
City Council Meeting
Agenda
September 18, 2023
6:30 p.m. Public Meeting
Hybrid Meeting in Person and Via Zoom
Phoenix Plaza Civic Center 220 N. Main St./Via Zoom

*A complete agenda packet is available on the city's website. This meeting is being conducted in person and virtually to allow for public participation. A recording of the meeting in its entirety will be posted to www.phoenixoregon.gov. To comment on agenda items, please write your name on the sign-in sheet and include the item number, if attending via Zoom raise your hand when the topic is discussed by Council. **If you need special accommodations, please give the City Recorder 72-hours prior notice.***

Please click the link below to join the webinar:

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

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

2. Pledge of Allegiance

3. Presentations

- a. Colleen Padilla, Executive Director - Southern Oregon Regional Economic Development, Inc. (SORED) Update
- b. New City of Phoenix Website

4. Public Comments

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

5. Consent Agenda

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

a. Reports for Information & Possible Action:

- 1. Phoenix Police Department Surplus Vehicle,.....5
- 2. Resolution No. 1114 – Adopting Medford Water Commission Resolution 1902 Modifying the SDC Rate,.....6
- 3. Intergovernmental Agreement Between Jackson County, the City of Talent, and the City of Phoenix for Fuel Reduction Work on the Bear Creek Greenway,.....12

b. Minutes to Approve and File:

- 1. Minutes from City Council Meeting August 21, 2023,.....30
- 2. Minutes from the City Council Executive Session August 21, 2023,.....34

6. Consent Agenda Items Pulled for Discussion

7. New Business

- a. Appointment of the 2023 City Council Vice-President,.....35
- b. Appointment of Councilors as Committee and Commission Liaisons,.....36
- c. Interviews of Candidates for the Open City Councilor Seats,.....37

8. Ordinance: Reading/Adoption

- a. Ordinance No 1033 – An Ordinance Annexing 353 Acres Within the City’s Urban Growth Boundary Pursuant to ORS 222.170, Removing the Area from Jackson County Fire District No. 2 Pursuant to ORS 222.524 and Annexing the Area to Jackson County Fire District No. 5 to ORS 198.867(3),.....46

9. Staff Reports

- a. City Attorney
- b. City Manager,.....74
- c. CEDEV Director

10. Mayor and Council Comments / Reports

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

11. Adjournment

To be scheduled: City Council

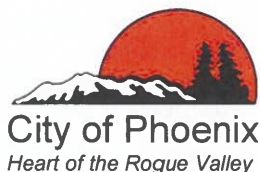
To be scheduled: PHURA

- Annual Report
-

Upcoming City of Phoenix Meetings:

September 21, 2023	Parks and Recreation Committee Meeting 6:00 pm at 220 N. Main St.
October 02, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
October 09, 2023	Planning Commission Meeting 6:30 pm at 220 N. Main St.
October 16, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
October 19, 2023	Parks and Recreation Committee 6:00 pm at 220 N. Main St.
November 06, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
November 13, 2023	Planning Commission Meeting 6:30 pm at 220 N. Main St.
November 20, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
December 02, 2023	<i>Christmas Tree Lighting</i> 220 N. Main St.
December 04, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
December 11, 2023	Planning Commission Meeting 6:30 pm at 220 N. Main St.

All of the above meetings are tentative and are subject to change.



City of Phoenix

Heart of the Rogue Valley

Agenda Item #: 5a1.

Agenda Report to Mayor and Council

Agenda item title: Phoenix Police Department Surplus Vehicle

Meeting Date: September 18, 2023

From: Derek Bowker, Chief of Police

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

PREPARED BY: Chief Derek Bowker **REVIEWED BY:** _____

SUMMARY

Declare Phoenix Police Department Vehicle #4603, a 2014 Dodge Charger, VIN #2C3CDXAG4EH450471, surplus.

BACKGROUND AND DISCUSSION

The Phoenix Police Department currently has a 2014 Dodge Charger that was purchased new in October 2015. This vehicle has approximately 90,000 miles on the odometer and has served the City of Phoenix well. However, the maintenance upkeep on the vehicle outweighs its benefit. It currently has bad lifters, body damage, needs new tires and other issues that would cost the city around \$10,000 to rectify on a vehicle that is worth well under \$5000. All of the emergency equipment that we can re-purposed has been removed and placed in storage for future use.

FISCAL IMPACT

None to minimally positive. When these vehicles go to auction, they tend to sell for less than \$1000.

RECOMMENDATION

Staff recommends the City Council declare Vehicle #4603, a 2014 Dodge Charger surplus.

PROPOSED MOTION

I move the City declare Phoenix Police Department Vehicle #4603, a 2014 Dodge Charger, surplus and allow the Phoenix Police Department to dispose of the vehicle in a lawful manner.

ATTACHMENTS

None



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 5a2.

Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1114 Adopting Medford Water Commission Resolution 1902 modifying the SDC rate.

Meeting Date: September 18, 2023

From: Zac Moody, Planning Manager

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

SUMMARY

Each year the Medford Water Commission (MWC) evaluates their water system development charge rate. On September 6, 2023, the Medford Water Commission held a public hearing on the proposed modification to the SDCs for water treatment and transmission facilities. At that hearing, Resolution 1902 was passed, increasing the MWC SDC for each meter size. These fees provided in the MWC resolution and are effective October 1, 2023.

FISCAL IMPACT

This is a pass-through fee to Medford Water Commission and there is no financial impact to the city.

RECOMMENDATION

Approve the resolution as drafted or modify the resolution if desired.

PROPOSED MOTION

"I move to approve Resolution number 1114 as presented (as modified), adopting Medford Water Commission Resolution 1902 modifying the system development change fee collected on behalf of the Medford Water Commission."

ATTACHMENTS

Draft Resolution No. 1114
MWC Resolution No. 1902

**CITY OF PHOENIX
RESOLUTION NO. 1114**

**A RESOLUTION ADOPTING MEDFORD WATER COMMISSION RESOLUTION NO. 1902
MODIFYING THE SYSTEM DEVELOPMENT CHARGE FEE COLLECTED ON BEHALF OF
THE MEDFORD WATER COMMISSION FOR WATER TREATMENT AND TRANSMISSION
FACILITIES**

WHEREAS, the City of Phoenix has an agreement with the Medford Water Commission for the treatment and transportation of municipal water; and

WHEREAS, as a part of that agreement, the City of Phoenix collects Medford Water Commission SDC fees on behalf of the Medford Water Commission; and

WHEREAS, the Medford Water Commission has raised SDC fees for Water Treatment and Transmission Facilities per Equivalent Residential Unit, effective October 1, 2023, by Resolution 1902 (**Exhibit A**); and

WHEREAS, it is the intent of this Resolution to inform the community of the fee increase and to appropriately apply the SDC fee on behalf of the Medford Water Commission within the City of Phoenix.

NOW, THEREFORE, BE IT RESOLVED by the Phoenix City Council that:

SECTION 1. The City of Phoenix hereby adopts Medford Water Commission Resolution No. 1902, a copy of which is attached hereto and made a part hereof.

SECTION 2. The City of Phoenix hereby establishes Medford Water Commission SDC fee increase for the City of Phoenix, effective October 1, 2023, according to said Medford Water Commission Resolution No. 1902.

SECTION 3. The City Manager is hereby authorized and directed to, on behalf of the City of Phoenix, execute any necessary agreements associated with Resolution No. 1902 and the Medford Water Commission.

SECTION 4. The effective date for implementation of these fees is October 1, 2023.

PASSED AND ADOPTED by the City Counsel of the City of Phoenix, Oregon on the 18th day of September 2023, and signed in authentication thereof.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, Recorder

RESOLUTION NO. 1902

A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for Water Treatment and Transmission Facilities, to \$2,225.62 per Equivalent Residential Unit (ERU), Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective October 1, 2023

WHEREAS, on July 1, 1994, Medford Water adopted Resolution Nos. 773 & 774, establishing and imposing SDCs for water treatment and transmission facilities; and

WHEREAS, Medford Water reviews SDC rates annually and revises capital project costs to reflect changes in the *Engineering News – Record Construction Cost Index* (CCI), modifications to the master facility plans, and modifications to the list of eligible projects as approved by the Board of Water Commissioners; and

WHEREAS, the SDC for Water Treatment and Transmission Facilities was last modified in September 2022; and

WHEREAS, the 2023 SDC review identified capital improvements which effectively modify the capacity of treatment plant and transmission facilities; and

WHEREAS, Staff presented a study session on the staff review on April 19, 2023; and

WHEREAS, at their September 6, 2023, meeting, the Board of Water Commissioners reviewed the calculations, and Staff's recommendation to modify the SDC for Water Treatment and Transmission Facilities from the current amounts based on the following meter sizes and weighting factors:

Meter Size	Weighting Factor	SDC Charge
5/8" x 3/4"	1	\$2,225.62
1"	1.6	\$3,560.99
1 1/2"	4.3	\$9,570.16
2"	5.7	\$12,686.03
3"	18.6	\$41,396.51

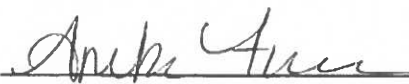
* Meters four inches (4") and larger may be sized for combined fire and consumption demands. Applicants whose projects will require these large meters are required to pay the SDC based on the actual meter size installed. The applicant may, one year after completion of the project, ask for a review of their consumption patterns. If the maximum consumption demand is less than that which is available for the meter size installed, a reduction in the fee to the approximate meter size will be allowed. If the consumption patterns change for those customers who have qualified for a reduction in SDC fees, the Commission, City or Water District may require the payment of additional SDC fees.

WHEREAS, a public hearing to consider modification of the SDC for Water Treatment and Transmission Facilities was held on September 6, 2023, and noticed according to Oregon statutory requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS, THAT:

Effective October 1, 2023, the SDC to be collected for water treatment and transmission facilities, in the modified amount of \$2,225.62 per ERU, as set forth in the annual staff review, attached as Exhibit A and by reference made a part hereof, with 100 percent (100%) being a reimbursement and improvement fee, with payment due and payable at the time the improvement plans are approved for the proposed development.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 6th day of September 2023.

ATTEST: 
Amber Furu, Asst. Clerk of the Commission



Michael Smith, Chair

EXHIBIT A TO RESOLUTION 1902 - PAGE 1 OF 3

Medford Water Commission
System Development Charge Study
System Wide SDC Calculation
Exhibit 1

SDCs For: TREATMENT PLANT AND TRANSMISSION EXPANSION - 30/45/65 MGD

CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	WFPA Project?	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2023)	ERUs	Present Worth (PW) Cost per ERU (\$)
I. WATER TREATMENT PLANT EXPANSION (Increase of 15 MGD TO 65 MGD = 50 MGD)											
CADU26060	DUFF-HIGH SVC PUMP	1981	42	3535	54,957	100%		54,957	202,216	53,733	3.76
CADU26660	ROGUE RIVER INTAKE	1982	41	3825	184,269	100%		184,269	626,590	53,733	11.66
CADU27160	DUFF PLANT FILTERS	1983	40	4066	572,179	100%		572,179	1,830,210	53,733	34.06
CADU26300	DUFF PLANT ADDITION	1983	40	4066	300,852	100%		300,852	962,325	53,733	17.91
CADU26320	DUFF PLANT ADDITION	1983	40	4066	36,468	100%		36,468	116,650	53,733	2.17
CADU04780	COAGULATION BASINS @ DUFF	1989	34	4615	454,169	100%		454,169	1,280,115	53,733	23.82
CADU38820	DUFF HIGH SVC PUMP #5	1997	26	5826	184,171	100%		184,171	411,171	53,733	7.65
CADU38800	ROGUE INTAKE PUMP #1	1997	26	5826	237,389	100%		237,389	529,983	53,733	9.86
CADU42890	DUFF PHASE II PURIFICATION EQUIPMENT - ORIGINAL COST INCLUDES UPI	2000	23	6221	2,079,186	3%		51,990	108,698	53,733	2.02
CADU43930	DUFF PLANT PHASE III FILTER EXPANSION	2000	23	6221	1,120,269	100%		1,120,269	2,342,191	53,733	43.59
CADU43940	DUFF PLANT PHASE III FILTER EXPANSION	2000	23	6221	1,034,094	100%		1,034,094	2,162,023	53,733	40.24
CADU46370	DUFF EFFLUENT PIPING & METERING	2003	20	6895	121,564	100%		121,564	236,186	53,733	4.40
CADU46760	DUFF ELECTRICAL UPGRADE 50%	2004	19	7115	829,214	50%		414,607	757,929	53,733	14.11
CADU48331	DUFF WASH WATER LAGOON (50% SDC FUNDED)	2009	14	8575	4,279,371	50%		2,139,685	3,245,605	53,733	60.40
CADU48821	DUFF INTAKE FISH SCREENS (50% SDC FUNDED)	2010	13	8802	1,903,049	50%		951,524	1,406,018	53,733	26.17
CADU49080	DUFF HIGH SERVICE PUMP	2010	13	8802	246,067	100%		246,067	363,601	53,733	6.77
CADU50588	Duff 65 MGD (Nominal) Raw Water Pump #1 Design/Construct	2016	7	10338	817,243	25%		204,311	257,049	53,733	4.78
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	2017	6	10737	921,852	50%		460,926	568,389	53,733	10.39
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	2017	6	10737	10,939,309	50%		5,469,655	9,926,218	53,733	123.32
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	2018	5	11062	531,063	50%		265,531	312,220	53,733	5.81
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	2018	5	11062	6,301,945	50%		3,150,973	3,705,010	53,733	68.95
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	2019	4	11281	183,553	50%		91,776	105,814	53,733	1.97
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	2019	4	11281	2,178,158	50%		1,089,079	1,255,657	53,733	23.37
CAME48810	Rogue Intake Land	2011	12	9074	654,968	100%		654,968	938,836	53,733	17.47
CAME50543	Wetlands Mitigation Land - Duff	2015	8	10035	275,365	100%		275,365	356,899	53,733	6.64
CADU49081	Wetlands Mitigation Land - PCT	2014	9	9807	449,994	100%		449,994	596,846	53,733	11.11
CAME49180	Vernal Pool Fence	2012	11	9308	11,768	100%		11,768	16,444	53,733	0.31
CADU50935	Duff Engineered Lagoons 5-8	2021	2	12133	4,741,208	100%		4,741,208	5,082,539	53,733	94.59
CADU51101	Ozone Generators	2022	1	13007	4,316,302	44%		597,276	597,276	69,853	8.55
CADU51103	Duff Clear Well Baffles	2022	1	13007	579,915	100%		182,379	182,379	69,853	2.61

688.47

EXHIBIT A TO RESOLUTION 1902 - PAGE 2 OF 3

Medford Water Commission
System Development Charge Study
System Wide SDC Calculation
Exhibit 1

SDCs For: TREATMENT PLANT AND TRANSMISSION EXPANSION - 30/45/65 MGD

CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Initial Improvement P1	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	WIFA Project?	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2023)	ERUs	Present Worth (PW) Cost per ERU (\$)
III. DUFF WATER TREATMENT PLANT OZONE IMPROVEMENT (Increase of 25 MGD TO 65 MGD = 40 MGD)												
FUTURE	Filter Addition	D10	2025	2022	13007	35,157,000	100%	31%	11,056,620	11,056,620	69,853	158.28
	Duff Reservoir & Pump Station	R-4	2025	2022	13007	38,865,000	100%	31%	12,159,860	12,159,860	69,853	174.08
	River Zone (Reduced Pressure Zone) Storage & Txm		2029	2022	13007	30,000,000	53%	31%	4,953,260	4,953,260	69,853	70.91
CONST	OZONE BUILDING		2003	20	6695	6,744,110	27%		1,839,793	3,574,517	42,986	83.15
	OZONE BUILDING		2003	20	6695	6,744,110	35%		2,341,555	4,549,385	42,986	105.83
III. ROGUE RIVER TRANSMISSION PROJECTS (Increase of 20 MGD TO 65 MGD = 45 MGD)												
CONSTRUCTED	CRATER LAKE 36 IN TRANS MAIN		1981	42	3535	1,670,351	100%		1,670,351	6,146,112	48,360	127.09
	5-86 36" WESTSIDE TRANS MAIN		1987	36	4406	1,564,693	100%		1,564,693	4,618,654	48,360	95.51
	ROSSANLEY 36" MAIN W/SIDE		1994	29	5408	1,118,669	100%		1,118,669	2,690,732	48,360	55.64
	CUNNINGHAM/COLUMB OVER/ERZ		1994	29	5408	77,815	100%		77,815	187,168	48,360	3.87
	ROGUE TRANS/OVERZ/WESTFIELD		1995	28	5471	92,240	100%		92,240	219,287	48,360	4.53
	30" WESTSIDE WATER LINE		1995	28	5471	260,201	100%		260,201	618,588	48,360	12.79
	36" WESTSIDE TRANSMISSION PHAS		1997	26	5826	1,180,711	100%		1,180,711	2,635,998	48,360	54.51
	STEWART MAIN REPLACEMENT 30"		2000	23	6221	293,715	100%		293,715	87,169	48,360	3.77
	ELK CREEK ESTATES OVERSIZING SDC		2002	21	6538	99,317	100%		99,317	197,583	48,360	4.09
	LOZIER LANE EXTENSION OVERSIZING MWC Cost Only		2003	20	6695	40,103	100%		40,103	77,916	48,360	1.61
	LOZIER LANE FROM CUNNINGHAM AVE TO 843'		2003	20	6695	106,257	96%		101,983	198,142	48,360	4.10
	AVENUE G- TABLE ROCK-KIRTLAND-PACIFIC-11		2011	12	9074	4,648,996	100%		4,648,996	6,663,898	48,360	137.80
	AVENUE G- AT 11TH STREET		2011	12	9074	23,924	100%		23,924	34,292	48,360	0.71
	TABLE ROCK RD- AT DUFF TREATMENT PLANT		2011	12	9074	18,797	100%		18,797	26,944	48,360	0.56
IV. ROGUE TRANSMISSION CONTROL STATIONS (Increase of 15 MGD TO 65 MGD = 50 MGD)												
CONSTRUCTED	CONRAD PUMP STATION		1989	34	4615	\$20,917,111	100%		20,917	58,957	53,733	1.10
	WESTSIDE PUMP STA LAND		1993	30	5210	\$9,613,500	100%		9,614	23,998	53,733	0.45
	ROSSANLEY PUMP STATION		1995	28	5471	\$226,738,260	100%		226,738	539,035	53,733	10.03
	ROSSANLEY PUMP EQUIP		1995	28	5471	\$185,513,120	100%		185,513	441,028	53,733	8.21
	ROSSANLEY STA TELEMETRY		1995	28	5471	\$46,728,380	100%		46,728	111,089	53,733	2.07
	#2 PUMP-ROSSANLEY PUMP STATION		2000	23	6221	\$57,432,380	100%		57,432	120,076	53,733	2.23
	Pumps & PRV's Control Stations (82%) SDC		2014	9	9807	\$1,456,447,420	82%		1,194,287	1,584,034	53,733	29.48
	Martin Control Station (41%) SDC		2014	9	9807	\$1,706,440,690	41%		699,641	927,963	53,733	17.27
	Vilas Rd - Table Rock Rd to Crater Lake		2016	7	10338	\$1,554,459,760	100%		1,554,460	1,955,710	53,733	36.40
										\$506.57		
										\$107.23		

EXHIBIT A TO RESOLUTION 1902 - PAGE 3 OF 3

Medford Water Commission
System Development Charge Study
System Wide SDC Calculation
Exhibit 1

SDCs For: TREATMENT PLANT AND TRANSMISSION EXPANSION - 30/45/65 MGD

CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	WRIA Project?	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2023)	ERUs	Present Worth (PW) Cost per ERU (\$)
(1)	(2)	(3)	(4,5)	(6)	(7)	(8)	(11)	(9)	(10)	(12)	(13)
FUTURE TRANSMISSION PROJECTS											
	Crater Lake Ave - South of Martin Control Station 16" Transm:	2028	2022	13007	6,700,000	100%		6,700,000	6,700,000	69,853	95.92
	Table Rock Rd Transmission Main PL-1	2025	2022	13007	27,400,000	100%	31%	8,617,100	8,617,100	69,853	123.36
	Meriman Rd Txm Main (Conrad Control Station Feeder)	2030	2022	13007	6,710,000	100%	31%	2,110,246	2,110,246	69,853	30.21
	Spring Street Pipeline	2032	2022	13007	5,700,000	100%		5,700,000	5,700,000	69,853	81.60
											\$331.09
										Constructed	\$1,491.26
										Future	734.36
										GRAND TOTAL	\$2,225.62

(1) 2022 Average Rate: ENR Construction Cost Index (CCI)
 (2) Equivalent Residential Units: ERUs = MGD increase/Maximum Day Demand per ERU
 Maximum Day Demand per ERU = 931 gal/day (Calculation made per formula pg 13-14 of 2009 SDC Study)
 (3) Since replacement of increased capacity SDC project facilities is not allowed to be again funded with SDCs, depreciation is not used as a factor in these costs
 (4) Current Year
 (5) Year of Estimates
 (6) Year 2017 max day= 58.97 mgd. BBS produces 26.4 mgd. Plant production = 32.57 mgd
 Ultimate Future Plant production equaling 65 mgd minus Plant production of 25 mgd equals 40 mgd of additional capacity
 (7) The estimated costs for FUTURE projects are based on yearly updated 10-Yr Plan, Water Distribution System, and WTP Facility Plan figures
 (8) The original costs for CONSTRUCTED projects are total percentage, or (if noted) proportional, reimbursement (buy-in) values ALL of which provide additional capacity
 (9) MWC reimbursement DOES NOT include interest over time on the actual expended costs, and SDC calculations DO NOT include State allowed costs for SDC studies, program administration, and/or program accounting
 (10) Future projects only pay as you go included in the SDC. (\$39,158,705/121,246,796 = 32.3%). Biosolids handling is 100% pay as you go.
 (11) Sources Category Estimated Dollar Funding %
 1. WIFIA Loan (cannot exceed 49% of eligible costs) \$96,788,310 47%
 2. Revenue Bonds \$45,000,000 22%
 3. SRF Loan \$0
 4. Borrower Cash 65,048,741.37 31% Updated April 2023
 5. Previously Incurred Eligible Costs* 0
 6. Other (please specify) Click or tap here to enter text.
TOTAL SOURCES \$206,837,051

NOTE: Existing filter rebuilds, disinfection upgrades, electrical upgrades, intake upgrades,agoon upgrades, and earthquake hardening are not part of SDCs and do not provide additional capacities.

INTERGOVERNMENTAL AGREEMENT
Between Jackson County, the City of Talent, and the City of Phoenix
For Fuel Reduction Work on the Bear Creek Greenway

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF TALENT, (hereinafter "Talent"), the CITY OF PHOENIX, (hereinafter "Phoenix"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "County"), collectively referenced as the PARTIES, for fuel reduction work along the Bear Creek Greenway, (hereinafter "Greenway").

WHEREAS, the Almeda Fire and an unnamed fire in Central Point burned publicly owned land along the Bear Creek Greenway, resulting in copious amounts of dead, woody materials and extensive amounts of regrowth, making access difficult; and

WHEREAS, the Parties have received funding from the Oregon State Fire Marshall (OSFM) for the purposes of mitigating fire concerns, performing fuel reduction work, and increasing access for restoration and fire purposes along the Greenway; and

WHEREAS, it is in the best interest of the public for the Parties to collaborate on the work for efficiency purposes; and

WHEREAS, the County has agreed to manage the work and be reimbursed by Talent and Phoenix, and.

WHEREAS, Talent, Phoenix and the County are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the RVCOG and COUNTY as follows:

1. Talent Obligations

- A. Provide access to city owned lands that are part of the project area for contractors to perform services in a timely manner.
- B. Perform all necessary reporting requirements on behalf of Talent for Oregon State Fire Marshall Grant requirements.

2. Phoenix Obligations

- A. Provide access to city owned lands that are part of the project area for contractors to perform services in a timely manner.
- B. Perform all necessary reporting requirements on behalf of Phoenix for Oregon State

Fire Marshall Grant requirements.

3. COUNTY Obligations

- A. Contract for fuel reduction services that are generally in line with the Purpose and Scope, as listed in the attached Exhibit B, *Grant Agreement, 2023 Community Wildfire Risk Reduction Program ("CWRR") Grant Agreement Number: 2023-CWRR-037*. County may contract for consultant services to assist in the technical portions of contract administration, as well as a separate contract for fuel reduction work. County shall provide a draft contract Scope of Work to Talent and Phoenix prior to finalization. Work will remain outside of established Riparian areas.
- B. Provide sufficient details on work completed, work plan and any other information, as requested by Talent and Phoenix for completion of OSFM grant reports.
- C. Perform all necessary reporting requirements on behalf of County for Oregon State Fire Marshall Grant requirements.

4. PAYMENT

- A. County shall provide invoices for work performed under the terms of this Agreement to Talent and Phoenix within 30 calendar days of the end of the previous month. Invoices shall be sent to the address and contacts listed in Section 13.
- B. Within 30 days of receiving monthly invoice Talent and Phoenix shall provide payment to County.
- C. County will not charge for administration purposes and will only invoice for work performed by contractors.
- D. Work performed under this Agreement shall not exceed the following amounts per Party:
 - a. Talent- \$75,000
 - b. Phoenix- \$125,000
 - c. Jackson County- \$485,000

GENERAL PROVISIONS

- 1. Indemnification. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, the PARTIES shall indemnify and hold harmless each other as follows. The provisions of this paragraph shall survive termination of this Agreement.

- 1.1 *Indemnification by Talent.* Talent shall defend, indemnify and hold harmless the County and Phoenix, their elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of Talent, its officers, employees, elected officials, or agents acting under this Agreement.
- 1.2 *Indemnification by Phoenix.* Phoenix shall defend, indemnify and hold harmless the County and Talent, their elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of Phoenix, its officers, employees, elected officials, or agents acting under this Agreement.
- 1.3 *Indemnification by County.* The COUNTY shall defend, indemnify and hold harmless the Talent and Phoenix, their elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.
2. Compliance with Laws. Each party shall comply with all federal, state, and local laws in the performance of its rights and obligations under this Agreement.
3. Intended Beneficiaries. County, Talent, and Phoenix are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to any third persons.
4. Attorney Fees. Neither party to this Agreement is entitled to obtain judgment from the other party for fees it has incurred in any litigation between the parties or in defense of any claim asserted by a third party.
5. Amendments. This Agreement may be amended at any time by the mutual written agreement of the Parties.
6. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.
7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
8. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall

remain in full force and effect.

9. Counterparts. 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.
10. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
11. Term. The term of this shall commence on the date that it become fully executed and shall terminate at midnight December 31, 2024.
12. Termination.
 - A. For Breach. This Agreement may be terminated in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 - B. For Convenience. Either party may terminate this Agreement for convenience by providing not less than 15 days' notice to the other party.
13. Notice. Any notice to another party of this Agreement that is required or permitted under this Agreement is deemed received: three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing; or by confirmed delivery date by facsimile or overnight mail; or upon the date of personal delivery or service.

Jackson County:
Steve Lambert, Roads and Parks Director
200 Antelope Rd.
White City, Oregon 97503

Talent:
Robert Slayton, Public Works Superintendent
PO Box 445
Talent, OR 97540

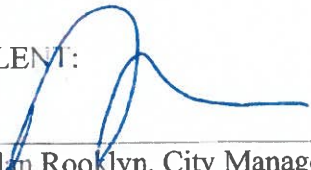
Phoenix:
Community and Economic Development Director, Joe Slaughter
220 N/ Main St.
Phoenix, OR 97535

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

JACKSON COUNTY:

Danny Jordan, County Administrator

Date: _____

TALENT:


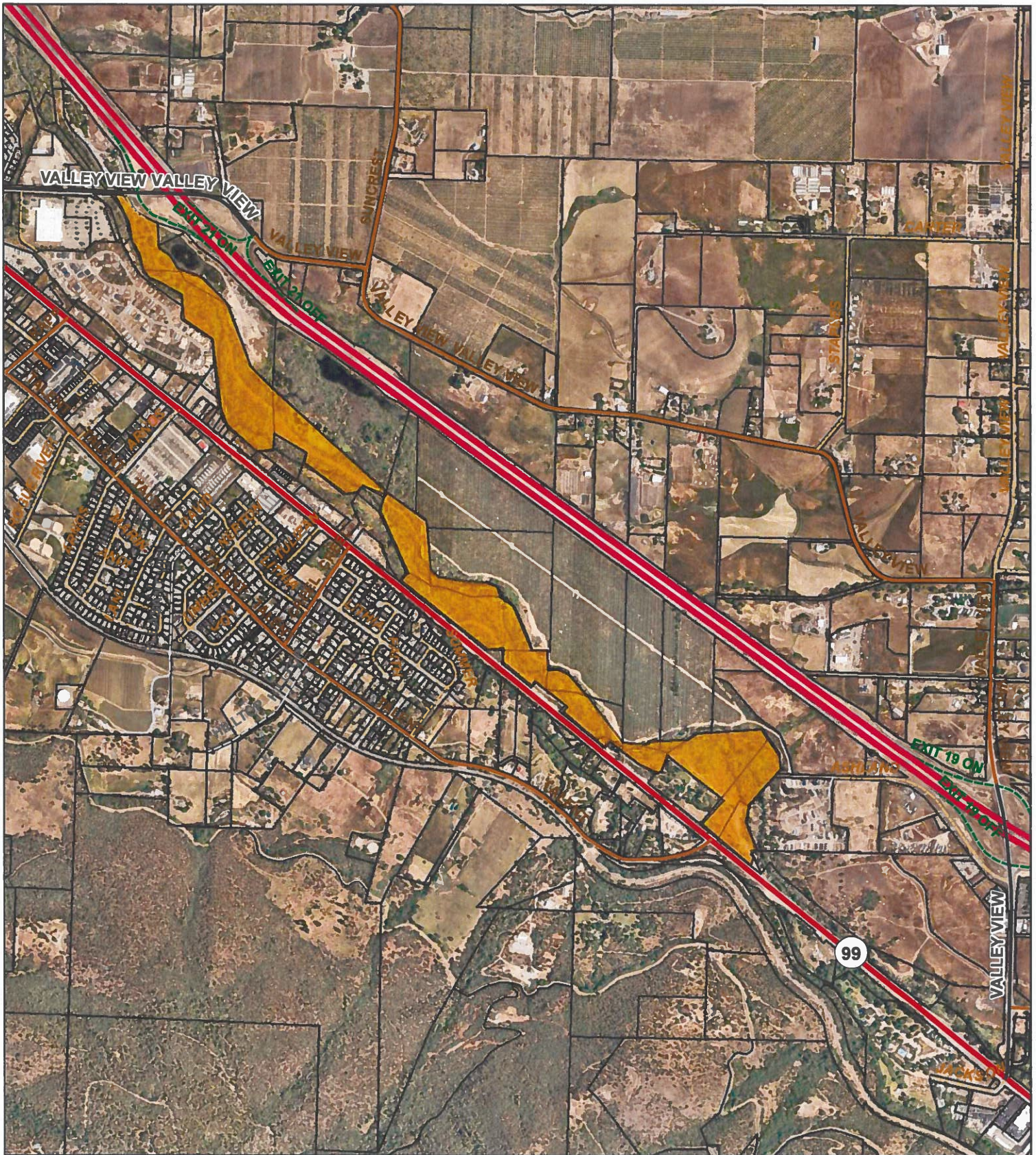
Jordan Rooklyn, City Manager

Date: 9/7/2023

PHOENIX:

Eric Swanson, City Manager

Date: _____



OSFM Treatment Area

South- 85 acres approximately (including riparian area)

Legend

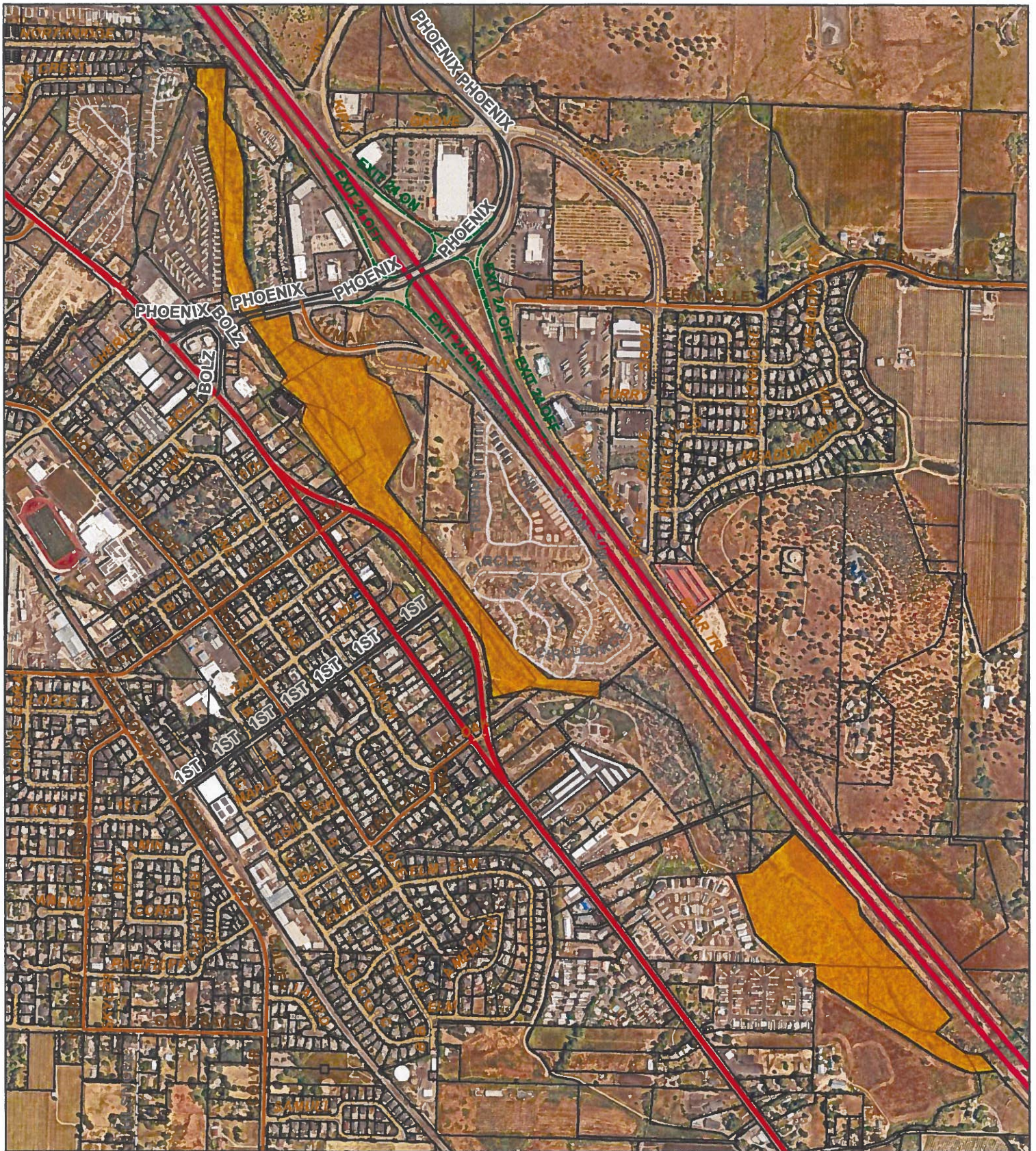
 Treatment Areas



JACKSON COUNTY

GIS

This map is based on a digital database compiled by Jackson County from a variety of sources. Jackson County cannot accept responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied.

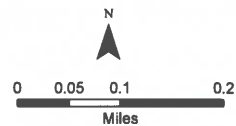


OSFM Treatment Area

North- 60 acres approximately (including riparian area)

Legend

Treatment Areas



JACKSON COUNTY

GIS

This map is based on a digital database compiled by Jackson County from a variety of sources. Jackson County cannot accept responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied.

GRANT AGREEMENT

Title: 2023 Community Wildfire Risk Reduction Program (“CWRR”) Grant

Agreement Number: 2023-CWRR-018

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (“OSFM”), and City of Phoenix (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on May 31, 2026 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

Pursuant to Section 9 of Oregon Laws 2021, chapter 592 (SB 762) (the “Act”), the Oregon Legislature established the Community Risk Reduction Fund for the purpose of carrying out community risk reduction and the local government financial assistance described in Section 8a of the Act. Section 8a of the Act, in turn, directs OSFM to administer a community risk reduction program that emphasizes education and methods of prevention with respect to wildfire risk, enforcement of defensible space requirements, response planning and community preparedness for wildfires. Section 8 of the Act defines “defensible space” as “a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur.”

This Agreement sets forth the terms and conditions of Recipient’s receipt of a CWRR Grant and includes the following exhibits:

- Exhibit A: Project Description and Reporting Requirements
- Exhibit B: Subcontract Insurance Requirements

SECTION 1 – GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of \$247,600.00 (the “Grant”).

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as OSFM may reasonably require.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys.

Recipient shall use the Grant only for the activities described in **Exhibit A**.

B. RESERVED.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
--

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (1) Recipient is a nonprofit, non-governmental organization validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to OSFM all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM reports as outlined in Exhibit A. Recipient shall further provide any related reports and information as OSFM may reasonably request.

- D. Insurance. RESERVED.
- E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Contribution and Recipient Subcontracts.
- 1) Contribution.
- i. 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 - ii. With respect to a Third Party Claim for which the State is jointly liable with Recipient (or would be if joined in the Third Party Claim), the 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of Recipient 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 the State on the one hand and of Recipient 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - iii. With respect to a Third Party Claim for which Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), Recipient 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 the State in such

proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of the 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 Recipient on the one hand and of the 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

i. Recipient shall take all reasonable steps to cause its contractor(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 and its officers, employees and agents ("Indemnitee") 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 Recipient'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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

ii. Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFM. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

I. Return of Unexpended Grant Funds. No later than April 30, 2026, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date.

SECTION 6 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OSFM’s commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OSFM makes no warranty or representation.
- (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OSFM: Grant Manager
 Office of State Fire Marshal
 3565 Trelstad Ave. SE
 Salem, OR 97317
 Ph: 503-779-8364
 Email: osfm.grants@osp.oregon.gov

If to Recipient: Peter Town
 Grant Writer
 City of Phoenix
 220 N. Main Street
 Phoenix, OR. 97535
 (541) 423-1374
 ptown@rvcog.org

E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is

effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon State Police on behalf of Oregon State
Fire Marshal's Office

CITY OF PHOENIX

By: Mariana Ruiz-Temple

By: PC Swan

Date: 5/18/2023

Date: 5.15.23

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Approved via email by Samuel Zeigler on 1/18/2023
Senior Assistant Attorney General

EXHIBIT A - PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

I. Purpose and Scope

The purpose of this Grant is to award dollars for defensible space available to protect people, property, and communities from wildfire through community risk reduction programs and projects. See the 2022 CWRR Grant Application and Manual for more information. The defensible space work needs to match OSFM's standards described at this link: <https://www.oregon.gov/osp/programs/sfm/pages/oregon-defensible-space-code.aspx>

Recipient shall implement the following projects.

- A. Project 1: (\$125,600.00) Recipient shall implement hazardous fuel reduction treatments on twenty-five acres of dense fire-prone tree debris and vegetation along the Bear Creek greenway that runs through and adjacent to the City of Phoenix. This Project will mitigate the potential for fire risk intensity by implementing tree and vegetation treatment practices to mitigate fire risk and prepare for the seasonal threat of historically uncharacteristic fire disturbance being accelerated due to exponential climate change.
- B. Recipient shall reduce hazardous ladder fuels by removing a prescribed percentage of the dense and highly flammable debris and vegetation in the greenway.
- C. Recipient shall follow treatment practice guidance from the Rogue Valley Integrated Fire plan in the dry-forest environment of the Bear Creek corridor to significantly reduce ladder fuels. Ladder fuels will be disposed of through pile burning, cutting, chipping, or scattering.
- D. Recipient shall prioritize work that mitigates fire risk to the most vulnerable populations first.
- E. Project 2: (50,000.00) Recipient shall use grant funds to purchase a commercial chipper and dump trailer to maintain fuel reduction activities along the Bear Creek Greenway where it runs through and adjacent to the city. The equipment would allow the city to not be dependent on borrowing chippers from other jurisdictions or paying for fuel reduction crews to maintain fuel reduction activities in areas along the greenway that present a clear wildfire risk to the City of Phoenix.
- F. Project 3: (72,000.00) Recipient shall purchase a specialized tractor along with required attachments such as, forestry mulcher to maintain fuel reduction activities along the Bear Creek Greenway where it runs through and adjacent to the city.
- G. Recipient shall use tractor to keep egress into the greenway open throughout the year, a critical factor for creating a landscape is a fire resilient area as it allows for fire response into hard to reach places and makes ongoing maintenance easier.

II. Reporting Requirements

1. Recipient shall provide OSFM with a progress report in each of the following months: June 2023; December 2023; June 2024; December 2024; June 2025; and December 2025. Recipient shall provide a final progress report no later than April 15, 2026. Each progress report shall include Recipient's updated work plan.
2. Before each reporting month, OSFM will email Recipient a link to the electronic report due for that month.
3. If Recipient completes the Project and expends all Grant funds before March 31, 2026, it may close out the program upon submission of a final report to OSFM.
4. Recipient shall attend a kick-off meeting either in-person or virtual and notification will be sent to Recipient via email with details.

EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFM. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the OSFM or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OSFM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to OSFM Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OSFM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to OSFM before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OSFM under this Contract and to provide updated requirements as mutually agreed upon by Recipient and OSFM.

STATE ACCEPTANCE:

All insurance providers are subject to OSFM acceptance. If requested by OSFM, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OSFM's representatives responsible for verification of the insurance coverages required under this Exhibit B.

City Council Meeting Hybrid Meeting in Person and Via Zoom Monday, August 21, 2023

1. CALL TO ORDER:

Mayor Baker called the City Council's hybrid meeting to order on Monday, August 21, 2023, at 6:30 p.m.

ROLL CALL:

PRESENT: Terry Baker, Karen Shrader, Angie Vermillion, Scott Clauson, Krista Peterson

STAFF PRESENT: Eric Swanson, City Manager
Bonnie Pickett, City Recorder
Joe Slaughter, CEDEV Director
Derek Bowker, Chief of Police
Matias Mendez, PW Superintendent
Becca Pearson, Human Resources
Doug McGeary, City Attorney

2. PLEDGE OF ALLEGIANCE:

Mayor Baker spoke about the passing of Councilor Jim Snyder and how saddened we are by the loss. The Mayor led the group in a moment of silence.

3. PRESENTATION:

a. Richard Randleman, HMK – Government and Public Safety Center Update.

Richard Randleman spoke about how Jim Snyder was involved in the community, noting he hoped to leave a comparable legacy. He presented the progress of the Government of Public Safety Center, sharing all good news on the progress.

Mayor Baker spoke about the tour of the new building and thanked Mr. Randleman for the experience.

Mayor Baker moved item 7a, New Business, up in the agenda.

7. NEW BUSINESS:

a. Appointment of Rosa Van Gordon to the Parks and Recreation Committee

Rosa Van Gordon gave a brief background history and her interest in being involved in her community. She noted she works well and is productive.

Motion: I Move to Appoint Rosa Van Gordon to the Parks and Recreation Committee.

MOVED BY VERMILLION, SECONDED BY PETERSON.

ROLL CALL VOTE AS FOLLOWS:
Ayes: Vermillion, Peterson, Shrader, Clauson
MOTION APPROVED WITH FOUR AYES

4. PUBLIC COMMENT:

Mayor Baker spoke about the fire that occurred off of Dano in Phoenix and the response to the fire by the Police and Fire Department. He noted that Phoenix has no authority over where the fire occurred.

Al Muelhoefer, Phoenix, spoke about his friend Jim Snyder, briefly explaining his relationship with him. He spoke about how he respected Mr. Snyder and how Jim always showed up.

Matt Sekreta, Phoenix, spoke about fire-defensible space and his measures to protect his property. He spoke about point-of-entry access for firefighting efforts if a fire event occurs.

5. CONSENT AGENDA:

- a. Reports for Information & Possible Action:
1. Approval of Application for Special Public Works Funding (SPWF) Through Business Oregon and the Infrastructure Financing Authority
- b. Minutes to Approve and File:
1. Minutes from City Council Meeting August 07, 2023

Motion: I Move to Approve the Consent Agenda. **MOVED BY PETERSON, SECONDED BY CLAUSON.**

ROLL CALL VOTE AS FOLLOWS:
Ayes: Peterson, Clauson, Shrader, Vermillion
MOTION APPROVED WITH FOUR AYES

6. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION:

None

8. ORDINANCE: READING / ADOPTION:

a. Ordinance No. 1032 – An Ordinance Annexing 0.39 Acres, Including the Adjacent Right-of-Way Within the City’s Urban Growth Boundary Pursuant to ORS 222.170, Removing the Area from Jackson County Fire District No. 2 Pursuant to ORS 222.524 and Annexing the Area to Jackson County Fire District No. 5 Pursuant to ORS 198.867.

Motion: I Move to Approve, on Second Reading by Title Only, Ordinance 1032 Annexing Property Identified as Tax Lots 400 & 401 on Assessor Map 38-1W-09a, Located at 157 N. Phoenix Rd. and to Rezone the Property from Jackson County Urban Residential (UR) to Commercial Highway (C-H), Consistent with the Comprehensive Plan and the Zoning on Abutting Properties. **MOVED BY PETERSON, SECONDED BY SHRADER.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Shrader, Vermillion, Clauson

MOTION APPROVED WITH FOUR AYES

b. Ordinance No. 1034 – An Ordinance Accepting Dedication of Right-of-Way and a Public Utility Easement in the City of Phoenix.

Motion: I Move Approval for Second Reading, by Title Only, Ordinance 1034, An Ordinance of the City of Phoenix Accepting the Right-of-Way Dedication Shown on Exhibit A of the Ordinance. **MOVED BY PETERSON, SECONDED BY CLAUSON.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Clauson, Vermillion, Shrader

MOTION APPROVED WITH FOUR AYES

9. STAFF REPORT:

a. CEDEV Director Joe Slaughter noted that Ordinance 1033 had been delayed returning to the Council for a second reading until September due to work being done to confirm the legal descriptions of the annexed properties.

b. City Attorney Doug McGeary, no comment.

c. City Manager Eric Swanson spoke about the pre-launching of the New City Website at the next City Council meeting on September 05, 2023. He spoke about the upcoming Phoenix Rising Event on September 16, 2023, where we sought to engage with the community, commemorating the third anniversary of the Almeda Fire.

d. Police Chief Derek Bowker noted in a small town, we are always looking for ways to come up with new ideas and ways to save money. He advised that the City has donated a motor from the Jackson County Sheriff's office and all the radio equipment needed for the motor from the City of Jacksonville. Chief Bowker said it will be used for community engagement, such as parades and school events.

10. MAYOR AND COUNCIL COMMENT / REPORTS:

Councilor Shrader noted how she is missing Jim Snyder, and these are sad times. She spoke about how happy she was to hear the fire was put out quickly. Councilor Sharder noted the bike will be an excellent addition to the City.

Councilor Vermillion spoke about how she is missing Jim Snyder, expressing that he was a good man who kept everyone on their toes.

Councilor Peterson spoke about asking Jim Snyder to come back to the Council because we needed him. She noted that she misses him; he was always the one to step in when things needed to be done. Councilor Peterson stated that Jim will not be forgotten. She noted that the public safety building is going to be amazing.

Councilor Clauson noted he wished he would have been able to work with him longer; he found him to be a sharp man. He thanked the Mayor for informing the Council about what

was happening with Jim Snyder. Councilor Clauson noted that it is exciting to see the activity going on at the Phoenix Phoodery site.

Mayor Baker spoke about the devastating Maui Fire and how he reached out to the Mayor's office, offering any assistance we could give to help them work through the bureaucratic process of getting the assistance they need from the various government agencies. He spoke about being a better person because he knew Jim Snyder. Mayor Baker stated that Jim was in it for all the right reasons. He spoke about his many experiences with Jim being on the Council. Mayor Baker spoke about his last private conversation with Jim Snyder and how he had the chance to tell him how much he respected and truly looked up to him.

11. RECESS OPEN MEETING

5 Minute Recess

12. CONVENE TO EXECUTIVE SESSION

a. ORS 192.660 (2) (i) 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 hearing.

13. CLOSE EXECUTIVE SESSION

14. RECONVENE OPEN MEETING

Mayor Baker noted that during the executive session, the Council evaluated the performance of Eric Swanson as the City Manager. He noted the responses from staff and Council were overwhelmingly positive.

Motion: I Move to Give Eric Swanson the Maximum Increase of 7%. MOVED BY VERMILLION, SECONDED BY PETERSON. No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Vermillion, Peterson, Clauson, Shrader

MOTION APPROVED WITH FOUR AYES

15. ADJOURNMENT:

The meeting adjourned at 8:20 p.m.

Respectfully submitted by,

Bonnie Pickett
City Recorder

**City Council Executive Session Meeting
Phoenix Plaza Civic Center
220 N. Main St.
Monday, August 21, 2023**

CALL TO ORDER

Mayor Baker called the City Council executive session to order on Monday, August 21, 2023, at 7:39 p.m.

ROLL CALL

PRESENT: Terry Baker, Krista Peterson, Angie Vermillion, Karen Shrader, and Scott Clauson

STAFF PRESENT: Eric Swanson, City Manager
Douglas McGeary, City Attorney
Becca Pearson, Human Resource/Payroll Coordinator
Bonnie Pickett, City Recorder

Mayor Baker convened into executive session at 7:39 p.m. under ORS 192.660 (2)(i) 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 hearing.

Mayor Baker noted that during the executive session, the Council evaluated the performance of Eric Swanson as the City Manager. He stated the responses were overwhelmingly positive.

The meeting adjourned at 8:18 p.m.

Respectively submitted,

Bonnie Pickett
City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 7a.

Agenda Report to Mayor and Council

Agenda item title: Appointment of the 2023 City Council Vice-President

Meeting Date: September 21, 2023

From Bonnie Pickett, City Recorder

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

SUMMARY

Per the City Charter, adopted November 3, 2015, (attached) Chapter III: Form of Government:

BACKGROUND AND DISCUSSION

Section 10. Council Vice President. At its first meeting each year, the Council shall appoint a vice president from its membership. The vice president presides in the absence of the Mayor and council president and acts as Mayor when the mayor and Council president are unable to perform their duties.

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

PROPOSED MOTION

I move to appoint _____ to serve as the 2023 Council Vice-President.”

ATTACHMENTS

N/A



City of Phoenix
Heart of the Rogue Valley

Agenda Item #:7b.

Agenda Report to Mayor and Council

Agenda item title: Appointment of Councilor as Committee and Commission Liaisons

Meeting Date: September 18, 2023

From: Bonnie Pickett, City Recorder

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

SUMMARY

The mayor makes certain appointments to committees and commissions with the consent of the council.

BACKGROUND AND DISCUSSION

The mayor wishes to make council appointments as liaisons to the Rogue Valley Council of Governments Board (RVCOG) and League of Oregon Cities Delegate (LOC).

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

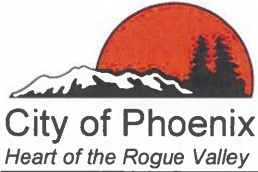
PROPOSED MOTIONS

I move to appoint _____ as council liaison to the RVCOG Board.

I move to appoint _____ as council delegate to the LOC.

ATTACHMENTS

N/A



City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: Interview/Appointment to Fill the Open City Council Seat

Meeting Date: September 18, 2023

From: Bonnie Pickett, City Recorder

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

SUMMARY

City Code Section 33:1 of Chapter VI Elections stipulates that a vacancy in the Council shall be filled by appointment by a majority of the remaining Council members. The appointee's term of office runs from appointment until the expiration of the last person's term of office elected to that office.

BACKGROUND AND DISCUSSION

In order to serve on the Council, an applicant must be a registered voter who has lived in Phoenix for at least 12 months prior to his or her appointment and a qualified elector under the State Constitution.

City Council consists of a mayor (elected to a two-year term) and six Councilors (elected to four-year terms). The Council two seats to be filled by these appointments will end on December 31, 2026. Councilors are volunteers who set policy and direction for the City, appoint and supervise the city manager and city attorney, and adopt the annual budget.

Questions to consider for those applying to City Council that can be addressed in the Motivation section of the application:

What do you think are the biggest issues facing the City of Phoenix?

What is your primary motivation for seeking the vacant City Council seat?

What community and city activities have you been involved in recently?

COUNCIL GOALS SUPPORTED

Goal #3 Work as a team. Respect teammates; listen and support.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends Council appoints an individual to fill the open City Council seat.

PROPOSED MOTION

I move to appoint _____ to the open City Council seat ending December 31, 2026.

I move to appoint _____ to the open City Council seat ending December 31, 2026.

ATTACHMENTS

Applications for Open City Council seat.

Application for City Council



Contact Information

Name: Jillian Shainholtz
Street Address: [REDACTED]
Mailing Address: same as above
City/State/Zip: Phoenix, OR, 97535
Home Phone: [REDACTED]
Work Phone: n/a
E:Mail Address: [REDACTED]

Background

Years of Residence in Phoenix: 3.5
Place of Employment: Phoenix Elementary School
Occupation: Speech Language Pathologist Assistant
City State/Zip: Phoenix, OR, 97535
Educational Background: <ul style="list-style-type: none">- Bachelors of Arts in Classics and Speech, Language and Hearing Sciences from the University of Colorado - Boulder, Colorado- Speech Language Pathology Assistant Certification - Metropolitan State University - Denver, Colorado
Prior Civic Activities: I have been involved in school districts for the last 10 years.

Position of Interest

Please circle the following that interest you:

- Mayor
- City Councilor

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Special Skills or Qualification

As a Speech Language Pathologist Assistant, I have cultivated great interpersonal skills over the last ten years of my career. I have served both parents and students in this role and feel it would translate well into local government. I pride myself on my ability to work well with others. I have strong leadership skills and I work well under pressure.

Motivation

I am passionate about the Phoenix community and in upholding the meritocratic values of our nation. I believe that Phoenix is a great place to live and work. I would be honored to represent my fellow citizens in important decisions affecting our town.

Special Notice

Please be advised that members of the City Council are required to file an annual Statement of Economic Interest with the State of Oregon. A sample reporting form is available at City Hall.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions or other misrepresentations made by me on the application may result in my immediate dismissal.

Name (printed): Jillian Shainholtz Date: 8/24/2023

Signature: Jillian Shainholtz

Our Policy

It is the policy of the City of Phoenix to provide equal opportunities without regard to race, color, religion, nation origin, gender,sexual preference, age or disability. The City of Phoenix accepts applications from potential board/commission members throughout the year and will hold applications until vacancies exist on specific boards/commissions.

Application for City Council



Contact Information

Name:	Larry L. Dickson
Street Address:	[Redacted] Phoenix, Or 97535
Mailing Address:	SAME
City/State/Zip:	Phoenix Or 97535
Home Phone:	[Redacted]
Work Phone:	N/A
E:Mail Address:	[Redacted]

Background

Years of Residence in Phoenix:	9 years
Place of Employment:	N/A
Occupation:	retired CPA
City State Zip:	
Educational Background:	B.S. in mathematics & Accounting from University of Oregon
Prior Civic Activities:	Budget Committee & planning Committee for city of Phoenix. Volunteer with Joni & Friends; Mercy Gate;

Position of Interest

Please circle the following that interest you:

- Mayor
- City Councilor

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Special Skills or Qualifications

I have served on the city Budget Committee & planning committee for several years. I have a good understanding of how the city functions & have a broad perspective of where the city is moving forward.

Motivation

The city of Phoenix is in the middle of significant change. I would like to participate in the development of the city

Special Notice

Please be advised that members of the City Council are required to file an annual Statement of Economic Interest with the State of Oregon. A sample reporting form is available at City Hall.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions or other misrepresentations made by me on the application may result in my immediate dismissal.

Name (printed): LARRY L DICKSON

Date: 8/25/2023

Signature: *Larry L Dickson*

Our Policy

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Application for City Council



Contact Information

Name:	Bonnie Roberts
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip:	Phoenix OR 97535
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E:Mail Address:	[REDACTED]

Background

Years of Residence in Phoenix:	2005-2012 + 2018-present
Place of Employment:	Uber
Occupation:	driver
City State Zip:	Jackson County OR
Educational Background:	Healthcare, Sales, Real Estate PCC
Prior Civic Activities:	Volunteer @ FOTAS (previous)

Position of Interest

Please circle the following that interest you:

- Mayor
- City Councilor

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City of PHOENIX

Special Skills or Qualifications

I am respectful, fair, an effective communicator's well as honest and committed to this community. I also have only a part time job and therefore have the time to dedicate to service.

Motivation

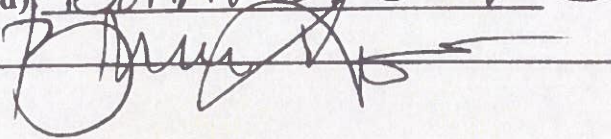
Phoenix, as well as Oregon, is changing. Citizens need to stay involved in their community in order to make effective changes.

Special Notice

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Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions or other misrepresentations made by me on the application may result in my immediate dismissal.

Name (printed): Bonnie Roberts Date: 8/30/23
Signature: 

Our Policy

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Application for City Council



Contact Information

Name:	AL MUELHOEFER
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip:	PHOENIX OR 97535
Home Phone:	[REDACTED]
Work Phone:	—
E-Mail Address:	[REDACTED]

Background

Years of Residence in Phoenix:	12
Place of Employment:	RETIRED
Occupation:	US AIR FORCE
City/State/Zip:	—
Educational Background:	BS UNIVERSITY OF WISCONSIN MS WEBSTER UNIVERSITY
Prior Civic Activities:	PRESIDENT, PHOENIX CITY COUNCIL CHAIR, PHOENIX URBAN RENEWAL AGENCY

Position of Interest

Please circle the following that interest you:

- Mayor
- City Councilor

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Special Skills or Qualifications

INVOLVED WITH CIVIC CENTER AND PHOODERY DEVELOPMENT
BUILDING AND SUPPORTING A TEAM EFFORT
UNDERSTANDING ROLE OF CITY MANAGER AND STAFF
SENSITIVE TO THE NEEDS OF THE COMMUNITY

Motivation

DESIRE TO IMPROVE ECONOMIC DEVELOPMENT
OF DOWNTOWN PHOENIX
BUILD A STRONGER AND MORE VIBRANT CITY
SUPPORT ANNEXATION OF PH 3/5
SUPPORT COMPLETION OF GOVERNMENT CENTER

Special Notice

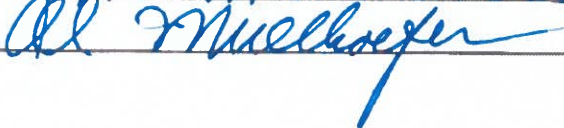
Please be advised that members of the City Council are required to file an annual Statement of Economic Interest with the State of Oregon. A sample reporting form is available at City Hall.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions or other misrepresentations made by me on the application may result in my immediate dismissal.

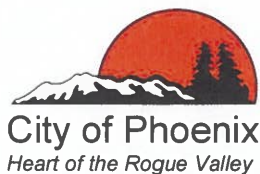
Name (printed): AL MUELHOEFER

Date: Sept 6, 2023

Signature: 

Our Policy

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City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: AN23-02 – An ordinance of the City of Phoenix to annex 353 acres of property and right-of-way within the City’s urban growth boundary.

Meeting Date: September 18, 2023

From: Joe Slaughter, Community and Economic Development Director

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

SUMMARY

Second reading of an ordinance annexing 353 acres within the City’s urban growth boundary pursuant to ORS 222.170, removing the area from Jackson County Fire District No.2 pursuant to ORS 222.524 and annexing the area to Jackson County Fire District No.5 pursuant to ORS 198.867(3).

BACKGROUND AND DISCUSSION

This is a City-initiated proposal to annex 353 acres within the City’s urban growth boundary pursuant to ORS 222.170, remove the area from Jackson County Fire District No.2 pursuant to ORS 222.524, and add the area to Jackson County Fire District No.5 boundaries pursuant to ORS 198.867(3). More than half of the owners of land in the territory, who also own more than half of the land in the contiguous territory and of real property therein representing more than half of the assessed value of all real property in the contiguous territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent consistent with ORS 222.170. The territory is located north of the exiting city boundary in two urban reserve areas recently added to the City’s UGB: PH-3 and PH-5. These areas are located generally adjacent to Hwy 99, Interstate-5 and North Phoenix Road.

The City Council conducted a public hearing on August 7, 2023 on the proposed annexation, affording all citizens an opportunity to be heard on the subject and review the proposal. Upon closing the public hearing, the City Council deliberated and voted unanimously to approve ordinance 1033 for first reading. The ordinance is now presented to Council for consideration on second and final reading now that the legal description, meeting the requirements of the Oregon Department of Revenue, has been prepared for the final version of the ordinance. The ordinance has also been amended to make all portions of the proposed annexation effective January 1, 2024. No other changes have been made since first reading of the ordinance.

COUNCIL GOALS SUPPORTED

Goal 8: Promote and encourage developers. Maintain responsive and effective planning and building services.

Goal 9: Continue to advocate for PH-3 and PH-5 inclusion.

FISCAL IMPACT

Properties annexed will pay property taxes to the City of Phoenix following annexation.

RECOMMENDATION

Staff recommends Council approve ordinance 1033 for second/final reading.

PROPOSED MOTION

I move to approve for second reading, on reading by title only, Ordinance 1033, an ordinance annexing 353 acres within the City's urban growth boundary pursuant to ORS 222.170, removing the area from Jackson County Fire District No.2 pursuant to ORS 222.524 and annexing the area to Jackson County Fire District No.5 pursuant to ORS 198.867(3).

ATTACHMENTS

- Draft Ordinance 1033

ORDINANCE NO. 1033

AN ORDINANCE ANNEXING 353 ACRES WITHIN THE CITY’S URBAN GROWTH BOUNDARY PURSUANT TO ORS 222.170, REMOVING THE AREA FROM JACKSON COUNTY FIRE DISTRICT NO.2 PURSUANT TO ORS 222.524 AND ANNEXING THE AREA TO JACKSON COUNTY FIRE DISTRICT NO.5 PURSUANT TO ORS 198.867(3)

WHEREAS, more than half of the owners of land in the territory, who also own more than half of the land in the contiguous territory and of real property therein representing more than half of the assessed value of all real property in the contiguous territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent consistent with ORS 222.170; and

WHEREAS the properties will be assigned City zoning which is consistent with the City’s Comprehensive Plan Map and is generally equivalent to the County zoning it replaces, as depicted in the Comprehensive Plan Designation map and Zoning Designation map attached as Exhibit “A”; and

WHEREAS the following properties: 381W03 TL 1600, 381W04 TLs 500, 381W09A TLs 100, 103 & 105 and 381W10 TLs 101 & 103, being zoned for Exclusive Farm Use in the County, will be assigned the Holding Zone designation per PLDC Chapter 2.11; and

WHEREAS for those properties listed above, which are assigned the Holding Zone designation, annexation will be effective January 1, 2024 and will occur only if the City adopts an exclusive agriculture overlay that allows for the preservation of agricultural uses through zoning prior to that date. For all other properties listed in this ordinance, annexation will be effective January 1, 2024 and will occur regardless of whether the City adopts an exclusive agriculture overlay; and

WHEREAS, as part of this annexation, the City will also annex portions of railroad, highway, freeway and street rights-of-way as described in Exhibit “B” and depicted in Exhibit “C”; and

WHEREAS, the subject properties are specifically identified on Jackson County Assessor Maps as shown in the following table; and

Property	Owner	Area
381W04C1100	YOUNGLAND DEVELOPMENT LLC	3.91
381W09B4000	MIRMIR LLC	0.31
381W09B1400	DVM ENTERPRISES LLC	0.58
381W05D3300	HAWK JEFFREY E/LORA A	2.00
381W09AB800	SNOW KIMBERLY LENZ/PATRICIA K	0.16
381W09B1500	BATTY DAVID W	0.85
381W09B3900	THOMAS DAREN L TRUSTEE ET AL	0.57
381W09B3600	SOUTH PACIFIC HIGHWAY LLC	2.40
381W09B3700	SOUTH PACIFIC HIGHWAY LLC	2.63
381W09B5301	SOUTH PACIFIC HIGHWAY LLC	1.72
381W09BA2200	DURAN ESTEBAN GONZALEZ	0.18

381W09BA1800	DURAN ESTEBAN GONZALEZ	0.21
381W09BA1900	DURAN ESTEBAN GONZALEZ	0.26
381W09BA2000	DURAN ESTEBAN GONZALEZ	0.40
381W04500	ARROWHEAD RANCH HOLDING COMPA	42.89
381W031600	ARROWHEAD RANCH HOLDING COMPA	161.39
381W09A100	ARROWHEAD RANCH HOLDING COMPA	3.07
381W10100	ARROWHEAD RANCH HOLDING COMPA	42.55
381W10101	ARROWHEAD RANCH HOLDING COMPA	6.97
381W09A105	ARROWHEAD RANCH HOLDING COMPA	1.01
381W09A103	ARROWHEAD RANCH HOLDING COMPA	4.64
381W10103	ARROWHEAD RANCH HOLDING COMPA	2.60
381W05D2500	KEENE DAVID P ET AL	0.33
381W05D3000	DICOPA INC.	1.76
381W09A102	JACKSON COUNTY	0.28
381W04C1000	MIRMIR LLC	1.85
381W04C600	DVM ENTERPRISES LLC	0.86
381W04601	JACKSON COUNTY	4.07
381W09A809	JACKSON COUNTY	0.14
381W09A810	JACKSON COUNTY	3.11
381W09A1890	JACKSON COUNTY	0.35
381W09AB200	JACKSON COUNTY	4.09
381W09AB1700	JACKSON COUNTY	0.00
<Null>	Cheryl Lane ROW	0.72
<Null>	HWY 99 ROW	8.11
<Null>	HWY 99 ROW	1.16
<Null>	I-5 ROW	11.37
<Null>	North Phoenix ROW	15.97
<Null>	Oak Crest Way	1.55
<Null>	NORTHRIDGE TERR ROW	2.80
<Null>	Campbell Rd ROW	2.64
<Null>	Railroad ROW	10.03

WHEREAS, the Planning Commission of the City of Phoenix, after providing the required public notification, held a public hearing on July 24, 2023, for the purpose of reviewing the proposed requests and providing a recommendation to the City Council. The Planning Commission public hearing was held in accordance with the appropriate provisions of the City of Phoenix Land Development Code and State law, and, after due deliberation and consideration of the proposed changes, the Planning Commission voted to recommend that the City Council approve the annexation; and

WHEREAS, notice of the City Council public hearing was published and posted in the manner and for the time prescribed by law and the public hearing was duly held by and before the City Council as provided by law and by the terms of the published notice; and

WHEREAS, the City Council finds and determines that the facts and conclusions in the staff report issued for the Planning Commission’s July 24, 2023 hearing, and the Final Order of the Planning Commission dated August 2, 2023, on file in the city offices, are true and correct and are hereby adopted as findings of the City Council.

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

Section 1. The City Council declares and proclaims that the territory described in Exhibit “B” and depicted in Exhibit “C” is annexed to the City of Phoenix, removed from the boundaries of Jackson County Fire District No.2 and added to the boundaries of Jackson County Fire District No.5.

Section 2. The zoning of the above-described properties shall be amended from Jackson County zoning designations to generally equivalent City of Phoenix designation consistent with the City’s Comprehensive Plan map as shown in Exhibit “A”.

Section 3. The following properties – 381W03 TL 1600, 381W04 TLs 500, 381W09A TLs 100, 103 & 105 and 381W10 TLs 101 & 103 are assigned the Holding Zone designation per PLDC Chapter 2.11. For these properties, annexation will be effective January 1, 2024 and occur only if the City adopts an exclusive agriculture overlay that allows for the preservation of agricultural uses through zoning prior to that date. For all other properties listed in this ordinance, annexation will be effective January 1, 2024 and will occur regardless of whether the City adopts an exclusive agriculture overlay; and

Section 4. The City Recorder is directed to

- A. File the following with the Secretary of State and Department of Revenue:
 - a. A copy of this ordinance;
 - b. A copy of applicable land owner statements of consent.
- B. Mail a copy of this Ordinance to Jackson County, to all service providers and to any other parties entitled to receive this notice of its adoption.

Section 5. This application complies with the City’s Comprehensive Plan and ORS Chapter 222.170 attached as Exhibit “D” and incorporated herein by reference.

PASSED AND ADOPTED by the City Council and signed by me in open session in authentication thereof this 18th day of September, 2023.

Terry Baker, Mayor

ATTEST:

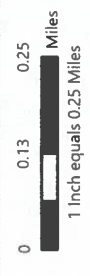
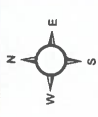
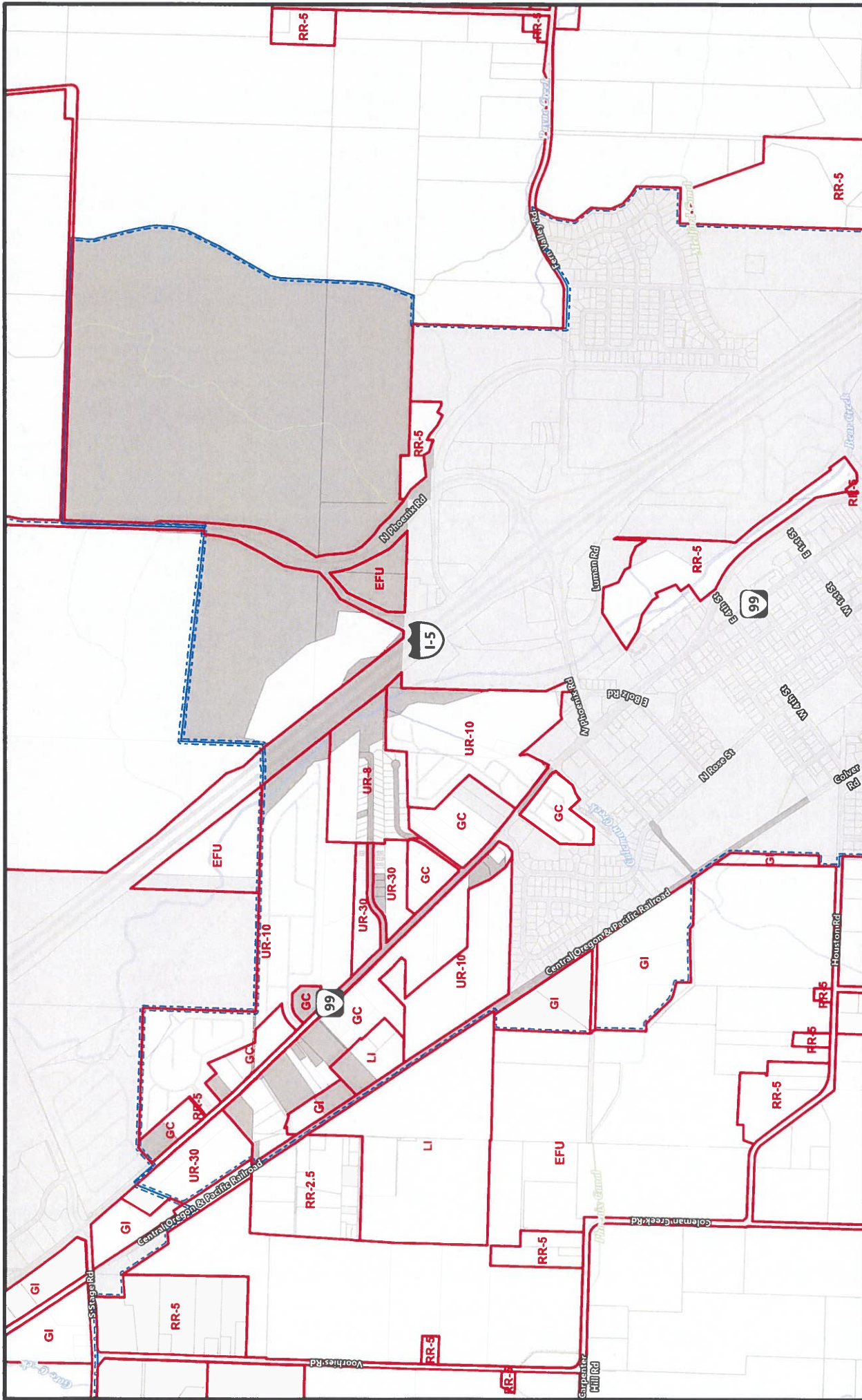
Approved as to form:

Bonnie Pickett, City Recorder

Douglas McGeary, City Attorney

Exhibit "A"

See attached zoning and land use maps, 3 pages total.



The datasets shown on this map are for planning purposes only. The City of Phoenix is not responsible for errors or omissions. Every effort has been made to insure the accuracy of this map. However, there may be inaccuracies due to human or mechanical error or changes in the Land Use District map created by recent land use actions or legislative changes. To verify the zoning designation of a parcel or to report errors, please contact the Planning Department at (602) 535-2050. This product is provided as is, without warranty, in no event is the City of Phoenix liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.

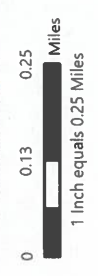
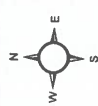
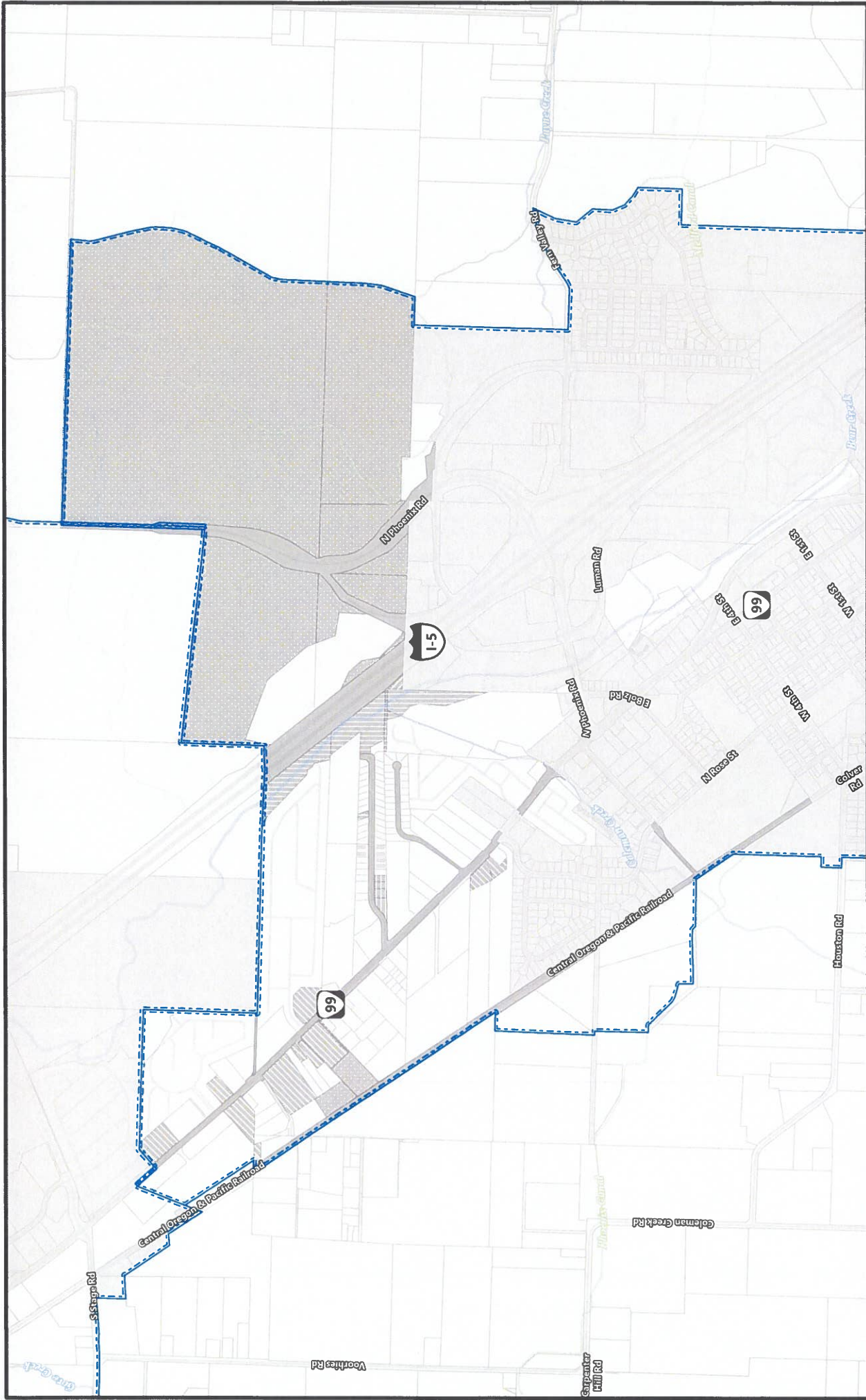
Created by: leif, on 8/27/2023

Community & Economic Development Department Annexation (File AN23-02), County Zoning Designations

-  Annexation Area
-  County Zoning Designation



-  Urban Growth Boundary
-  City Limit



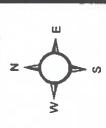
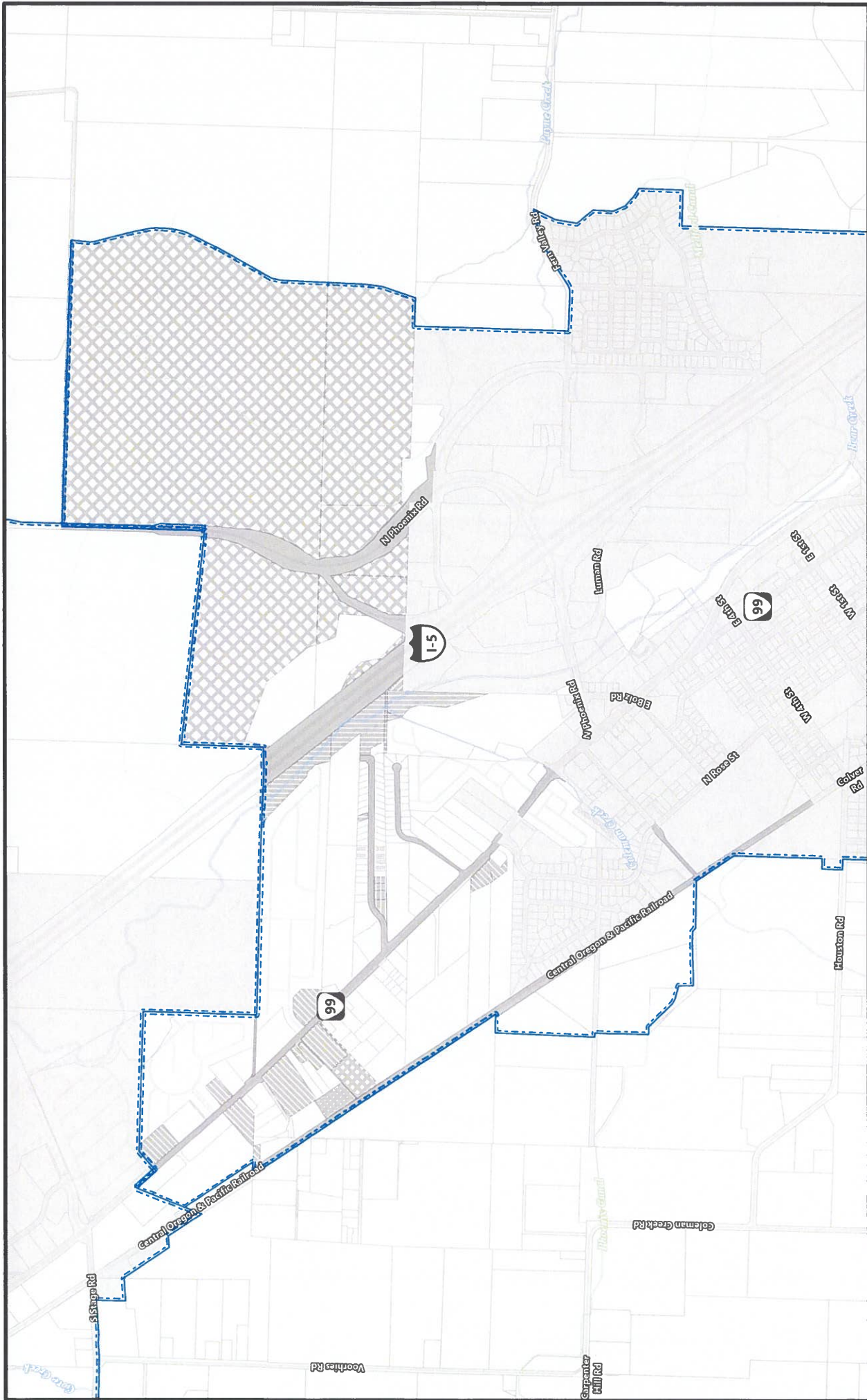
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Created by: jef, on 8/2/2023

Community & Economic Development Department Annexation (File AN23-02), City Comprehensive Plan Designations



-  Industrial
-  Medium Density Residential
-  High Density Residential
-  Bear Creek Greenway
-  Commercial
-  Urban Growth Boundary
-  City Limit
-  Industrial
-  High Density Residential
-  Right-of-way



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Created by Jeff on 8/2/2023

Community & Economic Development Department Annexation (File AN23-02), City Land Use Districts



- Urban Growth Boundary
- City Limit
- Bear Creek Greenway
- Commercial Highway
- Medium Density Residential
- High Density Residential
- Holding Zone
- General Industrial
- Light Industrial
- Right-of-way

Exhibit "B"

See attached legal description and exhibit map, 5 pages total.

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LEGAL DESCRIPTION

Beginning at the Northwest corner of BARNUM SUBDIVISION, according to the official plat thereof, now of record, in Volume 14, Page 17 of plats of Jackson County, Oregon said point being on the existing City of Phoenix Boundary; thence Southeasterly along the Southwesterly line of said SUBDIVISION and along said City Boundary, 2189 feet, more or less, to the most Southerly corner of Lot 1, Block 5 of said SUBDIVISION; thence Northeasterly along the Southeasterly line of said Lot 1, the Southeasterly line of said SUBDIVISION and along said City Boundary, 690 feet, more or less, to the North line of Rose Street; thence Southeasterly along said North line and said City Boundary, 60 feet, more or less, to the Southeasterly line of Cheryl Lane; thence Southwesterly along said Southeasterly line, the Southeasterly line of that tract set forth in Document No. 89-13262, Official Records of Jackson County, Oregon, the Southeasterly line of said SUBDIVISION and along said City Boundary, 679 feet more or less, to the most Southerly corner of said SUBDIVISION; thence Southeasterly along the Northeasterly line of the Central Oregon & Pacific Railroad and along said City Boundary, 1347 feet, more or less, to the most Southerly corner of Parcel 2 set forth in Document No. 2021-033169, said Official Records; thence Southwesterly along said City Boundary. 60 feet, more or less, to the Southwesterly line of said Railroad; thence Northwesterly along said Southwesterly line and along said City Boundary, 933 feet, more or less, to the most Northerly corner of that tract set forth in Document No. 2018-011376, said Official Records; thence leaving said City Boundary along the Southwesterly line of said Railroad, Northwesterly, 5759 feet, more or less, to the South line of Donation Land Claim No. 40, Township 38 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence Easterly along said South line, 309 feet, more or less, to the Northeast corner of that tract set forth in Document No. 2018-024592, said Official Records; thence Southeasterly, 73 feet, more or less, to the Southeast corner thereof; thence Westerly, 206 feet, more or less, to the Southwest corner thereof; thence Southeasterly along the Northwesterly line of said Railroad, 885 feet, more or less, to the most Westerly corner of that tract set forth in Document No. 2019-035578, said Official Records; thence Northeasterly, 215 feet, more or less, to the most Northerly corner thereof; thence Southeasterly, 329 feet, more or less, to the most Easterly corner thereof; thence Northeasterly, 253 feet, more or less, to the most Southerly corner of that tract set forth in Document No. 2015-008179, said Official Records; thence Northwesterly, 97 feet, more or less, to the most Westerly corner thereof; thence Northeasterly, 325 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence Northwesterly along said Southwesterly line, 14 feet, more or less, to the Southeasterly line of that tract set forth in Document No. 2017-034019, said Official Records; thence Southwesterly along said Southeasterly line, 1748 feet, to the most Southerly corner of said tract; thence Northwesterly, 73 feet, more or less, to the most Westerly corner thereof; thence Northeasterly, 181 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence Northwesterly along said Southwesterly line, 73 feet, more or less, to the most Easterly corner of that tract set forth in Document No. 2017-034019, said Official Records; thence Southwesterly, 542 feet, more or less, to the most Southerly corner thereof; thence Northwesterly, 336 feet, more or less, to the most Westerly corner thereof; thence Northeasterly, 440 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence Northwesterly along said Southwesterly line, 308 feet, more or less, to the Southeasterly line of that tract set forth in Document No. 02-67271, said Official Records; thence Southwesterly, along said Southeasterly line, 205 feet, more or less, to the North line of said Claim No. 40; thence Westerly along said North line, 329 feet, more or less, to the most Westerly corner of that tract set forth in Document No. 02-67271, said Official Records; thence

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Northeasterly, 458 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence Northwesterly along said Southwesterly line, 879 feet, more or less, to a point at right angles to the most Westerly corner of that tract set forth in Document No. 2018-036805, said Official Records; thence Northeasterly, 70 feet, more or less, to said most Westerly corner; thence Northeasterly, 200 feet, more or less, to an angle point in said tract boundary; thence Easterly, 66 feet, more or less, to an angle point in said tract boundary; thence Southeasterly, 307 feet, more or less, to the most Easterly corner thereof; thence Southwesterly, 250 feet, more or less, to the Northeasterly line of Oregon State Highway No. 99; thence Southeasterly along said Northeasterly line, 564 feet, more or less, to the most Westerly corner of that tract set forth in Document No. 2012-009168, said Official Records; thence Northeasterly, 250 feet, more or less, to the most Northerly corner thereof; thence Southeasterly, 150 feet, more or less, to the most Easterly corner thereof; Southwesterly, 250 feet, more or less, to the Northeasterly line of Oregon State Highway No. 99; thence Southeasterly along said Northeasterly line, 1033 feet, more or less, to the most Westerly corner of that tract set forth in Document No. 92-25143, said Official Records; thence Northeasterly on the exterior boundary thereof, 245 feet, more or less, to the most Northerly corner thereof; thence Southeasterly, 113 feet, more or less, to an angle point in said tract boundary; thence Southerly, 201 feet, more or less, to the Southeast corner of said tract; thence Westerly along the South line thereof, 115 feet, more or less, to the Northeasterly line of Oregon State Highway No. 99; thence Southeasterly along said Northeasterly line, 837 feet, more or less, to the Northerly line of Northridge Terrace; thence Northeasterly along said Northerly line, 1354 feet, more or less, to the Southwest corner of Lot 5, Block 1, LAKESIDE ESTATES MOBILE HOME SUBDIVISION, according to the official plat thereof, IN Volume 15, Page 82 of plats of Jackson County, Oregon; thence Northwesterly, 114 feet, more or less, to the Northwest corner thereof; thence Easterly, 65 feet, more or less, to the Northeast corner thereof; thence Southeasterly, 112 feet, more or less, to the Northerly line of Northridge Terrace; thence Easterly along said Northerly line, 514 feet, more or less, to the Southeast corner of Lot 13, Block 1, said LAKESIDE ESTATES; thence Northerly, 63 feet, more or less, to the Northeast corner thereof; thence Easterly along South line of that tract set forth in Document No. 2022-022536, said Official Records, 279 feet, more or less, to the Southeast corner of said tract; thence Northwesterly, 382 feet, more or less, to the Northeast corner thereof; thence Westerly along the North line thereof, 40 feet, more or less, to the Southeast corner of that tract set forth in Document No. 2007-036499, said Official Records; thence Northwesterly along the Easterly line thereof, 993 feet, more or less, to the South line of said Claim No. 40; thence East along said North line, 807 feet, more or less, to the Southeast corner of said Claim No. 40; thence North along the East line of said Claim No. 40, 828.4 feet, more or less, to the Northwest corner of Parcel 1 per Document No. 2019-002621, said Official Records; thence Southeasterly along the Northerly line thereof, 2078 feet, more or less, to the Westerly line of North Phoenix Road; thence Northerly along said Westerly line, 1439 feet, more or less, to a point on the Westerly prolongation of the North line of Campbell Road; thence East, along said prolongation, 30 feet, more or less, to the Southwest corner of Donation Land Claim No. 84, Township 38 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence East, along the South line of said Claim and the North line of Campbell Road, 2799 feet, more or less, to a point at right angle to the Northeast corner of that tract set forth in Document No. 2023-xxxxxx, said Official Records; thence South, 40 feet, more or less, to said Northeast corner; thence Southerly along the Easterly line thereof, 3543 feet, more or less, to

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the North line of Donation Land Claim No. 42, said Township and Range; thence West along said North line, 1583 feet, more or less, to the interior ell corner of that tract set forth in Document No. 2016-038738, said Official Records; thence North, 80 feet, more or less, to the North Northeast corner thereof; thence West, 420 feet, more or less, to the Northwest corner thereof; thence South along the West line thereof, 60 feet, more or less, to the Northeasterly line of that right of way set forth in Document No. 2014-18439, said Official Records; thence Southeasterly along said Northeasterly right of way, 664 feet, more or less, to the Northeast corner of said right of way; thence South along the East line of said right of way, 28 feet, more or less, to the existing City boundary; thence West along said City Boundary, 267 feet, more or less, to an angle point in said City Boundary; thence North, 20 feet, more or less, to an angle point in said City Boundary; thence West, 306 feet, more or less, to an angle point in said City Boundary; thence North, 236 feet, more or less, to the North line of said Claim No. 42; thence West along said North line and along said City Boundary, 1880 feet, more or less, to the Northwest corner of said Claim No. 42; thence South along the West line of said Claim No. 42 and along said City Boundary, 859 feet, more or less, to the most Southerly corner of that tract set forth in Document No. 90-10759, said Official Records; thence leaving said City Boundary along the Westerly line of said tract, Northwesterly, 1084 feet, more or less, to the North line of Donation Land Claim No. 44, said Township and Range; thence Westerly along said North line, 319 feet, more or less, to the East line of OAK CREST ESTATES, according to the official plat thereof, now of record, in Volume 30, Page 9 of plats of Jackson County, Oregon; thence Northerly along said Easterly line, 32 feet, more or less, to the Southwest corner of Lot 14, Block 2 of said LAKESIDE ESTATES; thence Easterly, 112 feet, more or less, to the Southeast corner thereof; thence Northwesterly, 151 feet, more or less, to the Northeast corner thereof; thence Westerly, 66 feet, more or less, to the Northwest corner thereof; thence Westerly along the Southerly line of Northridge Terrace, 1236 feet, more or less, to the Northeast corner of Lot 4, Block 2, NORTHWOOD PARK SUBDIVISION, according to the official plat thereof, now of record, in Volume 13, Page 26 of plats of Jackson County, Oregon; thence Southerly, 120 feet, more or less, to the Southeast corner thereof; thence Westerly along the Southerly line of said NORTHWOOD PARK, 651 feet, more or less, to the Northeasterly line of Oregon State Highway No. 99; thence Southeasterly along said Northeasterly line, 1009 feet, more or less, to the Northwesterly line of Oak Crest Way; thence Northeasterly along the Northwesterly and Northerly line thereof, 1466 feet, more or less, to the corner common to Lots 14 & 15 of said OAK CREST ESTATES; thence Southwesterly along the Southerly and Southeasterly line of Oak Crest Way, 1417 feet, more or less, to the Northeasterly line of Oregon State Highway No. 99; thence Southeasterly along said Northeasterly line, 569 feet, more or less, to the most Southerly corner of that tract set forth in Document No. 2006-020546, said Official Records said point also being on the existing City Boundary; thence leaving said City Boundary along the Northeasterly line of said Highway No. 99, Southeasterly, 288, more or less, to the Southwesterly corner of that tract set forth in Document No. 2021-051904, said Official Records; thence Southeasterly along the Northeasterly line of said Highway No. 99, 586 feet, more or less, to the centerline of Coleman Creek also being on the existing City Boundary; thence Southwesterly along said centerline and along said City Boundary, 269 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence leaving said City Boundary along said Southwesterly line, Northeasterly, 634 feet, more or less, to the most Northerly corner of that tract set forth in Document No. 2021-016995, said Official Records said point also being on the existing City Boundary;

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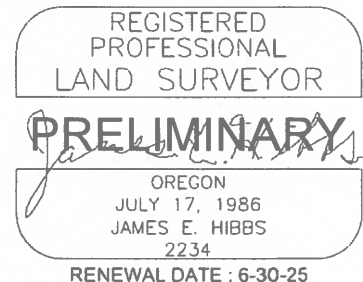
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LEGAL DESCRIPTION

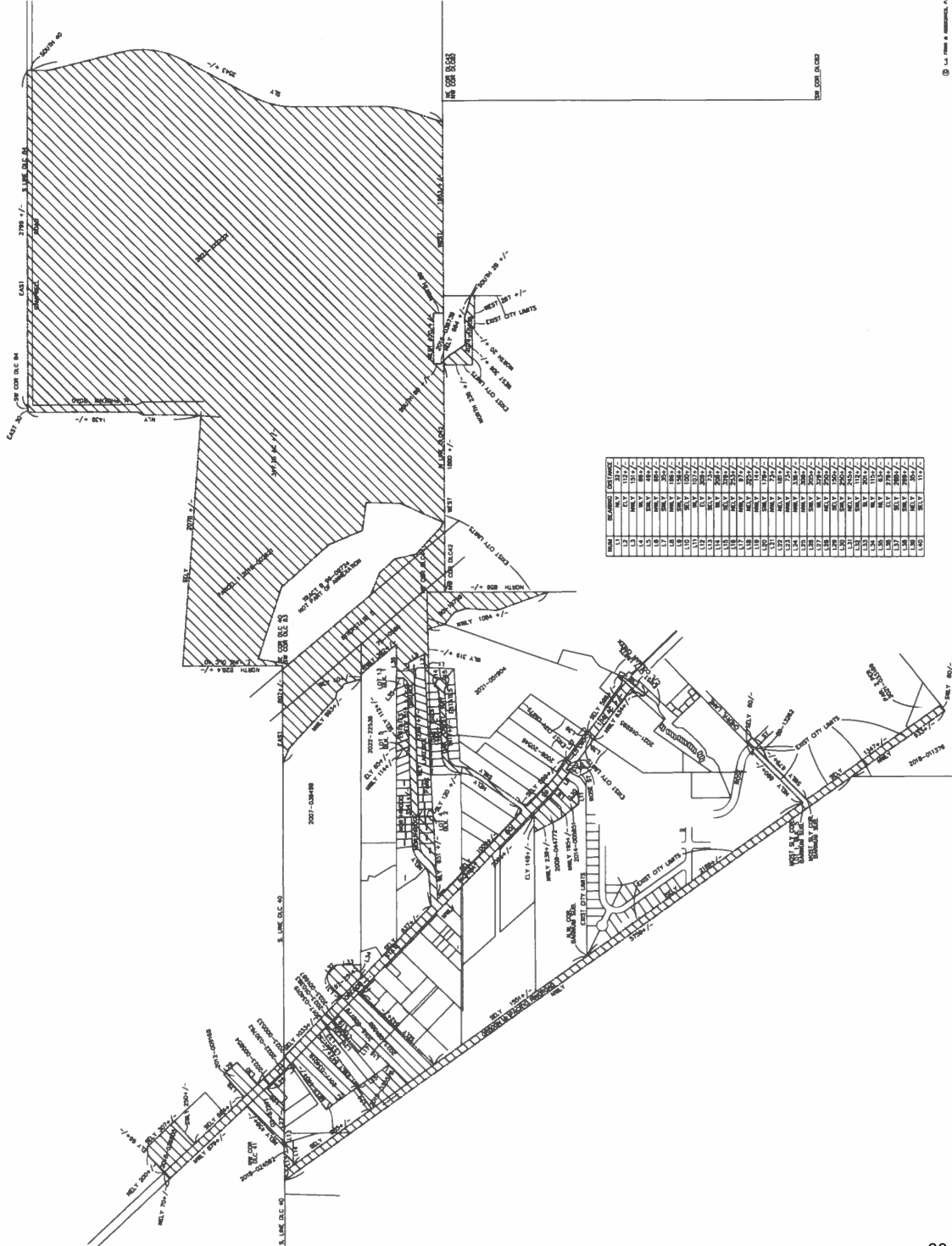
thence Northeasterly along said City Boundary, 35 feet, more or less, to the centerline of said Highway No. 99; thence Southeasterly along said centerline and along said City Boundary, 11 feet, more or less, to an angle point in said City Boundary; thence leaving said centerline along said City Boundary, Northeasterly, 35 feet, more or less, to the Southwesterly corner of that tract set forth in Document No. 2021-051904, said Official Records; thence leaving said City Boundary along the Northeasterly line of said Highway No. 99, Northwesterly 288 feet, more or less, to the most Southerly corner of that tract set forth in Document No. 2006-020546, said Official Records said point being on the existing City Boundary; thence Southeasterly along said City Boundary, 49 feet, more or less, to the centerline of said Highway No. 99; thence Northwesterly along said centerline and said City Boundary, 68 feet, more or less, to an angle point in said City Boundary; thence leaving said centerline along said City Boundary, Southwesterly, 35 feet, more or less, to the most Northerly corner of Rose Street; thence leaving said City boundary, along the Southwesterly line of Oregon State Highway No. 99, 166 feet to the most Easterly corner of that tract set forth in Document No. 2014-005951, said Official Records; thence Southwesterly, 156 feet, more or less, to the interior ell corner thereof; thence Southeasterly, 100 feet, more or less, to the Southeast corner thereof; thence Westerly, 107 feet, more or less, to the Southwest corner thereof; thence Northwesterly along the Westerly line thereof and the Westerly line of that tract set forth in Document No. 2009-044772, said Official Records, 195 feet, more or less, to an angle point in the Westerly line of that tract set forth in Document No. 2009-044772, said Official Records; thence Northwesterly, 239 feet, more or less, to the Northwest corner thereof; thence Easterly, 149 feet, more or less, to the Southwesterly line of Oregon State Highway No. 99; thence Northwesterly along said Southwesterly line, 2066 feet, more or less, to the Southeasterly line of that tract set forth in Document No. 2023-001589, said Official Records; thence Southwesterly along said Southeasterly line, 842 feet, more or less, to the Northeasterly line of the Central Oregon & Pacific Railroad; thence Southeasterly along said Northeasterly line, 1551 feet, more or less, to the point of beginning. EXCEPTING THEREFROM Tract B set forth in Document No. 96-09724, said Official Records.

Containing 348.91 acres, more or less.

AREA TO BE ANNEXED INTO
THE CITY OF PHOENIX
23-148
September 4, 2023



MAP OF PROPOSED ANNEXATION
CITY OF PHOENIX FILLS ANS-02
 City of Phoenix - Jackson County, Oregon



LOT	SECTION	AREA
1.1	10	1.117
1.2	10	1.117
1.3	10	1.117
1.4	10	1.117
1.5	10	1.117
1.6	10	1.117
1.7	10	1.117
1.8	10	1.117
1.9	10	1.117
1.10	10	1.117
1.11	10	1.117
1.12	10	1.117
1.13	10	1.117
1.14	10	1.117
1.15	10	1.117
1.16	10	1.117
1.17	10	1.117
1.18	10	1.117
1.19	10	1.117
1.20	10	1.117
1.21	10	1.117
1.22	10	1.117
1.23	10	1.117
1.24	10	1.117
1.25	10	1.117
1.26	10	1.117
1.27	10	1.117
1.28	10	1.117
1.29	10	1.117
1.30	10	1.117
1.31	10	1.117
1.32	10	1.117
1.33	10	1.117
1.34	10	1.117
1.35	10	1.117
1.36	10	1.117
1.37	10	1.117
1.38	10	1.117
1.39	10	1.117
1.40	10	1.117
1.41	10	1.117
1.42	10	1.117
1.43	10	1.117
1.44	10	1.117
1.45	10	1.117
1.46	10	1.117
1.47	10	1.117
1.48	10	1.117
1.49	10	1.117
1.50	10	1.117

PROPOSED AREA TO BE ANNEXED
 JACKSON COUNTY, OREGON
 LAND SURVEYOR
 PRELIMINARY
 JAMES L. FRENK
 JAMES L. FRENK & ASSOCIATES P.C.
 1000 N. 10TH AVE., SUITE 200
 PHOENIX, OR 97503
 PHONE: 503.253.7272
 FAX: 503.253.7273
 E-MAIL: JLF@JLFASSOCIATES.COM

Exhibit "C"

See attached Assessor maps showing area of annexation, 10 pages total.

SECTION 3 T.38S. R.1W. W.M.
JACKSON COUNTY

1" = 400'

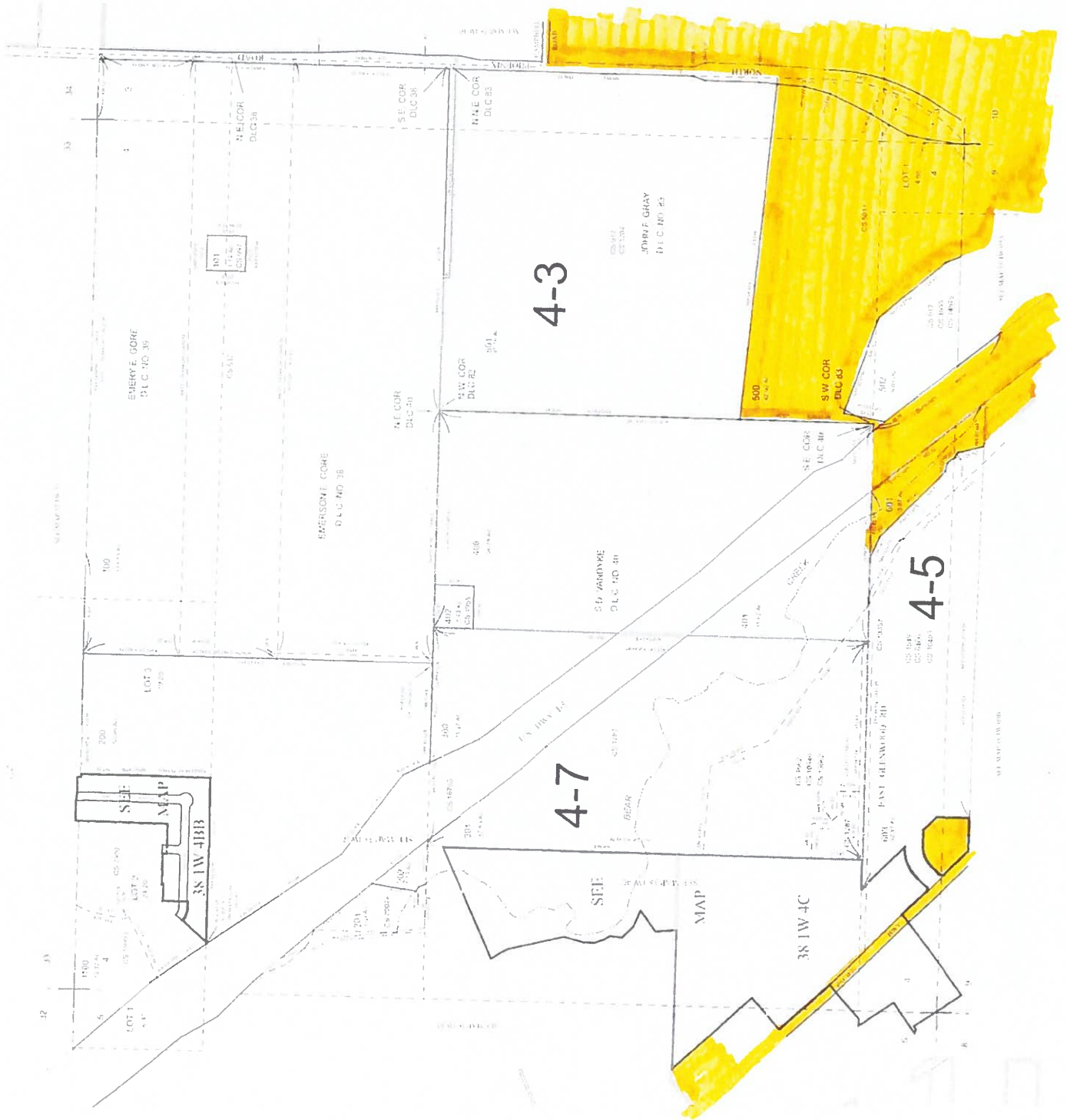


CONSULTATION SHEET
 1010 MAP 381W3
 1020 MAP 381W3
 1030 MAP 381W3
 1040 MAP 381W3
 1050 MAP 381W3
 1060 MAP 381W3
 1070 MAP 381W3
 1080 MAP 381W3
 1090 MAP 381W3
 1100 MAP 381W3

SECTION 4 T. 38S. R. 1W. W.M.
JACKSON COUNTY

1" = 400'

381W4
& INDEX
MEDFORD

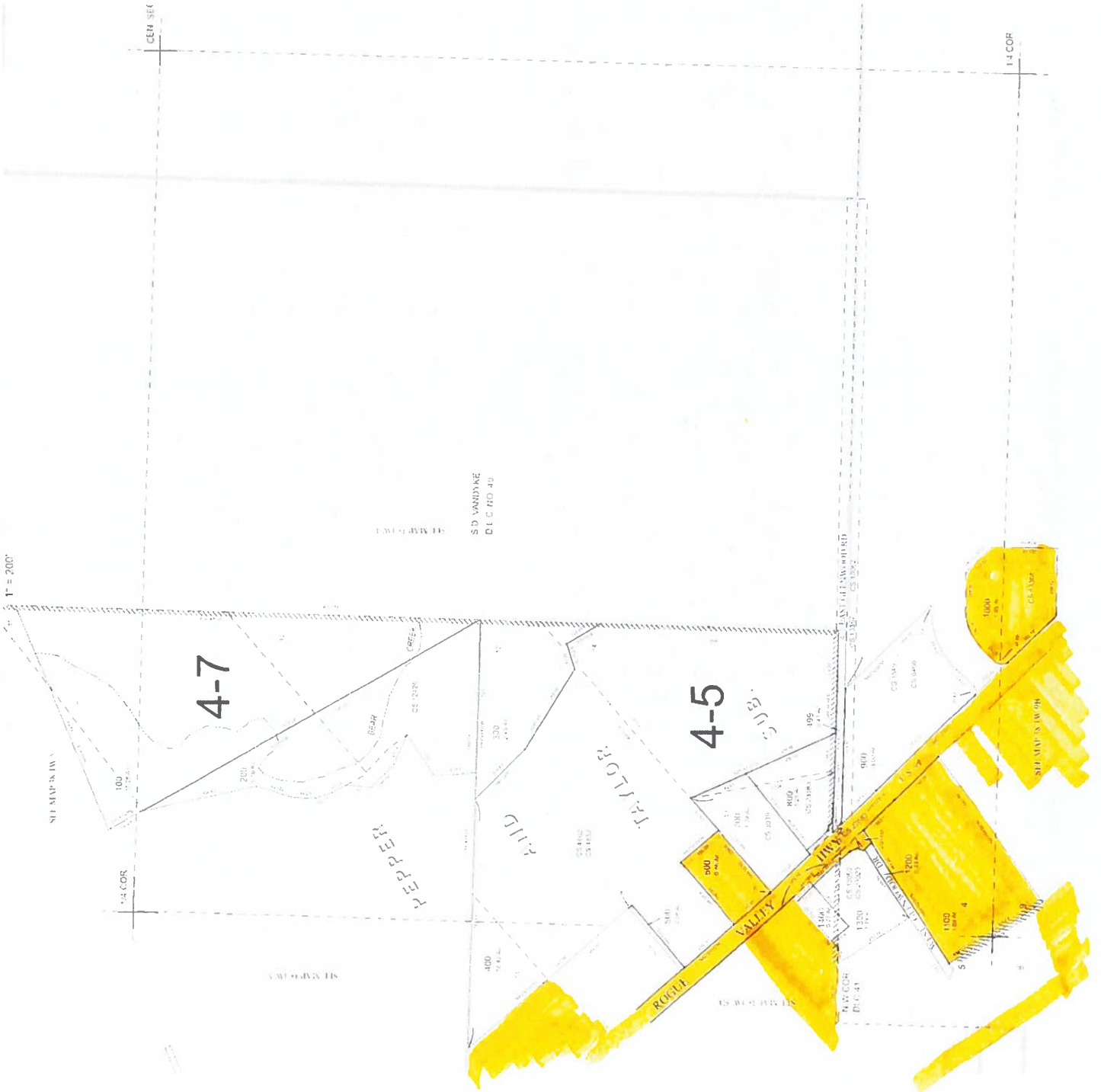


CONVEYED BY DEED TO 381W4
1900-1902
1900-1902 TO 381W4
381W4 TO 381W5
381W5 TO 381W6
381W6 TO 381W7
381W7 TO 381W8
381W8 TO 381W9
381W9 TO 381W10
381W10 TO 381W11
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381W98 TO 381W99
381W99 TO 381W100

381W4
& INDEX
MEDFORD
1900-1902 TO 381W4
381W4 TO 381W5
381W5 TO 381W6
381W6 TO 381W7
381W7 TO 381W8
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381W99 TO 381W100

S.W. 1/4 SEC 4 T. 38S. R. 1W. W.M.
JACKSON COUNTY

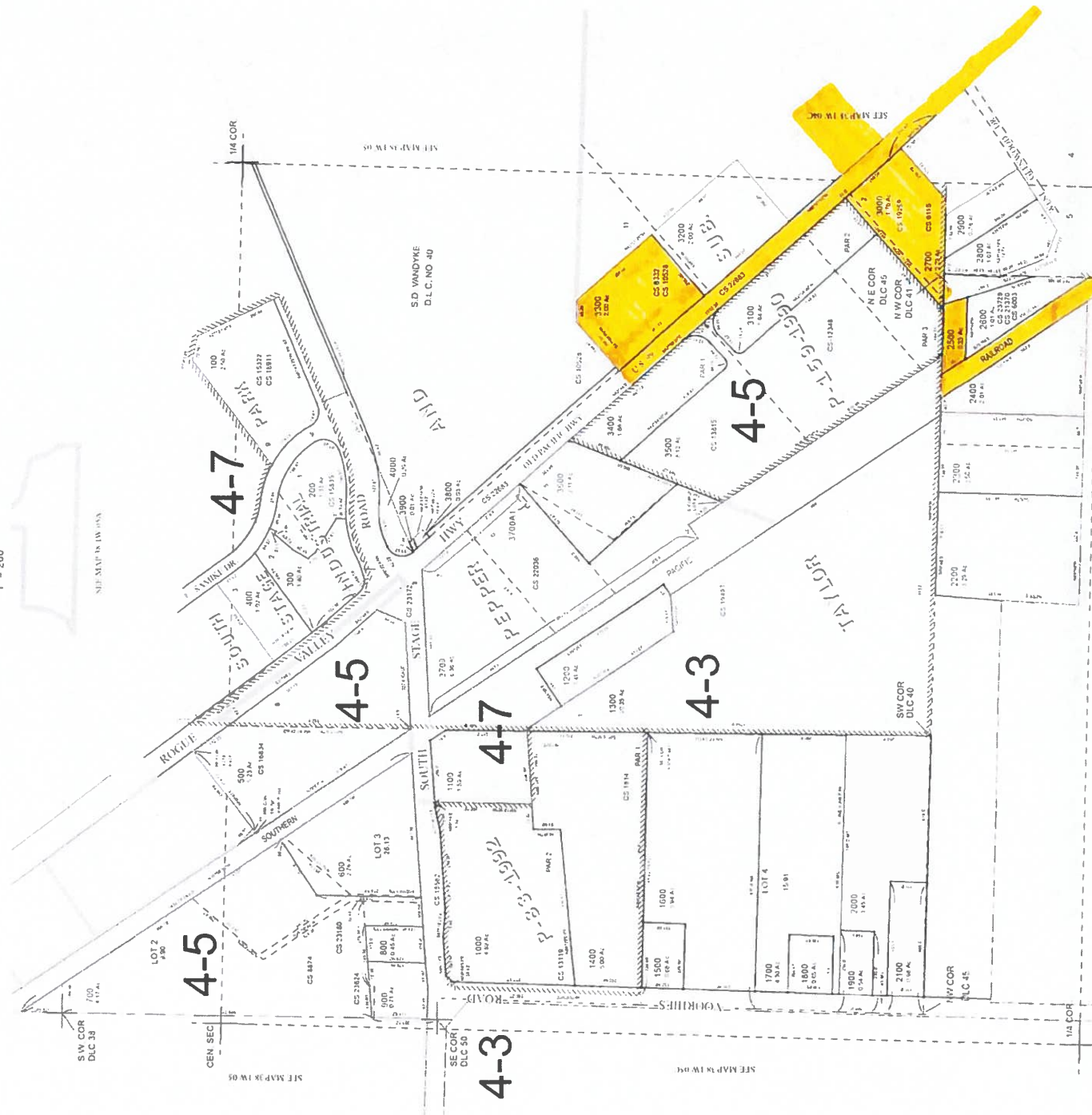
381W4C
MEDFORD



381W4C
MEDFORD
DUP. CO. 02, February 29, 2009
REV. May 11, 2002

S.E. 1/4 SEC. 5 T.38S. R.1W. W.M.
JACKSON COUNTY
1" = 200'

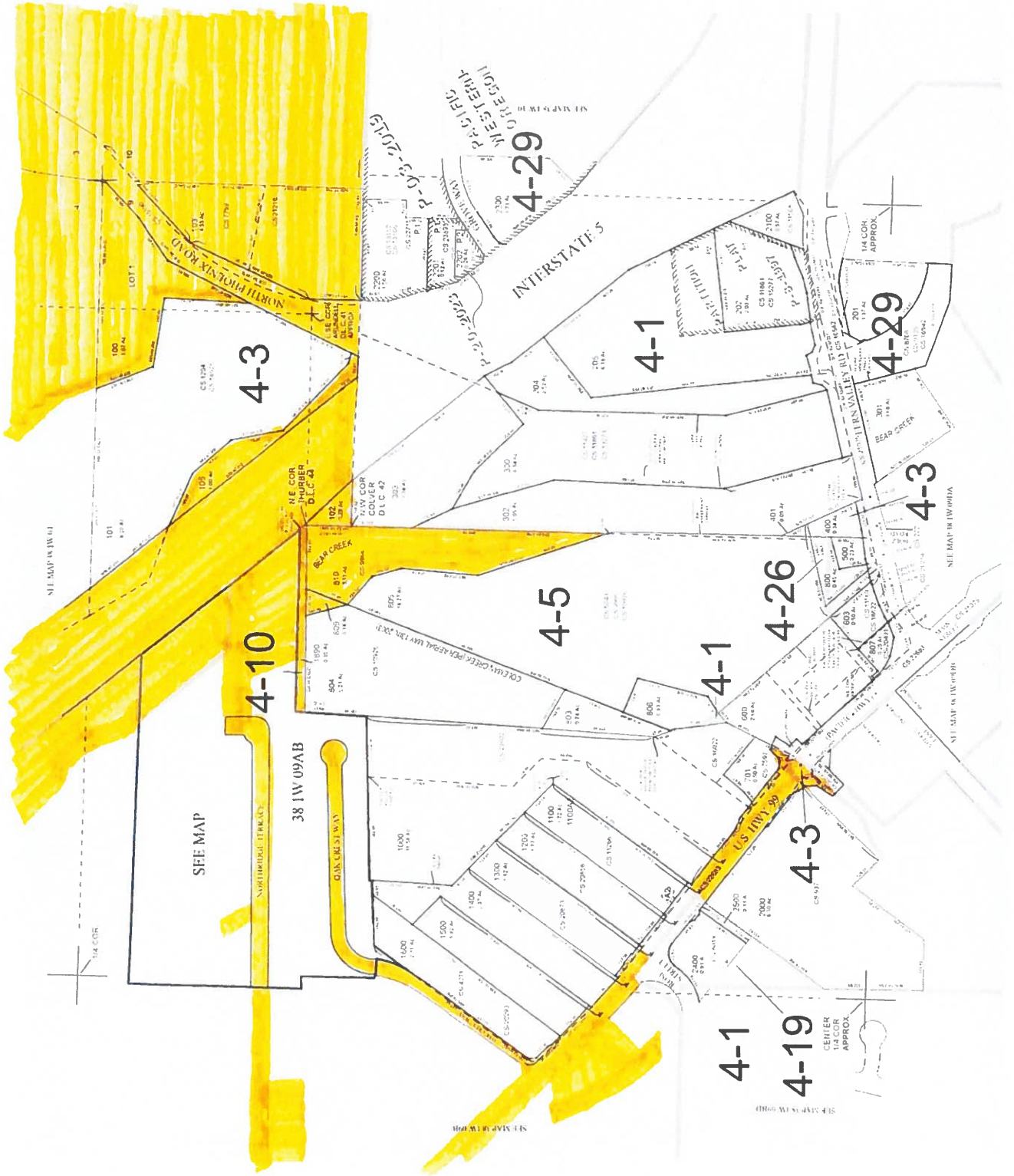
FOR ASSESSMENT AND
TAXATION ONLY



N.E. 1/4 SEC. 9 T. 38 S. R. 1 W. W.M.
JACKSON COUNTY

381W9A
PHOENIX

1" = 200'



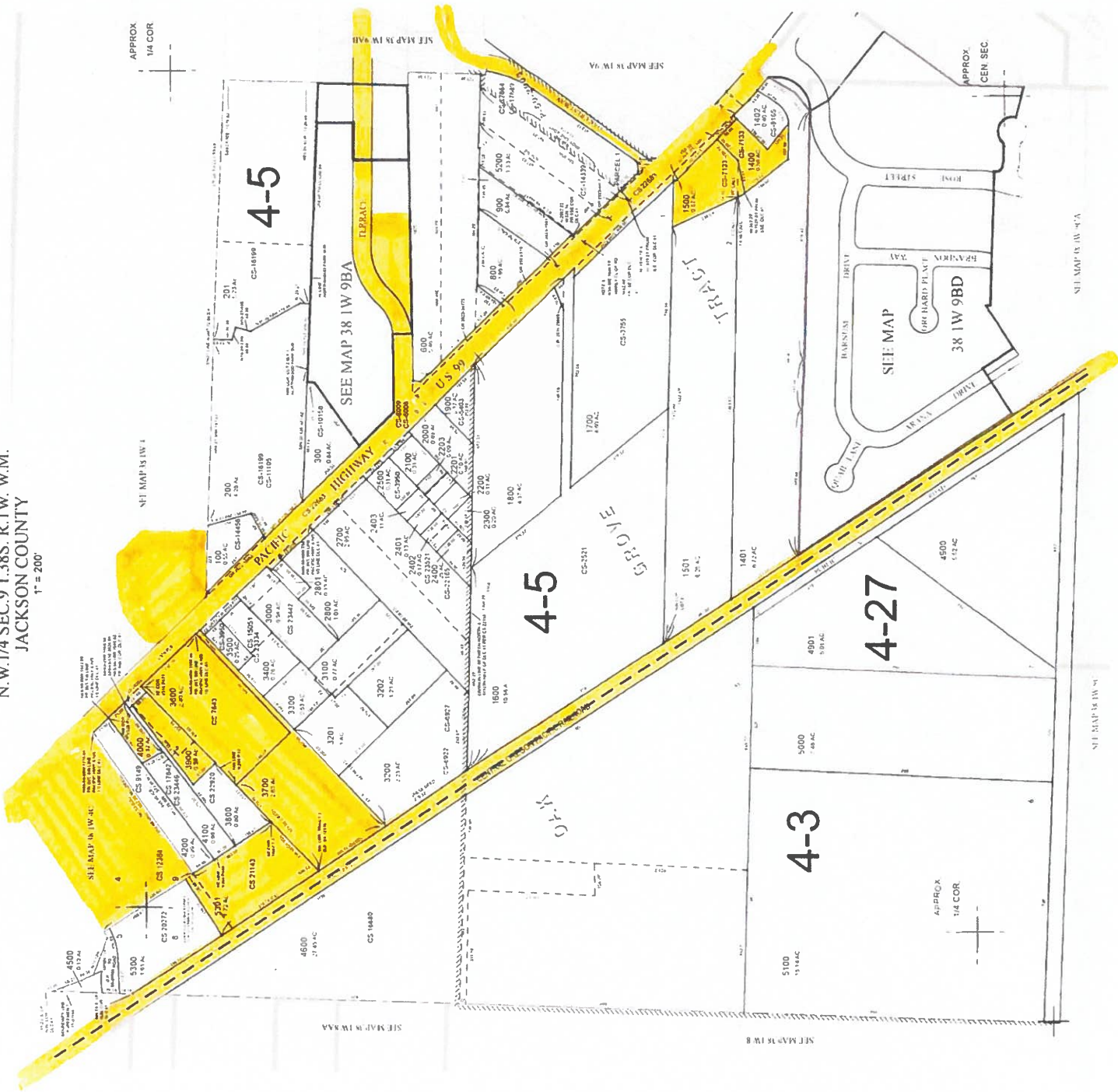
- UNAPPORTIONED LOTS
- 404 ABANDONED TO STATE
- 405 ABANDONED TO STATE
- 406 ABANDONED TO STATE
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- 428 ABANDONED TO STATE
- 429 ABANDONED TO STATE

N. W. 1/4 SEC. 9 T. 38S. R. 1W. W.M.
JACKSON COUNTY

1" = 200'

381W9B
& INDEX
PHOENIX

CONVEYANCES FOR SURVEYS
1000 ADDED TO 1500
1100 ADDED TO 1500
1400 ADDED TO 1500
2500 ADDED TO 2200
4000 ADDED TO 1100/1500
9000 REAMENDED TO 5100



381W9B
& INDEX
PHOENIX

1000 ADDED TO 1500
1100 ADDED TO 1500
1400 ADDED TO 1500
2500 ADDED TO 2200
4000 ADDED TO 1100/1500
9000 REAMENDED TO 5100

SEE MAP 381W9A

SEE MAP 381W9B

SEE MAP 381W9C

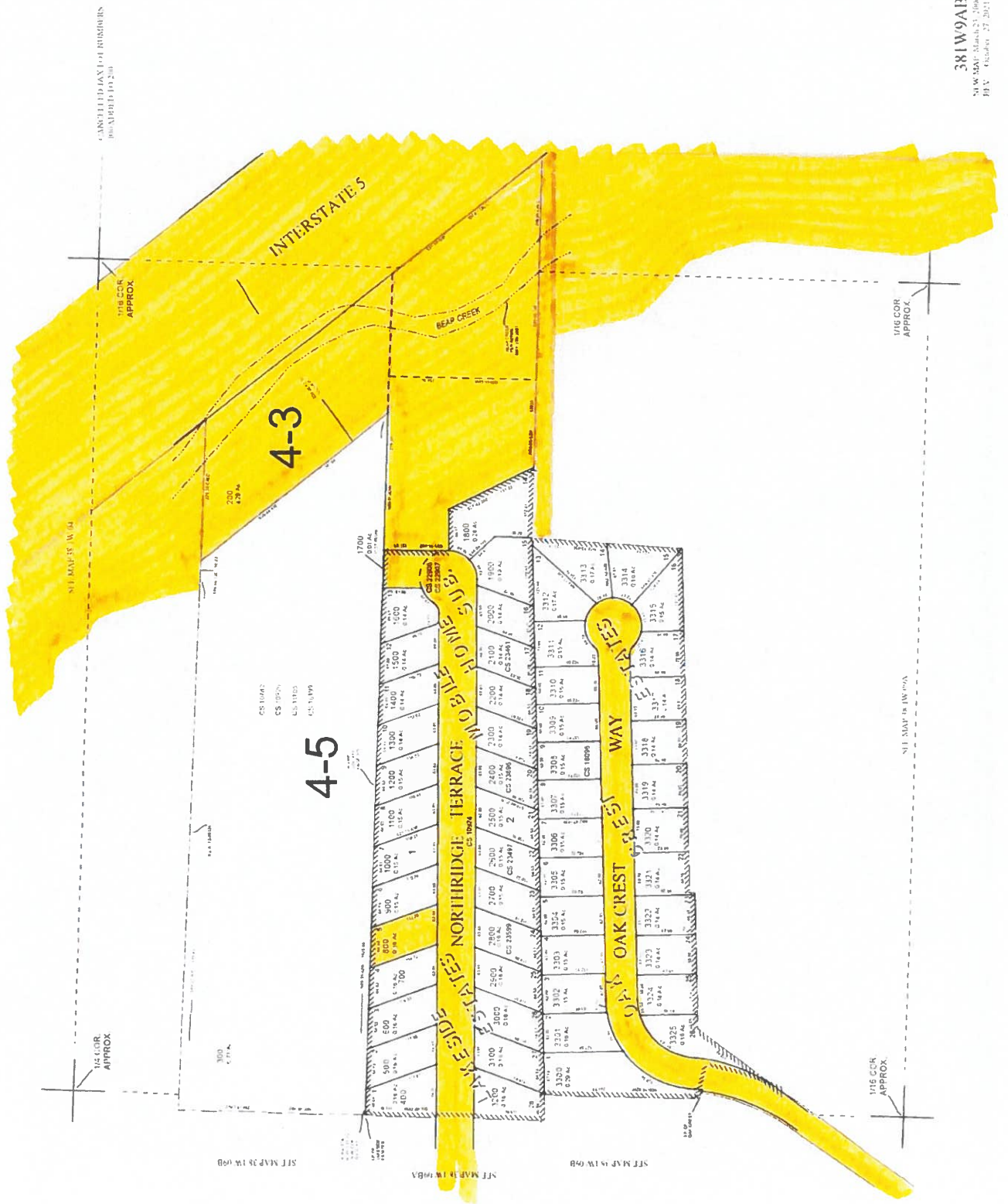
SEE MAP 381W9D

SEE MAP 381W9E

FOR ASSESSMENT AND TAXATION ONLY

N.W. 1/4 N.E. 1/4 SEC. 9 T. 38S. R. 1W. W.M.
JACKSON COUNTY
1" = 100'

381W9AB

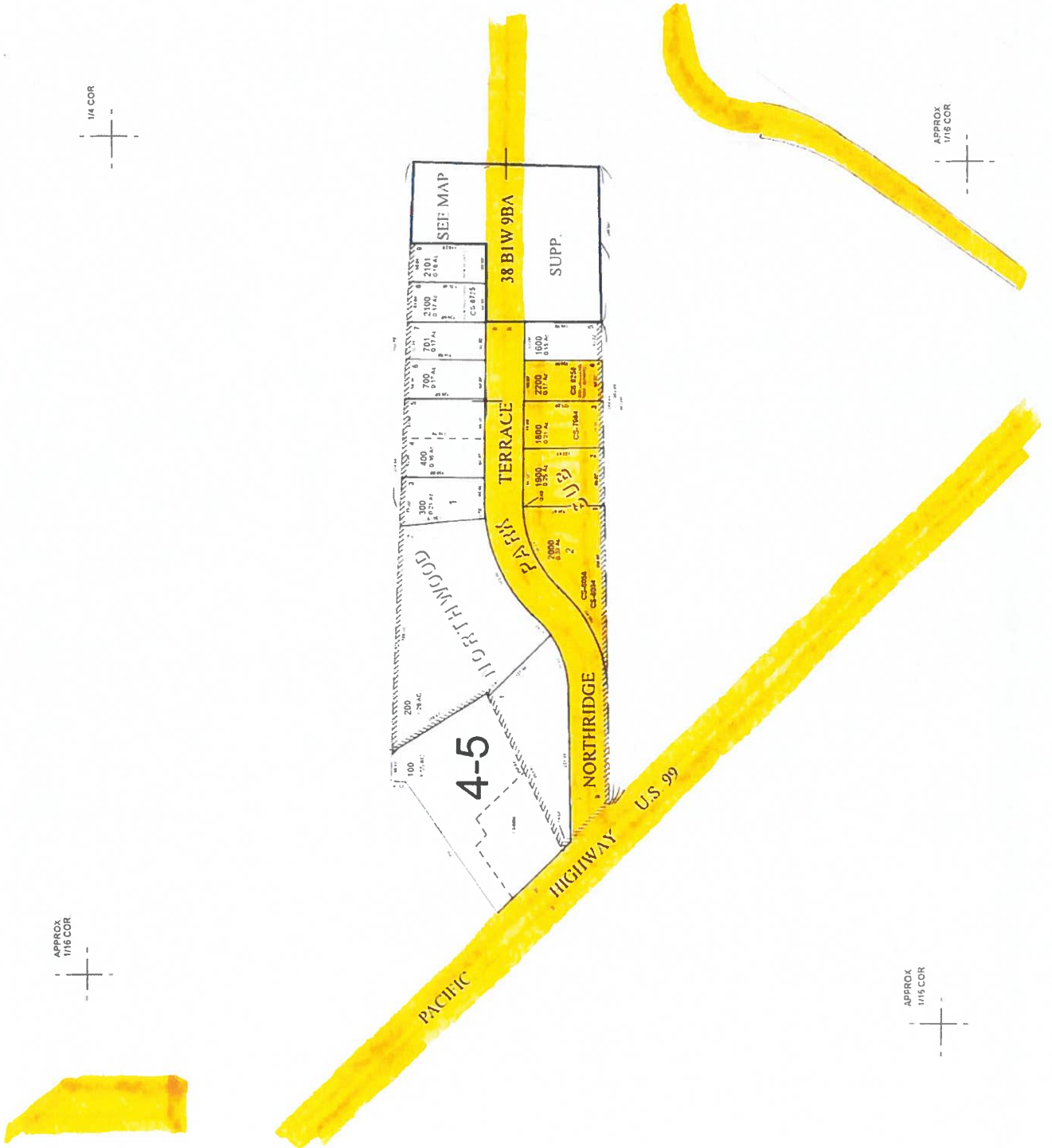


CS DATA
07/29/2022 @ 12:59 AM yatesja

381W9AB
M.W.M.A.P. March 23, 2009
B.V. October 27, 2021

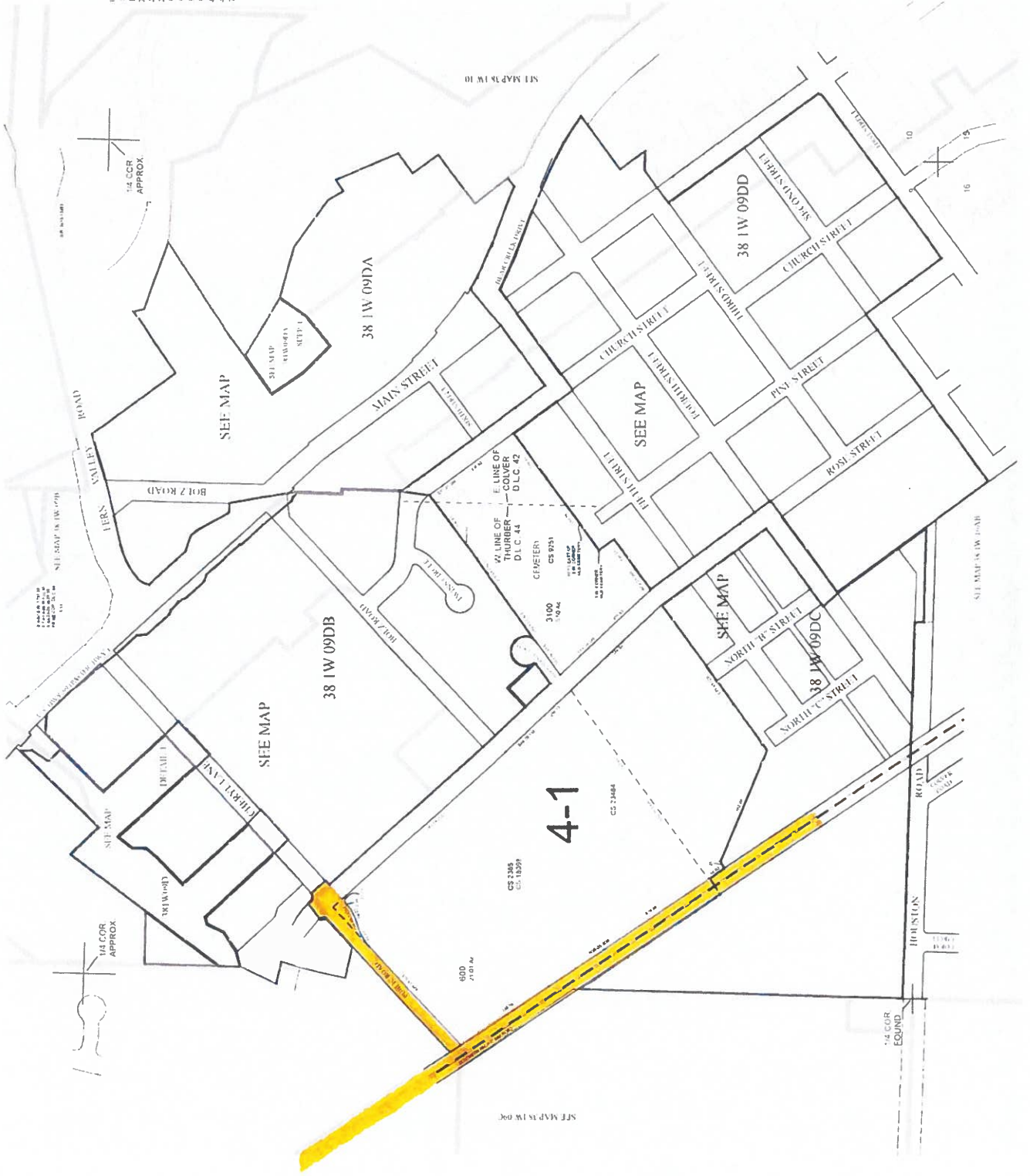
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JACKSON COUNTY
1" = 100'

381W9BA



381W9BA
REV. 11-10-2022

FOR ASSESSMENT AND
TAXATION ONLY

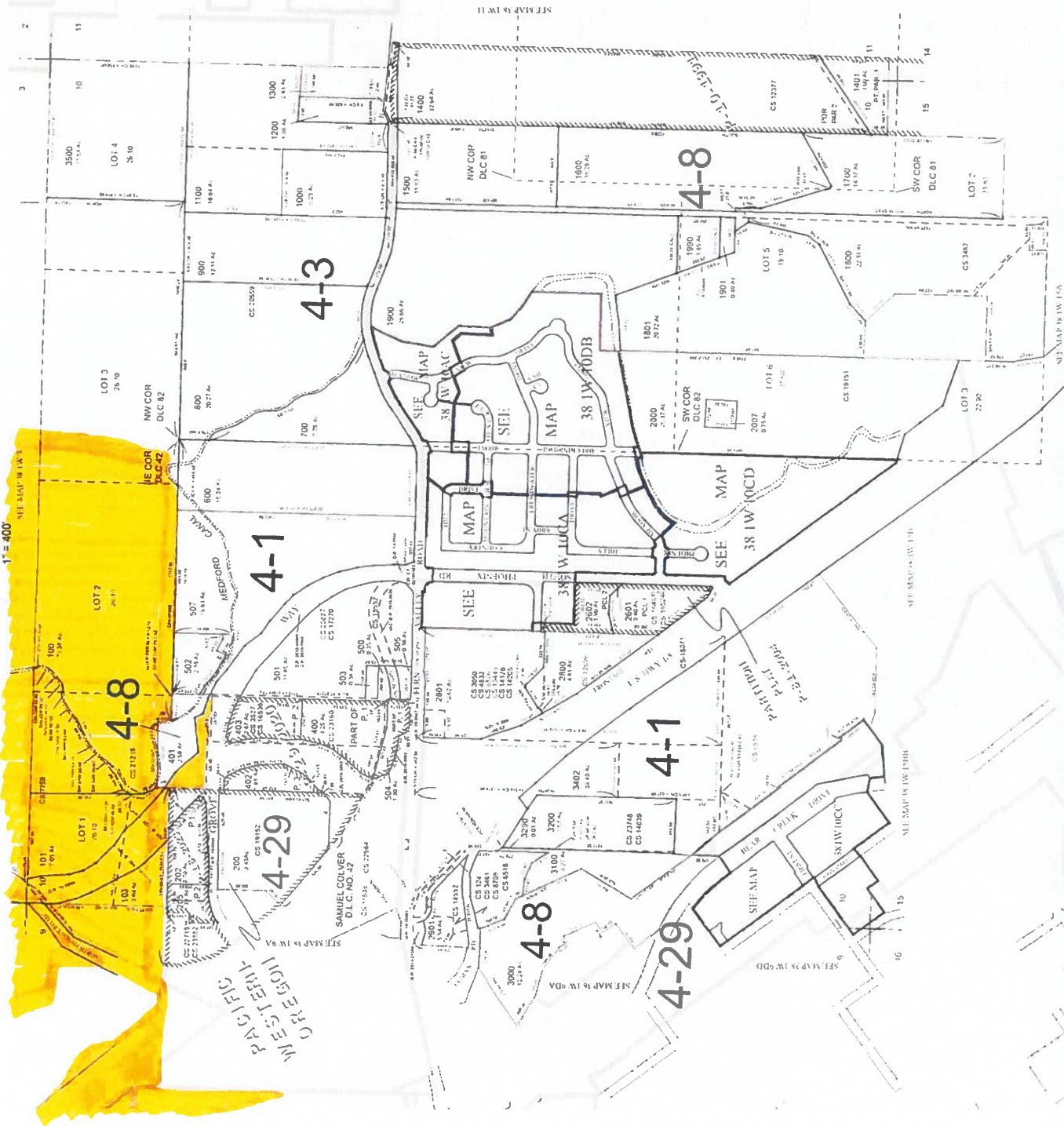


EMBEDED TAX PLOT NUMBERS:
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102 255-207 REMAPPED TO 381W9D
201 RE-MAPPED TO 381W9D
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204 RE-MAPPED TO 381W9D
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208 RE-MAPPED TO 381W9D
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212 RE-MAPPED TO 381W9D
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214 COR. APPROX.
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FOR ASSASSINATED
UNAPPROPRIATELY

SECTION 10 T.38S. R.1W. W.M.
JACKSON COUNTY

381W10
& INDEX
PHOENIX



- CANCELLED IN LOT 10, 11, 12, 13, 14, 15
- 1001-1010 REMAPPED TO 381W10
- 1011-1020 REMAPPED TO 381W10
- 1021-1030 REMAPPED TO 381W10
- 1031-1040 REMAPPED TO 381W10
- 1041-1050 REMAPPED TO 381W10
- 1051-1060 REMAPPED TO 381W10
- 1061-1070 REMAPPED TO 381W10
- 1071-1080 REMAPPED TO 381W10
- 1081-1090 REMAPPED TO 381W10
- 1091-1100 REMAPPED TO 381W10
- 1101-1110 REMAPPED TO 381W10
- 1111-1120 REMAPPED TO 381W10
- 1121-1130 REMAPPED TO 381W10
- 1131-1140 REMAPPED TO 381W10
- 1141-1150 REMAPPED TO 381W10
- 1151-1160 REMAPPED TO 381W10
- 1161-1170 REMAPPED TO 381W10
- 1171-1180 REMAPPED TO 381W10
- 1181-1190 REMAPPED TO 381W10
- 1191-1200 REMAPPED TO 381W10
- 1201-1210 REMAPPED TO 381W10
- 1211-1220 REMAPPED TO 381W10
- 1221-1230 REMAPPED TO 381W10
- 1231-1240 REMAPPED TO 381W10
- 1241-1250 REMAPPED TO 381W10
- 1251-1260 REMAPPED TO 381W10
- 1261-1270 REMAPPED TO 381W10
- 1271-1280 REMAPPED TO 381W10
- 1281-1290 REMAPPED TO 381W10
- 1291-1300 REMAPPED TO 381W10
- 1301-1310 REMAPPED TO 381W10
- 1311-1320 REMAPPED TO 381W10
- 1321-1330 REMAPPED TO 381W10
- 1331-1340 REMAPPED TO 381W10
- 1341-1350 REMAPPED TO 381W10
- 1351-1360 REMAPPED TO 381W10
- 1361-1370 REMAPPED TO 381W10
- 1371-1380 REMAPPED TO 381W10
- 1381-1390 REMAPPED TO 381W10
- 1391-1400 REMAPPED TO 381W10
- 1401-1410 REMAPPED TO 381W10
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- 1431-1440 REMAPPED TO 381W10
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- 1451-1460 REMAPPED TO 381W10
- 1461-1470 REMAPPED TO 381W10
- 1471-1480 REMAPPED TO 381W10
- 1481-1490 REMAPPED TO 381W10
- 1491-1500 REMAPPED TO 381W10
- 1501-1510 REMAPPED TO 381W10
- 1511-1520 REMAPPED TO 381W10
- 1521-1530 REMAPPED TO 381W10
- 1531-1540 REMAPPED TO 381W10
- 1541-1550 REMAPPED TO 381W10
- 1551-1560 REMAPPED TO 381W10
- 1561-1570 REMAPPED TO 381W10
- 1571-1580 REMAPPED TO 381W10
- 1581-1590 REMAPPED TO 381W10
- 1591-1600 REMAPPED TO 381W10
- 1601-1610 REMAPPED TO 381W10
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- 1621-1630 REMAPPED TO 381W10
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- 1641-1650 REMAPPED TO 381W10
- 1651-1660 REMAPPED TO 381W10
- 1661-1670 REMAPPED TO 381W10
- 1671-1680 REMAPPED TO 381W10
- 1681-1690 REMAPPED TO 381W10
- 1691-1700 REMAPPED TO 381W10
- 1701-1710 REMAPPED TO 381W10
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- 1861-1870 REMAPPED TO 381W10
- 1871-1880 REMAPPED TO 381W10
- 1881-1890 REMAPPED TO 381W10
- 1891-1900 REMAPPED TO 381W10
- 1901-1910 REMAPPED TO 381W10
- 1911-1920 REMAPPED TO 381W10
- 1921-1930 REMAPPED TO 381W10
- 1931-1940 REMAPPED TO 381W10
- 1941-1950 REMAPPED TO 381W10
- 1951-1960 REMAPPED TO 381W10
- 1961-1970 REMAPPED TO 381W10
- 1971-1980 REMAPPED TO 381W10
- 1981-1990 REMAPPED TO 381W10
- 1991-2000 REMAPPED TO 381W10

381W10
& INDEX
PHOENIX
FOR CIOAO March 2004
REV. Map 1 2021

Exhibit "D"

ORS § 222.170

Annexation by Consent Before Public Hearing or Order for Election

- (1) The legislative body of the city need not call or hold an election in any contiguous territory proposed to be annexed if more than half of the owners of land in the territory, who also own more than half of the land in the contiguous territory and of real property therein representing more than half of the assessed value of all real property in the contiguous territory consent in writing to the annexation of their land in the territory and file a statement of their consent with the legislative body on or before the day:
 - (a) The public hearing is held under ORS 222.120 (Procedure for annexation without election), if the city legislative body dispenses with submitting the question to the electors of the city; or
 - (b) The city legislative body orders the annexation election in the city under ORS 222.111 (Authority and procedure for annexation), if the city legislative body submits the question to the electors of the city.
- (4) Real property that is publicly owned, is the right of way for a public utility, telecommunications carrier as defined in ORS 133.721 or railroad or is exempt from ad valorem taxation shall not be considered when determining the number of owners, the area of land or the assessed valuation required to grant consent to annexation under this section unless the owner of such property files a statement consenting to or opposing annexation with the legislative body of the city on or before a day described in subsection (1) of this section.[Amended by 1955 c.51 §2; 1961 c.511 §2; 1971 c.673 §1; 1973 c.434 §1; 1983 c.350 §36; 1985 c.702 §11; 1987 c.447 §117; 1987 c.737 §4; 1999 c.1093 §12]

CITY OF PHOENIX LAND USE ELEMENT

Adopted by ORD 1008 Page 24

Policy 3.1

The City Council may approve annexations, without referral to the City's entire electorate, when findings and facts show that development of the property or properties proposed for annexation would be consistent with the Plan and:

- A) That development on the land proposed for annexation can be served with all urban services and facilities without adverse impact on the availability, quality, quantity, or reliability of City services provided to or likely to be needed by:
 1. Existing development within the incorporated area, and
 2. Undeveloped, partially vacant, or redevelopable incorporated land (considering approved development plans or permissible densities as set out in the Plan), and
- B) Population impacts of the proposed development will not cause the City's population to grow at a rate in excess of the Comprehensive Plan, Populating Element's planned population. The population impact of residential lands development shall be computed by:
 1. Multiplying the gross area in square feet times 72 percent (to account for lands dedicated to streets) then,

2. Dividing by the maximum lot size permissible within the zone that would be applied to the property if annexed, and then,
3. Multiplying by the average occupancy associated with the dwelling type based upon the most recent U.S. Census.

Such analysis shall be submitted by the applicant at the time of application.

An annexation conforms to the Population Element if the average rate of population growth likely to result from annexation (considering development phasing of the proposed annexation) when added to the development of previously annexed lands (considering their phasing and historical rate of development) will not exceed 133 percent of the average annual population growth rate computed as follows:

Planned Population – most recent PSU1 estimate of population Forecast Year – the year of the most recent estimate.

Policy 3.2

The City Council may, at its discretion, refer to the City's electorate any annexation that does not fully comply with Policy 3.1. The procedures described within ORS 222.130 regarding annexation elections shall be followed. A simple majority of votes cast shall determine the outcome.

Policy 3.3

The Council may annex territory to the City, and dispense with the requirements of Policy 3.1 and 3.2 where the Oregon Health Division has issued a finding that a danger to public health exists because of conditions within the territory.

Policy 3.4

All properties annexed to the City shall eventually be improved to City standards; including but not limited to street improvements, curbs, gutters, lighting, and other improvements included within the City's development standards or as may otherwise be specified by the City's Engineer, Public Works Director, or Planner and approved by the City Council. If required improvements are not proposed at the time of annexation, then the annexation agreement shall specify that the improvements shall be installed at the time of partitioning, subdivision, development or other time as approved by the Council.

Policy 3.5

The City shall initiate proceeding to annex "islands" of unincorporated area within the City Limits immediately following their creation or as soon thereafter as practical when deemed to be in the overall best interest of the City. Such annexations are required to ensure orderly and equitable provision of public improvement, utilities, and community services, and to further growth and development of the community in accordance with this Plan.

Policy 3.6

The City Council may initiate "contract annexation" or an alternative procedure, other than standard annexation, when it is determined that the community will derive significant economic advantage.



GOVERNMENT AND PUBLIC SAFETY CENTER PROJECT

August 2023



HMKCO.ORG



PROJECT END OF MONTH REPORT

PROJECT

GOVERNMENT AND PUBLIC SAFETY CENTER

PROJECT DESCRIPTION

- Construct a new combined city facility, replacing the Phoenix Fire Station (JCFD 5 Station 3)
- The new building incorporates the footprint of the City Hall, Fire Station, and Police Station
- The 2-story building efficiently collocates and stretches resources to enhance public safety

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Ext. Wall Framing Sector B 2 nd Floor	07/03/23	08/18/23	100%	
Steel Columns/Beams Sector C	07/26/23	07/12/23	100%	
Ext. Wall Framing Sector B 2 nd Floor	07/03/23	08/18/23	40%	
Building Construction	03/02/23	03/14/24	40%	
Substantial Completion	12/06/22	03/29/24	60%	

CURRENT ACTIVITIES

Construction

Roof trusses for Sector B were delivered and erected in August, and roof decking at Sector A was completed as well. This is continued progress toward getting the building “dried in” that will allow electrical rough-in to be completed along with enabling contractors to work in adverse weather. The next step for the Sector A roof will be the weather-resistant



Roof decking at Sector A and trusses at Sector B were substantially complete in August



Steel for the main stairway was erected in August

barrier that has started and shown in the picture above.

The main staircase steel in Sector A was erected as well. This staircase is the public access for City Hall services on the second floor. The second-floor lobby provides separate transaction windows for services from City Hall reception, utility/billing, building, and planning.

Exterior wall framing on Sector C (fire apparatus bay) progressed well and the steel supports members for the Fire living quarters on the second floor were completed.

The framer completed the "Z-wall" and it is being used to provide an example of how windows and finishes will be installed. It also serves as a visual reference for installers to ensure they are installing items correctly. weather penetration but is also easier to maintain.



The mockup "Z-Wall" is being used to evaluate installations of windows and weather barrier

Social Media

In July-August, the Government and Public Safety Center project achieved over 72,000 impressions, 21,000 social media accounts reached (Facebook, LinkedIn, and Instagram) along with 1,794 engagements among community members.

Budget

In August, HMK staff conducted a routine evaluation of the project budget. While updating project revenue, a discrepancy between the H.B. 5006 appropriation and the amount City Accounting reported as revenue was discovered. Following inquires to Oregon Department of Administrative Services, HMK determined the Oregon Senate, through Senate Bill 5534, enacted a \$13,600,000 limit on the funds that could be allocated to each agency. Unfortunately, it appears the City was not notified of the limit enacted by S.B. 5534.

As a result, the city only received \$13,600,000 instead of the \$13,804,000 appropriated by the House and reported as revenue in the budget. This will result in a \$204,000 revenue reduction, consequently increasing the budget shortfall from \$3,208,183 to \$3,412,183.

Because the project team has been diligent in capturing cost savings through value engineering and the project is past some high-risk procurement items, there will likely be enough money in contingency funds to cover this reduction in revenue assuming no significant unforeseen contingency items emerge.

HMK also inquired about the H.B. 5202 funding and confirmed the \$2,534,000 revenue reported in the budget is correct.

HIGHLIGHTS, CHALLENGES, SOLUTIONS

Highlights / Challenges:

- ✓ Roof decking at Sector A was completed.
- ✓ Sector B second floor exterior walls were completed.

ACTIVITIES SCHEDULED FOR NEXT PERIOD

- ✓ The weather-resistant barrier (WRB) on the roof at Sector A will be completed.
- ✓ Sector B roof decking will be completed.



REVENUE / PROJECT BUDGET REPORTS

See attached reports

ADDITIONAL INFORMATION

For questions, comments or additional information, please contact:

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**CITY OF PHOENIX
CITY GOVERNMENT BUILDING PROJECT
REVENUE BUDGET
JULY 31, 2023**

Program Revenue ¹	Original Budget	Received to Date	Allocated to Date	Unallocated Balance	Revised Budget
Bond and Other Proceeds					
House Bill 5006	\$ 13,804,000	\$ 4,630,017	\$ 13,600,000	\$ -	\$ 13,600,000
House Bill 5202	\$ 2,534,000	\$ -	\$ 2,534,000	\$ -	\$ 2,534,000
FEMA - Public Assistance	\$ 200,000	\$ -	\$ 319,322	\$ -	\$ 319,322
	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Sources (Federal, State, ETO)	\$ -	\$ -	\$ 3,088,861	\$ 323,322	\$ 3,412,183
Total Revenue	\$ 16,538,000	\$ 4,630,017	\$ 19,542,183	\$ 323,322	\$ 19,865,505

1. Program Revenue Budgets are an estimate. Accuracy should be verified by City personnel.



**CITY OF PHOENIX
PUBLIC SAFETY BUILDING
PROJECT BUDGET
JULY 31, 2023**

Program Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)		\$ 13,421,067	\$ 2,981,638	\$ 12,267,205	\$ 15,248,843
1.5% Solar Requirement (1.5% of Total Project Budget)		\$ 270,325	\$ 2,737	\$ 228,733	\$ 228,733
Construction Contingency		\$ 671,053	\$ -	\$ 754,759	\$ 754,759
Construction Sub Total		\$ 14,362,446	\$ 2,984,375	\$ 13,250,697	\$ 16,232,335
Soft Cost					
Administrative Cost					
Legal Fees	1	\$ 15,000	\$ 23,559	\$ 1,441	\$ 25,000
Builders Risk Insurance	2	\$ 100,000	\$ -	\$ 67,275	\$ 67,275
Project Management		\$ 608,575	\$ 502,698	\$ 105,877	\$ 608,575
Reimbursable Expenses		\$ 15,000	\$ 978	\$ 14,022	\$ 15,000
Other Administrative Charges		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey	2	\$ 24,280	\$ 11,030	\$ -	\$ 11,030
Geo-Tech Report		\$ 48,560	\$ 30,999	\$ 1	\$ 31,000
Planning Cost					
Design Fees		\$ 1,214,005	\$ 946,714	\$ 153,286	\$ 1,100,000
A & E Reimbursable Expenses		\$ 15,000	\$ 412	\$ 14,588	\$ 15,000
Commissioning	2	\$ 60,700	\$ 7,893	\$ 42,995	\$ 50,887
Printing & Plan Distribution		\$ 2,500	\$ -	\$ 2,500	\$ 2,500
Hazardous Materials Consultant	2	\$ 36,420	\$ 16,153	\$ 6,147	\$ 22,300
Building Envelope Consultant		\$ 60,700	\$ 26,072	\$ 37,728	\$ 63,800
Constructability Review	2	\$ 48,560	\$ -	\$ -	\$ -
Plan Review & Building Permits		\$ 121,400	\$ 10,877	\$ 110,523	\$ 121,400
Special Inspection and Testing		\$ 60,700	\$ 19,348	\$ 41,352	\$ 60,700
Miscellaneous Fees		\$ 63,560	\$ 62,946	\$ 614	\$ 63,560
Relocation Cost		\$ -	\$ 20,251	\$ 79,749	\$ 100,000
Kitchen		\$ 24,280	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 2,500	\$ 433	\$ 2,067	\$ 2,500
Furniture, Fixtures, and Equipment (FF&E)	1	\$ -	\$ -	\$ 750,000	\$ 750,000
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)		\$ 24,280	\$ -	\$ 24,280	\$ 24,280
Acoustics		\$ 24,280	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 2,500	\$ -	\$ -	\$ -
System Development Charges		\$ 121,400	\$ -	\$ 121,400	\$ 121,400
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ 121,400	\$ 11,657	\$ 109,743	\$ 121,400
Unallocated Owner Contingency	1, 2	\$ 843,633	\$ -	\$ 136,241	\$ 136,241
Inflation		\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 3,659,233	\$ 1,692,021	\$ 1,821,827	\$ 3,513,848
Total Project Cost		\$ 18,021,679	\$ 4,676,395	\$ 15,072,525	\$ 19,746,183

1. Reallocated funds within budget (09.30.22)
2. Reallocated funds within budget (12.31.22)

HMK COMPANY



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