

**CITY OF PHOENIX
CITY COUNCIL EXECUTIVE SESSION/MEETING
PUBLIC WORKS OFFICE
1000 S. "B" STREET
TUESDAY, SEPTEMBER 6, 2016
6:00 P.M./6:30 P.M.**

1) Call to order/Roll call

Executive Session:

Executive Session: To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

The City Council of Phoenix will now meet in executive session for the purpose of conducting deliberations with persons designated by the governing body to carry on labor negotiations. The executive session is held pursuant to ORS 192.660 (2)(d), which allows the City Council to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Executive Session adjourns

DOORS WILL OPEN TO THE PUBLIC AT 6:30 P.M.

2) Pledge of Allegiance

3) Mayor's Comments

4) Swear in New Police Officer

5) Citizen's Comments:

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

6) Updates/Reports:

- a) PHURA
- b) Parks and Greenway Commission

7) Presentations:

Update on Rogue Disposal's Franchise Agreement Renewal by Garry Penning...p.1

8) Ordinances, including reading and/or adoption:

- a) First Reading by Title Only of an Ordinance Amending the Comprehensive Plan Pertaining to the Transportation System Element. *Second Reading and Public Hearing Scheduled for Monday, September 19, 2016* p.16

9) Consent Calendar:

- a) Approval of Minutes from August 8, 2016 Special City Council Meeting.....p.28

- b) Approval of Minutes from August 15, 2016 Regular City Council Meeting p.29
- c) Approval of Minutes from August 17, 2016 Special City Council Meeting..... p.34

10)Unfinished Business:

- a) Liquor License Application for Pizzatori p.36

11) New Business:

- a) Liquor License for Sushi and Bento p.38
- b) Approve Bid 1st Street Sidewalk and Stormwater..... p.40
- c) Approval of Personnel Agreement with Finance Director/City Recorder..... p.56

12)Questions for Staff:

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

13)Council items, comments/reports:

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

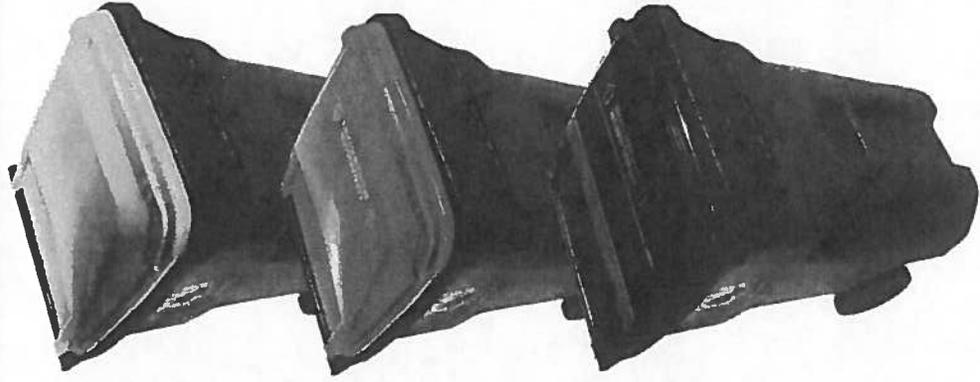
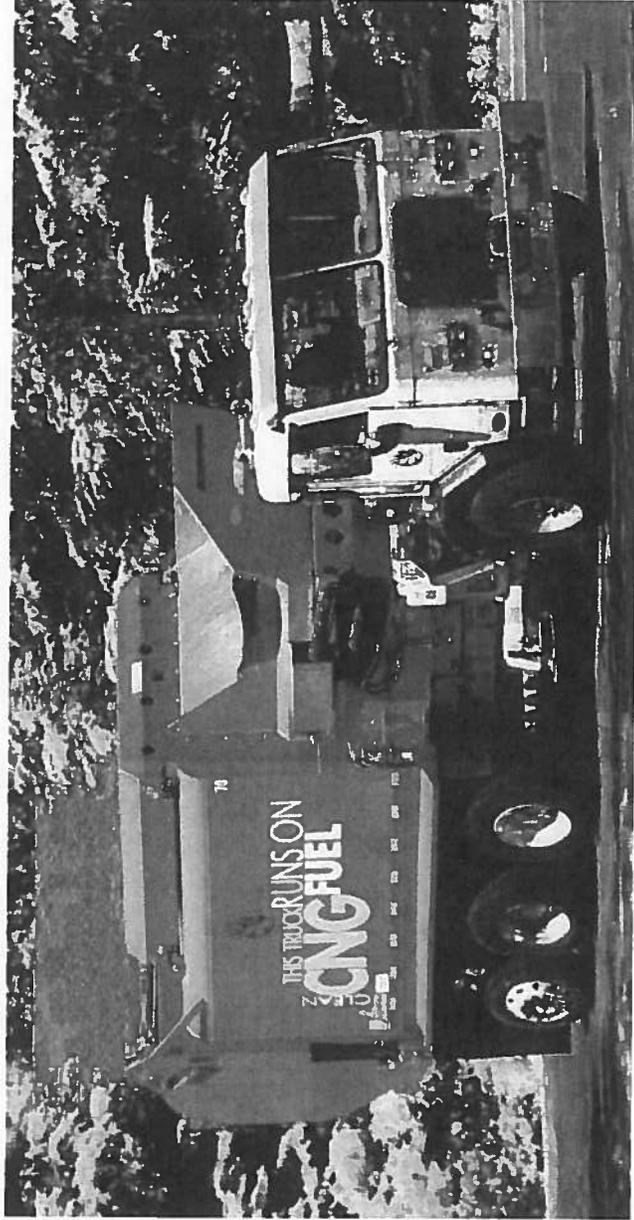
14)Adjournment

Next City of Phoenix Scheduled Meetings:

September 12, 2016	Joint Planning Commission and Council Meeting
September 13, 2016	Phoenix Urban Renewal Board Meeting
September 19, 2016	City Council Meeting
September 22, 2016	Parks and Greenway Commission Meeting
September 26, 2016	Planning Commission Meeting
October 3, 2016	City Council Meeting
October 10, 2016	Planning Commission Meeting
October 11, 2016	Phoenix Urban Renewal Board Meeting
October 17, 2016	City Council Meeting
October 24, 2016	Planning Commission Meeting



5 Year Review



City of Phoenix Presented September 6, 2016

ROGUE DISPOSAL & RECYCLING

WE DO THAT



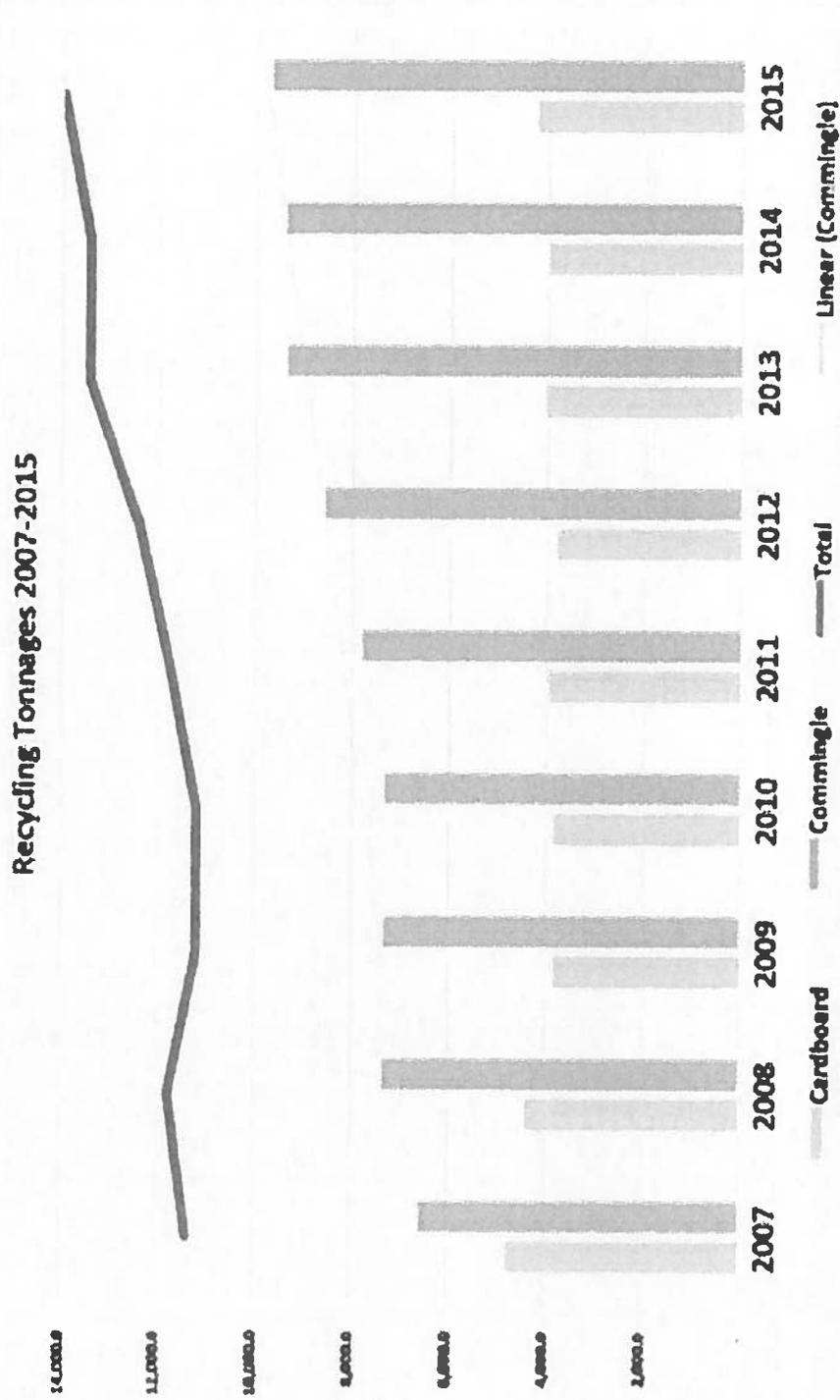
5 Year Review The Process

- Acceptance of Performance Audit
(Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment
Report (Wilson Consulting)
 - Opportunity to adjust rates based on findings of rate
report
- Approval of 5 year franchise extension
(January 2022 to December 2027)



Recycling Challenges

25% increase in recyclables collected over the previous 5 year review period



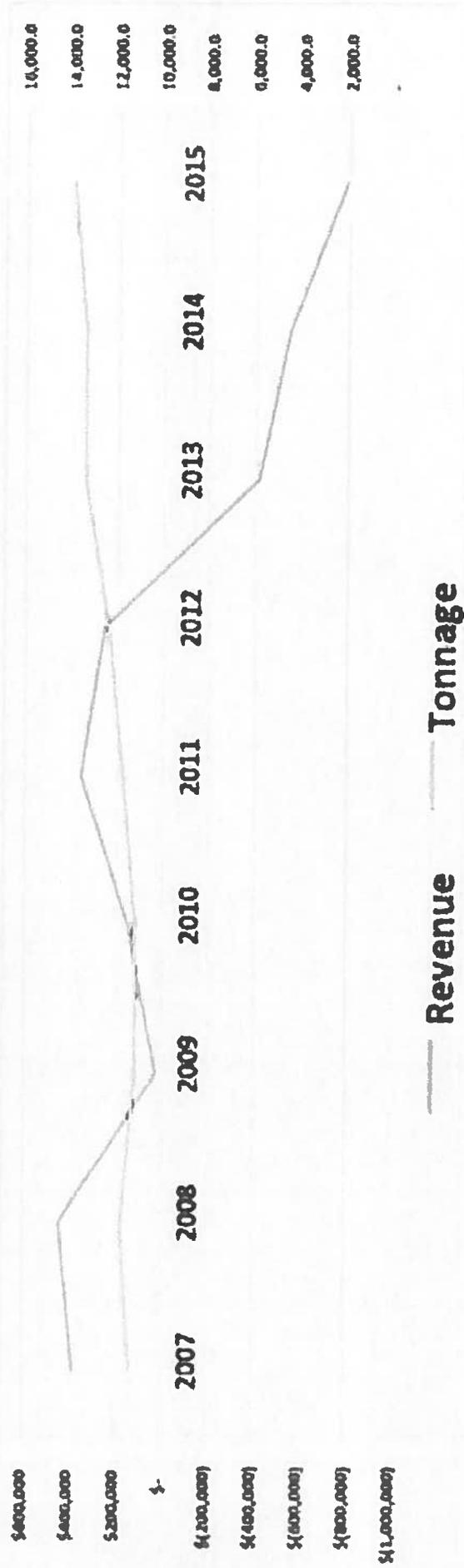
ROGUE DISPOSAL & RECYCLING

WE DO THAT



Recycling Challenges

Supply vs. demand crisis - the new normal?



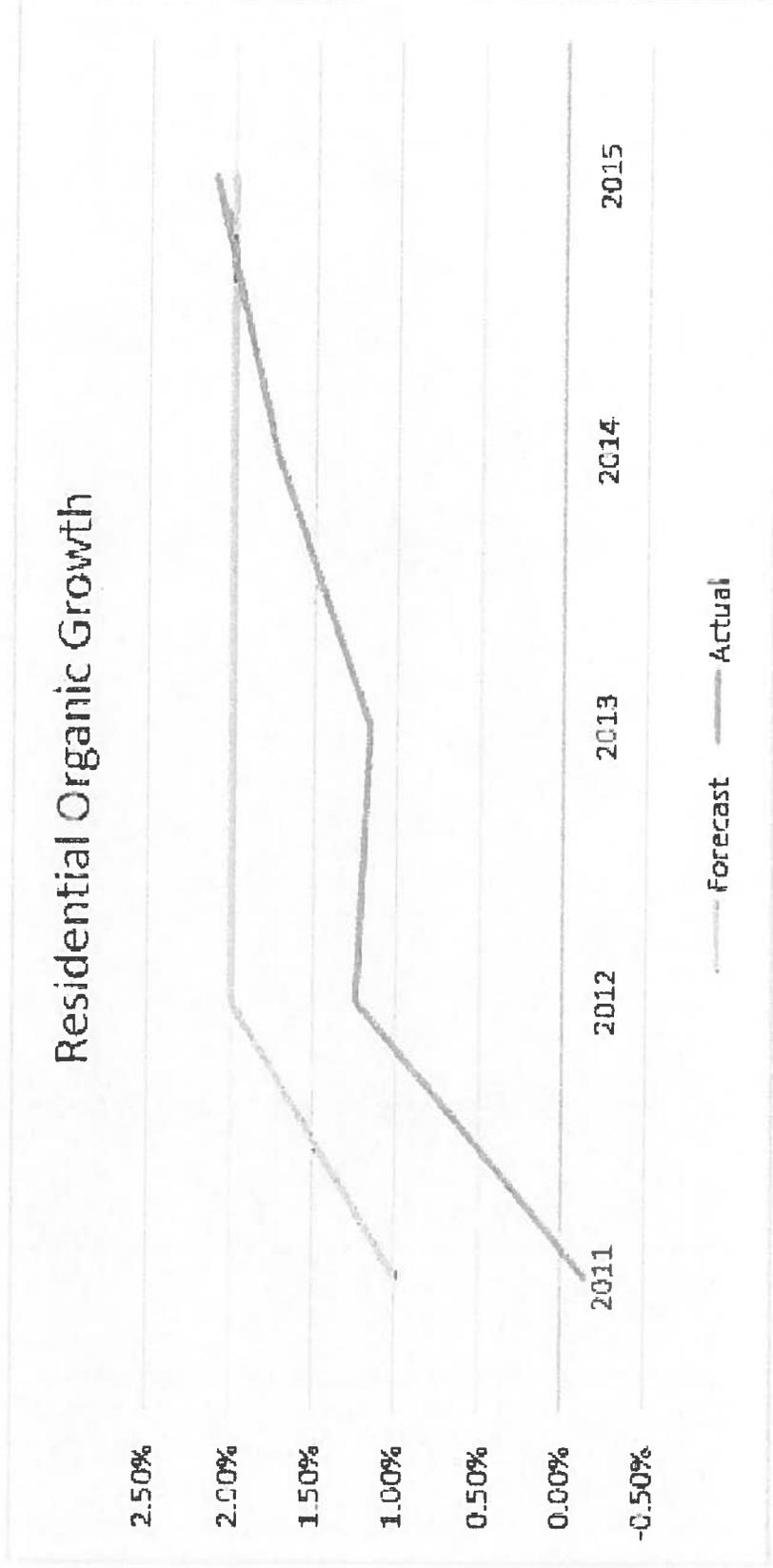
ROGUE DISPOSAL & RECYCLING

WE DO THAT



Economic Growth Challenges

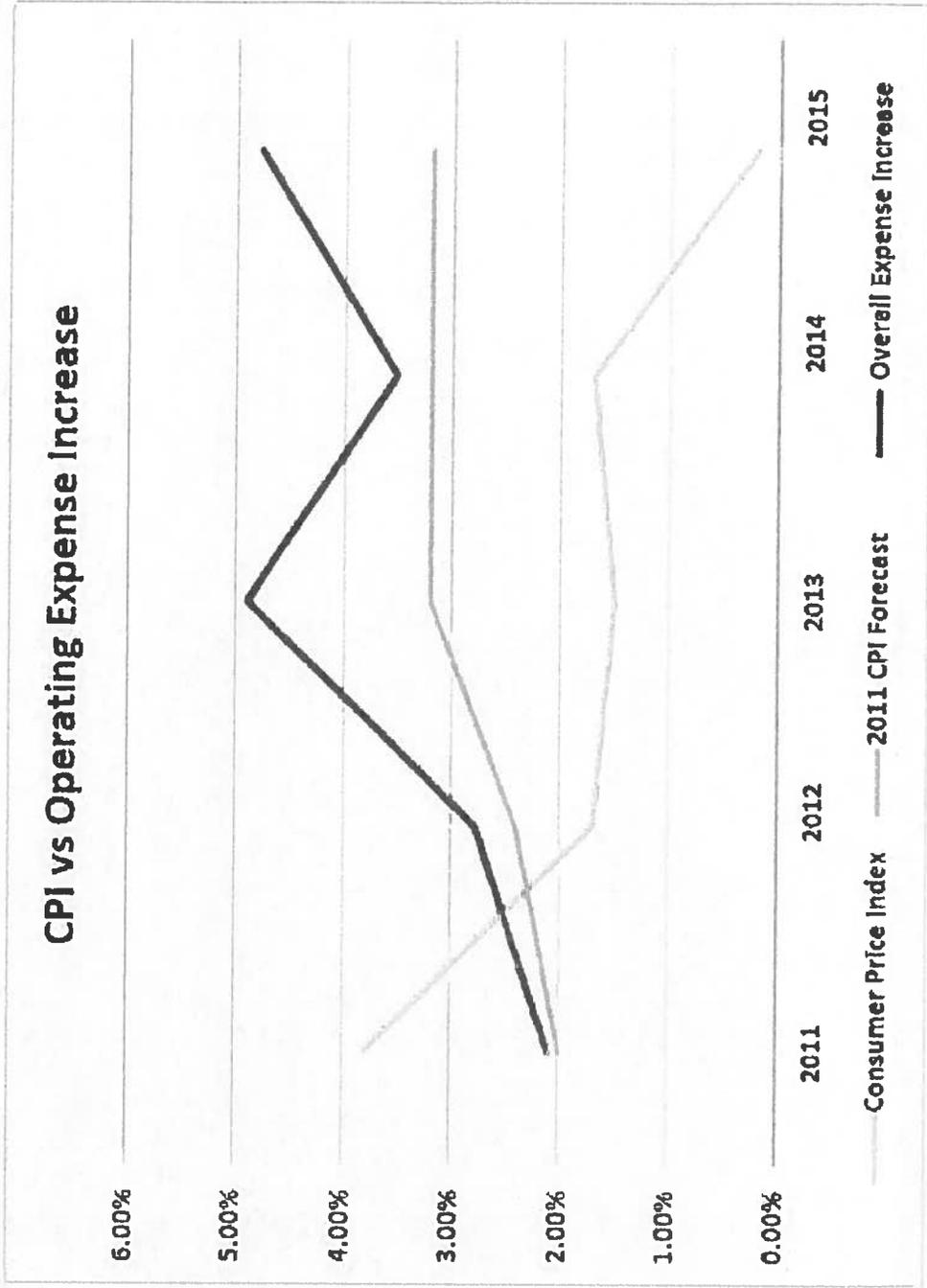
Projected growth vs. actual growth





CPI Challenge

CPI has not tracked with cost drivers for our industry



ROGUE DISPOSAL & RECYCLING

WE DO THAT



Past Decisions Have Helped

Rate anomalies addressed in 2015 - impacts

- Green Waste Rate
- Multiple Can Discount
- Mobile Home Park Rate

Total Impact +3.7%



Key Assumptions for 2016 - 2020

In light of the challenges of the last five years, we have made the following assumptions, in order to better prepare for economic and regulatory impacts in the future:

- Rationale for CPI projections (2016-2020)
- Rationale for Organic Growth projections
- Assumptions about recycling markets
- The need to establish commercial recycling rates



Commercial Recycling Rate

Establish a rate for commercial commingle recycling service.

- Cost would be \$9.60 per month for a commercial customer using a 65 commingle cart
- Cost would be \$49.96 per month for a commercial customer using a 2 yard commingle container, serviced once a week
- This will impact a total of 21 commercial recycling customers in Phoenix



Revisions to Schedule of Approved Rates

What does this mean for our customers?

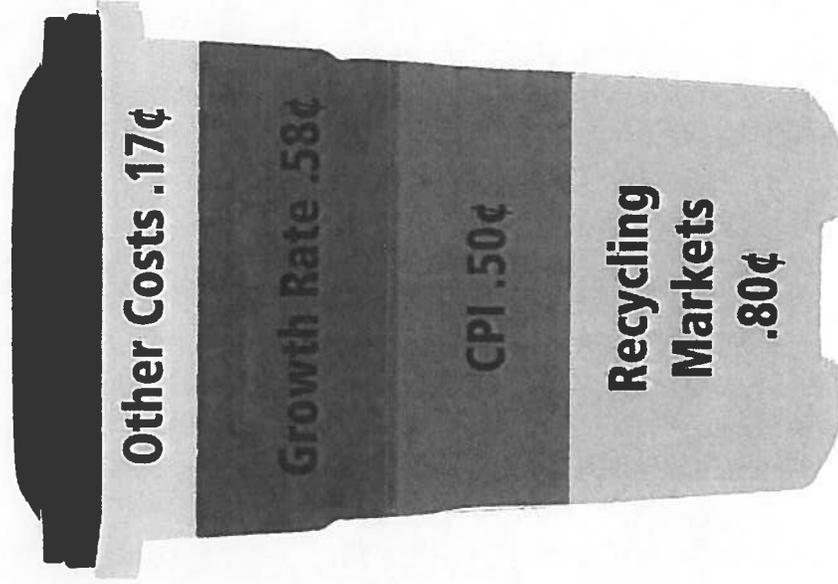
Examples:

- + \$2.05 per month for a residential customer using a 35 gallon trash cart (most commonly subscribed to service level)
- + \$17.94 per month for a commercial customer using a 2 yard trash container, serviced once per week
- + .78 cents per month for a residential customer using subscription green waste service



Revisions to Schedule of Approved Rates

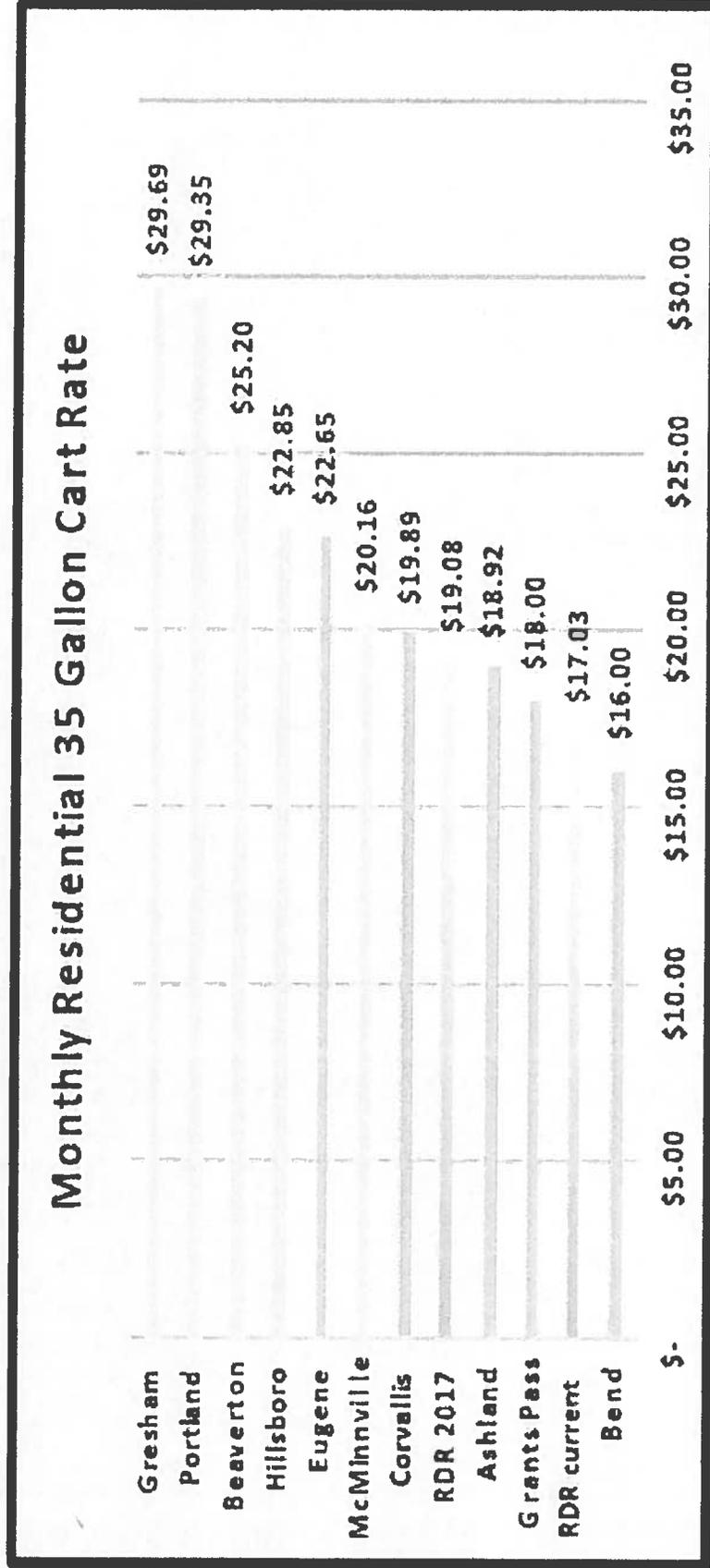
**Impact on
typical
Residential
Customer
\$2.05 per
month**





Statewide Rate Comparisons

Residential 35 gallon trash cart with recycling

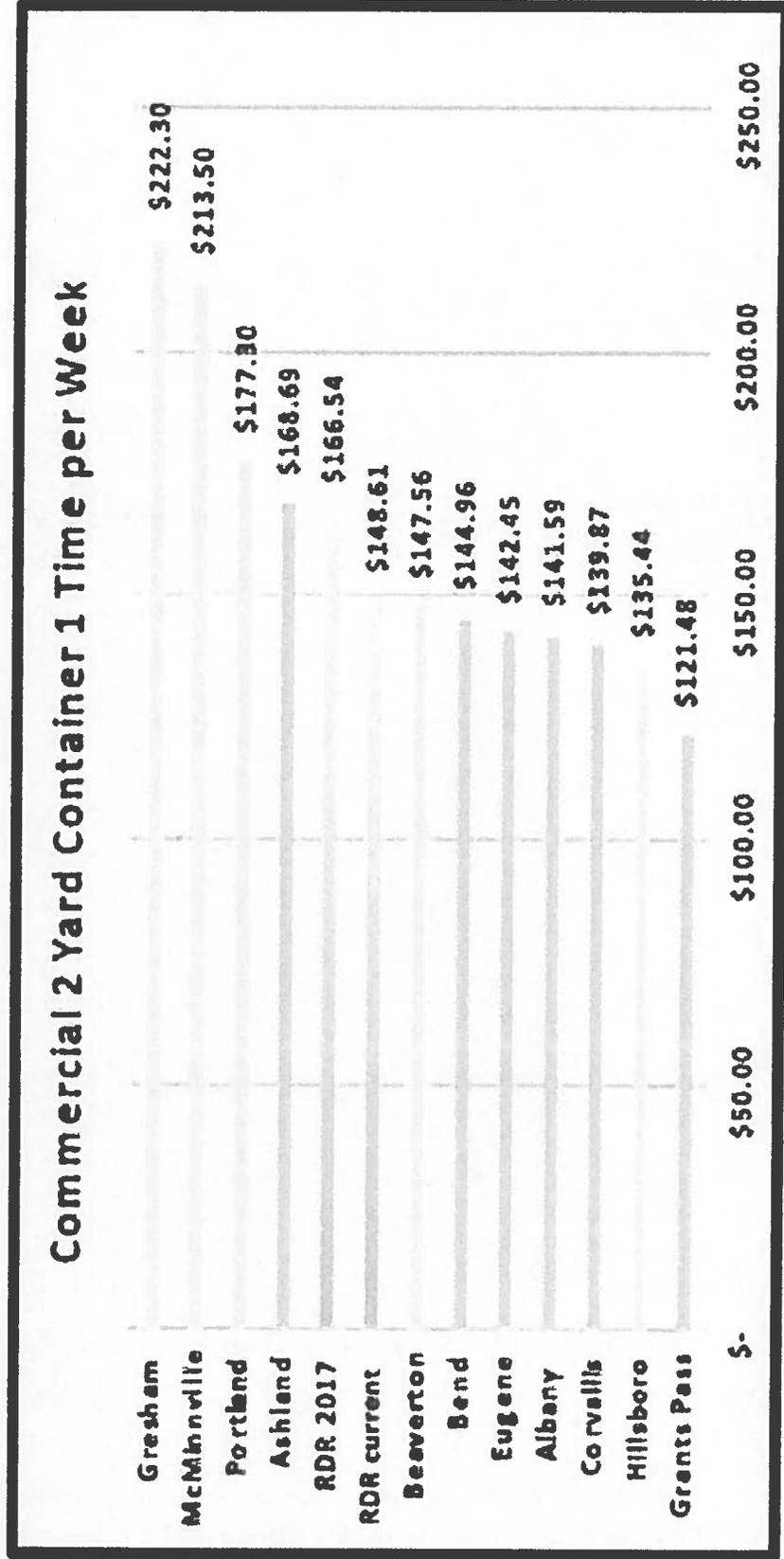


Currently in rate review process



Statewide Rate Comparisons

Commercial 2 yard



Currently in rate review process

ROGUE DISPOSAL & RECYCLING

WE DO THAT



Request for Council Action

- Approval of 5 year franchise extension
- Approval of new Rate Schedule to be effective January 1, 2017, including new rate for commercial recycling service



Thank you for the privilege
of serving your community



Questions?

AGENDA BILL

AGENDA ITEM: 8A

AGENDA TITLE: FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING THE TRANSPORTATION SYSTEM ELEMENT OF ITS COMPREHENSIVE PLAN

DATE: September 6, 2016

ACTION REQUIRED:

ORDINANCE: N/A

RESOLUTION: N/A

MOTION: XX

INFORMATION: N/A

EXPLANATION: After holding and closing a duly noticed public hearing, the Planning Commission made a recommendation to City Council to approve the proposed amendment to the Comprehensive Plan pertaining to the Transportation System Element with modifications (see attached Staff Report).

The Phoenix Transportation System Plan (TSP) details projects and policies that address transportation problems and needs in the City of Phoenix. Population growth and new development in recent years has led to an update of the TSP to address the transportation needs of all transportation users, including pedestrians, bicyclists, drivers, and public transit users.

The TSP Update provides a 20-year list of improvement projects and a plan for implementing the projects.

The TSP has been developed in compliance with the requirements of the state Transportation Planning Rule (TPR) and to be consistent with the state, regional, and local plans, including the recently adopted 2013-2039 Rogue Valley Metropolitan Planning Organization’s 2013-2038 Regional Transportation Plan and Fern Valley Interchange Area Management Plan.

This item was tabled at the previous City Council meeting on August 15, 2016 because some of the pages in the attached staff report were not correct. Attached is the updated staff report for Council’s review.

FISCAL IMPACT: There will be no fiscal impact until any of the individual projects are selected. Estimated cost & revenue sources are included in the Update. The updated TSP will provide a basis for identifying & securing funding resources from multiple sources for capital & O&M expenses.

ALTERNATIVES: The Council may refuse to read the proposed ordinance by title.

STAFF RECOMMENDATION: Staff recommends the Mayor read the ordinance by title only and schedule a Second Reading and Public Hearing for the next regular City Council meeting on September 6th, 2016. This will be the second evidentiary hearing and public comment will be heard.

MOTION: “I MOVE THAT THE PROPOSED ORDINANCE, ALSO KNOWN AS CP15-01, BE READ BY TITLE ONLY, AND THAT A SECOND READING AND PUBLIC HEARING BE SET FOR SEPTEMBER 19, 2016.”

PREPARED BY: Steffen Roennfeldt

REVIEWED BY:

**CITY OF PHOENIX
PHOENIX, OREGON**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PHOENIX
AMENDING THE TRANSPORTATION SYSTEM ELEMENT OF ITS
COMPREHENSIVE PLAN**

WHEREAS, Oregon law requires that state, regional and local governments adopt interrelated Transportation System Plans (TSPs); and

WHEREAS, an integrated and well-planned transportation system benefits citizens and business by providing a safe, convenient and economical system for vehicles, bicycles, pedestrians and freight; and

WHEREAS, TSP adoption will result in compliance with Statewide Planning Goal 12 – Transportation; and

WHEREAS, since the last Transportation System Plan adoption (Ord. 800, 1999), the City has experienced significant growth that has placed demands on the transportation system, necessitating a re-evaluation of the transportation needs, services and facilities; and

WHEREAS, preparation of the TSP included extensive policy, planning and engineering analysis to inventory current transportation conditions and facilities, determine the needs and community desires for roadway networks, non-motorized facilities, identify and address gaps and deficiencies in the system, develop and evaluate transportation system alternatives, analyze level of service standards, plan for multi-modal connectivity, forecast future funding, and identify projects and programs to meet future transportation needs; and

WHEREAS, the City of Phoenix Planning Commission conducted work sessions, joint workshops and public open houses;

WHEREAS, on July 11, 2016, the Planning Commission conducted a duly noticed public hearing on the TSP, affording all citizens an opportunity to be heard on the subject; and

WHEREAS, following receipt of public testimony at the July 11, 2016 public hearing, the Planning Commission deliberated and forwarded an unanimous recommendation of approval to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommendation, the staff reports in this matter, and testimony and evidence of interested parties, and has evaluated the draft TSP against Statewide Goals, state, county, and regional requirements, the Comprehensive Plan, and other applicable standards;

NOW, THEREFORE, THE CITY OF PHOENIX ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts as findings and conclusions the foregoing recitals and the conclusionary findings in this matter attached hereto as Exhibit 1 and adopted as if set forth fully herein.

Section 2. Order. The City Council hereby adopts the 2016 City of Phoenix Transportation System Plan attached as Exhibit 2 incorporated as if set forth fully herein.

Section 3. Staff Directive. To reflect adoption of the TSP, Staff is directed to make conforming changes to the Comprehensive Plan necessary to incorporate the amendments adopted herein.

PASSED AND ADOPTED by the City Council and signed by me in authentication of thereof on this 19th day of September, 2016.

Jeff Bellah, Mayor

ATTEST:

Janette Boothe, City Recorder

Approved as to form:

City Attorney



Department

112 W. 2nd Street, Phoenix, Oregon 97535

Office: 541-535-2050

**Staff Report
&
Findings of Fact and Conclusions of Law**

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5 **File Number:** CP15-01

6 **Date of Report:** June 23, 2016

7 **Type of Action:** Type IV Legislative Action

8 **Action Requested:** Comprehensive Plan Amendment—applicant is requesting that the current
9 "Transportation Element" of the City's Comprehensive Plan be replaced in its entirety with an
10 updated transportation system plan

11 **Street Address:** N/A

12 **Date of Application:** June 23, 2016

13 **Applicant:** City of Phoenix

Phone: 541-535-2050 ext. 316

14 **Applicant Address:** 112 W. 2nd Street

15 Phoenix, OR 97535

16 **Information Reviewed:** Application file; City of Phoenix Comprehensive Plan

17 **Attachments:** Final Draft Phoenix TSP dated February, 2016 (with all appendixes);

18 **Related permits:** N/A

19 **Date of 1st Evidentiary Hearing:** July 11, 2016

20 **Date of 2nd Evidentiary Hearing:** August ____, 2016

21 **Staff Recommendation:** Accept Findings of Fact and Conclusions of Law as presented in this
22 staff report and recommend approval of the updated Transportation System Plan to the Phoenix
23 City Council.



Department

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I. Introduction

The City of Phoenix last amended the Transportation Element of its city wide Comprehensive Plan (also known as the "Transportation System Plan" or TSP) in 1999. The amendment was acknowledged by the State of Oregon in December of 2003. Conditions have changed between 1999 and 2016: a major regional comprehensive plan known as the "Greater Bear Creek Regional Problem Solving Plan" or RPS was completed; the Fern Valley Interchange project will be completed in a matter of months; and the City has continued to add population and commercial enterprise. Phoenix is growing and evolving, altering in significant ways the assumptions that informed the creation of the current TSP. For many reasons, revision of the current TSP is timely and essential to the future improvement of living conditions and life opportunities for this community.

Work began on this amendment in late 2013 and was completed in late 2015. The proposed amendment consists of a new Transportation System Plan, produced under the direction of a Citizens Advisory Committee (CAC), Technical Advisory Committee (TAC) and the Planning Commission. The TAC included representatives from ODOT, the Rogue Valley Metropolitan Planning Organization, Jackson County, Rogue Valley Transit District, and the Department of Land Conservation and Development. These groups met on multiple occasions throughout the process. Four public meetings were conducted, the final having been conducted in April, 2015. The entire project was supported through a Transportation and Growth Management Grant awarded to the City by ODOT.

Technical research, analysis, and recommendations were provided by an independent consultant, David Evans and Associates (DEA). Over the course of the project, DEA produced 7 technical memoranda (TM):

- TM1 Project Context, Goals, and Baseline Assumptions
- TM2 Existing System Inventory
- TM3 Transportation System Operations
- TM4 Alternatives Evaluation
- TM5 Preferred System Plan
- TM6 Ordinances and Code Changes
- TM7 Complete Street Design Guidelines

In summary, the document establishes broad policy goals and objectives; inventories and evaluates the existing transportation network; proposes a preferred alternative network that addresses known deficiencies; and recommends policies and strategies to implement the



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1 preferred alternative. The preferred alternative or “preferred system plan” addresses
2 pedestrian, bicycle, vehicular, public transportation, and freight travel.
3 Many factors were considered in defining a preferred alternative to replace the current, outdated
4 Transportation System Plan. These factors included community sentiment and desires as well
5 as quantitatively measurable phenomena like observed and projected traffic volumes, crash
6 data, and the operational capacity of existing and proposed network component.
7 The proposed amendment to the City’s current Comprehensive Plan would replace, in its
8 entirety, Section X Transportation Element, adopted by the Phoenix City Council on October 4,
9 1999 and acknowledged by the Department of Land Conservation and Development on
10 December 2, 2003 with the *Transportation System Plan Update, January 2016* attached to this
11 Staff Report.
12

13
14 **II. Review Procedure**
15

16 Amendments to the comprehensive plan require a Type IV Legislative review process according
17 to Table 12: 4.1.2 Summary of Development Decisions/Permit by Type of Decision-making
18 Procedure. Section 4.1.6 of the Phoenix Land Development Code defines that procedure.
19

20 Type IV actions require a “minimum of two hearings, one before the Planning Commission and
21 one before the City Council [...]”. The Department of Land Conservation and Development
22 (DLCD) must be notified of the first public hearing on an amendment to the Comprehensive Plan
23 “at least 35 days before” the hearing. At least 20 days, but no more than 40 days before the first
24 hearing, the following notices must be issued:
25

- 26 1. Each owner of property that would undergo a zone change as a result of the action;
- 27 2. Any affected government agency;
- 28 3. Recognized neighborhood groups affected by the action;
- 29 4. Any person who requests notice in writing; and
- 30 5. All mailing addresses within a manufactured home park, pursuant to ORS 227.175.
31

32 At least 10 days for a scheduled City Council public hearing, notice must be published on the
33 City’s website, at City Hall, and “other locations as appropriate.”
34

35 **Findings of Fact:**

- 36 1. Notice of the proposed comprehensive plan amendment was provided to the DLCD on July
37 2, 2015, and notices of revised submittal were provided on April 1, 2016 and again on June
38 23, 2016.
- 39 2. External agencies including Fire District 5, Jackson County Roads and Parks, ODOT,
40 Jackson County Planning & Development Department, Rogue Valley Sewer District, RVTD,
41 and RVCOG were provided noticed and asked to provide written comments on June 24,
42 2016. (None have been received as of July 8, 2016).
- 43 3. A notice was posted on the City’s website, at City Hall, the community information kiosk, and
44 post office and further publicized through the Planning Department social media outlet.



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- 1 4. No properties are anticipated to need to be "rezoned" as a result of this comprehensive plan
2 amendment.
3 5. There are no recognized neighborhood organizations that will be affected by the proposed
4 amendment. In fact, the City has only 1 active neighborhood organization that is located in
5 the Phoenix Hills/Meadowview subdivision. No transportation projects are proposed within
6 this neighborhood by the updated TSP.
7

8 **Conclusions of Law:**

9 The noticing requirements for a Type IV land use action have been duly performed for the first
10 public hearing. The application **CONFORMS TO THE REQUIREMENTS OF PHOENIX LAND**
11 **DEVELOPMENT CODE** for comprehensive plan amendments.
12

13
14 **III. Standards of Review**

15
16 Section 4.1.6.G of the PLDC defines "Decision-Making Considerations" or Standards of Review
17 for Type IV land use actions. This section requires that the Statewide Planning Goals and
18 Guidelines promulgated under ORS 197 must be met. These include
19

20 Goal 1: Citizen Involvement. To develop a citizen involvement program that insures the
21 opportunity for citizens to be involved in all phases of the planning process.
22

23 Goal 2: Land Use. To establish a land use planning process and policy framework as a basis for
24 all decision and actions related to use of land and to assure an adequate factual base for such
25 decisions and actions.
26

27 Goal 3: Agricultural Lands. To preserve and maintain agricultural lands.
28

29 Goal 4: Forest Lands. To conserve forest lands by maintaining the forest land base and to protect
30 the state's forest economy by making possible economically efficient forest practices that assure
31 the continuous growing and harvesting of forest tree species as the leading use on forest land
32 consistent with sound management of soil, air, water, and fish and wildlife resources and to
33 provide for recreational opportunities and agriculture.
34

35 Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces. To protect natural
36 resources and conserve scenic and historic areas and open spaces.
37

38 Goal 6: Air, Water, and Land Resources Quality. To maintain and improve the quality of the air,
39 water and land resources of the state.
40

41 Goal 7: Areas Subject to Natural Hazards. To protect people and property from natural hazards.
42



Planning & Building

Department

112 W. 2nd Street, Phoenix, Oregon 97535

Office: 541-535-2050

1 Goal 8: Recreational Needs. To satisfy the recreational needs of the citizens of the state and
2 visitors and, where appropriate, to provide for the siting of necessary recreational facilities
3 including destination resorts.

4
5 Goal 9: Economic Development. To provide adequate opportunity throughout the state for a
6 variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

7
8 Goal 10: Housing. To provide for the housing needs of citizens of the state.

9
10 Goal 11: To plan and develop a timely, orderly and efficient arrangement of public facilities and
11 services to serve as a framework for urban and rural development.

12
13 Goal 12: Transportation. To provide and encourage a safe, convenient and economic
14 transportation system.

15
16 Goal 13: Energy Conservation. To conserve energy.

17
18 Goal 14: Urbanization. To provide for an orderly and efficient transition from rural to urban land
19 use, to accommodate urban population and urban employment inside urban growth boundaries,
20 to ensure efficient use of land, and to provide for livable communities.

21
22 Section 4.1.6.G.2 of the PLDC requires that comments from state, local, and federal agencies
23 are considered

24
25 Section 4.1.6.G.3 requires that the impacts of any intergovernmental agreements are
26 considered during the review of an amendment to the Comprehensive Plan.

27
28 Finally, Section 4.1.6.G.4 requires that amendments to the Comprehensive Plan must comply
29 with the standards of review established in Chapter 4.7 – Land Use District Map and Text
30 Amendments. According to Section 4.7.2.B, these criteria include

- 31
- 32 1. The proposed amendment is consistent with the purpose of the subject section and
33 article.
 - 34 2. The proposed amendment is consistent with other Provisions of this Code.
 - 35 3. The proposed amendment is consistent with the goals and policies of the
36 Comprehensive Plan, and most effectively carries out those goals and policies of all
37 alternatives considered.
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1 **Findings of Fact:**

- 2
- 3 1. At the onset of this initiative, a Citizens Advisory Committee was established that met
- 4 throughout the process. The CAC included representation from businesses involved in the
- 5 shipping goods in and out of the City; active transportation advocates; and elected and
- 6 appointed city officials. Later in the process, the City utilized social media to broaden the
- 7 extent of public awareness of the updated TSP and encourage greater community
- 8 involvement. A series of open houses were conducted, the last of which was attended by
- 9 approximately 70 individuals, the majority of whom reside in the City.
- 10
- 11 2. The updated TSP does not propose land use change and therefore has no direct
- 12 relationship to Goals 2, 3, 4, 5, 6, 13, and 14. Nor does the updated TSP significantly alter
- 13 the "land use planning process" or land use "policy framework" already used by the City and
- 14 the State of Oregon.
- 15
- 16 3. Transportation network improvements proposed by the updated TSP are not known or
- 17 anticipated to impact or be impacted by environmentally sensitive lands or lands that are
- 18 uniquely subject to natural hazards (steep slopes, special flood hazard areas, etc.), with the
- 19 exception of projects S-10, B-8, P-8, and P-10, collectively known as "OR-99/Coleman
- 20 Creek Culvert". Other than this project and the future expansion of the transportation
- 21 network into the City's Urban Reserve Areas (S-8 and S-9), the updated TSP does not
- 22 propose significant expansions of the current transportation system. Transportation
- 23 improvement projects within the current UGB would consist of enhancements rather than
- 24 the extension of new infrastructure into undeveloped lands. This greatly reduces the
- 25 likelihood of potential environmental impacts or the possibility that a particular transportation
- 26 facility would be constructed in a location where it is particularly vulnerable to natural
- 27 hazards.
- 28
- 29 4. Neither the current nor the TSP update propose new transportation infrastructure related to
- 30 Goal 8.
- 31
- 32 5. The updated TSP was drafted in consultation with representatives from the shipping and
- 33 logistics industry. The viability of local industries that rely on a transportation network that
- 34 facilitates efficient movement of goods and services was considered when formulating build
- 35 alternatives. The updated TSP also considered the impacts of the current transportation
- 36 network on community economic development goals. Most significant among them is the
- 37 creation of a viable, traditional downtown. TSP projects S-1, S02, S-3, S-11, S-10 and
- 38 associated pedestrian and bicycle projects are primarily intended to support this economic
- 39 and community development goal.
- 40
- 41 6. The updated TSP does not have a direct relationship to Goal 10. Residential lands within
- 42 the City's UGB are served by existing transportation, though improvement of non-motorized
- 43 facilities is needed in some cases.
- 44



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- 1 7. Projects proposed by the updated TSP are designed to meet the needs of existing and
2 future land uses surrounding them. Intensity of use was a key consideration as was the
3 anticipated timing of construction of improvements and facilities. The prioritization process
4 reflects, in part, these factors. Other plans were considered in developing TSP projects
5 including the City's Capital Improvements Plan.
6
- 7 8. Development of the updated TSP was completed under the guidance of a Technical
8 Advisory Committee that included representatives from Jackson County, RVMPO, ODOT,
9 and RVTD. The projects proposed by the TSP were evaluated for consistency with existing
10 and planned transportation facilities operated by these agencies. Projects were found to be
11 consistent with other long range transportation plans such as ODOT's OR-99 Corridor Plan
12 that was adopted in 2015. Comments from these and other agencies were solicited
13 throughout the planning process and taken into consideration in developing the final plan
14 and prioritized project list.
15
- 16 9. Except where new transportation facilities will be required to serve newly urbanized in the
17 City's PH-5 and 10 urban reserve areas, future transportation facilities will use existing right-
18 of-way. Land acquisition requirements for facility improvements are relatively minimal.
19
- 20 10. Except for PH-5 and 10 URAs, no new transportation facilities are planned outside of the
21 City's UGB. These URAs were designated as such through an extensive comprehensive
22 planning process that produced the "Greater Bear Creek Regional Problem Solving Plan" or
23 "RPS" Plan". Non-urbanized lands are screened using a range of factors in order to identify
24 candidate lands for urbanization that would yield the fewest negative environmental, social,
25 economic, and equity impacts. PH-5 and 10 are undergoing further conceptual and land
26 use planning, and one of the goals of that effort is to further minimize negative ESEE
27 impacts.
28
- 29 11. No transportation facilities are planned that would divide agricultural or urban social units.
30 As mentioned in Finding #10, further conceptual planning for PH-5 and 10 URAs is intended
31 to ensure that, among other concerns, transportation facilities avoid these impacts.
32
- 33 12. As mentioned previously, land use types and intensity of use were considered in developing
34 transportation improvement projects. Technical Memoranda 3, 4, and 5 evaluated proposed
35 improvements to the existing transportation network. In particular, TM 4 examines each
36 proposed transportation improvement project in the context of its relative ability to address
37 an identified deficiency (or deficiencies) within the existing transportation system. The
38 projects in the proposed TSP are, therefore, the comparatively best measures identified to
39 address known problems given concerns for traffic congestion, safety, efficient travel, etc.
40

41 **Conclusions of Law:**

42 The requested action is consistent with State Planning Goals and Guidelines **CONFORMS TO**
43 **THE REQUIREMENTS FOR APPROVAL OF AN AMENDEMENT TO THE CITY'S**



Department

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Office: 541-535-2050

1 **COMPREHENSIVE PLAN AS ESTABLISHED BY THE PHOENIX LAND DEVELOPMENT**
2 **CODE.**

3
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5

IV. Staff Recommendation

6 Planning Commission should recommend that the City Council adopt Comprehensive Plan
7 amendment CP15-01 with findings of fact and conclusions of law as presented in this staff
8 report.

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Matt Brinkley, AICP
Planning Director
City of Phoenix
Department of Planning & Building

7-11-12
Date

DRAFT

Transportation System Plan Update 2016

CP15-01

Exhibit 2

**CITY OF PHOENIX
CITY COUNCIL MEETING
PHOENIX URBAN RENEWAL AGENCY
157 S. MAIN STREET
MONDAY, AUGUST 8, 2016
12:00 P.M.**

CALL TO ORDER

Mayor Jeff Bellah called the City Council Meeting for the Interview of the Public Works candidate on Monday, August 8, at 12:00 PM at the Phoenix Urban Renewal Agency offices.

ROLL CALL

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

ABSENT: Stan Bartell

Staff Present: Matt Brinkley, Interim City Manager
Janette Boothe, Interim Finance Director/City Recorder
J. Ryan Kirchoff, City Attorney

Interview and Consideration of Candidate for Public Works Director

City Councilors and staff were present for the candidate's interview. Questions were asked about the candidate's previous work and why he wants to move to Phoenix, as well as what some of his opinions and potential actions would be regarding relevant matters to the City of Phoenix. The candidate stated he likes Phoenix because it is a smaller community with access to natural areas. Throughout his career, he has designed, managed, and implemented projects on a variety of scales to benefit where he lives and works. His engineering experience extends from previous contracting work to directing and building relationships with local contractors. In addition, the candidate has written numerous grants to access funding for such projects. Overall, the candidate for the Public Works Superintendent position has potential to bring valuable experience and perspective to the City of Phoenix.

The meeting adjourned at 1:10 PM

Respectfully submitted,

Janette Boothe

Sarah Lind
Executive Assistant

Interim Finance Director

**City of Phoenix
City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, August 15, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, August 15, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS:

Mayor Bellah asked if all the Councilors got an invitation to the League of Oregon Cities City Hall meeting in Ashland. It will take place at the Council chambers in Ashland at 1175 E Main Street on September 15, 2016. In addition there are a couple of things that were not on the agenda he wanted to bring up, in particular the security issue at the Public Works yard which will be discussed during the City Manager's Report.

CITIZEN COMMENTS

- 1) Kenneth Chard spoke about the possibility of sharing staff and facilities with other jurisdictions as a way to save money.

UPDATES/REPORTS:

- 1) PHURA Mr. Brinkley noted there is a meeting on August 16, 2016 with some important agenda items including an update on property transactions. PHURA did get a response from Pilot Rock. They are still waiting on a purchase and sale agreement from Dollar General, which is between PHURA and the developer. Further discussion followed.
- 2) Parks and Greenway Commission The Greenway presentation will take place Wednesday night at the meeting. On August 24, there will be a Parks Master Plan meeting to go over the Blue Heron Park graph presentations.

ORDINANCES:

- 1) First Reading by Title Only for an Ordinance Amending the Comprehensive Plan Pertaining to the Transportation System Element. Second Reading and Public Hearing Scheduled for Tuesday, September 6, 2016

Mayor Bellah clarified that this deals with the August report for the TSP element of the Comprehensive Plan. Mr. Brinkley explained this reprioritizes the Colman Creek Culvert project that RVACT is considering funding. Further discussion followed. Councilor Luz pointed out the pages of the staff report included in the packet are not the right ones because they were referring to the annexation discussed at the previous City Council meeting. Council opted to table the item until the September 6, 2016 meeting at which there would be an official first reading with the second reading and public hearing scheduled for September 19, 2016.

Paul Kay, of 4495 S Pacific Highway chose to speak about changes he would like to see made to the TSP while being aware that the item will have an official first reading at the September 6 meeting. He will not be able to attend the following meeting but will submit comments in written form. Mayor Bellah clarified with Paul Kay that comments normally would be at the second reading. Mr. Kay asked for clarification on some of the wording of the TSP and proposed some recommendations on individual projects and prioritization.

- 2) Second Reading and Public Hearing of an Ordinance Amending Chapter 5.18 of the Phoenix Municipal Code Pertaining to the Regulations of the Time, Place, and Manner of Commercial Cannabis Facilities This ordinance would allow cannabis facilities engaged in retail distribution to have hours of operation between 8:00 AM and 10:00 PM. Currently, they are allowed to be open until 8:00 PM. Mayor Bellah declared the public hearing.

Mayor Bellah opened the public hearing at 7:01 PM.

THOSE IN FAVOR OF THE ORDINANCE AMENDING CHAPTER 5.18 OF THE PHOENIX MUNICIPAL CODE:

No one spoke in favor of the amendment to chapter 5.18.

THOSE IN OPPOSITION OF THE ORDINANCE AMENDING CHAPTER 5.18 OF THE PHOENIX MUNICIPAL CODE:

No one spoke in opposition of the amendment to chapter 5.18.

Mayor Bellah closed the public hearing at 7:03 PM.

COUNCIL DELIBERATION:

Councilor Sophie asked if any of the neighboring businesses had been asked how the change to the municipal code would affect them. Councilor C. Bartell said many of the businesses closed by 7:00 PM and would not be affected much by the cannabis facilities being open later.

MOVED BY LUZ, SECONDED BY SNYDER, TO APPROVE ORDINANCE NO. 975 AMENDING CHAPTER 5.18 OF THE PHOENIX MUNICIPAL CODE PERTAINING TO THE TIME, PLACE, AND MANNER OF COMMERCIAL CANNABIS FACILITIES.

ROLL CALL VOTE AS FOLLOWS:

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES**

CONSENT CALENDAR:

- 1) Approval of Minutes from August 1, 2016. **MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE THE CONSENT CALENDAR.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES**

UNFINISHED BUSINESS:

- 1) Discussion of Finance Director Position

There were no changes to the job description since the last meeting on August 1, 2016. Mayor Bellah noted that Council may want to make changes to the job description depending on if they decide to hire internally or via open recruitment.

Mr. Brinkley explained the differences in process between open recruitment versus promoting the interim finance director to the position. If Council opted for open recruitment, the potential benefit would be exposure to a larger applicant pool and may get highly qualified applicants. On the other hand, it would take one to two months to complete, in addition to intake and training of the individual. There would be additional costs associated with training. Mr. Brinkley emphasized this option would also risk losing the most qualified candidate. It would also risk delay in establishing a stable city management team because recruitment for a permanent City Manager is still in process.

The benefits of internal promotion would be that no time is needed to train the Interim Finance Director, Ms. Boothe. The candidate works well with other department directors and staff as well as has knowledge about multiple positions within the City. Ms. Boothe brings a great deal of institutional knowledge and continues to work toward the betterment of the City. Mr. Brinkley said it would be beneficial to reward employees who demonstrate commitment to their job and the City. Mr. Brinkley strongly recommended the Interim Finance Director be promoted to Finance Director, whether by an interview process or from Council approval.

Discussion followed. Councilors C. Bartell and S. Bartell noted that Ms. Boothe is a highly qualified candidate and has a good history with the City. Councilor C. Bartell would like to see the recorder duties reflected in Ms. Boothe's contract. Councilor Sophie clarified Ms. Boothe is not on a Union contract so there would be no negotiations with the Union in forming a contract for her to be Finance Director.

MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO OFFER A CONTRACT TO MS. BOOTHE TO FILL THE FINANCE DIRECTOR POSITION/RECORDER WHILE UPDATING THE JOB DESCRIPTION TO REFLECT HER JOB DUTIES.

ROLL CALL VOTE AS FOLLOWS:

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES**

2) Continued Discussion Regarding Public Works Superintendent

Mr. Brinkley talked with the candidate over the weekend and confirmed that his level of interest in the Public Works Superintendent position is very high. They did discuss compensation which is largely consistent. The original hiring range the job was posted at was \$65,000-\$80,000 and the candidate currently earns \$88,000 and is looking to increase his wages. The candidate would be able to prepare bid specifications, drawings, and stamp his own drawings – engineering costs that could be done in house and save the City money in the big picture. Councilor Luz posited the risks of raising the salary – if the candidate did not work out after a year; the City has the potential of a large severance package when letting an employee go. After discussion, Council opted to offer \$90,000 with a performance based contract and an option to renew the contract after one year. An initial contract will be offered and discussed at the special meeting on Wednesday, August 17, 2016. Council also requested an updated resume from the candidate.

NEW BUSINESS:

1) Bridge Medallion Project Update

The medallions will be 36” in diameter each and have nature inspired images related to the City on them such as blue herons, fish, and mountains. Council chose three of the four initial medallion designs. Rob Visel of Starcrystal designs will be doing the engraving on the medallions. Council requested that each medallion say “Phoenix, Oregon” on it.

2) Approval of Bear Creek TMDL Project FY 2016-2017

Mr. Brinkley explained this is something that has to be done to go through phase two of the Clean Water Act. It is an annual expense for the City.

MOVED BY LUZ, SECONDED BY SOPHIE, TO AUTHORIZE THE MAYOR TO SIGN THE INTERAGENCY COOPERATIVE FUNDING AGREEMENT WITH RVCOG FOR THE BEAR CREEK WATERSHED NON-POINT SOURCE POLLUTION (TDML) MONITORING AND IMPLEMENTATION PROJECT FOR FY 2016-2017.

ROLL CALL VOTE AS FOLLOWS:

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES**

STAFF REPORTS:

1) City Attorney’s Report:

- a) Attorney Kirchoff had nothing to report in the open meeting.

2) City Manager's Report:

a) Mr. Binkley announced he will be out next week. Janette Boothe and Derek Bowker will be splitting responsibilities of the City Manager for that week. For the Medford Water Commission update, the small cities all met last week to discuss peak daily usage and what that means for local water systems. The contract with Medford Water Commission currently sets the peak maximum slightly above what the actual daily maximum is. Further discussion followed. The City will have to renew its agreement with Rogue Disposal. Public Works has had both authorized and unauthorized access – two weeks ago, the former property owner asked for the key to the gate to have access to the field adjacent to Public Works. There was no written agreement of this and technically it can be considered trespassing. Over the weekend (August 12-13), the gate had been forced open and left open until Monday morning. Public Works is a secure facility that does have public access during open hours, but is not open access at all hours. Mr. Brinkley encountered the individual seeking access to the field via the gate and informed him that he can have access once more to remove the equipment at an appointed time. Further discussion followed. Chief Bowker said he could talk to the District Attorney about the trespassing and Council members agreed that access would be permitted one more time and only one time to allow for removal of well-drilling equipment.

COUNCIL ITEMS, COMMENTS/REPORTS:

Mayor Bellah brought up the recent water testing that took place at three unoccupied homes which all had high levels of lead. Mr. Brinkley explained the high levels of lead were due to water sitting for extremely long periods of time – some for six months, some for up to five years. Presumably these houses were tested because they are unoccupied. Water needs to sit for roughly six to twelve hours before testing for accurate tests of levels of lead and other substances. There will be tests done both at the tap and at the meter of different houses to ascertain more accurate results. Homeowners have to consent to the tests. The City does test for lead every three years, but only in homes build between 1982-1991.

Councilor Helfrich inquired whether the landscaping on Bolz Road is City or ODOT responsibility. Mr. Brinkley replied it is ODOT's responsibility to establish it and the City will maintain the landscaping after the project is completed.

Councilor Sophie noted that on September 8, 2016, Myrtle Creek will be discussing tiny homes as housing solution for homeless individuals.

The meeting adjourned at 8:40 PM.

Respectfully submitted,

Janette Boothe

Sarah Lind
Executive Assistant

Interim Finance Director

**City of Phoenix
Special City Council Meeting
Public Works Office
1000 S. "B" Street
Wednesday, August 17, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the special meeting of the City Council to order on Wednesday, August 17, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS:

a) Bear Creek Greenway Maintenance and Agreement Presented by Jenna Marmon

Ms. Marmon works for Jackson County and is presenting on the Joint Powers Agreement which was signed in February of 2008 to provide for the consistent financial support, management, maintenance and promotion of the greenway. The JPA includes Ashland, Medford, Talent, Phoenix, Central Point, and Jackson County. She has visited with the other city parks commissions and shared the presentation for feedback on the agreement. Ms. Marmon's presentation covered the main points of the JPA, including the three elements reevaluated every three years: the Bear Creek management plan, funding table, and staff support. The City of Phoenix currently contributes \$2,600/year toward staffing due to a smaller population center when the JPA was formed.

The goal is to go through the management plan, form the agreement based on it, and bring it back to Council for approval. It's a five year plan (2017-2021) which includes routine maintenance, jurisdictions, specific needs, root and pavement repair, and cost estimates. The previous management plan included public input on things such as benches and trash cans. Ms. Marmon will return between November and January to bring the final draft of the agreement to Council which would go into effect August 1, 2017. Her staff recommendation would be to hire the community service crew 12 days per month for routine greenway maintenance. Ongoing major maintenance includes bridge preservation, pavement preservation, and root repair.

NEW BUSINESS:

a) Approval of Rules and Regulations for Executive and Supervisory Contract

Mr. Brinkley explained this is for the purpose of having a unified common executive compensation contract. It provides one set of rules that applies to all contracts for executive staff. However, there will need to be some flexibility in individual cases, particularly in the process of trying to attract and hire new, qualified employees. Discussion followed on which executive positions to include in a unified contract as well as an overview of changes Council may like to see.

b) Review and Approval of Terms and Conditions of Public Works Director Contract

Council reviewed the pros and cons for the salary they would like to offer to the Public Works Superintendent applicant. Council and staff discussed the issue of severance pay should that situation arise. After further discussion, Council approved the terms and conditions for the Public Works Director contract. The candidate would be offered a one-time relocation bonus of \$2,000, a performance bonus at the end of years one and two, four weeks of leave, and a starting salary of \$90,000.

The meeting adjourned at 8:32 P.M.

Respectfully submitted,

Janette Boothe

Sarah Lind
Executive Assistant

Finance Director

AGENDA BILL

10A

AGENDA ITEM: _____

AGENDA TITLE: Approval of a Liquor License for Pizzatori LLC, 721 Main St C3, Phoenix OR 97535.

DATE: September 6, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION:

Rick Hobson, owner of Pizzatori LLC, 721 Main St. C3, is requesting Council approve his application for Off-Premise sales. Pizzatori LLC is applying as a limited liability company. A copy of his application was sent to the Police Chief and Planning Director on July 18, 2016. The application was reviewed and approved by Chief Derek Bowker on July 18, 2016. On August 1, 2016 the item was brought before City Council. Council chose to wait to approve the item until the business license and all other processes were approved for the new business.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve Mr. Hobson’s application for a liquor license at the September 6, 2016 City Council Meeting.

MOTION: “I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LIQUOR LICENSE FOR PIZZATORI LLC FOR OFF PREMISES SALES ON SEPTEMBER 6, 2016.”

PREPARED BY: Sarah Lind REVIEWED BY: _____



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

UP OR
m m

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

_____ (name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____ (signature) _____ (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: Yes No

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

① Pizzatori LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Pizzatori

3. Business Location: 721 Main St C3 Phoenix Jackson OR 97535
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: P.O. Box 111 Phoenix OR 97535
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-897-4455
(phone) (fax)

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

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

8. Former Business Name: _____

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

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

11. Contact person for this application: Rick Hobson 541-897-4455 541-621-5111
(name) (phone number(s))
3881 Mallard Lane 97504 rick@pizzatori.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① Rick Hobson Date 7-12-16 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

AGENDA BILL

AGENDA ITEM: 11 A

AGENDA TITLE: Liquor License Application for Sushi and Bento

DATE: September 6, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX _____

INFORMATION: _____

EXPLANATION:

Chu Jun, owner of Sushi and Bento at 721 N Main Street, Suite G-7, is requesting Council approve her application for Limited On-Premise sales. A copy of the application was sent to the Police Chief and Planning Director on August 1, 2016. The application was reviewed and approved by Chief Derek Bowker on August 1, 2016. At the City Council meeting on August 15, Council chose to wait to approve the liquor license until all paperwork and necessary processes were completed by the new business.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve the liquor license application for Sushi and Bento at the September 6, 2016 City Council meeting.

MOTION: "I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LIQUOR LICENSE FOR SUSHI AND BENTO FOR LIMITED ON PREMISE SALES ON SEPTEMBER 6, 2016."

PREPARED BY: Sarah Lind REVIEWED BY: _____

AGENDA BILL

AGENDA ITEM: 11 B
AGENDA TITLE: 1st St Waterline Project Bid
DATE: 9/05/16

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: X

INFORMATION: _____

EXPLANATION:

On August 11, 2016 bids were received and opened for the 1st St Storm Drain replacement and Sidewalk installation project. There was only 1 bid received. City Engineer's estimate of cost was \$100,000 to \$150,000.

Kogap Enterprises, Inc. - \$163,307.00

FISCAL IMPACT:

Majority of funds to come from Capital Improvements.

ALTERNATIVES:

None offered.

STAFF RECOMMENDATION:

MOTION: "."

PREPARED BY: Theresa Syphers

REVIEWED BY: _____

**OMISSIONS AND AMBIGUITIES ON THE BID SUBMISSION WILL BE
CONSIDERED GROUNDS FOR REJECTION.**

CONTRACTOR CERTIFICATIONS

(Must be signed and included with Bid Proposal)

We hereby certify that we have carefully examined the Contract Documents for the activity required by the specifications and will, if a trade contract, furnish all machines, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents.

We hereby certify that if our Proposal is accepted, we will sign the Contract within ten (10) calendar days after Notice of Award, and at that time, will deliver to the City of Phoenix the Performance and Payment Bond.

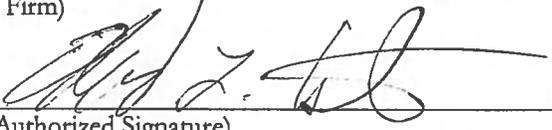
NON-COLLUSION AFFIDAVIT

We hereby certify that the bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and we further certify that we have not directly or indirectly induced or solicited any bidder or suppliers to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

We hereby agree to furnish to the City of Phoenix, before commencing the work under this Contract, the certificates of insurance, as specified in these documents.

We hereby certify that we will represent and warrant all work done by our subcontractors and that the work will be done in a good workmanlike manner under our direct supervision. We will notify the City of Phoenix, prior to any subcontract work being done, and provide the name of the subcontractor or subcontractors to be used and the percentage of work that each subcontractor will perform.

KOGAP Enterprises Inc.
(Name of Firm)

By: 
(Authorized Signature)

Title: V. P. OF DEVELOPMENT

PRIME CONTRACTOR NAME KOGAP Enterprises, Inc.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECTS OVER \$100,000.00
(ORS 279C.370)**

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor (**furnishing labor**) is greater than or equal to: (i) 5% of the project bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, you must separately disclose the following information about that Subcontractor Listing within two (2) hours of bid closing:

- (1) The subcontractor's name and address,
- (2) The subcontractor's Construction Contractor Board registration number, if one is required,
- (3) Dollar amount of work.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. THE BIDDER MAY SUBMIT THE DISCLOSURE FORM WITHIN THE BID PACKAGE, BY SEPARATE ENVELOPE OR BY FACSIMILE.

City of Phoenix – 1st Street Improvements

Bid Closing Date: July 14, 2016

Time (PM): 2:00 PM PST

Contractor Name & Address	Work Type	CCB Number	Amount
Precision Curbs & More Eagle Point, OR 97524	Concrete	169485	34,510 ⁻

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "None" on the above contractor listing.

**THE CITY OF PHOENIX MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THIS
DISCLOSURE FORM
WITHIN TWO (2) HOURS OF THE BID CLOSING.**

PROPOSAL

Contractor: KOGAP Enterprises Inc.

City: Medford, Oregon

Date: Aug 10, 2016

The City Council

City of Phoenix
1000 South B Street
Phoenix, OR 97535

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform the contract, within the time stipulated, if this project is accepted, including all its component parts and everything required to be performed. The undersigned bidder proposes to provide and furnish any and all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, and to complete in a workmanlike manner all the work covered by the contract in connection with City of Phoenix's project, designated as 1st Street Improvements, all as required by and in strict conformance with the specifications, contract plans, and the standard plans for the following unit prices.

Note: Unit prices of all items, all extensions and total amount of bid must be shown.

SCHEDULE OF PRICES

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
00200 TEMPORARY FEATURES AND APPURTENANCES					
10 - 00210	MOBILIZATION	LS	1	25,000 ⁻	25,000 ⁻
20 - 00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	2000 ⁻	2000 ⁻
30 - 00280	EROSION AND SEDIMENT CONTROL	LS	1	500 ⁻	500 ⁻
00300 ROADWORK					
40 - 00305	CONSTRUCTION SURVEY WORK	LS	1	1700 ⁻	1700 ⁻
50 - 00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	5400 ⁻	5400 ⁻
60 - 00320	CLEARING AND GRUBBING	LS	1	1350 ⁻	1350 ⁻
70 - 00330	GENERAL EXCAVATION	CY	350	18 ⁻	6300 ⁻
80 - 00350	SUBGRADE GEOTEXTILE	SY	450	2 ⁻	900 ⁻
00400 DRAINAGE AND SEWERS					
90 - 00445	12-INCH STORM SEWER PIPE, CLASS B BACKFILL	LF	299	43 ⁻	12857 ⁻
100 - 00445	12-INCH STORM SEWER PIPE, C900 PVC, CLASS B BACKFILL	LF	235	40 ⁻	9400 ⁻
110 - 00445	12-INCH STORM SEWER PIPE, DUCTILE IRON, CLASS B BACKFILL	LF	31	70 ⁻	2170 ⁻
120 - 00445	12-INCH STORM SEWER PIPE, CLASS E BACKFILL	LF	63	50 ⁻	3150 ⁻
130 - 00470	CONCRETE MANHOLES	EACH	3	2200 ⁻	6600 ⁻
140 - 00470	CONCRETE INLETS, TYPE 4A	EACH	4	1265 ⁻	5060 ⁻
150 - 00470	CONCRETE INLETS, TYPE 2 1/2 A	EACH	1	1165 ⁻	1165 ⁻
160 - 00470	CONCRETE INLETS, TYPES G-2MA	EACH	1	1165 ⁻	1165 ⁻
170 - 00470	CATCH BASINS, 12-INCH SQUARE METAL	EACH	2	600 ⁻	1200 ⁻
180 - 00490	ADJUSTING BOXES	EACH	8	230 ⁻	1840 ⁻
190 - 00490	CONNECTION TO EXISTING STRUCTURES	EACH	4	550 ⁻	2200 ⁻

00600 BASES					
200 - 00641	AGGREGATE SUBBASE, 4-INCH-MINUS	TON	395	25 ⁻	9875 ⁻
210 - 00641	AGGREGATE BASE, 1-INCH-MINUS	TON	160	49 ⁻	7840 ⁻
00700 WEARING SURFACES					
220 - 00744	LEVEL 2, ½-INCH DENSE, ACP	TON	70	150 ⁻	10500 ⁻
230 - 00749	EXTRA FOR ASPHALT APPROACHES	EACH	3	1000 ⁻	3000 ⁻
240 - 00749	EXTRA FOR PEDESTRIAN LANDINGS	EACH	1	500 ⁻	500 ⁻
250 - 00759	CONCRETE DRIVEWAYS	SF	940	9 ⁻	8460 ⁻
260 - 00759	CONCRETE WALKS	SF	2320	5.50 ⁻	12760 ⁻
270 - 00759	CONCRETE CURBS, CURB AND GUTTER	LF	625	26 ⁻	16250 ⁻
00800 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES					
280 - 00865	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	LF	580	4.25 ⁻	2465 ⁻
290 - 00867	PAVEMENT BAR, TYPE B-HS	SF	20	10 ⁻	200 ⁻
300 - 00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	2	300 ⁻	600 ⁻
01000 RIGHT OF WAY DEVELOPMENT AND CONTROL					
310 - 01030	LAWN SEEDING	SY	50	4 ⁻	200 ⁻
320 - 01040	TOPSOIL	CY	10	70 ⁻	700 ⁻

TOTAL BID

163,307.⁰⁰

Total amount in words One Hundred Sixty Three Thousand
Three Hundred Seven

Signed by: _____



ADDENDA CERTIFICATIONS

MISTAKES IN BIDS

THE SECTIONS FROM THE OREGON ATTORNEY GENERAL MODEL PUBLIC CONTRACT RULES
ARE HEREIN MADE PART OF THE CONTRACT DOCUMENTS

ADDENDA: We hereby certify that we did receive the following Addenda to these specifications:
_____ through _____.

KOGAP Enterprises Inc
CONTRACTOR

8/11/16
DATE

MISTAKES IN BIDS

General.

Clarification or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the public agency or the fair treatment of other bidders.

Mistakes Discovered After Bid Closing but Before Award.

This subsection prescribes procedures to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- **Minor Informalities.**

Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price. Examples include, but are not limited, to the failure of a bidder to:

- Return the number of signed bids or the number of other documents required by the bid documents;
- Sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- Acknowledge receipt of an addendum to the bid documents, but only if:
 - It is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
 - The addendum involved did not affect price, quantity, quality, or delivery.

- **Mistakes Where Intended Correct Bid is Evident.**

If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ _____ which is not less than five percent (5%) of the total bid.

Sign Here: _____

(Or complete the following if using a bid bond)

BID BOND

Know all men by these presents, that we Kogap Enterprises, Inc. as Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Phoenix, Oregon, as obligee in the penal sum of Five percent of the total amt bid (5%) dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for 1ST STREET IMPROVEMENTS, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed and dated this 8TH day of August, 2016.

Principal Kogap Enterprises, Inc.
[Signature]

Surety Travelers Casualty and Surety Company of America

[Signature]
Bonnie Riddle, Attorney-In-Fact

Return of deposit in the amount of \$ _____

Date _____

By _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230921

Certificate No. 006826349

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joyce Bjorge, Amanda C. Webb, Ann Triebwasser, Bonnie Riddle, Karl Choltus, Gary Haggerty, and Kara Drechsler

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

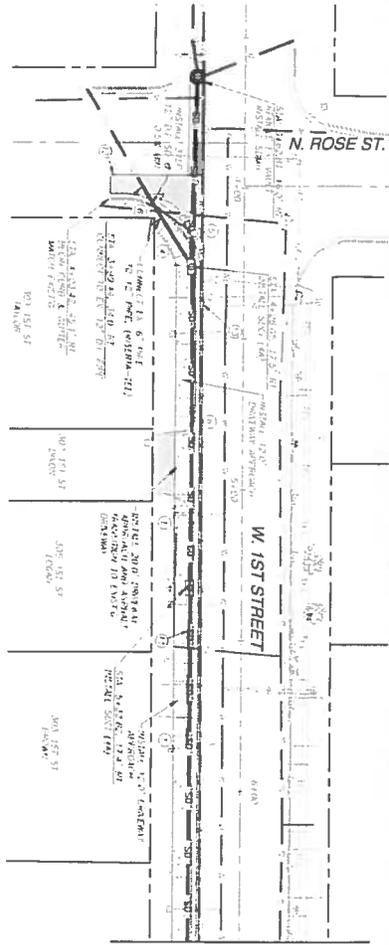
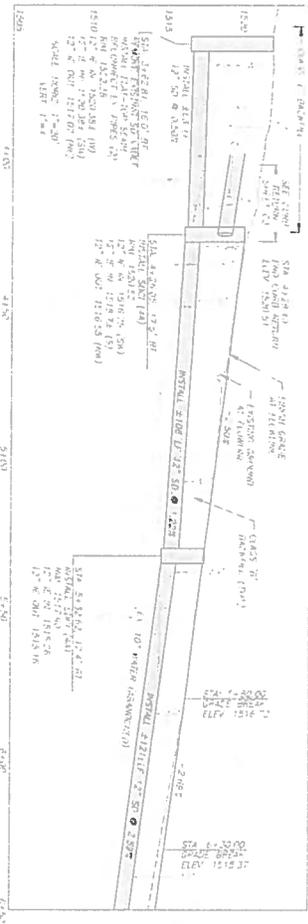
On this the 7th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

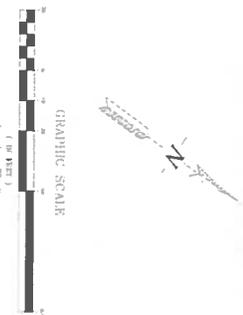


[Signature]
Marie C. Tetreault, Notary Public

**FLOW LINE
16' RIGHT OF CL**



MATCHLINE STA 6+50
SEE SHEET C-2



KEY NOTES

- (1) ADJUST WIDTH OF TOP TO BE EQUAL WITH SIDEWALK
- (2) EXIST'G SIDEWALK AS NOTED
- (3) EXIST'G SIDEWALK
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- (100) EXIST'G SIDEWALK

STATION	ELEVATION	GRADE	VERTICAL CURVE DATA
6+50.00	12.50	12%	12% SAG
6+55.00	12.50	12%	12% SAG
6+60.00	12.50	12%	12% SAG
6+65.00	12.50	12%	12% SAG
6+70.00	12.50	12%	12% SAG
6+75.00	12.50	12%	12% SAG

NOT TO SCALE
THESE DIMENSIONS AND ELEVATIONS ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD AND SHALL BE RESPONSIBLE FOR ANY CORRECTIONS. THE CITY OF PHOENIX SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

NO.	DATE	BY	REVISIONS
1	12/15/2015	JAB	ISSUED FOR PERMIT
2	12/15/2015	JAB	REVISED PER CITY COMMENTS

**CITY OF PHOENIX
1ST STREET IMPROVEMENTS**

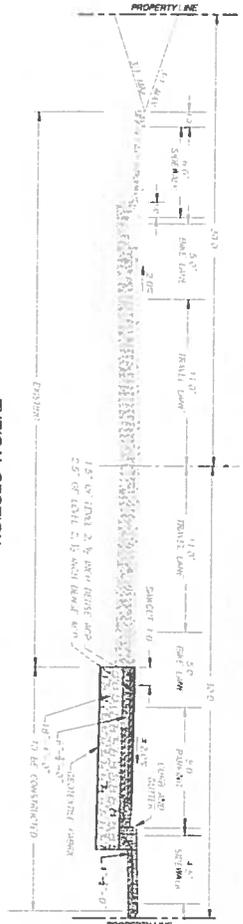
**PLAN AND PROFILE
ROSE ST. TO STA: 6+50**

RH2
RHEING-NEERING, INC.
1807 W. BROADWAY
PHOENIX, AZ 85007
TEL: 602.254.1100
WWW.RH2.COM

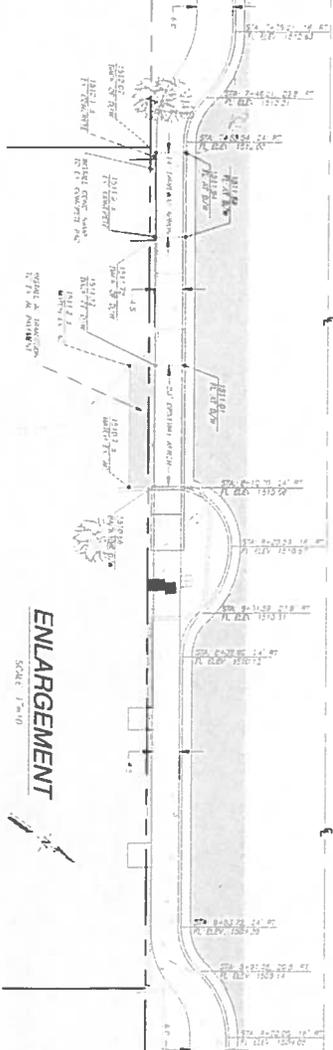
REGISTERED PROFESSIONAL ENGINEER
NO. 12847
STATE OF ARIZONA
C. H. HERRING
1807 W. BROADWAY
PHOENIX, AZ 85007
TEL: 602.254.1100
WWW.RH2.COM



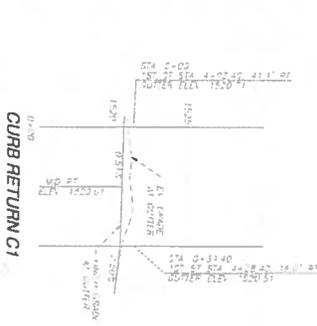
TYPICAL SECTION
SIX 4'-2.5\"/>



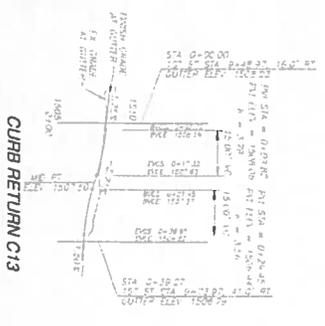
TYPICAL SECTION
SIX 4'-2.5\"/>



ENLARGEMENT
SCALE 1"=10'



CURB RETURN C1



CURB RETURN C13

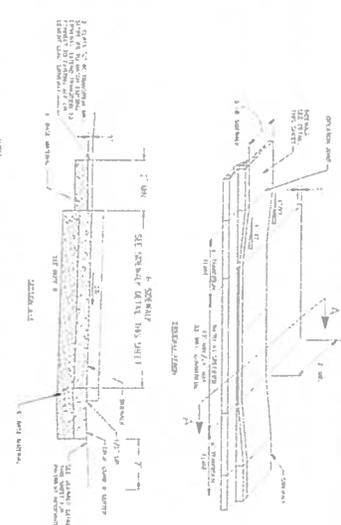
CURB RETURNS
SCALE 1/8"=1'-0"

NO.	DATE	DESCRIPTION	BY	CHKD.

CITY OF PHOENIX
1ST STREET IMPROVEMENTS

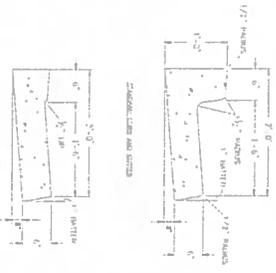
TYPICAL SECTIONS
AND CURB RETURNS

RH2 ENGINEERING, INC.
1000 N. CENTRAL AVENUE, SUITE 200
PHOENIX, AZ 85004
TEL: 602.254.1111
WWW.RH2ENGINEERING.COM



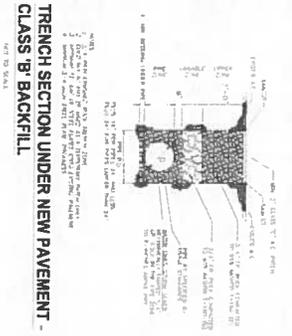
- NOTES:**
- 1) ESTABLISH PROJECTIONS AND VERTICAL SECTIONS THROUGH SECTION 5, SHALL HAVE A FINISH
 - 2) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS AND DRIVEWAY APRONS
 - 3) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 4) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 5) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 6) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 7) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 8) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 9) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS
 - 10) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL DRIVEWAY APRONS

FULLY LOWERED SIDEWALK DRIVEWAY APRON DETAIL



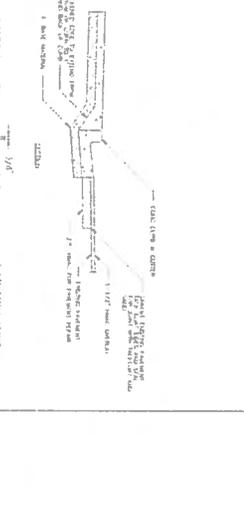
- NOTES:**
- 1) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 2) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 3) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 4) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 5) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 6) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 7) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 8) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 9) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 10) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS

CURB AND GUTTER DETAIL



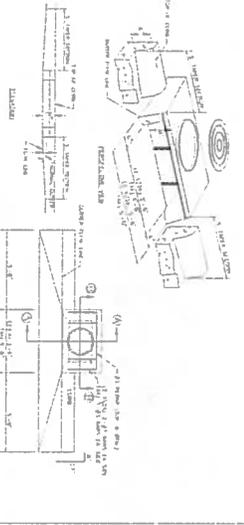
- NOTES:**
- 1) TRENCH SHALL BE 18" DEEP
 - 2) TRENCH SHALL BE 18" DEEP
 - 3) TRENCH SHALL BE 18" DEEP
 - 4) TRENCH SHALL BE 18" DEEP
 - 5) TRENCH SHALL BE 18" DEEP
 - 6) TRENCH SHALL BE 18" DEEP
 - 7) TRENCH SHALL BE 18" DEEP
 - 8) TRENCH SHALL BE 18" DEEP
 - 9) TRENCH SHALL BE 18" DEEP
 - 10) TRENCH SHALL BE 18" DEEP

TRENCH SECTION UNDER EXISTING PAVEMENT - CLASS 'E' BACKFILL



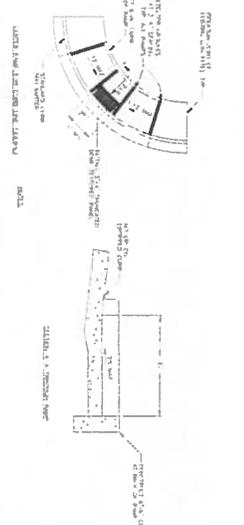
- NOTES:**
- 1) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 2) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 3) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 4) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 5) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 6) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 7) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 8) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 9) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 10) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS

SIDEWALK DETAIL



- NOTES:**
- 1) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 2) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 3) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 4) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 5) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 6) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 7) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 8) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 9) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 10) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS

CONCRETE CURB INLET DETAIL



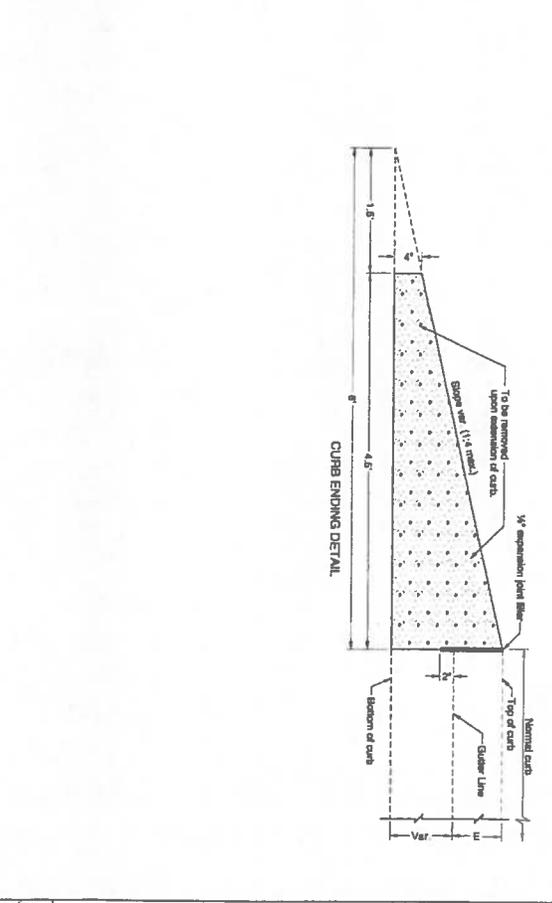
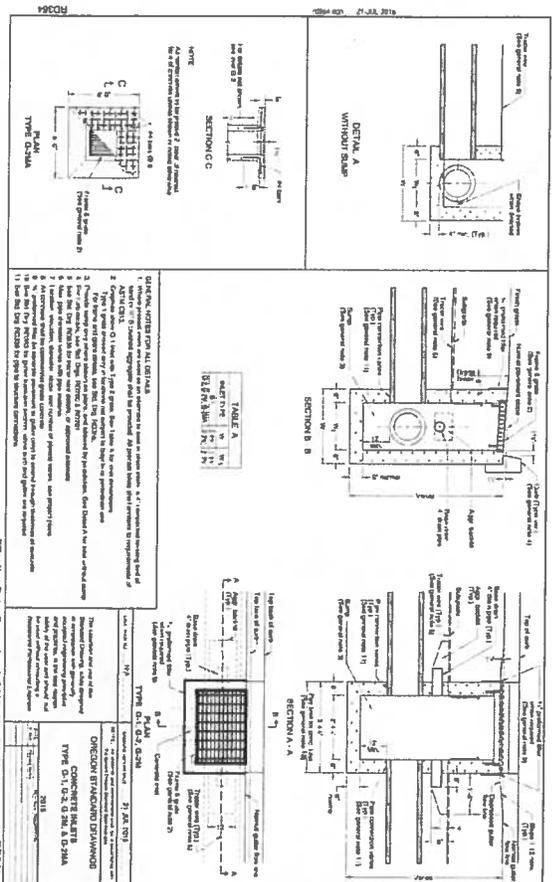
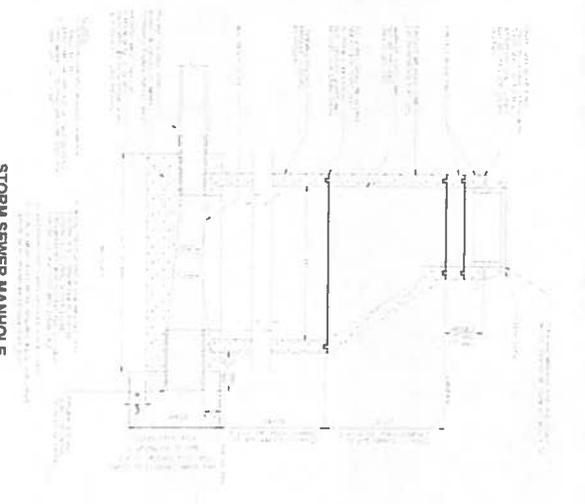
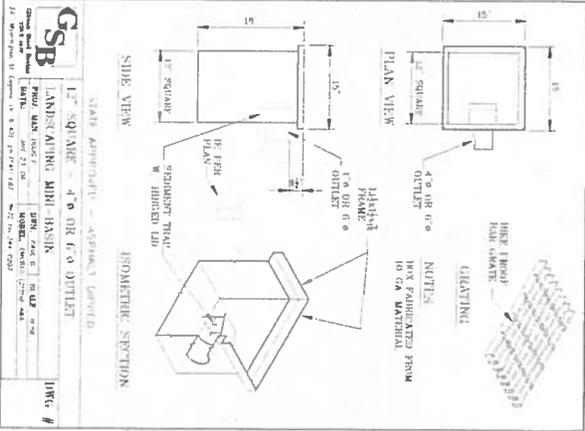
- NOTES:**
- 1) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 2) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 3) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 4) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 5) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
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 - 9) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS
 - 10) 1/2" MIN. CONC. FINISH SHALL BE USED FOR ALL CURBS

ADA CURB RAMP DETAIL

NO.	DATE	DESCRIPTION	BY	CHKD.
1	12/15/2015	ISSUED FOR PERMITS	...	...
2	12/15/2015	ISSUED FOR PERMITS	...	...
3	12/15/2015	ISSUED FOR PERMITS	...	...
4	12/15/2015	ISSUED FOR PERMITS	...	...
5	12/15/2015	ISSUED FOR PERMITS	...	...
6	12/15/2015	ISSUED FOR PERMITS	...	...
7	12/15/2015	ISSUED FOR PERMITS	...	...
8	12/15/2015	ISSUED FOR PERMITS	...	...
9	12/15/2015	ISSUED FOR PERMITS	...	...
10	12/15/2015	ISSUED FOR PERMITS	...	...

CITY OF PHOENIX
1ST STREET IMPROVEMENTS
DETAILS

RH2
ENGINEERING, INC.
PHOENIX, AZ
1945 W. BUCKLEBOURNE DRIVE
PHOENIX, AZ 85024



NO.	DATE	DESCRIPTION
1	12/15/2015	ISSUED FOR PERMITS
2	12/15/2015	REVISED PER COMMENTS
3	12/15/2015	REVISED PER COMMENTS
4	12/15/2015	REVISED PER COMMENTS
5	12/15/2015	REVISED PER COMMENTS
6	12/15/2015	REVISED PER COMMENTS
7	12/15/2015	REVISED PER COMMENTS

CITY OF PHOENIX
1ST STREET IMPROVEMENTS



AGENDA BILL

AGENDA ITEM: 11 C

AGENDA TITLE: Approval of Personnel Agreement with Finance Director/City Recorder

DATE: September 6, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION:

Please see the attached personnel agreement for the Finance Director/City Recorder. At the previous City Council meeting on August 15, 2016 Council voted that the Interim Finance Director, Janette Boothe, be promoted to Finance Director/City Recorder.

FISCAL IMPACT:

Budgeted for; proposed salary for Finance Director is \$72,500. The previous Finance Director Salary was approximately \$81,000 at the time of separation.

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve the personnel agreement with the Finance Director/City Recorder.

MOTION: "I MOVE TO APPROVE THE PERSONNEL AGREEMENT WITH THE FINANCE DIRECTOR/CITY RECORDER."

PREPARED BY: Sarah Lind REVIEWED BY: _____

**Agreement for Employment
as
Finance Director, City of Phoenix, Oregon**

This Agreement for Employment as Finance Director for the City of Phoenix, Oregon ("Agreement") is made and entered into on the last day written below, by and between the City of Phoenix, Oregon, an Oregon municipal corporation (the "City") and Janette Boothe.

Recitals

- A.** City is in need of a Finance Director to oversee and administer the duties and functions described herein and in Exhibit A, Position Description, attached hereto.
- B.** City desires to employ a Finance Director for this position, and Janette Boothe desires to accept such employment subject to the terms and conditions of this Agreement.

Agreement

Section 1. Employment, Cash Compensation and Benefits

1.1 Employment

1.1.1 General. Janette Boothe is (hereinafter, "Employee") employed by City for the position of Finance Director of City of Phoenix, Oregon. Any change in her position at the City shall not affect the enforcement of this Agreement unless agreed to by the parties by addendum to this Agreement.

1.1.2 Hours. Employee is expected to work a regular work week of forty (40) hours, distributed evenly over the work week to the extent practicable. However, Employee is expected to work additional hours as necessary or advisable to perform the Finance Director duties satisfactorily. Employee understands that he is an at-will and professional employee exempt from the payment of overtime under the federal Fair Labor Standards Act and Oregon law. No compensatory time shall be granted for hours worked in excess of forty (40) hours per week unless allowed by law and approved in advance by the City.

Excepting vacations and leave, the Director shall be physically available at all times for the City as circumstances dictate, and should live within thirty minutes of the City, or otherwise be able to respond in such time to the satisfaction of the City Council. Distances that exceed thirty minutes in time for a response may be otherwise approved by the City Council.

1.1.3 General Duties and Standards. Under the general supervision of the City Manager or other officials designated by the City Manager, and subject to City ordinances and policies, Employee shall perform the duties and assume the responsibilities described herein and in Exhibit A. In addition to the duties and obligations stated herein, Employee shall comply and be subject to all ordinances, laws and policies applicable to non-union employees of the City.

Employee shall at all times perform her duties and obligations in accordance with the highest professional and ethical standards.

1.1.4 Compliance with City Policies. Employee shall at all times comply with all instructions, rules and standards of the City, including any policies set forth in any employee handbook, policy manual or other personnel policy, which may from time to time be adopted or amended by City, provided that nothing contained in any employee handbook, policy manual or other personnel policy otherwise concerning Employee shall supersede the provisions of this Agreement. Where in conflict, the terms and conditions of this Agreement supersede those of any other policy document.

1.1.5 Employment at Will. Employee's employment with City is terminable at will, either by Employee himself, or by the City, regardless of the length or nature of the employment, the actual or perceived performance of Employee, the granting of benefits of any kind, the adoption or modification of any employee handbook, policy manual or other personnel policy, any oral promise, or the establishment of any policy (whether written or unwritten) of progressive discipline. No relationship of employment other than on a strictly "at will" basis has been expressed or implied, and no circumstances arising out of employment will alter Employee's "at will" employment relationship unless unambiguously expressed in writing, with the understanding specifically set forth and signed by Employee and City.

1.2 Cash Compensation. Finance Director's initial compensation shall be in the gross amount of \$72,500.00 for the first year of employment, before withholding for taxes, FICA and any other deductions. Salary shall be paid on the same schedule as full-time regular City employees.

After the completion of the first year of employment, Employee shall thereafter receive an annual cost of living adjustment in the same amount as other department directors/employees received on July 1, 2017. Thereafter, Employee shall receive an annual cost of living adjustment based on performance evaluations and at the discretion of the City Manager.

1.3 Other Benefits

1.3.1 General. Except as stated herein, during her employment with the City, Employee is entitled to the benefits provided in this Agreement in addition to the benefits provided to other non-union City employees, unless express reference is made herein to specific benefits described in documents applicable to said employees, including, without limitations, any agreement with any employee collective bargaining unit, the City of Phoenix Personnel Manual, and any employee handbook, policy manual or other personnel policy, any oral promise, or the establishment of any policy (whether written or unwritten).

1.3.2 Health and Dental Plan. City shall provide Employee health and dental benefits consistent with those provided for full-time regular City Finance Department employees as described in Section 15.1, 15.2, and 15.3 of the 'City of Phoenix Finance Department And Teamsters Local 223 Collective Bargaining Agreement January 2014 to December 2016. Consistent with the status of the City Finance Department employees, Employee shall be responsible for applicable deductible payments, co-payments, optional services and other payments not considered part of the applicable health plan. The parties recognize that Employee is not a member of the Teamsters Local 223 or any other union, but have agreed to use the Collective Bargaining Agreement as a reference point solely as a matter of convenience to establish Employee benefits.

1.3.3 Medical Savings Account: The City agrees to contribute into VEBA (Voluntary Employee Beneficiary Association) an amount equal to that of other employees.

1.3.4 Paid Time Off. Except as provided below, Employee is entitled to three weeks of paid vacation per year.

Nothing in this Section shall be construed to modify the at will status of Finance Director pursuant to Section 1 above. In the event of conflict, the provisions of those section 1 provisions of this Agreement shall prevail. If and upon material breach of this Agreement by Employee, including the provisions requiring advanced notice of termination to the City by Employee, any pay out of accrued vacation benefits as of that date shall be reduced by 8 (eight) hours for each work (not calendar) day for which advanced notice was not timely, to be capped at eighty (80) hours. Employee expressly recognizes that such forfeiture of accrued vacation time upon termination of employment by Employee may be inconsistent with City personnel policies and hereby otherwise agrees to same.

1.3.5 Retirement Plan. Employee shall participate in the Oregon Public Employees Retirement System (PERS) according to the rules and regulations of PERS.

Employee has option to contribute, at her expense, to ICMA 457 Deferred Compensation Plan.

1.3.6 Reimbursement of Expenses. City shall reimburse Employee for reasonable travel, lodging, meals and incidental expenses incurred while attending events and educational opportunities approved in advance by City, subject to any limitations set forth in City policies. Employee shall provide appropriate documentation of claimed expenses consistent with IRS requirements. In addition, all expenses shall be documented on a form approved by City. Any air travel shall be coach class booked as far in advance as practicable to take advantage of discounted ticket sales. Travel by automobile shall be compensated at the standard IRS mileage rate in effect at the time of travel for business deductions for self-employed individuals.

1.3.7 Additional Benefits Not Generally Provided to other City Employees. This Agreement may provide benefits to Employee that are not provided to other City employees. Any such benefits must be expressly identified in this Agreement or they are not valid.

Section 2. Term

2.1 General. The term of this Agreement (the "Term") commences on the date the City signs this Agreement, (the "Commencement Date") and is continuous until notified by either party of a separation or termination date.

2.2 Termination for Convenience

2.2.1 General. In addition and subject to Employee's at-will status, the Employee may terminate this Agreement at any time for any reason at her convenience without cause upon (30) thirty calendar (or more) days' prior written notice to the City.

If and upon material breach of this Agreement by Employee, including the foregoing provisions requiring advanced notice of termination to the City by Employee, any pay out of accrued vacation benefits as of that date shall be reduced by 8 (eight) hours for each work (not calendar) day for which advanced notice was not timely, to be capped at eighty (80) hours. Employee expressly recognizes that such forfeiture of accrued vacation time upon termination of employment by Employee may be inconsistent with City personnel policies and hereby otherwise agrees to same.

The City may terminate this Agreement upon written notice by the City. In the event of such termination, Employee shall receive a severance payment in the amount of ninety-days (90) pay.

2.3 Termination for Cause. Employee shall also be terminable for cause. Nothing in this section or agreement, including, without limitation, shall prevent the City from exercising its rights to place the employee on administrative leave for any purpose whatsoever, including, but not limited to the circumstances delineated in sections one through eight below. In any event, cause for termination shall consist of a good-faith determination by City of a sufficient cause for termination based on facts reasonably believed by City to be true and not for any arbitrary, capricious, or illegal reason.

- (i) Any revocation or suspension of Employee's license to practice Professional Engineering license, loss of ability to practice or function as Employee hereunder by any governmental or regulatory authority.
- (ii) Willful failure of Employee to comply with any applicable law, regulation or ruling of any governmental agency or court of competent jurisdiction.
- (iii) Arrest, conviction of, or confession by Employee to embezzlement, theft, fraud, any other tort or crime involving moral turpitude, or any felony.
- (iv) Mental or physical incapacity or other disability that substantially impairs or prevents Finance Director from actively and competently performing Finance Director's duties hereunder. No court order shall be necessary to establish incapacity or other disability under this section.
- (v) Basic inability of Finance Director to perform her duties as Finance Director effectively for any reason whatsoever.
- (vi) Material breach of this Agreement of any kind by Finance Director.
- (vii) Breach of or inability to adhere to any requirement set forth in Section 4 below.
- (viii) Other events reasonably constituting cause for termination.

2.4 City Prerogative for Employee to Be Placed on Paid Administrative Leave. Nothing in this Agreement, including, without limitation, in this Section 2, shall prevent the City from exercising its rights to place Employee on paid administrative leave for any purpose whatsoever, including, but not limited to placement on such leave during any period of notice set forth herein. City may require Employee not to perform any employment duties for or on behalf of the City, or to have access to City facilities (barring bona fide

emergencies or required personal business) during any period of paid or unpaid administrative leave.

Section 3. Performance Evaluations

City shall provide a performance evaluation of Employee (6) months and twelve (12) months after the Commencement Date of this agreement, and thereafter shall provide a performance evaluation at least once per year on the anniversary of this agreement. The City may provide more frequent evaluations at its discretion. Performance evaluations shall be designed, among other things, to measure Employee's general job performance and the achievement of specific goals and objectives set by the City. Performance evaluations may be used at the sole discretion of the City Manager for purposes of reviewing and/or considering increases in Employee's rate of pay.

No performance evaluation shall be construed to change the "employment at will" relationship of the parties described in this Agreement.

Section 4. Finance Director's Additional Obligations

In addition to, and not in limitation of, any other obligation of Finance Director. Employee shall ensure and perform the following:

- 4.1 Professional Standards.** Employee agrees to do all things reasonably necessary to maintain and improve her professional skills.
- 4.2 Compliance with Laws, Regulations and Standards.** Employee shall comply with:
 - (i) all rules and regulations of any federal, state or local agency governing or applicable to Employee's performance of services pursuant to this Agreement,
 - (ii) the standards of any applicable nationally-recognized credentialing board or body, and
 - (iii) unless exemptions therefrom are approved in writing by the City, all ethical requirements applicable to Employee's performance of services under this Agreement.
- 4.3 Notification of Certain Events.** Employee shall notify City in writing within twenty-four (24) hours or as soon as he is reasonably able after Employee becomes aware of the occurrence of one or more of the following events:

- (i) Employee becomes the subject of or materially involved in an investigation by any law enforcement agency or any agency charged with law enforcement oversight.
- (ii) Material certifications or privileges of Employee are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto.
- (iii) Any act of nature occurs which has, or may reasonably have a material adverse effect on Employee's ability to perform the services described in this Agreement or otherwise adhere to the terms and conditions of this Agreement.
- (iv) Suspension or revocation of Employee's license to practice engineering with the State of Oregon.

Section 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 heirs, 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.

5.6 Attorney Disclosure. This Agreement has been reviewed by the City Attorney for the City of Phoenix. The City Attorney cannot provide Employee with legal advice pertaining to this Agreement. Employee is therefore advised to retain independent counsel for the review and interpretation of this Agreement.

■ ■ ■

Finance Director

_____ Date _____
Janette Boothe

City of Phoenix, Oregon

By _____ Date _____
Jeff Bellah, Mayor

By _____ Date _____
Matt Brinkley, Interim City Manager

Exhibit A

FINANCE DIRECTOR/CITY RECORDER POSITION DESCRIPTION

CLASS SUMMARY:

The Finance Director/City Recorder provides leadership, management, direction, planning and goal setting for the City's Finance Department to ensure delivery of quality municipal services. Additionally, incumbents are responsible for serving as clerk of the council, managing city elections, ensuring compliance with city policies and state retention laws. The Director/Recorder is also responsible for strategy and planning for all financial issues facing the city and conducting special projects as assigned by the City Manager.

SUPERVISION RECEIVED:

This position works under the general supervision of the City Manager. As a member of the City's executive leadership team, this position has direct input into City policies and procedures and advises the City Manager on related issues.

SUPERVISION EXERCISED:

This position supervises the City Hall Administrative Assistant and the Assistant to the City Recorder.

DUTIES OF FINANCE DIRECTOR:

1. Supervises departmental administrative staff, including coordinating and directing work flow, making work assignments, training, making disciplinary and hiring recommendations, and conducting performance evaluations.
2. Develops and directs the implementation of policy and operational goals through department divisions and programs in response to service demands and consistent with performance standards.
3. Directs the preparation and implementation of the department's annual operating and capital budget consistent with program goals and objectives; responds to requests from City Manager and Budget Committee members and other departments regarding the department budget request, and in the preparation of annual comprehensive financial statements.
4. Ensures compliance with all state, federal and local laws, department rules, and City policies and procedures; monitors and enforces safety rules established for assigned work areas.
5. Establishes annual department goals including ongoing confirmation and/or recommended updates to strategic direction, and provides periodic reports of the status of progress toward goals.

6. Sets and attains professional development goals; maintains proficiency in area of responsibility; stays current on area of expertise; demonstrates unquestionable integrity at all times, serving as a role model for appropriate public service ethics and effective leadership.
7. Prepares and presents written and oral reports to the City Manager, City Council, boards, commissions, other government agencies, and community groups including the presentation of findings related to executive and elected officials' requests for research and information; advises the City Manager and City Council on department-specific issues.
8. Serves as a member of the City's executive leadership team; participates in recurring City Council and special meetings and workshops including internal staff meetings. Coordinates activities of the department with other departments, other public agencies, and various community groups.
9. Represents the City at community and/or inter-agency meetings and functions, as appropriate; establish and maintain effective relationships with peers in other agencies and organizations, city departments, citizens, the business community, special interest groups, and the general public.
10. Recommends programs and techniques to improve the effectiveness of the City and its services.
11. Assists the City Manager with Human Resource activities, as needed.
12. Serves as the City's Human Resources point-person for the management team; performs specific tasks and completes assigned projects to assist the City Manager.

Department Specific:

1. Prepares a budget document that details all City expenditures and revenues in accordance with generally accepted governmental accounting practices. In conjunction with City Manager, presents final budget document to budget committee for approval.
2. Directs the maintenance of the City's fiscal accounting system in a manner consistent with established and accepted municipal accounting principles and practices and City finance policies, and in sufficient detail to produce adequate revenue, expenditure and statistical data for management purposes and to meet statutory requirements.
3. Monitors departmental expenditures for the purpose of advising departments and City Manager of budget status, and insuring conformance with budget provisions and maximum expenditure amounts.
4. Maintains City's investment portfolio. Makes investments of idle funds, oversees reconciliation of all bank statements and accounting records monthly, and prepares information necessary for periodic audits. Ensures annual financial audit is conducted; assists and confers with independent auditor(s) as necessary.

5. Oversees preparation of City's payroll, accounts payable, and accounts receivable functions, including preparation and processing, monthly reports, and associated deposits.
6. Administers the City's participation in the Oregon Public Employees Retirement System (PERS).
7. Prepares necessary documents for approval, advertisement, printing, and sale of warrants to finance the construction, and bonds to provide long-term financing, of public improvements for the City; signs and delivers bonds when sold, and receives monies; provides the necessary documents for the acceptance of the bonds.
8. Provides for preservation, retention, and destruction of city finance records in accordance with state and federal laws and City policy.
9. Disseminates financial notices and information to departments, financial institutions, and state, federal and private agencies as required.

DUTIES OF CITY RECORDER:

- 1) Manages the information flow of the City Manager's office, proofs and oversees the production of comprehensive, complex and confidential material, maintains calendar of activities for the Council, responds to customer inquiries, and resolves complaints.

Clerk of the Council:

- 2) Attends Council meetings, records proceedings, drafts and edits minutes for Council approval, administers oath of office, and serves as Notary Public.
- 3) Oversees distribution of Council agenda and packets, assists departments with preparation of packet documentation, reviews agenda for completeness, and schedules and makes legal notifications of meetings, hearings and executive sessions.
- 4) Prepares ordinances, resolutions and motions for Council consideration, and prepares final action sheets and coordinates follow-up procedures and necessary action.

Risk Management:

- 5) Coordinates completion of insurance renewal on all city property, vehicles and mobile equipment, reviews coverage levels, advises departments on insurance related issues, and establishes insurance budgets.
- 6) Ensures insurance claims are completed, provides a monthly report of losses, and verifies insurance coverage of outside contractors.

Elections Officer:

- 7) Manages city elections by completing official notifications, communicating with county and state election officials, and provides information to candidates and political committees.

Records Manager:

- 8) Manages city records, advises and educates city personnel to ensure compliance with state requirements and retention laws.
- 9) Maintains custody and indexing of official and legal documents, provides information to the public regarding public records, and reviews requests for information to determine what can legally be released under the Oregon Public Records Law.
- 10) Performs other duties of a similar nature or level.

NECESSARY KNOWLEDGE, SKILLS & ABILITIES

To successfully perform this job, one must possess the following:

1. Knowledge of modern principles and techniques of governmental and municipal accounting and finance laws and rules, administration, organizational management, supervision, budget, and policy.
2. Ability to effectively apply management techniques, supervise subordinate personnel, and ensure that the department adheres to state and federal laws, department rules, City codes and policies. Ability to read, comprehend, interpret and apply laws and regulations. Ability to establish and maintain effective working relationships with other public officials, employees, vendors, the general public, and other individuals with which the incumbent comes in contact during the course and scope of employment.
3. Skills necessary to effectively perform the duties and responsibilities of the position, including: excellent communication and negotiation skills; management and supervision; writing and public presentation skills; computer skills sufficient to proficiently use word processing, spreadsheet and database applications.

JOB QUALIFICATIONS:

Job education and prior work experience requirements are minimum standards. Other equivalent combinations of education, training and experience which ensure the ability to perform the work will be considered.

Education:

Bachelor's degree from an accredited college or university in Accounting, Finance, Business Management or closely related field required. Certified Public Accountant (CPA) or Professional Finance Officer Certification preferred.

Prior Experience:

Five years of progressively responsible related experience, including experience in a leadership role.

PHYSICAL DEMANDS OF POSITION:

While performing the duties of this position, the employee is frequently required to stand, walk, reach, bend, kneel, stoop, twist, crouch, crawl, climb, balance, see, talk, hear, smell and manipulate objects. Manual dexterity and coordination are required for less than half of the daily work period, which is spent either sitting while operating office equipment such as computers, keyboards, 10-key, telephones, and other standard office equipment or driving to meeting locations. The position requires a degree of mobility and moving materials weighing up to 5 lbs. frequently, up to 10 lbs. occasionally, and up to 40 pounds infrequently. This position requires both verbal and written communication abilities.

WORKING CONDITIONS:

While performing the duties of this position, the employee is generally working indoors in an office environment. The office setting does not expose the employee to hazardous conditions. The noise level in the office environment is usually moderate and lighting is adequate. Travel is required less than 10% of the work period.