

**CITY OF PHOENIX  
CITY COUNCIL MEETING  
PUBLIC WORKS OFFICE  
1000 S. "B" STREET  
TUESDAY, JULY 5, 2016  
6:00 P.M. / 6:30 P.M.**

**1) Call to order/Roll call**

**Executive Session:**

**Executive Session:** To discuss possible litigation.

The City Council of Phoenix will now meet in executive session for the purpose of consulting with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. The executive session is held pursuant to ORS 192.660 (2)(h), which allows the City Council to conduct deliberations concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**Executive Session:** To discuss negotiations regarding sale of real property.

The City Council of Phoenix will now meet in executive session for the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions. The executive session is held pursuant to ORS 192.660 (2)(e), which allows the City Council to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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

Executive Session adjourns

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

**1) Call to order/Roll call**

**2) Pledge of Allegiance**

**3) Mayor's Comments**

**4) Citizen's Comments:**

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

- 5) **City Council Position Interviews**.....p.1
  - a) James Snyder
  - b) Nancy Flowers
  - c) Jason Couch
  
- 6) **Updates/Reports:**
  - a) PHURA
  - b) Parks and Greenway Commission
  
- 7) **Presentations:**

None.
  
- 8) **Ordinances, including reading and/or adoption:**

None.
  
- 9) **Consent Calendar:**
  - a) Approval of Minutes from June 20, 2016 Regular City Council Meeting ..... p.11
  
- 10) **Unfinished Business:**
  - a) Archangel Gabriel Church’s Event Request..... p.18
  
- 11) **New Business:**
  - a) Approve Loan to Phoenix Urban Renewal ..... p.19
  - b) Approve Sale of Property Owned by Phoenix Urban Renewal Agency ..... p.23
  - c) Approve City Manager Job Description..... p.29
  - d) Request to waive or reduce fees Banner Installation Fees for Phoenix Car Show..... p.37
  
- 12) **Questions for Staff:**
  - a) Attorney’s Report
  - b) City Manager’s Report
  
- 13) **Council items, comments/reports:**

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

**14)Adjournment**

**Next City of Phoenix Scheduled Meetings:**  
 All meetings are at 6:30 P.M. unless otherwise noted.

July 11, 2016	Planning Commission
July 12, 2016	PHURA
July 18, 2016	City Council
July 25, 2016	Planning Commission
August 1, 2016	City Council
August 8, 2016	Planning Commission
August 9, 2016	PHURA
August 22, 2016	City Council
August 29, 2016	Planning Commission

**AGENDA BILL**

AGENDA ITEM: 5 a

AGENDA TITLE: City Council Position Interviews

DATE: June 5, 2016

**ACTION REQUIRED:**

ORDINANCE: \_\_\_\_\_

RESOLUTION: \_\_\_\_\_

MOTION: \_\_\_\_\_

INFORMATION: XX

**EXPLANATION:**

City Council has one vacant position. Three applications have been submitted for consideration: James Snyder, Nancy Flowers, and Jason Couch. City Council will hold an interview for each candidate. Council members have come up with questions to ask candidates that were emailed prior to the meeting. The interviews will take place at the beginning of the July 5, 2016 City Council meeting at 6:30 P.M. Voting will take place at the end of the meeting. The person who receives the majority of the vote of the Council present will be appointed.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

None offered.

**STAFF RECOMMENDATION:**

None

**MOTION: “.”**

PREPARED BY: Sarah Lind REVIEWED BY: \_\_\_\_\_

# Application for Boards/Commission



## Contact Information

Name:	JAMES C. SNYDER
Street Address:	SAME AS MAILING ADDRESS BELLU
Mailing Address:	827 AMORIAN DRIVE
City/State/Zip:	PHOENIX, AZ 85035
Home Phone:	541-897-0595
Work Phone:	—
E:Mail Address:	jimmatsnyder@gmail.com

## Background

Years of Residence in Phoenix:	
Place of Employment:	RETIRED
Occupation:	RETIRED ARMY (COMMISSIONED) OFFICER, ASS'T VP
City/State/Zip:	ALEXANDRIA, VA
Educational Background:	• B.S., CHEMISTRY UNIV OF HAWAII • U.S. ARMY WAC COLLEGE STAFF • U.S. COMMAND & GENERAL STAFF • MBA, UNIV OF UTAH ; MAIT, GEORGE MASON UNIVERSITY
Prior Civic Activities:	TREASURER, SKYLINE OWNERS ASSOCIATION CHAIR PERSON, CITY OF PHOENIX WATER COMMISSION

## Boards/Commissions of Interest

Please check all of the following that interest you:

- City Council
- Planning Commission
- Community Events Committee
- Budget Committee
- Parks and Greenway Commission
- Other short-term task or focus groups that meet for a specific purpose and then disband when the business is complete

**Special Skills or Qualifications**

SEE ATTACHMENT

**Motivation**

SEE ATTACHMENT

**Special Notice**

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

**Agreement and Signature**

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

Name (printed): JAMES C. SNYDER

Date: APRIL 21, 2016

Signature: 

**Our Policy**

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

## **Special Skills or Qualifications**

Leadership, Management and Supervisory skills learned and improved upon during 41 years of continuous military service and private sector management and employment:

- U.S. Army Commissioned Officer: >23 years
- Senior Analyst, Project Manager, Program Manager, Regional Manager, Division Manager, and Assistant Vice-President at various times during 18 years of employment, first in a small privately owned Federal Government contractor company and then in a mid-sized (40,000 employees) publicly owned Federal Government contractor company.

Government contracting experience both as contractor supporting Defense Department organizations preparing Federal Government contracts for issue as Requests for Proposal (RFP) and as a Federal Government contractor preparing proposals in response to RFPs, to include the management and cost proposal sections for Cost-Plus Fixed Fee contracts, Firm Fixed Price (FFP) contracts, and Time and Materials (T&M) contracts.

Managed all phases of private sector contracts providing support to the Federal Government, to include research and analysis, studies, personnel management of support labor personnel, ensuring quality control of goods and services delivered, and ensuring profitability of the contracts.

Provided contract support at various times to the Department of Defense, Department of the Army, U.S. State Department, and Environmental Protection Agency, among others.

Developed strategic thinking skills learned as a graduate of the U.S. Army War College.

Employed extensive staffing skills as a member of the Department of the Army Staff (Pentagon) for four years.

Project Manager Professional (PMP) certified by the Project Management Institute (PMI) for over eight years; recently applied for and was granted retired PMP status.

## **Motivation**

To support our community by facilitating the city's ability to provide the best possible public services to our citizens and to ensure a safe and productive environment for them to reside in.

To participate in the city's planning for the inevitable growth of our community as a component of the growth of the Rogue Valley region.

To extend my long-term history of public service.

**Application for Boards/Commission**



**Contact Information**

Name: <i>Nancy J Flowers</i>	<b>RECEIVED</b> <b>JUN 22 2016</b> <b>City of PHOENIX</b>
Street Address: <i>300 Luman Rd. #12</i>	
Mailing Address: <i>same</i>	
City/State/Zip: <i>Phoenix, OR 97535</i>	
Home Phone: <i>541-778-4319</i>	
Work Phone: <i>none</i>	
E:Mail Address: <i>nancy.flowers28@gmail.com</i>	

**Background**

Years of Residence in Phoenix: <i>4</i>
Place of Employment: <i>retired</i>
Occupation: <i>volunteerism</i>
City/State/Zip: <i>Rogue Valley</i>
Educational Background: <i>Graduated 1972 from Quartz Hill High with honors. 2 years college</i>
Prior Civic Activities: <i>Upper Rogue Watershed Council - 3 years Volunteered with Rogue River/Siskiyou USDA Forest Service Volunteered at Medford First Christian <sup>at their</sup> weekly free dinners. Had my food handlers license which just expired</i>

**Boards/Commissions of Interest**

Please check all of the following that interest you:

- City Council  Planning Commission  Community Events Committee
- Budget Committee  Parks and Greenway Commission
- Other short-term task or focus groups that meet for a specific purpose and then disband when the business is complete

## Special Skills or Qualifications

I have an extremely varied work history - Los Angeles County Planning Commission; planning asst. in a small city; asst. to engineering department <sup>manager</sup> at California Institute of Technology. Later transferred to Jet Propulsion Laboratory & administration in large departments including public relations. At Caltech and JPL, as well as the Planning Commission, I worked successfully with many cultures and religions which broadened my life. Can speak in public fairly well.

## Motivation

First, to be of service to residents of Phoenix. I have ~~worked~~ worked or volunteered all my life. I am extremely personable and like people and am looking for an opportunity to immerse myself with work, ~~learn~~ learn many new things and working with the Council to ~~do~~ accomplish this. I live in Bear Lake Mobile Park and am part of the community here, but wish to expand my knowledge and become part of the Phoenix community.

## Special Notice

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## Agreement and Signature

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

Name (printed): Nancy J Flowers

Date: 5/22/2016

Signature: Nancy J Flowers

## Our Policy

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**Nancy Flowers**

541-778-4319;nancy.flowers28@gmail.com

300 Luman Road #12

Phoenix, OR 97535

**Resume**

**OBJECTIVES**

To be of service to the citizens of Phoenix through the City Council. To offer my perception from the various experiences I have had working on related issues. To be an approachable and informative representative of the City, understand issues needing addressing, and the time frame in which they need to be accomplished. To add another woman's perception of issues. To help change many individual's opinion that we are a crime city and address problems with the Greenway.

**Education**

Graduated from Quartz Hill High School in 1972; many college classes  
My course of study was Psychology, Anthropology and Writing.

- 1973-79 County of Los Angeles Planning Commission
- 1979-80 City of La Canada- Flintridge, CA as planning assistant
- 1980-83 California Institute of Technology
- 1983-94 Jet Propulsion Laboratory (owned by Caltech with a prime contract with NASA.)
- 1995-96 Left Los Angeles, moved to Trail, Oregon and worked various short-term temp jobs
- 1996-2006 Moved to Union Creek. Worked at Lost Creek Dam and at the Army Corps of Engineers' headquarters. Typed contracts for a gentleman employing individuals in the Prospect area. Volunteered with the Rogue River Forest Service. Volunteered with the Upper Rogue Watershed Council, eventually becoming chair. Later, I provided day care for kids in Union Creek and Prospect.
- 2006-2016 Moved to Medford area, then Phoenix for the last four years.  
Worked various jobs, volunteered, and retired recently.

I believe I have a varied background fitting the position of a City Councilperson and would be of benefit on the Phoenix City Council. I worked for the Los Angeles County Planning Commission, attending large meetings as recorder. I am familiar with zoning and subdivision issues. My years at Caltech were also involved with new construction. We were responsible for building new buildings when given large contributions. I believe it was the Watson building in which the "J" boxes were all installed upside down. At the Jet Propulsion Laboratory I was involved in administration, payroll, in charge of a large labor subcontract. I learned to use early computers in the 70's and could use both DOS (eh) and Macintosh. Since no one had a personal computer at that time, I was the designated IT person in the 70's and 80's. JPL also had the early internet between universities, that is so huge now. JPL provided me with unusual experiences, such as watching an early prototype of the Mars Rover being tested outside my window. I was there through many of the Voyager encounters and also when the Challenger disaster occurred.

Through my work with the Upper Rogue Watershed Council, I seeded salmon in the mountains, helped teach classes in in the river with local schools and organized a water event attended by students in the Upper Rogue. As Chair I ran meetings, gave out assignments and followed up to ensure they were completed. Through a grant to the Council I was able to interview elderly, native residents of the area about growing up in Prospect and Union Creek. As chair I met at RVCOG with other chairs. We were given a large grant to implement cleaning up illegal draws of water from the river and other illegal water diversions in SW Oregon. I wrote a proposal that was chosen and implemented throughout SW Oregon. I am experienced at talking to large or small groups.

# Application for Boards/Commission



## Contact Information

Name:	Jason R. Couch
Street Address:	117 W. 1st Street
Mailing Address:	same
City/State/Zip:	Phoenix, 97535
Home Phone:	541-890-7354
Work Phone:	same
E:Mail Address:	farmboy@mind.net

## Background

Years of Residence in Phoenix:	5.5
Place of Employment:	
Occupation:	Grad Student, scheduled for MFA completion December 2016
City/State/Zip:	Academy of Art University
Educational Background:	B.S Degree in Emerging Media and Digital Arts MFA Candidate Film Production
Prior Civic Activities:	2 years (+/-) PHURA Budget Committee 1.75 years Phoenix Planning Commission 10 years (+/-) Patrons of Husbandry, Grange I have 3 years at the #2 Position at County Level Grange, and hold a regional State seat also.

## Boards/Commissions of Interest

Please check all of the following that interest you:

- City Council     Planning Commission     Community Events Committee  
 Budget Committee     Parks and Greenway Commission  
 Other short-term task or focus groups that meet for a specific purpose and then disband when the business is complete

~~Applying for the seat vacated by Karen Jones~~

## Special Skills or Qualifications

I am even keeled and handle stressful and complicated situations very well and can generally find cohesion with anyone who is honest and above-board. I am well spoken and have packed a tremendous amount of life experience into my 55 years. I grew up in the area so have a good feel for the people of Phoenix and have dedicated time to hearing their dreams and concerns.

Film Production, in which I have extensive formal and practical training, is the process of manifesting ideas by breaking them down into their component parts such as finance, timelines, personel, locations, marketing and distribution in order to make the vision reality. This is very similar to what a City Council does.

I believe that Phoenix can and should attract and retain highly skilled people in City positions and businesses.

My best skill is in recognizing those who will get things done and helping them get the tools they need for us all to succeed, leveraging their knowledge, sans micromanagment, into success.

## Motivation

I contend that Phoenix deserves the best leaders of all generations with occasional fresh people approaching issues with fresh eyes, ideas and ideals. My wife and I both grew up in the area and hold small town values while keeping an eye on the future and understanding how community building works. In addition, I am very active in the community and have been asked numerous times by many and various citizens of Phoenix to serve on City Council. I care about this community enough to put my skills, ideals and energy into helping it move into the future in a way that respects its traditions but also looks at current and future needs. The apex of consideration should be solutions that speak to the communities concerns in a fiscally responsible way while maintaining the courage to invest in ourselves and those who will work with and call Phoenix home in the future.

Phoenix can use all the stability it can get and I will be part of the longterm stability that staff and businesses deserve.

## Special Notice

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## Agreement and Signature

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

Name (printed): Jason R. Couch

Date: 17 June 2016

Signature: 

## Our Policy

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**City of Phoenix  
City Council Meeting  
Public Works Office  
1000 S. "B" Street  
Monday, June 20, 2016**

**DRAFT**

**CALL TO ORDER**

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, June 20, 2016 at 6:30 p.m. in the Public Works Office.

**ROLL CALL**

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

**ABSENT:** Stan Bartell

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

**PLEDGE OF ALLEGIANCE**

**CITIZEN'S COMMENTS:**

- 1) Will Weischman, affiliated with Archangel Gabriel Church, requested on behalf of the Church a waiver from the city for the Church's annual patronal feast in Blue Heron Park on July 12, 2016. Mr. Weischman explained traditionally wine comes with the feast. Mayor Bellah asked how many people would be attending the event. Mr. Weischman replied attendance would most likely be between 80 and 100 people. Mr. Brinkley stated that City Council has to approve liquor licenses, with the recommendation of the chief of police. The church may want to check with the OLCC to make sure all necessary insurance is in place. On July 5, 2016, there will be a council meeting at which the council and the church representative can reconvene and determine a course of action.

**UPDATES/REPORTS:**

1) **PHURA**

Al Muelhoefer discussed how PHURA is getting closer to making a decision on the first property sale, the Wise property. Mr. Brinkley stated that PHURA is waiting on an actual purchase and sale agreement for the property. There will be either a special meeting or an addition to the July 5, 2016 agenda for the topic. The Green property is now empty. Further discussion followed.

PHURA is requesting a \$100k loan from the City for operating costs. Mr. Brinkley pointed out that PHURA will have a debt service payment due in August. Mayor Bellah clarified the

repayment system schedule and that the terms of the property sale will not be announced until finalized. Further discussion followed.

2) Parks and Greenway Commission

Councilor C. Bartell brought "Save the Date" fliers for the Dog Days of Summer event. There will be a meeting during the first week of July for the Parks and Greenway Commission. There is a date set for the homecoming parade: Wednesday, September 28. Councilor C. Bartell met with the new high school principal whose son plays football for U of O and is excited to meet the mayor. She read the letter from the high school to Mayor Bellah inviting him to be Grand Marshall for the homecoming parade.

3) City Council Issue Tracking Log

The council read through the tracking log and went over each item, discussing items further as needed.

**PRESENTATIONS:**

1) Bee City Proclamation for National Pollinator Week

Mayor Bellah read the proclamation for National Pollinator Week. Councilor C. Bartell discussed the Bee Committee, its members, and what they have been accomplishing in the community over the past year, including planting a pollinator habitat in Blue Heron Park and tabling at various local events.

The Mayor requested this topic be moved up from the new business section.

Approval of Chamber of Commerce Request for Funding

Melissa Wagy began by giving a brief overview on the progress of the interior of the new chamber. She presented the funding request for signs. The funds are already budgeted for by the City. She gave the presentation as part of an ongoing agreement to keep the City informed of what the chamber is using its funds for.

**MOVED BY C. BARTELL, SECONDED BY SOPHIE, TO APPROVE THE CHAMBER OF COMMERCE REQUEST FOR FUNDING.** There was no further discussion.

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

**PUBLIC HEARINGS**

1) Approve a Resolution Adopting the 2016/17 Budget

This item adopts the budget for the 2016/2017 fiscal year. Mayor Bellah declared the public hearing.

Mayor Bellah opened the public hearing at 7:40 p.m.

**THOSE IN FAVOR OF THE FY 2016/17 BUDGET:**

No one spoke in favor of the FY 2016/17 Budget.

**THOSE IN OPPOSITION TO THE FY 2016/17 BUDGET:**

No one spoke in opposition to the FY 2016/17 Budget.

Mayor Bellah closed the public hearing at 7:41 p.m.

**COUNCIL DELIBERATION:**

**MOVED BY C. BARTELL, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 964, APPROVING THE 2016/17 BUDGET.**

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, Luz, and Helfrich  
MOTION APPROVED WITH FOUR AYES**

- 2) Approve a Resolution Declaring the City's Election to Receive State Shared Revenues  
This allows the City to receive State Shared Revenues. Mayor Bellah declared the public hearing.

Mayor Bellah opened the Public Hearing at 7:42 p.m.

**THOSE IN FAVOR OF THE RESOLUTION:**

No one spoke in favor of the Resolution.

**THOSE IN OPPOSITION TO RESOLUTION:**

No one spoke in opposition to the Resolution.

Mayor Bellah closed the public hearing at 7:43 p.m.

**COUNCIL DELIBERATION:**

**MOVED BY C. BARTELL, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 965, DECLARING THE CITY'S ELECTION TO RECEIVE STATE SHARED REVENUES.**

**ROLL CALL VOTE AS FOLLOWS:**

**Ayes: Sophie, C. Bartell, Luz, and Helfrich  
MOTION APPROVED WITH FOUR AYES**

- 3) Approve a Resolution Certifying that the City of Phoenix Provides Four or More Municipal Services  
The City of Phoenix provides six services. Mayor Bellah declared the public hearing.

Mayor Bellah opened the Public Hearing at 7:44 p.m.

**THOSE IN FAVOR OF THE RESOLUTION:**

No one spoke in favor of the Resolution.

**THOSE IN OPPOSITION TO RESOLUTION:**

No one spoke in opposition to the Resolution.

Mayor Bellah closed the public hearing at 7:45 p.m.

**COUNCIL DELIBERATION:**

**MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 966, CERTIFYING THAT THE CITY OF PHOENIX PROVIDES FOUR OR MORE MUNICIPAL SERVICES.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

**CONSENT CALENDAR:**

- 1) Approval of Minutes from June 6, 2016 Regular City Council Meeting
- 2) Approval of Minutes from May 23, 2016 Joint City Council and Planning Commission Meeting
- 3) Acknowledge Approved Planning Commission Minutes

Mayor Bellah requested the first three items be discussed separately from the fourth item.

**MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE THE MINUTES FROM JUNE 6, 2016 REGULAR CITY COUNCIL MEETING, MAY 23, 2016 JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING, AND ACKNOWLEDGE THE APPROVAL OF PLANNING COMMISSION MINUTES.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

- 4) May 2016 Financial Report

Mrs. Boothe noted the city manager's cost will affect contingency at the end of the year, but the rest of the financial report is as projected.

**MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE THE MAY 2016 FINANCIAL REPORT.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

**NEW BUSINESS:**

- 1) Approve Renewal of School Resource Officer Contract for FY 2016/2017

Mayor Bellah asked if there were any changes to the contract for this year. Chief Derek Bowker explained the pay rate adjusts each year. The schools pay fifty percent of the salary for the SRO.

**MOVED BY LUZ, SECONDED BY HELFRICH, TO APPROVE THE RENEWAL OF THE SCHOOL RESOURCE OFFICER CONTRACT FOR FY 2016/2017. Further discussion followed.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

- 2) Approve a Resolution Authorizing the Transfer of Appropriations to Prevent Over-Expenditure of Appropriations for Fiscal Year 2015/16  
Discussion on the purpose of this item took place.

**MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO APPROVE RESOLUTION NO. 967, AUTHORIZING THE TRANSFER OF FUNDS TO PREVENT OVER-EXPENDITURE OF APPROPRIATIONS FOR FISCAL YEAR 2015/2016.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

- 3) Approve a Resolution Allowing Formation of Special Heritage District  
Mayor Bellah wanted to make sure that the city is not endorsing the formation of a Heritage District, but rather offering the choice for voters and that the wording of the resolution reflects that stance.

**MOVED BY SOPHIE LUZ, SECONDED BY HELFRICH, TO APPROVE RESOLUTION NO. 968, ALLOWING THE FORMATION OF A SPECIAL HERITAGE DISTRICT.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

- 4) Discussion of Planning for Future Road Improvements  
Mayor Bellah pointed out that there have been some complaints about the overpass, in particular the signage. Mr. Brinkley replied ODOT did make some improvements to the signage, but there is still some signage that could be clearer.

Mr. Brinkley started off his presentation by giving an overview of what projects need to be addressed – largely Main street and Pine and Church. The intersection of Pine and Church need repaving and sidewalks and Main Street will need improvements, too. Mayor Bellah asked how the City might go about getting answers to what would be the most effective solution for the roads. Mr. Brinkley suggested contacting the Asphalt Paving Association who is looking at doing a pilot project for a micro overlay. Factors such as pricing, timeline, and time of year will influence decisions made about the projects. Councilor Helfrich suggested gathering information on what citizens think before taking action. Further discussion followed.

5) Approve Renewal of Master Participating Agreement with Jackson County

This is the Jackson County Community Justice Work Crew Agreement. It allows Jackson County Work Crews to continue to serve the community of Phoenix, OR. There was discussion but no changes were made to the agreement.

**MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE A RENEWAL OF MASTER PARTICIPATING AGREEMENT WITH JACKSON COUNTY.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

6) Approve Solution Authorizing the Mayor to Execute a Settlement Agreement and Mutual Release of Claims between the Cities of Phoenix and Talent

Mayor Bellah opened this topic with an email from Joe Strahl who said the numbers were not correct for the agreement between the two cities concerning water loss. Mayor Bellah talked to Talent City officials and they agreed to maintain the settlement agreement concerning water loss because it is good for both cities to close this issue. This solution helps maintain a "good neighbor policy." Attorney Kirchoff stated that from a legal perspective, it would be difficult to prove the amount of water Joe Strahl said was lost. Further discussion followed.

**MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE RESOLUTION NO. 969, AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN THE CITIES OF TALENT AND PHOENIX.**

**ROLL CALL VOTE AS FOLLOWS:**

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

**MOTION APPROVED WITH FOUR AYES**

**STAFF REPORTS:**

1) City Attorney's Report:

a) Attorney Kirchoff emphasized what the city has learned from resolving the water loss issue between Talent and Phoenix could be valuable for future contracts.

2) City Manager's Report:

a) Mr. Binkley said he has been receiving calls about lead in drinking water because of an article in the Mail Tribune last week. The reservoirs are tested every week and a comprehensive analysis is done every three years. The City of Phoenix regularly tests its water. It may be a good idea to do additional testing to put the citizens' minds at ease. Further discussion followed.

**COUNCIL ITEMS, COMMENTS/REPORTS:**

Councilor Sophie asked if people were applying for positions for the upcoming council elections. Mayor Bellah replied that information was sent out in the newsletter and fliers.

The meeting adjourned at 8:45 PM.

Attest:

Respectfully submitted,

Sarah Lind  
Executive Assistant

Janette Boothe

**AGENDA BILL**

AGENDA ITEM: 10 a

AGENDA TITLE: Archangel Gabriel Church's Event Request

DATE: June 5, 2016

**ACTION REQUIRED:**

ORDINANCE: \_\_\_\_\_

RESOLUTION: \_\_\_\_\_

MOTION: XX

INFORMATION: \_\_\_\_\_

**EXPLANATION:**

At the previous City Council meeting on June 20, 2016, a member of Archangel Gabriel Church, Mr. Will Weischman, spoke to City Council about allowing alcohol in Blue Heron Park for the Church's annual patronal feast. Mr. Weischman explained traditionally wine comes with the feast. There will be between approximately 80 and 100 people at this event. The Church is requesting permission to serve wine and beer to their attendees at this event.

According to Municipal City Code 12.20.090, no person shall have any intoxicating beverage while in or upon the property of the city park without prior consent of the city council. With council approval, Archangel Gabriel Church will have wine at their event.

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

The Council may decide to not approve a temporary license for this event.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve a temporary license for the annual patronal feast for the Archangel Gabriel Church if all necessary insurance is in place.

**MOTION: "I MOVE TO APPROVE ARCHANGEL GABRIEL CHURCH'S EVENT REQUEST FOR PERMISSION TO HAVE ALCOHOL AT THEIR ANNUAL PATRONAL FEAST IN BLUE HERON PARK."**

PREPARED BY: Sarah Lind REVIEWED BY: \_\_\_\_\_

**AGENDA BILL**

**AGENDA ITEM:**

11a

**AGENDA TITLE:** A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO LOAN THE PHOENIX URBAN RENEWAL AGENCY FUNDS FOR SHORT TERM OPERATING EXPENSES.

**DATE:** July 5, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: N/A

RESOLUTION: XX

INFORMATION: N/A

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**EXPLANATION:** Phoenix Urban Renewal Agency acquired substantial amounts of property during the 2015/16 fiscal year which has left the Agency with a very low reserve fund to carry over into the current (FY2016/17) fiscal year. Taking all anticipated, budgeted expenses into account, the Agency will have less than \$30,000 on hand to continue its day-to-day operations until tax increment revenues are received in November. Aside from paying ongoing operational expenses (personnel, rent, etc.), the Agency will need to make a debt service payment of \$57,000 by July 27, 2016. The Agency will not have sufficient cash on hand to cover this payment.

**FISCAL IMPACT:** The will sustain a short term outflow of \$150,000. However, the City does have sufficient resources on hand to cover this expense. The loan would be repaid in whole by December 1, 2016.

**STAFF RECOMMENDATION:** Approve the enclosed resolution which will authorize the Mayor and City Manager to negotiate and execute the agreement.

**MOTION:** "I MOVE TO ADOPT RESOLUTION NUMBER \_\_\_\_\_ AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO LOAN THE PHOENIX URBAN RENEWAL AGENCY FUNDS FOR SHORT TERM OPERATING EXPENSES.

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**

**CITY OF PHOENIX**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO LOAN THE PHOENIX URBAN RENEWAL AGENCY FUNDS FOR SHORT TERM OPERATING EXPENSES.**

**WHEREAS**, the City of Phoenix and its Urban Renewal Agency work collaboratively to achieve shared goals; and

**WHEREAS**, the Urban Renewal Agency anticipates a shortfall in its operating budget until it has received tax increment revenues in November 2016 or until it has completed the sale of Agency owned property ; and

**WHEREAS**, the Urban Renewal Agency must meet certain financial obligations before it will receive those revenues; and

**WHEREAS**, it is in the interests of both the City and Urban Renewal to continue its operations and meet its financial obligations.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Phoenix hereby authorizes the City Manager and Mayor to negotiate and execute an agreement to make a short term loan to the Phoenix Urban Renewal Agency substantially conforming to the agreement presented in Exhibit "A".

**APPROVED** by the City of Phoenix this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Recorder

# CITY OF PHOENIX

## RESOLUTION NO. \_\_\_\_\_

### A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO LOAN THE PHOENIX URBAN RENEWAL AGENCY FUNDS FOR SHORT TERM OPERATING EXPENSES.

#### Exhibit "A"

#### RECITALS:

**WHEREAS**, the Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

**WHEREAS**, the Board of the Phoenix Urban Renewal Agency (Agency) and the City Council of Phoenix have determined that a short term need exists to provide funds to continue to pay for ongoing costs associated with the operations of the Agency; and

**WHEREAS**, the Agency will not have sufficient funds available to pay for operational expenses that will be due before it has received tax increment revenues and/or proceeds from the sale of real property owned by the Agency; and

**WHEREAS**, the Agency and City operate under an Intergovernmental Agreement,

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1: Term and Termination.** This agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the loan is paid in full.

**Section 2: Duties of the City.** The City shall authorize all actions and execute all documents necessary or desirable to loan the following amounts to the Agency for the \$150,000 for short term operational expenses. In so doing, the City shall comply with the laws of the State of Oregon including the terms and conditions contained within this Agreement.

**Section 3: Duties of the Agency.** The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loans and to authorize repayment of the loans under the terms and conditions stated herein. In so doing, the Agency shall comply with the laws of the State of Oregon, applicable Urban Renewal Plans, and the terms and conditions contained within this Agreement. The Agency shall be responsible for its expenses incurred in the performance of this agreement and of its activities contemplated herein.

**Section 4: Loan Terms.** The terms of the loan are as follows: the loan shall be made from the City's \_\_\_\_\_ Fund to the Agency's \_\_\_\_\_ fund in the amount of \$150,000.

The transfer shall occur upon execution of this agreement and no later than July 20, 2016.

The loan shall be repaid by the Agency to the City in full (\$150,000), no later than December 1, 2016.

**Section 5: Consideration.** In consideration of the mutual promises and the terms and conditions set forth herein, the City agrees to loan the amounts stated herein in exchange for the Agency's obligation to repay those amounts in accordance with the above stated schedule. In consideration of the mutual promises and the terms and conditions set forth herein, the Agency agrees to repay the loaned amounts in accordance with the above stated schedule in exchange for the City's loan of the amounts stated herein. The Agency is obligated to repay the loan solely from the tax increment revenues of the urban

renewal area for which the loan is made or from the sale of real property owned by the Agency.

**Section 6: Indemnification.** Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Parties agree to defend, indemnify, and hold each other, its officers, agents, and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

**Section 7: Modification.** This agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Section 8: Waiver.** No provision of this agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

**Section 9: Severability.** The parties agree that if any term or provision of the agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**Section 10: Designated Representative.** The City authorizes the Mayor, the City Manager or the City Manager's designee to act on behalf of the City under this agreement. The Agency authorizes the Chair of its Board of Directors, the Executive Director of the Agency or the Executive Director's designee to act on behalf of the Agency under this agreement.

**IN WITNESS WHEREOF**, the execution of which having been first duly authorized according to law.

City of Phoenix

\_\_\_\_\_  
Honorable Jeff Bellah, Mayor

\_\_\_\_\_  
Date

Phoenix Urban Renewal Agency

\_\_\_\_\_  
Al Muelhoer, Executive Director

\_\_\_\_\_  
Date

**AGENDA BILL**

**AGENDA ITEM:** 11 b

**AGENDA TITLE:** APPROVAL OF THE SALE OF  
PROPERTY OWNED BY THE PHOENIX URBAN  
RENEWAL AGENCY.

**DATE:** July 5, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: XX

RESOLUTION: N/A

INFORMATION: N/A

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**EXPLANATION:** Phoenix Urban Renewal Agency acquired 170 S. Main, aka the “Wise Property”, in 2015. The 1.12 acre property was vacant. A developer has proposed to purchase the property in order to construct a 9,100 square foot retail commercial building with approximately 30 parking spaces and related site improvements. The building will be occupied by Dollar General, a general merchandise discount retailer. The proposed development would not require the entire site, and approximately 14,000 square feet would not be developed. This remnant parcel could be developed separately.

The offer, as presented in the attached “Letter of Intent”, is for \$350,000, with the seller (PHURA) paying a \$25,000 commission to the buyer’s broker. The agency would net \$325,000. A development agreement would be incorporated into the purchase agreement that would enable the Agency to require certain building and site design features in exceedance of those required by the City’s Land Development Code. Staff have already discussed this with the purchaser, and that provision is included in the Letter of Intent.

The Urban Renewal Agency voted unanimously to approve the sale of the property at its June 14<sup>th</sup> meeting, with the condition that a development agreement be used to ensure higher quality construction and design features.

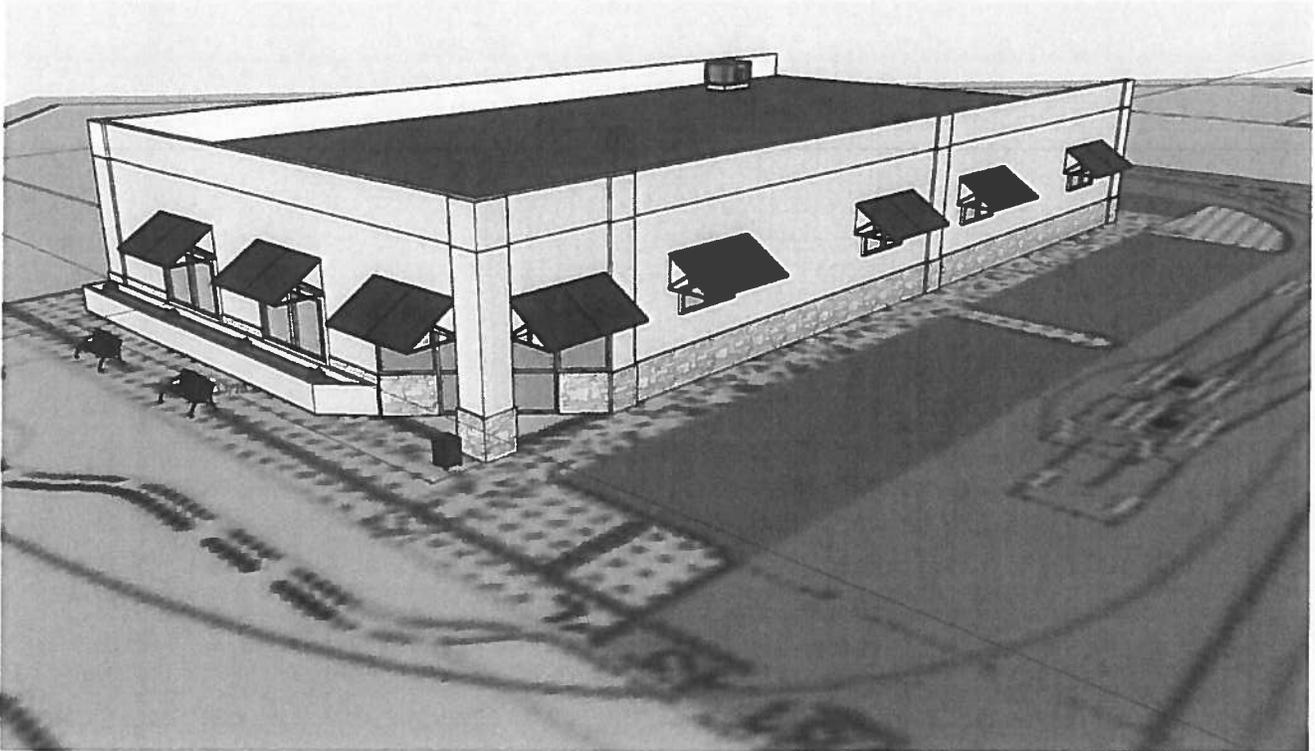
**FISCAL IMPACT:** The City will sustain a short term outflow of \$150,000. However, the City does have sufficient resources on hand to cover this expense. Under the proposed terms, the loan would be repaid in whole by December 1, 2016.

**STAFF RECOMMENDATION:** Approve the enclosed resolution which will authorize the Mayor and City Manager to negotiate and execute the agreement.

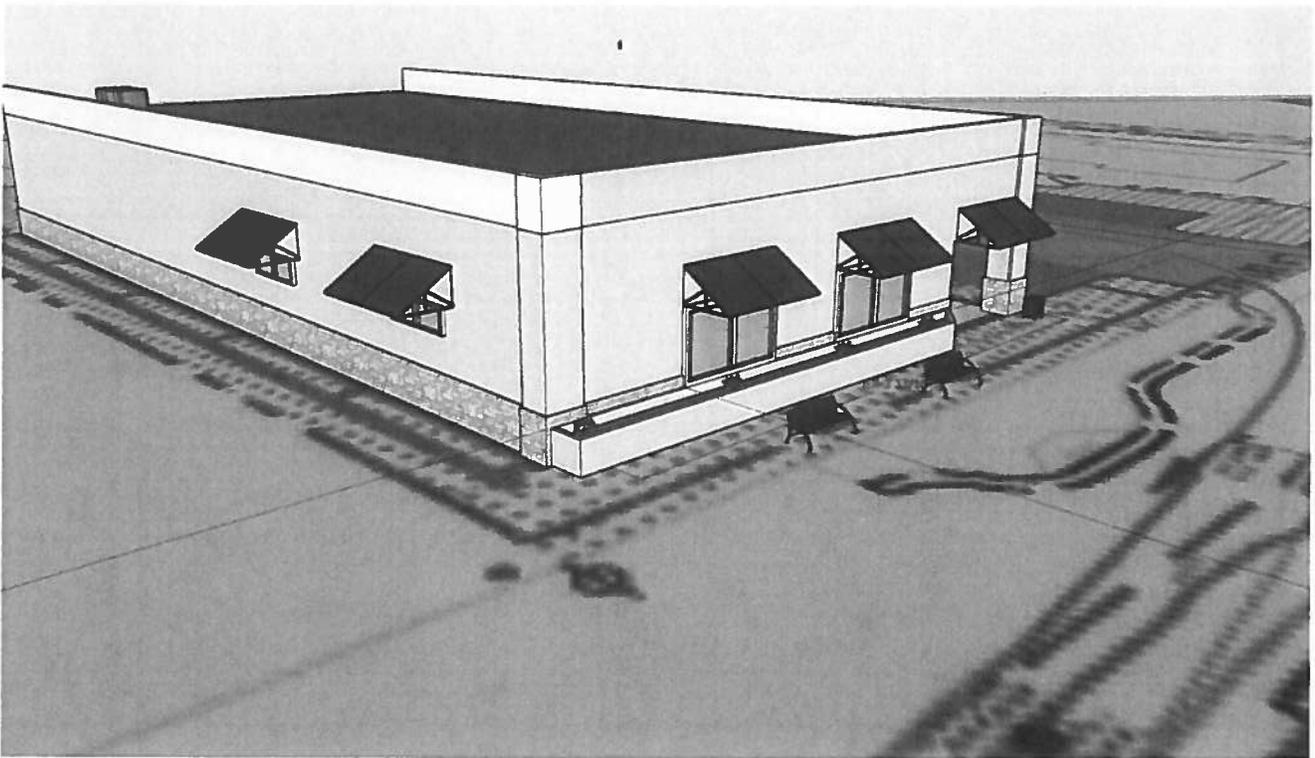
**MOTION:** “I MOVE TO APPROVE THE SALE OF AGENCY OWNED PROPERTY LOCATED AT 170 SOUTH MAIN STREET, SUBSTANTIALLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE AS DESCRIBED BY THE LETTER OF INTENT DATED JUNE 10, 2016.

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**



Perspective of building look southwest, with staff recommended architectural features including 2 4X4' windows on the east elevation, 4 4X2' windows on north elevation, brick/block wainscoting up to 4' from top of sidewalk, stucco walls above, building articulation/relief features, parapet walls on north, east, and south elevations.



Perspective of building looking northwest.



Alex Martinac  
Retail Properties

CBRE, Inc.  
Brokerage Services

June 10, 2016

Wells Fargo Center  
1300 SW Fifth Avenue  
Suite 3000  
Portland, OR 97201-5609

503 221 4833 Tel  
503 221 4873 Fax  
503 545 8808 Mobile

alex.martinac@cbre.com  
www.cbre.com

Phoenix Urban Renewal Agency  
c/o Matt Brinkley  
157 South Main Street  
Phoenix, OR 97535

**Re: Letter of Intent to Purchase – Commercial property of approximately 1.08 acres)  
located at 170 E. Main Street in Phoenix, OR and further depicted in Exhibit "A"**

Dear Matt:

This letter (the "Letter") will serve to evidence the intention of **Embree Asset Group, Inc.** or its affiliated assignee (the "Buyer") and the **Phoenix Urban Renewal Agency** (the "Seller"), to enter into a transaction whereby Seller would sell to Buyer, and Buyer would purchase from Seller, the above-referenced improved real property (the "Property").

It will be the intent of Seller and Buyer to negotiate a definitive and binding Purchase and Sale Agreement (the "Agreement"), which will set out the final terms and binding obligations of the parties. Until the Agreement is prepared and executed, neither Seller nor Buyer shall have any obligation to the other, including but not limited to a legal duty to continue negotiations to reach such a definitive Agreement, and either party may discontinue negotiations at any time for any reason whatsoever. Further, this proposal and provisions set forth herein are not intended, and shall not be construed, as comprising or creating legally binding agreements, obligations, or responsibilities of either Buyer or Seller. The proposal is as follows:

1. **The Property:** The Property to be sold is located at 170 E. Main Street, on the west side of Hwy 99 and south of Oak Street in Phoenix, Oregon, described in Exhibit "A" hereto. It is contemplated that the Buyer will not need the full parcel(s) being purchased to accommodate their development plan. Buyer will need to modify existing easements with an adjacent property owner (Mike Kohn) and this may include an exchange of property for expanded easement rights. Buyer commits to Seller that any additional remainder property on the west side of the property being purchased, beyond their requirements for their intended development plan, may be retained by the Seller. This remainder property shall be referenced as an Exhibit to the Purchase and Sale Agreement to be negotiated between the Buyer & Seller. The final remainder parcel will be defined after the Buyer's Development Plan has been fully approved by the City of Phoenix.

2. **Purchase Price/Terms:** The aggregate Purchase Price for the Property (the "Purchase Price") will be **Three Hundred and Fifty Thousand Dollars (\$350,000.00)**, all cash at close of escrow.
3. **Deposit:** Upon execution by Buyer of the Agreement, as evidence of good faith, Buyer will place **Five Thousand Dollars (\$5000.00)** cash deposit (the "Deposit") in escrow with Fidelity National Title Insurance Company (the "Title Company/Escrow Agent"). The Deposit shall be placed in an interest bearing account, and interest earned thereon shall be credited to Buyer at close of escrow.

The Deposit will be applied to the Purchase Price in accordance with the Agreement, provided that the Agreement is fully executed and the transaction contemplated herein is consummated.

4. **Delivery Condition:** "As Is, Where Is" condition. Seller will maintain the Property in the same condition as exists on the Effective Date, reasonable wear and tear excepted.
5. **Inspection and Review:** Buyer shall have a period of **Sixty (60)** days following mutual execution of the Agreement and Sellers delivery of all due diligence materials (the "Inspection Period") to complete any investigations and evaluations of the Property's books and records, and physical, environmental, and title conditions, which Buyer may, in its sole discretion, deem appropriate to evaluate the suitability of the Property for Buyer's purposes.

Buyer shall have the right to extend the Inspection and Review Period for one (1) additional sixty (60) day period by providing Seller written notice and by depositing an additional **Five Thousand Dollars (\$5000.00)** "Additional Earnest Money Deposit". The Initial Deposit and the Additional Earnest Money Deposit shall become non-refundable but applicable to the Purchase Price upon the expiration of the additional Inspection and Review Period.

If Buyer, in its sole and absolute judgment and discretion, shall deem that the Property is not suitable for Buyer's purposes for any reason, then Buyer may, by giving written notice to Seller at any time prior to the expiration of the Inspection Period, terminate the Agreement, and upon such termination the Deposit, less escrow costs, shall be promptly repaid to Buyer and thereupon neither party shall have any further rights, liabilities, or obligations hereunder.

6. **Closing:** Closing would take place and the sale completed within **Thirty (30)** days after the expiration of the Inspection Period. Buyer shall have the right to extend the closing for **one (1)** additional **thirty (30)** day period by providing Seller written notice and by

depositing an additional **Ten Thousand Dollars (\$10,000.00)** earnest money deposit that shall become immediately non-refundable but shall be applicable to the purchase price. In addition, provided that the Buyer has diligently processed and filed all necessary applications and submittals required by the City of Phoenix, Buyer shall not be required to close escrow until the City has issued all necessary approvals and permits.

7. **Purchase and Sale Agreement:** The parties will attempt to negotiate and execute a mutually satisfactory Agreement within **ten (10)** days following execution by Buyer and Seller of this Letter. The first draft of the Agreement will be prepared and submitted by Buyer and submitted to Seller for review.
8. **Restrictions:** The Agreement will contain an exclusive use agreement with the Seller covering Seller's additional Agency Owned Property located in Phoenix whereby Seller covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the retained parcel for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Maxway, Big Lots, Odd Lots, Dollar Express, or any Wal-Mart concept..
9. **Closing Costs:** Seller shall pay for the Survey, title policy, ½ of all Escrow fees and all transfer taxes. Buyer shall pay for the ALTA Survey, any additional title endorsements requested by Buyer and ½ of all Escrow fees. Each party will be responsible for their own legal costs. All other costs associated with the closing of the transaction shall be paid by the Buyer and Seller as is customary for the county within which the Property is located.
10. **Brokers:** In the Agreement, Buyer and Seller will recognize **Alex Martinac** of **CBRE** as the Broker in connection with this transaction and that Seller will be responsible for commission due to Broker in the amount of **\$25,000.00**. The commission due to Broker will be per a separate agreement between Seller and Broker.
11. **Development Agreement:** The Agreement shall contain additional mutually agreed upon stipulations concerning the design and construction of the exterior of any proposed buildings or structures. Such stipulations shall be limited to materials selection; color of exterior materials; and architectural design elements such as fenestration, building articulation, etc.

CBRE © 2015 All Rights Reserved. All information included in this letter/proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive

agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

In consideration of Buyer's commitment to expend significant time, effort and expense to evaluate the acquisition of this Property, Seller agrees that after the execution of this letter and until the time of closing or termination of the Purchase and Sale Agreement, Seller will not offer the Property (or any interest in the Property) for sale or lease, nor negotiate nor solicit or entertain any offers from any other parties.

Acknowledgement below by Seller and return of a copy of this Letter will evidence agreement that the foregoing represents an accurate statement of mutual intent by both Buyer and Seller. In the event this Letter has not been fully executed and returned to the undersigned on or before 5:00 p.m. PDT, June 10, 2016, this Letter shall automatically expire and be null and void.

Regards,



Alex Martinac

cc: Embree Asset Group

AGREED & ACCEPTED  
**Embree Asset Group, Inc.**

AGREED & ACCEPTED  
**Phoenix Urban Renewal Agency, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA BILL**

**AGENDA ITEM:**

11 C

**AGENDA TITLE:** APPROVAL OF CITY MANAGER  
**JOB DESCRIPTION.**

**DATE:** July 5, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: XX

RESOLUTION: N/A

INFORMATION: N/A

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**EXPLANATION:** The City will begin recruitment of a new City Manager within the next 1-2 months. Developing a new job description will enable City Council to more clearly describe its expectations for the next City Manager as the position evolves to meet the City's changing needs.

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:** A revised job description should be adopted by City Council prior to recruitment of the new City Manager. City Council may choose to approve the job description with modifications based on discussion and deliberation.

**MOTION:** "I MOVE TO APPROVE THE JOB DESCRIPTION AND DIRECT THE INTERIM CITY MANAGER TO DEVELOP A RECRUITMENT STRATEGY FOR REVIEW BY CITY COUNCIL AT ITS NEXT REGULAR MEETING ON JULY 18."

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**

# CITY OF PHOENIX

## CITY MANAGER POSITION DESCRIPTION

Working under the supervision of the City Council, manages all phases of city operations. The incumbent will be responsible for the effective person and implementation of the city budget as approved by the City Council. Changes to the approved budget (employee pay adjustments, project additions, unplanned contract activities, etc.) as well as organizational changes will be submitted to the City Council for approval.

In addition to the lengthy list of duties and responsibilities in this document, the incumbent will be given frequent and diverse assignments by the City Council to implement city wide.

The City Manager is expected to demonstrate outstanding customer service in all interactions with the City Council, city employees, other agencies, businesses and the public at large.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

*The duties and responsibilities are not to be construed as all-inclusive. The essential duties will include other responsibilities as assigned or required.*

1. Effectively communicates frequently with the City Council on financial, organizational, employee, capital improvement and other issues.
2. Ensures the effective implementation of city and department wide policies, procedures, plans and ordinances. Ensures adherence to all approved ordinances.
3. Maintains effective relationships with internal and external stakeholders (personnel, elected officials, consultants, developers, business owners/managers, other governmental agencies and the general public).
4. Monitors and suggests revisions to goals and objectives progress in regular Council reports.
5. Maintains the City Council Action Log. Presents progress on the Action Log monthly to the City Council.
6. Develops and maintains an active Grant Application Program for all departments. Ensures grant funds received are utilized correctly and reporting requirements are met in a timely manner.
7. Ensures proper maintenance of public records while ensuring laws pertaining to public meetings are closely followed.
8. Maintains staff accountability for completing assignments and ensuring success with projects.
9. Provides supervision to Department Directors. Negotiates contracts, conducts performance evaluations, and applies discipline in accordance with City policies and procedures.
10. Conducts Interviews and makes hiring decisions for executive staff. Submits negotiated contracts to Council for approval prior to finalizing the hiring of exempt employees.
11. Ensures effective staff training programs and hiring processes are in place for all staff.
12. Reviews and adjusts department budget requests prior to submission to the Budget Committee. based on resource availability, goals, priorities and known council priorities.

13. Submits miscellaneous or major materials and services expenditures above the City Manager's designated authority (currently \$7500.00), to Council for approval.
14. The City Manager will submit any new funding matter (no matter how minor) that may be seen as precedent setting (i.e., transferring city monies to community organizations or other government agencies) to City Council for approval.
15. Develops, maintains, and implements Capital Improvement Plans for streets, water projects, equipment, buildings and other tangible assets.
16. Reviews difficult or sensitive customer relations issues and implements corrective actions in a timely manner.
17. Establishes and maintains a positive customer service approach (standards, training, evaluation) within the departments.
18. Represents Phoenix in professional groups and on committees (i.e., MPO, RVCOG, Medford Water Commission, local and state City Manager groups, etc.) to ensure the city is included in funding plans and has access to benchmarks and learning tools.

**EDUCATION AND EXPERIENCE:**

Bachelor's degree in Public Administration, Engineering, Business, Human Resource Management, Finance, Planning, or a closely related field. A Masters' Degree is preferred. An equivalent combination of education, management and supervisory experience, and training providing the knowledge, skills and abilities necessary to perform the essential functions of the position may be substituted on a case by case basis. Two-years of public agency management experience is desired.

**SKILLS AND ABILITIES NEEDED:**

1. Advanced data management and related analytical skills.
2. Strong presentation and speaking skills.
3. Advanced written and oral communication skills.
4. Ability to communicate and serve as a strong partner with the City Council.
5. Attention to detail while maintaining a "big picture" vision of the long term needs of the city.
6. Ability to quickly grasp new concepts and laws related to public agency management.

**KNOWLEDGE NEEDED:**

1. Foundational knowledge of laws and operational processes for city finances, planning, water systems, police operations, street maintenance and construction methods.
2. Knowledge and experience in materials, methods, techniques and regulatory guidelines used in construction, operations, and maintenance of public works water systems and public streets.
3. Principles and practices of program development and administrative services.
4. Mandated regulations for water distribution and delivery.
5. A working knowledge of basic RFQ/bidding and contracting processes related to water systems, street maintenance and other city operational needs.

6. Principles and practices of budget preparation and budget management.
7. Principles of supervision, training and performance evaluation.

**PHYSICAL DEMANDS OF THE POSITION:**

The physical demands of the position are consistent with a normal office environment that includes standing, bending, sitting and walking

**WORKING CONDITIONS:**

Work is performed primarily in an office environment with regular work site visits.

**SUPERVISION RECEIVED:**

Works under the general supervision of the City Council with significant latitude to complete assignments and program responsibilities independently.

CITY OF PHOENIX

JOB DESCRIPTION

**Title:** City Manager/Recorder  
**Department:** Administration  
**Reports to:** City Council  
**FLSA Status:** Exempt  
**Union Position:** No  
**Effective Date:** 10/01/08

**DEFINITION:** The City Manager/Recorder shall be the chief executive officer and head of the administrative branch of the city government and shall be responsible to the City Council for the proper administration of all affairs placed in his/her hands.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*The duties and responsibilities are not to be construed as all-inclusive. The essential duties will include other responsibilities as assigned and required.*

1. To supervise and control all administrative and business affairs of the City, and generally to manage its affairs and concerns, except the legislative and appointive powers vested in the Council and the judicial functions of the Municipal Judge.
2. To meet with City Council at regular and special meetings; to provide information or make presentations covering a variety of issues on municipal operations; to advise the City Council of financial conditions, current and future city needs and other issues of citywide concern and to provide recommendations to Council in their deliberations.
3. To see that all ordinances and the laws of the state are enforced. To see the provisions of the franchises, contracts, leases, permits and privileges granted by the City are fully observed and to report to the Council any violations thereof.
4. Serves as City's Election Officer. Handles all aspects of City elections, including preparing and distributing official notifications and elections information. Providing information to candidates and campaign committees and ensuring compliance with all county and state laws, regulations and requirements.
5. To exercise general oversight of all city departments and programs; to confer with department heads and other staff on varied operating and administrative issues; to propose and/or review departmental plans, programs and procedures. To hold weekly staff meetings of department heads to promote team building, communication, and cooperation between city departments.
6. To control the purchase, storage and distribution of all supplies and to establish and enforce standard specifications as set forth in the City's Purchasing Policy.
7. To contract for the performance of any work or for the furnishings of any supplies, materials or equipment, for each departments of the City as set forth in the City's Purchasing Policy.

8. To provide administrative direction to all City employees, directly or through subordinate department heads; to ensure satisfactory resolution of personnel issues; to review and provide final approval on hiring, discipline and termination recommendations; to act as lead negotiator in labor contract negotiations.

9. Serves as City's Budget Officer. To prepare and submit to the Council the annual budget estimate and such reports as may be required by the governing body. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control;

10. To confer with representatives of the city, county and other governmental agencies on a wide variety of concerns involving the coordination of city services and agreements.

11. To seek out financial resources available to the city and oversee any application made for grants by department heads.

12. Provides City staff and the public with general information about the City Charter.

13. Oversees public records requests from citizens, civic organizations, news media, and other public agencies in compliance with Oregon Public Records Law and City policies.

14. Oversees the preparation and distribution of population reports and census information to state agencies. Maintains a record of properties annexed into the City.

15. Performs or assists subordinates in performing duties;

16. Must be bondable.

**ESSENTIAL JOB FUNCTIONS:**

**Knowledge:**

1. Considerable knowledge of municipal government organization, power and functions; working knowledge of municipal finance, human resources, public works, public safety, and community development.

2. Knowledge of practices of public administration; budgeting and management;

3. Knowledge of Oregon land use and planning;

4. Knowledge in and commitment to citizen involvement in the public policies and processes used by local government.

**Abilities:**

1. Ability to research assigned projects independently; perform detailed work involving numerical data; organize and summarize information; maintain a high degree of confidentiality; and read, understand and apply ordinances, laws, policies and applicable to scope of work.
2. Ability to follow written and oral instructions and organize and prioritize work to meet deadlines and demands of workloads with a minimum of supervision while maintain accuracy and attention to detail.
3. Ability to communicate effectively, both orally and in writing, with employees, city officials, other organizations, and the general public to explain general established policies, procedures and systems using good judgment, courtesy and tact.
4. Ability to motivate and encourage high performance in employees.

**Skills:**

1. Skill in operating tools and equipment such as personal computer including word processing and spreadsheet programs, fax machine, copier, calculator, spreadsheet programs;
2. Skill in preparing and administering municipal budgets;
3. Skill in planning, directing and administering municipal programs;

**JOB QUALIFICATIONS:**

1. Graduate from an accredited four-year college or university with a degree in public administration, political science, business management or a closely related field, and five (5) years of experience as a municipal manager.

**PHYSICAL DEMANDS OF THE POSITION:**

1. While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. The position requires mobility. Duties involve moving materials weighing up to 25 pounds. Manual dexterity and coordination are required over 75% of the work period while operating equipment such as computer keyboard, telephone, fax, and copier, etc.
2. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to focus.

**WORKING CONDITIONS:**

1. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

2. The noise level in the work environment is typical of most office environments.

**AGENDA BILL**

**AGENDA ITEM:** 11 d

**AGENDA TITLE:** Request to waive or reduce fees  
Banner Installation Fees for Phoenix Car Show.

**DATE:** July 5, 2016

**ACTION REQUIRED:**

ORDINANCE: N/A

MOTION: XX

RESOLUTION: N/A

INFORMATION: N/A

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**EXPLANATION:** The City has received an application to hang a banner for the 2<sup>nd</sup> annual Phoenix car show event. The event focusses on classic and modified VWs, but this year will feature a special exhibit of a classic Porsche restored by a restoration business located in Phoenix. There will also be entertainment at this year's event which will be held at Blue Heron Park. The first event was well attended, and organizers expect higher attendance this year. Event organizers are requesting that the \$400 fee be waived or reduced.

**FISCAL IMPACT:** The banner fee recovers most costs associated with installation. Therefore, the City would absorb at least \$400 in costs. The event will promote Phoenix and draw visitors from other communities and would therefore could be covered by tourism and promotions allocations in the City's budget.

**STAFF RECOMMENDATION:** This event promotes the City of Phoenix as destination for recreational events and, in doing so, should support local businesses. Given what seems to be the recurring nature of the event and its potential impact as it grows, staff recommends waiving the installation fee.

**MOTION: "I MOVE TO APPROVE THE REQUEST TO WAIVE THE BANNER INSTALLATION FEE, AND AUTHORIZE THE USE OF TOURIST USAGE FUNDS TO PAY FOR COSTS OF INSTALLATION."**

**PREPARED BY:** M. Brinkley

**REVIEWED BY:**