This means:
o Each individual who is listed on the liquor license application as an applicant must complete and sign this form.
o One authorized representative from each entity (such as a corporation or LLC) listed on the liquor license application form as an applicant must complete and sign this form.

PART 3: APPLICANT INFORMATION

Printed name of individual applicant or entity applicant: Clyde's Corner LLC

If entity, printed name of authorized representative:

Trade name of the business (name customer will see): Clyde's Corner

Address of the business (street address, including city and zip code, of the location that will have the liquor license):

4405 South Pacific Hwy #500 - 500 Phoenix OR 97535

PART 4: QUESTIONNAIRE

Please read all examples in Part 4 and check all applicable boxes (leave blank any box that does not apply):

A. Control over the business

- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will be located on the licensed premises and who I will rely on to provide any required food service for the business
There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will manage the entertainment and entertainers for the premises
There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to secure and negotiate with clients for use of the licensed event space and for the services that will be provided to the client as a part of an event
There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will be a site manager or operator for a venue that I am applying to

include as a part of my licensed premises, such as a stadium, conference center, hotel, movie theater, golf course, amusement park, or similar venue

- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will have control over security policies, implementation of security policies, and security staff for the premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will control access to the premises by way of cover charge or entrance fee and/or determining who may and may not enter the licensed premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will be a direct recipient of revenue from the business (i.e. customer pays for items and money paid by customer goes into account not owned by applicant)
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will be a recipient of a fixed percentage of 10% or more of the revenue from the business
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will have control over policies or staff relating to sales, service, and/or patron possession/consumption of alcohol
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who will be a provider of alcohol to patrons on the licensed premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who otherwise has the authority to control aspects of the licensed business without prior authorization from one or more of the license applicants

B. Enter into debts on behalf of the business

- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to take out a credit card or line of credit in the name of the licensed business
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to take out a loan in the name of the licensed business
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to enter into an agreement accepting terms (committing the license applicant(s) to a series of payments or payment at a later date)
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who otherwise has the authority to enter into debt on behalf of the licensed business without prior authorization from one or more of the license applicants

C. Contract on behalf of the applicant

- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to enter into contracts with vendors in the name of the licensed business (i.e. commit license applicant to monthly purchase of baked goods from vendor)
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to negotiate and make amendments to lease or rental agreements on behalf of the licensed business
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to enter into contracts relating to provision and service of alcohol at the premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is authorized to enter into contracts extending terms to a third-party on behalf of the licensed business (allowing third-party to make payments to license applicant over time or pay at a later date)
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who otherwise has the authority to enter into contracts on behalf of the licensed business without prior authorization from one or more of the license applicants

D. Other manufacturers/wholesalers at premises (only check boxes in this section if you are applying for a brewery, brewery public-house, distillery, grower sales privilege, winery, wholesale malt beverage and wine, or a warehouse license)

- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is or will be manufacturing or selling wine, beer, or distilled liquor at the premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is or will be storing alcohol at the premises
- There is an individual or entity who is not an applicant for the license and who is not my employee, agent, or representative who is or will be importing or receiving alcohol at this location
- I plan to have a tasting room as a part of the licensed premise and I will share that tasting room with another individual or entity who is not an applicant for the license and who is not my employee, agent, or representative.

E. Other tenants

- There is an individual or entity who is a co-tenant of mine at the premises to be licensed who is not an applicant for the license.
- I applied to license all or a portion of a common area¹ and there are other property tenants who have a right to use the common area.

F. Property owners

Real Property²

- The individual or entity owning the real property that I have applied to license is not an applicant for the license and ***has not*** entered into a lease or rental agreement with me for the premises to be licensed.
- The individual or entity owning the real property is not an applicant for the license and will have "exclusive control" or similar term over common areas on the property and I am requesting to license a common area.
- The individual or entity owning the real property is not an applicant for the license and has a right to use common areas on the property in a way that is similar to tenant use of common areas.

Personal Property³

- There is a party who is not an applicant for the license who owns the personal property involved in the business and ***has not*** entered into a lease or rental agreement with me for use of the personal property as a part of the business to be licensed.
- I entered into a contract with a party who is not an applicant for the license to purchase the personal property that will be used in the business. I am making payments to the seller for the personal property, which is set out in the contract.

¹ A common area is an area shared by more than one tenant, including the applicant for the license, that is appurtenant, adjacent, or in the immediate vicinity of an area leased or rented exclusively by the applicant(s) and that is also part of the licensed premises. The right of multiple tenants to use the area in common is typically described in the lease or rental agreement.

² "Real property" means the real estate (land) and generally whatever is erected or affixed to the land (like a building).

³ "Personal property" means everything that is subject to ownership that is not real property, like inventory, kitchen equipment, tables, chairs, signs, goodwill, etc.

PART 5: AFFIRMATION AND SIGNATURE

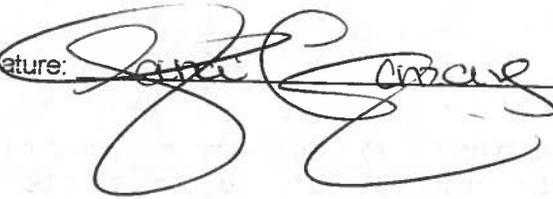
I affirm that my answers are true and complete. I understand that failure to disclose the ownership interest of an individual or entity who is not an applicant for the license may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Printed name of individual applicant or entity applicant: Clyde's Comer LLC

If entity, printed name of authorized representative: _____

Trade name of the business (name customer will see): Clyde's Comer

Address of the business (street address, including city and zip code, of the location that will have the liquor license):
4495 South Pacific Hwy #500 - 580 Phoenix AZ 85032

Signature:  _____ Date: 3/24/20



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

CLEAR

PRINT

1. Name: (LAST) Gonzales (FIRST) Janae (MIDDLE) Monique

2. Other Names Used (Maiden, Etc.): Decker

3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
 Yes No If yes, please provide your SSN: _____

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).

Do you voluntarily consent to the OLCC's use of your SSN as just described? Yes No

4. Date of Birth (MM/DD/YYYY): / / 5. Contact Phone:

6. Driver License or State ID #: 7. State:

8. Residence Address: _____

9. Mailing Address (if different): _____

10. E-Mail (optional): _____

11. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: Rafael Michael Gonzales

12. If yes to #11, will this person be involved in the management of, or have control over the business?
 No Yes

13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
 No Yes (Please include explanation below) Unsure (Please include explanation below)

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).
 No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) Gonzales	(FIRST) Jairi	(MIDDLE) Monique
Signature: 		Date: 3/21/20



INDIVIDUAL HISTORY FORM

CLEAR

PRINT

1. Name: (LAST) Gonzales (FIRST) Rafael (MIDDLE) Michael

2. Other Names Used (Maiden, Etc.): Kay Gonzales

3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
 Yes No If yes, please provide your SSN: _____

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).

Do you voluntarily consent to the OLCC's use of your SSN as just described? Yes No

4. Date of Birth (MM/DD/YYYY): / / 5. Contact Phone: _____

6. Driver License or State ID #: _____ 7. State: _____

8. Residence Address: _____

9. Mailing Address (if different): _____

10. E-Mail (optional): _____

11. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: Jarai Monique Gonzales

12. If yes to #11, will this person be involved in the management of, or have control over the business?
 No Yes

13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
 No Yes (Please include explanation below) Unsure (Please include explanation below)

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No Yes (Please include explanation below) Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Yes (Please include explanation below) Unsure (Please include explanation below)

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)

(FIRST)

(MIDDLE)

Gonzales

Rafael

Michael

Signature:

Date:

03/24/20



LAW ORIENTATION AFFIRMATION

Trade Name of Business Clyde's Corner LLC

Business Location 4495 South Pacific Hwy
(number, street) (city) (zip code)

I have read the Commission's "Law Orientation for Retailers" booklet.

Today's Date 3/24/20

Jamie Gonzales
Name (print)

[Signature]
Signature

Rafael Gonzales
Name (print)

[Signature]
Signature

Name (print)

Signature

Name (print)

Signature



OREGON LIQUOR CONTROL COMMISSION LIMITED LIABILITY COMPANY QUESTIONNAIRE

Please Print or Type

LLC Name: Clyde's Corner LLC Year Filed: 2019

Trade Name (dba): Clyde's Corner

Business Location Address: 4495 South Pacific Hwy # 500 S 580

City: Phoenix ZIP Code: 91535

List Members of LLC:

Percentage of Membership Interest:

- | | |
|---|------------|
| 1. <u>Jirai Gonzales</u>
(managing member) | <u>50%</u> |
| 2. <u>Rafael Gonzales</u>
(members) | <u>50%</u> |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: Jirai Gonzales DOB: 06/24/1989

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

Signature: [Signature] [Signature] Date: 03/24/20
(name) (title)



LIQUOR LICENSE APPLICATION

PRINT
RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input checked="" type="checkbox"/> Full On-Premises, Commercial	By: _____
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	Date application received:
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	By: _____
<input type="checkbox"/> Grower Sales Privilege 1st Location	License Action(s):
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Clude's Corner LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

Clude's Corner

4. Business Address (Number and Street Address of the Location that will have the liquor license)

4445 South Pacific Hwy #560 - 560

City

County

Zip Code

Phoenix

Jackson

87535



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) <i>Clute's Corner LLC</i>			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)			
City		State	Zip Code
9. Phone Number of the Business Location <i>N/A</i>		10. Email Contact for this Application	
11. Contact Person for this Application <i>Jiraci Gonzalez</i>		Phone Number	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Jiraci Gonzalez

 (Applicant #1)

 (Applicant #2)

 (Applicant #3)

 (Applicant #4)

THIS LEASE, entered into on February 27, 2020 between Rogue Innovation LLC dba Phoenix Industrial Studios LESSOR'S LEGAL TITLE

and Clyde's Corner LLC LESSEE'S LEGAL TITLE, hereinafter called lessor.

In consideration of the promises herein, lessor leases to lessee those certain premises, situated in the City of Phoenix Jackson County, State of Oregon, described as follows:

approximately 2,400 square feet (gross) of a 4,800 square-foot industrial/commercial building, which is one building of three presently existing buildings.

The address of this lease's premises is:

4495 South Pacific Hwy, #580 & #560
Phoenix, Oregon 97535

The lease term begins at 12:01 o'clock A. M. on May 1, 2020 and ends at midnight on April 30, 2023

1. Base Rent. 1.a. Lessee shall pay to lessor, at lessor's address as set forth herein, a base rent of \$3,000.00 per month ^{*1} for the first year of the term each year of the term (indicate which), to be paid in the monthly amount of \$ on or before the day of each month, commencing

1.b. 20 (Each party initial if applicable.) The base rent shall be adjusted annually on the one year anniversary date of the commencement of this lease by the percentage increase, if any, in the Consumer Price Index for the last full month prior to the date on which rental adjustment is being computed, compared to the last full month prior to the same date during the previous year. The term "Consumer Price Index" shall, for the purposes of this lease, be the "Consumer Price Index for All Urban Consumers, Table 1" specified for "All Items" (U.S. City Average, 1982-84 = 100), and issued by the United States Department of Labor, Bureau of Labor Statistics. West Region

1.c. not applicable (Each party initial if applicable.) If the base rent set forth in paragraph 1.a. is for the first year of the term, then with each succeeding year lessee shall pay to lessor base rents to be paid at the following times and in the following amounts:

*1: Rent shall be eighteen hundred dollars (\$1,800.00) per month for the first six (6) months of the initial lease term.

1.d. not applicable (Each party initial if 1.d. and 1.e. apply) As an additional rent its rent (indicate which), lessee shall each month pay to lessor percent (%) of lessee's prior month's gross sales, as defined in paragraph 1.e. In no case shall lessee pay less than the base rent stated in paragraph 1.a. above.

1.e. Statement of Gross Sales. On or before the tenth (10th) day of each month, lessee shall deliver to lessor a complete and correct statement showing in reasonable detail all gross sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of lessee certifying it to be true and accurate. The term "gross sales" shall include all money and things of value received by, or paid to, lessee or to others for lessee's use and benefit, and all credit extended by lessee in connection with the business conducted by it on the premises, and less the amount of any actual refunds or credits made by lessee on returnable merchandise. Lessor may accept the statement without admission as to its accuracy, and may, upon reasonable notice, inspect and audit all of lessee's books and records relating to gross sales. Lessor shall bear all inspection and audit expenses, but lessee shall reimburse lessor for all such reasonable costs incurred in the event such audit reveals an understatement of gross sales by more than ten percent (10%). Audits may be conducted by any professional or agent selected by lessor, but lessee may require

that individual to sign a reasonable confidentiality agreement. Within fifteen (15) days after lessee's income tax returns are filed, lessee shall furnish lessor with a signed statement certifying the amount of gross sales reported in lessee's income tax returns attributable to the premises. When lessee's certified statement of gross sales indicates that lessee has underreported its monthly statements of gross sales, lessee shall promptly pay to lessor the full amount of rent due to lessor pursuant to paragraph 1.d.

2. Lessee's Proportionate Share. Lessee's premises are are not (indicate which) part of a larger building or property ("the building"). At the commencement of this lease, lessee's premises consist of _____ percent (16.7 %) of the total area of the building, calculated by dividing lessee's premises by the total area of the building. All area measurements of lessee's premises and of the building are determined by lessor. Any reference to "lessee's proportionate share" in this lease refers to this proportion.

3. Taxes, Insurance, Maintenance and Utilities Expenses. At the beginning of each calendar year, lessor shall provide lessee with its calculation of lessee's monthly liability for lessee's real property taxes, insurance, maintenance and utilities expenses for the coming year.

3.a. Each month lessee shall pay, in addition to the base rent, one twelfth (1/12) of its proportionate share of the annual real property taxes, including any applicable improvement district assessments, and lessor's insurance (as set forth in paragraph 9) for the premises, or for the building of which the premises are a part.

3.b. In addition, each month lessee shall pay one twelfth (1/12) of its proportionate share of lessor's annual expense for cleaning and maintaining the premises or the building (including interior and exterior common areas and landscaping) of which the premises are a part. Lessor reserves the right to charge an administrative fee equal to ten percent (10%) of the total costs paid or incurred by lessor under this section.

3.c. Lessee shall pay for all utilities services to lessee's premises, including but not limited to heat, light, water, power, restaurant, garbage and other services or utilities used in the premises during the term of this lease. In addition, each month lessee shall pay one twelfth (1/12) of lessee's proportionate share of lessor's utilities costs for utilities services to common areas of the building, including but not limited to weekly or more frequent garbage service and services to parking or outdoor areas maintained by lessor for the benefit of lessee, other tenants of the building or visitors to the building.

4. Lessee's Acceptance of Lease. Lessee accepts this lease and agrees to pay to lessor the rental payments set forth herein for the full term of this lease, in advance, at the times and in the manner stated in this lease.

5. Late Charge. If lessee does not make any payment of rent or additional charges within five calendar (5) days after its due date, lessee shall pay to lessor a late charge equal to ten percent (10%) of the total amount overdue. All unpaid rent or additional charges shall bear interest at the rate of eighteen percent (18%) per annum from the date such charges became due until paid.

6. Insufficient Funds. Lessor reserves the right to charge lessee a reasonable amount, but not less than its actual cost, if any payment by lessee is returned to lessor by lessee's bank because of insufficient funds. Lessor may from time to time establish a flat charge for insufficient funds. Lessor may further, if lessee attempts to pay with insufficient funds more than once during the term of this lease and any extensions thereof, require payment of all rents and charges in cash or in cash equivalents.

7. Security Deposit; Last Month's Rent. 7.a. Lessor acknowledges receipt from lessee of the first month's rent and of the additional amount of \$ 3,000.00 as a security deposit. Lessor may apply the security deposit to pay the costs of performing any obligation which lessee may fail to perform during the term of the lease, or to make any repairs, except for repairs due to ordinary wear and tear, that may be required after termination of this lease. If lessor is required to use any portion of this security deposit during the term of this lease, lessee shall on demand pay the sum necessary to replenish the deposit to its original amount; and if lessee fails to replenish the deposit, lessee shall be in default of this lease. The security deposit shall shall not (indicate which) be refundable. If refundable, lessor shall give written account to lessee within sixty (60) days after termination of this lease for all expenses paid from the security deposit, and lessor shall refund the balance of the deposit which has not been applied to lessee's performance under the lease at the time of the written account.

7.b. not applicable (Each party initial if applicable) Lessor further acknowledges receipt of the additional amount of \$ _____, as last month's rent; this payment shall be applied to the last month's rent for this lease term or for the last month of any additional term under paragraph 25, if applicable. However, lessee acknowledges that this amount is an estimate only, that lessee may be liable for further rent under the provisions of this lease, and that this last month's rent does not include any of the additional charges that may apply under the provisions of this lease.

8. Use of Premises. 8.a. Lessee shall use the premises during the term of this lease for the conduct of the following business:

restaurant / tap house

_____, and for no other purpose without lessor's prior written consent. Lessee shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be expressly permitted herein. Lessee shall not make any unlawful, improper or offensive use of the premises, and shall not create or allow any objectionable noise, vibrations or odor to be emitted from the premises.

8.b. Lessee shall conduct its business at and occupy the premises regularly, and shall not abandon or vacate the premises for more than seven (7) days without lessor's prior written consent.

8.c. Lessee shall at all times and at its own expense comply with all applicable laws, ordinances, rules and regulations of any public authority. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, hazardous materials as defined herein, waste disposal, air emissions and other environmental matters. The term "hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials and waste that are or become regulated under applicable local, state or federal law.

8.d. If lessee's business requires the use of any hazardous materials upon the premises for any reason or by anyone, lessee shall obtain the prior written consent of lessor. Lessor agrees not to withhold consent so long as lessee demonstrates to lessor's reasonable satisfaction that such hazardous materials are necessary or useful to lessee's business and will be used, maintained and stored in a manner that complies at all times with all laws regulating any such hazardous materials to be brought upon, used or kept on or about the premises.

8.e. Lessee shall not conduct any activities, nor permit the premises to fall into a state of disrepair or disorder, that will increase hazards on the premises or cause an increase in lessor's insurance rates for any portion of the premises, or that prevent lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow lessor to obtain reduced premiums for long term fire insurance policies. Nor shall lessee conduct any activities that will in any manner degrade or damage the premises or their reputation. Lessee shall not store gasoline or other highly combustible materials on the premises at any time, except as may be permitted under paragraph 8.d.

8.f. Lessee shall not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon any part of the building in which the premises are located. Lessor shall have the right at any time to hire any competent engineer or architect whom lessor may choose to determine whether or not any of the floors of the premises are being overloaded; and the decision of such engineer or architect shall be final and binding upon lessee; and if the engineer or architect does determine that any overloading of any of the floors of the building is caused by lessee, then lessee, at its sole expense, shall immediately relieve the overloading, either by reinforcing the building or by removing the overload, in a manner satisfactory to lessor.

9. **Lessor's Insurance.** At all times during the term of this lease, lessor shall maintain in full force a policy or policies of fire insurance with standard extended coverage endorsements covering the premises or the building and other improvements (exclusive of lessee's fixtures, tenant improvements or other property of lessee). Lessor shall also maintain in full force a comprehensive liability insurance policy insuring lessor against liability for bodily injury and property damage occurring in, on or about the premises or the building. Lessor shall use its reasonable efforts to secure this policy or these policies at competitive rates.

10. **Lessee's Insurance.** At all times during the term of this lease, lessee shall, at lessee's sole expense, maintain in full force a liability insurance policy insuring lessee in the minimum amount of \$ 1,000,000.00 per occurrence, and in the minimum amount of \$ 2,000,000.00 in the aggregate, against any and all liability of lessee with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by lessee, for damage to persons or property in, upon or about the premises. Lessee shall, at its own expense, insure all of lessee's property upon the premises, of whatsoever nature, against loss of any sort; and lessee shall provide an insurance policy or policies to fully cover repair and replacement of broken windows in the premises. Lessee shall cause lessor to be named as an "additional insured" on any liability or property loss insurance policy purchased under this paragraph; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to lessor. Each such policy shall be primary and noncontributing with other insurance available to or provided by lessor. Lessee shall provide lessor with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time lessor requests lessee to provide lessor with a copy of any insurance policy, lessee shall promptly provide that copy.

11. **Indemnity; Waiver of Subrogation.** 11.a. Lessee shall indemnify and hold lessor harmless from any and all liability, damage, expense, attorney fees, causes of action, suits, claims or judgments that arise out of or are in any way connected with lessee's use, occupancy, management or control of the premises, any failure by lessee to comply with the terms of this lease, and the acts or omissions of lessee, its agents, officers, directors, employees or invitees. Lessee shall, at its own expense, defend any and all such suits or claims which may be brought against lessor either alone or in conjunction with others upon any such cause of action or claim, including but not limited to the negotiation and settlement of such causes of action or claims before suit is filed, and shall satisfy, pay and discharge any and all judgments that may be obtained by any claimant against lessor in any such claim or action where lessor may be a defendant. However, lessee shall not be liable to the extent that any such claim, loss or liability is caused in whole or in part by lessor's negligence or failure to effect any repair or maintenance required by this lease.

11.b. Neither lessor, its agents, nor lessee shall be liable to each other or to each other's insurance companies for any loss or damage in relation to the premises, including interruption of business, that would ordinarily be covered by a standard insurance policy for fire and theft with extended coverage, or for losses under workers compensation laws or employer liability laws, even if such loss or damage occurs as a result of the negligence of one party; provided, however, that this waiver shall not apply if it prevents either party from obtaining or maintaining insurance coverage.

12. **ADA Compliance.** Each party acknowledges that the provisions of the Americans with Disabilities Act (hereinafter "ADA") permit the parties to this lease to allocate responsibility for compliance with the terms and conditions of the ADA. Lessee shall be required to comply with the applicable provisions of the ADA as to all improvements lessee makes to the premises. However, lessor represents that any improvements designed and installed by lessor or its contractors or employees will conform to the requirements of the ADA Compliance Guidelines in effect at the time of issuance of any building permit for such work. Lessor shall be responsible for compliance with the ADA with respect to the exterior of the premises and all common areas, including but not limited to parking areas, sidewalks and walkways. Neither party shall be obligated to supervise, monitor or otherwise review the compliance activities of the other. Lessee acknowledges lessor's expense in complying with the ADA may be subject to reimbursement as an expense of lessor for maintaining common areas of the premises; however, ADA expense for capital improvements shall be amortized over the life of such improvements for purposes of reimbursement for lessor's expenses.

13. **Light and Air.** This lease does not grant or create any rights of access to light, air or views over the premises or any other property.

14. **Structural Repairs and Improvements by Lessor.** Lessor shall make all structural repairs and shall perform any maintenance or repairs required by structural defects. Lessor shall maintain the exterior walls, roof, gutters, downspouts and the foundation of the building. However, lessor shall not be responsible for repair or maintenance of lessee's storefront, windows, doors or the operation of lessee's windows and doors. Lessor shall make interior repairs only when such repairs or maintenance are necessitated by lessor's need to keep the structure in repair as required herein. Lessor reserves the right to alter, repair or improve the building,

or to add to the building, and for that purpose at any time may erect scaffolding and any other necessary structures about or upon the premises; and for that purpose lessor and lessor's representatives, contractors and workers may enter in or about the premises with such materials as lessor may deem necessary to effect that purpose, and lessee hereby waives any claim against lessor for damages, including loss of business resulting from such alterations, repairs or improvements.

15. Repairs and Improvements by Lessee. By taking possession of the premises, lessee accepts the premises as being in the condition in which lessor is obligated to deliver them and otherwise in good order, condition and repair. Lessor has made no representations to lessee with respect to the condition of the premises, except as set forth in this lease. During the term of this lease, at its own expense lessee shall repair and maintain the premises, except as set forth in this lease, including but not limited to the storefront, all interior and exterior doors and windows, interior walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank; and lessee shall at its own expense obtain all required permits for such repairs or maintenance. Lessee specifically agrees to replace all glass that may be broken or damaged during the term of this lease with glass of as good or better quality as that now in use.

16. Fixtures. Lessee shall make no alterations, additions or improvements to or upon the premises, including exterior color, without the prior written consent of lessor; lessor retains the right to approve plans for any and all such alterations, additions or improvements; and at the end of this lease lessor retains the right to require lessee to remove at lessee's own expense any alterations, additions or improvements made by lessee during the lease term, and to repair any damage to the premises resulting from such removal. Any and all alterations, additions or improvements, exterior awnings or projections, or any other addition to or improvement to the premises, whether installed by lessor or by lessee, shall be at the sole expense of lessee, shall at the time of installation become a part of the premises, and shall be the property of lessor, unless otherwise agreed between the parties in writing, and subject to any limitations set forth herein.

17. Ice, Snow, Debris. At all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstructions of any nature. If lessee occupies the entire building, lessee will not permit ice, snow, rubbish, debris and obstructions of any nature to accumulate on the roof of the building so as to stop up or obstruct the gutters or the downspouts or cause any damage to the roof. Lessee will at its own expense fully reimburse and indemnify lessor against any injury, whether to lessor or lessor's property, or to any other person or property caused by any failure of lessee under this paragraph.

18. Lessor's Right of Entry. Lessor, its employees, agents or representatives may at any time enter into lessee's premises for the purpose of examining the condition of lessee's premises, to perform necessary services, maintenance and repairs or alterations to the building or the premises, to show the premises to any prospective tenant or purchasers, or for any other lawful purpose. Except in case of emergency such entry shall be at such times and in such a manner as to minimize interference with the business use of the premises by lessee.

19. Lessee's Right of Access. During times other than normal building hours, if the premises have no outside entry, lessee's officers and employees, or those having business with lessee, may be required to identify themselves or to show passes in order to gain access to the building. Lessor shall have no liability for permitting or refusing to permit access by anyone.

20. Awnings and Window Treatments; Signage and Advertising. 20.a. Lessee shall attach no awnings or other projections to the outside walls of the premises or of the building of which the premises are a part without the prior written consent of lessor. Lessee may place curtains or other window treatments in exterior windows of the premises only if those window treatments are in keeping with the standards adopted by lessor for the building. Lessee acknowledges that any permitted awnings or projections, as well as complying window treatments, may become property of lessor as fixtures placed upon the premises by lessee.

20.b. Lessee may not place signs or other advertising on the outside walls of the premises or in exterior windows without the prior written consent of lessor. If lessee does so, lessor may, without liability, remove such signage or other advertising at lessee's expense. Upon termination of this lease lessee shall remove all of its signage or other advertising from the premises, and shall at its own expense repair any damage caused by such signage or other advertising.

21. Nonassignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or of any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the prior written consent of lessor; and lessor may withhold its consent if, in lessor's discretion, the proposed assignee or sublessee does not have sufficient net worth or a sufficiently established record of successful business operations, or proposes a use which is different from the use for which lessee has entered into this lease, pursuant to paragraph 8 hereof. The benefit of this lease is personal to lessee, and if lessee's interests under this lease are transferred to any other person or entity, in whole or in part, in any manner, including by operation of law, without the prior written consent of lessor, such transfer shall be an act of default whether or not rents or other liabilities are paid, and from the time of such transfer lessor shall have all rights to possession of the premises. In addition, lessee shall reimburse lessor for all of the professional and legal fees, as well as any other expenses incurred by lessor in evaluating any proposed assignee, regardless of whether lessor approves such assignee; and unless lessor specifically releases lessee therefrom, lessee shall after assignment or sublease remain primarily liable for payment of all base rent and other charges, as well as for the performance of all of lessee's duties under this lease.

22. Liens. Lessee shall not permit any lien of any kind to be placed upon any portion of the premises or the building in which the premises are situated, or upon the land on which it stands.

23. Damage to Premises; Lessor's Duty to Repair; Abatement of Rent During Repair. If the leased premises suffer major damage by fire or other casualty, lessor may terminate this lease as of the date of the loss. If damage to the premises exceeds fifty percent (50 %) of the value of the premises, but the premises are not totally destroyed, lessor may elect to repair the premises, and shall exercise that election by giving to lessee written notice of its election within thirty (30) days after the date of loss; if lessor fails to give that written notice, lessor shall be deemed to have elected not to repair the premises, and the lease shall terminate as of the date of the loss. If lessor elects to repair the premises, lessee shall comply with lessor's reasonable request to vacate all or any part of the premises during reconstruction, and lessor shall repair the premises promptly. For the period of time after the date of the loss and until necessary repairs have been substantially completed, there shall be an abatement of rent in proportion to lessee's loss of use of the premises. However, if the damage to the premises is minor, and no material disruption of lessee's business occurs as a result of such damage, there shall be no abatement of rent and lessor shall repair the damage promptly.

24. Eminent Domain. If all or part of the leased premises is condemned or purchased by any public entity (or private entity with condemnation powers), this lease may terminate as to the condemned part, effective as of the date of closing of the condemnation or purchase transaction, by written notice provided by either party to the other. In case of termination under this paragraph, lessee shall not be liable for rent for any condemned or purchased part of the premises after the termination date; but where the condemnation takes only part of the premises, and lessee remains in possession of the remainder of the property under this lease, lessor shall determine the amount of reduction in rent and other charges in relation to the condemned part of the premises. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

25. Option to Renew. 9 30 (Each party initial if applicable) Provided that lessee has not been in default, lessee shall have the option to renew this lease for an additional ^{two} three (3) year term commencing on the day following expiration of this lease. Lessee may exercise this option by providing written notice to lessor not less than one hundred eighty (180) days prior to the expiration date of this lease. Timely written notice shall be sufficient to bind the parties to the renewal term without further action by either party upon terms and conditions identical to the terms and conditions of this lease, except for the rent and that there shall be no further right to renew. The rent for the ^{Base} first year of the renewal period shall be the greater of: the rent paid by lessee for the last month of the expiring term, and the fair market rent for the ensuing renewal term. ^{Monthly rent for subsequent years shall be subject to CPI adjustment per §1.b.}

26. Lessor's For Sale and For Rent Signs. During the sixty (60) days prior to the date of termination of this lease, lessor may display on the premises or in the windows of the premises signs of reasonable size notifying the public that the premises are available for sale or for rent.

27. Vacating the Premises upon Termination. At the time of termination of the lease for any reason, including expiration of the lease term, lessee shall vacate the premises and deliver them to lessor in a peaceful manner, vacuumed, swept and free of debris, and in as good order and condition, reasonable use, wear and tear, damage by fire and unavoidable casualty excepted, as the premises are now in or may hereafter be put in during the term of this lease.

28. Lessee's Default. The following shall each constitute default by lessee under this lease:

a. Lessee's failure to pay rent or any other charge under this lease within five calendar (5) days after such rent or charge is due;

b. Lessee's failure to comply with any term or condition of this lease, other than payment of rent or other charges, within ten (10) days after lessor has notified lessee in writing specifying lessee's noncompliance; but this provision shall be satisfied if compliance requires a longer period than ten (10) days, and lessee commences corrective action within the ten (10)-day period and thereafter promptly corrects the noncompliance;

c. Lessee's insolvency, business failure or assignment for the benefit of lessee's creditors, including lessee's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition; or the appointment of a receiver for lessee's properties;

d. Assignment or subletting by lessee in violation of paragraph 21;

e. Lessee's vacation or abandonment of the premises without lessor's prior written consent, or, in lessor's sole discretion, failure to occupy the premises within ten (10) days after notice from lessor tendering possession; or

f. Lessee's failure or refusal to surrender possession upon termination of this lease.

29. Lessor's Remedies for Default. Upon any default by lessee, lessor shall have all rights provided by law, and in addition may exercise the following remedies:

a. If lessee's default is failure to pay rent when due, including any grace period provided by this lease, lessor may without further notice enter peaceably onto the premises and retake possession; in all other cases of default, upon expiration of the stated notice period lessor may retake possession.

b. Upon retaking possession, lessor may exercise its landlord's lien over any and all personal property left upon the premises by lessee, and may sell such property after foreclosure of its lien as permitted and required by statute.

c. After retaking possession, lessor shall promptly attempt to relet the premises, in whole or in part, to any tenant or tenants who may be satisfactory to lessor; however, lessor's efforts to relet the premises shall be sufficient if lessor follows its usual procedures for locating tenants for the space at rental rates not less than the current rates for other comparable space. If lessor has other available space, lessor may rent such space to prospective tenants without prejudice to any claims lessor may have against lessee for damages or loss of rent. Further, lessor shall apply payments or deposits received from lessee first to the cost of retaking and reletting the premises, including any remodeling required to obtain any such tenant, and then to any arrears of rent payable under this lease, together with any other damages which lessor may be entitled to claim from lessee.

30. Holding Over. If lessee holds over after termination of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, and shall create only a tenancy at will, which may be terminated at will at any time and without notice by lessor. Rent during hold-over, if any, shall be 150% of the current Base rent.

31. Nonwaiver. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises by lessor shall deprive lessor of any other action, right or remedy against lessee for possession, rent or damages; nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce lessee's performance of the terms and conditions of this lease. Time is of the essence of this lease. Unless otherwise provided in writing, any waiver by lessor of any breach of this lease by lessee (including a failure to enforce any provision of this lease) shall not be a continuing waiver, and shall not operate to prevent lessor from seeking its remedies for any subsequent breach by lessee, whether or not lessee's subsequent breach is of the same provision earlier waived or not enforced by lessor.

32. Attorney Fees and Court Costs. Lessee hereby agrees to pay all of lessor's expenses, including lessor's reasonable attorney fees, incurred as a result of lessor's enforcement of any provisions of this lease, even if no arbitration, lawsuit or other action is instituted. If any arbitration, lawsuit or action is instituted in order to enforce any provision of this lease, or for collection of rents due or damages claimed under this lease, the losing party shall pay to the prevailing party its reasonable attorney fees and all expenses incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

33. Lessor's Address. Lessor's address for giving of notices and payment of rent is: Phoenix Industrial Studios,

From time to time during the term of the lease, lessor may designate another address or addresses in writing for giving of notices and payment of rent.

34. Lessee's Address. Lessee's address for giving of notices is: Clyde's Corner LLC, 4495 South Pacific Hwy #580, Phoenix, Oregon 97535

From time to time during the term of the lease, lessee may designate another address or addresses in writing for giving of notices.

35. Notices. Any notice given by one party to the other shall be sufficient if it is in writing, contained in a sealed envelope, and either personally delivered or sent by United States Postal Service first class mail, with postage fully prepaid. Notice sent by first class mail shall be deemed to have been delivered to the addressee seventy-two (72) hours after the notice is deposited in the U.S. Mail.

36. Subordination; Estoppel. This lease shall be subordinate to any ground lease, mortgage, trust deed or other security interest that may now be or that lessor may in the future place upon the real property of which the premises are a part, unless the holder of such interest notifies lessee in writing that this lease shall be prior to the holder's interest. Lessee hereby agrees to execute any documents required by any of lessor's lenders to effectuate subordination. Further, lessee shall, upon request of lessor, execute a statement certifying the current terms of this lease, reflecting all payments lessee has made to the date of the statement under this lease, specifying lessor's defaults or lack thereof, and certifying such other matters as lessor may reasonably request. Lessor's purchasers or lenders may conclusively rely upon any such statement executed by lessee, and if lessee fails or refuses to execute such statement within fourteen (14) days of lessor's written notice thereof to lessee, lessor's purchasers or lenders may conclusively accept lessor's representations as to all terms, payments and defaults of lessee or of lessor hereunder.

37. Entire Agreement; Integration Clause. This lease, including any exhibits, contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended or terminated only by written agreement of the parties hereto. Lessor and lessee acknowledge and agree that there are no verbal agreements, representations, warranties or other understandings affecting this lease.

38. Heirs and Assigns. All of the rights, remedies and obligations given to, imposed upon, or undertaken by the parties to this lease shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, officers, agents, insurers (except as set forth herein), executors or personal representatives, and assigns (except as set forth herein) of each party.

39. Construction. In construing this lease, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this lease shall apply equally to businesses, other entities and to individuals.

40. Additional Provisions. The parties further agree as follows (if no further provisions are needed, state "none"):

IN WITNESS WHEREOF, the parties have executed this lease on the date stated above; any signature on behalf of a business or other entity is made with the authority of the Board of Directors of that entity.

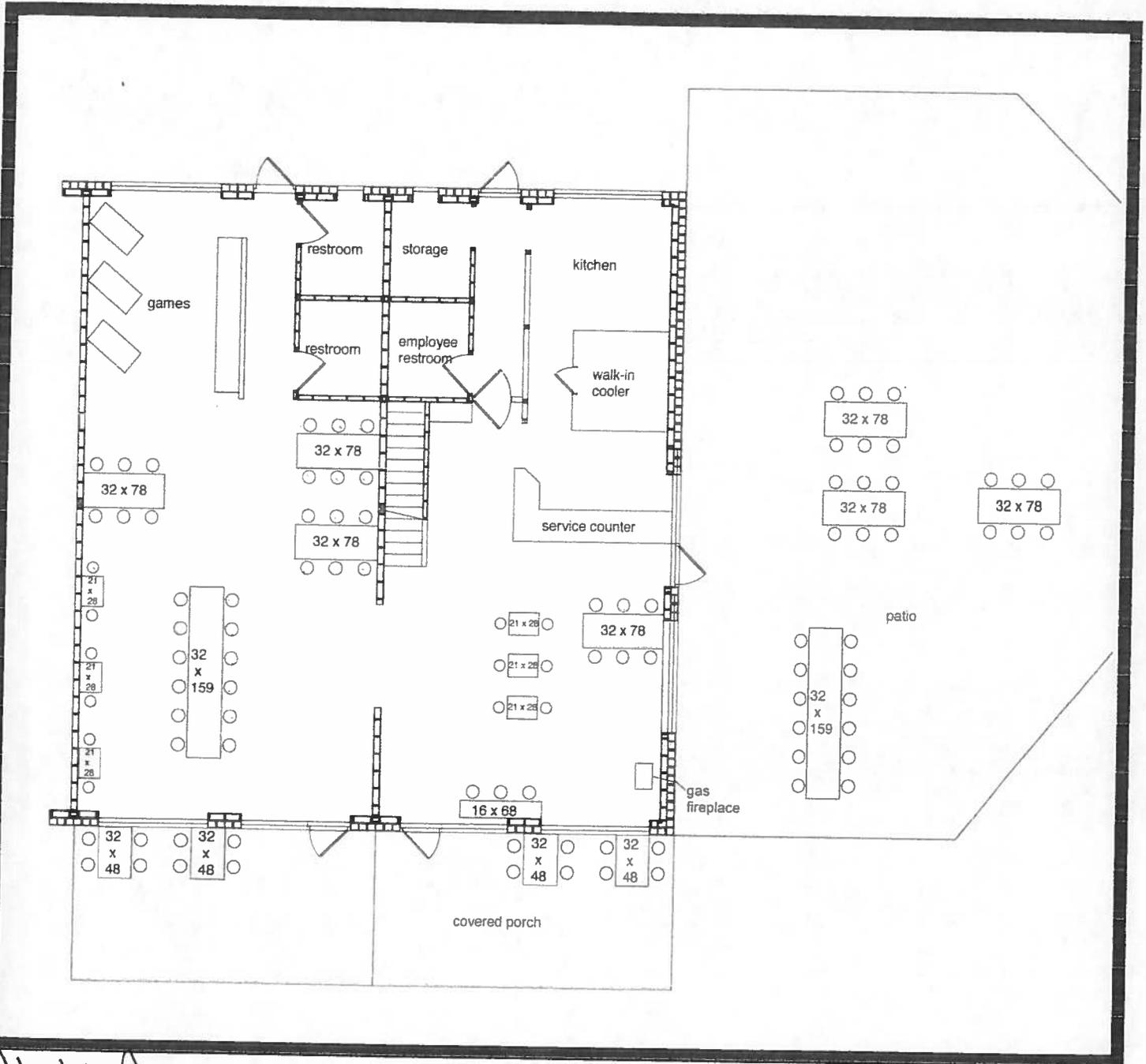
Phoenix Industrial Studios
By Paul Kay Lessor
signature date Feb 28, 2020
Title Paul Kay, Manager
By email: roguewater@mind.net
Title phone: (541) 488-8840

Clyde's Corner LLC
By Janai Gonzales Lessee
signature date 2/28/2020
Title Janai Gonzales, Member
By Rafael Gonzales
signature date 2/28/2020
Title Rafael Gonzales, Member
email: clydescornerphx@gmail.com
phone: (541) 631-1600



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Clyde's Corner LLC
Applicant Name

Clyde's Corner
Trade Name (dba):

Phoenix 97535
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

Clyde's Corner Menu

- | | |
|--------------------------------------|-------------------|
| 1. Cheese Pizza | \$10.00 |
| 2. Veggie Pizza | \$14.00 |
| 3. Prosciutto Pizza | \$15.00 |
| 4. Seasonal Pizza | \$14.00 - \$17.00 |
| 5. Daily Sandwich selection (Veggie) | \$9.00 |
| 6. Daily Sandwich Selection (Meat) | \$11.00 |
| 7. Caesar Salad | \$6.00/\$8.00 |
| 8. Arugula and mixed greens | \$6.00/\$8.00 |
| 9. Mac-N-Cheese | \$9.00 |
| 10. Baked Pasta | \$12.00 |
| 11. Seasonal Roasted Veggies | \$7.00-\$9.00 |
| 12. Crispy Potatoes | \$8.00 |
| 13. Freshly Baked Goods | \$3.00- \$5.00 |



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 5a8.

Agenda Report to Mayor and Council

Agenda item title: Approval to hire Code Enforcement Officer

Meeting Date: June 15, 2020

From: Derek Bowker, Chief of Police

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

Approval to hire Code Enforcement Officer

BACKGROUND AND DISCUSSION

The Phoenix Police Department has been without a Code Enforcement Officer since Officer Muck resigned in December 2019. We had planned and budgeted to replace Officer Muck within a couple of months, however, due to the COVID - 19 pandemic, we were unable to complete a full background investigation on the selected applicant. We have completed the background investigation and are ready to move forward.

FISCAL IMPACT

The position has been budgeted for in the 2019/2020 and 2020/2021 budget years. The position will be filled as a part-time (30 hours per week) employee.

RECOMMENDATION

Approve hiring for the vacant position.

PROPOSED MOTION

I move to authorize the Interim City Manager to appoint the Code Enforcement Officer position.

**City Council Regular Meeting
220 N. Main St.
Phoenix Plaza Civic Center
Monday, May 18, 2020**

1. CALL TO ORDER

Mayor Luz called the regular meeting of the City Council to order on Monday, May 18, 2020, at 6:30 p.m. at the Phoenix Plaza Civic Center.

ROLL CALL

PRESENT: Chris Luz, Stuart Warren, Angie Vermillion, Jim Snyder, Robert Crawford, and Sarah Westover

STAFF PRESENT: Eric Swanson, Interim City Manager
Bonnie Pickett, City Recorder
Derek Bowker, Police Chief
Doug McGeary, City Attorney
Matias Mendez, Public Works Superintendent

2. PLEDGE OF ALLEGIANCE

3. APPOINT COUNCIL VICE – PRESIDENT

Councilor Warren nominated Councilor Westover

NOMINATION APPROVED BY UNANIMOUS VOTE

4. PUBLIC COMMENTS

Mayor Luz read the written comments received from Al Muelhoefer (copy of comments attached to the minutes).

Mayor Luz noted that he did not intend to tell Council that they are not allowed to contact RVCOG. He wanted to it make clear that Council members are not to be reaching out to the RCVOG regarding the City Manager or staffing issues.

Doug McGeary, City Attorney, noted that it is okay for the Council member to contact RVCOG about programs that they offer. He noted that it is not okay for Council members to be contacting RVCOG about current negotiations or current City operations.

Councilor Westover noted what she is understanding is that the Council needs to be careful when reaching out to RVCOG so there isn't the appearance that they are giving direction versus asking questions.

Councilor Warren suggested that if a Councilor wants to reach out to an outside entity that they ask another Councilor, the City Manager, or the City Attorney before doing so, to see if it is a good idea to be doing so.

5. CONSENT AGENDA

a. Reports for Information & Possible Action:

1. Resolution No. 1054 – Declaring a Local State of Emergency
2. RVCOC IGA City Manager Recruitment Services
3. Resolution 1053 – A Resolution Establishing City Officials for the Purpose of Signing on Behalf of the City of Phoenix for City Funds
4. Declaring a Vacancy on the City Council
5. Integrated Pesticide Management (IPM)

b. Minutes to Approve and File:

1. Minutes from City Council Meeting, May 04, 2020
2. Minutes from Executive Session May 04, 2020

All written comments on IPM are attached to the minutes.

Councilor Vermillion requested item 5a1 be pulled from the consent agenda.

Councilor Warren requested item 5a5 be pulled from the consent agenda.

Councilor Westover requested item 5a4 be pulled from the consent agenda.

Motion: To approve the consent agenda with amendments expect for 5a1, 5a4, and 5a5. MOVED BY WARREN, SECONDED BY VERMILLION. No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

6. Consent Agenda Items Pulled for Discussion

Consent agenda item 5a1

Councilor Vermillion noted she was concerned about the length of time for the declaration. She wanted to have it come back to the Council at the second scheduled meeting in June.

Mr. Swanson noted that we chose indefinitely instead of addressing this at each Council meeting. He suggested setting the date out three months for review by the Council.

Motion: I moved to approve Resolution No. 1054. declaring a local state of emergency in the City of Phoenix as a result of COVID-19 pandemic with an amended date of August 03, 2020. MOVED BY WARREN, SECONDED BY VERMILLION. No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

Consent agenda item 5a5

Councilor Warren noted that about a year ago, Council had directed staff to create an IPM and to bring it back to Council for approval. The thought was that Parks and Recreation would have a say in the IPM before it was approved. He noted he would also like to get comments from Bee City USA being they are familiar with chemicals used in the City.

Councilor Westover agreed with Councilor Warren that the IPM should go to the committees for comment before the Council makes a decision.

Mayor Luz agrees that it should go to the Parks and Recreation Committee for comments.

Mr. Swanson commended Matias Mendez, Public Works Superintendent, for all the good work he put into the new IPM. He noted that there has been a huge improvement in the reduction of chemicals used in City Parks.

Councilor Warren commended Matias and the Public Works crew for all the hard work they are doing to deal with weeds instead of the use of chemicals.

Motion: I move that we postpone any decision making on the IPM at this point in time and allow the Parks and Recreation Committee as well as Bee City USA to gather information and make comments on the content of it, then it can be brought back to City Council for approval. **MOVED BY WARREN, SECONDED BY WESTOVER.** No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

Consent agenda item 5a4

Councilor Westover noted she made a mistake pulling this item and is prepared for approval.

Motion: I move to approve consent agenda item 5a4. **MOVED BY WESTOVER, SECONDED BY WARREN.** No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

8. NEW BUSINESS

a. Discussion – City Council Roles Facilitation by League of Oregon Cities.

Mr. Swanson noted that staff was directed to contact the League of Oregon Cities (LOC) to request City Councilor roles facilitation. He noted that he and Mr. McGeary contacted Patty Mulvihill with LOC to set up the training recommendations. Mr. Swanson noted that the training would not be scheduled until late July early August. He noted that the training will be tailored to fit the Council, it isn't an off the shelf training session.

Councilor Westover suggested that the training be scheduled for a weekend day instead of during the week being that all the Councilors work full time.

Mr. Swanson noted that they could work to have the training on a weekend to ensure 100% participation.

Patty Mulvihill, General Counsel League of Oregon Cities, thanked the Council for letting her participate in the meeting. She noted that completing the training on the weekend may push the date out a way due to staffing issues. Ms. Mulvilhill noted that the training will be tailored to the needs of the Council which will be done through answers from questions received from people participating in the training.

Motion: I move to authorize the Interim City Manager to sign the proposal with the LOC for facilitation services. **MOVED BY WARREN, SECONDED BY VERMILLION.** No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

b. Discussion – City Council Vacancy Appointment Process

Mr. Swanson noted the process for filling a vacancy on the City Council. He noted that candidates can also run for election in November.

Councilor Westover questioned the date the elected person would take office. She noted that having a window open for two months is too long to gather applications for the open seat.

Mayor Luz noted that one month is not a long enough period for a prospective candidate to decide if they want to be on the Council.

Councilor Warren understands Councilor Westover wanting a shorter period; however, he is okay with the two months.

Councilor Snyder noted that it does take time to gather more options to choose from for the appointment.

Councilor Westover noted that she is fine with leaving the position open for two months, however, she is concerned that there are some important decisions to be made over the next few months and that having another person on the Council would give a more citizen representation in their decision making is important.

Motion: I move to direct the ICM to proceed with advertising the vacancy as set for in the attached document entitled “Phoenix City Council Seeks Applicants for Vacant Position”. **MOVED BY WARREN, SECONDED BY VERMILLION.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Warren, Vermillion, Crawford, Snyder, Westover

MOTION APPROVED WITH FIVE AYES

9. Ordinance Reading/Adoption

10. STAFF REPORTS:

Doug McGeary, City Attorney, no report.

Eric Swanson, Interim City Manager, noted that we have opened up our City parks while educating citizenry about social distancing requirements. He noted that at Public Works they have a locked gate that allows control over visitors at that location. Mr. Swanson noted at City Hall plastic shielding has been put in place to protect staff from people that may enter City Hall. He noted that they may look into controls for the front door of City Hall to limit the number of people entering the building.

Derek Bowker, Police Chief, noted that he is following what is being done at City Hall. His Records Clerk will be behind glass and will only allow one person at a time in the building. He noted that if someone wants to speak to an officer, this can be done by phone since the officers are out in the field on patrol. Chief Bowker also noted that the service of fingerprinting will remain suspended.

Mr. Swanson noted that there are educational pieces that can be posted at locations that may receive the public. He noted that through the whole pandemic process, we have been lucky to have all of our employees come to work safely.

Councilor Vermillion asked if members of the same family may be able to enter the building at the same time. She asked if the City will be doing contact tracing.

Mayor Luz asked if the temperature of people entering the buildings is going to be taken.

Chief Bowker noted that the police department doesn't have a thermometer at this time, but this is something we could look into.

Mr. Swanson noted that we are asking people if they don't feel well not to go to any of our facilities. He noted that he doesn't think anyone on staff is trained to be taking temperatures of visitors.

Councilor Warren noted that he has received several comments about the meeting not being live-streamed and wanted to know when we go back to our regular meeting if streaming will continue as usual.

Mr. Swanson noted that yes, we will go back to streaming the meetings.

Mayor Luz noted that he received two emails today from constituents with misinformation they received from Facebook, stating that we were not recording meetings anymore. He noted this is incorrect we are recording meetings and will continue to record them. The only thing that has changed is the streaming of meetings which is not required by law, this is something the Council has chosen to do.

Mr. Swanson noted that we don't have any topics for our next meeting so we are going to forgo the meeting on June 01, 2020, and the next Council meeting will be June 15, 2020. He noted we are working with City Engineers to get projects out to bid to move things forward. Mr. Swanson thanked everyone involved in the budget process.

11. MAYOR AND COUNCIL COMMENTS/ REPORTS:

Councilor Warren thanked the community for their patience while we are working through the difficult time of COVID-19. He knows that the community would like to be at the meeting to say their peace, and he would like that to happen again as well. Councilor Warren noted that he is upset about the Mayor booing when Councilor Snyder noted during the Budget Committee meeting that the name of the Mayor's newsletter is now called The Voice. He noted that this type of behavior is not appropriate and unbecoming of a Mayor. Councilor Warren noted that the people that work on The Voice newsletter deserve an apology.

Mayor Luz apologized for his behavior, he stated that it was not appropriate behavior.

Councilor Snyder no comment.

Councilor Westover noted that Facebook live works well when it works. She noted that at this time she doesn't feel comfortable being in large group settings. Councilor Westover noted that audible copies of the audio need to be on the website for people to listen to.

Councilor Crawford no comment.

Councilor Vermillion noted she would like the employee handbook updated under nepotism rules that need to be addressed to protect the City in the future.

Councilor Warren noted that he agrees that they need to take a look at the City handbook to ensure there is no potential risk for liability.

Mayor Luz suggested the staff look into this and bring it back to the Council.

Mr. Swanson noted that the collective bargaining agreements have just been completed. He noted that he will look into this and back to the Council.

Mr. McGearry noted that he would be happy to look into employment relations with Mr. Swanson.

Mayor Luz noted that the dog park at Colver Park has been completed and that there is a section for small dogs only. He noted we will need to look into a name for the dog park as well as a dedication date. He asked that people keep it local and patronize the local businesses. Mayor Luz noted that last Thursday the Budget Committee passed the budget. He noted that he is looking forward to having normal meetings instead of virtual ones.

12. ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Bonnie Pickett
City Recorder

DRAFT

Request the following letter be read during the Public Comments at the Phoenix City Council meeting, May 18, 2020

“Mayor Luz is on record telling Phoenix City Councilors that they cannot contact the Rogue Valley Council of Governments (RVCOG).

I doubted that was true so I contacted Mike Cavallero, Executive Director, RVCOG, for clarification. I told Mike what the Mayor said and asked him to explain RVCOG’s policies. Mike said that RVCOG is a membership organization and their mission is to serve members, like the City of Phoenix. Mike said that Phoenix Councilors are welcome to call and ask questions of his staff. He said this is done all the time by other municipalities. He also noted that, if requested, his staff will brief City Councils on issues of concern. Also, he mentioned that the public, including Councilors, are welcome to speak at RVCOG’s Board meetings.

Councilors, I urge you to challenge the Mayor when he tries to restrict your rights to gather information. Use all the tools in your toolkit. Using RVCOG as an example, I would assume that many of the restrictions imposed by the Mayor are wrong. Remember, our nation was built on a system of checks and balances!”

Al Muelhoefer
103 Walnut Pl
Phoenix, Oregon

Bonnie Pickett

From: Sharon Schmidt <shrink456@hotmail.com>
Sent: Friday, May 15, 2020 1:14 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: ipm

https://www.phoenixoregon.gov/sites/default/files/fileattachments/city_council/meeting/packets/12581/05_18_20_council_packet.pdf

Can City of Phoenix please incorporate the citizens more meaningfully by asking for feedback from Parks and Greenway and Bee City USA prior to putting this on the Agenda?

Can City of Phoenix make this a discussion at a meeting by breaking it out of the Consent Agenda?

Thank you,

Sharon Schmidt
4601 S. Pacific Hwy
Phoenix, Oregon 97535

Bonnie Pickett

From: Sandra Freeman <energymedicinecenter@gmail.com>
Sent: Sunday, May 17, 2020 10:06 PM
To: Bonnie.Pickett@phoenixoregon.gov
Subject: Organic First and Pollinator Friendly Pest Management

To Bonnie Pickett,

I am writing to urge the City of Phoenix to follow the lead of Talent City and Phoenix Talent School District in adopting an organic-first Integrated Pest Management Plan.

It's my understanding that the city is reviewing its pest management plan which currently uses glyphosate and other carcinogens in our public spaces.

Let's protect our children and families from exposure to these harmful substances.

Thank you,
Sandra

--

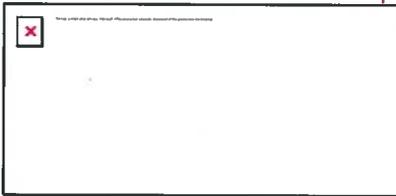
Sandra Freeman 707 834-4188

Take charge of your own well-being with natural solutions

<http://visionaryhealer.com/contact/>

<https://www.doterra.com/US/en/site/sfreeman>

Please feel free to text me for a quicker response



Bonnie Pickett

From: Karina Fink <kafink@gmail.com>
Sent: Sunday, May 17, 2020 10:31 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Pesticide use

Hello,
I am a resident and home owner in Phoenix. My house backs up to Colver Park. My husband and I take our dogs to the park daily and I often wonder about pesticides. I'd like to become a mother in the near future, and I really want to live in a place that is safe for my future children. Pesticides have been shown to cause a large number of issues, including autism. As a resident, I'd much rather have some dandelions and bees than the issues that pesticides bring.

Thank you,
Karina Fink
252 Jared Court
Phoenix OR

Sent from my iPhone

Bonnie Pickett

From: Zachariah Stillwater <zachariahstillwater@gmail.com>
Sent: Sunday, May 17, 2020 10:33 PM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Organic First Integrated Pest Management

Hi, we are considering buying land in the area near Phoenix.

We are an organic food company specializing in sprouted nuts & seeds currently living in Ashland.

We have a little three year old and we are aware how pesticides can lower IQ and cause diseases.

We hope you consider looking into healthier options to take care of pests & weeds.

Other locations near you have adopted this policy and I'm sure have resources available for you to make a swift transition into a healthier future for all of us!

If you are curious, there is science showing the loss of IQ regarding pesticides. I learned about it recently from a study by NYU. <https://nyulangone.org/news/flame-retardants-pesticides-overtake-heavy-metals-biggest-contributors-iq-loss>

Thank you for caring about the children and our future!

All my Best with Heart,

Zachariah Stillwater
Enlightened Seeds
www.TheEnlightenedSeeds.com

Bonnie Pickett

From: Pam Cooper <nowcoop@gmail.com>
Sent: Monday, May 18, 2020 12:23 AM
To: bonnie.pickett@phoenixoregon.gov
Subject: IPM

I experienced a chemical injury in 1991 and have spent the last nearly 30 years dealing with an ever-growing list of allergies and reactions to household cleaners, detergents, soaps, foods, supplements, various insulins, some oral meds (fillers/coatings), insect bites, dust, latex, nitrile, epinephrine, and most antibiotics. I realize there are arguments to be had for some of these, but my physical life was mostly uneventful until that chemical injury.

Please consider the legacy you leave your children by using toxic chemicals in school rooms and halls, playgrounds, cafeterias, sports fields, parks, and especially in your homes.
Pam j Cooper

PS:

I live just outside Phoenix city limits, and have passed by the soccer fields on Colver Road many times. For a long time I saw that probably roundup was being used to kill the weeds around there, and was appalled that kids were being exposed to it.

Bonnie Pickett

From: Jason R. Couch <farmboy@mind.net>
Sent: Monday, May 18, 2020 7:24 AM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Weed Management

Follow the lead of Talent City and Phoenix Talent School District and adopt an organic-first Integrated Pest Management Plan

J.

Jason R. Couch MFA
Native American ~ Veteran ~ Filmmaker
FAA Licensed Commercial UAS Pilot
farmboy@mind.net

Bonnie Pickett

From: Danielle Schreck <daniellejomail@gmail.com>
Sent: Monday, May 18, 2020 8:43 AM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Pest Management Plan on Agenda

I am a resident of Phoenix. I own a daycare and preschool, and we visit our public parks regularly. I also have a degree in Environmental Studies and have studied ecotoxicology, so I understand how dangerous pesticides can be.

I wholeheartedly agree with my fellow citizens who are encouraging an IPM plan that puts organics first, and does not use glyphosate and other carcinogens.

We need to follow the leads of the City of Talent and the Phoenix Talent School District, and adopt an organic-first Integrated Pest Management Plan.

The members of our community have had some tremendous wins to make our shared spaces safe to play in over the past year. Not only has Jackson County made drastic cuts to the amount of pesticides they use on county roads, the City of Talent adopted an organic-first pest management plan, and just last February the Phoenix Talent School District put a moratorium on 2-4 D and glyphosate and adopted an organic-first IPM as well.

Don't the children and people of Phoenix deserve to be as healthy as possible?

Danielle Schreck
Nurture and Bloom
1554 Pacific Lane
Phoenix, OR 97535
541-761-7178

Bonnie Pickett

From: Debbie Devine <deborahdevine@gmail.com>
Sent: Monday, May 18, 2020 9:17 AM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Supporting Statement

Dear Decision Makers,

Your care in this matter is greatly appreciated and will make an impact long after it's made.

As respectful citizen of Pheonix, a former early childhood educator and a (mostly) organic gardener I'm grateful for your support of eliminating the use of harmful chemicals in our community and school playgrounds.

I do not know the advocates of this effort and we can all be grateful to them.

I'm surprised we would even consider use of toxic options when alternatives exist.

It's like insurance against future legal claims, but more importantly- these are precious children and grandchildren to us.

Thank you for correcting this as soon as possible.

Debbie Devine, LMFT

--

Debbie Devine, MA LMFT

Pronouns: She/Her/Hers

Mental Health Counselor at SOU

Return to SOU office from summer break

September 16, 2019

IMPORTANT NOTICE REGARDING THIS ELECTRONIC MESSAGE:

Due to the non-secure nature of email, I cannot guarantee confidentiality of this communication. So please use discretion when sending sensitive information. Please also note that I do not maintain 24 hour access to my email account.

Hours and contact information are below crisis resources.

CRISIS RESOURCES

If you are in crisis or thinking about harming yourself please reach out to a friend or family member for help or call one of the hotlines listed below for help and support.

If you know someone who is suicidal, please try to get the person to seek help immediately.

- Call 911 for emergency services (in the United States).
- Go to a hospital emergency room.
- Call the toll-free 24 hour National Suicide Prevention Lifeline(1-800-273-8255), which provides free and confidential

emotional support to people in suicidal crisis or emotional distress.

- Call the toll-free 24-hour hotline of National Hopeline Network (1-800-784-2433) to be connected to a trained counselor at a suicide crisis center near you. 

If you are in the Jackson County Area:

- FREE CRISIS SUPPORT workers available 24 Hours /7 Days a week by calling:

Jackson County Mental Health HotLine

541-774-8201

If you prefer texting:

Text the word "Listen" or "Help" to 741741 for a trained crisis counselor.

For more Telephone Support:

1-800-442-HOPE (1-800-442-4673)

Trevor Project for LGBTQ youth: 1-866-488-7386

Veterans peer support line: 1-877-Vet2Vet (1-877-838-2838)

Spanish speaking suicide hotline: 1-800-SUICIDA (1-800-784-2432)

Teen to teen peer counseling hotline: 1-877-YOUTHLINE (1-877-968-8454)

Graduate student hotline: 1-800-GRADHLP (1-800-472-3457)

Post-partum depression hotline: 1-800-PPD-MOMS (1-800-773-6667)

Eating Disorders:

Text "NEDA" to 741741 24 hours/7 days a week if in crisis.

You can call the NEDA Helpline for support for more information about Eating Disorders and finding care.

The National Eating Disorder Association Helpline is available Monday-Thursday from 9AM to 9PM ET, and Friday from 9AM to 5PM ET. Contact the Helpline for support, resources and treatment options for yourself or a loved one.

Helpline volunteers are trained to help you find the information and support you need (800) 931-2237

 Contact Information:

My direct phone at Southern Oregon University:

T: 541-552-8267 at SOU

Fax to my attention at SOU:

F: 541-552-6693

My hours at SOU are M-F 12:00-5:30 Tuesdays 8:00 AM-5:00 PM and Thursday Evenings for Groups.

Only during the academic school year!

*I do not maintain 24 hour access to this email and am not in the SOU office during summer break and holiday breaks.

 ***If you are an SOU Student contacting me by email when school is in session please read below. :)

To protect your privacy and keep all our communications secure and in one place, please contact me from your account on the health portal instead of email to protect privacy. To do so:

Log into myhealth.sou.edu using your SOU log in.

THANK YOU!!!

**If you are no longer an SOU student or are a private established client please contact me at (530) 228-5212

LGBTQ / Weight Inclusive Safe Zone

Bonnie Pickett

From: catie faryl <catiefaryl@hotmail.com>
Sent: Monday, May 18, 2020 9:50 AM
To: Bonnie.pickett@phoenixoregon.gov
Cc: chris.luz@phoenixoregon.gov; sarah.westover@phoenixoregon.gov;
stuart.warren@phoenixoregon.gov
Subject: Thank you for adopting an Organic Integrated Pest Management Plan

To City of Phoenix

To the Mayor, City Council, Planning Department, Commissions and Staff,

Thank you for giving serious consideration to adopting an organic Integrated Pest Management Plan that will protect our residents, children, pets, pollinators, soil and water. Now that we all know glyphosate (Round-up) and other toxic sprays are known and/or suspected carcinogens, this is the best way to avoid further harm and possible lawsuits.

Also because so many of us valleywide are working hard to create more organic local food growing and to restore our pollinator populations to abundance and health, we are proud to know you are taking steps to follow the City of Talent and the Phoenix/Talent School District to use only safe methods on City properties. This is also a leading example to Phoenix citizens to end the use of toxic garden and farming chemicals.

Thank you for your appropriate actions to adopt an organic Integrated Pest Management Plan for the City of Phoenix.

Sincerely, Catie Faryl, Phoenix/Medford Zero Waste, Southern Oregon Project Drawdown, Jackson County
Granges
716 First Street
Phoenix, Oregon
541 535-1854

Bonnie Pickett

From: lynn cohen <phnx501@gmail.com>
Sent: Monday, May 18, 2020 9:56 AM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Organic IPM

I am writing to ask that I be included in those who are in favor of an organic-first Integrated Pest Management Plan for the City of Phoenix. Thank you!

Lynn Cohen
401 N. Church St.
Phoenix, OR.
Home owner and taxpayer of Phoenix since 1984.

Bonnie Pickett

From: Sam Elm <sam.bam.elm@gmail.com>
Sent: Monday, May 18, 2020 9:57 AM
To: bonnie.Pickett@phoenixoregon.gov
Subject: Yes please pesticide free

Hi Bonnie

I am a resident here in Phoenix OR, I heard that we are looking at going pesticide-free and I wanted to add my voice to the group and say yes I would like to be pesticide free.

Thanks
Sam Elm

Bonnie Pickett

From: Verdant Phoenix <verdantphoenixfarm@gmail.com>
Sent: Monday, May 18, 2020 10:37 AM
To: Stuart Warren; Bonnie.pickett@phoenixoregon.gov
Subject: Public Comment - City of Phoenix - Integrated Pest Management

City of Phoenix Public Comments for City Council meeting 5.18.2020

To: Phoenix City Councilors

My name is Rhianna Simes, I live at 4283 Colver Rd in Phoenix – just 1 block away from Colver Park. I have two young children, and we love to go to our local park to play – before Covid-19. Three years ago I was in the park with my baby in a stroller when a city employee began spraying herbicide near the track where I was walking. I felt very concerned that my baby and I were exposed to a harmful chemical, and that our risk continued since the product had been used at the park where we like to play.

Now, several years later, the City of Talent has stopped using chemical pesticides and has adopted an “organic products first” Integrated Pest Management (IPM) Plan. The Phoenix/ Talent School District has voted on an immediate moratorium of Round-up and has adopted an “Organic products first” IPM plan. The City of Medford is changing their policies to reduce pesticides.

They can do it – why can’t the City of Phoenix!?!

I would like the City of Phoenix to follow the science, and follow our neighbor’s lead on how to manage City property. We know that the City of Phoenix does not want to hurt children or anyone, however it is time that the City of Phoenix stops using products that are known to be harmful, and to help reduce exposing children/ elders/pets (anyone using our local parks) to toxic chemicals.

We want a clear IPM plan that helps City employees know how to reduce the use of harmful pesticides, keep the city looking beautiful, and follow the established science that shows pesticides cause harm.

City of Phoenix -we must stop using these harmful chemicals in our parks! There is a better way!

Here is a link to City of Talents Integrated Pest Management Plan so we can learn from them:

https://beyondpesticides.org/assets/media/documents/documents/TALENT_Policy_18.pdf

Thank you for your consideration,

-Rhianna Simes, M.S.Ed.

4283 Colver Rd

Phoenix, OR 97535

541.821.0203

Bonnie Pickett

From: Diane Reiling <reilingd@aol.com>
Sent: Monday, May 18, 2020 10:38 AM
To: Bonnie.pickett@phoenixoregon.gov
Subject: IPM

We support an Organic-First, Integrated Pest Management Plan for the City of Phoenix, as they have done in the City of Talent.

It is important for our residents and for our pollinators to remove these toxic chemicals from our public landscape.

Please add our voices to those in favor of this change.

Chuck and Diane Reiling

810 Amerman Drive
Phoenix
541-499-6622

Bonnie Pickett

From: Willow Denker <willowdenker@gmail.com>
Sent: Monday, May 18, 2020 11:13 AM
To: chris.luz@phoenixoregon.gov; Bonnie.pickett@phoenixoregon.gov;
sarah.westover@phoenixoregon.gov; stu.warren@phoenixoregon.gov
Subject: Support for Organic First IPM

To: Bonnie Pickett and the Phoenix City Council

I join many Jackson county residents that are doing whatever we can to ensure that our public spaces are safe for all living things.

It is time to eliminate carcinogens for weed and insect control and adopt an organic-first Integrated Pest Management Plan. Local municipalities are adopting important policies that provide drastic cuts to the amount of pesticides they use on county roads.

The City of Talent adopted an organic-first pest management plan, and just last February the Phoenix Talent School District put a moratorium on 2-4 D and glyphosate and adopted an organic-first pest management plan.

I understand that the Phoenix City Council is considering the IPM plan and I urge you to adopt this **Organic -First Policy** tonight.

Thank you,
Willow Denker
380 York Street
Ashland, OR

Bonnie Pickett

From: LaurenJ Oliver <laurenjoliver@gmail.com>
Sent: Monday, May 18, 2020 11:50 AM
To: Bonnie.pickett@phoenixoregon.gov
Cc: Mayor Chris Luz; Councilmember Sarah Westover; Councilmember Stuart Warren
Subject: Request: City of Phoenix adopt organic Integrated Pest Management Plan

Dear Bonnie, Chris, Sarah and Stu -- and all of you who make decisions about the healthy future of Phoenix,

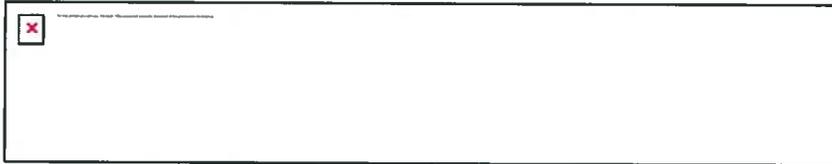
PLEASE adopt an organic Integrated Pest Management Plan. We hope to make all our gardens, our waste, and management of our weeds and pests organic, to protect the health of our children, our elders, and our precious land and water.

Thank you for considering how powerful this can be to assure the healthy future of our world.

Warm regards,
Dr. Lauren J Oliver

--

Lauren Jinshil Oliver, PhD
www.CirclesWork.net
707-843-1787



Bonnie Pickett

From: Terry Trantham <gardengirltkt@gmail.com>
Sent: Monday, May 18, 2020 12:29 PM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Health First - Organic IPM

Bonnie,

I'm sure that you are aware if the overwhelming proof that herbicides and pesticides have a direct effect on the health of Every Single Living Being that comes in contact with them.

Just ask any of our vets about the side effects of these toxins. I volunteered in orphanages in Vietnam and saw the unimaginable deformations, illness and suffering caused from being exposed. They had no choice but we do!

As a community we MUST stop using these toxic chemicals. You have the opportunity now to protect our/your health, water, animals, birds, insects, pets and most of all, our children. It's not too late.

PLEASE

Terry Trantham
541.727.1209

Bonnie Pickett

From: Kristina Lefever <pollinatorprojectroguvalley@gmail.com>
Sent: Monday, May 18, 2020 1:25 PM
To: Bonnie.pickett@phoenixoregon.gov
Subject: Comments for May 18 agenda item

To the City of Phoenix Mayor, City Council, Planning Department, Parks and Rec, and Staff,

Thank you for planning to adopt an Integrated Pest Management (IPM) Plan. A well-thought out IPM plan is crucial for every municipality to adopt - such a plan provides the framework for city staff to follow for each of the 'pest' situations that might arise, be they plant, animal, insect, fungus, etc.

It is imperative in these days and times, when there are so many routes of exposure to toxic substances, that the City of Phoenix take action by adopting an **Organic-First** Integrated Pest Management Plan to protect our residents, city staff, children, pets, pollinators, soil, and water. Now that we know that glyphosate (Round-up) and other toxic sprays are known and/or suspected carcinogens, not to mention reasons for legal action, including these pesticides in an IPM as a "last-resort / emergency only" is the best way to prevent harm to all who live and work in Phoenix.

Pollinator Project Rogue Valley would be proud to share that the City of Phoenix is taking steps to follow the leads of the [City of Talent](#) and the Phoenix/Talent School District to use only safe products and processes on City properties. The City would be a leading example for Phoenix citizens to reduce if not eliminate the use of toxic garden and farming chemicals.

Thank you for taking the appropriate actions to adopt an **Organic-First** Integrated Pest Management Plan for the City of Phoenix.

Note that our office is at 312 N. Main St.

Kristina Lefever
President
[Pollinator Project Rogue Valley](#)

Bonnie Pickett

From: whthornhill <whthornhill@gmail.com>
Sent: Monday, May 18, 2020 1:32 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Phoenix Park policy

As a gardener and a grandfather, I would like my city's park department to use an organics first policy for pest control similar to that used by Talent and the Phoenix Schools. The health of our children and pollinators are both important to me I. Please consider my opinion at the city council meeting tonight.

Bill Thornhill
3840 Hilsinger Rd
Phoenix

Sent from my T-Mobile 4G LTE Device

Bonnie Pickett

From: pamrthornhill <pamrthornhill@gmail.com>
Sent: Monday, May 18, 2020 1:54 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Parks Dept Pest Control Policy

----- Original message -----

From: Pam Thornhill <pamrthornhill@gmail.com>
Date: 5/18/20 1:48 PM (GMT-08:00)
To: bonnie.pickett@phoenixoregon.gov
Subject:

I am writing to to support the policy of an organic first integrated pest management plan for the city of Phoenix Parks Department. I think this is an important step to increase the safety and livability of our family friendly city. Our parks should be a healthy place for our residents and the pollinators upon whom we all depend.

Pam Thornhill
3840 Hilsinger Rd.
Phoenix, OR

Bonnie Pickett

From: Sandra Freeman <energymedicinecenter@gmail.com>
Sent: Monday, May 18, 2020 2:31 PM
To: Bonnie.Pickett@phoenixoregon.gov
Subject: Re-sending more detailed letter regarding IPM

To the City of Phoenix Mayor, City Council, Planning Department, Parks and Recreation, and Staff -

Thank you for planning to adopt an Integrated Pest Management (IPM) Plan. A well-thought out IPM plan is crucial for every municipality to adopt - such a plan provides the framework for city staff to follow for each of the 'pest' situations that might arise, be they plant, animal, insect, fungus, etc.

It is imperative in these days and times, when there are so many routes of exposure to toxic substances, that the City of Phoenix take action by adopting an Organic-First Integrated Pest Management Plan to protect our residents, city staff, children, pets, pollinators, soil, and water. Now that we know that glyphosate (Round-up) and other toxic sprays are known and/or suspected carcinogens, not to mention reasons for legal action, including these pesticides in an IPM as a "last-resort / emergency only" is the best way to prevent harm to all who live and work in Phoenix.

As a grandmother, long-time practitioner in helping people with their health, and avid gardener, I would be proud to share that the City of Phoenix is taking steps to follow the leads of the City of Talent and the Phoenix/Talent School District to use only safe products and processes on City properties.

The City would be a leading example for Phoenix citizens to reduce if not eliminate the use of toxic garden and farming chemicals.

Thank you for taking the appropriate actions to adopt an Organic-First Integrated Pest Management Plan for the City of Phoenix.

Sincerely,
Sandra Freeman
Center for Integrative Energy Medicine

--
Sandra Freeman 707 834-4188

Take charge of your own well-being with natural solutions

<http://visionaryhealer.com/contact/>

<https://www.doterra.com/US/en/site/sfreeman>

Please feel free to text me for a quicker response



Bonnie Pickett

From: Van Fleming <livingdojo@gmail.com>
Sent: Monday, May 18, 2020 3:35 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Phoenix IPM

Greetings City of Phoenix Council & Community Members,

I am a citizen of Phoenix, a Regenerative Gardener, Teacher, Writer and Mom.

I have, most recently, volunteered for Bee City USA, Phoenix and at Armadillo Technical Institute (Farm to School program).

As a regenerative, permaculture gardener, I practice and teach safer, more cost effective, beautiful, beneficial, and frankly, smarter ways to landscape without pesticides.

There are many long term examples in this valley including the city of Talent IPM, numerous gardens, restoration projects (Lomakatsi).

Last Spring, while on a school field trip to a city park, my son and other teens were exposed to pesticides sprayed in tree wells, before they noticed a small sign saying they had been sprayed.

There is no reason to risk our children's health like this. There are many better ways and if done correctly, can save also time (labor) and money.

I strongly recommend that the city of Phoenix respectfully listen to the concerned citizens, master gardeners, parents, farmers and others who have recommended alternatives to harmful pesticides, for years, and then be willing to learn and implement these sound ideas.

Thank you for your deep consideration,

Kathleen LaFleur-Fleming

Bonnie Pickett

From: Rachel Hough <treefrog251@gmail.com>
Sent: Monday, May 18, 2020 3:56 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Comment for tonight's city council meeting.

To whom it may concern,

My name is Rachel Hough. I am a resident of Phoenix, a mother to a four year old son and an educator in our community. I am writing today because of my concern about the use of pesticides in our city that cause me to feel my child and I are not safe to play in our public parks or walk safely down our sidewalks.

Over the last couple of years it came to my attention that local municipalities were using carcinogenic products such as glyphosate in our public spaces. To my relief, the last couple of years have heralded big changes in that regard. Ashland city has gone mostly organic, along with the school district which has been entirely organic for 8 years; Talent City has gone organic first with their IPM; Medford city has informed the community that they are 99% organic, and most recently, the Phoenix Talent School District banned glyphosate and 2 4-D, and changed their IPM to organic-first.

Studies increasingly show that low levels of these toxic chemicals can have profoundly damaging effects on people and animals, and that no level of use is a safe one. The benefit of using these products is far outweighed by the potential and absolute harm being caused to our community and I am writing to hold our community leaders accountable to protect our children, neighbors and wildlife whom they are elected to safeguard. There are many alternative options to the current practices, as already adopted by many countries, school districts, and state and city municipalities, beyond our own neighbors mentioned above. Our own city should reflect the values of it's community and align with the practices its surrounding municipalities and school districts have adopted as they reflect the educated concerns of many.

I am certain that our community will continue to bring this issue forward until we feel safe in our own parks and playgrounds. Please follow the lead of our surrounding municipalities and adopt an Organic- First IPM.

Rachel Hough
Safe to Play

Bonnie Pickett

From: Charlotte Poulos <chpoulos@gmail.com>
Sent: Monday, May 18, 2020 3:58 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Adopting Organic IPM for our city parks and public places

My name is Charlotte Poulos and I live at 912 N Rose St in Phoenix, OR 97535. I moved here in 2007. I used glyphosphates on weeds in my yard for the first couple years I lived here but never around my organic garden beds. I thought this was enough. But after reading more and more articles and evidence coming out about the carcinogenic, deadly effects of Round-Up on people and our pollinators, I quit using it altogether and switched to a an organic way of dealing with unwanted weeds in my yard.

As the council is meeting tonight to either approve a new organic IPM or to re-approve the previous method using glyphosphates, I want reach out and urge the city to follow the lead of the other municipalities in the valley to adopt a safer pesticide plan for our parks and sidewalks and municipal lots. Please move to protect all of us, our kids and pets and our the little critters that make it all possible, our bees and pollinators. Safe practices and management systems are out there! Reach out to Talent, Ashland and Medford cities and the Ashland, Talent/Phoenix School Districts and ask they share their knowledge. You don't have to reinvent the wheel. The Medford school district and Phoenix are the last holdouts. Please let us do the right thing. Make this a unanimous, life-affirming vote. In all the turmoil we face these days, it will be one less thing to worry about. Thank You!

--

Charlotte

*"Almost everything will work again if you unplug it for a few minutes, including you."
~ Annie Lamott*

Bonnie Pickett

From: Jo Anna Shaw <joannashaw.net@gmail.com>
Sent: Monday, May 18, 2020 3:59 PM
To: Bonnie.pickett@phoenixoregon.gov; chris.luz@phoenixoregon.gov;
stu.warren@phoenixoregon.gov; sarah.westover@phoenixoregon.gov
Subject: Safe Organic Pest Management Plan

Dear City of Phoenix Leadership Team,

As a health conscious Phoenix Oregon Senior, I am writing to request your support for using only a safe Organic Pest Management Plan so all residents, school children and their pets can enjoy breathing healthy fresh air as well as safe places for play and other outdoor activities. I understand Talent has a program we could easily adopt.

Thank you for your service to our city.
Jo Anna Shaw

"The greatest treasure you will mine in your life is being wholehearted YOU." -- Jo Anna Shaw

Jo Anna Shaw
Author, Poet and Mind-Body Coach
541-840-9671

[Website](#)

[Book: *Design and Live the Life You Love: A Guide for Living in Your Power and Fulfilling Your Purpose*](#)

Bonnie Pickett

From: Julie Vandenberg <thepoliteserver@gmail.com>
Sent: Monday, May 18, 2020 5:00 PM
To: Bonnie.pickett@phoenixoregon.gov
Subject: IPM

Dear Bonnie,

I hope that the Phoenix City Council will strongly consider implementing an ORGANIC ONLY Implemented Pest Management system similar to that of Talent. It's high time that we stop relying on chemicals that use poison to kill weeds and pests. Birds are dying at alarming rate by eating insects that have been poisoned. And, worst of all, some community members are getting cancer from pesticides such as RoundUp. This has been scientifically proven time and time again.

It's time to implement a system that does not pose any danger to the community. "First, do no harm.": a quote that is relevant in all areas of governing our small town.

On another note, I live on Camp Baker just off Colver Road. There are several dead trees along the tracks there that have been left standing for two years or more now as an extreme fire hazard right across the street from family neighborhoods. This seems incredibly dangerous when we have such terrible fire risks in summertime. Let's keep in mind what happened in Paradise. How can we expect families to keep their property clear of fire debris when it's all along the tracks? When will this be addressed?

Thanks for your time and attention to these matters.

Sincerely,
Julie Vandenberg
541-621-4580

Sent from my iPad

YAHOO! MAIL

Subject Pest management program
From Diana Rasmussen <dianakrasmussen@yahoo.com>
To: bonnie.picket@phoenixoregon.gov <bonnie.picket@phoenixoregon.gov>
Date Mon, May 18, 2020 at 1:26 PM

Dear Council,

As a former counselor with the city and an avid fan of parks, I would ask that you adopt the Organics First Integrated Pest Management plan in conjunction with the Phoenix Talent schools plan and similar to those of our neighboring communities of Talent and Ashland!

The difficult decisions have been researched and made by these three groups and we as a community deserve to treat our streets, public spaces and irrigation canals with the least toxic options for pest control. You will have the backing of both current and future residents when you adopt this plan and contribute to a vital and healthy option to outdated and toxic chemicals used in the past! Thank you for your time and consideration, Diana Rasmussen

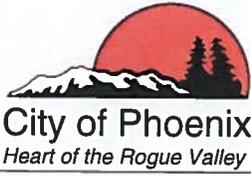
316 Coral Circle
Phoenix, Oregon





541 292 6152

[Sent from Yahoo Mail on Android](#)



Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1057, declaring the City's election to receive state shared revenues

Meeting Date: June 15, 2020

From: J.C. Boothe, Finance/HR Director

Action: ___ Motion, ___ Ordinance, x Resolution, ___ Information only

SUMMARY

This is a resolution that, if adopted, will allow the City to continue to receive state shared revenue.

BACKGROUND AND DISCUSSION

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 13, 2020. 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.

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

Received in General and Street Funds.

RECOMMENDATION

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

PROPOSED MOTION

I move to approve Resolution No. 1057, declaring the City's election to receive state shared revenues.

ATTACHMENTS

Resolution

CITY OF PHOENIX
PHOENIX, OREGON

RESOLUTION NO. 1057

**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 2020-2021.

Passed by the City Council this 15th day of June 2020.

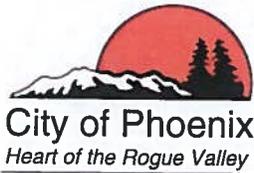
Chris Luz, Mayor

ATTEST:

Bonnie Pickett, City Recorder

I certify that a public hearing before the Budget Committee was held on May 13, 2020, and a public hearing before the City Council was held on June 15, 2020, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Bonnie Pickett, City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 7b.

Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1058, adopting the budget, making appropriations and levying and categorizing taxes for fiscal year 2020/2021 for City of Phoenix

Meeting Date: June 15, 2020

From: J.C. Boothe, Finance Director

Action: ___ Motion, ___ Ordinance, x Resolution, ___ Information only

SUMMARY

The City of Phoenix Budget Committee approved the budget officer's proposed budget at its May 13, 2020 meeting. Following a public hearing, the governing body (the City Council) must adopt the budget for fiscal year 2020/2021.

BACKGROUND AND DISCUSSION

The City of Phoenix Budget Committee approved the budget for fiscal year 2020/2021 on May 13, 2020. The Notice of Budget Hearing and Financial Summary was posted June 8, 2020, in the Medford Mail Tribune, as required by state law. In accordance with ORS 294.453, the governing body must hold a public hearing on the approved budget.

Following the public hearing, the governing body may make changes in the approved budget before it is adopted. Expenditures may be increased. If the total increase in no fund exceeds \$5,000 or 10 percent, whichever is greater, then no additional process steps are required. However, if the expenditures in any fund are increased by more than \$5,000 or 10 percent, the governing body must publish notice of a second budget hearing and a new financial summary, and hold the second hearing before the adjusted budget can be adopted.

After the budget hearing, and after considering public testimony, the governing body approves a resolution that formally adopts the budget, making appropriations and levies and categorizing each tax.

FISCAL IMPACT

The total of all funds in the 2020/21 Budget is \$10,973,481.

RECOMMENDATION

Staff recommends adopting the budget resolution.

PROPOSED MOTION

I move to approve Resolution No. 1058, adopting the budget, making appropriations and levying and categorizing taxes for fiscal year 2020/2021.

ATTACHMENTS

Resolution

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1058

**A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS AND
LEVYING AND CATEGORIZING TAXES FOR FISCAL YEAR 2020/2021 FOR CITY
OF PHOENIX.**

ADOPTING THE BUDGET

THE CITY OF PHOENIX RESOLVES AS FOLLOWS, following a public hearing on June 15, 2020, adopts the budget for fiscal year 2020/21 in the sum of \$10,973,481 now on file in the office of the City Manager at 112 West 2nd Street, Phoenix, Oregon or online at phoenixoregon.gov.

MAKING APPROPRIATIONS

THE CITY OF PHOENIX RESOLVES AS FOLLOWS, that the amounts for the fiscal year beginning July 1, 2020, and for the purpose shown below are hereby appropriated:

GENERAL FUND,

Executive	\$ 240,953
Finance.....	\$ 171,063
Police Department	\$ 1,565,201
Planning/Building Department	\$ 219,778
Parks Department.....	\$ 144,824
Transfers	\$ 525,000
Contingency	\$ 106,164
TOTAL GENERAL FUND.....	\$ 2,972,983

STREET FUND:

Personal Services	\$ 254,342
Materials & Services.....	\$ 240,565
Capital Outlay	\$ 7,500
Transfers	\$ 600,000
Contingency	\$ 100,000
TOTAL STREET FUND.....	\$ 1,202,407

WATER FUND:

Personal Services	\$ 479,082
Materials & Services.....	\$ 700,100
Capital Outlay	\$ 17,500
Transfers	\$ 300,000
Debt Service.....	\$ 131,043
Contingency	\$ 100,000
TOTAL WATER FUND	\$ 1,727,725

WATER SDC FUND:

Transfers	\$ 25,725
TOTAL WATER SDC FUND	\$ 25,725

CAPITAL PROJECTS FUND:

Materials & Services.....	\$ 15,000
Capital Outlay	\$ 1,030,000
TOTAL CAPITAL PROJECTS FUND	\$ 1,045,000

WATER RESERVE FUND (*formerly Capital Reserve Fund*):

Materials & Services.....	\$ 65,000
Capital Outlay	\$ 625,000
TOTAL WATER RESERVE FUND	\$ 690,000

TOURIST USAGE FUND:

Materials & Services.....	\$ 8,500
TOTAL TOURIST USAGE FUND	\$ 8,500

PHURA BOND FUND:

Materials & Services.....	\$ 1,300
Debt Service.....	\$ 367,694
TOTAL PHURA BOND FUND	\$ 368,994

*Total Appropriations, All Funds.....	\$ 8,041,334
Total Unappropriated, All Funds.....	\$ 2,932,147

TOTAL ADOPTED BUDGET\$10,973,481

***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 2020/21 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	\$3.6463	-0-

The above resolution statements were approved and declared adopted on this 15th day of June, 2020.

Chris Luz, Mayor

ATTEST:

Bonnie Pickett, City Recorder



Agenda Report to Mayor and Council

Agenda item title: Intergovernmental Agreement (IGA) with the Rogue Valley Council of Governments (RVCOG) for Human Resource and Accounting Services.

Meeting Date: June 15, 2020

From: Eric Swanson, Interim City Manager

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

The proposed IGA between RVCOG and the City of Phoenix (COP) would provide a framework for the city to request certain Human Resource (HR) and Accounting related services.

BACKGROUND AND DISCUSSION

As the costs and number of requirements for compliance with Human Resource and Accounting functions continue to increase, the City of Phoenix Interim City Manager requested RVCOG Executive Director Michael Cavallaro and RVCOG Deputy Director Anne Marie Alfrey to provide the COP with a list of contracted HR and Accounting services that RVCOG can provide on an “as needed” basis.

The HR and Accounting functions are currently responsibilities of the Finance/HR Director position.

The City of Phoenix currently lacks proper capacity to address the following major functional areas of HR and Accounting which has historically caused concerns regarding HR and Accounting compliance issues.

1. Workforce Planning and Development
2. Employee/Labor Relations
3. Risk Mgt.
4. Accounting Functions (Payroll Processing, Quarterly and Yearly payroll tax reporting, Accounts Payable, Accounts Receivable and Financial Reporting).

Attachment A of the IGA outlines the many areas of responsibility that the HR and Accounting functions include. With approx. 22 employees, it does not make sense to hire a full-time employee that is dedicated only to the HR or to be a back-up for Accounting functions.

From an HR perspective, with the use of virtual meeting platforms, many of these functions could be done on-line. COVID-19 has made this the “new normal” and I believe we can financially benefit from this.

COUNCIL GOALS SUPPORTED

Goal 18 Open, transparent consistent governance.

Goal 18d Ensure ongoing compliance with all federal and state regulations that pertain to the city services.

FISCAL IMPACT

RVCOG will provide these services at a cost not to exceed \$20,000. Since these services are contained within part of an existing position, this would result in additional expenses that can be offset by future vacancies and contract services savings.

RECOMMENDATION

I recommend that the City enter into the IGA.

PROPOSED MOTION

“I make a motion to direct the Interim City Manager to the sign an IGA with the RVCOG for HR and Accounting functions effective June 16, 2020.”

ATTACHMENTS

IGA between the City of Phoenix and RVCOG

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the Rogue Valley Council of Governments, hereinafter referred to as "RVCOG," and the City of Phoenix, hereinafter referred to as "CITY," all of which are hereinafter referred to collectively as the "PARTIES;"

WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, the CITY is a member agency of RVCOG; and

WHEREAS, RVCOG has been asked by the CITY to provide Human Resources and Accounting services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform professional services for the CITY and to receive a cost reimbursement for said services.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

A. EMPLOYMENT OF RVCOG

The CITY hereby agrees to engage RVCOG and RVCOG hereby agrees to perform the services hereinafter set forth.

B. SCOPE OF SERVICES

RVCOG shall do, perform, and carry out in a legal and proper manner, as reasonably determined by the CITY, Human Resources and Accounting services as requested by the CITY. A list of potential services is described in *Attachment A – Available Services / Fee Schedule*, which is attached hereto, and by this reference incorporated herein.

C. TIME OF PERFORMANCE

This agreement is effective upon signature by the PARTIES and shall remain in effect until the agreement is terminated by either party, in writing, per section D of this Agreement.

D. AMENDMENTS AND TERMINATION

- This document constitutes the entire agreement between the PARTIES and no other agreement exists between them for the noted services, either stated or implied, except as related to the agreement for the City Manager Recruitment. Any amendments or

changes to the provisions of this agreement shall be reduced to writing and signed by all PARTIES.

2. Any of the PARTIES may cancel this agreement at any time with or without cause by giving thirty (30) days notice in writing and delivered in person or by certified mail to the signatory entities to this agreement. Such termination shall be without prejudice to any claims, obligations, or liabilities any of the PARTIES may have incurred prior to such termination.
3. If any contemplated funding is not obtained or continued at levels sufficient to allow for full performance herein, this agreement may be modified or terminated to accommodate such reduction in funds.

E. PAYMENTS

1. RVCOG will invoice the CITY on a monthly basis. The CITY shall reimburse RVCOG within 30 days of receipt of invoice.
2. Reimbursement will be made at the rates specified in *Attachment A*, subject to adjustments on July 1st of each year that this agreement is in force. Rates may also be adjusted on the first day of any month following an employee's change in status that affects pay or benefit rates. These rates apply to all time spent on professional services covered by this agreement and travel time to and from the CITY, if any. The CITY will also pay for any supplies, materials, other expenses, and travel costs incurred in performing the services.
3. Total reimbursement under this agreement shall not exceed \$20,000.

F. RESPONSIBILITIES

The CITY shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section E above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.

G. INDEMNIFICATION

1. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260–30.300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. None of the PARTIES shall be liable for any loss, damage, injury, claim, or demand against each other arising from their respective activities in connection with this agreement, except as otherwise

expressly set forth herein.

2. RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement.
3. RVCOG, its subcontractors, if any, and all employees providing work, labor or materials under this agreement are subject employees under the Oregon Workers' Compensation law and shall comply with ORS 656.017 which requires them to provide Workers' Compensation coverage for all their employees.

H. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees are employees of the CITY. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

I. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the work without the prior written consent of the CITY, whose consent shall not be unreasonably withheld. Any attempted assignment or subcontract without the CITY' written consent shall be void. RVCOG shall be fully responsible for the acts or omissions or any of the assigns or subcontractors and of all persons employed by them. The approval by the CITY of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the CITY.

J. LIMITATIONS

This agreement in no way restricts RVCOG or the CITY from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with any of the PARTIES' performance herein.

K. CONFIDENTIALITY - NON-DISCLOSURE

Subject to the Oregon Public Records Law, ORS 192.410-192.505, no report, information, or other data given to or prepared or assembled by the RVCOG pursuant to this Agreement which the CITY have requested be kept confidential, shall be made available to any individual or organization by RVCOG without the prior written approval of the CITY.

L. REPORTS AND RECORDS

All work produced by RVCOG while working for the CITY shall be the exclusive property

of the CITY provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, RVCOG and the CITY have caused this agreement to be executed by their authorized representatives as of the date of the last signature affixed below:

PARTIES TO THE AGREEMENT:

City of Phoenix

Rogue Valley Council of Governments

Authorized Signature

Authorized Signature

Title

Title

Date

Date

DRAFT

ATTACHMENT A – AVAILABLE SERVICES / FEE SCHEDULE

Human Resource Functions:

- *Workforce Planning and Development*
 - Manage recruitment process
 - Review job descriptions
 - Create job announcements
 - Review application materials
 - Apply Veteran's Preference points
 - Coordinate interviews
 - Perform reference checks
 - May include onboarding of new hires
 - Manage processes of employee transfers, promotions, progressive discipline, and terminations.
 - Perform human resource audits
 - Employee policy and procedure review for compliance, including employment forms and records
 - Employee handbook review and update
 - Salary and benefits audit for equity compliance
 - Conduct compensation surveys
 - Review employee training programs and assist in maintaining employee training records
 - Assist supervisors with employee development programs
- *Employee and Labor Relations*
 - Provide resource services to employees regarding employment policies, procedures, laws, regulations, and standards
 - Manage FMLA (Family Medical Leave Act) - process requests, verify qualifying events, and track leave taken
 - Assist with interpretation of union contracts
 - Provide assistance during collective bargaining agreement negotiations
 - Address and assist in resolving employee grievances, work complaints, and harassment allegations
 - Provide assistance to supervisors on performance management
- *Risk Management*
 - Review health and safety programs for compliance
 - Maintain accident records
 - Manage Workers' Compensation reporting and claims
 - Prepare required government reports

Accounting Functions:

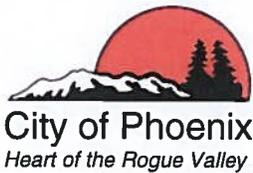
- *Employee payroll processing*
- *Quarterly and yearly payroll tax reporting*
- *Assistance with Accounts Payable, Accounts Receivable, and financial reporting*

2020 Fee Schedule

Hourly Rates Effective 7/1/2020*

Deputy Director	\$107.05
Human Resources/Payroll Specialist	\$50.18
Accountant	\$61.10
Accounting Technician	\$60.12

*Subject to adjustments on July 1 and on the first day of any month following an employee's change in status that effects pay or benefit rates. Hourly rates include travel time.



Agenda Report to Mayor and Council

Agenda item title: Consideration of audit engagement letter with KDP and discussion of City of Phoenix Audit Committee.

Meeting Date: June 15, 2020

From: Eric Swanson, Interim City Manager

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

On June 1, 2020, the City Council received an 2019-20 Audit Engagement letter from KDP for consideration. We are also requesting City Council discussion regarding the potential merits of establishing an Audit Committee.

BACKGROUND AND DISCUSSION

The proposal from KDP for the 2020-21 audit would continue their audit services for the third year in a row. The additional costs quoted can be absorbed in the 2020-21 budget under executive contracts and services.

The City Council received an email on June 2 outlining the importance of the audit process and applicable requirements under state law. I have attached a copy of that email for the discussion.

COUNCIL GOALS SUPPORTED

Goal 18 Open, transparent consistent governance

Goal 18d Ensure ongoing compliance with all federal and state regulations that pertain to the city services.

FISCAL IMPACT

City - \$31,000 PHURA \$5,500

RECOMMENDATION

Approve engagement letter with KDP and discuss merits of forming an audit committee.

PROPOSED MOTION

"I move to approve the audit engagement letter and authorize the Interim City Manager to sign on behalf of the City of Phoenix."

ATTACHMENTS

June 2, 2020 email from Eric Swanson, ICM to the Phoenix City Council and Management team.

Eric Swanson

From: Eric Swanson <eric.swanson@phoenixoregon.gov>
Sent: Tuesday, June 2, 2020 5:48 PM
Subject: Upcoming June 15th City Council Meeting Appropriation Transfers, KDP Audit Engagement Letter and Audit Committees
Attachments: appropriationtransfersandsupplementalbudgets 6.2.20.pdf; auditcommittees_6.2.2020.pdf; kdpengagementletter6.2.2020.pdf

Good evening Phoenix City Council:

In anticipation of the upcoming city council meeting on 6/15, I wanted to share with you financial related information in order to better prepare you for the 6/15 meeting agenda topics.

~~Appropriation Transfers (ORS 294.463)~~ > See Res. 1056 Appropriation Transfers 2019-2020

City staff will be proposing an appropriation transfer resolution on 6/15. The purpose of this resolution is to make Intra and Interfund transfers between appropriation categories and contingency transfers. These budget changes after budget adoption are allowed and are in accordance with local budget law. I've provided additional information in the attachment including a description of and examples of these appropriation transfers in other communities of similar size in Oregon. Once city staff has drafted the appropriation transfers resolution, we can share this with the city council and answer any questions you may have ahead of the 6/15 meeting.

2019-20 KDP Audit Engagement Letter and Audit Committees

See attached engagement letter dated 6.1.2020 from our auditor KDP for the 2019-20 (July 1-June 30) year end audit for the City of Phoenix and PHURA. KDP is proposing to provide these services at a cost of \$39K, which is \$10K more than what the City of Phoenix and PHURA paid last year for the 2018-19 audit. This increase is significant and I will be providing recommendations to the city council about what the city's options are moving forward. KDP has completed these audits for the past two years and proposes to conduct the audit for the third year in a row.

I also wanted to share with you some additional background information about audits (see attachment), and their purpose within the planning, executing and accountability cycle.

One way that public entities provide oversight of this process is through the use of Audit Committees. Audit Committees are considered a "best practice" by the Government Finance Officers Association. Several cities that are the size of Phoenix in Oregon also utilize Audit Committees to monitor and ensure the quality of financial reporting. The attachment provides additional information regarding Audit Committees in Oregon.

There is a lot to digest here, but I thought getting ahead of the 6/15 to allow the city council to ask questions about these topics is the best way for the city council to set good policy and make informed decisions on behalf of the citizens of Phoenix.

Thank-you for your service!

VR,

Eric Swanson, Interim City Manager



City of Phoenix
112 W 2nd (P.O. Box 330)
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541-535-1955 ext. 317

eric.swanson@phoenixoregon.gov

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June 1, 2020

To the City Council and Eric Swanson
City of Phoenix
112 W. 2nd Street
Phoenix, OR 97535

We are pleased to confirm our understanding of the services we are to provide the City of Phoenix (the City) for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of the City's Proportionate Share of the Net Pension Asset/(Liability) and Schedule of the City's Contributions
- 3) Schedule of the City's Proportionate Share of the Net OPEB Asset/(Liability) and Schedule of the City's Contributions

The following RSI will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

- 1) Schedules of the General Fund and Major Special Revenue Funds Budgetary Comparison Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Schedules of other Major and Non-Major Governmental Funds Combining and Budgetary Comparison Information
- 2) Schedules of Major and/or Non-Major Proprietary Funds Combining and Budgetary Comparison Information
- 3) Schedule of Reserve Fund Budgetary Comparison Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of certain RSI and the supplementary information referred to in the second and third paragraphs when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report on compliance with certain provisions of laws, regulations, contracts, and grants, including the provision of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-100-0000 through 162-1000-330 of the Minimum Standards for Audits of Oregon Municipal Corporations. This report will not provide an opinion on compliance with those provisions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements, accounting for pension and other post-employment benefits, GASB 34 adjustments, and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, and regulations.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is stated fairly accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services, accounting for pension and other post-employment benefits, GASB 34 adjustments, and related notes to the financial statement presentation, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and that you have reviewed and approved the financial statements prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of KDP Certified Public Accountants, LLP and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KDP Certified Public Accountants, LLP's personnel. Furthermore, upon request we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Time spent on these matters, if applicable, will be billed to the City at our standard hourly rate.

We expect to begin our audit on a mutually agreed on date and to issue our reports no later than December 31, 2020. Jeny, L. Grupe, CPA is the engagement partner responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit and range from \$100 - \$300. Based upon our preliminary estimates, the total fee for the year ended June 30, 2020, will not exceed \$31,000 for the audit of the financial statements, which includes assistance with accounting for pension and post-employment benefits, and GASB 34 adjustments. If a single audit is required, there will be a \$4,000 charge per federal program requiring an audit. This fee assumes all accounts have been reconciled and balanced before fieldwork begins, all items requested are present and no more than three adjusting entries are proposed, excluding GASB 34 adjustments. This fee assumes the City will not need more than 15 printed copies of the final report along with a final PDF version for the City's use. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue, we will charge interest at 18%, and the work may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will

not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jeny, L. Grupe, CPA, Partner
KDP Certified Public Accountants, LLP
Medford, Oregon

RESPONSE:

This letter correctly sets forth the understanding of City of Phoenix.

Management signature: _____

Title: _____

Date: _____



Certified Public Accountants, LLP

841 O'Hare Parkway, Ste. 200
Medford, OR 97504

P: 541.773.6633
F: 541.773.1965
KDPLLP.COM

June 1, 2020

To the City Council and Eric Swanson
Phoenix Urban Renewal Agency
112 W. 2nd Street
Phoenix, OR 97535

We are pleased to confirm our understanding of the services we are to provide the Phoenix Urban Renewal Agency (Agency) for the year ended June 30, 2020. We will audit the cash basis financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Agency as of and for the year ended June 30, 2020.

We have also been engaged to report on supplementary information which also accompanies the Agency's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1) Schedules of the Governmental Funds Budgetary Comparison Information

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Council of the Agency. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

We will also provide a report on compliance with certain provision of laws, regulations, contracts, and grants, including the provision of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-010-0000 through 162-010-0330 of the *Minimum Standards for Audits of Oregon Municipal Corporations*. This report will not provide an opinion on compliance with those provisions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Agency or to acts by management or employees acting on behalf of the Agency.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Agency and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements, and related notes of the Agency in conformity with the cash basis of accounting based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting. You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (1) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Agency from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Agency involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Agency received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Agency complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for accounting for pension and other post-employment benefits, GASB 34 adjustments, and related notes for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

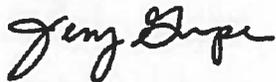
The audit documentation for this engagement is the property of KDP Certified Public Accountants, LLP and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KDP Certified Public Accountants, LLP's personnel. Furthermore, upon request we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Time spent on these matters, if applicable, will be billed to the Agency at our standard hourly rate.

We expect to begin our audit on a mutually agreed on date and to issue our reports no later than December 31, 2020. Jeny, L. Grupe, CPA is the engagement partner responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement and range from \$100 - \$300. Based on our preliminary estimates, the total fee for the year ended June 30, 2020, including the above expense, will not exceed \$7,500 for the audit of the financial statements. This fee assumes all accounts have been reconciled and balanced before fieldwork begins, all items requested are present, and no more than three adjusting entries are proposed, excluding any GASB 34 adjustments. This also assumes the Agency will not need more than 15 printed copies of the final report along with a final PDF version for the Agency's use. Our invoices for these fees will be monthly and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue, we will charge interest at 18%, and the work may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jeny L. Grupe, CPA, Partner
KDP Certified Public Accountants, LLP
Medford, Oregon

RESPONSE:

This letter correctly sets forth the understanding of the Phoenix Urban Renewal Agency.

Management signature: _____

Title: _____

Date: _____



FAQ

LEAGUE OF OREGON CITIES

FAQ on Municipal Audits

FEBRUARY 2018



FAQ on Municipal Audits

The Oregon Municipal Audit Law¹ requires Oregon's local governments, including cities, to comply with financial reporting requirements.

The following list of *frequently asked questions* (FAQs) answers some questions cities may have about the requirements imposed upon them under the Municipal Audit Law. League members are encouraged to speak with their city attorneys for specific advice about municipal audits and reviews.

1. Who is Subject to the Municipal Audit Law?

Cities, counties, special districts and school districts are among a number of municipal corporations which are subject to the Oregon Municipal Audit Law.² Some cities have created boards or commissions to operate water or electric utilities. These water and electric utilities are considered separate municipal corporations and therefore are required to undergo a separate audit from the city itself.³

2. Who Sets the Audit Standards for Cities in Oregon?

The Oregon Secretary of State – in cooperation with the Oregon Board of Accountancy, and in consultation with the Oregon Society of Certified Public Accountants – prescribes the minimum standards for conducting audits and reviews of municipal corporations.⁴ Those minimum standards are provided for in ORS Chapter 297 and by administrative rules issued by the Audits Division of the Secretary of State's office. Oregon Administrative Rules (OAR) Chapter 162, Division 10 provides the minimum standards for municipal audits and OAR Chapter 162, Division 40 provides the minimum standards for municipal reviews.

3. How Often Must Audits Be Conducted and by Whom?

The accounts and fiscal affairs of every municipal corporation must be audited and reviewed at least once each calendar or fiscal year.⁵ The audits and reviews shall be completed by an independent accountant who is listed on a roster maintained by the Oregon Board of Accountancy.⁶ In addition to the annually required audit, the governing body or executive officer of any city may call for additional audits.⁷

4. When is the Filing Deadline?

Audit reports must be filed with the Audit Division of the Secretary of State's office within six months after the close of the city's calendar or fiscal year under audit.⁸ Upon receipt of its audit, the city is required to provide copies of the audit to each member of its governing body who was in office during the applicable year of the audit and who currently holds

¹ ORS 297.405 – 297.740, 297.990.

² ORS 297.405(5).

³ ORS 297.527.

⁴ ORS 297.465.

⁵ ORS 297.425.

⁶ ORS 297.405(1), 297.670.

⁷ ORS 297.425.

⁸ ORS 297.465(2).

office. The city is then required to review the audit to determine if any deficiencies in the city's financial operations were found.

5. Are there Exceptions to the 6-Month Filing Deadline?

Yes. A city may request a filing extension up to one year after the close of the calendar or fiscal year under audit for good cause shown. The Secretary of State may grant an extension beyond one year if the Secretary finds that extraordinary circumstances justify a longer extension.⁹ An extension may be requested online at: <http://sos.oregon.gov/audits/Pages/extension-request.aspx>

6. What Do Audits and Reviews Inquire Into?

Audits are required to inquire into:

- The methods followed by the city in recording, summarizing and reporting its financial transactions and financial condition;
- The accuracy and legality of the transactions, accounts, records, files and financial reports of the officers and employees of the city as they relate to fiscal affairs;
- The city's compliance with the requirements, orders and regulations of public officials which pertain to the financial conditions and operations of the city;
- The city's compliance with the legal provisions of federal laws, state laws, charter provisions, court orders, ordinances, resolutions, and rules and regulations issued by any governmental entity; and
- The city's compliance with programs wholly or partially funded by federal, state or other local government agencies.¹⁰

7. What Must an Audit Report Contain?

At a minimum, the Secretary of State requires the following to be included in any city audit report:

- The names and mailing addresses of officers of the municipal corporation and members of its governing body;
- An individual schedule of receipts/revenues, expenditures/expenses, and changes in fund balances/net position, budgeted and actual, for each fund of the city for which budgets are legally required;

⁹ ORS 297.465(3).

¹⁰ ORS 297.425, OAR 162-010-0020.

- A comparison between the estimated budget schedule with the actual revenues or receipts, transfers in, expenditures or disbursements, transfers out and ending balances on the basis of the legally adopted budget;
- If the city has made appropriations in a manner which differs materially from the presentation of estimated expenditures in the budget document, a separate schedule must be included which compares actual expenditures/expenses with the legally adopted appropriations;
- A schedule of accountability for each independently elected official collecting or receiving money on behalf of the city;
- Appropriate comments and disclosures relating to the independent auditor's review of fiscal affairs and compliance with legal requirements;
- A separately issued by-product report, that in planning the audit, the auditor followed generally accepted auditing standards in obtaining an understanding of the city and its internal control over financial reporting;
- Comments regarding the city's compliance with ORS Chapter 295 – Depositories of Public Funds and Securities;
- Comments regarding the city's compliance relating to short-term and long-term debt;
- Comments regarding the city's compliance with the legal requirements relating to the preparation, adoption and execution of the annual or biennial budget for the year being audited;
- Comments regarding the city's compliance with the legal requirements relating to the preparation, adoption and execution of the budget for the next succeeding year;
- Disclosure of the financial or organizational level at which the city's governing body makes its annual appropriations;
- Comments regarding the city's compliance with the legal requirements and the city's policies relating to insurance and fidelity bond coverage;
- Comments regarding the city's compliance with appropriate laws, rules, and regulations pertaining to programs funded wholly or partially by other governmental agencies;

- Comments regarding the city's compliance with the legal requirements pertaining to the use of revenue from taxes on motor vehicle use and fuel;
- Comments regarding the city's compliance with the legal requirements pertaining to the use of road funds;
- Comments regarding the city's compliance with the legal requirements pertaining to the investment of public funds; and
- Comments regarding the city's compliance with the Public Contracting Code's provisions regarding the awarding of public contracts and the construction of public improvements.¹¹

8. What Must a City Do if There are Deficiencies?

Should a deficiency be found in the audit, the city is required to put forward a plan for rectifying the deficiencies. The plan must contain estimated deadlines for compliance. The city's plan must be submitted to the Secretary of State within 30 days of having submitted its audit. If the Secretary of State disagrees with the city's plan, it can reject it. Should a rejection occur, the city can request a conference with the Secretary of State.¹²

9. What Happens if a City Fails to Comply with the State's Requirements?

In the event a city fails to submit an audit, or fails to comply with a plan to fix deficiencies found during a prior audit, the Secretary of State can file a certification of these failures with the State Treasurer, the Director of the Oregon Department of Revenue, the Director of the Oregon Department of Transportation, and the Director of the Oregon Department of Administrative Services. Upon receipt of such a certification these state departments and agencies are to withhold 10 percent of the monies that would otherwise be distributed to the city from their respective departments and agencies. Cities are entitled to object to the Secretary of State's certification and will be provided a hearing prior to the funds being withheld.¹³

10. Are There Exemptions from Audit Requirements?

Yes. There are two instances in which a city is exempt from having to undergo an audit. The first instance in which a city is not required to undergo an audit occurs when the following conditions are met:

- The total expenditures for all purposes, including moneys expended for debt retirement, did not exceed \$150,000 for the year;
- The city has submitted financial statements for the year to the secretary of state within 90 days following the end of the year; and

¹¹ OAR 162-010-0130 to OAR 162-010-0310.

¹² ORS 297.466.

¹³ ORS 297.466.

- A certificate has been submitted with the financial statements stating that the principal responsible official of the city was covered during the entire year by a fidelity or faithful performance bond in the amount at least equal to the total amount of moneys received by the city during the year.¹⁴

A second instance in which a city is not required to undergo an audit occurs when the following conditions are met:

- Total expenditures for all purposes, including moneys expended for debt retirement, exceeded \$150,000 but did not exceed \$500,000 for the year;
- The city has submitted financial statements for the year to the Secretary of State within 180 days following the end of the year, and the financial statements have been reviewed by an accountant or the Secretary of State in accordance with standards prescribed by the Secretary of State; and
- A certificate has been submitted with the financial statements stating that the official responsible for receiving and disbursing moneys on behalf of the city was covered during the entire year by a fidelity or faithful performance bond in an amount at least equal to 10 percent of the total receipts for the year but not less than \$10,000.¹⁵

Neither of these two audit exemptions are applicable if the Secretary of State receives a petition requesting an audit from the city's citizens. The petition for a city with a population of less than 150 residents must contain the signatures of at least 10 residents. A petition for a city with a population of 151 or more residents must contain the signatures of at least 30 residents. The petition must be submitted to the Secretary of State within six months of the end of the calendar or fiscal year.¹⁶

¹⁴ ORS 297.435.

¹⁵ ORS 297.435.

¹⁶ ORS 297.445.

The Municipal Audit

What the Law Says

By Sean O'Day, LOC General Counsel

With some exception for cities with less than \$500,000 in expenditures, state law requires that every city will have an auditor who is an accountant authorized by the Oregon Board of Accountancy. This individual will audit and review the city's accounts and fiscal affairs at least once each calendar or fiscal year, and more often if considered advisable by the city council or executive officer (ORS 297.425).

State law requires auditors to inquire into and review:

- The principles of accounting and methods followed by the municipal corporation in recording, summarizing and reporting its financial transactions and financial condition;
- The accuracy and legality of the transactions, accounts, records, files and financial reports of the officers and employees of the municipal corporation as they relate to its fiscal affairs; and
- Compliance with requirements, orders and regulations of other public officials which pertain to the financial condition or financial operations of the municipal corporation.

The secretary of state, in cooperation with the Oregon Board of Accountancy, and in consultation with the Oregon Society of Certified Public Accountants, prescribes the minimum standards for conducting audits of municipal corporations (ORS 297.465). The minimum standards, set out in Chapter 162, Division 10 of the Oregon Administrative Rules, make it clear that city management has the responsibility for adopting sound accounting policies, for maintaining an adequate and effective system of accounts, for the safeguarding of assets, and for devising a system of internal control that will, among other things, help assure the production of proper financial statements.

In turn, the auditor is expected to determine if the accounts and records are maintained in a manner that will permit the preparation of financial statements which will fairly present the financial position and results of operations of the municipal corporation in accordance with legal provisions and in accordance with generally accepted accounting principles. In addition to auditing the accounts and financial statements of a municipal corporation, the auditor is required to review the city's fiscal affairs. The review shall include, but not necessarily be limited to, determining if financial operations have been carried out in accordance with appropriate legal

provisions including: federal and state laws, charter provisions, court orders, ordinances, resolutions, and rules and regulations issued by other governmental agencies. It is the auditor's responsibility to disclose in the audit report material instances of noncompliance with such legal provisions.

The audit report must contain:

- An individual schedule of revenues, expenditures/expenses, and changes in fund balances/net assets, budget and actual, for each fund of any municipal corporation for which budgets are legally required;
- A schedule of accountability for each independently elected official collecting or receiving money in the municipal corporation;

(continued on page 22)

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Northwest Public Finance Group

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MUNICIPAL AUDIT

- A schedule of property tax transactions or acreage assessments which presents the current year and each of the previous five years, separately, and all prior years in the aggregate;
- A schedule of bonded or long-term debt transactions (where applicable);
- A schedule of future requirements for retirement of bonded or long-term debt (where applicable);
- Appropriate comments and disclosures relating to the independent auditor's review of fiscal affairs and compliance with legal requirements;
- Comments regarding the municipal corporation's compliance with ORS Chapter 295—*Depositories of Public Funds and Securities*;
- Comments regarding the municipal corporation's compliance relating to short-term and long-term debt (where applicable);
- Whether the city complied with legal requirements relating to the preparation, adoption and execution of the annual or biennial budget for the year being audited, and the preparation and adoption of the budget for the next succeeding year;
- Whether the city complied with legal requirements and the government's policies relating to insurance and fidelity bond coverage;
- Whether the city complied with appropriate laws, rules and regulations pertaining to programs funded wholly or partially by other governmental agencies;

- Whether the city complied with legal requirements (as contained in Article IX, section 3a of the Oregon Constitution) pertaining to the use of revenue from taxes on motor vehicle use and fuel;
- Whether the city complied with legal requirements (as contained in ORS Chapter 294) pertaining to the investment of public funds; and
- Whether the city complied with the Oregon Public Contracting Code, contained in ORS Chapters 279A, 279B and 279C, pertaining to the awarding of public contracts and the construction of public improvements.

State law requires that the auditor complete the audit within six months after the close of the calendar or fiscal year. The secretary of state, for good cause shown, may grant the auditor a reasonable extension of time. The auditor is to provide each member of the city council a copy of the auditor's report. The report must contain the auditor's opinion as to whether the city followed generally accepted accounting principles in reporting its financial condition and operations, established appropriate accounting systems and internal controls, and substantially complied with legal requirements in conducting its financial affairs. If the auditor's report notes any deficiencies, the council is required to adopt a resolution setting forth the corrective measures and the period of time estimated to complete them (ORS 297.465, ORS 297.466).

A city is required to file one copy of the auditor's report with the secretary of state and any resolution setting forth corrective measures. State law allows the state to withhold state shared revenues if a city does not adequately address deficiencies noted in an auditor's report (ORS 297.466). ■



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BEST PRACTICE

Audit Committees

BACKGROUND:

Three main groups are responsible for the quality of financial reporting: the governing body,¹ financial management, and the independent auditors. Of these three, the governing body must be seen as first among equals because of its unique position as the ultimate monitor of the financial reporting process.² An audit committee is a practical means for a governing body to provide much needed independent review and oversight of the governments financial reporting processes, internal controls, and independent auditors. An audit committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess managements practices, and that the independent auditors, through their own review, objectively assess the governments financial reporting practices.³

RECOMMENDATION:

GFOA makes the following recommendations regarding the establishment of audit committees by state and local governments:

- The governing body⁴ of every state and local government should establish an audit committee or its equivalent;
- The audit committee should be formally established by charter, enabling resolution, or other appropriate legal means and made directly responsible⁵ for the appointment, compensation, retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services.⁶ Likewise, the audit committee should be established in such a manner that all accountants thus engaged report directly to the audit committee. The written documentation establishing the audit committee should prescribe the scope of the committees responsibilities, as well as its structure, processes, and membership requirements. The audit committee should itself periodically review such documentation, no less than once every five years, to assess its continued adequacy;⁷
- Ideally, all members of the audit committee should possess or obtain a basic understanding of governmental financial reporting and auditing.⁸ The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal accounting controls; and 5) an

understanding of audit committee functions;⁹

- All members of the audit committee should be members of the governing body. To ensure the committees independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee;
- An audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its efficient operation. As a general rule, the minimum membership of the committee should be no fewer than three;¹⁰
- Members of the audit committee should be educated regarding both the role of the audit committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism;
- It is the responsibility of the audit committee to provide independent review and oversight of a governments financial reporting processes, internal controls and independent auditors;¹¹
- The audit committee should have access to the reports of internal auditors, as well as access to annual internal audit work plans;
- The audit committee should present annually to the full governing body a written report of how it has discharged its duties and met its responsibilities. It is further recommended that this report be made public and be accompanied by the audit committees charter or other establishing documentation;
- The audit committee should establish procedures for the receipt, retention, and treatment of complaints regarding accounting, internal accounting controls, or auditing matters. Such procedures should specifically provide for the confidential, anonymous submission by employees of the government of concerns regarding questionable accounting or auditing matters.¹² The audit committee also should monitor controls performed directly by senior management, as well as controls designed to prevent or detect senior-management override of other controls¹³;
- The audit committee should be adequately funded and should be authorized to engage the services of financial experts, legal counsel, and other appropriate specialists, as necessary to fulfill its responsibilities¹⁴; and
- In its report to the governing body, the audit committee should specifically state that it has discussed the financial statements with management, with the independent auditors in private,¹⁵ and privately among committee members,¹⁶ and believes that they are fairly presented, to the extent such a determination can be made solely on the basis of such conversations.

Notes:

¹ For the purposes of this recommended practice, the term governing body should be understood to include any elected officials (e.g., county auditor, city controller) with legal responsibility for overseeing financial reporting, internal control, and auditing, provided they do not exercise managerial responsibilities within the scope of the audit. The term governing body also is intended to encompass appointed bodies such as pension boards.

² *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees, Overview and Recommendations.*

³ Securities and Exchange Commission (SEC) Regulation 33-8220, Background and Overview of the New Rule and Amendments.

⁴ For the purposes of this recommended practice, the term governing body should be understood to include any other elected officials (e.g., county auditor, city controller) with legal responsibility for overseeing financial reporting, internal control, and auditing, provided they do *not* exercise managerial responsibilities within the scope of the audit. The term governing body also is intended to encompass appointed bodies such as pension boards.

⁵ Nothing in this recommended practice should be interpreted so as to limit the full governing body

from exercising ultimate authority.

⁶ Sarbanes Oxley Act, Section 301.

⁷ *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees*, Recommendation 4.

⁸ *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees*, Recommendation 3. Continuity typically is a positive factor in achieving this goal, a fact that should be kept in mind when considering the appropriate length of service for audit committee members.

⁹ Sarbanes-Oxley Act, Section 407.

¹⁰ In certain limited instances, as noted later, the audit committee will need to meet privately to achieve its goals. If the audit committee constitutes a majority of the governing body, such private meetings may be hampered by sunshine laws and similar open meetings legislation.

¹¹ SEC Regulation 330-8220, Background and Overview.

¹² Sarbanes Oxley Act, Section 301.

¹³ *Internal Control Integrated Framework: Guidance on Monitoring Internal Control Systems* (Discussion Document of the Committee of Sponsoring Organizations COSO, 2007), page 10.

¹⁴ Nothing in this recommended practice should be interpreted so as to limit the full governing body from exercising ultimate authority.

¹⁵ It is important that the audit committee be able to meet privately with the independent auditors, as needed, to ensure a full and candid discussion. Governments are urged to amend sunshine laws and similar open meetings legislation to permit such encounters in these limited circumstances.

¹⁶ It is important that audit committee members be able to meet privately among themselves, as needed, to ensure a full and candid discussion. Governments are urged to amend sunshine laws and similar open meetings legislation to permit such an encounter in these limited circumstances.



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Municipal Audit and Financial Oversight Committee

<u>Minutes & Agendas</u>
Establishing Ordinance: Ordinance No. 1393 CMC 2.90
Type of Appointment: By City Council
Number of Members: Consists of up to three citizen committee members, the Mayor and Councilors. Citizen members should possess or obtain a basic understanding of government reporting and auditing.
Term Length: 2 years (term ends December 31)
Committee shall meet once one per quarter, or more if necessary.

Duties and powers:

The duties of the Committee shall include:

- A. Solicit input from the Council regarding audit and financial oversight related issues limited to financial policies and internal control.
- B. Review the credentials of potential auditors and make recommendation to the Council on the selection of the auditor.
- C. Assure the scope of the audit meets Council requirements.
- D. Assure financial statements and audits meet Council needs and are reported to the Council in a manner as required by state law.
- E. Review annually the performance of the auditors, provide that information to the Council in the recommendation to the Council if a change in auditor is recommended.
- F. Review annually the adequacy of the City's internal controls
- G. Review annually the adequacy of the City's financial policies.
- H. Meet and review other audit and financial oversight related projects as suggested.

Alert: Jackson County has been approved to move ahead in a Phase 2 reopening as of June 5. [Click here for more information.](#)
[Get more updates, cancelations, and resources related to the Coronavirus \(COVID-19\) here.](#)

Commissions & Committees

City of Ashland



View Boards & Commissions:

Municipal Audit Commission



Municipal Audit Commission

The role and responsibilities of the Municipal Audit Committee were established in June 1991 pursuant to Resolution 91-16 and have been amended by Resolution several times. The City Council desires to codify herein the establishment of the Municipal Audit Commission, (formerly known as Municipal Audit Committee).

The Municipal Audit Commission is established and shall consist of four (4) voting members. Notwithstanding any other provision of the Ashland Municipal Code, four voting members shall be appointed by the city council and shall consist of the Mayor or a Councilor, one Budget Committee member, and two citizens at large. The City Recorder shall be an ex-officio non-voting member.

- A. Terms. Notwithstanding any other provision of the Ashland Municipal Code, the terms of the Mayor or Councilor, Recorder and Budget Committee member shall be for one-year each expiring on December 31 of each year. All other terms shall be as provided in AMC 2.10.020.

- B. Qualifications. In making the citizen at large appointments, the council shall give preference to persons with accounting or auditing experience, background or expertise.

The Municipal Audit Commission shall be responsible to:

- A. Recommend to the council an independent firm of certified public accountants to perform the annual audit of the city.
- B. Analyze and report to the council significant findings in the annual audit report and make recommendations regarding such findings.
- C. Make recommendations, if any, to the council regarding the following financial documents:
 1. Annual financial statements,
 2. Management letter submitted by the independent auditor, and
 3. Response to management letter submitted by city staff.
- D. To effectuate the duties and responsibilities of the Committee, the Committee may require the presence of any city official at its meetings.

Please remember that other than staff, the people listed below are volunteers working on behalf of our community and should only be contacted on matters related to their particular commission, committee or board.

Contact the Municipal Audit Commission

Established	Meetings	Length of Term
1991	Semi-annually or as needed, usually during the months of September through November	Members - 3 year terms for Citizens at large expiring December 31; 1 year term for Budget Committee & City Council Member

Swipe left to read more

Members

Name	Email	Title	Term Begin	Term
*VACANCY *				4/30

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AUDIT & FINANCE COMMITTEE

The Audit-Finance Committee monitors the City's financial affairs for conformance to the City budget, City policies and fiscal prudence and reports to the City Council.

- Support the Finance Department by meeting quarterly to review financials and discuss topics regarding Finance;
- Review the draft Audit Report and make recommendations for change and/or recommendation to accept;
- Report to City Council post-meeting and keep Council apprised of issues and concerns they may have regarding Finance.

Applications for the Audit-Finance Committee are accepted at any time even if there is no current opening. Your application is kept for one year and will be considered by the committee you apply to should an opening occur.

The Committee meets on the last Tuesday of the month on the month following the end of a fiscal Quarter such as the last Tuesday of:

- October
- January
- April
- July

All meetings are posted in advance and are open to the public.

SUPPORTING DOCUMENTS

 ***Boards, Commissions and Committees Application*** (143 KB)





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NEWS AND ANNOUNCEMENTS

- **Phoenix Police Chief Bowker statement regarding George Floyd**
- **Comprehensive Plan - Proposed Urbanization Element**
- **Phoenix City Council Seeks Applicants for Vacant Position**
- **Coronavirus Updates/Actualizar**

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As we, as a community, continue to mourn the senseless murder of George Floyd at the hands of the Minneapolis Police Department, the Phoenix Police Department wishes to convey to its residents that we are heartbroken for the Floyd family and any person who has ever been a victim of excessive force used against them by the police. Let me assure you, what you and I saw in the video coming out of Minneapolis deeply troubled me and every person associated with this department. The actions of those officers are in no way indicative of how we operate and their actions are nowhere near how we train our officers to act or conduct business. Any officer in this department, or the United States for that matter, that watched that video and didn't have a problem with those officers' actions, needs to turn in their badge and gun and find another line of work.

We have worked hard in the 15 years that I have been associated with this department to build a trusting relationship with all members of this community. We realize that the actions of these Minneapolis officers have tarnished the badge across the country. I assure you; every member of this department is dedicated to serve everyone in this community equally, without prejudice. We will do everything in our power to regain any trust you have lost in Law Enforcement as a whole. We are your police department and we want you to be as proud of your department as we are when we put the uniform on every day to come out into the community to serve you.

Sincerely,

Derek A. Bowker, Chief
Phoenix Police Department

Derek A. Bowker

Derek A. Bowker, Chief
Phoenix Police Department
(541)535-1113 (Voice)
(541)535-2040 (Fax)



City of Phoenix
Heart of the Rogue Valley

Agenda Item #:10a.

Agenda Report to Mayor and Council

Agenda item title: Emergency Ordinance 1009 – Amending Chapter 15.04 of the Phoenix Municipal Code, In Accordance with Current Codes and Practices

Meeting Date: June 15, 2020

From: Planning Staff, requested by North West Code Pros (Contract Building Official)

Action: ___ Motion, X Ordinance, ___ Resolution, ___ Information only, ___ Other

SUMMARY

Update the Building Code Section of the Municipal Code.

BACKGROUND AND DISCUSSION

As part of an ongoing effort to clarify responsibility and update Building Code language, North West Code Pros, our contract Building Code official, has compiled a list of updates that the City should consider adopting into the Municipal Code.

COUNCIL GOALS SUPPORTED

Goal 18d.

Ensure ongoing compliance with all federal and state regulations that pertain to city services.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the City Council adopt the proposed Building Code Ordinance as presented.

ATTACHMENTS

Draft Building Code Ordinance
North West Code Pros draft modification and narrative

PHOENIX, OREGON

ORDINANCE NO. 1009

AN ORDINANCE AMENDING CHAPTER 15.04 OF THE PHOENIX MUNICIPAL CODE, IN ACCORDANCE WITH CURRENT CODES AND PRACTICES

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are **bold underlined**.

WHEREAS, the Phoenix City Council adopted Section 15.04.010 (adopting State Building Code) of the Phoenix Municipal Code in 1987; and

WHEREAS, the Phoenix City Council amended Section 15.04.010 of the Phoenix Municipal Code in 1988, 1994, and 1997; and

WHEREAS, the Phoenix City Council added Section 15.04.020 (clarifying the Certificate of Occupancy process) of the Phoenix Municipal Code in 1993; and

WHEREAS, since that time and specifically in 2014 and 2020 significant updates to the Building Codes including Oregon Structural Specialty Code have made clarifications and updates to Oregon Building and Fire Codes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PHOENIX ORDAINS AS FOLLOWS:

Section 1: Phoenix Municipal Code Chapter 15.04 is hereby amended as follows:

**Chapter 15.04
BUILDING CODES**

Sections:

~~15.04.010 Adoption by reference.~~

~~15.04.020 Certificate of occupancy.~~

~~15.04.010 Adoption by reference.~~

~~The city adopts by reference the following listed building codes and fire codes, current editions including all supplements, so that they will be the law in the city to the same extent as though they were set forth verbatim in this chapter:~~

~~A. State of Oregon, Structural Specialties Code;~~

~~B. Uniform Code for Abatement of Dangerous Buildings;~~

~~C. Oregon State Plumbing Specialty Code;~~

~~D. State of Oregon, Mechanical Specialty Code and Mechanical Fire and Life Safety Code;~~

~~E. Uniform Fire Code;~~

~~F. National Electric Code;~~

~~G. The building official is charged with the administration and enforcement of the provisions of the adopted codes.~~

15.04.010 Title

This chapter shall be known as the Building Code ordinance and may also be referred to as “this chapter,” or the “building code.”

15.04.020 Definitions

For the purposes of this chapter, the following terms shall be defined as follows:

A. Building official. The designee appointed by the City who is responsible for building inspections and enforcement of the building code.

B. Building Code. Building Code means those provisions of the currently-adopted State Building Code, and any modifications thereof, adopted by the City pursuant to ORS 455.040(1), that are part of the building inspection program administered and enforced by the City; Including, but not limited to, the following State of Oregon codes administered and enforced by the City:

- Oregon Structural Specialty Code (OSSC)
- Oregon Reach Code
- International Existing Building Code (as referenced/amended in Chapter 34 of the OSSC)
- Oregon Residential Specialty Code
- Oregon Mechanical Specialty Code
- Oregon Plumbing Specialty Code
- Oregon Energy Efficiency Specialty Code

- Oregon Manufactured Home Installation Specialty Code
- Oregon Electrical Specialty Code

C. “Permittee” means the person holding any permit authorized by this Chapter, or that person’s authorized representative.

D. “Person” means a natural person, partnership, corporation, limited liability partnership, limited liability company, co-operative, governmental entity, association, or other entity in law or fact.

E. “Building Inspection Program” means the administration and enforcement of the State Building Code, pursuant to ORS 455.150, as further described in the City’s Building Inspection Operating Plan.

F. “Specialty code(s)” means a code of regulations adopted under ORS 446.062, 446.185, 447.020 (2), 455.020 (2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730 (1) or 480.545, but does not include regulations adopted by the State Fire Marshal pursuant to ORS chapter 476 or ORS 479.015 to 479.200 and 479.210 to 479.220.

15.04.030 Building Inspection Program Assumption

Assumption of Building Inspection Program; Scope.

A. Pursuant to ORS 455.150, the City of Phoenix hereby implements and assumes a Building Inspection Program for the City of Phoenix, which shall be comprised of the administration and enforcement of the State Building Code.

B. The Building Inspection Program shall be administered and enforced according to the procedures set forth in the State Building Code for all buildings, structures, equipment, fixtures and appliances described in the scope of the building codes and in accordance with the authority defined in ORS 455.020.

C. Additional Local Authority

Pursuant to ORS 455.020, the City of Phoenix has the authority to regulate additional items as noted in the building code. In accordance with the provisions of the building code, including required permits, plans review and inspections; the City of Phoenix shall hereby regulate the following items:

- 1. Abatement of nuisances and dangerous buildings in accordance with chapter 8.06.**
- 2. Demolition.**

3. Retaining walls that are over four (4) feet in height measured from the bottom of the footing to the top of the wall or that support a surcharge or impound Class I, II or IIIA liquids. (This is in addition to those retaining walls that are in the scope of, and regulated by, the building code.)

4. Fences, except typical light-weight wood or metal fencing less than seven (7) feet high and typical field fencing, woven wire or chain link under eight (8) feet high, and barriers around swimming pools as required by the code.

5. Tanks.

Exception: Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

6. Cellular phone, radio, television and other telecommunication and broadcast towers, in compliance with federal law.

7. Flagpoles, antennae and similar items that exceed 25 feet in height.

8. Building Code aspects of signs.

9. Equipment shelters.

10. Administration and implementation of building requirements of the National Flood Insurance Program (NFIP).

11. Transitional housing accommodations.

D. If there is a conflict between any provision of the State Building Code and any provision of this Chapter adopted pursuant to ORS 455.040(1), the provision adopted pursuant to ORS 455.040(1) shall govern.

15.04.035 Codes Adopted

A. Except as otherwise provided in this chapter, the following codes, standards and rules are adopted and shall be in force and effect as part of this municipal code. The provisions of these codes, in addition to their individual scoping provisions found therein, shall also apply to demolition of structures and equipment and systems regulated by such codes.

1. The Oregon Specialty Codes, current editions, adopted by the State under ORS 446.062, 446.185, 447.020 (2), 455.020 (2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730 (1) or 480.545.

2. Section 104.8 of the International Building Code, as published by the International Code Council, regarding liability; The Building Official charged with the enforcement of this code and the Oregon Specialty Codes, acting in good faith and without malice in the discharge of his or her duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of the provisions of this code or enforced by the Code Enforcement Agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

B. At least one copy of each of these specialty codes shall be kept by the City. The public may view digital versions of the most current codes on the Oregon Building Codes Division Web site. In addition, the City copy shall be available for inspection upon request at City Hall.

15.04.040 Administration

A. The City provides a program of building code administration, including plan review, permit issuance and inspection for structural, electrical, mechanical and plumbing work. The program is administered by the building official, at the direction of the City. The program operates pursuant to the state specialty codes listed in Section 15.05.020(B), 15.05.035 and the remainder of this chapter.

B. Operational Plan, The Building Official maintains an operating plan in the City complying with OAR 918-090-0300. The plan is available for review during normal business hours of the City.

C. Liability: The City and any licensed third-party businesses duly authorized under ORS 455.457 and OAR 918-020-0090 working on the cities behalf, that accepts; a permit application, inspection request or plan review application, have no responsibility or liability for the design, code compliance or construction activities of the designer, architect, engineer, permittee, trade licensee, owner or general contractor. While municipalities have a duty to the public based on a statutory requirement to carry out certain functions, no such duty applies in the case of permit review, plan review or inspections for compliance with the state's building code which the City voluntarily performs, but is not required to do so by the State of Oregon. (see Farnworth V Rossetto and ORS 30.260(8))

D. Cooperation with other Agencies: Pursuant to OAR 918-020-0020, plans for buildings that the Fire Marshal inspects for occupancy standards under ORS 476.030 are made available during regular city business hours at the City. Copies of all permits of such buildings or structures are available to the Fire Marshal's office for their information upon review of such plans. The Fire Marshal may provide comments to city plan review staff. Meetings may be held between the Fire Marshal and plan review

staff to allow the Fire Marshal's office to review plans and provide their input. The Fire Marshal's office may request a reviewed copy of all plans that include fire suppression or early warning fire detection systems, or other design features that are inspected by their office.

Requests for alternate materials or methods of construction are forwarded to the Fire Marshal's office upon request in conformance with OAR 918-020-0020. If any alternate method relates to portions that the Fire Marshal is required to inspect, it shall be reviewed and approved by both the Fire Marshal and Building Official. Comments from the Fire Marshal received will be evaluated by the Building Official prior to the issuance of the permit.

In conformance with OAR 918-480-0125, the building official may choose to allow one or more of the Uniform Alternate Construction Standards (UACS) to address concerns identified by the fire marshal, and/or other jurisdictions, for inadequate apparatus access or water supply.

Pursuant to ORS 455.010 and ORS 455.020, the final authority for interpreting and applying the specialty codes and regulations for construction, additions and alterations is retained by the Building Official until the certificate of occupancy has been issued.

15.04.045 Powers and Duties of the Building Official.

The Building Official shall, within the direction and oversight of the City, administer and enforce the Building Inspection Program, and shall have the authority to render written and oral interpretations of the Building Code and to adopt administrative rules and procedures necessary and proper for the administration and enforcement of the Building Code.

A. License Verification. Per 455.080, notwithstanding ORS 455.630 (2), any inspector, including a specialty code inspector licensed under ORS 455.457, authorized by ORS 455.150 or 455.153 to determine compliance with the requirements of the state building code or any specialty code under this chapter may, in accordance with a compliance program as described in ORS 455.153 (2), require any person who is engaged in any activity regulated by the state building code to demonstrate proof of compliance with the applicable licensing, registration or certification requirements of ORS chapters 446, 447, 455, 460, 479, 480, 693 and 701.

15.04.050 Building Permits.

A person shall, prior to undertaking or causing to be undertaken any work for which a permit is required under any provision of the Specialty Codes, obtain a building permit as required in the applicable Oregon Specialty Code.

A. Exemptions from Permits. Refer to the administrative chapters of the Oregon Specialty Codes for Statewide permit exemptions.

B. Application for Permit. Plans, specifications, computations and other data filed by an applicant for a building permit shall be reviewed by the Building Official and may be reviewed by other departments of the City to verify compliance with the Building Code and any other applicable laws. If the Building Official finds that the work described in an application for a permit and the plans, specifications, computations and other data filed therewith conform to the requirements of the Building Code and any other applicable laws, and that all required fees have been paid, the Building Official shall issue a building permit to the applicant.

C. An application for a building permit shall be deemed abandoned one hundred and eighty days (180) days after the date of filing, unless the applicant continues to pursue the application in good faith. The Building Official may grant not more than one extension, for an additional period not to exceed one hundred and eighty (180) days. The applicant must request the extension, in writing, setting forth good and sufficient cause for the extension to the satisfaction of the Building Official prior to the date the application is deemed abandoned pursuant to this subsection.

D. If plans and specifications are required for the issuance of a building permit, the Building Official shall, at the time the permit is issued, approve the plans and specifications by endorsement in writing or official stamp. All work shall be done in accordance with the approved plans, specifications and specialty code requirements, and shall not be changed, modified or altered without prior authorization from the Building Official.

E. One set of approved plans and specifications shall be retained by the Building Official for the period specified under rules promulgated by the Oregon State Archivist, and one set of approved plans and specifications shall be returned to the applicant and kept on the work site, and available to the inspectors, at all times while the work authorized by the building permit is in progress.

F. The Building Official may issue phased permits that allow for the construction of part of a building before the plans and specifications for the entire building have been submitted or approved, provided adequate information and detailed statements have been filed with the Building Official that comply with all applicable requirements of the Building Code. The holder of a phased permit shall not, by virtue of a permit issued for any single phase, have any guarantee that plans and specifications for subsequent phases will be approved, or that permits for subsequent phases will be issued.

G. The approval of plans and specifications or the issuance of a building permit shall not be construed or deemed to be approval of, or a permit for, any construction, work or activity that violates any of the provision of the Building Code or any other federal, state or local law, statute, rule, regulation or ordinance.

H. The issuance of a building permit shall not prevent the Building Official from requiring correction of errors in plans and specifications, or from issuing a stop work

order or undertaking enforcement action if any work being carried on violates the Building Code or any other federal, state or local law, statute, rule, regulation or ordinance.

I. Permit Fees and other related services pursuant to the building code administration program shall be established by resolution of the city council as amended and adopted by established ordinances and shall be in accordance with the Consistent Fee Methodology defined in OAR 918-050-0100.

J. Fee Refunds.

1. The building official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The building official may authorize refunding of not more than 80% of the permit fee paid when an application for a permit, or a permit, is withdrawn or canceled before work has been done under a permit issued in accordance with this code.

3. The building official may authorize refunding of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

4. The building official shall not authorize refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

K. Transfer of Building Permit. A building permit shall only be transferable when authorized by the owner of the property, and, if applicable, the permittee, in writing.

L. Inspection Record Card; Inspections.

1. Work requiring a building permit shall not be commenced until the permittee has posted or otherwise made available an inspection record card on site that allows the Building Official to conveniently make the required entries thereon regarding inspection of the work. The inspection record card shall be maintained on site by the permittee until final approval has been granted by the Building Official. Failure to maintain the Inspection Record Card in a readily visible and available location may result in a re-inspection fee equal to the minimum hourly rate noted on the building permit fee schedule adopted by the city with a minimum 1-hour charge to cover research and staff time to recreate the sign-off records.

2. The permittee shall request all required inspections in a timely manner, shall provide access to the work site, and shall provide all equipment deemed necessary or appropriate by the Building Official to perform the inspection. The permittee shall not proceed with construction activity until authorized to do so by the Building

Official. The permittee shall cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permittee to remove or replace any material required for proper inspection shall be at the sole cost of the permittee.

3. Job Address Posting. The permittee, prior to the commencement of work, shall post the job site address in a readily visible location to identify the construction site for inspectors and public safety officials to easily locate the job address. Failure to post the job address in a readily visible location may result in a reinspection fee equal to the minimum hourly rate on the fee schedule adopted by the city.

15.04.055 Use of Alternative Materials, Designs, and Methods; Exceptions; Modifications.

A. The Building Official may authorize the use of alternative materials, designs or methods of construction, provided the material, design or method is, for the purpose intended, the equivalent in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation to the materials, designs or methods prescribed by the Building Code and the use otherwise complies with the provisions of the Building Code. Any person seeking to use alternative materials, designs or methods shall first establish to the satisfaction of the Building Official that the alternative materials, designs or methods are equivalent to those prescribed by the Building Code. The Building Official shall document, in writing, the details of the approval of any such alternative materials, designs or methods prior to the issuance of a building permit.

B. The Building Official may authorize exceptions to the Building Code, if the Building Official determines that there are substantial practical difficulties in carrying out the provisions of the Building Code, that the exception does not lessen any fire protection requirement or lessen the structural integrity of the building, and the proposed construction will satisfy the intent and purpose of the Building Code. The Building Official shall document in writing that the exception meets the criteria set forth in this subsection prior to the issuance of a building permit.

C. If the Building Official determines that an applicant has provided insufficient evidence to authorize the use of any alternative material, method or design, or to support the exception, the Building Official shall deny the request for the use of the alternative material, method or design, or the exception, or may require tests prior to making the determination, to be made at the applicant's sole cost and expense. Any such test shall be performed by a testing agency approved by the Building Official. Reports of such tests shall be retained by the Building Official for the period required for the retention of such public records.

15.04.060 Certificate of Occupancy.

Issuance of Certificate of Occupancy is contingent upon the requirements of the State of Oregon Building Codes as well as other applicable City requirements.

15.04.020 Certificate of Occupancy.

A. No building or structure shall be used or occupied until the building official for the city of Phoenix, Oregon, has issued a certificate of occupancy. The building official will not issue a certificate of occupancy unless all of the signature certifications required by subsection C of this section have been obtained.

B. All fees that concern a project will be paid when the building permit is issued.

C. The following will, by signature, certify that all regulations, requirements, or conditions relating to or concerning their respective departments have been fully satisfied before the certificate of occupancy is issued: city planner, city engineer, city building official, public works director, police chief, fire chief, and city recorder.

15.04.065 Electrical Program Administration

A. Permit Required. Except as permitted by OAR 918-261-0000 through 0039 (electrical work exempt from permit, subsection O of this section for minor installations, subsection P of this section for temporary electrical permits and subsection Q of this section for industrial plant electrical permits) no electrical work shall be performed unless a separate electrical permit for each separate building, structure or installation has first been obtained from the building official.

B. Expiration of Permits. Permits shall expire after work has been abandoned for more than 180 days pursuant to OAR 918-309-0000(7). It shall be the duty of the permit holder to notify the building Official that work is in progress by providing a written notice if no inspection requests have been made for 180 days. The Building Official shall have no obligation to notify or contact the permit holder to notify them of pending permit expiration.

C. Validity of Permit.

1. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of other ordinances of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

2. The issuance of a permit based upon plans, specifications, computations and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications, and other data or from preventing building operations being carried on thereunder when in violation of this code or of other ordinances of this jurisdiction.

D. Revocation of Permits. The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in

error or on the basis of incorrect information supplied or in violation of other ordinances or regulation of the jurisdiction.

E. Plan Review Requirements. Electrical plan review requirements and procedures shall be in accordance with OAR 918-311-0000 through 0060.

F. Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. To renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

G. Permit Fees. Fees for electrical permits shall be established by resolution of the city council in accordance with established ordinances and shall be in accordance with the Consistent Fee Methodology defined in OAR 918-050-0100.

L. Authority to Disconnect Utilities in Emergencies. The building official or the building official's authorized representative shall have the authority to disconnect electrical service to a building, structure, premises or equipment regulated by this section in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection immediately thereafter.

M. Authority to Condemn Equipment.

1. When the building official ascertains that any equipment, or portion thereof, regulated by the Specialty Codes has become hazardous to life, health or property, the building official shall order in writing that the equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice shall contain a fixed time limit for compliance with such order. Persons shall not use or maintain defective equipment after receiving a notice.

2. When equipment or an installation is to be disconnected, written notice of the disconnection and causes therefor shall be given within 24 hours to the serving utility, the owner and occupant of the building, structure or premises. When any equipment is maintained in violation of this section, and in violation of a notice issued pursuant to the provisions of this section, the building official shall institute an appropriate action to prevent, restrain, correct or abate the violation.

N. Connection after Order to Disconnect. Persons shall not make connections from an electrical service nor supply electrical power to any equipment regulated by this section which has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered to be discontinued by the building official until the proper permits have been obtained, inspections approved, and the building official authorizes the reconnection and use of such equipment in writing.

O. Minor Installation Labels. Rules for the use, issuance, and inspection of minor installation labels shall be as stipulated in OAR 918-050-0500 through 0520.

P. Temporary Electrical Permits. Rules for the use of temporary electrical permits shall be as stipulated in OAR 918-309-0080.

Q. Industrial Plant Electrical Permits and Inspection. Rules for the use of industrial plant electrical permits and inspections shall be as stipulated in OAR 918-309-0100.

R. Transfer of Electrical Permit. An electrical permit shall only be transferable when authorized by the owner of the property, in writing and only after verification of required state licenses and in conformance with administrative state rule.

15.04.070 Work without Permits, Investigations, Right of Entry, Corrections and Stop Work Orders

A. Work Without a Permit.

1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation, in accordance with established policies, shall be made before a permit may be issued for such work.

2. Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined in accordance with the City fee schedule. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Right of Entry. When it is necessary to make an inspection to enforce the provisions of this section or when the building official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this section which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this section provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or

premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

~~Stop Orders. Whenever any work is being done contrary to the provisions of this code, or other pertinent laws or ordinances implemented through the enforcement of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the building official to proceed with the work.~~

C. Corrections and Stop Orders. The Building Official is vested with the authority to issue stop work orders. Stop Work orders may be issued for failure to comply with the specialty codes the municipality is responsible for administering and enforcing. When any work is being done contrary to the provisions of this section or the specialty codes, the building official or building official's designee may order the work corrected or stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and such persons shall forthwith make the necessary corrections or stop work until authorized by the building official to proceed with the work. Failure to Stop Work as directed may result in issuance of a citation and administrative civil penalties pursuant to section 1.20.020.

D. License Verification Per 455.080, Notwithstanding ORS 455.630 (2), any inspector, including a specialty code inspector licensed under ORS 455.457, authorized by ORS 455.150 or 455.153 to determine compliance with the requirements of the state building code or any specialty code under this chapter may, in accordance with a compliance program as described in ORS 455.153 (2), require any person who is engaged in any activity regulated by the state building code to demonstrate proof of compliance with the applicable licensing, registration or certification requirements of ORS chapters 446, 447, 455, 460, 479, 480, 693 and 701.

Per ORS 479.855(5), A city or county that performs electrical installation inspections shall perform license enforcement inspections as a part of routine installation inspections.

Section 2. Severability: In the event any section, subsection, paragraph, sentence or phrase of this ordinance or any administrative policy adopted pursuant hereto is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder to the ordinance shall continue to be effective.

Section 3. Codification: Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

Section 4. Emergency: This Ordinance being necessary for the immediate preservation of the public peace, health, and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.

Section 5. Effective Date: This ordinance shall become effective upon adoption.

PASSED AND ADOPTED by the City Council with 2/3 or more approval of Council and is signed by me in authentication of thereof on this ___ day of _____, 2020.

Chris Luz, Mayor

ATTEST:

Approved as to form:

Bonnie Picket, City Recorder

Douglas McGeary, City Attorney

Phoenix – Draft I

Notes regarding the following draft version of Municipal Code:

The basis of the draft municipal code on the following pages is one that was prepared for, and adopted by, Eagle Point about a year ago. That version was a complete replacement of the Building Code section and is up-to-date in regards to current codes, typical policy and practices. It is proposed that this draft template serve as the basis to replace the existing Building Code section of the City of Phoenix Municipal Code.

As a draft template, the Council can modify this as they see fit. Items can be added or deleted at the direction of the Council.

In addition, there are some specific notes about an issue brought up by Oregon Building Codes Division in the past couple years as further described.

15.05.020(E)/15.05.060/15.05.030(B)/15.05.030(D): For forty years, building departments throughout the state administered the state-wide building codes for most all building and structures with exception to those on federal land, in the public way, etc.

Then, in 2014, Building Codes Division (BCD) issued a directive, Statewide Statutory Interpretation 14-03, stating that the Building Inspection Program (i.e. Building Safety Department) did not have the authority, from BCD or per ORS, to regulate certain structures; primarily where there are not “users and occupants of buildings”. This was primarily to address site retaining walls but also included other structures that would normally have no occupants. The result of this interpretation was that the building department did not have authority to require permits, plan review and inspection of these structures.

This issue has been more-recently clarified in Chapter 1 of the newly-adopted Oregon Structural Specialty Code (OSSC) which became effective January 2020. In the new OSSC, BCD has now identified a specific list of items (in the informational table on the following page) that are not regulated by the general authority of the Building Inspection Program. They have identified a second list (also in the table) of items that the municipality “may” choose to regulate by ordinance. The proposed language to address this is in section 15.05.030(C) and shown in red underline. The list shown in 15.05.030(C) is an initial suggestion. The Council can choose which items in the right-hand column of the table that they do, or do not, want to regulate.

Some of the items in the list that used to be covered in previous code editions, such as retaining walls and fences, had exemptions listed in those previous codes where permits were not required (e.g. fences less than 7 feet high). Therefore, as the items, such as fences, are added to the items that the city will regulate, the exceptions from permits are carried forward as well.

Note:

1. Recent direction from BCD regarding occupied and existing structures under state law related to building inspection programs

Note: This information is from the Oregon Structural Specialty Code and, as noted therein, is provided for building official use and is not intended to provide direction to any other form of government outside of a building official operating under Oregon Building Codes Division's state laws and rules. Questions regarding this information should be addressed through local counsel.

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Under ORS 476.030 and Chapter 455, building officials are prohibited from requiring corrections or any changes to an existing structure that is maintained in conformity with the state building code regulations in effect at the time of construction.

Under ORS Chapters 476 and 455, occupied structures that have no valid certificate of occupancy do not fall under the delegated authority from the state Building Codes Division. No state authority exists for building officials to access buildings or require corrections for structures unless a permit application is on file.

References within the state building code that provide access and investigative authority to building officials are rescinded and are not valid.

Under state authority, buildings occupied without a valid certificate of occupancy or permit are under the enforcement authority of the Office of State Fire Marshal.

Local programs should ensure that adequate local ordinances have been adopted allowing for enforcement action where a certificate of occupancy was not issued or where no permit has been applied for.

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Supplemental/Background information relative to proposed changes to the City's Municipal Code.

The lists below are new requirements/limitations from **Section 101.2-Scope** of the recently adopted edition of the Oregon Structural Specialty Code.

The Building Department in a municipality operates under the authority of Oregon Building Codes Division in order to administer the state-wide adopted codes. The items in the two lists below are not included in that "general" authority.

From the 2019 Oregon Structural Specialty Code:
*"Consistent with the purpose and scope of application of the state building code as authorized in ORS 455.020, **this code shall not apply to the following:**"*

As indicated in the columns below, some of these items cannot be regulated at all by a municipality (left column) and some can be regulated if the municipality chooses to regulate them (right column).

<p>These items <u>cannot</u> be regulated by the Municipal Building Department.</p>	<p><i>Municipalities, as defined in ORS 455.010(5), may establish administrative procedures in accordance with ORS 455.020(4), and may amend specific sections of Chapter 1, as identified throughout the chapter.</i></p> <p>Municipalities are permitted to enact local ordinances for the following:</p>
<ol style="list-style-type: none"> 1. The construction, alteration, moving, demolition, repair, maintenance and work located primarily in a public way. 2. Portable fire extinguishers. 3. Public utility towers and poles 4. Mechanical equipment not specifically regulated in this code 5. Hydraulic flood control structures, including but not limited to dams and levees 6. Detached tents and other membrane structures erected for periods of 180 days or less 7. Other structures not regulated by the <i>state building code</i> consistent with the scope of ORS 455.020 	<ol style="list-style-type: none"> 1. Pursuant to the regulation of dangerous buildings, a <i>municipality</i> may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings. 2. Abatement of nuisances and dangerous buildings 3. Fire safety during construction 4. Demolition 5. Protection of adjoining property 6. Temporary use of streets, alleys and public property 7. Encroachments into the public way 8. Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required <i>accessible</i> parking; and do not retain material, which if not restrained, could impact a regulated building. 9. Fences. 10. Tanks that are located exterior to and not

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	<p>attached to or supported by a regulated building.</p> <ol style="list-style-type: none"> 11. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building 12. Flagpoles not attached to or supported by a regulated building 13. Signs not attached to or supported by a regulated building 14. Floating structures 15. Docks 16. Fixed piers or wharves with no superstructure 17. Equipment shelters not intended for human occupancy with a <i>building area</i> 250 square feet or less, designated as <i>Risk Category I or II</i> 18. Administration and implementation of a National Flood Insurance Program (NFIP) 19. Transitional housing accommodations 20. Matters not encompassed by this code
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For reference, ORS 455.020, as noted in BCD's interpretation and the code language above, is shown below:

455.020 Purpose; scope of application; exceptions; scope of rules; fees by rule. (1) This chapter is enacted to enable the Director of the Department of Consumer and Business Services to promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings and other structures and the installation of mechanical devices and equipment therein, and to require the correction of unsafe conditions caused by earthquakes in existing buildings. The state building code shall establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security of the residents of this state **who are occupants and users of buildings**, and will provide for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation.

(2) The rules adopted pursuant to this chapter shall include structural standards; standards for the installation and use of mechanical, heating and ventilating devices and equipment; and standards for prefabricated structures; and shall, subject to ORS 455.210, prescribe reasonable fees for the issuance of building permits and similar documents, inspections and plan review services by the Department of Consumer and Business Services. The department may also establish, by rule, the amount of any fee pertaining to the state building code or any specialty code that is authorized by statute, but for which an amount is not specified by statute.

(3) This chapter does not affect the statutory jurisdiction and authority of the Workers' Compensation Board, under ORS chapter 654, to promulgate occupational safety and health standards relating to places of employment, and to administer and enforce all state laws, regulations, rules, standards and lawful orders requiring places of employment to be safe and healthful.

(4) This chapter and any specialty code does not limit the authority of a municipality to enact regulations providing for local administration of the state building code; local appeal boards; fees and other charges; abatement of nuisances and dangerous buildings; enforcement through penalties, stop-

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work orders or other means; or minimum health, sanitation and safety standards for governing the use of structures for housing, except where the power of municipalities to enact any such regulations is expressly withheld or otherwise provided for by statute. Pursuant to the regulation of dangerous buildings, a municipality may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings. [Formerly 456.755; 1991 c.227 §2; 1991 c.310 §2; 1995 c.304 §1; 1995 c.400 §5; 1999 c.1045 §13; 1999 c.1082 §11; 2001 c.710 §8]

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Chapter 15.04

BUILDING CODES

~~15.04.010 Adoption by reference.~~

~~15.04.020 Certificate of occupancy.~~

15.04.010 Title

~~15.04.010 Adoption by reference.~~

~~The city adopts by reference the following listed building codes and fire codes, current editions including all supplements, so that they will be the law in the city to the same extent as though they were set forth verbatim in this chapter:~~

- ~~A. State of Oregon, Structural Specialties Code;~~
- ~~B. Uniform Code for Abatement of Dangerous Buildings;~~
- ~~C. Oregon State Plumbing Specialty Code;~~
- ~~D. State of Oregon, Mechanical Specialty Code and Mechanical Fire and Life Safety Code;~~
- ~~E. Uniform Fire Code;~~
- ~~F. National Electric Code;~~
- ~~G. The building official is charged with the administration and enforcement of the provisions of the adopted codes.~~

15.05.010 Title

This chapter shall be known as the Building Code ordinance and may also be referred to as “this chapter,” or the “building code.”

15.05.020 Definitions

For the purposes of this chapter, the following terms shall be defined as follows:

A. Building official. The designee appointed by the City who is responsible for building inspections and enforcement of the building code.

B. Building Code. Building Code means those provisions of the currently-adopted State Building Code, and any modifications thereof, adopted by the City pursuant to ORS 455.040(1), that are part of the building inspection program administered and enforced by the City; Including, but not limited to, the following State of Oregon codes administered and enforced by the City:

- Oregon Structural Specialty Code (OSSC)
- Oregon Reach Code
- International Existing Building Code (as referenced/amended in Chapter 34 of the OSSC)
- Oregon Residential Specialty Code
- Oregon Mechanical Specialty Code
- Oregon Plumbing Specialty Code
- Oregon Energy Efficiency Specialty Code

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- Oregon Manufactured Home Installation Specialty Code
- Oregon Electrical Specialty Code

C. "Permittee" means the person holding any permit authorized by this Chapter, or that person's authorized representative.

D. "Person" means a natural person, partnership, corporation, limited liability partnership, limited liability company, co-operative, governmental entity, association, or other entity in law or fact.

E. "Building Inspection Program" means the administration and enforcement of the State Building Code, pursuant to ORS 455.150, as further described in the City's Building Inspection Operating Plan.

F. "Specialty code(s)" means a code of regulations adopted under ORS 446.062, 446.185, 447.020 (2), 455.020 (2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730 (1) or 480.545, but does not include regulations adopted by the State Fire Marshal pursuant to ORS chapter 476 or ORS 479.015 to 479.200 and 479.210 to 479.220.

15.05.030 Building Inspection Program Assumption

Assumption of Building Inspection Program; Scope.

A. Pursuant to ORS 455.150, the City of Phoenix hereby implements and assumes a Building Inspection Program for the City of Phoenix, which shall be comprised of the administration and enforcement of the State Building Code.

B. The Building Inspection Program shall be administered and enforced according to the procedures set forth in the State Building Code for all buildings, structures, equipment, fixtures and appliances described in the scope of the building codes and in accordance with the authority defined in ORS 455.020.

C. Additional Local Authority

Pursuant to ORS 455.020, the City of Phoenix has the authority to regulate additional items as noted in the building code. In accordance with the provisions of the building code, including required permits, plans review and inspections, the City of Phoenix shall hereby regulate the following items:

1. Abatement of nuisances and dangerous buildings in accordance with chapter 8.06.

2. Demolition.

3. Retaining walls that are over four (4) feet in height measured from the bottom of the footing to the top of the wall or that support a surcharge or impound Class I, II or IIIA liquids. (This is in addition to those retaining walls that are in the scope of, and regulated by, the building code.)

4. Fences, except typical light-weight wood or metal fencing less than seven (7) feet high and typical field fencing, woven wire or chain link under eight (8) feet high, and barriers around swimming pools as required by the code.

5. Tanks.

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Exception: Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

6. Cellular phone, radio, television and other telecommunication and broadcast towers, in compliance with federal law.

7. Flagpoles, antennae and similar items that exceed 25 feet in height.

8. Building Code aspects of signs.

9. Equipment shelters.

10. Administration and implementation of a building requirements of the National Flood Insurance Program (NFIP).

11. Transitional housing accommodations.

D. If there is a conflict between any provision of the State Building Code and any provision of this Chapter adopted pursuant to ORS 455.040(1), the provision adopted pursuant to ORS 455.040(1) shall govern.

15.05.035 Codes Adopted

A. Except as otherwise provided in this chapter, the following codes, standards and rules are adopted and shall be in force and effect as part of this municipal code. The provisions of these codes, in addition to their individual scoping provisions found therein, shall also apply to demolition of structures and equipment and systems regulated by such codes.

1. The Oregon Specialty Codes, current editions, adopted by the State under ORS 446.062, 446.185, 447.020 (2), 455.020 (2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730 (1) or 480.545.

2. Section 104.8 of the International Building Code, as published by the International Code Council, regarding liability; The Building Official charged with the enforcement of this code and the Oregon Specialty Codes, acting in good faith and without malice in the discharge of his or her duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of the provisions of this code or enforced by the Code Enforcement Agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

B. At least one copy of each of these specialty codes shall be kept by the City. The public may view digital versions of the most current codes on the Oregon Building Codes Division Web site. In addition, the City copy shall be available for inspection upon request at City Hall.

15.05.040 Administration

A. The City provides a program of building code administration, including plan review, permit issuance and inspection for structural, electrical, mechanical and plumbing work. The program is administered by

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the building official, at the direction of the City. The program operates pursuant to the state specialty codes listed in Section 15.05.020(B), 15.05.035 and the remainder of this chapter.

B. Operational Plan. The Building Official maintains an operating plan in the City complying with OAR 918-090-0300. The plan is available for review during normal business hours of the City.

C. Liability: The City and any licensed third-party businesses duly authorized under ORS 455.457 and OAR 918-020-0090 working on the cities behalf, that accepts; a permit application, inspection request or plan review application, have no responsibility or liability for the design, code compliance or construction activities of the designer, architect, engineer, permittee, trade licensee, owner or general contractor. While municipalities have a duty to the public based on a statutory requirement to carry out certain functions, no such duty applies in the case of permit review, plan review or inspections for compliance with the state's building code which the City voluntarily performs, but is not required to do so by the State of Oregon. (see Farnworth V Rossetto and ORS 30.260(8))

D. Cooperation with other Agencies: Pursuant to OAR 918-020-0020, plans for buildings that the Fire Marshal inspects for occupancy standards under ORS 476.030 are made available during regular city business hours at the City. Copies of all permits of such buildings or structures are available to the Fire Marshal's office for their information upon review of such plans. The Fire Marshal may provide comments to city plan review staff. Meetings may be held between the Fire Marshal and plan review staff to allow the Fire Marshal's office to review plans and provide their input. The Fire Marshal's office may request a reviewed copy of all plans that include fire suppression or early warning fire detection systems, or other design features that are inspected by their office.

Requests for alternate materials or methods of construction are forwarded to the Fire Marshal's office upon request in conformance with OAR 918-020-0020. If any alternate method relates to portions that the Fire Marshal is required to inspect, it shall be reviewed and approved by both the Fire Marshal and Building Official. Comments from the Fire Marshal received will be evaluated by the Building Official prior to the issuance of the permit.

In conformance with OAR 918-480-0125, the building official may choose to allow one or more of the Uniform Alternate Construction Standards (UACS) to address concerns identified by the fire marshal, and/or other jurisdictions, for inadequate apparatus access or water supply.

Pursuant to ORS 455.010 and ORS 455.020, the final authority for interpreting and applying the specialty codes and regulations for construction, additions and alterations is retained by the Building Official until the certificate of occupancy has been issued.

15.05.045 Powers and Duties of the Building Official. The Building Official shall, within the direction and oversight of the City, administer and enforce the Building Inspection Program, and shall have the authority to render written and oral interpretations of the Building Code and to adopt administrative rules and procedures necessary and proper for the administration and enforcement of the Building Code.

A. License Verification. Per 455.080, notwithstanding ORS 455.630 (2), any inspector, including a specialty code inspector licensed under ORS 455.457, authorized by ORS 455.150 or 455.153 to determine compliance with the requirements of the state building code or any specialty code under this chapter may, in accordance with a compliance program as described in ORS 455.153 (2), require any

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person who is engaged in any activity regulated by the state building code to demonstrate proof of compliance with the applicable licensing, registration or certification requirements of ORS chapters 446, 447, 455, 460, 479, 480, 693 and 701.

15.05.050 Building Permits. A person shall, prior to undertaking or causing to be undertaken any work for which a permit is required under any provision of the Specialty Codes, obtain a building permit as required in the applicable Oregon Specialty Code.

A. Exemptions from Permits. Refer to the administrative chapters of the Oregon Specialty Codes for Statewide permit exemptions.

B. Application for Permit. Plans, specifications, computations and other data filed by an applicant for a building permit shall be reviewed by the Building Official and may be reviewed by other departments of the City to verify compliance with the Building Code and any other applicable laws. If the Building Official finds that the work described in an application for a permit and the plans, specifications, computations and other data filed therewith conform to the requirements of the Building Code and any other applicable laws, and that all required fees have been paid, the Building Official shall issue a building permit to the applicant.

C. An application for a building permit shall be deemed abandoned one hundred and eighty days (180) days after the date of filing, unless the applicant continues to pursue the application in good faith. The Building Official may grant not more than one extension, for an additional period not to exceed one hundred and eighty (180) days. The applicant must request the extension, in writing, setting forth good and sufficient cause for the extension to the satisfaction of the Building Official prior to the date the application is deemed abandoned pursuant to this subsection.

D. If plans and specifications are required for the issuance of a building permit, the Building Official shall, at the time the permit is issued, approve the plans and specifications by endorsement in writing or official stamp. All work shall be done in accordance with the approved plans, specifications and specialty code requirements, and shall not be changed, modified or altered without prior authorization from the Building Official.

E. One set of approved plans and specifications shall be retained by the Building Official for the period specified under rules promulgated by the Oregon State Archivist, and one set of approved plans and specifications shall be returned to the applicant and kept on the work site, and available to the inspectors, at all times while the work authorized by the building permit is in progress.

F. The Building Official may issue phased permits that allow for the construction of part of a building before the plans and specifications for the entire building have been submitted or approved, provided adequate information and detailed statements have been filed with the Building Official that comply with all applicable requirements of the Building Code. The holder of a phased permit shall not, by virtue of a permit issued for any single phase, have any guarantee that plans and specifications for subsequent phases will be approved, or that permits for subsequent phases will be issued.

G. The approval of plans and specifications or the issuance of a building permit shall not be construed or deemed to be approval of, or a permit for, any construction, work or activity that violates any of the provision of the Building Code or any other federal, state or local law, statute, rule, regulation or ordinance.

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H. The issuance of a building permit shall not prevent the Building Official from requiring correction of errors in plans and specifications, or from issuing a stop work order or undertaking enforcement action if any work being carried on violates the Building Code or any other federal, state or local law, statute, rule, regulation or ordinance.

I. Permit Fees and other related services pursuant to the building code administration program shall be established by resolution of the city council as amended and adopted by established ordinances and shall be in accordance with the Consistent Fee Methodology defined in OAR 918-050-0100.

J. Fee Refunds.

1. The building official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The building official may authorize refunding of not more than 80% of the permit fee paid when an application for a permit, or a permit, is withdrawn or canceled before work has been done under a permit issued in accordance with this code.

3. The building official may authorize refunding of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

4. The building official shall not authorize refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

K. Transfer of Building Permit. A building permit shall only be transferable when authorized by the owner of the property, and, if applicable, the permittee, in writing.

L. Inspection Record Card; Inspections.

1. Work requiring a building permit shall not be commenced until the permittee has posted or otherwise made available an inspection record card on site that allows the Building Official to conveniently make the required entries thereon regarding inspection of the work. The inspection record card shall be maintained on site by the permittee until final approval has been granted by the Building Official. Failure to maintain the Inspection Record Card in a readily visible and available location may result in a reinspection fee equal to the minimum hourly rate noted on the building permit fee schedule adopted by the city-with a minimum 1-hour charge to cover research and staff time to recreate the sign-off records.

2. The permittee shall request all required inspections in a timely manner, shall provide access to the work site, and shall provide all equipment deemed necessary or appropriate by the Building Official to perform the inspection. The permittee shall not proceed with construction activity until authorized to do so by the Building Official. The permittee shall cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permittee to remove or replace any material required for proper inspection shall be at the sole cost of the permittee.

3. Job Address Posting. The permittee, prior to the commencement of work, shall post the job site address in a readily visible location to identify the construction site for inspectors and public safety

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officials to easily locate the job address. Failure to post the job address in a readily visible location may result in a reinspection fee equal to the minimum hourly rate on the fee schedule adopted by the city.

15.05.055 Use of Alternative Materials, Designs, and Methods; Exceptions; Modifications.

A. The Building Official may authorize the use of alternative materials, designs or methods of construction, provided the material, design or method is, for the purpose intended, the equivalent in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation to the materials, designs or methods prescribed by the Building Code and the use otherwise complies with the provisions of the Building Code. Any person seeking to use alternative materials, designs or methods shall first establish to the satisfaction of the Building Official that the alternative materials, designs or methods are equivalent to those prescribed by the Building Code. The Building Official shall document, in writing, the details of the approval of any such alternative materials, designs or methods prior to the issuance of a building permit.

B. The Building Official may authorize exceptions to the Building Code, if the Building Official determines that there are substantial practical difficulties in carrying out the provisions of the Building Code, that the exception does not lessen any fire protection requirement or lessen the structural integrity of the building, and the proposed construction will satisfy the intent and purpose of the Building Code. The Building Official shall document in writing that the exception meets the criteria set forth in this subsection prior to the issuance of a building permit.

C. If the Building Official determines that an applicant has provided insufficient evidence to authorize the use of any alternative material, method or design, or to support the exception, the Building Official shall deny the request for the use of the alternative material, method or design, or the exception, or may require tests prior to making the determination, to be made at the applicant's sole cost and expense. Any such test shall be performed by a testing agency approved by the Building Official. Reports of such tests shall be retained by the Building Official for the period required for the retention of such public records.

15.05.060 Certificate of Occupancy. Issuance of Certificate of Occupancy is contingent upon the requirements of the State of Oregon Building Codes as well as other applicable City requirements.

15.04.020 Certificate of occupancy.

A. No building or structure shall be used or occupied until the building official for the city of Phoenix, Oregon, has issued a certificate of occupancy. The building official will not issue a certificate of occupancy unless all of the signature certifications required by subsection C of this section have been obtained.

B. All fees that concern a project will be paid when the building permit is issued.

C. The following will, by signature, certify that all regulations, requirements, or conditions relating to or concerning their respective departments have been fully satisfied before the certificate of occupancy is

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issued: city planner, city engineer, city building official, public works director, police chief, fire chief, and city recorder.

15.05.065 Electrical Program Administration

A. Permit Required. Except as permitted by OAR 918-261-0000 through 0039 (electrical work exempt from permit, subsection O of this section for minor installations, subsection P of this section for temporary electrical permits and subsection Q of this section for industrial plant electrical permits) no electrical work shall be performed unless a separate electrical permit for each separate building, structure or installation has first been obtained from the building official.

B. Expiration of Permits. Permits shall expire after work has been abandoned for more than 180 days pursuant to OAR 918-309-0000(7). It shall be the duty of the permit holder to notify the building Official that work is in progress by providing a written notice if no inspection requests have been made for 180 days. The Building Official shall have no obligation to notify or contact the permit holder to notify them of a pending permit expiration.

C. Validity of Permit.

1. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of other ordinances of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

2. The issuance of a permit based upon plans, specifications, computations and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications, and other data or from preventing building operations being carried on thereunder when in violation of this code or of other ordinances of this jurisdiction.

D. Revocation of Permits. The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied or in violation of other ordinances or regulation of the jurisdiction.

E. Plan Review Requirements. Electrical plan review requirements and procedures shall be in accordance with OAR 918-311-0000 through 0060.

F. Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. To renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

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G. Permit Fees. Fees for electrical permits shall be established by resolution of the city council in accordance with established ordinances and shall be in accordance with the Consistent Fee Methodology defined in OAR 918-050-0100.

L. Authority to Disconnect Utilities in Emergencies. The building official or the building official's authorized representative shall have the authority to disconnect electrical service to a building, structure, premises or equipment regulated by this section in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection immediately thereafter.

M. Authority to Condemn Equipment.

1. When the building official ascertains that any equipment, or portion thereof, regulated by the Specialty Codes has become hazardous to life, health or property, the building official shall order in writing that the equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice shall contain a fixed time limit for compliance with such order. Persons shall not use or maintain defective equipment after receiving a notice.

2. When equipment or an installation is to be disconnected, written notice of the disconnection and causes therefor shall be given within 24 hours to the serving utility, the owner and occupant of the building, structure or premises. When any equipment is maintained in violation of this section, and in violation of a notice issued pursuant to the provisions of this section, the building official shall institute an appropriate action to prevent, restrain, correct or abate the violation.

N. Connection after Order to Disconnect. Persons shall not make connections from an electrical service nor supply electrical power to any equipment regulated by this section which has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered to be discontinued by the building official until the proper permits have been obtained, inspections approved, and the building official authorizes the reconnection and use of such equipment in writing.

O. Minor Installation Labels. Rules for the use, issuance, and inspection of minor installation labels shall be as stipulated in OAR 918-050-0500 through 0520.

P. Temporary Electrical Permits. Rules for the use of temporary electrical permits shall be as stipulated in OAR 918-309-0080.

Q. Industrial Plant Electrical Permits and Inspection. Rules for the use of industrial plant electrical permits and inspections shall be as stipulated in OAR 918-309-0100.

R. Transfer of Electrical Permit. An electrical permit shall only be transferable when authorized by the owner of the property, in writing and only after verification of required state licenses and in conformance with administrative state rule.

15.05.070 Work without Permits, Investigations, Right of Entry, Corrections and Stop Work Orders

A. Work Without a Permit.

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1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation, in accordance with established policies, shall be made before a permit may be issued for such work.

2. Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined in accordance with the City fee schedule. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Right of Entry. When it is necessary to make an inspection to enforce the provisions of this section or when the building official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this section which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this section provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

Stop Orders. Whenever any work is being done contrary to the provisions of this code, or other pertinent laws or ordinances implemented through the enforcement of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the building official to proceed with the work.

C. Corrections and Stop Orders. The Building Official is vested with the authority to issue stop work orders. Stop Work orders may be issued for failure to comply with the specialty codes the municipality is responsible for administering and enforcing. When any work is being done contrary to the provisions of this section or the specialty codes, the building official or building official's designee may order the work corrected or stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and such persons shall forthwith make the necessary corrections or stop work until authorized by the building official to proceed with the work. Failure to Stop Work as directed may result in issuance of a citation and administrative civil penalties pursuant to section 1.20.020.

D. License Verification Per 455.080, Notwithstanding ORS 455.630 (2), any inspector, including a specialty code inspector licensed under ORS 455.457, authorized by ORS 455.150 or 455.153 to determine compliance with the requirements of the state building code or any specialty code under this chapter may, in accordance with a compliance program as described in ORS 455.153 (2), require any person who is engaged in any activity regulated by the state building code to demonstrate proof of compliance with the applicable licensing, registration or certification requirements of ORS chapters 446, 447, 455, 460, 479, 480, 693 and 701.

Per ORS 479.855(5), A city or county that performs electrical installation inspections shall perform license enforcement inspections as a part of routine installation inspections.