

**CITY OF PHOENIX
CITY COUNCIL MEETING
PUBLIC WORKS OFFICE
1000 S. "B" STREET
MONDAY, APRIL 4, 2016
6:30 P.M.**

1) Call to order/Roll call

2) Pledge of Allegiance

3) Mayor's Comments

4) Citizen's Comments:

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

5) Updates/Reports:

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

6) Presentations:

- a) Update on Phoenix Library by Jody Fleming
- b) Risk Management Presentation Part 2 by Ryan Kirchoff

7) Ordinances, including reading and/or adoption:

8) Consent Calendar:

- a) Approval of Minutes - March 9, 2016 Special City Council Meeting/Workshop..... p.5
- b) Approval of Minutes - March 21, 2016 Regular City Council Meeting p.7
- c) Approval of Temporary Liquor License for Petro..... p.15
- d) Disbursement of Surplus Bikes p.19

9) Unfinished Business:

- a) Review of a 3% Recreational Marijuana Tax p.21
- b) Discussion of Creating a City Policy for Giving Money Directly to Non-profits p.27
- c) Estimated Street Costs for Upcoming Projects p.28

10)New Business:

- a) Backflow Testing Bids..... p.33
- b) Approval of Change to ODOT Contract No. 30818..... p.34
- c) Negotiation of Collective Bargaining Unit Process p.46
- d) Discussion of System Transportation Plan p.47
- e) Resolution allowing a budget increase for Unexpected Monies..... p.48

11) Questions for Staff:

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

12) Council items, comments/reports:

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

13) Adjournment

Next City of Phoenix Scheduled Meetings:

April 11, 2016	Planning Commission Meeting
April 12, 2016	Phoenix Urban Renewal Board Meeting
April 18, 2016	City Council Meeting
April 25, 2016	Joint City Council/Planning Commission Meeting
April 27, 2016	Special City Council Meeting
May 2, 2016	City Council Meeting

Council Action Log

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
City Manager Performance Review	Council will review if June	Council	High	June 16	
Water Rights	Joe Strahl is preparing two letters to go out informing the "Other Cities" and Medford Water Commission of the issues. Also speaking with Medford Water Commission concerning water reporting to the State. City Manager looking into other options.	Council, CM		April 16	
Personnel Manual	City Manager will highlight changes in new personnel manual for council to review.	CM		April 16	
Fire District Five Contract	City Manager has made an appointment with Chief Welburn to discuss the issues concerning the fire district contract and what the fire board feels would be fair.	CM, Council		April 16	
3% Marijuana Tax	Council informed staff to develop Ordinance with money from tax going to education, parks, and police services. Will revisit in April.	CA, CM, REC		July 16	
Negotiate Union Contracts	Need to have an executive session to discuss councils goals for the union contracts	CM, Council	High	April 16	
City Website re-design	Council will revisit website in July	CM	High	July 16	Council has already indicated that website must be kept up on a daily basis for content.
N. Rose Connection TAP Line	Contract is approved work will be scheduled soon	PD, CM, PWD	High	May 16	
Talent/Phoenix Water Meter	City Manager has contacted counterpart in Talent to set up the meeting. Meeting has been tentatively set for March 31 at 1 pm	CM	High	April 16	Needs update on strategies and negotiations with Talent
SCADA Upgrade	Contractor has purchased parts and is seeking a time to install and work out the programming issues.	PWD, CM	Medium	May 16	Approved
Water Loss Program	Staff replaced last large meter this week. Have also developed a list of faulty meters that need to be replaced over the next five months. Will have to wait until new budget year	PWD	Medium	August 16	

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
Review of Contracts	Builders Contract needs to be reviewed if company changes.	CM, PD	Medium	July 16	it appears the Building Inspector already has a new contract? If true, should it have come to council per this item?
Annual Attorney Contract Review	At the request of the attorney has been moved to first meeting in April	Council		April 16	
Transportation system Plan	Council will receive a presentation on this on April 4th.	PD	Low	April 16	
Strategic Planning Session	Council has prioritized goals developed in February workshop at the March 9th workshop. CM and Staff are now working to develop processes to reach goals	CM	Low	March 16	
Create low income subsidy for water bills	Staff has sent draft of program to water committee for their suggestions	CM FD	Low	April 16	
Update Parks Master Plan	First Meeting was held on Wednesday March 16. There will be four other public meetings in the near future. Currently the next meeting will be June 4th.	PWD, PD	Low	Dec-16	
Urban Growth Management Plan	Housing needs analysis and Economic Study draft have been sent to the council for review.	Planning	Low	Dec-17	
First Street Sidewalk and Storm Drain	Should go out to bid starting in April. Will look for a start and completion date in September/October to decrease the cost.	PWD, CM, PD	Low	Jun-16	
New TAP Line Agreement	Group will hire a financial expert to design a system where the percentage of water you use will be used for the cost percentage of what you have to pay to maintain the system.	CM	Low	Jul-16	Council should be briefed in detail re: substantial changes long before final document is presented.
Slurry sealing and stripping main street	Postponed until 2016 because a multitude of issues	CM, UR, PW	Low	July 16	This will necessitate restriping the lanes
3-5 year financial for budget	after goal setting. Moved to March	CM, FD		March 16	Need to discuss at this week's session on Saturday.
Bridge Medallions	Council has had one session on them. They have sent ideas to CM. Next Workshop will be Jan 4. Because of full agenda this has been postponed to the January 19th meeting. Postponed till April.	CM, PW	Low	April 16	

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
Recruitment for new Council Member	Open for citizen applications after discussion on February 1, 2016. Ad is on website and will run for a week in the Mail Tribune starting Feb. 10.	CM	High	April 16	Discuss process to follow at the Feb 1, 2016 Council Meeting
List of study sessions needed for Council	List at this time for scheduling includes TSP, COUNCIL FILL IN THE REST WITH THE CM	CM	Medium	ONGOING	Discuss at the Feb 1, 2016 Council Meeting
PHURA to Present 2016 projects and costs to City Council	Working on the presentation for sometime in March. Postponed till time uncertain.	PHURA Exec Director		March	
Phoenix Urban Renewal	Couplet project 98% completed.	PHURA Exec Director			
Phoenix Urban Renewal	Working on the putting 20 foot trees in area-approval from Board on 11/10 agenda. Push off until spring.	PHURA Exec Director			
Phoenix Urban Renewal	Preparing RFQ to attract builders to Phoenix. Will go out for an RFP in Middle of January. RFQ has been sent out replies are due March 7th. Staff is working with respondent to RFP along with UR to develop marketing strategies	PHURA Exec Director			Needs Council Approval per IGA
Phoenix Urban Renewal	Design program to encourage businesses to come to Phoenix - will come to Board at Dec meeting. Has been pushed off indefinitely.	PHURA Exec Director			
Phoenix Urban Renewal	Council will be discussing location at the March 21st meeting and tentively voting on issue at the April 4th meeting.	PHURA Exec Director			Council must approve change in location and façade

Yellow Added requests

Orange does Council want to remove

Completed

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

**City of Phoenix
Special City Council Meeting
Public Works Office
1000 S. 'B' Street
Wednesday, March 9, 2016**

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

ROLL CALL

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

ABSENT: Bruce Sophie

Staff Present: Steve Dahl, City Manager/Recorder
J. Ryan Kirchoff, City Attorney

Approve a Resolution Releasing Funds to Phoenix Urban Renewal Agency for Fiscal Year 2015-2016

Mayor Bellah reviewed the information leading up to the resolution presented to release funds to PHURA. He further explained the Council has some options, one is release \$500,000 from the bond proceeds. He added that another option would be to release funds from Street SDCs in the amount of \$200,000 and the remaining from bond proceeds. Continued discussion followed, as Mr. Dahl reviewed the items that RH2 has noted as qualifying as SDC funds. Further discussion followed regarding the amount to charge to SDC funds.

As discussion continued, Councilor C. Bartell clarified that that if the City releases the \$200,000 from the SDC fund, rather than the total \$500,000 being released from the bond proceeds, the remaining balance of the bond proceeds would cover the minimum expected cost of the community center. She further stated that whether or not the City is going to treat the SDC funds that are released as a loan to PHURA can be determined later; however, the total of \$500,000 needs to be released now for PHURA to distribute funds to the current outstanding debt PHURA has incurred. Further discussion followed. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 952, RELEASING FUNDS TO PHOENIX URBAN RENEWAL.** Mayor Bellah directed Mr. Dahl to speak to the Finance Director about the possibility of using other SDC funds rather than the full \$200,000 coming from the Street SDC fund.

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

Mayor Bellah recessed the Special Meeting into a Workshop at 6:55 p.m.

Discuss City Water Rights

Joe Strahl explained that the Medford Water Commission had developed a water rights master plan that involved requiring all the smaller cities to apply for water certification in order to maximize the water rights available for everyone. He added that following this determination, the Oregon Appeals court made a ruling giving fish a right to water, known as fish persistence. Due to this ruling, the City of Phoenix could lose up to 2.33 cubic feet per second to fish persistence. He further noted that it was recently discovered that Central Point had inadvertently applied for water certification, before there was a ruling requiring this certification.

He added that a possible solution to the predicament would be for Central Point to withdraw their claims of beneficial use and submit extension applications for them, to allow Phoenix to have the opportunity to apply for the remaining water rights to Phoenix of 2.33 cubic feet per second. Following further discussion, Council directed staff to ask for an extension, meet with other water resource experts, and discuss this issue with fish and wildlife, and depending the determination from those conversations, possibly meet with Charlotte Ann Water District and Central Point to resolve the issue.

Discuss City Council Goals

Mr. Dahl presented the Strategic Action Plan that was developed after meeting on February 5th and 6th to discuss City Council goals, and he is requesting Council place each of the items in order of importance. He noted that priority levels are high, medium, and low. He further explained a high priority would be an item that is supposed to be addressed within a few months, medium priority would be items to be addressed in three to eight months from now, and low priority would be items that are to be addressed eight months or longer from now. Further discussion followed, as Council discussed each item in the Strategic Action Plan and prioritized all the items.

The meeting adjourned at 8:26 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

**City of Phoenix
City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, March 21, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, March 21, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

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

Staff Present: Steve Dahl, City Manager
Janette Boothe, City Recorder
Derek Bowker, Chief of Police
Matt Brinkley, Planning Director
J. Ryan Kirchoff, City Attorney

PLEDGE OF ALLEGIANCE

PRESENTATIONS:

1) Risk Management Discussion Presented by Ryan Kirchoff. Attorney Kirchoff distributed a handout regarding a case against Lane County, alleging violation of public meetings law. He explained the alleged violation in part was calling a meeting improperly and an added violation was holding a meeting without notice, as emailing amongst council about a decision making process constitutes a meeting. He went onto to explain the details of the case and cautioned Council with the tip of the day; be careful with communication via email, the statute violation needs to involve a quorum of Council and discussion involving some type of decision making.

Councilor S. Bartell inquired whether it is acceptable to send out documentation for an upcoming meeting or discussion. Attorney Kirchoff answered it is acceptable as long as there is consequently no deliberation outside of the public meeting. Continued discussion followed.

2) Appreciation Awards presented by Phoenix Community Kitchen. Mike Foster, Pastor of First Presbyterian Church and on the Board for the First Community Center, works in close relationship with the Phoenix Community Kitchen, and he presented awards to the Public Works and Police Department to recognize all the support from the City.

CITIZEN COMMENT:

Jackie Lien, Phoenix, Executive Director of Phoenix Counseling Center, requested a portion of the marijuana tax go towards the center to support drug and alcohol counseling.

UPDATES/REPORTS:

- 1) Appoint Nancy Flowers to Parks and Greenway Commission. Nancy Flowers came forward to note her interest the position and that she interviewed for the position at the previous Parks Commission meeting. Mayor Bellah noted that he felt it would be relevant to appoint by consensus, as the Parks Commission has recommended her for appointment. Council's consensus was to appoint Nancy Flowers to the Parks and Greenway Commission.
- 2) Re-Appoint Dorothy Cotton to Budget Committee. Dorothy Cotton came forward to express her experience and interest in continuing on the Budget Committee. Council's consensus was to reappoint Dorothy Cotton to the Budget Committee.
- 3) PHURA – Councilor Helfrich noted the recommendation from the PHURA Board that will be discussed later in the meeting and commented on the pavers. Mr. Brinkley noted the placement of the pavers is complete and can be driven on at this point. Councilor Luz expressed the PHURA Board is scheduled to hold an executive session regarding how to sell the properties in the downtown area. Councilor S. Bartell mentioned there has been pressure on PHURA to get things done; however, he would like to see things slow down. Mr. Dahl mentioned the Assistant Executive Director is leaving her position and Genetta Hughes will be returning to assist at PHURA.
- 4) Parks Commission – Councilor C. Bartell brought an example of a giveaway basket and mentioned all the festivities planned for the upcoming Easter Egg Hunt. Councilor Sophie volunteered to assist with the age group of under 2 years old; Councilor Luz volunteered for the 9 through 11 years old; and Councilor Helfrich volunteered for the 6 through 8 year old age group.

Additionally, she mentioned the Parks Commission met with the group from the Community Planning Workshop of the University of Oregon to walk through the parks and met later for a meeting to discuss the process for the Parks Master Plan. She further announced the next meeting is scheduled for June 4, 2016, to meet with the public and hear ideas from the public about what is desired for the parks.

- 5) Update City Council Issue Tracking Log. Mayor Bellah went through the log line item by line item and requested updates for each item as he went along. Mr. Dahl inquired whether the City Manager review can be removed. Mayor Bellah requested the item be changed to represent the 4 month performance plan. Council discussed holding a special meeting on April 25, 2016 to update the personnel manual and requested the log be updated to reflect that date. Council's consensus was to remove the marijuana setbacks from the log. As discussion continued, Council discussed holding a study session in the near future to develop a team to negotiate union contracts and review the parameters of the negotiations.

Mayor Bellah noted the City website looks good, and he would like to conduct a three month review of the site. Councilor C. Bartell requested information regarding the Phoenix/Talent water meter be resent out to the Council to clarify what is the most recent information. Continued discussion followed as Council discussed any remaining changes.

CONSENT CALENDAR:

- 1) Approval of Minutes from February 16, 2016 Regular City Council Meeting. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO APPROVE THE MINUTES.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

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

MOTION APPROVED WITH FIVE AYES

- 2) Acknowledge Planning Commission minutes. Council's consensus was to approve this item on the Consent Calendar.
- 3) January 2016 Financial Report.
- 4) February 2016 Financial Report. Mayor Bellah expressed he is interested in more information regarding the General Fund amounts. Councilor Sophie suggested to acknowledge the financial reports with reservation. Mayor Bellah expressed concern regarding the purpose of including the contingency amount in the percentage for total expenditures. Council's consensus was to accept the financial reports with reservation and address the reservations at the following meeting.

UNFINISHED BUSINESS:

Resolution for Amendment Number 3 to ODOT Contract No. 22485. Mayor Bellah noted this item has presented to Council before, and this updated contract acknowledges the changes requested. Continued discussion followed. **MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE RESOLUTION NO. 953, AMENDING THE AGREEMENT 22485: FERN VALLEY INTERCHANGE FUNDING AND POLICY AGREEMENT BETWEEN THE CITY OF PHOENIX AND ODOT, TO UPDATE LANGUAGE AND FUNDING OBLIGATIONS.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

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

MOTION APPROVED WITH FIVE AYES

NEW BUSINESS:

- 1) Resolution Approving the Rose Street Waterline Project. Mr. Dahl explained Matias Mendez, Public Works Utility Worker, recognized there was a 6 inch pipe that would reduce the amount of pipe originally noted in the project bid; which reduced the project cost by just over \$20,000. He further explained Council had already accepted the bid for the full amount, and rather than going out for bid again, Mr. Ballard suggested completing a change order after the contract is signed. Continued discussion followed, as Councilor Sophie suggested formally acknowledging Mr. Mendez for his discovery that saved the City \$20,000.

MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO APPROVE RESOLUTION NO. 954, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT FOR THE ROSE STREET WATER PROJECT. There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

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

Council's consensus was to direct the City Manager to request the presence of Matias Mendez at the next Council meeting to publicly acknowledge his efforts.

- 2) Resolution Approving the MOU for Wetland. Mr. Brinkley explained that Mark Kellenbeck is the developer of a facility to be constructed at 3850 Fern Valley Road. He added that upon purchasing the property, it was discovered that a wetland had been illegally filled prior to the purchase. He further explained the agreement reached was to require Mr. Kellenbeck to pay the City to perform the restoration of impacted wetland on City owned property the amount of \$49,900. Continued discussion followed. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO ADOPT RESOLUTION NO. 955, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO RESTORE WETLANDS CITY PROPERTY OWNED BY THE CITY THAT SUBSTANTIALLY CONFORMS TO THAT PRESENTED.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

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

- 3) Resolution Allowing a Budget Increase for the Receipt and Expenditure of Unexpected Monies for FY 2016-2016 (Grant Proceeds). Mr. Dahl explained the City received a grant towards ADA ramp improvements at various locations within the City and this resolution is required to receipt the unexpected funds. Further discussion followed. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO ADOPT RESOLUTION NO. 956, ALLOWING A BUDGET INCREASE PURSUANT TO ORS 294.326(3) PROVIDING FOR THE RECEIPT AND EXPENDITURE OF UNEXPECTED MONIES FOR FISCAL YEAR 2015-2016.** There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

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

- 4) Discuss Placing a 3% Sales Tax on Recreational Marijuana on the November Ballot. Mayor Bellah noted that it has been suggested to state the allocations for the revenue received. He explained staff suggested allocating the funds to allow for 60% going to parks, 30% to Capital Improvements, and 10% overhead. As discussion continued, Councilor Helfrich suggested earmarking the funds for public safety or education, and/or something that relates to marijuana. Chief Bowker came forward to state that he feels education is very important. He added that it may serve the City to allocate funds towards the Police Department to afford

additional hours for the Code Enforcement Officer. Councilor Luz suggested not allocating percentages at this time, and allocate the full amount to the General fund and determine the percentages later. Councilor Sophie suggested mentioning the type of allocations rather than a fixed percentage for each fund or department. Chief Bowker suggested focusing funds on the schools and resources that affect citizens within the community. Further discussion continued, as Council's consensus was to draft a ballot measure that notes the funds will be allocated to public safety, parks, and education.

- 5) Update on Public Works Organization. Mr. Dahl noted he was tasked with the assignment to address the Public Works organization and his solution was to reorganize the department with a Lead Utility Worker, a 4th Utility Worker, and contract out a project manager that is familiar with engineering and addressing contracts. Councilor C. Bartell requested supporting documents that assisted Mr. Dahl in his conclusion, including costs and duties associated with the alternative approach he has suggested. She added she would like to see how this decision compares to hiring a replacement for the Public Works Superintendent. Mayor Bellah expressed concern for writing grants or other office work that the Public Works Superintendent was responsible for.

Councilor Helfrich suggested a supervisor, due to the upcoming developments in Phoenix. Councilor S. Bartell agreed and suggested the City Manager reevaluate the structure of the organization. Mayor Bellah inquired whether the 4th Utility Worker should be part of this discussion, as he feels it is more appropriate to address this position as part of the budget process. Mr. Dahl agreed to bring the information requested to address this further at the next Council meeting.

- 6) Discussion of Location of Plaza Building. Mayor Bellah requested the citizen comments to begin the discussion.

Louis Junghans, Phoenix, noted he feels the problem with option 2 is that it limits land for revenue. He further noted he is not in favor of having commercial businesses on either side of the Plaza building. He added that the only drawback to Option 1 is that it may limit handicap access.

Diana Nelson, Phoenix, directed the following questions to Mr. Brinkley to be answered at a later date: 1) Is there only one way in and one way out to the parking lot with the pavers? 2) Does the City need to have 2 more core samples for each option in order to determine what type of soil the City is dealing with, and what kind of cost are we looking at? 3) What is PHURA's responsibility for leveling the property? 4) Can land be prepared to be built on while waiting for the investment property to be purchased?

Mayor Bellah recessed the meeting for a short break at 8:38 p.m.

Tony Chavez, Phoenix, expressed he likes option 2 and having commercial buildings on 1st street would create a retail corridor. He added that if businesses were on Option 1 they would overlook the Community Center. He further noted that option 2 would allow the City

the use of the spring for landscaping and possibly a splash park. Additionally he noted, that it is part of Council's responsibility to represent the public's opinions and desires.

Mr. Brinkley presented a PowerPoint on the overview of Option 1 and 2. He reiterated that Option 1 is the current proposed option. He posted a map overview of Option 1 noting the front door would be 200 feet away from the parking lot. He noted in Option 2 the property was moved over, which would introduce a larger amount of public open space in one area. He further noted Option 1 allowed 11,000 square feet for public open space, and Option 2 would be at least 15,000 square feet for public open space; however, it may be larger depending where the building would be located in Option 2. Additionally, he noted Option 2 would allow access directly from the parking lot.

Continued discussion followed comparing the two options presented for the Plaza building site, as Mr. Brinkley noted the alternative location is being addressed, as PHURA has obtained additional property that was not part of the Pivot Study when it was developed. He further added that the property surrounding Option 1 has changed ownership and the new owners are interested in redevelopment. He went onto explain the goals of the Pivot Study and the manner in which each of the options addresses the goals.

EXTENSION OF MEETING:

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

Continued discussion followed, as Mr. Brinkley noted that operationally, there is not a significant amount of difference in cost to maintain the outside space. As Mr. Brinkley concluded his comparison of Option 1 and 2, Mayor Bellah requested comments from each councilor to be limited to 3 minutes.

Councilor Sophie inquired about drilling land on both sides, the costs associated, and how fast it can be done. Mr. Brinkley replied the cost is approximately about \$7,500 per boring for three to four borings, and Option 2 may be less expensive. He added that this work could be done in a couple of weeks.

Councilor Sophie inquired about whether to move the building in further to accommodate for more development on Main Street.

Councilor Helfrich expressed there are current RFPs coming in on Option 1 and suggested the City wait until the City is aware of whether there is interest on the table now. He added the amount of open space with Option 2 is favorable, citing examples of large park areas in well-known areas, such as New York. He added that Option 2 would offer more land for City office space as well.

Councilor Luz noted using so much land for open space would limit developable land. He further suggested to have a geo technical soil expert evaluate the spring before deciding on an option. He added that he went to both land areas for the options with some citizens who were

concerned about access to the building from the parking lot. He further noted that moving the building a little farther south is a marvelous idea for aesthetics.

Councilor C. Bartell expressed that Option 2 access would require a ramp or stairs; whereas, with Option 1, there is a place to be dropped off in front of the door. She further noted they reached out to a lot of citizens in the community and they received mixed results, some favored Option 1, some favored Option 2, and some had no idea what Councilor C. Bartell was talking about; however, the majority of the response was that Option 1 was a smaller footprint. She read aloud an email she received from a citizen in favor of Option 1, describing this option as the one that would allow for more developable space. She further noted the building in Option 2 is facing the wrong direction.

Councilor S. Bartell noted PHURA has not gone through and reviewed every aspect of each option or brought in the people necessary to review it thoroughly. He further commented it would be hard to bring in a lot of development regarding retail stores, and he feels what would be appealing to the people would be a walkable community by having commercial buildings in the downtown area. He further noted it is possible to have commercial space on the bottom and residential space on the upper level. Additionally, he suggested inviting some developers to speak to the City about what would be recommended for the development of the space.

Mayor Bellah noted that driving down Main Street would mean looking at the back of building Option 2 and that would need to be redesigned. He further added that PHURA owns all of the land in Option 2 and the City can control what is sold to a developer, on the other side the PHURA owns less than half of that in Option 1. He further added that he does not understand how PHURA did not take into consideration the feasibility of pedestrians accessing the building in Option 1 and he is not sure which option would be more suitable for the community, which still needs to be addressed. He further added the springs are a large concern of his, because he is unaware of any assurances that the springs are not a concern. He concluded with stating he could live with either site, but he doesn't want to give up more developable land.

Mayor Bellah inquired about the next step and whether this a discussion to bring back for the next meeting. Continued discussion followed, as Mayor Bellah requested staff draft a summary of questions reflected during the discussion to present to PHURA Board.

EXTENSION OF MEETING:

MOVED BY SOPHIE, SECONDED BY LUZ, TO EXTEND THE MEETING UNTIL 10:00 P.M.

ROLL CALL VOTE AS FOLLOWS:

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

MOTION APPROVED WITH FIVE AYES

Councilor S. Bartell noted he is not concerned with the spring in Option 2, and that it may be used for a splash pad, as suggested earlier. Councilor Helfrich noted that Option 2 is the only option that offers handicap parking on Main Street. Councilor Sophie suggested that the building be turned around to face the flow of traffic if Option 2 is chosen. Mr. Brinkley noted

the building was simply placed there for an example, it was not intended for Option 2 placement. Councilor Sophie suggested moving the building in Option 2 into the south end, abutting 2nd Street, to accommodate for more developable land.

Councilor C. Bartell suggested that it would be a possibility to move the same footprint from Option 1 to Option 2. Continued discussion followed as, Councilor Helfrich commented that the idea of having combined residential and commercial buildings would be generating even more of a parking issue. Mr. Dahl recommended to Council to continue this discussion at the following City Council meeting. Mr. Brinkley briefly summarized some of the issues he heard from Council and noted he would research the feasibility of addressing as many of the issues before the next council meeting. Councilor S. Bartell requested Mr. Brinkley draft a summary of the issues to send to Council to allow for questions to be addressed by PHURA.

The meeting adjourned at 9:52 p.m.

Respectfully submitted,

Janette Boothe
Assistant Finance Director/City Recorder

AGENDA BILL

AGENDA ITEM: 8C
AGENDA TITLE: Approval for temporary liquor license.
DATE: 4/04/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: X

INFORMATION: _____

EXPLANATION:

Petro is asking that they be given a temporary liquor license for a car show they are hosting as a fund raiser. The event will take place April 23, 2016 from the hours of 10 am to 4 pm.

FISCAL IMPACT:

N/A

ALTERNATIVES:

Not to approve license.

STAFF RECOMMENDATION:

That Council approves the temporary liquor license.

MOTION: "I MOVE TO APPROVE the temporary liquor for Petro on April 23."

PREPARED BY: Steve Dahl

REVIEWED BY: _____



OREGON LIQUOR CONTROL COMMISSION

APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE

- **FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**
Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.
- **LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**
Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

Process Time: OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically 1 to 3 weeks before the first event date listed in #9 below (some events may need extra processing time).

License Days: In #9 below, you can apply for a maximum of 7 license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is a: FULL ON-PREMISES LIMITED ON-PREMISES

2. Licensee Name (please print): IRON SKILLET E-mail: RSgm324@petrotruckstops.com

3. Trade Name of Business: TA Operating, LLC 4. Fax: 541-512-3008

5. Street Address of Annual Business: 3730 Fern Valley Rd 6. City/ZIP: Phoenix 97535

7. Contact Person: Wilma McMahonie 8. Contact Phone: 541-535-3385

9. Date(s) of event: April 23 10. Start/End hours of alcohol service: 10 to 4

LICENSED AREA BOUNDARIES: ORS 471.159 prohibits the OLCC from licensing an area that does not have defined boundaries. OLCC may require the licensed area to be enclosed and may require you to submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

11. Address of Special Event Licensed Area: 3730 Fern Valley Rd. Phoenix
(Street) (City)

12. Identify the licensed area (for example: entire premises; a room within the premises; an area in a park; etc.):

13. List the primary activities within the licensed area (like: dinner; auction; beer festival; wine festival; food fair; art show; music; patron dancing; sports event; etc.). If entertainment will be offered in the areas where alcohol will be sold or consumed, please describe the entertainment, the times it will be offered, and list the targeted age of attendees:
Car show

14. Will minors and alcohol be allowed together in the same area? Yes No

15. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 200+

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA: If your answer to #15 is 501 or more, in addition to your answers to questions 16, 17, and 18, you will need to complete the OLCC's Plan to Manage Special Events form (available on www.oregon.gov/OLCC), unless the OLCC exempts you from this requirement.

16. Describe your plan to prevent problems and violations.
We will have 4 managers on site plus several of the shop technicians

17. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors.

There will be only 21+ allowed in closed off area.

18. Describe your plan to manage alcohol consumption by adults.

Manager will be manning the Booth

MANAGER AND SERVICE PERMITS: You must name a manager or managers who will be at the special event.

19. List name(s) of on-site manager(s): Jason Browne / Wilma McMahon 20. Contact Phone: 541-535-3395

21. Service permit number of manager(s): 484055 / 518860

LIQUOR LIABILITY INSURANCE: I certify that I have obtained at least \$300,000 of liquor liability insurance coverage for this event as required by ORS 471.168.

22. Insurance Company: Willis Certificate Center 23. Policy #: GPP0056307-02 24. Expiration Date: 12.1.2016

25. Name of insurance agent: Arch Specialty Insurance 26. Agent's phone number: 1-877-945-7378

FOOD SERVICE: See the attached sheet for an explanation of this requirement.

27. If you will NOT provide distilled spirits, name at least two different substantial food items that you will provide:

1 CHICKEN 2 Hamburgers

28. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide:

1 _____ 2 _____ 3 _____ 4 _____ 5 _____

29. Licensee Name (please print): Wilma McMahon

30. LICENSEE SIGNATURE: Wilma McMahon 31. Date: 3-25-2016

GOVERNMENT RECOMMENDATION: Once you've completed this form to this point, you must obtain a recommendation from the local city or county named in #32 below before submitting this application to the OLCC.

32. Name the city if the event address is within a city's limits or name the county if the event address is outside the city's limits: Phoenix

CITY OR COUNTY USE ONLY
The city/county named in #32 above recommends:
[] Grant [] Acknowledge [] Deny (attach written explanation of deny recommendation)
City/County Signature: _____ Date: _____

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

OLCC USE ONLY
License is: [] Approved [] Denied
Restrictions:
OLCC Signature: _____ Date: _____

Iron Skillet

Entrance
Door

Dining
Room

T.V.
Room

Attic

Patio
Beer Garden

Taped off
Taped off

AGENDA BILL

AGENDA ITEM: 8d
AGENDA TITLE: SURPLUS PROPERTY (BICYCLES)
DATE: APRIL 4, 2016

ACTION REQUIRED:

ORDINANCE: _____ RESOLUTION: _____

MOTION: XXX INFORMATION: _____

EXPLANATION:

The Phoenix Police Department currently has 29 lost/recovered bicycles in its possession. (See attached list) On April 15, 2016, the bicycles will become the property of the City of Phoenix, less any bicycles that were claimed between now and April 15th. The bicycles need to be disposed of in a lawful manner to make room for future recovered bicycles. The Phoenix Police Department would like to donate the bicycles to the Boys and Girls Club of the Rogue Valley.

FISCAL IMPACT:

None

ALTERNATIVES:

None

STAFF RECOMMENDATION: Staff recommends the bicycles be donated to the Rogue Valley Boys and Girls Club to be cleaned up, fixed, and given to children in need around the Rogue Valley.

MOTION: "I MOVE THE CITY DECLARE THE BICYCLES ON THE ATTACHED LIST BE DECLARED SURPLUS AND ALLOW THE PHOENIX POLICE DEPARTMENT TO DONATE THE SURPLUS PROPERTY TO THE BOYS AND GIRLS CLUB OF THE ROGUE VALLEY."

PREPARED BY: Chief Derek Bowker REVIEWED BY: 



PHOENIX POLICE DEPARTMENT

Bicycle Surplus Impound List

Make:	Model:	Type	Color:	Size:
GMC	Denali	Road Series	BLK/YELL	L
Schwinn	Sidewinder	Mt Bike	BLK	L
Raleigh	SC-200	Mt Bike	GRN	L
Teek	Antelope	Mt Bike	PLE	L
Raleigh	Venture	Cruiser	BLU	L
Dynasty	930 SE ATB	Mt Bike	RED	L
Magna	Hard Trail	Mt Bike	BLU	L
Magna	Glacier Point	Mt Bike	PLE	M
Avigo	Coral Mist	Child's Bike	GRN/BLU	S
Aero	Scooter	2-Wheel	SIL	S
Razor	Scooter	2-Wheel	SIL	S
Next	Wipe-Out	Child's Bike	RED	S
Pacific	5500 YX	Mt Bike	SIL	M
Huffy	Trail Pioneer	Mt Bike	PINK	M
Santa Cruz	Titel	Mt Bike	RED	XL
Schwinn	Sierra	Mt Bike	PLE	XL
Seraph	Mizutani	Cruiser	BLU	L
Next	Amplifier	Mt Bike	RED	XL
AME	Vantaage	Cruiser	SIL	XL
Fire Fly	Malibu	Child's Bike	RED/SIL	S
Pacific	Not Available	BMX	BLK	S
Huffy	Rock-It	Child's Bike	WHI	M
La Jolla	LJ	Cruiser	PLE/WHI	M
Raleigh	M-60 Mt Trail	Mt Bike	RED	XL
Tek	M Rack 700	Cruiser	GRN	XL
Schwinn	Spitfire	BMX / Childs	RED	S
Next	Blitter Clip	Mt Bike	PLE	S
Road Master	Chrome Master	Mt Bike	GRN	L
Iron Horse	XLT 3000	Mt Bike	PLE	XL
Total: 29				

AGENDA BILL

AGENDA ITEM: 9a

AGENDA TITLE: Discussion of putting on the November Ballet a 3% sales tax of recreational marijuana

DATE: 4/04/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: xx

EXPLANATION:

In the Council Workshops on February 5 & 6, 2016 the Council expressed interest in finding new revenue sources. A possible new source could be a 3% tax on recreational marijuana. At the March 21st Council meeting the Council expressed asked the city attorney to designate where the tax would be spent. The Council asked the designation to be education, public safety and parks.

House Bill 3400 section 34a allows for cities to put on the ballot up to a 3% tax or fee on the sale of marijuana items.

Oregon Revised Statutes 250 lays out the process to put the fee on the ballot. An outline of the process follows:

Council begins process by requesting from the city attorney an official ballot title.

City attorney prepares and file ballot title that impartially summarizes the referral and its major effect.

City publishes receipt of ballot title in the next available edition of a newspaper of general circulation in the city along with having it on the website for a minimum of seven days.

Registered voter(s) who are dissatisfied with ballot title can petition circuit court for review and notifies city elections official of petition filing by 5 pm 1st business day after the petition is filed with the circuit court.

City files with the county elections official form containing the final ballot title and an explanatory statement.

County elections official assigns measure number.

The city must file for election before August 10, 2016.

The county elections officials would like cities to wait until after July 22nd to file the petition.

FISCAL IMPACT:

None at this time.

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

N/A

MOTION:

PREPARED BY: Steve Dahl **REVIEWED BY:** _____

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. _____

**A RESOLUTION CALLING FOR AN ELECTION APPROVING REFERAL TO THE
ELECTORS OF THE CITY OF PHOENIX THE QUESTION OF IMPOSING A 3
PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA
RETAILER WITHIN THE CITY**

WHEREAS, section 34a of House Bill 3400 (2015) provides that a city council may adopt an ordinance to be referred to the voters that imposes up to a 3 percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;

WHEREAS, the city council proposes an ordinance which imposes a tax of 3 percent on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;

WHEREAS, the City Council has determined that the enactment of such ordinance should be by a vote of the people of the City.

NOW, THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS:
MEASURE: A measure election is hereby called for the purpose of submitting to the electors of the city an ordinance imposing a 3 percent tax on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city, a copy of which is attached hereto as "Exhibit 1," and incorporated herein by reference. The City Manager is authorized and shall take such other actions to proceed with the election as provided in state law and is further authorized to act so as to carry out the purposes of this resolution. The ordinance, if approved by the voters, shall require that all revenues derived therefrom shall be expended for purposes of education, public safety and parks within the City.

ELECTION CONDUCTED BY MAIL. The measure election shall be held in the City of Phoenix on. November 8, 2016 for the next general election. As required by law, the measure election shall be conducted by mail by the County Clerk of Jackson County, according to the procedures adopted by the Oregon Secretary of State.

DELEGATION. The city authorizes the City Manager, or the City Manager's designee, to act on behalf of the city and to take such further action as is necessary to carry out the intent and purposes set forth herein, in compliance with the applicable provisions of law.

PREPARATION OF BALLOT TITLE. The City Attorney is hereby directed to prepare the ballot title for the measure, and deposit the ballot title with the city elections officer within the times set forth by law.

NOTICE OF BALLOT TITLE AND RIGHT TO APPEAL. Upon receiving the ballot title for this measure, the city recorder shall publish in the next available edition of a newspaper of general circulation in the city a notice of receipt of the ballot title, including notice that an elector may file a petition for review of the ballot title.

EXPLANATORY STATEMENT. The explanatory statement for the measure, which is attached hereto as "Exhibit 2," and incorporated herein by reference, is hereby approved.

FILING WITH COUNTY ELECTIONS OFFICE. The city recorder shall deliver the Notice of Measure Election to the county clerk for Jackson County for inclusion on the ballot for the November 2016 election.

EFFECTIVE DATE. This resolution is effective upon adoption.

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

Mayor

ATTEST:

City Manager/Designee

EXHIBIT 1
CITY OF PHOENIX
PHOENIX, OREGON
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PHOENIX IMPOSING A 3 PERCENT TAX ON
THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER AND
REFERRING ORDINANCE**

WHEREAS, section 34a of House Bill 3400 (2015) provides that a city council may adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;

WHEREAS, the city council wants to impose a tax on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;

NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF PHOENIX ORDAINS AS FOLLOWS:

DEFINITIONS. Marijuana item has the meaning given that term in Oregon Laws 2015, chapter 614, section 1. Marijuana retailer means a person who sells marijuana items to a consumer in this state. Retail sale price means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item.

TAX IMPOSED. As described in section 34a of House Bill 3400 (2015), the City of Phoenix hereby imposes a tax of 3 percent on the retail sale price of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city.

COLLECTION AND EXPENDITURE. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items. All revenues derived herefrom shall be expended for purposes of education, public safety and parks within the City.

REFERRAL. This ordinance shall be referred to the electors of the city at the next statewide general election on Tuesday, November 8, 2016.

BALLOT TITLE

Imposes city tax on marijuana retailer's sale of marijuana items.

QUESTION

Shall the City of Phoenix impose a 3 percent tax on the sale in the City of marijuana items by a marijuana retailer?

SUMMARY

Under state law, a city council may adopt an ordinance to be referred to the voters of the city imposing up to a 3 percent tax or fee on the sale of marijuana items in the city by a licensed marijuana retailer. Approval of this measure would impose a 3 percent tax on the sale of marijuana items in the city by a licensed marijuana retailer. The tax would be collected at the point of sale and remitted by the marijuana retailer.

EXPLANATORY STATEMENT

Approval of this measure would impose a 3 percent tax on the sale of marijuana items by a marijuana retailer within the city. If approved, the revenues from this tax are estimated to be \$_____. All revenues shall be expended for purposes of education, public safety and parks within the City.

Under Measure 91, adopted by Oregon voters in November 2014 and amended by the Legislature in 2015, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. The 2015 Legislation provides that a city council may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items by retail licensees in the city, but the council must refer that ordinance to the voters at a statewide general election. The city council has adopted an ordinance imposing a 3 percent tax on the sale of marijuana items by a retail licensee in the city, and, as a result, has referred this measure to the voters.

AGENDA BILL

AGENDA ITEM: 9b

AGENDA TITLE: Discussion of Creating a City Policy for giving money directly to non-profits

DATE: 4/04/16

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: xx

EXPLANATION:

The Council has been asked to supply support to various non-profits that operate within the City of Phoenix. Currently, the City does not have a policy relating to the possible giving of City funds to non-profit organizations.

Some questions to help Council consideration. Where would the money come from? What criteria would be used to donate the money? Would one time donations be acceptable or would the Council consider continuous funding? Would there be a cap per donation? Is it the roll of the Council to use tax payer money in this direction?

FISCAL IMPACT:

Unknown at this time

ALTERNATIVES:

STAFF RECOMMENDATION:

N/A

MOTION:

N/A

PREPARED BY: Steve Dahl

REVIEWED BY: _____

AGENDA BILL

AGENDA ITEM: 9C

AGENDA TITLE: Estimated Street Costs

DATE: 4/04/16

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: XX

EXPLANATION:

At the February 5 and 6 planning workshop the Council wanted an estimated cost of all the street work needed for the City of Phoenix. Bob Britten temporary Public Works assistant went through and analyzed all the roads and made recommendations on needed upkeep. Planning staff then provided the area. Finally, Marquess provided estimated costs per square foot. This estimate is based on current conditions and it should not be used for actual pricing.

Questions below are meant to help facilitate discussion>

Does council want to have staff create a list of priorities? Does council want to concentrate of getting Church and Pine Street fixed? Does council want to do all the suggested chip sealing and slurry sealing at one time? Does council want to borrow the money to do the work? Does council want to use a cash only basis for working on projects?

Staff is looking for direction on what the council wants the next step to be.

FISCAL IMPACT:

None at this time

ALTERNATIVES:

None

STAFF RECOMMENDATION:

To approve as presented.

MOTION: "I MOVE TO." Approve

PREPARED BY: Steve Dahl REVIEWED BY: _____

8 Church St	from 4th to Bolz Rd	1,250	30	37,500	Repair potholes and crack and chip seal	1 \$	37,500
9 C St	from Ash to Elm	825	20	16,500	Crack repair, fix small potholes and chip seal	1 \$	16,500
10 B St	Public Works to Elm St	1,250	30	37,500	Starting to fail crack seal, dig out and repair		
11 B St	Elm to C St	1,340	30	40,200	fail areas and overlay with petro mat and hot Crack seal and future Grind 4sided header	3 \$ 0.75 \$	112,500 30,150
12 1st St	Irrigation Canal to Colver	620	30	18,600	and cut 2" overlay with petro mat and hot	2.75 \$	53,900
13 1st St	Bear Creek to Irrigation	1,850	35	64,750	crack seal only crack seal and chip seal before next winter.	0.25 \$	16,187
14 2nd St	Main to Church at City Hall	380	32	12,160	Perferred 2" header		
15 2nd St	Curch St to Rose St	550	20	11,000	grind and overlay with good shape	2.5 \$	30,400
16 3rd St	Main St to Rose St	990	20	19,800	good shape		
17 Houston Rd	City Limits to Railroad	770	28	21,560	good shape		
18 4th St	Bear Creek to Railroad	2,100	30	63,000	selected crack sealing Grind out 1 1/2" of existing asphalt and 2" inlay over petro mat	0.25 \$	15,750
19 5th St	OR99 to Church	260	20	5,200	continue annual crack crack seal	2.5 \$ 0.25 \$ 0.25 \$	13,000 6,500 6,500
20 5th St	Church to Norton	1,300	20	26,000	Trench failure at manhole near high school.Cheryl Ave 400' west of Main 11/2		
21 Bolz Rd	Main St to Rose St	1,000	25	25,000	grind petro mat and Overlay with petro mat and hot asphalt	2.5 \$	87,500
22 Cheryl Ave	OR99 to Rose	1,000	35	35,000	good shape	2 \$	12,000
23 Ash St	C St to B St	300	20	6,000			
24 Ash St	B St to Rose St	260	20	5,200			

25 Alder	Rose St to B St	260	20	5,200	2.25 \$	11,700	Continue crack seal.
26 Alder	B St to C St	400	30	12,000	0.75 \$	9,000	Remove and repair failed area near "B" Street, crack seal with crack seal and chip seal
27 Oak St	Main to Rose St	1,100	30	33,000	0.25 \$	8,250	crack seal only
28 Sharon Dr	Church St to Oak St	820	30	24,600	0.35 \$	8,610	Patch repair near Oak Street Continue crack seal
29 Elm St	Rose St to Skyline Subd	1,000	33	33,000	1 \$	33,000	Patch repair crack seal and chip seal
30 Elm St	Skyline Subd to B St	1,550	33	51,150	0.75 \$	38,362	Crack seal and Chip seal
31 Main St	ODOT Work to Oak St	2,750	42	115,500	2.75 \$	317,625	2" inlay with petro mat Future 2" overlay with hot asphalt
32 Bear Creek Dr	All within couplet	2,900	25	72,500	2 \$	145,000	
		28,055	748	828,820			

Westside		Length in Feet	Width in Feet	Total Square Feet			
1 Colver Rd	4th St to City Limits	3,865	30	115,950	0.5 \$	57,975	continue crack sealing. Some pothole removal and replace near Houston Rd Will need work before the rest of good shape
2 Samuel Rd	All	1,800	35	63,000	0.25 \$	9,500	crack sealing
3 Camp Baker Rd	Colver Rd to City Limits	1,900	20	38,000			remove and repave pothole areas at fog line. Repair failed street cut as soon as weather Street is near failure.
4 Hilsinger Rd	Camp Baker Rd to 1st St	1,500	18	27,000	0.75 \$	20,250	Short term fix leveling course, petro mat and 2" overlay. Long term grind 2" inlay over
5 Hilsinger Rd	1st to Coral Circle	800	30	24,000	2.75 \$	66,000	

Rebecca Dr, Corey Dr,								
6 Alyssa Dr & Benjamin Way		2,545	33	83,985	crack sealing and chip	0.75 \$	62,988	
7 Megan Ln	All	390	30	11,700	sealing	0.25 \$	2,925	
8 Walnut Pl	All	320	30	9,600	crack seal only	0.5 \$	4,800	
9 Huntley Ln	All	470	30	14,100	street cut starting to good shape			
					gutter 4" wide petro			
					mat and 2" overlay.			
10 1st St	Hilsinger Rd to West End	640	30	19,200	Steet in near total	2.5 \$	48,000	
		14,230	286	406,535		\$	2,782,662	

AGENDA BILL

AGENDA ITEM: 10a
AGENDA TITLE: 2016-2017 Backflow Testing RFQ
DATE: 04/04/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: X

INFORMATION: _____

EXPLANATION:

In 2014 the Public Works Department contracted for backflow testing within the city for 2014 – 2015. As the current contract is set to expire, the Public Works Department sent out Requests for Quotes from local testers in the area. Two RFQ’s were received and opened on March 24th. The quotes for a two year contract are as follows:

Rogue Valley Backflow Services

Annual Backflow Assembly Test - \$13.95
Re-Test - \$10.00

Scott Bradley Backflow and Landscape Irrigation Services

Annual Backflow Assembly Test - \$15.00
Re-Test - \$00.00

FISCAL IMPACT:

This budgeted item is paid through the Water Fund out of the contracted services line item. Once the test is performed by the city’s contracted tester, the cost of the test is billed on the customer’s water bill.

ALTERNATIVES:

Do not contract the backflow testing service out and have city staff with a Backflow Tester Certificate do the testing.

STAFF RECOMMENDATION:

Staff recommends contracting with Scott Bradley Backflow and Landscaping Irrigation Services for the cost of \$15.00 per backflow test and no charge for backflow re-tests for a two year period.

MOTION: “I MOVE TO CONTRACT WITH SCOTT BRADLEY BACKFLOW AND LANDSCAPING IRRIGATION SERVICES FOR BACKFLOW TESTING FOR THE CITY OF PHOENIX AT A COST OF \$15.00 PER BACKFLOW TEST AND NO CHARGE FOR BACKFLOW RE-TESTS FOR CONTRACT YEAR 2016 - 2017.”

PREPARED BY: Theresa Syphers

REVIEWED BY: _____

AGENDA BILL

AGENDA ITEM: 106

AGENDA TITLE: Approval of Oregon Department of Transportation Contract 30818-01

DATE: 4/04/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: XX

MOTION: XX

INFORMATION: xx

EXPLANATION:

At the August 17, 2015 City Council meeting the Council approved Oregon Department of Transportation Contract 30818. This contract gave the City \$44,850 to refurbish ADA ramps on Main Street.

At this time 20 out of the 30 ADA ramps have failed the ODOT inspection to receive the money from the grant. ODOT has sent a change of date to the City for the contract to be completed by December 31, 2016 instead of June 30, 2016.

FISCAL IMPACT:

None

ALTERNATIVES:

Not to approve the change in contract.

STAFF RECOMMENDATION:

To accept the changed in the contract.

MOTION: "I MOVE TO ." Approve the Oregon Department of Transportation Contract 2285-01

PREPARED BY: Steve Dahl REVIEWED BY: _____

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL PROJECT AGREEMENT
Phoenix ADA Ramp Improvements**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **CITY OF PHOENIX**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on September 22, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend time.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
 - a. **TERMS OF AGREEMENT, Paragraph 3, Page 1, which reads:**
 3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2016, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Shall be deleted in its entirety and replaced with the following:

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2016, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 30818-01

CITY OF PHOENIX, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Agency Counsel

Date _____

Agency Contact:

Kevin Caldwell
Public Works Superintendent
PO Box 666
Phoenix, OR 97535
541-535-2226
kevin@phoenixoregon.gov

State Contact:

Kelli Sparkman
Local Agency Liaison
100 Antelope Road
White City, OR 97503
541-774-6383
Kelli.sparkman@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 3 Manager

Date _____

APPROVAL RECOMMENDED

By _____

District 8 Manager

Date _____

**INTERGOVERNMENTAL PROJECT AGREEMENT
Phoenix ADA Ramp Improvements**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF PHOENIX, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. Portions of the Rogue Valley Highway, Oregon Route 99 (OR 99), are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). West 1st Street, 2nd Street, West 3rd Street, 4th Street, West 5th Street and portions of the Rogue Valley Highway (OR 99) also known as Bear Creek Drive and Main Street (the "couplet") are parts of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
3. State established an Americans with Disability Act (ADA) Ramp Funding Program in the Statewide Transportation Improvement Program (STIP). ADA ramps are funded at \$1,000,000 per year for fiscal years 16, 17 and 18. The strategy for using these funds is to install new ADA ramps where needed and upgrade existing ramps that do not meet current ADA standards in special transportation areas.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency designing and constructing ADA ramp improvements at various locations, hereinafter referred to as "Project." The locations of the Project are listed on the spreadsheet marked Exhibit A, attached hereto and by this reference made a part hereof.
2. Agency has determined that the total cost of the Project is estimated to be \$44,850. State shall fund the Project in an amount not to exceed \$44,850. Agency shall be responsible for any portion of the Project which is not covered by State funding.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2016, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

AGENCY OBLIGATIONS

1. Agency shall notify State when it is prepared to proceed with the development of Project to initiate State's one hundred (100) percent advanced deposit, as listed under State Obligations, Paragraph 4.
2. Agency understands and agrees that the funding may not allow for improvements to be made at all the locations listed in Exhibit A. Agency shall select which locations will be improved in order to make the most efficient use of the funding with regards to ADA ramp improvements.
3. Agency shall conduct the necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts, and supervise construction of the Project.
4. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 8 Office prior to the commencement of construction.
5. Agency shall submit a copy of the plans and specifications to State through the State's Project Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received from both State's District 8 Office and State's Project Manager prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Design Guide and shall comply with the most current ADA guidelines.
6. Agency shall, upon completion of Project, submit to State's Project Manager an itemized statement of the final actual total cost of the Project.
7. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
9. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:

- a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
10. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or

omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

11. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
12. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency shall, upon completion of Project, maintain the Project at its own cost and expense, and in a manner satisfactory to State.
15. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
16. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

17. Agency's Project Manager for this Project is Kevin Caldwell, Public Works Superintendent, PO Box 666, Phoenix, OR 97535, 541-535-2226, kevin@phoenixoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 8 Office.
2. State's local District Office and Project Manager shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work.
3. Upon notification from Agency, State shall conduct or assist Agency with final technical inspection of the completed Project.
4. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$44,850, such amount being equal to one hundred (100) percent of the State's share of the estimated Project costs. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State involvement is \$44,850.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
6. State's Project Manager for this Project is Kelli Sparkman, Local Agency Liaison, 100 Antelope Road, White City, OR 97503, 541-774-6383, kelli.sparkman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 30673

CITY OF PHOENIX, by and through its
elected officials

By Kevin Caldwell

Date 9/14/15

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Kevin Caldwell
Public Works Superintendent
PO Box 666
Phoenix, OR 97535
541-535-2226
kevin@phoenixoregon.gov

State Contact:

Kelli Sparkman
Local Agency Liaison
100 Antelope Road
White City, OR 97503
541-774-6383
Kelli.sparkman@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]

Region 3 Manager

Date 9/22/15

APPROVAL RECOMMENDED

By [Signature]

District 8 Manager

Date 9/21/15

EXHIBIT A

CITY	HIGHWAY	HWY NAME	MILEPOINT	CROSS STREET
PHOENIX	063 OR 99	BEAR CREEK DR	11.49	4 TH ST.
PHOENIX	063 OR 99	MAIN ST.	11.43	West 5 TH ST.
PHOENIX	063 OR 99	MAIN ST.	11.49	4 TH ST.
PHOENIX	063 OR 99	MAIN ST.	11.55	West 3 RD ST.
PHOENIX	063 OR 99	MAIN ST.	11.61	2 ND ST.
PHOENIX	063 OR 99	MAIN ST.	11.67	West 1 ST ST.

AGENDA BILL

AGENDA ITEM: _____ 10C _____

AGENDA TITLE: Discussion of the process for Union Negotiations

DATE: _____ 4/04/16 _____

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: _____ XX _____

EXPLANATION:

In January 2014 the City of Phoenix signed three year contracts with both the Police Union and the General Unit which are both represented by the teamsters. Both of the contracts will end December 31, 2016.

Historically, the represented employees send a letter asking to open up negotiations. However this is not exclusively an employee right. Management can send a letter up to 180 days before the contract ends and ask to open negotiations.

If neither party ask for contracts to be reopened the contract will be automatically renewed for another three years.

FISCAL IMPACT:

Unknown at this time

ALTERNATIVES:

STAFF RECOMMENDATION:

N/A

MOTION:

N/A

PREPARED BY: Steve Dahl **REVIEWED BY:** _____

AGENDA BILL

AGENDA ITEM: 10d

AGENDA TITLE: Overview of the Transportation System Development Plan

DATE: 4/04/16

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: xx

EXPLANATION:

In February the Council was given a copy of the Transportation System Development Plan. Tonight Matt is going to give a quick overview of that plan to prepare the Council for a joint decision making meeting with the Planning Commission on April 25.

FISCAL IMPACT:

None at this time

ALTERNATIVES:

None

STAFF RECOMMENDATION:

To approve as presented.

MOTION:

PREPARED BY: Steve Dahl REVIEWED BY: _____

AGENDA BILL

AGENDA ITEM: 10e

AGENDA TITLE: A Resolution allowing a budget increase pursuant to ORS 294.326(3) providing for the receipt and expenditure of Unexpected Monies for FY 2015-2016.

DATE: April 4, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: XX

MOTION: _____

INFORMATION: _____

EXPLANATION:

On January 5, 2016 at 0530 hours, Officers from the City of Phoenix Police Department arrested a male wanted out of Tuscaloosa Alabama. The male was wanted in connection to a theft of a large sum of cash. The male's vehicle was seized and later searched under the authority of a Search Warrant. The cash located both in the vehicle and on his person at the time of arrest totaled \$35,269.00. Since this money is evidence, it must be transferred in a safe manner as to not disrupt the Chain of Custody. The \$35, 269.00 will be deposited into the city's account then transferred to the Tuscaloosa Police Department who will then release the money to the victim in this crime.

Attached is a Resolution increasing the budget pursuant to ORS 294.326(3) providing for the receipt and expenditure of the insurance proceeds.

FISCAL IMPACT:

\$35,269.00 Increase both revenue and expenditure

ALTERNATIVES:

None offered.

STAFF RECOMMENDATION:

Staff recommends that Council approve the Resolution allowing a budget increase for the receipt and expenditure of unexpected monies in FY 2015-2016.

MOTION: "I MOVE TO ADOPT RESOLUTION NO. _____, ALLOWING A BUDGET INCREASE PURSUANT TO ORS 294.326(3) PROVIDING FOR THE RECEIPT AND EXPENDITURE OF UNEXPECTED MONIES FOR FISCAL YEAR 2015-2016."

PREPARED BY: Steve Weber REVIEWED BY: _____

CITY OF PHOENIX
PHOENIX, OREGON

RESOLUTION NO. _____

A RESOLUTION ALLOWING A BUDGET INCREASE PURSUANT TO ORS 294.326 (3), PROVIDING FOR THE RECEIPT AND EXPENDITURE OF UNANTICIPATED MONIES IN FISCAL YEAR 2015-2016.

WHEREAS, the City of Phoenix, obtained \$35,269.00 through the arrest by Phoenix Officers of a fugitive wanted in connection with the theft of a large sum of cash out of Tuscaloosa, Alabama; and

WHEREAS, the City of Phoenix would like to return the funds to the Tuscaloosa, Alabama Police Department so they, in turn, can return it to the victim in this crime; and

WHEREAS, this revenue was unanticipated when the fiscal year 2015-2016 budget was adopted; and

WHEREAS, ORS 294.326 (3) allows budget increases after the adoption of the budget by providing for the expenditure of gifts, grants, bequests or devises transferred to a municipal corporation for specific purposes; now therefore

BE IT RESOLVED, by the City Council of Phoenix, Oregon, to appropriate the unanticipated \$35,269.00 to the following budget line items.

<u>GENERAL FUND</u>	<u>ADOPTED</u>	<u>INCREASE/ DECREASE</u>	<u>AS AMENDED</u>
Revenue:			
Miscellaneous	\$39,295	\$35,269	\$74,564
Expenditure:			
Materials and Services – Other			
Miscellaneous:	-0-	\$35,269	\$35,269

PASSED AND ADOPTED by the City Council of the City of Phoenix, Oregon, on the 4th day of April, 2016, and signed by me in authentication thereof.

Jeff Bellah, Mayor

ATTEST:

Janette Boothe, City Recorder