

**CITY OF PHOENIX
CITY COUNCIL MEETING
PUBLIC WORKS OFFICE
1000 S. "B" STREET
MONDAY, MAY 2, 2016
5:45 P.M. EXECUTIVE SESSION
6:30 P.M. COUNCIL MEETING**

1) Call to order/Roll call

2) Convene to Executive Session

Executive Session: To discuss City Manager Evaluation

The City Council of Phoenix will now meet in executive session for the purpose of reviewing and evaluating the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. The executive session is held pursuant to ORS 192.660 (2)(i) which allows the City Council to review and evaluate the employment related performance of the chief executive officer of any public body, a public officer employee or staff member who does not request an open meeting.

Representatives of the news media designated staff and specified persons shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

Executive Session adjourns and reconvenes into open session

3) Pledge of Allegiance

4) Mayor's Comments

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

7) Presentations

8) Ordinances, including reading and/or adoption:

9) Consent Calendar:

- a) Approval of Minutes from April 18, 2016 Regular City Council Meeting

10)Unfinished Business:

- a) Approval of MOU with PHURA: Staff Time p.5
- b) Approval of 3% Marijuana Tax to go to voters.....p.13

11)New Business:

- a) Contract for Church Street Storm Water Project.....p.19
- b) Rules for Banner Sign.....p.55
- c) Housing Needs Assessmentp.60

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

May 4, 2016	Budget Committee Meeting
May 9, 2016	Planning Commission Meeting
May 10, 2016	Urban Renewal Meeting
May 11, 2016	Budget Committee Meeting
May 16, 2016	Council Meeting
May 17, 2016	Urban Renewal Budget Meeting
May 18, 2016	Budget Committee Meeting
May 23, 2016	Planning Commission Meeting
May 25, 2016	Budget Committee Meeting
June 1, 2016	Budget Committee Meeting
June 6, 2016	City Council Meeting
June 13, 2016	Urban Renewal 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 continues to work with the Oregon Water Commission to have the water before 2001 come from the river instead of the lake. The small cities group has met and has had a conversation with Medford water commission about the fish persistence issue.	Council, CM		April 16	
Personnel Manual	Council will review personnel manual on April 27th.	CM		April 16	
Fire District Five Contract	Council has reviewed the out of date contracts at the April 18th meeting. City Manager met with Fire District 5 Board asked them to develop a proposal for the District to present to the Council. Fire District 5 Board has agreed to do so and formed a committee to develop the proposal.	CM, Council		July 16	
3% Marijuana Tax	Staff will be bringing the ordinance to the Council on May 2nd to be put on the ballot.	CA, CM, REC		July 16	
Negotiate Union Contracts	An Executive Session will be held in May for the Council to develop strategy	CM, Council	High	May 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	Contracts have been signed now awaiting a start date	PD, CM, PWD	High	May 16	
Talent/Phoenix Water Meter	Mayor, Council President, and City Manager met with the City Manager, Public Works Director, and Councilor from Talent. Phoenix presented their numbers, Talent agreed that there was an issue with lost water. Talent will hire an expert to go over Phoenix's number and the two Cities will come back and meet the first Thursday of May.	CM	High	May 16	Needs update on strategies and negotiations with Talent
SCADA Upgrade	Contractor was in the City on April 8th to work with staff and finish up list of needed equipment. Still on schedule for a middle of May completion.	PWD, CM	Medium	May 16	Approved
ADA Ramps Fixing	Project engineer is working with the contractor to redesign and replace the ado ramps that failed.	PD, CM, PWD		July 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?
Transportation system Plan	Joint meeting with Planning Commission will be held April 25th.	PD	Low	April 16	
Strategic Planning Session	Council has prioritized goals developed in February workshop at the March 9th workshop. CM and Staff are now working to develop processes to reach goals	CM	Low	May 16	
Create low income subsidy for water bills	Staff is working on creating the forms and changing the bill to address Water Commission Requests.	CM FD	Low	May 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	Council will review housing needs assessment at the April 18th meeting. Moved to the May 2nd Meeting	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	City Manager and Planning Director and planning to review with City Council after budget season.	CM, UR, PW	Low	July 16	This will necessitate restriping the lanes
3-5 year financial for budget	Three to five year budget will be part of the budget process.	CM, FD		May 16	Need to discuss at this week's session on Saturday.
Bridge Medallions	Council approved two designs to go on the bridge. Staff is currently finding cost estimates for project.	CM, PW	Low	June 16	

Open Issue	Action	Responsibility	Priority	Estimated Next Step Date	Needs Council Approval and/or Feedback
Recruitment for new Council Member	Council will review applications at the May 2nd meeting.	CM	High	May 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	Staff will be bringing suggested landscaping to the council for approval at the April 18th meeting. Council Approved landscaping for Main Street. Staff is currently working with contractors to insure infrastructure needs.	PHURA Exec Director			Needs Council Approval per IGA
Phoenix Urban Renewal	Staff is working with interested parties in purchasing the properties and getting businesses into PHURA owned building.	PHURA Exec Director			
Phoenix Urban Renewal	Design program to encourage businesses to come to Phoenix - will come to Board at Dec meeting. Has been pushed off indefinitely.	PHURA Exec Director			
Phoenix Urban Renewal	Staff was not able to get requested information by the April 18th meeting. Will give Council an update at the meeting and will supply information as soon as it can.	PHURA Exec Director			Council must approve change in location and façade

Yellow Added requests

Orange does Council want to remove

Open Issue Action Responsibility Priority Estimated Next Step Date Needs Council Approval and/or Feedback

Completed

County Marijuana 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 1/1/13. 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	
Annual Attorney Contract Review	City Attorney contract review will be held on April 18th.	Council		April 16	

AGENDA BILL

AGENDA ITEM: 10 (a)
AGENDA TITLE: Approval of Memorandum of Understanding between the City of Phoenix and Phoenix Urban Renewal Agency for use of City of Phoenix Staff time.
DATE: 5/02/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: X

MOTION: X

INFORMATION: _____

EXPLANATION:

The City Council has stated an interest in helping out Urban Renewal by allowing City Staff to work on Urban Renewal projects. Council has also expressed interest in making sure that the City would be reimbursed for the time staff has spent working on Urban Renewal projects.

Since money to complete the Urban Renewal projects is tight, it has been suggested the City delay remuneration until PHURA has enough revenue to easily pay the bill. The Council will review this on a yearly basis.

City will be reimbursed for staff time at the appropriate hourly rate including all benefit costs.

FISCAL IMPACT:

Initially there would be no direct fiscal impact to the City. Staff would be paid the same, just the work would go towards Urban Renewal projects instead of City related projects. As time went on, there could be increased costs to the City to cover work not being completed in order to complete Urban Renewal priorities.

In the end the City would receive reimbursement for all time spent on Urban Renewal activities.

ALTERNATIVES:

City could require immediate payment for staff time. City could also require Urban Renewal to hire another Director immediately. Both of those options could slow down or stop the progress on the Plaza Center.

STAFF RECOMMENDATION:

N/A

MOTION: “I MOVE TO” Approve the Memorandum of Understanding between the City of Phoenix and Phoenix Urban Renewal Agency for use of City of Phoenix Staff time.

PREPARED BY: Steve Dahl

REVIEWED BY: _____

City OF PHOENIX

PHOENIX, OREGON

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX, OREGON AND THE PHOENIX URBAN RENEWAL AGENCY FOR USE OF CITY OF PHOENIX STAFF TIME.

WHEREAS, the City of Phoenix has an interest in helping out Urban Renewal by allowing City Staff to work on Urban Renewal projects; and

WHEREAS, Council has also expressed interest in making sure that the City would be reimbursed for the time staff has spent working on Urban Renewal Projects; and

WHEREAS, money to complete the Urban Renewal projects is tight; and

WHEREAS, it is in both parties best interest to delay remuneration until PHURA has enough revenue to easily pay the bill; and

WHEREAS, the council will review remuneration on a yearly basis.

NOW, THEREFOR A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX, OREGON AND THE PHOENIX URBAN RENEWAL AGENCY FOR US OF CITY OF PHOENIX STAFF TIME.

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 2nd day of May, 2016

Jeff Bellah, Mayor

Janette Boothe

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PHOENIX AND PHOENIX URBAN RENEWAL AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the City of Phoenix, an Oregon municipal corporation established under ORS Chapter 221 ("City"), and the Urban Renewal Agency of the City of Phoenix, an Oregon quasi-municipal corporation ("Agency"), established under ORS Chapter 457 and duly activated by the City.

RECITALS

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457 (Urban Renewal), the City of Phoenix Municipal Code and the City of Phoenix Urban Renewal Plan ("Plan").

2. The Agency prepared an Urban Renewal Plan as defined by ORS 457.010(16) (the "Plan").

3. The Plan was approved by the City of Phoenix.

4. The Agency will undertake redevelopment activities to carry out the Plan.

5. The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.

6. ORS 190.010 and ORS 457.320 authorize the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.

7. The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Term and Termination.

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, or until the Agency hires an Executive Director, whichever is sooner, and unless sooner terminated as provided herein. This Agreement may be

terminated at any time by either party by giving the other party not less than 30 days written notice of that party's intent to terminate this Agreement.

Article 2: Duties of the City

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. On an annual basis, the Agency shall reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement, with the first payment due no later than thirty days after the expiration of one year after the execution of this Agreement. No interest will be charged during this time for repayment.

The City shall provide to the Agency on at least a monthly basis, and as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement. As set forth below, personnel costs shall be determined by hourly rate, and by position, according to the City's annual budget, inclusive of wages, salary and benefits costs. Any objections or disagreements with the amounts submitted in a monthly statement shall be deemed waived unless articulated in writing and delivered to the City Manager within thirty days after the date the monthly statement of expenditures is submitted to the Agency. Prior to or within thirty days after the first year of this Agreement, the City may meet with the Agency to confer regarding any adjustments to the amounts invoiced to the Agency.

Section 2.3: City Staff Time. City staff time spent on providing services to the Agency shall be separately recorded and documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City. City employees shall record the time expended for Agency on an hourly basis. Copying costs and supplies shall also be recorded for expenditure and reimbursement purposes.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency, monthly, one or more invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency. The invoices shall identify a specific time period covered by the invoice and shall include the employee's hourly rate, inclusive of salaries, benefits, insurance and other costs incurred by the City on a prorated basis, and shall sufficiently state the service performed by the City so that the Agency may properly determine the accuracy of the invoices.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan. The parties agree that the Agency retains the right to hire its own employees. If the Agency chooses to hire its own employees, it will provide the City with at least 30 days written notice of its intent to do so in order to avoid any duplication of services or duties.

Article 3: Duties of the Agency

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for all costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

Article 4: Conflicts

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

Article 5: Non-Agency Relationship

Section 5.1: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

Article 6: Indemnification

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

Article 7: Insurance

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

Article 8: Modification

Section 8.1: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Article 9: Waiver

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

Section 10: Severability.

Section 10.1: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Article 11: Entire Agreement

Section 11.1: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT:

City Date

Agency Date

Attest:

Mayor

AGENDA BILL

AGENDA ITEM: _____ 10(b) _____

AGENDA TITLE: Resolution putting on the November Ballot a 3% sales tax of recreational marijuana

DATE: _____ 5/02/2016 _____

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 asked the city attorney to designate where the tax would be spent. The Council asked the designation to be education, public safety and parks. At the April 4, 2016 meeting the Council decided they wanted to move forward with the designation. At the April 18th meeting the Council reaffirmed their decision for the tax receipts to go to public safety, education, and parks. Tonight the Council will be voting on whether they want to put the tax on the ballot.

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 files 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 notify 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: "I move to approve" Resolution number _____

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 RECREATIONAL 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 three percent tax or fee on the sale of recreational 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 recreational 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 recreational 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 RECREATIONAL 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 recreational marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city; 17 Cities that imposed marijuana taxes prior to the effective date of HB 3400 (2015) should talk to their city attorney about the status of those taxes.

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. Recreational marijuana item has the meaning given that term in Oregon Laws 2015, chapter 614, section 1. Marijuana retailer means a person who sells recreational 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 tax on marijuana retailer's sale of recreational marijuana items.

QUESTION

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

SUMMARY

Under state law, the 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 recreational marijuana items in the city by a licensed marijuana retailer. Approval of this measure would impose a 3 percent tax on the sale of recreational 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

This measure would impose a 3 percent tax on the sale of recreational marijuana items by a marijuana retailer within the city. If approved, the revenues from this tax are estimated to be \$15,000 or more annually, based upon current sales data. 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 3 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: 11(a)
AGENDA TITLE: Church St Storm Drain Contract
DATE: 5/02/16

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: X

INFORMATION: _____

EXPLANATION:

On April 18th the City Council approved the bid from Ledford Construction Company to provide storm drains on South Church Street. The estimated cost is \$35,998.00 and will be completed in July/August of 2016.

FISCAL IMPACT:

Majority of funds to come from the storm water SDC The project will not start until after July 1, 2016 so funds for this project will come out of next year's budget.

ALTERNATIVES:

None offered.

STAFF RECOMMENDATION:

Staff recommends having the City Manager sign the contract for the Church St Storm Drain Project to Ledford Construction Company in the amount of \$35,998.00.

MOTION: "I MOVE TO AWARD THE BID FOR THE CHURCH ST STORM DRAIN PROJECT IN THE AMOUNT OF \$35,998.00 AND HAVE THE CITY MANAGER SIGN THE CONTRACT."

PREPARED BY: Steve Dahl

REVIEWED BY: _____

City OF PHOENIX

PHOENIX, OREGON

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT FOR THE SOUTH CHURCH STREET STORM DRAIN CONTRACT.

WHEREAS, the City of Phoenix has an interest in improving its storm drain system; and

WHEREAS, by hiring a construction company to complete the storm drains who knows how to install storm drain; and

WHEREAS, it is cost effective to hire a construction company to complete the work; and

NOW, THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT FOR THE SOUTH CHURCH STORM DRAINS.

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 2nd day of May, 2016

Jeff Bellah, Mayor

Janette Boothe



CONTRACT DOCUMENTS

CITY OF PHOENIX, OREGON

**Department of Public Works
Church St Storm Drain**

Spring 2016



WORK TO BE DONE

The work to be done under this contract consist of the following on Church Street in the City of Phoenix in Jackson County, Oregon.

1. Implement temporary traffic control and erosion control measures.
2. Install storm drain system.
3. Install storm drain curb inlets.
4. Install manholes.
5. Construct surface restoration where needed.
6. Place asphalt concrete pavement.
7. Install pavement markings.
8. Perform additional and incidental work as called for by the specifications and plans.

AUTHORITY OF CONSULTANT

The Project Engineer will be directly in charge of the project. However, the Project Engineer's authority on this project is as designated in the official "Consultant Agreement" for this project and as designated by the City of Phoenix. This does include authority to approve contract changes or semifinal and final inspection of the project.

APPLICABLE SPECIFICATIONS

The specification that is applicable to the work on this project is the 2015 edition of the "Oregon Standard Specifications for Construction" along with current updates.

CLASS OF PROJECT

This is a City of Phoenix funded project/informal bid.



**Department of Public Works
Church St Storm Drain
Spring 2016**

NOTICE TO CONTRACTORS

Sealed bids will be opened and publicly read at the City Phoenix, Public Works Department, 1000 South "B" Street, Phoenix, OR 97535 at 2:00 PDT on Wednesday, March 30, 2016 for the above referenced project. Bids must be submitted to Bob Britton, Public Works Superintendent, at the same address prior to 2:00 PDT on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PDT on the same date. Proposals received after the time fixed for opening will not be considered.

Bidders must be prequalified on or before the bid opening date in order to be eligible for award. Pre-qualification must be with one of the following: City of Phoenix, City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three business days after the City of Phoenix announces Notice of Intent to Award, 2) the City of Phoenix provides a written response to each timely protest, denying the protest and affirming the award. 3) The City Council of the City of Phoenix approves the contract.

On all projects, work performed by the Contractor's own organization must be at least 30% of the award contract amount.

Contract documents may be obtained from the City of Phoenix Public Works Department, 1000 South "B" St, Phoenix, OR 97535, 541-535-2226, at no charge. An informational copy of the contract will be on file at for inspection at the City of Phoenix Public Works Department.

Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order or surety bond in an amount equal to at least five (5) percent of the amount of such bid proposal. Checks shall be made payable to the City of Phoenix. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Phoenix.

COST ESTIMATE: \$35,000.00 - \$40,000.00

This project consists of storm drain installation on Church Street and Sharon Drive and includes approximately: 310 LF of 12" storm drain pipe, 1 flat top manhole, 3 catch basins, 4 12" storm drain

cleanouts, and 20 tons of AC patch.
This is a city funded project.

Work shall begin no earlier than July 1, 2016 and must be completed no later than July 31, 2016. Please direct all questions to Bob Britton at (541) 535-2226.

No bid will be received or considered by the City of Phoenix unless bidder signs the bid proposal.

The contract is for public works subject to ORS 279C.800 – 279.870. This project is subject to Oregon prevailing wage rates.

Bids must identify whether the bidder is a resident bidder, as defined in ORS 279A.120.

The City of Phoenix may not consider a bid for a public improvement contract unless the bidder is licensed by the Construction Contractors Board.

The City of Phoenix may reject any bid not in compliance with all public contracting procedures and requirements, including the requirement to demonstrate the bidders responsibility under ORS 279C.375, and may reject for good cause any or all bids upon a finding by the City of Phoenix that it is in the public interest to do so.

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. General

Plans and specifications are on file and may be obtained at the City of Phoenix Public Works Department, 1000 South "B" St, Phoenix, OR 97535 at no charge.

2. Location

The project is located at:
Church Street and Sharon Drive.

3. Examination of Plans, Specifications and Site

Bidders shall satisfy themselves as to construction conditions by personal examination of plans, specifications and site of proposed work and by any other examination and investigation which they may desire to make as to the nature of difficulties to be encountered.

4. Proposals

Proposals shall be made on the forms included herewith and shall be addressed to Bob Britton, Public Works Superintendent, City of Phoenix Public Works Department, 1000 South "B" St, Phoenix, OR 97535. Proposals shall be placed in a sealed envelope marked "Sealed Bid for Church Street Storm Drain" and shall be delivered to the above address to arrive not later than 2:00 pm March 30, 2016.

No proposal may be withdrawn after the time set for the bid opening or before award of the contract unless said award is delayed for a period exceeding sixty (60) days.

5. Bid Proposal Deposits

As a guarantee of good faith and as required by law, each bid shall be accompanied by a bid proposal deposit in the form of a certified check, cashier's check or surety bond, payable to the order of the City of Phoenix, for an amount not less than five (5) percent of the total amount of bid. Deposits of the three low bidders will be retained until a contract has been entered into between the successful bidder and the City of Phoenix, and until a performance and payment bond in an amount of one hundred (100) percent of the contract price has been filed as required under these contract documents.

Deposits of other bidders will be returned as soon as it is determined that they are not one of the three low bidders.

6. Award of Contract

The contract will not be awarded until the City of Phoenix is satisfied that the successful bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time or reasonable doubt as to whether the bidder would complete the work on time would be cause for the rejection of any bid. In addition, the City of Phoenix may determine any bidder not to be responsible in accordance with ORS 279C.395 and/or any other legal authority. The right is reserved by the City of

Phoenix to waive, as an informality, any irregularities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals or to otherwise carry out the work.

7. Failure to Execute Contract

In the event the successful bidder fails to furnish all approved bonds and to sign the contract within ten (10) days after notification of award, an amount equal to five (5) percent of the amount of the bid shall be forfeited to the City of Phoenix as liquidated damages. Said liquidated damages shall be paid from the check or bid bond filed by the bidder. Other proposals will then be reconsidered for award by the City of Phoenix.

8. Corrections, Interpretations and Addenda

Any omissions, discrepancies or need for interpretation of the project documents should be brought in writing to the attention of the Project Engineer listed below. Written addenda to clarify questions which arise will then be issued.

9. Project Engineer

Notices as required in the general conditions shall be mailed to Marquess and Associates, 1120 E Jackson PO Box 490, Medford, OR 97501, Attn: John Higday, P.E.

10. Chemical Hazard Communication

Before starting work under this contract, the contractor is required to supply information to the City of Phoenix on all chemical hazards that the Contractor's work may produce and thereby create exposure to the City of Phoenix employees and agents.

11. Completion Time

The contractor shall be required to have the contract completed by May 27, 2016.

Hours of Labor – Posting Hours of Labor:

- For work under this contract, a person may not be employed for more than ten (10) hours in any one (1) day, or forty (40) hours of work in any one (1) week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; and;
 - b. For all overtime in excess of ten(10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and;
 - c. for all work performed on Saturdays and on any legal holiday specified in ORS 279C.540.
- The contractor is not required to pay overtime if the request for overtime pay is not filed within thirty (30) days of completion of the contract if the contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

- Contractors and subcontractors must give notice in writing to employees who perform work under this contractor, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

It is the responsibility of each bidder to ascertain if all the documents listed on the attached index are included in their copy of the bid specifications.

If documents are missing, it is the sole responsibility of the bidder to contact the City of Phoenix to obtain the missing documents prior to bid opening time.

12. Bid Package Checklist

The following are required as a minimum for a complete bid.

- Non-Collusion Affidavit
- Oregon Statutory Certifications
- First-Tier Subcontractor Disclosure Form
- Bid Bond Form
- Bid Bond
- Signed Proposal Form
- Schedule of Prices
- Acknowledgement of Receipt of Addenda

BID FORMS

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 subcontractors to be used and the percentage of work that each subcontractor will perform.

LED FORD CONSTRUCTION
(Name of Firm)

By: [Handwritten Signature]
(Authorized Signature)

Title: PRESIDENT

**OREGON STATUTORY (ORS) CERTIFICATIONS
(MUST BE SIGNED AND INCLUDED WITH BID PROPOSAL)**

WE HEREBY CERTIFY to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **WE CERTIFY** also that we shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.452, and all regulations and administrative rules established pursuant to those laws. **WE CERTIFY** also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

WE HERBY CERTIFY that we will and that our subcontractors will, acknowledge that our employers will be subject employers under Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

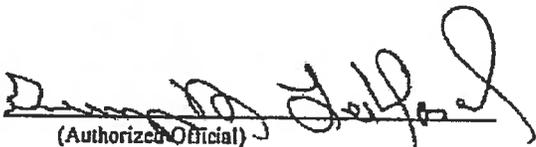
WE HERBY CERTIFY that we are a "Resident Bidder", as defined in ORS 279A.120

ORS 279A.120(1)(b) Resident Bidder defined: A bidder that has paid taxes or income taxes in Oregon during the 12 calendar months immediately preceding a submission of the bid/proposal and has a business address in Oregon.

ORS 279A.120 in regards to preferential treatment reads in part as follows: In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract in accordance to 279A.120(b), "add a percent increase to the bid of nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

WE HEREBY CERTIFY that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) days before the proposal deadline.

Whereas, State and Federal law prohibits discrimination in employment on the basis of race, color, religion, sex, disability, familial status, or national origin, and whereas the City of Phoenix supports and has set-forth a policy of equal employment opportunities for all, the following certification is required: **WE HEREBY CERTIFY**, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of phoenix policy of non-discrimination.

Contractor 
(Authorized Official)

Date 3/30/16

Exceptions to the above Certifications. The contractor will cross out those items they cannot certify to and list the reason for the exception:

BID BOND FORM

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

Sign Here [Signature]

BID BOND

Know all men by these presents, that we Ledford Construction Company 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 (5%) of Bid Amount 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 Church St. Storm Drain, 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 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 the bond.

Signed, sealed and dated this 30 day of March, 2016.

Principal [Signature] Ledford Construction Company

Surety [Signature] Travelers Casualty and Surety Company of America
Karen C. Swanson, Attorney-in-Fact

Return of deposit in the amount of \$ _____

By _____

Date _____





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. 230535

Certificate No. 006675092

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

Karen C. Swanson, Brent E. Heilesen, Peter J. Comfort, Julie R. Truitt, Christopher Kinyon, Jamie Diemer, Carley Espiritu, Jennifer L. Snyder, Annelies M. Richie, and Kyle Joseph Howat

of the City of Tacoma, State of Washington, 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 29th day of February, 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 29th day of February, 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 herunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

PROPOSAL

The City Council

City of Phoenix, Oregon
1000 South B Street
Phoenix, OR 97535

Pursuant to and in compliance with your invitation for bids and all other documentation 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, expandable 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 Phoenix's project, designated as Church Street Storm Drain, 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.

Firm/Name of Bidder LEDFORD CONSTRUCTION

Signature of Bidder *George M. Ledford*

Printed Name of Bidder GEORGE M. LEDFORD

Official Title OWNER/PRESIDENT

State of Incorporation OREGON

CCB Number 63555

Dated this 30th day of MARCH 2016

Address of Bidder PO Box 910 MEDFORD OR. 97501

Mailing Address (if different) _____

City, State and Zip Code MEDFORD, OR. 97501

E-mail JEFF@LEDFORDCC.COM MARK@LEDFORDCC.COM

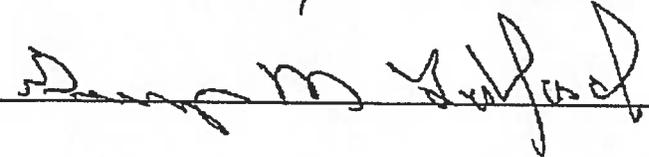
Phone 541-535-8692

Fax 541-535-8695

SCHEDULE OF PRICES

Item No	Item Description	Unit	Quantity	Unit Price	Total
TEMPORARY FEATURES AND APPURTENANCES					
10	Mobilization	LS	1	2200.00	2200.00
20	Temporary Work Zone Traffic Control Complete	LS	1	500.00	500.00
30	Erosion and Sediment Control	LS	1	500.00	500.00
ROADWORK					
40	Construction Survey Work	LS	1	500.00	500.00
DRAINAGE AND SEWERS					
50	Trench Resurfacing	SY	175	38.00	6,650.00
WEARING SURFACES					
60	Saw Cutting and Demo of Existing Roadway and Curbs	LS	1	1,000.00	1,000.00
70	Concrete Curb and Gutter	LF	30	30.00	900.00
80	Restoration of Landscape	LS	1	300.00	300.00
STORM WATER SYSTEM					
90	12" 3034 SDR 35 with 3/4-0 Backfill	LF	322	34.00	10,948.00
100	12" 3034 Tees	EA	2	400.00	800.00
110	12" 3034 Cross	EA	2	600.00	1,200.00
120	12" Storm Drain Cleanout	EA	4	85.00	340.00
130	48" Manhole	EA	1	3,000.00	3,000.00
140	2 1/2 Curb Inlet	EA	3	1,300.00	3,900.00
150	12" 3034 22' Bend	EA	1	200.00	200.00
CONSTRUCTION SUBTOTAL					35,998.00

Total Amount in words THIRTY FIVE THOUSAND, NINE HUNDRED AND
NINETY EIGHT ^{NO}/100 DOLLARS

Signature 

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?"

NONE Through

LEDFORD CONSTRUCTION 3/30/2016
Contractor 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 document evidencing an intent to be bound.
- Acknowledge receipt of an addendum to 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 document, 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 that are clearly evident on the face of the bid form by also include instances in which the intended correct bid is clearly evident by simple arithmetic calculations. For example, missing unit price may be

established by dividing the total bid item by the quantity of units for that item, and a missing or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices shall prevail.

- **Mistakes Where Intended Correct Bid is Not Evident**

The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

PERFORMNCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT whereas City of Phoenix, Oregon, a municipal corporation has awarded to:

(Contractor)

hereinafter designated as the "Principal" a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

Church Street Storm Drain

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal and _____, a corporation, organized and existing under an by virtue of the laws of the State of Oregon, and duly authorized to do business in the State of Oregon as surety, are firmly bound unto City of Phoenix in the sum of _____ dollars \$ _____ lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter by made, at the time and in the manner therein specified and shall pay all laborers, mechanic, subcontractors, with provisions and supplies for the carrying on of such work on his or their parts and shall indemnify, save harmless and defend the Owner, the Project Engineer and their officers, employees and agents from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal or any subcontractor, in the performance of said contract or any modifications thereof and shall further indemnify, save harmless and defend Owner, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof; or from defects appearing or developing in the material or workmanship, provided or performed under said contract within a period on one (1) year after acceptance thereof by Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or the specifications. This Bond is provided pursuant to and shall be construed in accordance ORS 279C.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 2016.

Principal _____

By _____

Title _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

By _____

Title _____

APPROVED AS TO FORM

Surety _____

By _____

By _____

(Attorney for _____)

Address of local office and agent of Surety Company is

**WORKER'S COMPENSATION
EMPLOYER'S LIABILITY ENDORSEMENT**

City of Phoenix Public Works Department
1000 South "B" Street
Phoenix, OR 97535

A. Policy Information

1. Insurance Company _____
2. Policy Number _____
3. Effective Date of This Endorsement _____
4. Named Insured _____
5. Employer's Liability Limit (Coverage B) _____

B. Policy Amendments

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsements attached thereto, it is agreed as follows:

1. Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Mail Return Receipt Requested has been given to Owner. Such notice shall be sent to the address given in the heading of this endorsement.

C. Signature of Insurer or Authorized Representative of the Insurer

I, _____ (print/type), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature of Authorized Representative _____
(original signature required on endorsement furnished by City of Phoenix)

Organization _____

Title _____

Address _____

Telephone _____

PREVAILING WAGES

Prevailing wage rates for this project and size can be found at the Oregon Bureau of Labor and Industries (BOLI) or on the Web at <http://www.oregon.gov/BOLI>

TECHNICAL PROVISION

DEFINITIONS

ENGINEER – Marquess and Associates, Inc.

AGENCY/CITY – City of Phoenix, OR

STANDARD SPECIFICATION – Oregon Department of Transportation, Oregon Standard Specifications for Construction, 2015 Edition, produced by the Oregon Department of Transportation and the Oregon Chapter of the American Public Works Association. The Oregon Standard Specifications for Construction are hereby incorporated by reference as if fully set forth herein. Information on how to obtain copies of these documents is available on the Oregon Department of Transportation web site at: <http://oregon.gov/ODOT/HWY/SPECS>.

Whenever state agencies, department or officers are referred to therein, the comparable city agencies, departments or officers are meant thereby for the purpose of these documents. Specified definitions are outlined in Section 00110.20 of the contract special provision.

SPECIAL PROVISIONS

Prepared by



City of Phoenix Public Works
1000 South "B" Street
PO Box 330
Phoenix, OR 97535

Section 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemental and/or modified as follows:

0011.20 Definitions – Add the following definition:

City – The City of Phoenix, Oregon, acting through its designated representative(s).

00110.31 Use of Metric or Customary (English) System: Supplemental drawings may be in either metric or English units, at the discretion of the Engineer. Work, must be done in the units shown on the supplemental drawings.

Section 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard specifications supplemental and/or modified as follows:

00120.00 Prequalification of Bidders – Replace this subsection with the following:

Bidders are required to be prequalified to be eligible for award. Prequalification must be with the City of Phoenix, City of Medford, or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions the bidder will be ineligible for this contract.

00120.01 General Bidding Requirements – Replace this subsection with the following:

Bids must be submitted by paper, electronic bids will not be accepted.

00120.05 Request for Solicitation Documents – Replace this subsection with the following:

Plans and specifications will be available only at the City of Phoenix, Public Works Department, 1000 South “B” Street, Phoenix, OR, for no charge.

The plans for which are applicable to the work to be performed under the contract, bear title and date as follows:

Church Street Storm Drain – Spring 2016

00120.30 Changes to Plans, Specification or Quantities before Opening of Bids – Replace this subsection with the following:

The Agency reserves the right to issue Addenda making changes to the Plans, Specifications or quantities. The Agency will provide Addenda via email to contractors shown on the Plan Holders List only.

Bidders, not the Agency, shall be responsible for failure of Bidders to obtain Addenda.

00120.40 Preparation of Bids – Modify this subsection as follows:

(a) General – Delete subsection (2) “Electronic Bids”. Electronic bids are not permitted.

(c) Bid Schedule Entries – Delete subsection (2) “Electronic Bid Schedule Entries”. Electronic bids are not permitted.

(e) Bid Guaranty – Replace the first sentence with the following:

All bids shall be accompanied by a bid guaranty in the amount of 5% of the total amount of the bid.

Delete subsection (2) “Bid Guaranty with Electronic Bids”. Electronic bids are not permitted.

0012.45 Submittal of Bids – Replace this subsection with the following:

Bids shall be submitted in person or by mail to Bob Britton, PW Superintendent, City of Phoenix Public Works Department, 1000 South “B” Street, PO Box 330, Phoenix, OR 97535, in a sealed envelope marked with the name of the bidder and the words “Church Street Storm Drain”.

If a delivery or courier service is used, the bidder shall place the sealed envelope containing the bid inside the delivery or courier service’s envelope. Bids may not be submitted by fax.

Bids may be submitted until 2:00 pm PST on the day of bid opening, bids submitted after that time will not be opened or considered. The Agency assumes no responsibility for the receipt and return of the bids. First Tier Disclosure forms may be submitted until 4:00 pm on the day of bid opening.

00120.60 Revisions or Withdrawals of Bids – In the paragraph that begins “(a) Paper Bids – Information entered into the ...”, replace “ODOT Procurement Office-Construction” with “City Engineer”.

Replace the bullet that begins “Changes are received at the same...” with the following bullet

- Changes are received by Robert Gunter, City Engineer, City of Phoenix, 1000 South “B” Street, Phoenix, OR 97535, before 2:00 pm PST on the day of the Bid Opening.

In the paragraph that begins “A bidder may withdraw...”, replace “ODOT Procurement-Construction with “City Engineer”

Replace the bullet that begins “The request is received at the same...” with the following bullet:

- The request is received Robert Gunter, City Engineer, City of Phoenix, 1000 South “B” Street, Phoenix, OR 97535, before 2:00 pm PST on the day of the Bid Opening.

Delete subsection (b) “Electronic Bids”. Electronic bids are not permitted.

Section 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

Section 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.15 (b) Agency Responsibilities – Replace this subsection, except for the subsection number and title with the following:

The Engineer will:

Provide vertical and horizontal alignment data that is sufficient for the Contractor to complete survey work as needed.

00150.15(c) Contractor Responsibilities – replace this subsection, except for the subsection number and title with the following:

The contractor shall:

Perform, or have performed, surveying work sufficient to accomplish the work.

00150.50 Cooperation with Utilities – Add the following subsection 00150.50(f)

Utility Information:

Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

	Utility	Contact Person's Name and Phone Number
1.	City of phoenix	Matias Mendez – 541-951-9028
2.	Pacific Power	Rylan Wood – 541-858-3204
3.	Avista Gas	David McFadden – 541-941-4055
4.	Charter Communications	Brad Dill – 541-282-8672
5.	Century Link	Jim Martin – 541-776-8268
6.	Rogue Valley Sewer Service	Carl Tappert – 541-664-6300

This project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of utilities about work being done performed in the vicinity of their facilities. The Utilities Notification System telephone number is 811 or use 1-800-332-2344.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.10(f) Notice of Claim Against Bond – Replace this subsection with the following subsections:

00170.10(f) Notice of Claim Against Bonds – An entity claiming not to have been paid in full for labor or materials supplied for the prosecution of the work may have a right of action first on the Contractor's public works bond and then, for any amount of claim not satisfied by the public works bond, on the Contractor's bond, cashier's check, or certified check as provided in ORS 279C.600 and ORS 279C.605

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000.00	\$1,000,000.00
Commercial Automotive Liability	\$1,000,000.00	n/a

00170.70(c) Additional Insured – add the following paragraph and bullets to the end of this Subsection:

Add the following as Additional Insureds under the Contract:

- The City of Phoenix and its officers, agents, employees and City Council.
- Marquess and Associates, Inc.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

Construction Sequence – The following methods/sequence of construction are required on the Project in an effort to limit damage to the existing roadway base structure:

1. Implement temporary traffic control and erosion control measures.
2. Sawcut, or remove with other approved method, existing surfacing required for installation of utilities only. Leave in place and protect all remaining surfacing not removed.
3. Install storm drain systems.
4. Install storm drain curb inlets.
5. Install manholes.
6. Construct surface restoration where needed.
7. Place asphalt concrete pavement.
8. Perform additional and incidental work as called for by the Specifications and Plans.

Add the following Subsection:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities.....	00150.50
Final Completion Time.....	00180.50

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – A type B schedule as detailed in the Standard Specifications is required on this contract.

Add the following Subsection:

00180.50(h) Contract Time – Complete all work to be done under the contract, not later than May 27, 2016.

00180.85(b) – Liquidated Damages – Add the following paragraph:

The liquidated damaged for failure to complete the work on time are \$750.00 per calendar day*.

* Calendar day amounts are applicable when the contract time is expressed on the calendar day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(f-2) Scale Without Automatic Printer – Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency – Provided Weigh Technician – Add the following paragraph after the bullet list:
Pay costs for weigh technician at \$35.00 per hour.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.50(b) Retainage – Replace the first paragraph of this subsection with the following:

The amount to be retained from progress payments will be 5% of the value of work accomplished, and will be retained in the Cash, Alternate A form. No retainage will be withheld for work performed as Force Account Work, escalation/de-escalation, bonuses or other items decided by the agency.

SECTION 00196 – PAYMENT

Comply with section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 – DISAGREEMENTS, PROTEST, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications and/or modified as follows:

00220.02 Public Safety and Mobility – Replace the last bulleted item with the following bullet:

- Maintain access to all driveways within the work zone at all times.
- When construction requires the closure of a sidewalk or sidewalk ramp, place a Type “W1” SIDEWALK CLOSED” (OR22-12-21) sign at each point of closure.
- When construction requires the closure of a sidewalk, notify, in writing, the City of Phoenix at least 14 days in advance of the closure. Do not close the sidewalk until the City provides written approval. After approval, provide 48 hours notification prior to closing the sidewalk.
- No city complete closure will be permitted.

00220.4(e)(3) City of Phoenix Additional Lane Restrictions

- Do not close any traffic lanes on any street prior to receiving Notice to Proceed.
- Complete closure of both traffic lanes will not be allowed.
- Roadways shall be free of barricades or other objects and all lanes open to traffic during all the restrictive periods listed above.

Add the following subsection:

(f) Maintenance of Road Surface – If, at any time during the earthwork stage of construction a rain shower should occur, the Engineer may require the contractor to place a layer of aggregate base material on the grade to ensure the safe movement of traffic. No payment will be made for this work.

At no time shall the contractor leave the surface of the roadway in a condition that could cause damage to vehicles. Aggregate subbase shall be covered with aggregate base rock prior to opening the roadway to public access or by end of work day. If not to grade, contractor shall place a layer of aggregate base over the aggregate subbase.

During construction, the contractor shall ensure that the road is always left in good condition, and damage to existing road surface caused by contractor's equipment shall be repaired by the contractor at his expense. At a minimum, a course of aggregate base material shall be graded and compacted to restore the road surface. In the event inclement weather increases damage to road surface, the Engineer reserves the right to stop work on the project.

The existing roadway base structure is to be protected to the extent possible by leaving as much surfacing in place until utilities have been installed and roadway rehabilitation work is ready to commence. After removal of surfacing, roadway rehabilitation, base rock placement, and paving operations are to commence without delay.

00220.60(2) Agency Responsibility – Delete the first bullet of this subsection that begins "Maintain existing surfacing..."

SECTION 00225 WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications and/or modified as follows:

00225.05 Contractor Traffic Control Plan – Replace the sentence of this subsection that begins "If the contractor will be using

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with section 00290 of the Standard Specifications.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with section 00290 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL

Comply with Section 00405 of the Standard Specifications and/or modified as follows:

00405 Bedding – Add the following:

For pipes 2" in diameter and smaller, bedding may be commercially available 3/8"-0 or No. 10-0 sand.

00405.13 Pipe Zone Material – Replace the sentence and two bullets that begin "For rigid pipe, unless otherwise directed..." with the following:

For rigid pipes larger than 2" in diameter, unless otherwise directed, furnish 1'-0 or 3/4"-0 base aggregate conforming to 2631.10.

Add the following:

For pipes 2" in diameter and smaller, pipe zone material to be commercially available 3/8"-0 or No. 10-0 sand.

00405.46 Backfilling – Add the following

The Engineer may, at his discretion, require one or more compaction tests on trench backfill.

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PRIME CONTRACTOR NAME LEDFORD CONSTRUCTION

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 \$100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor (furnishing labor) is greater than or equal to: 5% of the project bid, but at least \$15,000.00; 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 – CHURCH STREET STORM DRAIN
Bid Closing Date: March 30, 2016 Time (PM) 2:00

Contractor Name & Address	Work Type	CCB Number	Amount
MOUNTAIN VIEW PAVING	PAVING		\$6,000-
PICOLLO	CONCRETE		\$4,000-

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

AGENDA BILL

AGENDA ITEM: 11(b)
AGENDA TITLE: Approval of Rules for Banner Signs
DATE: 4/18/2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: X

MOTION: X

INFORMATION: _____

EXPLANATION:

Phoenix Urban Renewal with the permission of the City of Phoenix has just placed banner poles on Main Street. To help facilitate the use of the poles and to insure the benefit for Phoenix citizens, the staff feels that rules need to be in place for people to hang banners.

Staff has suggested a price to hang the banners at \$330. This will cover the cost of putting the banner up and taking it down.

FISCAL IMPACT:

It cost approximately \$310 to put up the banner sign. City will charge \$330 to do so.

ALTERNATIVES:

Not to change out banner signs. Have the City put one up and leave it there.

STAFF RECOMMENDATION:

To approve the rules for hanging a banner.

MOTION: "I MOVE TO"

PREPARED BY: Steve Dahl

REVIEWED BY: _____

BANNER RULES

- 1) Banners are reserved at a first come first served basis.
- 2) Banners must meet the following specifications.
 - a. 12' to 17' long
 - b. 3.5' to 4.5' high
 - c. #4 grommet installed in double fold of material
 - d. Reinforced Corners
 - e. Sewn-in Webbing
 - f. "D" Ring for tie-downs
- 3) Banners cannot have politically oriented message
- 4) Banners cannot have religious symbols or messages if the primary message or effect of the symbol is either the advancement or inhibition of religion. There can be a religious symbol on the banner if it is the symbol for your church or religion and the banner is advertising a specific event, service, or program.
- 5) Banners cannot hang for more than 2 weeks (14 Days)
- 6) Banners must be delivered a minimum of 5 working days prior to the requested installation date and picked up not more than 5 working days after the banner is removed.
- 7) The City of Phoenix is the final arbitrator of whether the message is appropriate.

MAIN STREET BANNER APPLICATION

INSTRUCTIONS AND SPECIFICATIONS

Banners on Main Street shall be scheduled on a first-come, first served basis. Organization wishing to hang a banner must make sure their banner meets City of Phoenix specifications. Scheduling and payment shall be done with Public Works at their office 1000 S. B. Street.

1. Name of Organization _____
2. Dates Requested for Banner: From _____ To _____
3. Contact Person: _____
4. Phone: _____

Subject to City approval the banner will be installed and removed by the City of Phoenix Public Works Department. The costs for installation and removal of the banner is \$330.00.

Banners will not be allowed to hang more than two weeks (14 days).

Banners must be constructed according to the specifications attached to this form. If the banner is found to be faulty or not made according to these specifications it will not be hung.

Please write below the exactly what will be printed on the banner. No politically oriented messages of any kind are permitted on the banner. No religious symbols or messages will be allowed if the primary message or effect of the symbol or message is either the advancement or inhibition of religion. (I.e. you can have time and place for a special meeting or service but you can't have a message).

Banners must be delivered a minimum of 5 working days prior to the requested installation date and picked up not more than 5 working days from the date the banner is removed. Please call Public Works at 541-535-2226 to set up a time to drop off your banner at the Public Works Department 1000 S. B. Street, Phoenix Oregon. The City is not responsible for lost, stolen or damaged banners.

The undersigned on behalf of the Organization listed, hereby agrees to indemnify and hold harmless the City of Phoenix for all damages or claims brought by the undersigned or third persons relating to the hanging of the banner described above.

Signature of applicant or responsible party

Printed name

Date

Note: Banner Dates cannot be guaranteed. The City reserves the right to remove banners at their discretion.

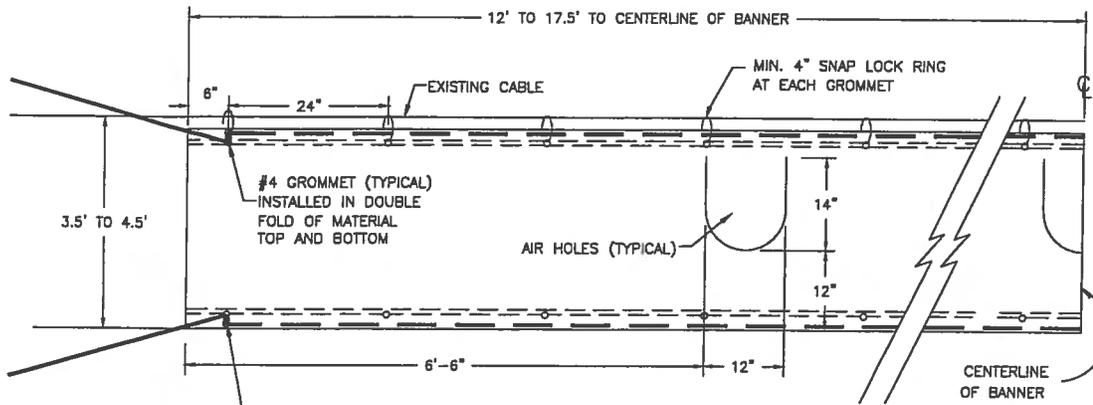
Please initial that you have received the banner specification (M-4) sheet.

Date fee paid: _____

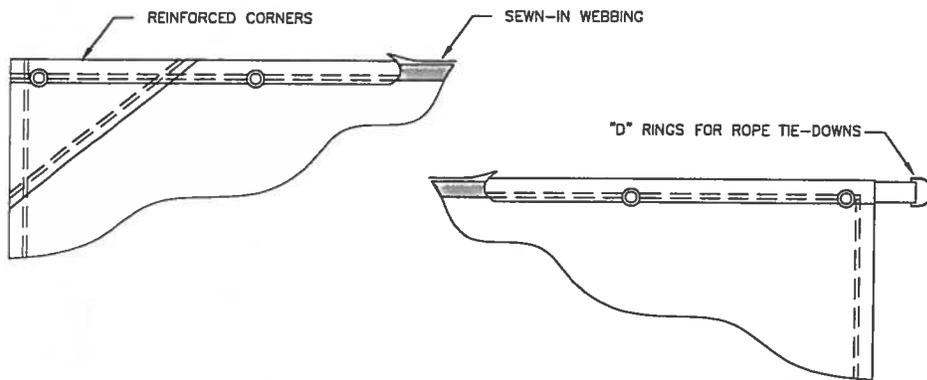
Received by: _____

Comments

Banner Inspected and approved by _____ Date: _____



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STREET BANNER DETAIL

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 @ @ 17 @ 756 % # . . @ 7 \$. @ 9 14 - 5 @ 0 & @ 8' @ # ' @ # @ 00' 4 @ 52' % 6' & @ * ' 0
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FILE: CP-M-4.DWG

UNIFORM STANDARDS FOR PUBLIC WORKS CONSTRUCTION		CHECKED	DATE	M-4
		APPROVED	DATE	
STREET BANNER		NO REVISED	07/24/08 DATE	DRAWING No.

AGENDA BILL

AGENDA ITEM:

114

AGENDA TITLE: DISCUSSION OF HOUSING
NEEDS ASSESSMENT.

DATE: April 18, 2016

ACTION REQUIRED:

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: N/A

INFORMATION: XX

EXPLANATION: The Housing Element in the City's Comprehensive Plan has not been updated since the late 1990s, but the City is projected to add nearly 2,000 new residents over the next 20 years. The City will likely need to initiate an Urban Growth Boundary Amendment (UGBA) in order to accommodate new demand for residential land. A Housing Needs Assessment provides a technical basis from which the Housing Component of the Comprehensive Plan will be updated and establishes need for inclusion of new residential land within a City's Urban Growth Boundary (both a current and proposed boundary).

Consultant EcoNorthwest was engaged to produce the HNA in late 2015. Planning Department staff completed a residential buildable lands inventory at the end of 2015, and has begun the process of updating the Housing Element of the City's comprehensive plan. The HNA has determined that approximately 97 acres of land will be needed to accommodate the City's growing population. Some of this growth may be accommodated within the City's current UGB, but opportunities for adding density to accommodate new residents within the current UGB are limited.

In addition to determining the need for residential land, the HNA also examined housing affordability and the state of the local housing market for rental and owner occupied dwellings. The study concluded that affordability will be a significant challenge in Phoenix, as it is throughout the Rogue Valley. It also found a housing shortage across all income levels and housing types—particularly single family attached (townhome) units.

MOTION: NO ACTION TO BE TAKEN—INFORMATION AND DISCUSSION ONLY

PREPARED BY: M. Brinkley

REVIEWED BY: