

City Council Meeting
Agenda
November 06, 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:

https://us06web.zoom.us/j/89893265452?pwd=64Jh8CUm-7B2obuxJ7cZLI9mkIj_OQ.h88PGizcRbtNiDwC
Passcode: 413379

Or One tap mobile: +1 346 248 7799, 89893265452#, *413379# US (Houston) +1 669 444 9171, 89893265452#, *413379# US

Or Telephone: Dial (for higher quality, dial a number based on your current location):

- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
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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. Eric Swanson – Employee Recognition
- b. Will Volpert – Chamber of Commerce Update,..... 5

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. Resolution No. 1117 – A Resolution Adopting the Final October 2023 Reimagined Regional Long-Term Recovery Plan Prepared by the Jackson County Long-Term Recovery Group in Collaboration with Jackson County Residents, Stakeholders, and the Jurisdictions Affected by the 2020 Almeda and Obenchain Fires,..... 12
- 2. Charlotte Ann Water District Hwy 99 Waterline Relocation,..... 16

b. Minutes to Approve and File:

- 1. Minutes from City Council Meeting October 16, 2023,.....21

6. Consent Agenda Items Pulled for Discussion

7. New Business

- a. Resolution No. 1118 – A Resolution of the City of Phoenix Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with Oregon Infrastructure Finance Authority,.....26

8. Ordinance: Reading/Adoption

- a. Ordinance No. 1034 – An Ordinance of the City of Phoenix to Amend Chapter 2.11 of and Add Chapter 2.12 to the Land Development Code Regarding the Holding Zone and an Exclusion Agriculture Overlay to Certain Properties to be Annexed to the City Through ORD. 1033,.....47

9. Staff Reports

- a. City Attorney
- b. City Manager – 2021 Strategic Plan Update,.....64
- c. Deputy City Manager

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



City of Phoenix

Heart of the Rogue Valley

Future agenda summary 11/06/23

To be scheduled: City Council

To be scheduled: PHURA

- Annual Report

Upcoming City of Phoenix Meetings:

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. 5:00 pm – 7:00 pm
December 04, 2023	PHURA Meeting 5:30 pm at 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.
December 18, 2023	City Council Meeting 6:30 pm at 220 N. Main St.
December 21, 2023	Parks and Recreation Committee Meeting 6:00 pm at 220 N. Main St.
January 02, 2024	City Council Meeting (Tuesday) 6:30 pm at 220 N. Main St.
January 08, 2024	Planning Commission Meeting 6:30 pm at 220 N. Main St.

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



PHOENIX OREGON
CHAMBER OF COMMERCE

www.PhoenixOregonChamber.org | info@phoenixoregonchamber.org

YEAR IN REVIEW

- Board of Directors
- Quarterly Membership Meetings
- Media: Press, Advertising, and Networking
 - Membership
 - Visitor Guide
- Events and Ribbon Cuttings

Mission Statement:

“We support small business success and community building in and around Phoenix, Oregon.”



Quarterly Membership Meetings



Quarter 3 Membership Meeting at the Iron Skillet

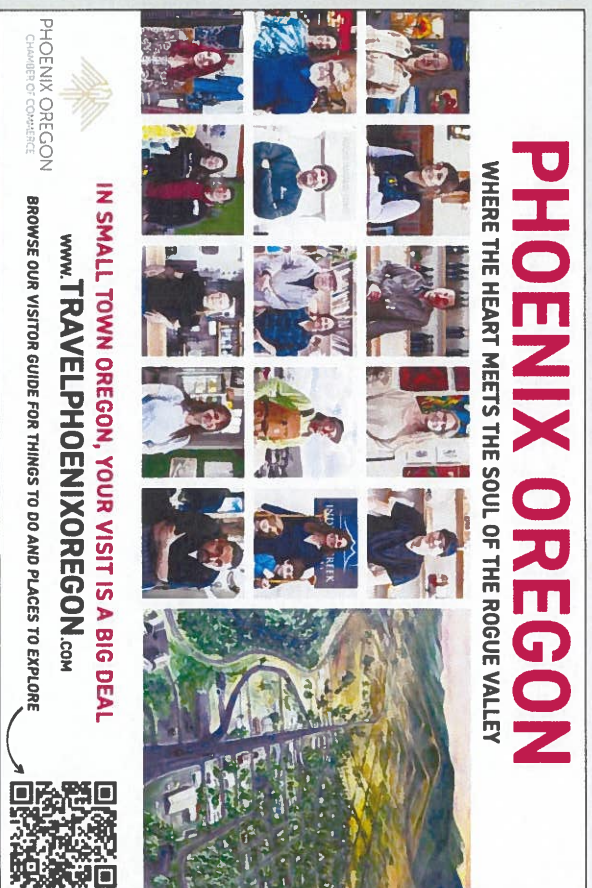
- Quarter 1 - Phoenix Library
- Quarter 2 - Phoenix Counseling Center
- Quarter 3 - Iron Skillet / Petro
- Quarter 4 - Oregon Cheese Cave

Watch for more...

Membership meetings will be every other month in 2024.




Media: Press, Advertising, and Networking



PHOENIX OREGON
WHERE THE HEART MEETS THE SOUL OF THE ROGUE VALLEY

PHOENIX OREGON
CHAMBER OF COMMERCE

IN SMALL TOWN OREGON, YOUR VISIT IS A BIG DEAL
WWW.TRAVELPHOENIXOREGON.COM
BROWSE OUR VISITOR GUIDE FOR THINGS TO DO AND PLACES TO EXPLORE

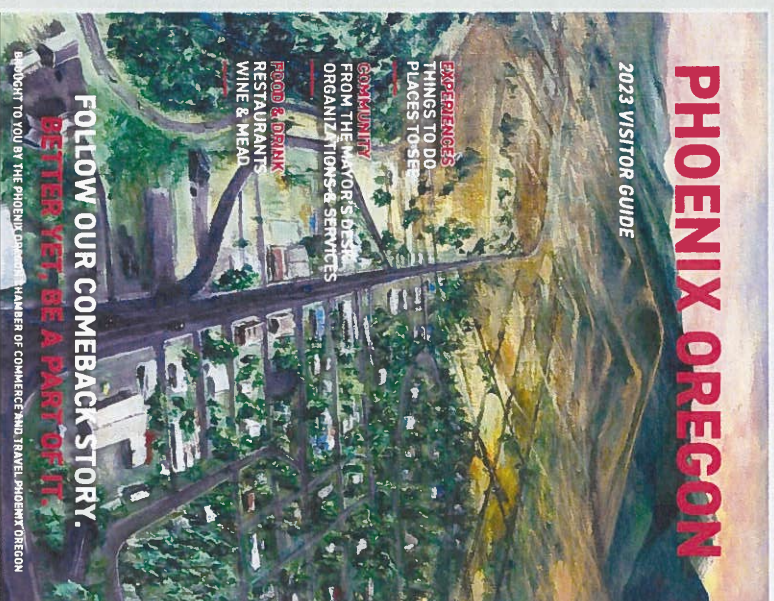


Advertisement in the 2024 TSO Visitor Guide

- Southern Oregon Magazine
- Travel Southern Oregon Visitor Guide
- Vancouver Travel Show
- Governor's Conference On Tourism



Visitor Guide



- Distributed locally and to Travel Oregon Welcome Centers
- Funding provided by the Chamber of Commerce, Travel Southern Oregon, advertising, and donations
- 2024 version will be distributed locally and to the Medford Airport.



Events



- Economic Development Summit
- City Wide Yard Sale
- Ribbon Cuttings

Watch for more...

Events will be a larger focus in 2024



The Year Ahead

- Build on the foundation of our first year
 - Increase the value of a membership
 - Add more community events
- Capacity building through funding and a part time employee
 - Strengthen our relationship with the City
 - Collect better data and visitor tracking
 - Grow membership to 80+
 - Increase networking opportunities for businesses
- Support small business success and community building.





City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: Resolution Adopting the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan.

Meeting Date: November 6, 2023

From: Joe Slaughter, Deputy City Manager

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

SUMMARY

Consideration of a resolution adopting the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and Obenchain Fires.

BACKGROUND AND DISCUSSION

The Jackson County Long-Term Recovery Group (JCLTRG) contracted with Urban Design Associates (UDA) to complete a Regional Long-Term Recovery Plan (R-LTRP) following the 2020 Almeda and Obenchain Fires. The City of Phoenix supported these efforts with roughly \$180,000 in Municipal Wildfire Assistance Program (MWAP) funds that the City applied for on behalf of the JCLTRG as pass-through funding for the effort. As was reported by Caryn Wheeler Clay (Executive Director, JCLTRG) and Barry Long (Principal & President, UDA) in their June 5, 2023 presentation and October 16, 2023 follow-up presentation to the Phoenix Council, the R-LTRP is a comprehensive document intended to unite recovery resources with remaining unmet needs following the fires and help impacted communities build resiliency against future disasters. Rogue Reimagined, the name of this effort, is intended to be a collaborative recovery planning process guided by the community.

Following significant disaster events, the Federal Emergency Management Agency (FEMA) uses its long-term community recovery assessment tool to analyze needs and determine short- and long-term goals for recovery, rebuilding, and resilience. This document follows FEMA's framework for recovery, guided by the community's vision for a reimagined Rogue Valley. This R-LTRP is unique because it is multi-jurisdictional in nature. The Almeda and South Obenchain Fires spanned a staggering distance through Jackson County and numbered amongst the most destructive wildfires in Oregon's history. The scale of this disaster and its crossing of jurisdictional boundaries creates complexities for approvals, funding, implementation, and more. The R-LTRP was designed to accommodate these complexities and nuances, uniting all impacted jurisdictions in pursuit of recovery.

The final version of the plan can be found on the JCLTRG's website, here:

<https://www.roguereimagined.org/the-plan>

COUNCIL GOALS SUPPORTED

Goal 1: Concise, transparent and frequent communication to build a culture of respect, accountability and excellence. Leadership that is accessible, responsive and proactive.

Goal 14: Create and maintain the best disaster preparedness and fire-resistant community in the Rogue Valley. Enhance public participation.

Goal 16: Continue pursuit of all available grant funding – public and private.

FISCAL IMPACT

The R-LTRP is helpful in identifying unmet needs and identifying projects/efforts needed to support these unmet needs. The format and delivery of the plan is consistent with the federal government's expectations when reviewing requests for recovery funding. The plan should aid in receiving funding toward completing identified disaster recovery projects.

RECOMMENDATION

Recommend approval.

PROPOSED MOTION

I move to approve Resolution 1117. Adopting the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and Obenchain Fires.

ATTACHMENTS

- Draft Resolution 1117

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO.1117

A RESOLUTION ADOPTING THE FINAL OCTOBER 2023 ROGUE REIMAGINED REGIONAL LONG-TERM RECOVERY PLAN PREPARED BY THE JACKSON COUNTY LONG-TERM RECOVERY GROUP IN COLLABORATION WITH JACKSON COUNTY RESIDENTS, STAKEHOLDERS, AND THE JURISDICTIONS AFFECTED BY THE 2020 ALMEDA AND OBCCHAIN FIRES.

WHEREAS, the Jackson County Long-Term Recovery Group (JCLTRG) contracted with Urban Design Associates (UDA) to complete a Regional Long-Term Recovery Plan (R-LTRP) following the 2020 Almeda and Obenchain Fires; and

WHEREAS, the City of Phoenix supported these efforts with roughly \$180,000 in Municipal Wildfire Assistance Program (MWAP) funds that the City applied for on behalf of the JCLTRG as pass-through funding for the effort; and

WHEREAS, the R-LTRP is a comprehensive document intended to unite recovery resources with remaining unmet needs following the fires and help impacted communities build resiliency against future disasters; and

WHEREAS, the Rogue Reimagined, the name of this effort, is intended to be a collaborative recovery planning process guided by the community; and

WHEREAS, following significant disaster events, the Federal Emergency Management Agency (FEMA) uses its long-term community recovery assessment tool to analyze needs and determine short- and long-term goals for recovery, rebuilding, and resilience; and

WHEREAS, this document follows FEMA's framework for recovery, guided by the community's vision for a reimagined Rogue Valley; and

WHEREAS, this R-LTRP is unique because it is multi-jurisdictional in nature. The Almeda and South Obenchain Fires spanned a staggering distance through Jackson County and numbered amongst the most destructive wildfires in Oregon's history. The scale of this disaster and its crossing of jurisdictional boundaries creates complexities for approvals, funding, implementation, and more. The R-LTRP was designed to accommodate these complexities and nuances, uniting all impacted jurisdictions in pursuit of recovery. Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX, OREGON:

Section 1. The City of Phoenix adopts the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and Obenchain Fires.

Section 2. This Resolution shall become effective immediately upon its passage by the Council and signed by the Mayor.

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 06th day of November 2023.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 5a2.

Agenda Report to Mayor and Council

Agenda item title: Charlotte Ann Water District Hwy 99 Waterline Relocation

Meeting Date: November 6, 2023

From: Tyler Duncan, RH2 Engineering, Inc.

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

SUMMARY

Staff is requesting approval to award the Charlotte Ann Water District Hwy 99 Waterline Relocation project.

BACKGROUND AND DISCUSSION

The Charlotte Ann Water District Hwy 99 Waterline Relocation project was put out to bid on October 5, 2023, with a bid opening date of October 26, 2023. The project will replace the aging 12-inch waterline from north of Coleman Creek to south of Alder Street and includes 3,293 linear feet of 16-inch ductile iron pipe, 41 water services, 12 fire hydrants, 4 concrete vaults, and 20 connections to existing water systems. These improvements are necessary to relocate water infrastructure in preparation for ODOT's redevelopment of Highway 99 in this area.

The following bids were received from four bidders:

Pilot Rock Excavation, Inc.	\$2,056,365.00
NorthCore USA, LLC.	\$2,281,998.88
Central Pipeline, Inc.	\$2,609,319.00

FISCAL IMPACT

ODOT will pay for 34% of the project cost.

RECOMMENDATION

It is recommended that Council approve awarding the project to the apparent responsible low bidder, Pilot Rock Excavation, LLC.

PROPOSED MOTION

"Motion to approve the award of the Charlotte Ann Water District Hwy 99 Waterline Relocation contract to Pilot Rock Excavation, LLC."

ATTACHMENTS

Recommendation of Bid Award
Bid Tabulation



**RH2 ENGINEERING
Medford**

3553 Arrowhead Drive, Suite 200
Medford, OR 97504
1.800.720.8052 / rh2.com

October 30, 2023

Mr. Swanson
City Manager
City of Phoenix
220 N. Main St.
Phoenix, OR, 97535

Sent via: Email

Subject: Recommendation of Bid Award

Dear Mr. Swanson:

The bids for the Charlotte Ann Water District Hwy 99 Waterline Relocation project were opened at the Phoenix Civic Center on October 26, 2023 at 2:00 p.m. Of the three bids received, Pilot Rock Excavation, Inc. submitted the lowest bid.

The bids for this project are as follows:

Contractor	Amount
Pilot Rock Excavation, Inc.	\$2,056,365.00
NorthCore USA, LLC	\$2,281,998.88
Central Pipeline, Inc.	\$2,609,319.00

Attached is a tabulation of all bids received along with the engineer's estimate.

I reviewed Pilot Rock Excavation, Inc.'s bid and found it to be complete. RH2 recommends that Pilot Rock Excavation, Inc. be awarded the contract for this project. If you have any questions regarding this recommendation, please feel free to contact me at 425-471-8625 or tduncan@rh2.com.

Sincerely,

Tyler Duncan, PE

Attachment: Bid Tabulation

**WASHINGTON
LOCATIONS**

- Bellingham
- Bothell (Corporate)
- East Wenatchee
- Issaquah
- Richland
- Tacoma

**OREGON
LOCATIONS**

- Medford
- Portland

**IDAHO
LOCATIONS**

- Nampa

**City of Phoenix
Charlotte Ann Water District Hwy 9 Waterline Relocation
Bid Tabulation**

Date: 10/27/2023

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Pilot Rock Excavation Inc		Northcore USA LLC		Central Pipeline, Inc.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
10	Mobilization	LS	1	\$158,400.00	\$ 158,400.00	\$ 100,000.00	\$ 100,000.00	\$ 92,951.62	\$ 92,951.62	\$ 350,000.00	\$ 350,000.00
20	Temporary Work Zone Traffic Control, Complete	LS	1	\$90,000.00	\$ 90,000.00	\$ 50,000.00	\$ 50,000.00	\$ 81,070.00	\$ 81,070.00	\$ 65,000.00	\$ 65,000.00
30	Erosion And Sediment Control	LS	1	\$6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,500.00	\$ 2,500.00
40	Construction Survey Work	LS	1	\$12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,700.00	\$ 7,700.00	\$ 8,500.00	\$ 8,500.00
50	Removal Of Structures And Obstructions	LS	1	\$6,000.00	\$ 6,000.00	\$ 50,000.00	\$ 50,000.00	\$ 17,186.93	\$ 17,186.93	\$ 2,500.00	\$ 2,500.00
60	Pre-Construction Potholing	EA	37	\$1,008.00	\$ 37,296.00	\$ 750.00	\$ 27,750.00	\$ 570.81	\$ 21,119.97	\$ 250.00	\$ 9,250.00
70	16 inch Ductile Iron Pipe With Restrained Joints And Class E Backfill	LF	217	\$270.00	\$ 58,590.00	\$ 210.00	\$ 45,570.00	\$ 264.55	\$ 57,407.35	\$ 307.00	\$ 66,619.00
80	16 inch Ductile Iron Pipe With Class E Backfill	LF	3072	\$240.00	\$ 737,280.00	\$ 200.00	\$ 614,400.00	\$ 230.81	\$ 709,048.32	\$ 273.00	\$ 838,656.00
90	12 inch Ductile Iron Pipe With Restrained Joints And Class E Backfill	LF	61	\$228.00	\$ 13,908.00	\$ 170.00	\$ 10,370.00	\$ 229.92	\$ 14,025.12	\$ 289.00	\$ 17,629.00
100	8 inch Ductile Iron Pipe With Restrained Joints And Class E Backfill	LF	280	\$210.00	\$ 58,800.00	\$ 150.00	\$ 42,000.00	\$ 176.91	\$ 49,534.80	\$ 246.00	\$ 68,880.00
110	6 inch Ductile Iron Pipe With Restrained Joints And Class E Backfill	LF	790	\$168.00	\$ 132,720.00	\$ 140.00	\$ 110,600.00	\$ 164.24	\$ 129,749.60	\$ 148.00	\$ 116,920.00
120	4 inch Ductile Iron Pipe With Restrained Joints And Class E Backfill	LF	174	\$156.00	\$ 27,144.00	\$ 150.00	\$ 26,100.00	\$ 179.96	\$ 31,313.04	\$ 106.00	\$ 18,444.00
130	2 Inch Water Pipe With Class E Backfill	LF	330	\$132.00	\$ 43,560.00	\$ 85.00	\$ 28,050.00	\$ 274.02	\$ 90,426.60	\$ 145.00	\$ 47,850.00
140	16 inch Connection To 24 inch Existing Main	EA	1	\$4,800.00	\$ 4,800.00	\$ 10,000.00	\$ 10,000.00	\$ 10,035.84	\$ 10,035.84	\$ 2,500.00	\$ 2,500.00
150	12 inch Connection To 12 inch Existing Main	EA	1	\$2,880.00	\$ 2,880.00	\$ 12,000.00	\$ 12,000.00	\$ 6,430.01	\$ 6,430.01	\$ 2,000.00	\$ 2,000.00
160	6 inch Connection To 10 inch Existing Main	EA	3	\$2,640.00	\$ 7,920.00	\$ 8,000.00	\$ 24,000.00	\$ 4,438.28	\$ 13,314.84	\$ 1,500.00	\$ 4,500.00
170	10 inch Connection To 10 inch Existing Main	EA	1	\$2,640.00	\$ 2,640.00	\$ 11,000.00	\$ 11,000.00	\$ 4,567.75	\$ 4,567.75	\$ 1,800.00	\$ 1,800.00
180	6 inch Connection To 8 inch Existing Main	EA	2	\$2,400.00	\$ 4,800.00	\$ 11,000.00	\$ 22,000.00	\$ 4,437.92	\$ 8,875.84	\$ 1,500.00	\$ 3,000.00
190	8 inch Connection To 8 inch Existing Main	EA	4	\$2,400.00	\$ 9,600.00	\$ 11,000.00	\$ 44,000.00	\$ 4,509.69	\$ 18,038.76	\$ 1,500.00	\$ 6,000.00
200	6 inch Connection To 6 inch Existing Main	EA	5	\$2,160.00	\$ 10,800.00	\$ 11,000.00	\$ 55,000.00	\$ 13,165.81	\$ 65,829.05	\$ 1,500.00	\$ 7,500.00
210	4 inch Connection To 4 inch Existing Main	EA	5	\$1,920.00	\$ 9,600.00	\$ 11,000.00	\$ 55,000.00	\$ 4,402.34	\$ 22,011.70	\$ 1,500.00	\$ 7,500.00
220	Ductile Iron Pipe Tee, 16 inch By 16 inch By 16 inch	EA	1	\$4,800.00	\$ 4,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,359.55	\$ 3,359.55	\$ 4,425.00	\$ 4,425.00
230	Ductile Iron Pipe Tee, 16 inch By 16 inch By 12 inch	EA	2	\$4,080.00	\$ 8,160.00	\$ 3,500.00	\$ 7,000.00	\$ 2,708.90	\$ 5,417.80	\$ 3,883.00	\$ 7,766.00
240	Ductile Iron Pipe Tee, 16 inch By 16 inch By 8 inch	EA	5	\$3,840.00	\$ 19,200.00	\$ 3,500.00	\$ 17,500.00	\$ 2,356.35	\$ 11,781.75	\$ 3,535.00	\$ 17,675.00
250	Ductile Iron Pipe Tee, 16 inch By 16 inch By 6 inch	EA	14	\$3,600.00	\$ 50,400.00	\$ 2,500.00	\$ 35,000.00	\$ 2,260.65	\$ 31,649.10	\$ 3,403.00	\$ 47,642.00
260	Ductile Iron Pipe Tee, 8 inch By 8 inch By 8 inch	EA	1	\$2,160.00	\$ 2,160.00	\$ 1,000.00	\$ 1,000.00	\$ 957.15	\$ 957.15	\$ 2,125.00	\$ 2,125.00
270	Ductile Iron Pipe Tee, 6 inch By 6 inch By 6 inch	EA	1	\$1,440.00	\$ 1,440.00	\$ 1,000.00	\$ 1,000.00	\$ 578.75	\$ 578.75	\$ 1,940.00	\$ 1,940.00

City of Phoenix
Charlotte Ann Water District Hwy 9 Waterline Relocation
Bid Tabulation
 Date: 10/27/2023

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Pilot Rock Excavation Inc		Northcore USA LLC		Central Pipeline, Inc.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
280	Ductile Iron Pipe Tee, 6 inch By 6 inch By 4 inch	EA	1	\$1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,172.75	\$ 1,172.75	\$ 1,900.00	\$ 1,900.00
290	Ductile Iron Pipe Reducer, 12 inch By 10 inch	EA	1	\$3,360.00	\$ 3,360.00	\$ 1,000.00	\$ 1,000.00	\$ 997.85	\$ 997.85	\$ 2,166.00	\$ 2,166.00
300	Ductile Iron Pipe Reducer, 8 inch By 6 inch	EA	1	\$3,000.00	\$ 3,000.00	\$ 700.00	\$ 700.00	\$ 642.55	\$ 642.55	\$ 1,818.00	\$ 1,818.00
310	Ductile Iron Pipe Reducer, 8 inch By 4 inch	EA	1	\$2,880.00	\$ 2,880.00	\$ 700.00	\$ 700.00	\$ 617.25	\$ 617.25	\$ 1,795.00	\$ 1,795.00
320	Ductile Iron Pipe Reducer, 6 inch By 4 inch	EA	2	\$1,080.00	\$ 2,160.00	\$ 500.00	\$ 1,000.00	\$ 541.90	\$ 1,083.80	\$ 1,454.00	\$ 2,908.00
330	Ductile Iron Pipe Bend, 16 inch	EA	2	\$3,600.00	\$ 7,200.00	\$ 2,000.00	\$ 4,000.00	\$ 2,003.80	\$ 4,007.60	\$ 4,747.00	\$ 9,494.00
340	Ductile Iron Pipe Bend, 12 inch	EA	8	\$2,400.00	\$ 19,200.00	\$ 1,500.00	\$ 12,000.00	\$ 1,139.20	\$ 9,113.60	\$ 2,323.00	\$ 18,584.00
350	Ductile Iron Pipe Bend, 8 inch	EA	23	\$1,320.00	\$ 30,360.00	\$ 700.00	\$ 16,100.00	\$ 694.36	\$ 15,970.28	\$ 1,953.00	\$ 44,919.00
360	Ductile Iron Pipe Bend, 6 inch	EA	46	\$1,080.00	\$ 49,680.00	\$ 600.00	\$ 27,600.00	\$ 591.62	\$ 27,214.52	\$ 1,849.00	\$ 85,054.00
370	Ductile Iron Pipe Bend, 4 inch	EA	16	\$960.00	\$ 15,360.00	\$ 500.00	\$ 8,000.00	\$ 514.40	\$ 8,230.40	\$ 1,696.00	\$ 27,136.00
380	Ductile Iron Pipe Cap, 16 inch	EA	2	\$1,200.00	\$ 2,400.00	\$ 900.00	\$ 1,800.00	\$ 1,161.75	\$ 2,323.50	\$ 2,300.00	\$ 4,600.00
390	Ductile Iron Pipe Cap, 6 inch	EA	1	\$960.00	\$ 960.00	\$ 300.00	\$ 300.00	\$ 478.65	\$ 478.65	\$ 656.00	\$ 656.00
400	Ductile Iron Pipe Cap, 4 inch	EA	2	\$720.00	\$ 1,440.00	\$ 250.00	\$ 500.00	\$ 448.40	\$ 896.80	\$ 625.00	\$ 1,250.00
410	Ductile Iron Pipe Plug, 12 inch	EA	1	\$1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 585.35	\$ 585.35	\$ 1,099.00	\$ 1,099.00
420	Ductile Iron Pipe Plug, 10 inch	EA	1	\$960.00	\$ 960.00	\$ 350.00	\$ 350.00	\$ 536.95	\$ 536.95	\$ 999.00	\$ 999.00
430	Ductile Iron Pipe Plug, 8 inch	EA	4	\$720.00	\$ 2,880.00	\$ 300.00	\$ 1,200.00	\$ 501.76	\$ 2,007.04	\$ 675.00	\$ 2,700.00
440	Ductile Iron Pipe Plug, 6 inch	EA	5	\$600.00	\$ 3,000.00	\$ 250.00	\$ 1,250.00	\$ 446.31	\$ 2,231.55	\$ 735.00	\$ 3,665.00
450	Ductile Iron Pipe Plug, 4 inch	EA	1	\$480.00	\$ 480.00	\$ 200.00	\$ 200.00	\$ 404.95	\$ 404.95	\$ 600.00	\$ 600.00
460	12 inch Foster Adapter	EA	2	\$1,200.00	\$ 2,400.00	\$ 350.00	\$ 700.00	\$ 637.60	\$ 1,275.20	\$ 1,480.00	\$ 2,960.00
470	8 inch Foster Adapter	EA	5	\$960.00	\$ 4,800.00	\$ 250.00	\$ 1,250.00	\$ 521.18	\$ 2,605.90	\$ 1,380.00	\$ 6,900.00
480	6 inch Foster Adapter	EA	10	\$720.00	\$ 7,200.00	\$ 200.00	\$ 2,000.00	\$ 468.62	\$ 4,686.20	\$ 1,380.00	\$ 13,800.00
490	4 inch Foster Adapter	EA	4	\$480.00	\$ 1,920.00	\$ 150.00	\$ 600.00	\$ 405.00	\$ 1,620.00	\$ 1,337.00	\$ 5,348.00
500	6 inch Flange Adapter	EA	5	\$1,200.00	\$ 6,000.00	\$ 350.00	\$ 1,750.00	\$ 616.59	\$ 3,082.95	\$ 2,500.00	\$ 12,500.00
510	12 inch Long Body Sleeve	EA	1	\$960.00	\$ 960.00	\$ 1,000.00	\$ 1,000.00	\$ 1,051.75	\$ 1,051.75	\$ 2,222.00	\$ 2,222.00
520	10 inch Long Body Sleeve	EA	1	\$720.00	\$ 720.00	\$ 800.00	\$ 800.00	\$ 868.05	\$ 868.05	\$ 2,020.00	\$ 2,020.00
530	8 inch Long Body Sleeve	EA	4	\$600.00	\$ 2,400.00	\$ 700.00	\$ 2,800.00	\$ 695.91	\$ 2,783.64	\$ 1,777.00	\$ 7,108.00
540	6 inch Long Body Sleeve	EA	4	\$480.00	\$ 1,920.00	\$ 600.00	\$ 2,400.00	\$ 606.81	\$ 2,427.24	\$ 1,717.00	\$ 6,868.00

**City of Phoenix
Charlotte Ann Water District Hwy 9 Waterline Relocation
Bid Tabulation**

Date: 10/27/2023

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Pilot Rock Excavation Inc		Northcore USA LLC		Central Pipeline, Inc.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
550	4 inch Long Body Sleeve	EA	3	\$360.00	\$ 1,080.00	\$ 500.00	\$ 1,500.00	\$ 529.62	\$ 1,588.86	\$ 707.00	\$ 2,121.00
560	10 inch DI Spool	EA	1	\$1,200.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 673.35	\$ 673.35	\$ 7,500.00	\$ 7,500.00
570	Tapping Saddle, 24 inch By 16 inch	EA	1	\$3,600.00	\$ 3,600.00	\$ 20,000.00	\$ 20,000.00	\$ 12,793.15	\$ 12,793.15	\$ 23,700.00	\$ 23,700.00
580	Tapping Saddle, 10 inch By 6 inch	EA	3	\$3,000.00	\$ 9,000.00	\$ 5,000.00	\$ 15,000.00	\$ 1,999.22	\$ 5,997.66	\$ 4,250.00	\$ 12,750.00
590	Tapping Saddle, 8 inch By 6 inch	EA	2	\$2,640.00	\$ 5,280.00	\$ 5,000.00	\$ 10,000.00	\$ 1,901.50	\$ 3,803.00	\$ 3,090.00	\$ 6,180.00
600	New Concrete Vault	EA	3	\$12,000.00	\$ 36,000.00	\$ 16,000.00	\$ 48,000.00	\$ 6,616.41	\$ 19,849.23	\$ 16,250.00	\$ 48,750.00
610	Relocated Concrete Vault	EA	1	\$4,800.00	\$ 4,800.00	\$ 5,500.00	\$ 5,500.00	\$ 3,357.54	\$ 3,357.54	\$ 12,000.00	\$ 12,000.00
620	4 inch New Water Meter Assembly	EA	1	\$6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,030.25	\$ 7,030.25	\$ 1,500.00	\$ 1,500.00
630	6 inch Relocated Water Meter Assembly	EA	1	\$2,400.00	\$ 2,400.00	\$ 7,000.00	\$ 7,000.00	\$ 10,232.82	\$ 10,232.82	\$ 1,500.00	\$ 1,500.00
640	4 inch New Backflow Prevention Assembly	EA	1	\$9,600.00	\$ 9,600.00	\$ 25,000.00	\$ 25,000.00	\$ 6,122.75	\$ 6,122.75	\$ 1,500.00	\$ 1,500.00
650	6 inch Relocated Backflow Prevention Assembly	EA	1	\$2,400.00	\$ 2,400.00	\$ 10,000.00	\$ 10,000.00	\$ 9,363.82	\$ 9,363.82	\$ 1,500.00	\$ 1,500.00
660	2 inch Air Release/Air Vacuum Valve Assembly	EA	3	\$3,000.00	\$ 9,000.00	\$ 8,000.00	\$ 24,000.00	\$ 5,947.85	\$ 17,843.55	\$ 4,070.00	\$ 12,210.00
670	16 inch Gate Valve	EA	4	\$9,600.00	\$ 38,400.00	\$ 14,000.00	\$ 56,000.00	\$ 14,265.23	\$ 57,060.92	\$ 16,250.00	\$ 65,000.00
680	12 inch Gate Valve	EA	2	\$7,200.00	\$ 14,400.00	\$ 5,000.00	\$ 10,000.00	\$ 6,265.75	\$ 12,531.50	\$ 6,565.00	\$ 13,130.00
690	8 inch Gate Valve	EA	5	\$4,800.00	\$ 24,000.00	\$ 3,000.00	\$ 15,000.00	\$ 2,678.65	\$ 13,393.25	\$ 4,280.00	\$ 21,400.00
700	6 inch Gate Valve	EA	19	\$2,160.00	\$ 41,040.00	\$ 2,000.00	\$ 38,000.00	\$ 1,952.36	\$ 37,094.84	\$ 3,888.00	\$ 73,872.00
710	4 inch Gate Valve	EA	5	\$1,800.00	\$ 9,000.00	\$ 1,600.00	\$ 8,000.00	\$ 1,626.39	\$ 8,131.95	\$ 3,360.00	\$ 16,800.00
720	Hydrant Assembly	EA	12	\$5,400.00	\$ 64,800.00	\$ 8,000.00	\$ 96,000.00	\$ 11,183.96	\$ 134,207.52	\$ 8,383.00	\$ 100,596.00
730	1 inch Water Service Connection Piping	LF	1433	\$30.00	\$ 42,990.00	\$ 25.00	\$ 35,825.00	\$ 180.79	\$ 259,072.07	\$ 65.00	\$ 93,145.00
740	2 inch Water Meter Assembly	EA	2	\$3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,038.87	\$ 12,077.74	\$ 4,325.00	\$ 8,650.00
750	1-1/2 inch Water Meter Assembly	EA	3	\$2,880.00	\$ 8,640.00	\$ 5,000.00	\$ 15,000.00	\$ 3,461.85	\$ 10,385.55	\$ 4,275.00	\$ 12,825.00
760	1 inch Water Meter Assembly	EA	5	\$2,640.00	\$ 13,200.00	\$ 2,200.00	\$ 11,000.00	\$ 914.25	\$ 4,571.25	\$ 2,100.00	\$ 10,500.00
770	3/4 inch Water Meter Assembly	EA	31	\$2,400.00	\$ 74,400.00	\$ 2,200.00	\$ 68,200.00	\$ 981.25	\$ 30,418.75	\$ 2,000.00	\$ 62,000.00
TOTAL (ITEMS 10 TO 770)					\$ 2,124,168.00		\$ 2,056,365.00		\$ 2,281,998.88		\$ 2,609,319.00
							-3.2%		7.4%		22.8%

City Council Meeting Hybrid Meeting in Person and Via Zoom Monday, October 16, 2023

1. CALL TO ORDER:

Mayor Baker called the City Council's hybrid meeting to order on Monday, October 16, 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, Deputy City Manager
Jeff Price, Lieutenant
Matias Mendez, PW Superintendent
Doug McGeary, City Attorney

2. PLEDGE OF ALLEGIANCE:

3. PRESENTATION:

a. Doug McGeary – Discussion of Appointments to Council Swearing in of New City Councilors

City Attorney Doug McGeary briefly explained the rank selection process for the candidates running for the open City Councilors seats. He advised this information was kept and is a public record. Mr. McGeary noted that a motion was made and, seconded, and voted on, there were no secret ballots for the individuals appointed to the open seats. He stated the vote was considered and deliberate by the Council. Mr. McGeary spoke about the difference between a potential conflict of interest and an actual conflict of interest. He noted that a conflict of interest is a personal issue that the individual should declare.

Councilor Peterson spoke about her tenant–landlord agreement with Jillian Shainholtz and that her decision to vote for her was based on the fact that she felt Ms. Shainholtz would be a good fit for the Council.

Bonnie Pickett, City Recorder, swore Ms. Jillian Shainholtz and Larry Dickson to the City Council of Phoenix.

b. HMK – Government and Public Safety Center and Budget Update

Richard Randleman, HMK, presented the monthly update on the Government and Public Safety Center through September. He spoke about the upcoming water pressure testing of the windows is upcoming.

David McKay, HMK, presented a detailed breakdown of the budget and finances of the Government and Public Safety Center. He spoke about value engineering that has been done to reduce the cost of the building. Mr. McKay spoke about the value of the CM|GC process and the value of the project.

Mr. Swanson spoke about the loan for \$3.5 million with a 50\50 split for repayment through a lease agreement with Fire District No. 5. He noted that our portion of the loan will be paid without decreasing services or increasing taxes or fees on the citizens of Phoenix.

Mayor Baker spoke about how grateful for all the blessings that have occurred to make the new Government Public Safety Center come to fruition. He spoke about all the past attempts to make this project come to life.

c. Barry Long, Caryn Wheeler Clay – Rogue Reimagined Regional Long-Term Recovery Plan

Caryn Wheeler Clay spoke about how excited she is to be here to present the first in the nation multijurisdictional disaster recovery plan to the Council.

Barry Long gave a high-level presentation of the disaster recovery plan to the Council. He noted that the recovery plan is a milestone but is not complete until we have completely recovered.

Ms. Wheeler-Clay spoke about the next steps in the recovery plan and projects. She spoke about the reporting of the recovery projects. She requested the Council approve or accept the long-term recovery plan.

Mr. Swanson spoke about the loss that occurred during the Almeda fire. He spoke about the upcoming Wildfire Summit that he plans to attend at the end of the month.

4. PUBLIC COMMENT:

Tony Chaves, Phoenix, clarified that he has never been opposed to the Public Safety Building; he has always been in support of it. His concern is about the impact it is having on him. He noted his eyes are open daily; he has no other choice. Mr. Chavez read an email from Mr. Randleman regarding the color of the building. He questioned why the city would not consider changing the color of the building to have less of an impact on its neighbors.

Chris Luz, Phoenix, states god bless our friends in Israel; things are tough over there. He congratulated the new Councilors, speaking highly of Councilor Dickson and the language Councilor Shainholtz used in her application. Mr. Luz suggested the Council not interact

with the audience when they are making their public comments. He spoke about the last PHURA meeting going off the rails during a presentation. He made suggestions on how the meeting could be run better.

5. CONSENT AGENDA:

a. Reports for Information & Possible Action:

1. None

b. Minutes to Approve and File:

1. Minutes from City Council Meeting October 02, 2023.

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

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Clauson, Vermillion, Shrader, Dickson

Abstain: Shainholtz

MOTION APPROVED WITH FIVE AYES

6. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION:

7. NEW BUSINESS

a. Resolution No. 1116 – A Resolution Requesting Surrender by Jackson County to the City of Phoenix All Right, Title, Interest, Jurisdiction, Maintenance, and Control of All Subject Roadway Sections to the City

Mr. Swanson introduced the topic of Resolution No. 1116 to the Council.

Mr. Slaughter summarized the details of the Resolution for the Council.

Motion: I Move to Approve Resolution 1116 Requesting Surrender by Jackson County to the City of Phoenix All Right, Title, Interest, Jurisdiction, Maintenance, and Control of all Subject Roadway Sections to the City. **MOVED BY PETERSON, SECONDED BY VERMILLION.**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Vermillion, Dickson, Clauson, Shrader, Shainholtz

MOTION APPROVED WITH SIX AYES

8. ORDINANCE: READING / ADOPTION:

9. STAFF REPORT:

a. City Manager Eric Swanson noted that we need volunteers for the Phoenix High School Parade on October 25 at 5:00 p.m. He advised the Christmas Tree Lighting this year will be December 02, 2023, from 5:00 p.m. to 7:00 p.m. Mr. Swanson spoke about being invited to be a guest speaker at the League of Oregon Cities Conference to discuss

Phoenix's Urban Growth Boundary Expansion. He spoke about walking the new Councilors through the new Councilor Orientation. Mr. Swanson introduced Mr. Slaughter with his new title of Deputy City Manager.

b. Deputy City Manager Joe Slaughter noted the Planning Commission voted to recommend to Council approval of a development code amendment to add an exclusive agriculture overlay to the development code, which is due in part to the annexation of the PH5 area into Phoenix. He spoke about a new application the Planning Department has received for a Dollar General located at the corner of Rose and Hwy 99.

c. City Attorney Doug McGeary congratulated the new Councilors, advising he is available to answer questions if they have any regarding what they should and shouldn't do.

10. MAYOR AND COUNCIL COMMENT / REPORTS:

Councilor Dickson stated that it is a privilege to join the Council. He thanked the Council for their support. Councilor Dickson stated that he supports the new Government and Public Safety Center, noting it will be a good thing for the whole population of Phoenix.

Councilor Shrader welcomed the two new Councilors, noting how happy she is that they have a full Council again. She mentioned that last week was fire awareness week and that she attended an annual event at Fire District No. 5.

Councilor Vermillion spoke about feeling blessed in Phoenix and the County. She spoke about looking forward to watching the Parade instead of being in it like she was in the past with former Councilor Jim Snyder.

Councilor Peterson welcomed the two new Councilors to the Council. She noted that she feels supported by the Council and Phoenix staff. Councilor Peterson expressed her excitement about the Public Safety Building, noting that it would be great to have the Fire Department back in town. She stated she likes seeing the city moving forward and would like it to continue into next year.

Councilor Clauson welcomed the new Councilors to the Council. He noted that he is thankful for Eric and the staff being able to put together the new Public Safety building. Councilor Clauson noted that with inflation, the cost of the building could cost a great deal more in the future.

Councilor Shainholtz thanked the Council for welcoming her to the Council. She noted that she is excited to learn about things happening and looks forward to helping her community.

Mayor Baker stated he was excited to have Councilor Dickson on the Council, with all his institutional knowledge. He noted that he was glad to have Councilor Shainholtz on the Council because she works at the school district. Mayor Baker spoke about the diversity of the members of the Council. He spoke about attending the League of Oregon Cities

Conference, where he could speak with other city officials to see how they are dealing with issues in their cities. He spoke about observing Mr. Swanson at the LOC Conference in his element and how well he represented the City of Phoenix.

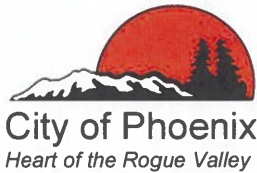
11. ADJOURNMENT

The meeting adjourned at 8:20 p.m.

Respectfully submitted by,

Bonnie Pickett
City Recorder

DRAFT



Agenda Report to Mayor and Council

Agenda item title: Government and Public Safety Center Construction Loan

Meeting Date: November 6, 2023

From: Denise Woodman, Contract Finance Director

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

SUMMARY

Authorize the City Manager (the “Authorized Officer”) to execute on behalf of the City of Phoenix the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$3,500,000 and an interest rate of 4.02% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Cost of the Project” as such term is defined in the Financing Contract.

BACKGROUND AND DISCUSSION

The city of Phoenix has been looking at developing a combined facility that would house all the emergency services as well as city hall for a number of years. Since the fire it has given the City the opportunity to design and construction a Government and Public Safety Center. The building will be approximately 21,600 square feet, which will consist of two stories. The first floor will be comprised of the police station, emergency operations center and fire bays, the second floor will be city hall and the fire department living quarters. The City has already completed architectural design and has begun construction of the building. Due to rising construction costs, this loan is needed to complete the project. The total Project cost is estimated at \$16,865,910. The City has received grant funding of \$13,365,910 from Oregon House Bill 5006, Oregon House Bill 5202 and FEMA Public Assistance. The City’s application to Business Oregon and the Infrastructure Financing Authority for a Special Public Works Fund (SPWF) loan to be used to complete the GaPSC was accepted at the IFA Board meeting on October 6, 2023.

FISCAL IMPACT

The City plans to finance \$3.5 million for a 30-year term at a rate of 4.02% per annum to fund the shortfall in construction funding for the Government and Public Safety Center building and see the project to completion. The repayment of this loan will come from the City’s General Fund, which consists of Taxes, User Fees and Charges for Services. The City will see increased revenue from the annexation of approximately 500 acres over the next three years. In addition, 50% of the loan is to be covered through a new Lease Agreement with Jackson County Fire District No 5. for use of the building being constructed with the loan proceeds. Repayment of the loan will begin in fiscal year 2024-25 and will be budgeted accordingly.

RECOMMENDATION

Staff recommends approval of resolution number 1118, “A resolution of the City of Phoenix authorizing a loan from the Special Public Works Fund by entering into a financing contract with

the Oregon Infrastructure Finance Authority” and authorizing the City Manager to execute the Financing Documents on behalf of the City of Phoenix.

PROPOSED MOTION

“I move approval of Resolution No. 1118 for the Special Public Works Fund Development Project Financing Contract and authorize the City Manager to sign the Financing Documents on behalf of the City of Phoenix.

ATTACHMENTS

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT FINANCING CONTRACT
Resolution No. 1118

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1118

**A RESOLUTION OF THE CITY OF PHOENIX AUTHORIZING A LOAN
FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A
FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE
FINANCE AUTHORITY**

The City Council (the "Governing Body") of the City of Phoenix (the "Recipient") finds:

A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "development project" within the meaning of the Act.

D. The OBDD has approved the Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number L24002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").

F. Notice relating to the Recipient's consideration of the adoption of this Resolution No. 1118 was published in full accordance with the Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$3,500,000 and an interest rate

of 4.02% per annum. The proceeds of the loan from the OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

PASSED AND ADOPTED by the City Council of the City of Phoenix, Oregon on the 06th day of November 2023, and signed in authentication thereof.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Project Name: Government and Public Safety Center

Project Number: L24002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Pheonix, Oregon ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$16,865,910.

"Interest Rate" means 4.02% per annum.

"Loan Amount" means \$3,500,000.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the

Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). A copy of the executed lease agreement between Recipient and the Jackson County Fire District Number 5 must be submitted to OBDD prior to the disbursement of Financing Proceeds.

- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) A copy of the executed lease agreement between Recipient and Jackson County Fire District Number 5 for use of the building located at 112 W. Second Street, Pheonix, Oregon.
 - (5) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.

- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient is a Municipality under the Act, and 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 Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. 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 Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD 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 Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

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 Contract or the other Financing Documents, that relate to the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (4) Permit OBDD to conduct inspection of the Project at any time.
 - (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any lease revenue that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of OBDD’s costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers

of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. 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.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>

N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

P. Contributory Liability and Contractor Indemnification.

- (1) 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 may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require 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. This Section shall survive termination of this Contract.

Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

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

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD 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 Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- 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 Contract 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 Contract will be binding upon and inure to the benefit of OBDD, 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 Contract or any other Financing Document without the prior written consent of OBDD. OBDD 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 OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

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

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, 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 OBDD 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 Recipient's email system that the notice has been received by Recipient's email system or 2) 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 OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Community & Economic Development Director
City of Phoenix
PO Box 330
220 N Main Street
Phoenix, OR 97535

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

F. Severability. If any term or condition of this Contract 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 Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed 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 Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- 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 Contract, 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 Contract 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 Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

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



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF PHOENIX

By: _____
Chris Cummings, Deputy Director

By: _____
Eric Swanson, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman via email dated 18 October 2023
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 06 October 2023.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient actually completes the Project.

“Lease Income” means income generated from any lease or rental of the building located at 112 W. Second Street, Pheonix, Oregon, and asset(s) that result from the Project or components of the Project, as they may be modified or expanded from time to time, including the lease agreement between Recipient and Jackson County Fire District Number 5.

EXHIBIT B - SECURITY

A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient, including any revenue streams attributed to Lease Income.

B. Pledge of Lease Income.

1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Lease Income after payment of operation and maintenance costs of the building and assets resulting from the Project ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".

2. Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien. Recipient shall not amend or terminate any lease or rental agreements related to the Project or building located at 112 W. Second Street, Pheonix, Oregon, without prior written consent of OBDD.

3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

4. Reserved.

5. Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the building and assets resulting from the Project into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of a professional architect and engineer licensed in Oregon, oversee the construction of an approximately 21,600 square foot building, located at 112 W. Second Street, Pheonix, Oregon, which will consist of two stories. The first floor will consist of space for the police station, emergency operations center and the two fire station apparatus bays, which can house up to four apparatus. The second floor will consist of space for the City of Pheonix city hall and living quarters for the fire station, which will include kitchen, ready room and six individual sleeping quarters.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	Approved OBDD Funds	Estimated Other / Matching Funds
Construction	\$3,500,000	\$11,977,576
Construction Contingency	\$0	\$754,759
Construction Management	\$0	\$608,575
Legal Costs	\$0	\$25,000
Total	\$3,500,000	\$13,365,910



City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: DC23-02 - An ordinance of the City of Phoenix to amend Chapter 2.11 of, and add Chapter 2.12 to, the Land Development Code regarding the Holding Zone and creation of an Exclusive Agricultural Overlay, and applying the Exclusive Agricultural Overlay to certain properties to be annexed through Ord. 1033.

Meeting Date: 11/6/2023 Public Hearing, Consideration and Request to Pass as an Emergency Ordinance – Effective Immediately.

From: Joe Slaughter, Deputy City Manager

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

SUMMARY

Consideration of ordinance an adopt to an update to the Land Development Code (LDC) to: 1) create an Exclusive Agriculture (E-A) Overlay (Chapter 2.12) to provide a land use classification that allows for the preservation of agriculture and agricultural uses on properties annexed to the City; and 2) amend the Holding Zone (Chapter 2.11) to allow for agricultural use (when the E-A Overlay is applied) and for the development of public and private infrastructure necessary to facilitate future urban development. The ordinance will also apply to E-A Overlay to the following properties approved for annexation through Ord. 1033: 381W03 TL 1600, 381W04 TLs 500, 381W09A TLs 100, 103 & 105 and 381W10 TLs 101 & 103.

BACKGROUND AND DISCUSSION

The proposed amendments to the Phoenix Land Development Code will create an Exclusive Agriculture (E-A) Overlay to provide a land use classification that allows for the preservation of agriculture and agricultural uses on properties annexed to the City. The overlay may only be applied upon the request of the property owner, and only if the use on the parcel(s) is agriculture. The overlay can be removed utilizing the Land Use District Map Amendment (zone change) procedures of Chapter 4.7. For removal of the E-A overlay, the property owner must certify that all agriculture and agriculture-related uses not otherwise permitted by the underlying zoning district have been terminated by the date of application for removal of the E-A overlay, and shall not be considered legal nonconformities. The proposed amendments will also amend the Holding Zone (Chapter 2.11) to allow for agricultural use (when the E-A Overlay is applied) and for the development of public and private infrastructure necessary to facilitate future urban development.

The City of Phoenix was allocated \$4,500,000 in the 2023 legislative session (see Section 248, SB 5506 attached) for infrastructure development in the South Valley Employment Center, which is the employment portions of PH-5. Much of this area will be annexed to the City under file number AN23-02 to help facilitate the development of infrastructure into the area. As described in the annexation ordinance (ORD. 1033), the PH-5 properties¹ will be assigned the Holding Zone designation upon annexation as the land will not be available for urban development until Urbanization Element Policies 2.1 – 2.3, along with all applicable provisions of Phoenix Land Development Code Chapter 4.7 have been addressed. The owners of the land have requested that the E-A Overlay be assigned to

¹ Also referred to Arrowhead properties concerning ownership or EFU properties concerning zoning.

the properties to allow for the continuation of existing agricultural uses until the property is made available for urban development.

The Planning Commission conducted a public hearing on October 9, 2023 on the proposed amendment, affording all citizens an opportunity to be heard on the subject. The Planning Commission deliberated and forwarded a unanimous recommendation of approval to the City Council.

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

The ordinance will make it possible for properties in agricultural use to continue to receive agricultural assessment. This will reduce taxes received from these properties until the agricultural use is discontinued and the EA overlay removed. However, the properties would not be annexing at this time if not for the possibility of maintaining agricultural assessment. The proposed overlay will help to facilitate the development of urban infrastructure, ultimately making the land ready for development which will add significantly to the City's tax base.

RECOMMENDATION

Staff recommends the council conduct a public hearing for consideration of ordinance No. 1034.

PROPOSED MOTION

I move to approve, on reading by title only, an ordinance to amend Chapter 2.11 of and add Chapter 2.12 to the Land Development Code, and to apply the Exclusive Agricultural Overlay to certain properties to be annexed through Ordinance 1033, and further move, that an emergency is declared to exist, and this Ordinance, being necessary for the immediate preservation of the public peace, health, and safety, takes effect on its passage.

ATTACHMENTS

- Draft Ordinance No. 1034
- Letter of Support – Arrowhead Ranch
- Agenda packet for October 9, 2023 Planning Commission meeting (contains mark-up version of proposed changes along with findings contained in Planning Commission Final Order).

CITY OF PHOENIX, OREGON

ORDINANCE NO. 1034

**AN ORDINANCE OF THE CITY OF PHOENIX
TO AMEND CHAPTER 2.11 OF AND ADD CHAPTER 2.12 TO
THE LAND DEVELOPMENT CODE REGARDING THE HOLDING ZONE
AND AN EXCLUSIVE AGRICULTURE OVERLAY, AND APPLYING THE
EXCLUSIVE AGRICULTURE OVERLAY TO CERTAIN PROPERTIES
TO BE ANNEXED TO THE CITY THROUGH ORD. 1033**

WHEREAS, Oregon law requires that state, regional and local governments adopt and periodically update coordinated Comprehensive Plans and implementing ordinances; and

WHEREAS, the City of Phoenix implements its Comprehensive Plan through Ordinance No. 851, the Phoenix Land Development Code (LDC), which was adopted in 2005 and substantially modified through Ordinance No. 999, which was adopted in 2019; and

WHEREAS, periodic Development Code updates are warranted in response to identified issues where the existing language no longer serves the City's interests or may in fact be inconsistent with changes in State and/or case law; and

WHEREAS, the amendment to the City's Land Development Code (LDC) contained in Exhibit 1 will: 1) create an Exclusive Agriculture (E-A) Overlay (Chapter 2.12) to provide a land use classification that allows for the preservation of agriculture and agricultural uses on properties annexed to the City; and 2) amend the Holding Zone (Chapter 2.11) to allow for agricultural use (when the E-A Overlay is applied) and for the development of public and private infrastructure necessary to facilitate future urban development; and

WHEREAS, the owners of the following properties have requested the properties receive the E-A Overlay upon annexation: 381W03 TL 1600, 381W04 TLs 500, 381W09A TLs 100, 103 & 105 and 381W10 TLs 101 & 103; and

WHEREAS, the properties were approved for annexation through Ord. 1033 contingent on the City creating an exclusive agricultural overlay; and

WHEREAS, on October 9, 2023, the Planning Commission conducted a duly noticed public hearing on the proposed amendment, affording all citizens an opportunity to be heard on the subject; and

WHEREAS, following receipt of staff testimony at the October 9, 2023 public hearing, the Planning Commission deliberated and forwarded a unanimous recommendation of approval to the City Council; and

WHEREAS, the City Council has fully reviewed the record and deems all notices and comments to the record as compliant with state law and the City of Phoenix Land

Development Code, and that no further action is necessary before the Planning Commission; and

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

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

SECTION 1. Findings. The City Council hereby adopts as findings and conclusions of the foregoing recitals.

SECTION 2. Order. The City Council hereby adopts the amendment to the City of Phoenix Land Development Code attached as Exhibit 1 and the City of Phoenix Land Use Districts map attached as Exhibit 2 incorporated as set forth fully herein.

SECTION 3. Limitation. Except as expressly amended in this amendment, all other sections and provisions of the original ordinance are still in full force and effect.

SECTION 4. Staff Directive. To reflect adoption of the ordinance, Staff is directed to make conforming changes to the City of Phoenix Land Development Code necessary to incorporate the amendment adopted herein.

SECTION 5. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 6. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 7. Emergency/Effective Date. This Ordinance being necessary for the immediate preservation of the public peace, health, and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.

PASSED AND ADOPTED by the City Council and signed by me in authentication of thereof on this 06th day of November, 2023.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, City Recorder

Approved as to form:

Douglas McGeary, City Attorney

**ORDINANCE NO. 1034
TO AMEND CHAPTER 2.11 OF AND ADD CHAPTER 2.12 TO
THE LAND DEVELOPMENT CODE
"EXHIBIT 1"**

Chapter 2.11 – Holding Zone (H-Z)

Sections

2.11.1 – Purpose.....	103
2.11.2 – Permitted Land Uses	103
2.11.3 – Land Division Prohibited.....	103

2.11.1 – Purpose

The primary purpose of this zoning district is to provide a zoning designation for properties annexed to the City that have not yet been tested for facility adequacy to allow development of urban level densities and intensities. Properties will receive the City zoning designation which most closely matches existing Jackson County zoning upon annexation. Where no generally equivalent zoning exists (e.g., Exclusive Farm Use (EFU) properties), properties will be assigned the Holding Zone designation upon annexation unless a concurrent application for Land Use District Map Amendment (zone change), meeting the standards of Chapter 4.7, is submitted and approved.

2.11.2 – Permitted Uses

Development and improvements within an H-Z zoning district shall be restricted to:

- New construction or remodeling of one single-family dwelling and accessory dwelling unit per existing parcel.
- The construction/installation of public and private facilities (including municipal water, sanitary sewer, public roads, and franchise utilities) necessary to facilitate future urban development.
- Agricultural buildings and other improvements directly related to farming when the Exclusive Agricultural (E-A) Overlay is also applied.

2.11.3 – Land Division Prohibited

Except for portions of existing lots or parcels that have received zoning by meeting the standards of Chapter 4.7, no new parcels or lots may be created in the Holding Zone. This section does not preclude the adjustment of existing property lines.

2.12 – Exclusive Agriculture (E-A) Overlay

Sections

2.12.1 – Purpose.....	104
2.12.2 – Criterion for Application of E-A.....	104
2.12.3 – Criterion for Removal of E-A.....	104

2.12.1 – Purpose

The E-A overlay district is intended to provide a land use classification within an urban area that allows for the preservation of agriculture and agricultural uses through zoning.

2.12.2 – Criterion for Application of E-A

At the request of the property owner, the City may apply the E-A overlay to a parcel(s) if the use on the parcel(s) is agriculture, as defined herein.

2.12.3 – Criterion for Removal of E-A

The E-A overlay may be removed utilizing the Land Use District Map Amendment (zone change) procedures of Chapter 4.7. For removal of the E-A overlay, the property owner must certify that all agriculture and agriculture-related uses not otherwise permitted by the underlying zoning district have been terminated by the date of application for removal of the E-A overlay, and shall not be considered legal nonconformities.

2.12.4 – Permitted Uses and Development, E-A

Development and improvements within an E-A overlay district shall be restricted to:

- Agricultural buildings and other improvements directly related to farming.
- Property line adjustments.
- New construction or remodeling of one single-family dwelling and accessory dwelling unit per existing parcel.
- The construction/installation of public and private facilities (including municipal water, sanitary sewer, public roads, and franchise utilities) necessary to facilitate future urban development.



O'CONNOR LAW | LLC

541.702.5350 | 670 G STREET, SUITE B, JACKSONVILLE, OR 97530

October 6, 2023

Via Email Submittal

Joe Slaughter
Deputy City Manager
City of Phoenix
220 N. Main Street
Phoenix, OR 97535

RE: DC23-02 / ORDINANCE NO. 1034: AN ORDINANCE OF THE CITY OF PHOENIX TO AMEND CHAPTER 2.11 AND ADD CHAPTER 2.12 TO THE LAND DEVELOPMENT CODE REGARDING THE HOLDING ZONE AND CREATION OF EXCLUSIVE AGRICULTURAL OVERLAY AND APPLYING THE EXCLUSIVE AGRICULTURAL OVERLAY TO CERTAIN PROPERTIES TO BE ANNEXED THROUGH ORDINANCE 1033

Mr. Slaughter:

This firm represents Arrowhead Ranch Holding Company, LLC, an Oregon limited liability company ("Arrowhead Ranch"). Arrowhead Ranch is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 38 South, Range 1 West, Section 03, Tax Lot 1600; Township 38 South, Range 1 West, Section 04, Tax Lot 500; Township 38 South, Range 1 West, Section 09A, Tax Lots 100, 103 and 105; Township 38 South, Range 1 West, Section 10, Tax Lots 100, 101 and 103 (collectively, "the Arrowhead Ranch Property"). The purpose of this correspondence is to emphasize Arrowhead Ranch's support of proposed Ordinance No. 1034.

Your attention to this matter is greatly appreciated.

Yours truly,
O'CONNOR LAW, LLC



DANIEL B. O'CONNOR



Community & Economic Development Department
220 N. Main Street / P.O. Box 330
Phoenix, Oregon 97535
(541) 535-2050

DEVELOPMENT CODE AMENDMENT – DC23-02 STAFF REPORT

File: DA23-02 - Creation of an Exclusive Agriculture Overlay - Chapter 2.12 and Modification of Holding Zone – Chapter 2.11 (Type IV Text Amendment)

Location: N/A

Land Use District: N/A

Date Notice of Application Published: September 15, 2023

Date of Hearing: October 9, 2023 (1st evidentiary hearing)

I. OWNER INFORMATION

N/A

II. APPLICANT

City of Phoenix

Joe Slaughter, Community & Economic Development Director

PO Box 330

Phoenix, OR 97535

III. SUMMARY OF PROPOSED AMENDMENTS

The proposed amendments to the Phoenix Land Development Code will create an Exclusive Agriculture (E-A) Overlay to provide a land use classification that allows for the preservation of agriculture and agricultural uses on properties annexed to the City. The overlay may only be applied upon the request of the property owner, and only if the use on the parcel(s) is agriculture. The overlay can be removed utilizing the Land Use District Map Amendment (zone change) procedures of Chapter 4.7. For removal of the E-A overlay, the property owner must certify that all agriculture and agriculture-related uses not otherwise permitted by the underlying zoning district have been terminated by the date of application for removal of the E-A overlay, and shall not be considered legal nonconformities. The proposed amendments will also amend the Holding Zone (Chapter 2.11) to allow for agricultural use (when the E-A Overlay is applied) and for the development of public and private infrastructure necessary to facilitate future urban development.

The City of Phoenix was allocated \$4,500,000 in the 2023 legislative session (see Section 248, SB 5506 attached) for infrastructure development in the South Valley Employment Center, which is the employment portions of PH-5. Much of this area will be annexed to the City under file number AN23-02 to help facilitate the development of infrastructure into the area. As described in the annexation ordinance (ORD. 1033), the PH-5 properties¹ will be assigned the Holding Zone designation upon annexation as the land will not be available for urban development until Urbanization Element Policies 2.1 – 2.3, along with all applicable provisions of Phoenix Land Development Code Chapter 4.7 have been addressed. The owners of the land have requested that the E-A Overlay be assigned to the properties to allow

¹ Also referred to Arrowhead properties concerning ownership or EFU properties concerning zoning.



Community & Economic Development Department
220 N. Main Street / P.O. Box 330
Phoenix, Oregon 97535
(541) 535-2050

for the continuation of existing agricultural uses until the property is made available for urban development.

IV. APPLICABLE CRITERIA

PLDC, Chapter 4.1.6 – Type IV Procedure (Legislative)
PLDC, Chapter 4.7.2 – Legislative Amendments

V. AGENCY COMMENTS

N/A

VI. PUBLIC COMMENTS

None

VII. RECOMMENDATION

Based on the findings for the text amendment, staff recommends **APPROVAL** of the amendments as outlined in the Proposed Final Order and that the amendments be forwarded to the City Council for consideration.

VIII. PROPOSED MOTION

"I move to recommend City Council approve the text amendment to add Chapter 2.12 and amend Chapter 2.11 in the Phoenix Land Development Code as outlined in the Planning Commission Final Order."

IX. EXHIBITS

- A. Specific Text to be Amended
- B. PC Proposed Final Order
- C. Section 248, SB 5506

Respectfully Submitted,

Joe Slaughter
Community & Economic Development Director

Exhibit "A"

Text to be added/amended in the Phoenix Development Code:

New Text = **Bold**

Deleted Text = ~~Strikethrough~~

Chapter 2.11 – Holding Zone (H-Z)

Sections

2.11.1 – Purpose	103
2.11.2 – Permitted and Conditionally Permitted Land Uses	103
2.11.3 – Land Division Prohibited	103

2.11.1 – Purpose

Purpose. The primary purpose of this zoning district is to provide a zoning designation for properties annexed to the City that have not yet been tested for facility adequacy to allow development of urban level densities and intensities. Properties will receive the City zoning designation which most closely matches existing Jackson County zoning upon annexation. Where no generally equivalent zoning exists (e.g., Exclusive Farm Use (EFU) properties), properties will be assigned the Holding Zone designation upon annexation unless a concurrent application for Land Use District Map Amendment (zone change), meeting the standards of Chapter 4.7, is submitted and approved.

2.11.2 – Permitted Uses

~~Properties in this zoning district are allowed one dwelling unit meeting the development standards of the R-1 zone and one accessory dwelling.~~

Development and improvements within an H-Z zoning district shall be restricted to:

- **New construction or remodeling of one single-family dwelling and accessory dwelling unit per existing parcel.**
- **The construction/installation of public and private facilities (including municipal water, sanitary sewer, public roads, and franchise utilities) necessary to facilitate future urban development.**
- **Agricultural buildings and other improvements directly related to farming when the Exclusive Agricultural (E-A) Overlay is also applied.**

2.11.3 – Land Division Prohibited

Except for portions of existing lots or parcels that have received zoning by meeting the standards of Chapter 4.7, no new parcels or lots may be created in the Holding Zone. This section does not preclude the adjustment of existing property lines.

2.12 – Exclusive Agriculture (E-A) Overlay

Sections

2.12.1 – Purpose.....	104
2.12.2 – Criterion for Application of E-A.....	104
2.12.3 – Criterion for Removal of E-A.....	104

2.12.1 – Purpose

The E-A overlay district is intended to provide a land use classification within an urban area that allows for the preservation of agriculture and agricultural uses through zoning.

2.12.2 – Criterion for Application of E-A

At the request of the property owner, the City may apply the E-A overlay to a parcel(s) if the use on the parcel(s) is agriculture, as defined herein.

2.12.3 – Criterion for Removal of E-A

The E-A overlay may be removed utilizing the Land Use District Map Amendment (zone change) procedures of Chapter 4.7. For removal of the E-A overlay, the property owner must certify that all agriculture and agriculture-related uses not otherwise permitted by the underlying zoning district have been terminated by the date of application for removal of the E-A overlay, and shall not be considered legal nonconformities.

2.12.4 – Permitted Uses and Development, E-A

Development and improvements within an E-A overlay district shall be restricted to:

- **Agricultural buildings and other improvements directly related to farming.**
- **Property line adjustments.**
- **New construction or remodeling of one single-family dwelling and accessory dwelling unit per existing parcel.**
- **The construction/installation of public and private facilities (including municipal water, sanitary sewer, public roads, and franchise utilities) necessary to facilitate future urban development.**

EXHIBIT "B"



BEFORE THE PHOENIX PLANNING COMMISSION

STATE OF OREGON, CITY OF PHOENIX

IN THE MATTER OF PLANNING FILE NO. DC23-02 ADDING)
CHAPTER 2.12 - EXCLUSIVE AGRICULTURE (E-A) OVERLAY,) ORDER
AND AMENDING CHAPTER 2.11 - HOLDING ZONE (H-Z) IN)
THE PHOENIX LAND DEVELOPMENT CODE, THE PHOENIX)
PLANNING COMMISSION FINDS

1. The Planning Commission held a properly noticed public hearing on this matter on October 9, 2023;
2. The Planning Commission asked the Community & Economic Development Director to present a Staff report and a final order with findings and recommendations at the public hearing;
3. At the public hearing evidence was presented and the public was given an opportunity to comment;
4. The Planning Commission finds that the proposed text amendment is consistent with the Phoenix Comprehensive Plan and the Phoenix Land Development Code.

IT IS HEREBY ORDERED THAT based on the information presented in the staff report and the following findings of fact, the Phoenix Planning Commission recommends approval of the proposed text amendment to the Phoenix Land Development Code, adding Chapter 2.12 – Exclusive Agriculture (E-A) Overlay and amending Chapter 2.11 – Holding Zone (H-Z).

In the following, any text quoted directly from City codes appears in italics; Planning Commission findings appear in regular typeface.

PHOENIX LAND DEVELOPMENT CODE

4.7.1 Purpose

The purpose of this Chapter is to provide standards and procedures for legislative and quasi-judicial amendments to this Code and the land-use district map. These will be referred to as "map and text amendments." Amendments may be necessary from time to time to reflect changing community conditions, needs, and desires, to correct mistakes, or to address changes in the law.

4.7.2 Legislative Amendments

A. Legislative Amendments. *Legislative amendments are policy decisions made by City Council. They are reviewed using the Type IV Procedure in Chapter 4.1.6 – Type IV Procedure (Legislative) and shall conform to the criteria listed in 4.7.2.B and to Chapter 4.7.6 – Transportation Planning Rule Compliance, as applicable.*

FINDING: As a legislative amendment and consistent with the Type IV procedures in Chapter 4.1.6, the Planning Commission shall make a recommendation to the City Council on this amendment pursuant to the criteria in Chapter 4.7.2 (B) and Chapter 4.7.6 below. As part of this requirement, the Planning Commission held a properly noticed public hearing on the matter on October 9, 2023. **The standard is met.**

B. Criteria for Legislative Amendments.

The text of this Development Code may be recommended for amendment and amended provided that all the following criteria are met:

- 1. The proposed amendment is consistent with the purpose of the subject section and article.*
- 2. The proposed amendment is consistent with other Provisions of this Code.*
- 3. The proposed amendment is consistent with the goals and policies of the Comprehensive Plan, and most effectively carries out those goals and policies of all alternatives considered.*

FINDING: The text amendment as proposed will create Chapter 2.12 of the Land Development Code. There is no existing “purpose” for this Chapter in the Code. The “purpose” will be adopted along with the creation of the other details of the Chapter. The timing of the creation of this Chapter, and the “exclusive agriculture overlay” it accomplishes, is based on the need to annex large tracts of land, currently zoned EFU in the County, to facilitate the development of infrastructure into these areas. The land will not be available for urban levels of development until Urbanization Element Policies 2.1 – 2.3, along with all applicable provisions of Phoenix Land Development Code Chapter 4.7 have been addressed. The assignment of the proposed Exclusive Agriculture Overlay will allow for the continued use of the property for agriculture upon annexation. The purpose of Chapter 2.11 is to provide a zoning designation for properties annexed to the City that have not yet been tested for facility adequacy to allow for development of urban level densities and intensities. The proposed changes to this chapter are consistent with the purpose of the chapter as they, along with the E-A Overlay, allow for the continuation of agricultural uses and the construction of urban infrastructure, while still restricting urban development.

The proposed E-A Overlay will be used in tandem with the Holding Zone designation to allow for the continuation of agricultural uses on properties annexed to the City prior to that land being available for urban development. This is an interim step

in the zoning process that will simplify the development of urban infrastructure while also preserving the current use. The changes to the holding zone will also allow for the continuation of agriculture use and the development of urban infrastructure. These efforts support portions of the Land Use and Urbanization Elements in providing a coordinated process for the urbanization of the lands recently added to the City's UGB. Prior to developing lands added to the UGB from urban reserve area PH-5, the owners/developers must first submit an application for a Comprehensive Plan amendment to adopt specific area or neighborhood plans consistent with Policy 2.1. of the Urbanization Element and the City must adopt applicable standards per Policies 2.2 and 2.3, which safeguard against parcelization and establish an industrial employment zone for the area. This is one of several steps to be taken in amending the Comprehensive Plan and Development Code to facilitate the development of these areas recently added to the UGB. **The criteria are met.**

4.7.4 – Conditions of Approval

A quasi-judicial decision may be for denial, approval, or approval with conditions. A legislative decision may be approved, modified, or denied.

FINDING: As a legislative amendment, no conditions of approval are warranted or proposed. **The standard is met.**

4.7.6 – Transportation Planning Rule Compliance

A. *When a development application includes a proposed comprehensive plan amendment or land use district change, the proposal shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060. Significant means the proposal would:*

- 1. Change the functional classification of an existing or planned transportation facility. This would occur, for example, when a proposal causes future traffic to exceed the capacity of collector street classification, requiring a change in the classification to an arterial street, as identified by the Comprehensive Plan and the Transportation System Plan; or*
- 2. Change the standards implementing a functional classification system; or*
- 3. Allow types or levels of land use that would result in levels of travel or access what are inconsistent with the functional classification of a transportation facility; or*
- 4. Reduce the level of service of the facility below the minimum acceptable level identified in the Comprehensive Plan and the Transportation System Plan.*

FINDING: The proposed amendments have no direct impact on the functional classification of existing or planned transportation facilities, nor are there any changes to standards that implement a functional classification. Reduced levels

of service of transportation facilities are not anticipated as part of these amendments. **The criteria are met.**

B. Amendments to the comprehensive plan and land use standards which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:

1. *Limiting allowed land uses to be consistent with the planned function of the transportation facility; or*
2. *Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,*
3. *Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes of transportation.*


FINDING: The proposed amendments do not significantly affect the city's transportation facilities. **The criteria are not applicable.**



Terry Helfrich
Planning Commission Vice Chair

10-9-23

Date



Zac Moody
Planning Manager

10/9/23

Date

Exhibit "C"

Section 248 from 2023 Oregon Senate Bill 5506

SECTION 248. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 4 (3), chapter ___, Oregon Laws 2023 (Enrolled Senate Bill 5524), for the biennium beginning July 1, 2023, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Oregon Business Development Department, for infrastructure, is increased by the following amounts, for the issuance of grants from proceeds of lottery revenue bonds, for the following projects:

- (1) Umatilla Electrical Cooperative Association Industrial Site Utility Expansion: \$5,000,000.
- (2) City of Phoenix Industrial Improvements, South Valley Employment Center: \$4,500,000.
- (3) City of Aumsville Wastewater System Improvements: \$5,000,000.
- (4) City of Molalla New Wastewater Treatment Plant: \$5,000,000.
- (5) City of Newport Wastewater Treatment and Conveyance System Improvements: \$3,825,000.
- (6) Port of Coos Bay Channel Modification: \$20,000,000.



Agenda Report to Mayor and Council

Agenda item title: Report on status of 2021 Strategic Plan action items

Meeting Date: November 6, 2023

From: Eric Swanson, City Manager

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

SUMMARY

Council adopted a revised (2021) Strategic Plan in October 2021. The plan includes Council Goals, Objectives and specific Actions to be taken over the life of the plan. This report provides an update regarding the status of each of the actions identified in the plan. It has been approximately 6 months since the last status update in May, 2023 and progress reports are expected to occur twice a year. This is the fourth 6-month update since the adoption of the plan.

The entire 2021 Strategic Plan document can be found here: [2021 Strategic Plan](#)

Update highlights:

- Of the 29 action items with identifiable completions (those that are not continues/ongoing), all but 3 have been completed.
- 1.d.1. - *Contract for services to rebuild website*: Completed since last update.
- 5.a.3. – *...develop shared parking that could benefit the development of other PHURA properties along with the development of other properties within the urban renewal district boundary*: A presentation was made to the CDBG-DR PIER Selection Committee for the development of shared parking and stormwater infrastructure downtown along with sidewalks on Hwy 99 south of downtown.
- 5.b.1. – *Improve website information for PHURA*: Moved PHURA to new website. CEDEV responsible for updating PHURA grant and other information. Continue to improve PHURA and other economic development information.
- 6.c.1. – *Pursue State, Federal and private grants*: City awarded over \$30 million in grants over the past three years and we continue to seek additional funding for identified needs.
- 11.d.1. – *Update Parks Master Plan to account for UGB expansion*: Awarded \$39,930 in Local Government Grant Program (LGGP) funding from Oregon Parks and Recreation Department (OPRD) to update Phoenix Parks Master Plan.
- 14.e.1. - *If budget is available, hire limited duration Senior/Associate Planner position to aid with emergency operations planning*: New Deputy CM assigned Emergency Management duties. City coordinated Natural Hazard Mitigation Plan update with Jackson County. Emergency operations planning, hazard mitigation planning, and emergency preparedness are priorities in work plan.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

PROPOSED MOTION

N/A

ATTACHMENTS

Strategic Plan Status Update November 2023

November, 2023 Status of Action Items from 2021 Strategic Plan

Completed
Ongoing
In Development

Action	Dept./Timeline Per Plan	Status	Comments	Change in Status in Category Since April?
1.a.1. Update Council rules of Government when necessary. Train new Councilors and complete refresher training at the beginning of each year.	CM/CR - ongoing	Ongoing		No
1.b.1. Create City newsletter to be mailed with water bills quarterly.	CEDEV/CM/Fin. - Jun. 2022	Completed	The first newsletter will go out with the new water bills in December.	No
1.b.2. Redesign water bill.	Fin. - Mar. 2022	Completed	Water bills have been redesigned. First mailing will be December 2022.	No
1.b.3. Monthly public announcements via website, Facebook, etc.	CR ongoing	Ongoing		No
<u>1.d.1. Contract for services to rebuild website.</u>	<u>CR - Dec. 2022</u>	<u>Completed</u>	<u>Website completed.</u>	<u>Yes</u>
1.e.1 Schedule Roberts Rules of Order training for City Council and volunteer boards.	CM/CR - ongoing	Ongoing		No
1.e.2. Community and Economic Development Dept to identify training opportunities for Planning Commissioners through APA, League of Oregon Cities, etc.	CEDEV - ongoing	Ongoing		No

2.a.1. Conduct salary survey.	CM - Dec. 2022	Completed			No
2.a.2. Adjust pay scale based on results of salary survey.	CM - Jun. 2023	Completed		City of Phoenix was within the market after reviewing market study. 3% COLA was added to all staff July 1 2022.	No
2.b.1. Ensure standardized process for performance evaluations.	CM - ongoing	Completed		Evaluation date report is run at the beginning of each month to flag employees who have an upcoming evaluation due.	No
2.b.2. Use timely performance evaluation completion as a performance indicator for Dept Heads/City Manager.	CM - ongoing	Completed		Supervisors are notified when they are to complete an evaluation on one of their staff members to ensure increase is made on time in accordance to the CBA.	No
2.c.1. Complete incentive pay survey.	CM - Mar. 2022	Completed		Added longevity pay and increased additional compensation for certifications in PW.	No
2.e.1. Use existing IGA with RVCOG to complete review of job descriptions.	CM - Dec. 2022	Completed		Ongoing efforts to ensure accurate, updated job descriptions for all positions.	No
2.f.1. Use existing IGA with RVCOG to complete standardized performance evaluations, salary and incentive pay surveys, update job descriptions, etc.	CM - Dec. 2022	Completed		Created HR staff position to complete these functions	No
2.f.2. Amend General Unit collective bargaining agreement to add Senior Planner and Associate Planner positions.	CEDEV - Dec. 2021	Completed		Added October 2022	No
2.f.3. If budget is available, hire limited duration Senior/Associate Planner position to aid with	CEDEV - Jan. 2022	Associate Planner Hired 4/11/2022		Planning efforts ongoing	No

Long-range planning efforts related to fire recovery and UGB expansion.						
5.a.1. Work with Phoenix Phoodery to reach an agreement for development of one or more PHURA properties.	CEDEV/CM - Dec. 2021	Property transferred to developers	Land use permits issued	No		
5.a.2. Based on outcome of (1), consider listing remaining PHURA properties and/or otherwise soliciting proposal for development.	CEDEV/CM - Jan. 2022	Completed	2 parcels to Phoodery - other (4 th /Bear Creek Dr) listed	No		
<u>5.a.3. Investigate using money raised through PHURA property sale and or refinancing civic center bond to develop shared parking that could benefit the development of other PHURA properties along with the development of other properties within the urban renewal district boundary.</u>	<u>CEDEV/CM - Dec. 2022</u>	<u>In Development</u>	<u>Property purchased. Contract for design executed. Presented request to CDBG-DR, PIER Selection Committee.</u>	<u>No</u>		
<u>5.b.1. Improve website information for PHURA.</u>	<u>CEDEV - Mar. 2022</u>	<u>In Development</u>	<u>Coordinate with new Website.</u>	<u>Yes</u>		
6.a.1. Communicate the desire to use local firms in design and build to project managers and other collaborators.	CEDEV/CM - ongoing	Completed		No		
6.a.2. As much as possible, provide preference to local experience in selection process.	CEDEV/CM - ongoing	Completed		No		
6.b.1 Report to Council on the available contracting options and the pros and cons of each.	CEDEV/CM - Dec. 2021	Completed		No		
<u>6.c.1. Pursue State, Federal and private grants.</u>	<u>CEDEV/CM - ongoing</u>	<u>Ongoing</u>		<u>No</u>		
6.d.1. Investigate options for siting of temporary facilities and their relative strengths in providing continuation of City services.	CEDEV/CM - Mar. 2022	Completed	Combined use of Civic Center through March 2024	No		

6.d.2. Use hybrid work schedule with remote work when possible while using temporary facilities.	CEDEV/CM - Dec. 2023	Ongoing		No
11.a.1. Continue to utilize existing grant funds and to investigate the possibility of additional funding to help with park development/redevelopment.	CEDEV/CM/PW - ongoing	Ongoing	Investigating possible use of CDBG-DR, PIER funds	No
11.b.1. The Police Department actively enforces the no camping ordinance.	PD - ongoing	Ongoing		No
11.c.1. Use funding available through FEMA, Business Oregon and insurance to replace the playground while also providing for enhanced accessibility and fire resiliency.	CM/PW - Jun. 2022	Completed	Playground opened summer 2022	No
11.c.2. Create ad-hoc committee to help in fund raising for other playground enhancements not covered by grants.	CM/PW - Jun. 2022	Completed	Private and corporate donations/grants received to cover additional expenses	No
11.c.3. Use ad-hoc committee to help organizing ground breaking, grand opening, and other events related to playground replacement.	CM/PW - Jun. 2022	Completed	Playground opened summer 2022	No
<u>11.d.1. Update Park Master Plan to account for UGB expansion.</u>	<u>CEDEV - Jun. 2023</u>	<u>In Development</u>	<u>UGB expanded December 2022. Grant received for PMP update.</u>	<u>No</u>
11.d.3. Use updated Parks Master Plan as the basis for grant funding to improve park system.	CEDEV - ongoing	Ongoing		No
11.e.1. When the new facilities are completed, activate a Volunteer In Police Services (VIPS) program and use volunteers to patrol parks and greenway areas.	PD - Jun. 2024	Ongoing		No
11.f.1. If budget is available, hire limited duration Senior/Associate Planner position to aid in developing Community Development events focused on emergency preparedness	CEDEV - Jun. 2022	Associate Planner Hired 4/11/2022	2 nd Phoenix Rising September 2023. Continue to develop other events.	Yes

and resiliency, and also aid in the development of smaller, more frequent, family friendly events.							
14.a.1. Regular meetings/discussion with regional partners to seek opportunities for planning and projects of mutual interest.	CM - ongoing	Ongoing					No
14.b.1. If budget is available, hire limited duration Senior/Associate Planner position to aid in developing family friendly events in Phoenix that can also educate the public about Everbridge and evacuation zones.	CEDEV/IPD - Jun. 2022	Associate Planner Hired 4/11/2022 In Development On schedule	2 nd Phoenix Rising September 2023.				Yes
14.b.2. Provide information about Everbridge and evacuation zones in City newsletter and monthly public announcements.	CR/CEDEV/IPD - ongoing	Ongoing					No
14.c.1. If budget is available, hire limited duration Senior/Associate Planner position to aid with long-range planning efforts related to fire recovery and UGB expansion.	CEDEV - Jan. 2022	Associate Planner Hired 4/11/2022 In Development On schedule	Planning and recovery efforts ongoing				No
14.d.1. Provide information about defensible space in City newsletter and monthly public announcements.	CR/CEDEV - ongoing	Ongoing					No
<u>14.e.1. If budget is available, hire limited duration Senior/Associate Planner position to aid with emergency operations planning.</u>	<u>CEDEV - Jan. 2022</u>	<u>Associate Planner Hired 4/11/2022 In Development</u>	<u>Emergency operations planning ongoing. New Deputy CM assigned Emergency Management duties.</u>				<u>No</u>
14.f.1. If budget is available, hire limited duration Senior/Associate Planner position to aid with long-range planning efforts related to fire recovery and UGB expansion.	CEDEV - Jan. 2022	Associate Planner Hired 4/11/2022 In Development On schedule	UGB expansion and recovery efforts ongoing				No