



**City Council Meeting
Agenda
June 17, 2024
On or about 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/84286074979?pwd=3bsAXPgTml77YbO5DJJ3As6MnvKkng.ulqRLse9gpOBsnXj> Passcode: 561163

Or One tap mobile: +1 719 359 4580, 84286074979#, *561163# US +1 253 205 0468, 84286074979#, *561163# 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. Sufficiency of Budget Notice Letter, Doug McGeary,.....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. 2024/2025 SRO Contract with Phoenix-Talent School District,.....7

b. Minutes to Approve and File:

- 1. Minutes Special City Council Meeting May 30, 2024,..... 17
- 2. Minutes City Council Meeting/Public Hearing June 03, 2024,.....34

6. Consent Agenda Items Pulled for Discussion

7. Old Business

- a. Parks Master Plan Update Intergovernmental Agreement – University of Oregon,.....40

8. New Business

- a. A Resolution of the City of Phoenix Authorizing the Purchase of Properties West of N. Main Street, North of W. 1st Street and South of W. 2nd Street (381W09DD TLs 2600 & 3200),.....72
- b. Resolution No. 1125 – A Resolution of the City of Phoenix Enacting an Appropriation of Specific Purpose Grants,.....76

9. Ordinance: Reading/Adoption

- a. First Reading by Title Only of Ordinance No. 1040 – An Ordinance Vacating a Public Right-of-Way in the City of Phoenix; First Reading by Title Only of Ordinance No. 1041 – An Ordinance Dedicating Right-of-Way in the City of Phoenix (Second Reading on July 1, 2024),.....79

10. Staff Reports

- a. City Attorney
- b. City Manager
- c. Deputy City Manager

11. 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.

12. Adjournment



To be scheduled: City Council

- Monument Policy – TBS

To be scheduled: PHURA

- Annual Report – TBS

Upcoming City of Phoenix Meetings:

June 20, 2024	Parks and Recreation Committee Meeting 6:00 pm at 220 N. Main St.
July 01, 2024	City Council Meeting 6:30 pm at 220 N. Main St.
July 08, 2024	Planning Commission Meeting 6:30 pm at 220 N. Main St.
July 15, 2024	City Council Meeting 6:30 pm at 220 N. Main St.
July 18, 2024	Parks and Recreation Committee 6:00 pm at 220 N. Main St.
August 05, 2024	City Council Meeting 6:30 pm at 220 N. Main St.
August 12, 2024	Planning Commission Meeting 6:30 pm at 220 N. Main St.
August 15, 2024	Parks and Recreation Committee Meeting 6:00 pm at 220 N. Main St.
August 19, 2024	City Council Meeting 6:30 pm at 220 N. Main St.
September 03, 2024	City Council Meeting (Tuesday) 6:30 pm at 220 N. Main St.

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

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June 7, 2024

Denise Woodman
Budget Officer
City of Phoenix
112 W. 2nd Street
Phoenix, OR 97535

RE: Legal Opinion on Sufficiency of Corrective Action for Budget Publication Error

Dear Ms. Woodman,

I have been duly apprised of and have reviewed the facts concerning the recent issue regarding the publication of the notice and financial summary of the budget approved by the budget committee of the City of Phoenix. Based on the information provided, I believe the sources of this information to be credible and reliable.

As the attorney for the City of Phoenix, It has come to my attention that the City Recorder/Executive Assistant to the City of Phoenix, Jackson County, Oregon, submitted a timely request to the RVTimes newspaper, a paper of general circulation within the jurisdiction, to publish a notice of the meeting and a financial summary of the budget as approved by the budget committee, which was scheduled for adoption by the governing body of the municipal corporation. More particularly, the City Recorder sent the notice to the RVTimes newspaper, which returned a proof that the Recorder approved on May 23, 2024, for the public hearing notice to run on Saturday, May 25, 2024, the required period for notice of the Budget Adoption meeting with the City Council on June 3, 2024.

The City was not made aware that the notice was not posted in the newspaper until after the budget had been adopted. This failure to publish was due to an error on the part of the newspaper.

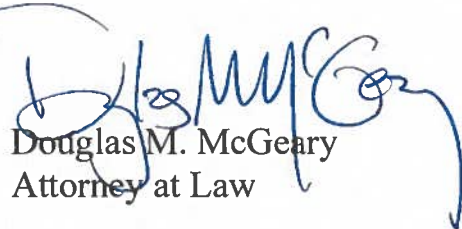
Also noted, the City Recorder posted notice of the hearing for the public adoption meeting on the city's official website and Facebook page, at the local Post Office, the Phoenix Civic Center, and emailed it to other local media sources on Thursday, May 30, 2024, five days before the meeting/public hearing.

Under ORS 294.451(1)(e), it is stated that notwithstanding any defect in the publication, including failure to publish within the periods required by law, a publication of notice and budget summary is considered sufficient for all purposes if a good faith effort is made by the budget officer of the municipal corporation.

Upon review, I find that the budget officer made a good-faith effort to ensure the timely notice and publication of the budget documents. Therefore, I conclude that the notice and publication of the budget documents were sufficient despite the newspaper's error.

This letter should be provided as part of the next public meeting for Council and public review and made part of the record for the City of Phoenix budget hearing on June 3, 2024. Please do not hesitate to contact me with any further questions or if you require additional information.

Sincerely,



Douglas M. McGearry
Attorney at Law

Cc 2024 Budget File
City Council



Agenda Report to Mayor and Council

Agenda item title: 2024/2025 SRO Contract with Phoenix-Talent School District

Meeting Date: June 17, 2024

From: Derek Bowker, Chief of Police

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

SUMMARY

Approval of the 2024/2025 school year SRO Contract.

BACKGROUND AND DISCUSSION

The Phoenix-Talent School District and the City of Phoenix enter into an agreement annually concerning the School Resource Officer position. This is the new "contract" for the 2024/2025 school year. The contract remains exactly the same as last year, with the only changes being the dates on the contract. The contract continues to provide the city with 50% of the SRO's salary and benefits on days that school is in session and children are present.

FISCAL IMPACT

The position has been budgeted for in the 2024/2025 budget year. The contract calls for the Phoenix-Talent School District to pay 50% of the SRO's salary and benefits for the time period that he/she is performing SRO duties for the Phoenix-Talent School District.

RECOMMENDATION

Approve the agreement between the City of Phoenix and Phoenix-Talent Schools Regarding School Resource Officer for 2024/2025.

PROPOSED MOTION

I move to authorize the mayor to sign the "Agreement Between City of Phoenix and Phoenix-Talent Schools Regarding School Resource Officer for 2024/2025."

ATTACHMENTS

Agreement Between City of Phoenix and Phoenix-Talent Schools Regarding School Resource Officer for 2024/2025.

**AGREEMENT BETWEEN
CITY OF PHOENIX AND PHOENIX-TALENT SCHOOLS
REGARDING SCHOOL RESOURCE OFFICER
FOR
2024/2025**

School Resource Officer Program

This Agreement is entered into by and between the Phoenix-Talent Schools (herein referred to as the "**District**"), and the City of Phoenix (herein referred to as the "**City**"): Goal and objectives of the Agreement include:

Goal and objectives of the Agreement include:

1. The Purpose of the School Resource Officer (**SRO**) Program is to:
 - a. Provide a safe learning environment and help reduce school violence;
 - b. Improve school-law enforcement collaboration on issues impacting students, staff and the local community;
 - c. Improve the perceptions and relations between students, school faculty, parents and law enforcement officials; and,
 - d. Provide a resource for students, school faculty, parents, law enforcement and other governmental agencies.
2. The District and the City desire to provide policing and community oriented services to the Phoenix High School located within the jurisdictional boundaries of the City of Phoenix, Oregon.
3. The District and the City recognize the potential for outstanding benefits of the School Resource Officer (SRO) Program to the citizens of the Phoenix-Talent School District and particularly to the students and faculty of Phoenix High School.
4. It is in the best interest of the District and the City, and the citizens within the boundaries of the Phoenix-Talent School District to initiate and continue this program.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the District and the City agree as follows:

ARTICLE I

Term; Roles and Responsibilities

The term of this Agreement is for the 2024-25 school year, which is currently scheduled to begin on August 20, 2024 and continue through June 11, 2025; provided that the school dates are subject to change by District for unforeseen circumstances. During the term of this Agreement, the City will be responsible for the roles and responsibilities outlined below as they pertain to the School Resource Officer Program:

SRO Agreement

1. Establishing a School Resource Officer (SRO) Program for Phoenix High School, the costs of which are to be shared between City and District as further described below. Such costs shall include salary and benefits for the SRO and all of the law enforcement equipment required to perform the duties of a police officer.
2. Engage in information sharing with the District and the High School Administrative Team to the extent necessary to ensure the safety of students, staff and visitors, so long as such sharing does not violate or compromise any privileges or confidentiality rights, any criminal investigations or the identity of confidential informants.

ARTICLE II

Rights and Duties of the City

The City shall provide a School Resource Officer (SRO) as follows:

1. The City shall assign one regularly employed police officer to Phoenix High School located at 745 N. Rose Street, Phoenix, Oregon.
2. The City shall assign the duties and supervision of the SRO to the Chief of Police, or his designee, who shall perform scheduled and non-scheduled visits to the school for the purpose of evaluating the performance of the SRO.
3. Regular Duty Hours of the SRO shall be as follows:
 - a. The SRO shall be assigned to the school on a full-time eight- (8) hour basis on those days and during those hours that the school is in regular session. The SRO shall further be responsible for law enforcement coverage at after-school activities such as football games, basketball games, dances, etc. The SRO will assist in coordinating the activities and assignments of other law enforcement personnel (reserve police officers) at these activities.
 - b. When school is closed due to in-service training, the SRO will perform patrol functions, unless otherwise specified by the Police Chief or designee.
 - c. During extended non-school periods, the SRO will be assigned to other non-school law enforcement duties as needed by the Chief of Police or designee.
 - d. The SRO will make every effort to schedule time off for vacations and floating holidays during periods when school is not in session.
 - e. The District will be consulted regarding any requests by the SRO for time off during periods that school is in session. Requests shall be submitted in a timely manner unless the request is an emergency such as illness of the SRO or a family member, injury or death. The SRO also must notify District of the SRO's absence in emergency situations.

SRO Agreement

- f. The SRO may be temporarily reassigned by the City during a law enforcement emergency or to participate in mandatory police training necessary to maintain the officer's proficiency as required by the Oregon Department of Public Safety and Standards (DPSST).

4. Duties, Obligations and Procedures of the SRO:

The SRO shall/will:

- a. Wear the established patrol uniform unless special circumstances require another form of dress as approved by District supervisor.
- b. Make classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement, drug and alcohol issues, youth programs and the like.
- c. Participate in discussions during class to establish rapport with students.
- d. Take appropriate law enforcement action in and around the school as required by law and consistent with the policies and procedures of the police department and District. Appropriate law enforcement action includes all those duties normally performed by a police officer, such as issuing traffic citations, investigating crimes and motor vehicle accidents, conducting interviews of suspects, victims and witnesses, collecting evidence, making arrests and writing reports.
- e. Notify the District as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the District reasonably requests to be reported.
- f. Assist other law enforcement personnel in conducting investigations involving students or employees of the District when requested and required to do so.
- g. Obtain prior permission, advice and guidance from school administrators before enacting any program within the school.
- h. Provide assistance to school administrators, faculty and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations that may result from students' unrest, unauthorized intruders, terrorist acts, bombs threats, active shooters, etc.
- i. Be thoroughly familiar with District policies and regulations related to safety and student conduct and discipline issues, including the District's Code of Conduct.
- j. Assist the District, its administrators, faculty and staff with violations of such policies as requested by District administrative personnel. However, the SRO shall not be expected to, or asked, to detain or take into physical custody any student or

SRO Agreement

other individual who has only violated a District policy or the District's Code of Conduct. It shall be understood and agreed upon that the SRO, as a law enforcement officer, can only detain or take into physical custody those students or other persons for whom there is reasonable suspicion or probable cause that they have committed a crime as defined under Oregon Revised Statute or Federal laws. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a temporary problem or emergency, the SRO may assist the school, if the SRO's duties permit, until the problem is resolved.

- k. Be familiar with and abide by all relevant District policies and regulations while on District property.
- l. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, district administrators, parents, law enforcement, other governmental agencies and community members.
- m. Coordinate efforts with campus supervisory personnel, i.e. student managers, campus supervisors, hall monitors, parking attendants and building security personnel.
- n. Maintain detailed, accurate and up to date records as required by the City and District.
- o. Meet regularly with juvenile authorities concerning information of juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies and other governmental agencies that service the District's community.
- p. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.
- q. Provide information regarding community programs so that proper referrals can be made and appropriate assistance can be accessed by students in need of such services. These programs may include mental health programs, drug treatment programs, etc. The SRO may refer students to such agencies, when necessary, thereby acting as a resource person to the students, staff faculty, parents and administration. The SRO may also refer students to school counselors as needed. Referral guidelines shall be determined by the District.
- r. Maintain confidentiality of any and all information obtained during investigations and interviews and shall not disclose the information, except as provided by law or court order, or as deemed necessary to ensure the safety of students and staff and the physical security of the high school.
- s. Maintain confidentiality of District records and information, discussions, etc., in accordance with District policies and State and Federal law. Without limiting the foregoing, the Phoenix Police Department and SRO acknowledge and agree that student education records are subject to the provisions of the Family Educational

SRO Agreement

Rights to Privacy Act (FERPA), that SROs are deemed to be "school officials" under FERPA, that SROs are under the direct control of District with respect to the use and maintenance of education records by SROs, and that SROs will only use personally identifiable information from education records in connection with the purposes of this Agreement and will not redisclose any such personally identifiable information, including but not limited to any other employees of the Phoenix Police Department who are not also SROs, without the consent required by FERPA unless such disclosure is otherwise exempt from the FERPA consent requirements.

- t. Perform other duties that will promote the purpose of the SRO program and which are mutually agreed upon by the District and the City.

The Chief of Police and the District must mutually agree upon any additions or changes to the above instructions.

ARTICLE III

The District shall provide the SRO with the following materials, facilities and assurances that are deemed necessary for the performance of the SRO Program:

1. A private, secure office to conduct interviews, investigations, and other law enforcement activities in a confidential environment and access to records that are deemed necessary and appropriate by the District in order for the SRO to successfully accomplish his assigned task. The SRO shall maintain the confidentiality of all such activities. The school administrator, or his/her designee, shall be apprised of any information of a sensitive nature once the SRO has conferred with the Chief of Police or his designee, if there is a possibility of any impact upon the school, faculty or students. The school administrator shall discuss such information only with those necessary on a "need to know" basis.
2. The District shall provide a desk, filing cabinet with locking system, telephone, computer with peripherals, internet access, office supplies and office furniture for use of the SRO.
3. Assure that all District employees cooperate in investigations and interviews consistent with District policies and procedures in those cases where the District employee is not a suspect in a criminal investigation.

ARTICLE IV

Funding

1. The City shall be responsible for paying the SRO's salary and benefit package and supplying all law enforcement equipment to SRO. District will reimburse the City in the amount of one-half the SRO's salary and benefits for those days the SRO is on duty and children are attending school [i.e. SRO salary per day multiplied by 176 (approximate) days divided by two].

ARTICLE V

Evaluation and Future Funding

Prior to June 30 of the current year of agreement, the parties shall meet to evaluate the effectiveness of the School Resource Officer (SRO) Program and consider whether modifications to the program are necessary or advisable to accomplish its purpose prior to the succeeding school year. The parties agree to cooperate and negotiate in good faith in fulfilling the intent of the parties concerning continuation of the program. The determination of future funding availability for the SRO program will be the responsibility of the City, and largely based on the City's ability to otherwise maintain or increase the current levels of police officer staffing to serve the citizens of Phoenix.

ARTICLE VI

Appropriations

The obligations of each party under this agreement are contingent upon adequate funds for that purpose being available, budgeted, appropriated and otherwise made available.

ARTICLE VII

Employment Status of School Resource Officer

The School Resource Officer shall remain at all times an employee of the City and shall not be an employee of the Phoenix-Talent School District. The City shall be responsible for paying all salary and other compensation to the SRO and shall be responsible for providing workers compensation to SRO. The District and the City acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Phoenix Police Department. The School Resource Officer shall remain responsive to the chain of command of the Phoenix Police Department.

The School Resource Officer shall be accountable to the District Superintendent or his/her designee (i.e. high school principal) for his/her behavior and conduct while at the school. The District has the rights and responsibilities to report any alleged misconduct, malfeasance or nonfeasance of office, non-compliance with the District's policies or other questionable behavior on the part of the SRO, to the Chief of Police or his designee. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone. All such reports, either written or verbal, shall have, as a minimum, a statement of the allegations, a description of any supporting documentation and/or evidence and a list of all witnesses that have any knowledge of such allegations.

The Chief of Police, or his/her designee, and the District Superintendent, or his/her designee, shall meet annually prior to the SRO's anniversary date of assignment to complete a performance evaluation.

SRO Agreement

ARTICLE VIII

Qualifications of the School Resource Officer

1. The School Resource Officer must meet all of the following requirements and perform in accordance with the attached position description:
 - a. Must be a volunteer for the position of School Resource Officer.
 - b. Must indicate a willingness to hold the position for a minimum of three (3) years.
 - c. Must be a full-time permanent certified police officer with the Phoenix Police Department with a preferred minimum of three (3) years law enforcement experience.
 - d. Must have maintained the requirements necessary for employment as a police officer with the Phoenix Police Department and State of Oregon.
 - e. Must agree that if voluntarily assigned for the position of School Resource Officer, he/she will not seek a transfer from the position until the end of the school year and that he/she will not schedule time off or vacations during the periods when school is in session.
 - f. Among additional criteria for consideration for the position of School Resource Officer are job knowledge, experience, training, education, appearance, attitude, communication skills and bearing, ability to deal with difficult individuals, ability to mediate disputes and engage in conflict resolution.
 - g. When it becomes necessary to replace the School Resource Officer due to transfer, promotion, resignation or other causes, the Chief of Police or his designee shall notify the District of the impending vacancy within five (5) working days of becoming aware of such pending vacancy.

ARTICLE IX

Termination of Agreement

Any party may terminate this agreement by giving the other party sixty (60) days written notice. The District may also terminate this Agreement for cause as provided in Article X, Section 2, of this Agreement.

ARTICLE X

Dismissal or Replacement of the School Resource Officer

1. In the event that the District believes the School Resource Officer is not effectively performing his/her duties and responsibilities, the District shall recommend to the Chief of Police, or his designee, that the School Resource Officer be removed from the program, and shall state the reasons in writing. The Chief of Police, or his designee, shall formally meet with the School Resource Officer and the District to mediate or resolve any problems that may exist. At such meeting, specified school staff will be invited to be present and offer pertinent information as necessary. If, within thirty (30) days after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event, the Chief of Police does not seek mediation, the School Resource Officer shall be removed from the program.

SRO Agreement

2. The District may terminate this agreement without prior notice or demand the immediate removal and replacement of the SRO based upon acts of flagrant misconduct by the SRO.
3. The Chief of Police may dismiss or reassign the School Resource Officer based upon violation of departmental rules, regulations, and/or departmental directives, or when it is in the best interest of the Phoenix Police Department to do so in emergency situations.
4. In the event of resignation, dismissal or reassignment of the School Resource Officer, or in the case of long-term absences by the SRO, the Police Department will attempt to provide a temporary replacement of the School Resource Officer within thirty (30) days of receiving notice of such absence. A permanent replacement for the School Resource Officer shall be attempted to be made as soon as practical.
5. The School Resource Officer may be transferred from his/her position, for administrative reasons, during the school year at the discretion of the Chief of Police. The SRO may request transfer to another position at the end of the school year, and said request must be in writing. Transfer decisions shall be made at the discretion of the Chief of Police.

ARTICLE XI

Good Faith

The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this agreement and unforeseen questions and difficulties that may arise by good faith negotiations before resorting to any litigation.

ARTICLE XII

Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this agreement shall be binding, unless hereafter made in writing and signed by the affected parties.

ARTICLE XIII

Non-Assignment

This agreement, and each and every covenant herein, shall not be capable of assignment except with prior consent of all parties.

ARTICLE XIV

Merger

This agreement constitutes a final written expression of all terms and conditions of this agreement and is a complete and exclusive statement of these forms.

SRO Agreement

ARTICLE XV

Indemnification

Each Party is responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), only for the acts, omissions, or negligence of its own officers, employees or agents. Each Party shall maintain at its own expense and keep in effect during the term of this Agreement comprehensive general liability insurance or self-insurance including contractual liability, with minimum limits that are not less than the limits stated in ORS 30.270. The Phoenix Police Department shall be included as additional insured on the District's policy, and the District shall be included as additional insured on the Phoenix Police Department's policy. To the extent permitted by the Oregon Tort Claims Act, each Party (the Indemnifying Party) shall be responsible for an shall indemnify, defend and hold the other (the Indemnified Party) free and harmless from any and all costs, claims, losses, expenses (including but not limited to attorneys' fees), actions or causes of action, and liability of any nature including, without limitation, liability for any damages to property (whether real or personal) and injury (up to and including death) to persons, suffered by the Indemnified Party directly or from a third-party claim arising out of or relating to the actions of the Indemnifying Party under this Agreement.

ARTICLE XVI

Effective Date

This agreement is effective upon the date of the last party to sign.

By: _____
Michael Campbell, Board Chair
Phoenix-Talent Schools

Date: _____

By: _____
Brent Barry, Superintendent
Phoenix-Talent Schools

Date: _____

By: _____
Kalin Cross, Principal, Phoenix High School

Date: _____

By: _____
Eric Swanson, City Manager, City of Phoenix

Date: _____

Special City Council Meeting Hybrid Meeting in Person and Via Zoom Thursday, May 30, 2024

1. CALL TO ORDER:

Mayor Baker called the City Council's hybrid meeting to order on Thursday, May 30, 2024, at 6:30 p.m.

ROLL CALL:

PRESENT: Terry Baker, Angie Vermillion, Karen Shrader, Krista Peterson, Scott Clauson, Jillian Shainholtz, and Larry Dickson

STAFF PRESENT: Eric Swanson, City Manager
Joe Slaughter, Deputy City Manager
Doug McGeary, City Attorney
Bonnie Pickett, City Recorder
Derek Bowker, Chief of Police
Jeff Price, Lieutenant
Denise Woodman, Contracted Finance Director
Becca Pearson, Human Resource and Payroll Coordinator
Chris Stephenson, Public Works Superintendent

2. PLEDGE OF ALLEGIANCE:

3. DISCUSSION:

a. Proposed 2024/25 Budget

The staff went through the questions that were emailed to staff regarding the 2024/25 proposed budget. Each department came forward and presented the answers to the questions. The questions have been attached to the minutes for reference.

The next questions to be answered concerned the Police Department. Chief Bowker answered questions from the Council regarding vehicles and staff.

Eric Swanson, City Manager, answered questions on how Police Vehicles are purchased and how the City receives the best value.

Joe Slaughter, Deputy City Manager, addressed questions related to Community Development and Public works. He answered questions regarding water and street repairs and gave a brief explanation of how urban renewal taxes work and how they can be used.

Denise Woodman, Contract Finance Director, answered questions related to the proposed budget's general finances and possible changes.

The Council discussed the budgets' end balance and starting balance for 2023/24 and 2024/25.

Ms. Woodman answered questions from the council regarding the budget and fund balances.

The Council discussed the budget funds to understand the funds and balances further.

Mr. Swanson answered questions regarding the Executive Department and general questions regarding the budget. He spoke about how the City has run efficiently with a great deal of grant funds from outside sources to fund capital projects. Mr. Swanson noted the budget resolutions will be brought to the Council at the next Council meeting.

The Council expressed its concerns regarding the costs of capital projects and staffing. They spoke about the work that has been put into a complex, balanced budget, noting that the budget presentation shows how the staff will continue to manage it conservatively.

The Council discussed setting a date to complete the audit with possible outside help to meet the goal.

Mr. Swanson noted that we have in-house staff familiar with the accounting software and have been working with the Secretary of State to complete the audits.

Ms. Woodman noted that the City has been in contact with the Secretary of State and explained that the documents are being put in order for the audit to be completed. She expressed there must be a great deal of understanding of the accounting software to understand what has been done outside of the accounting software.

Mr. Swanson spoke about the ribbon cutting for the Government and Public Safety Center. He noted a speed study done on Hwy 99 to lower the speed due to additional pedestrian traffic. Mr. Swanson answered questions about the grand opening of Black Bird.

10. ADJOURNMENT:

The meeting adjourned at 8:52 p.m.

Respectfully submitted by,

Bonnie Pickett
City Recorder

Questions received for the Special City Council meeting regarding the budget, Thursday, May 30, 2024 at 6:30 pm.

1. For the police budget the increase of \$177,000 for personnel is that for two new hires? In budget meeting we spoke of grant funding for one of the two proposed new hires, Is that included in this \$177,000 increase? What other items make up this proposed increase?
2. As too the \$275,000 in capital outlay spending in the police budget. How many vehicles will that purchase?
3. How many police vehicles do we have now? What is the mileage and year on each these vehicles?
4. Can you give the total in the proposed budget for all capital outlay projects throughout all departments for 2024-2025?
5. How many properties does PHURA own? How much upkeep do they require? I understand there will be additional staff time if projects or developments are embarked upon.
6. Why do we have large \$400,000 of contingency In the general fund on page 41 in the budget summary when 20 2122 and 22-23 head zero contingency?
7. Also on page 41, why has miscellaneous revenues gone down from a high of \$303,247 to \$5000 this year?
8. On page 37 why has miscellaneous revenues gone down by 85,500 for this budget session?
9. Also On PG 37 of the budget packet it shows it personnel services are going up \$441,000. Can we have a breakdown of what this is?
10. Also on page 37, the contingency and ending fund balance at the bottom of the page shows 3,650,000 for 2324 2425 \$6,400,000 balance wondered why the almost \$3 million change from last year to this year.
11. The executive budget went from 174,700 last year to proposed budget of 263,000 this year a 50% + increase. Can you break the down the \$90,000 change in this number for us?
12. With Planning department slowing down as our rebuild has had so much accomplished are we able to pair down the budget for planning?
13. How much time does Staff spend on PHURA? It is mentioned in the Budget Binder that there are no specific projects identified for the upcoming year. It would be helpful to know how much time was spent last year (January 1, 2023-December 31, 2023) and then current YTD 2024. With the ending of the Grant Program I am curious how much time PHURA is going to actually require.
14. I would like a 2024 YTD update on how many residential and commercial permits have been issued from the Planning Department.
15. I would like to know of any past used car purchases of Police cars. Have we done this or only purchased new?
16. I would like to have a total of street water repairs made by Public Works for 2022, 2023, and YTD 2024.

17. I would like to know what the increase in monthly revenue is from getting the PH3 water customers into the city
18. I would like to know how accurate the beginning balance is on the Budget since we have 2 unaudited Budgets. Is there a bank statement that can be provided to show the starting balance of \$2,150,000?
19. I would like to see where the increase in city employees are dispersed. Is it a total of 8 employees that the City is looking to hire in 2024-2025?
20. What the additional yearly expense the new PSB is going to cost the City to operate and upkeep. Is this shown anywhere on the 2024/2025 budget? The money coming from Fire District 5 is just to cover half of the shortage of the \$3.5 million shortage. Or are they additionally paying for the monthly upkeep, and utilities?
21. Please explain the Total General Fund(\$1,278,450) and the Grand Total (\$1,201,450) totals on page 35 in the Change in Balance column.
22. Is it possible to place a hold on hiring until January when we know that the property tax revenue will be a true number?
23. The ending balance of \$354,000 for the Adopted Budget of 2023-2024 seems small to start the new fiscal year 2024-2025.
24. The beginning balance for the Proposed Budget of \$2,150,000 must include part of the property tax coming in December.
25. I would like you to consider having a vote on repairing or replacing the pickup for Code Enforcement.
26. I would like you to consider delaying the capital outlay of \$275,000 for the Police Department until next year to review after the new contract is established with the Union.
27. Will the City still have the money available without going to the taxpayers?
The residents of Phoenix medium household income is \$47,382. The employment rate is 50.5%. There are a lot of retired residents in the city.
28. Before the actuals for 2022-2023 (full Year) and the 2023-2024 (to date) is distributed to the Phoenix Council, I feel the following expenses should be put on hold:
\$300,000 for the 1st Street project
\$67,000 Parks Master Plan
29. I realize the city doesn't have much control over Public Works - Water
I would like you to consider delaying the \$100,000 Capital Outlay for a vehicle. The short fall would then be \$96,500.
30. The adopted Budget Expenses for LY \$6,212,615 Revenue \$5,950,00 Short \$262,515. The proposed Budget Expenses for TY \$7,477,500 Revenue \$7,281,000 Short \$196,500
31. Overall there are areas of spending that can be put on hold and the city can run efficiently.

Order of Presentation

Human Resources

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9. Also On PG 37 of the budget packet it shows it personnel services are going up \$441,000. Can we have a breakdown of what this is?
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Police

2. As too the \$275,000 in capital outlay spending in the police budget. How many vehicles will that purchase?
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25. I would like you to consider having a vote on repairing or replacing the pickup for Code Enforcement.
13 vehicles

Community Development and Public Works

5. How many properties does PHURA own? How much upkeep do they require? I understand there will be additional staff time if projects or developments are embarked upon.
12. With Planning department slowing down as our rebuild has had so much accomplished are we able to pair down the budget for planning?
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Finance

4. Can you give the total in the proposed budget for all capital outlay projects throughout all departments for 2024-2025?
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City Manager

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The residents of Phoenix medium household income is \$47,382. The employment rate is 50.5%. There are a lot of retired residents in the city.
- 31. Overall there are areas of spending that can be put on hold and the city can run efficiently.

Joe Slaughter Responses for May 30, 2024 Special Council Meeting

5. How many properties does PHURA own? How much upkeep do they require? I understand there will be additional staff time if projects or developments are embarked upon.

Three. The properties are maintained as needed. For instance, the HOP property has been occupied with job trailers, construction vehicles, and equipment and materials for the past two years – so there has been very little maintenance required. The other two properties have weeds cut approximately 2-3 times per year. Upkeep and maintenance of the PHURA properties is only a small portion of what City staff does for PHURA. City staff developed the Urban Revitalization Grant program for PHURA and they administered the grant program. City staff plans, directs, and coordinates property sales and purchases for PHURA. City staff keeps track of all financials for PHURA and contracts as needed with PHURA attorney and others to keep PHURA in regulatory compliance. City staff develops the plan for PHURA budget and priorities. City staff identifies increased revenues within PHURA and has started the work to develop future priorities for PHURA given increased budget. City staff runs PHURA like they do the City, without any compensation to the City for the work performed by its staff. The exact number of hours spent on these activities are not known because City Staff has never tracked and billed their time to PHURA. There has never been a need because PHURA had no funds to compensate the City for this work. PHURA now has funds and should be paying for the resources it is using. PHURA pays no staff. They have no facilities or equipment. All activities done on behalf of PHURA by City employees has been done with City equipment and office spaces at the sole expense of the City to maintain equipment and facilities, pay for utility use, etc. It is not equitable to City tax payers to continue to subsidize PHURA operations – especially given the fact that PHURA revenue has grown significantly in the past few years with most new commercial development in Phoenix occurring within PHURA boundaries. This means the City collects no new additional tax revenue from this development as 100% of the increment goes to PHURA.

12. With Planning department slowing down as our rebuild has had so much accomplished are we able to pair down the budget for planning?

We are roughly 40% through the current year (2024) ($5/12=41.66\%$). We have approved 171 permits in 2024 compared to 405 permits in 2023, which is 42.22% of last year's total. So, it is not true that the planning department is slowing. In fact, the pace has remained remarkably similar year-to-year. In addition to the pace remaining consistent, the nature of the permits has changed and the complexity has increased. This can be seen in the ratio of

commercial to residential permits between the two years. While much of what was permitted in the two years following the Alameda Fire were permits for replacement homes, what we are seeing now are mostly permits for commercial and multi-family residential developments. This is reflected in the valuation of all permits to date - \$18,648,156 compared to \$35,784,842 for all of last year. So, as we are 40% through the year, the total permit value is already 52% of last year's total. Even more telling is the fees collected for permits this year compared to last. These fees include system development charges for new developments. These SDCs are not charged on replacement buildings as there are no additional system impacts from like-for-like replacements. To date \$780,340 in fees have been collected in 2024 compared to \$466,053 for all of 2023. 40% through the year we have already collected 167% of last year's total for fees. If this pace continues, we will collect roughly 4 times the amount of fee revenue compared to last year. But planning department activity is not simply a measure of number of permits issued. There is a lot of time that goes into discussions about projects that are never permitted. There is also considerable time spent well in advance of permits and well after permits are issued. Furthermore, much of what planning does is set the stage for development that might not occur for decades. The planning department did the work to expand the urban growth boundary and make annexation of PH-3 and PH-5 possible. This work is not seen in current permit data, but this work has already added significantly to the City's tax base, water customer base, and has caused much of the redevelopment of PH-3 to now be done through the City permitting process. Planning is also working to meet State requirements around housing production strategies and climate friendly and equitable communities rules, along with amending parks and transportation master plans to account for expanded City area. Without this work, new development in PH-5 will not be possible and the City could miss out on enormous opportunities for economic development. Planning is also in the process of updating the City's development code and creating a new zone for development in PH-5. Planning was asked to evaluate current fee methodologies to ensure that fees being charged for parks and streets on utility bills were being done correctly and to evaluate current fees (both utility fees and SDCs) against costs of planned capital improvements and operational expenses. Planning also does the work of providing detailed requests for grant and legislative funding requests. Planning then coordinates the development of capital projects monies are received for. Planning also tracks project expenses and works with Finance to receive reimbursement for project expenses through appropriate sources. When it comes to grown and development - which is the economic engine for the City - Planning is both laying the track and driving the train. Without planning, the train stops.

13. How much time does Staff spend on PHURA? It is mentioned in the Budget Binder that there are no specific projects identified for the upcoming year. It would be helpful to know how much time was spent last year (January 1, 2023-December 31, 2023) and then current YTD 2024. With the ending of the Grant Program I am curious how much time PHURA is going to actually require.

See response to question #5. City staff will track time in the upcoming year. Billable rates will be determined based on the actual cost of the employee doing the work (salary + benefits), plus costs associated with other city resources (tools, equipment, space, consumables, etc.) used to deliver the services. Much like a business would operate but without profit to the City. The City has, and will continue to, provide top notch services to PHURA, and these services will be delivered to PHURA by the City for a lesser cost than PHURA can find elsewhere. But the City should no longer be operating at a loss financially when it comes to PHURA. The money budgeted for this work is only an estimate. Should the City bill less time than the budgeted amount for the upcoming year, PHURA will spend less on City services than budgeted. However, if PHURA should wish to use more City services than it has budgeted for the upcoming year, PHURA would have to amend its budget to continue to fund those services through the end of the year once budgeted funds are depleted. As stated in this inquiry, the scope of work for PHURA for the upcoming year is not entirely known. Given this fact, it is recommended that PHURA budget an amount that will provide flexibility to fund work as needed in order to continue the remarkable forward momentum of the Agency.

14. I would like a 2024 YTD update on how many residential and commercial permits have been issued from the Planning Department.

See response to #12 above. More details available if needed.

16. I would like to have a total of street water repairs made by Public Works for 2022, 2023, and YTD 2024.

Not clear what this is looking for. We do not track total costs of street and or water repairs throughout the year. We budget costs for employees, materials, equipment, etc., needed to complete repairs as needed and then operate within those budgeted amounts. We fix 100% of water leaks discovered. We repair streets as prioritized within our budgeted staff time and costs. Major repairs/improvements are budgeted for in capital projects.

28. Before the actuals for 2022-2023 (full Year) and the 2023-2024 (to date) is distributed to the Phoenix Council, I feel the following expenses should be put on hold:

\$300,000 for the 1st Street project
\$67,000 Parks Master Plan

The \$300,000 for the 1st Street project are available within the Streets capital fund. This project is also shown as needed to be completed in the City's Capital Improvement Plan. If this project is not funded, the money will remain available within the Streets capital fund and will not be available to help with other expenses such as Police personnel or vehicles.

The City received a grant from the Oregon Parks and Recreation Department to cover 60% of the cost of the Parks Master Plan update. The City cost is less than \$27,000 and will be paid for out of Parks SDCs. Like with the 1st Street project, not spending this money will result in the funds remaining in the Park SDC fund and providing no benefit (at least not for now) to the City. These monies cannot be used to cover other non-parks capacity related costs.

29. I realize the city doesn't have much control over Public Works - Water
I would like you to consider delaying the \$100,000 Capital Outlay for a vehicle. The short fall would then be \$96,500.

The City has complete control over the Public Works Water funds. No other entity, group, etc. has any control over these funds. But these funds are enterprise funds. This means that the charges for water service are meant to cover the cost of the delivery of that service. Water should not be collecting any more or any less than it takes to operate the water system - including costs for capital improvements and replacement of capital assets. Water funds cannot be used to pay for other City services not related to the delivery of the water service. Like with the 1st Street project and the Parks Master Plan update, the funds are available within the water fund to purchase an excavator needed to maintain the water system. If this equipment is not purchased, it will not be available for use in operating and maintaining the system. The funds will remain within the water fund and provide no benefit to the City in making up for budget needs elsewhere.

1. For the police budget the increase of \$177,000 for personnel is that for two new hires? In budget meeting we spoke of grant funding for one of the two proposed new hires, Is that included in this \$177,000 increase? What other items make up this proposed increase?

There are a lot of factors that go in to this budget figure. This increase includes one proposed new hire (at a lateral level). Other items that impact this figure are a 3% COLA, annual step and longevity increases, holiday and vacation sell back. The salary increase for the two sergeant positions were scheduled for half the year of the previously adopted budget.

If the City applies for and receives a COPs grant, a budget adjustment would be completed to recognize the grant funding and the increase is positions.

2. As too the \$275,000 in capital outlay spending in the police budget. How many vehicles will that purchase?
3. How many police vehicles do we have now? What is the mileage and year on each these vehicles?
4. Can you give the total in the proposed budget for all capital outlay projects throughout all departments for 2024-2025?

General Fund Police Vehicles - \$275,000

Page 49 Capital Projects Fund – Parks Master Plan \$67,000 (\$40,000 Grant, \$27,000 Parks SDC)
1st Street Pavement \$300,000 (\$300,000 Street Fund Transfer)

Page 53/Page 65 Street and Water - Excavator and Trailer \$150,000 (1/3 Street, 2/3 Water)

Page 61 Pheonix Recovery Fund – Generator and any outstanding Bldg Exp \$400,000

Page 67 Capital Projects Water - \$5,550,000 Water Line Relocation, Reservoir and PH5 Infrastructure.

5. How many properties does PHURA own? How much upkeep do they require? I understand there will be additional staff time if projects or developments are embarked upon.
6. Why do we have large \$400,000 of contingency In the general fund on page 41 in the budget summary when 20 2122 and 22-23 head zero contingency?

The FY21/22 and FY 22/23 are actual numbers. There was no contingency funding expended in these years. The budgeted contingency is consistent with the previous year.

7. Also on page 41, why has miscellaneous revenues gone down from a high of \$303,247 to \$5000 this year?

The Misc. Revenue in FY21/22 is has funding that came in from RVCOG for the Fire Relief. This funding was designated for specific projects. Generally there is very little revenue recorded in the Miscellaneous Revenue.

8. On page 37 why has miscellaneous revenues gone down by 85,500 for this budget session?

FY 23/24 had Misc. Grant Revenue from the State Fire Marshall for the purchase of equipment for the Public Works Department.

9. Also On PG 37 of the budget packet it shows it personnel services are going up \$441,000. Can we have a breakdown of what this is?

As with question number 1, there are a lot of factors that go in to this budget figure. This increase includes one proposed new hire (at a lateral level) for Police and one proposed new hire to fill the cashier position that supports all departments. Other items that impact this figure are a 3% COLA, annual step and longevity increases, holiday and vacation sell back. The salary increase for the two sergeant positions were scheduled for half the year of the previously adopted budget.

10. Also on page 37, the contingency and ending fund balance at the bottom of the page shows 3,650,000 for 2324 2425 \$6,400,000 balance wondered why the almost \$3 million change from last year to this year.

The City had 2.5 million in interim financing for the new GaPSC building that was used to cover expenditures while grant funding reimbursements were being requested and received. That interim funding was repaid during this fiscal year.

11. The executive budget went from 174,700 last year to proposed budget of 263,000 this year a 50% + increase. Can you break the down the \$90,000 change in this number for us?

Along with the payroll increases discussed on question #1, staff performing executive department duties are being allocated to the Executive Department. This includes a portion of the Deputy City Manager and a larger portion of the Executive Assistant/City Recorder.

12. With Planning department slowing down as our rebuild has had so much accomplished are we able to pair down the budget for planning?
13. How much time does Staff spend on PHURA? It is mentioned in the Budget Binder that there are no specific projects identified for the upcoming year. It would be helpful to know how much time was spent last year (January 1, 2023-December 31, 2023) and then current YTD 2024. With the ending of the Grant Program I am curious how much time PHURA is going to actually require.

Along with Joe's comments, the Finance Department staff spends time each month for processing property tax revenues and accounts payable, monthly bank reconciliations, managing the debt service, preparing the budget, overseeing the audit and completing of the annual report.

14. I would like a 2024 YTD update on how many residential and commercial permits have been issued from the Planning Department.
15. I would like to know of any past used car purchases of Police cars. Have we done this or only purchased new?
16. I would like to have a total of street water repairs made by Public Works for 2022, 2023, and YTD 2024.
17. I would like to know what the increase in monthly revenue is from getting the PH3 water customers into the city.

The Charlotte Ann Water District customers have been billed through the Medford Water Commission through March of this year. The City of Phoenix has completed on utility billing cycle which includes the CAWD customers. A monthly revenue figure of \$17,000 was used for the FY24/25 proposed budget for the addition of the CAWD customers. This is a conservative figure that would be reflective of the winter month usage. The final billing issued to CAWD customers was \$20,697.

18. I would like to know how accurate the beginning balance is on the Budget since we have 2 unaudited Budgets. Is there a bank statement that can be provided to show the starting balance of \$2,150,000?

The Beginning Fund balance is a projection based on the prior year ending balance and estimated revenue and expenditures for the current year. Two separate staff members did a calculation for projected beginning fund

balances. The lower of the projections was used for the proposed budget. With the audits not completed, there is always the possibility of audit adjustments. Staff has been diligently working through reviewing all of the prior transactions, making audit adjustments less likely.

The City of Phoenix has more than one bank account plus the State of Oregon Local Government Investment Pool. The Finance software uses a pooled cash accounting system that tracks revenues and expenditures for all funds. There is no bank statement that would show a starting balance of \$2,150,000.

19. I would like to see where the increase in city employees are dispersed. Is it a total of 8 employees that the City is looking to hire in 2024-2025?

As noted earlier, there are two new positions in the proposed budget, one police officer in the general fund and one cashier distributed through all funds with 50% distributed to the Water Utility Fund to reflect the work required workload.

20. What the additional yearly expense the new PSB is going to cost the City to operate and upkeep. Is this shown anywhere on the 2024/2025 budget? The money coming from Fire District 5 is just to cover half of the shortage of the \$3.5 million shortage. Or are they additionally paying for the monthly upkeep, and utilities?

The City is projecting \$50,000 to \$60,000 for Utilities, Insurance and Maintenance on the GaPSC bldg. The Fire District will be responsible for approximately ½ of this amount along with ½ of the debt service payment.

21. Please explain the Total General Fund(\$1,278,450) and the Grand Total (\$1,201,450) totals on page 35 in the Change in Balance column.

The \$1,278,450 would be the change in Beginning to Ending Fund Balance if the revenue and expenditures exactly match the budget for the General Fund. The \$1,201,450 would be the change for all funds combined.

22. Is it possible to place a hold on hiring until January when we know that the property tax revenue will be a true number?

The property tax revenue is a very good conservative projection. Delaying the hiring of staff until January will not provide the City with significant savings but will delay the work the City can accomplish as it will also delay the training of the new staff as well.

23. The ending balance of \$354,000 for the Adopted Budget of 2023-2024 seems small to start the new fiscal year 2024-2025.

The General Fund balance from the June 30, 2021 audit report is \$497,080. The City has received additional funding that is intended to support the City as the City recovers. The contingency and unappropriated ending fund balance equal \$871,550 in the proposed budget.

24. The beginning balance for the Proposed Budget of \$2,150,000 must include part of the property tax coming in December.

As noted in question #18, the beginning balance takes in to account all revenue sources and expenditures projected through the end of the current fiscal year. So yes, the property tax received in December is used in this projection. Property tax to be received in December 2024 is part of the property tax revenue budgeted for the entire 24/25 fiscal year.

25. I would like you to consider having a vote on repairing or replacing the pickup for Code Enforcement.

26. I would like you to consider delaying the capital outlay of \$275,000 for the Police Department until next year to review after the new contract is established with the Union.

27. Will the City still have the money available without going to the taxpayers? The residents of Phoenix medium household income is \$47,382. The employment rate is 50.5%. There are a lot of retired residents in the city.

The City Staff has presented a balanced budget.

28. Before the actuals for 2022-2023 (full Year) and the 2023-2024 (to date) is distributed to the Phoenix Council, I feel the following expenses should be put on hold:
\$300,000 for the 1st Street project
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I would like you to consider delaying the \$100,000 Capital Outlay for a vehicle. The short fall would then be \$96,500.

30. The adopted Budget Expenses for LY \$6,212,615 Revenue \$5,950,00 Short \$262,515. The proposed Budget Expenses for TY \$7,477,500 Revenue \$7,281,000 Short \$196,500

These are budget numbers with conservative revenue estimates. Water rates are not adjusted annually so as expenditures increase the current water revenue does not go as far.

31. Overall there are areas of spending that can be put on hold and the city can run efficiently.

City Council Meeting / Public Hearing Hybrid Meeting in Person and Via Zoom Monday, June 03, 2024

1. CALL TO ORDER:

Mayor Baker called the City Council's hybrid meeting to order on Monday, June 03, 2024, at 6:31 p.m.

ROLL CALL:

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

ABSENT: Larry Dickson

STAFF PRESENT: Eric Swanson, City Manager
Joe Slaughter, Deputy City Manager
Doug McGeary, City Attorney
Bonnie Pickett, City Recorder
Derek Bowker, Chief of Police
Denise Woodman, Contracted Finance Director
Chris Stephenson, PW Superintendent
Zac Moody, Community Development Manager

2. PLEDGE OF ALLEGIANCE:

3. PRESENTATION:

a. Final Update Government and Public Safety Center, David McKay

Eric Swanson, City Manager, introduced David McKay of HMK.

David McKay gave a brief update on the few items remaining to be completed in the Government and Public Safety Center. He spoke about the project's social media presence during the project. Mr. McKay spoke about the conservative budgeting that has led to the project being \$500,000 under budget. He answered questions from the City Council about the project.

The mayor spoke about how HMK has shined as a company throughout the project and thanked him for all that he has done.

Mr. McKay answered questions about the budget and allocations.

4. PUBLIC COMMENT:

None.

5. CONSENT AGENDA:

- a. Reports for Information & Possible Action:
1. Resolution No. 1121 – A Resolution Certifying that the City of Phoenix Provides Four or More Municipal Services in Accordance with the Requirements of ORS 221.760, Section 1.
- b. Minutes to Approve and File:
1. Minutes City Council Meeting April 15, 2024.

Motion: I Move to Approve the Consent Agenda. **MOVED BY VERMILLION, SECONDED BY PETERSON.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Vermillion, Peterson, Shainholtz, Shrader, Clauson

MOTION APPROVED WITH FIVE AYES

6. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION:

7. NEW BUSINESS:

- a. Parks Master Plan Update Intergovernmental Agreement – University of Oregon.

Mr. Swanson introduced Zac Moody.

Zac Moody, Community Development Manager, presented the Intergovernmental Agreement to update the Parks Master Plan with grant proceeds of \$40,000. He spoke about potential modifications to the current plan, including PH3 and PH5. Mr. Moody noted the plan would include changes to the pond behind the Civic Center to make it a place to sit and view the wildlife. He presented a timeline for when the Parks Master Plan Project must be completed. Mr. Moody answered questions from the City Council regarding the grant funds and park locations. He explained the different types of parks that can be developed.

The Council suggested the City look into other, less expensive options for updating the Parks Master Plan.

Mr. Moody answered additional questions regarding the process of updating the plan and the direct effects of updating the Parks Master Plan.

Mr. Swanson noted that a proven model is being presented, and the proposed project is the best value the City can get for the work.

Motion: I Move to Approve the University of Oregon Park Master Plan IGA and Scope of Work as Presented. **MOVED BY VERMILLION, SECONDED BY CLAUSON**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Vermillion, Clauson

Nays: Peterson, Shainholtz, Shrader

MOTION FAILED THREE NAYS, TWO AYES

Mr. Moody answered additional questions regarding park requirements by the State of Oregon and how park master plans work.

b. Consider Memorandum of Understanding (MOU) Between the Cities of Phoenix and Medford

Mr. Swanson spoke about the need for an MOU, as the City's boundaries are shared with the City of Medford.

Joe Slaughter, Deputy City Manager, presented the MOU to the Council, explaining the property involved in possible annexation into the City of Phoenix. He spoke of a mapping error that will be corrected with the agreement's approval. Mr. Slaughter answered questions from the City Council.

Motion: I Move to Approve the Memorandum of Understanding as Presented. MOVED BY VERMILLION, SECONDED BY PETERSON. No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Vermillion, Peterson, Shainholtz, Clauson, Shrader

MOTION APPROVED WITH FIVE AYES

8. PUBLIC HEARING:

a. Resolution No. 1122 – A Resolution Declaring the City's Election to Receive State Shared Revenues

Mr. Swanson presented the resolution to the Council for approval.

Ms. Woodman explained the resolution to the City Council.

Open Public Hearing at 7:49 p.m.

Public Comment – None

Close Public Hearing at 7:49 p.m.

Motion: I Move to Approve Resolution No. 1122 – A Resolution Declaring the City's Election to Receive State Shared Revenues. **MOVED BY PETERSON, SECONDED BY VERMILLION.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Vermillion, Clauson, Shrader, Shainholtz

MOTION APPROVED WITH FIVE AYES

b. Resolution No. 1123 – A Resolution Adopting the Budget, Making Appropriations and Levying and Categorizing Taxes for Fiscal Year 2024/25

Mr. Swanson presented the resolution to adopt the 2024/25 budget. He also discussed the questions that staff answered at the last meeting and how they are managing the budget.

Ms. Woodman answered questions about the budget from the City Council.

Councilor Peterson presented her proposed changes to the presented budget.

Chris Stephenson, Public Works Superintendent, spoke about the fact that the City currently needs the proper equipment to deal with the new water system that it has taken on.

Mr. Swanson answered questions about the balanced budget that was presented at the May 30th City Council meeting.

Ms. Woodman answered questions regarding the 2024/25 budget.

Councilor Clauson spoke highly of the budget presented by the staff and said he understood it completely.

Open Public Hearing at 8:09 p.m.

Public Comment – None

Close Public Hearing at 8:10 p.m.

Councilor Vermillion suggested a town hall where the citizens could give input on whether they would like to see higher fees or taxes. She then presented her proposed changes to the 2024/25 budget.

Mr. Swanson clarified that the Police fee was not discussed when the Parks and Street fee was presented.

Derek Bowker, the Chief of Police, asked the Council what service levels they want to see from their Police Department. He explained his need for more officers to cover a larger area that has been annexed into the City. Chief Bowker advised that he will provide the best service he can with the budget he is presented with.

Councilor Peterson presented her concern about the cost for Police staff and the upcoming union discussions.

Chief Bowker answered the Council's questions regarding the City of Talent Police Department.

Ms. Woodman answered questions about the 2024/25 budget contingency fund balances. She spoke about the funding for the two additional employees, one in the Police Department and one in the Utility Department.

Mayor Baker discussed his conversation with the Secretary of the State and KDP regarding the audits. He also discussed the grant reporting involving Business Oregon, which is taking staff time away from working on the audits.

Motion: I Move to Approve the Budget as Written Resolution 1123. MOVED BY SHAINHOLTZ, SECONDED BY CLAUSEN

ROLL CALL VOTE AS FOLLOWS:

Ayes: Shainholtz, Clauson

Nays: Shrder, Vermillion, Peterson
MOTION FAILED THREE NAYS, TWO AYES

Ms. Woodman answered questions about how the budget is considered a balanced budget.

Councilor Vermillion expressed her concerns regarding the proposed budget.

Ms. Woodman answered questions about staffing in the Finance Department.

Councilor Vermillion questioned if the Council can direct the City Manager to go out for an RFP for additional accounting services.

Doug McGeary, City Attorney, noted that the Council can direct the City Manager to obtain services. He noted that there seems to be a breakdown in trust and some confusion with roles. Mr. McGeary expressed his frustration with the process of approving the budget.

The Council discussed the role the Council plays in approving the proposed 2024/25 budget.

Motion: I Move to Extend the Time. **MOVED BY VERMILLION, SECONDED BY PETERSON.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Vermillion, Peterson, Clauson, Shrader, Shainholtz
MOTION APPROVED WITH FIVE AYES

Councilor Vermillion questioned the property taxes that come into the City and what they cover.

Mr. Swanson noted that his point was to explain the limitations of property taxes, which is why cities add fees to utility billing to cover expenses.

Councilor Shainholtz expressed her approval of the budget that has been presented.

Mr. Swanson noted that the City has been budgeting for several years to cover the cost of the big-ticket items that the City is suggesting purchasing.

Motion: I Move to Approve the Budget with an Adjustment of \$240,000 Reduction Itemized for New Police Cars. **MOVED BY VERMILLION, NO SECONDED**

MOTION DIED DUE TO NO SECOND

The Council continued to deliberate pieces of the budget for adoption.

Councilor Shainholtz brought up the email sent out to the Council today about scheduling a date for completing the audit. She expressed her opinion on approving the budget.

Ms. Woodman spoke about the timeline for completing the audit and the steps that need to be completed before it starts.

Motion: I Move to Approve Resolution 1123 – A Resolution Adopting the Budget, Making Appropriations and Levying and Categorizing Taxes for Fiscal Year 2024/2025 for City of Phoenix. MOVED BY PETERSON, SECONDED BY SHRADER. No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Peterson, Shrader, Clauson, Shainholtz

Nays: Vermillion

MOTION APPROVED WITH FOUR AYES

9. STAFF REPORTS:

No comments

10. MAYOR AND COUNCIL COMMENT / REPORTS:

Councilor Peterson announced the Ribbon Cutting for the New Pickleball Courts at Colver Park on Saturday from 9:00 a.m. to 11:00 a.m.

Councilor Vermillion spoke about a gentleman in a wheelchair and how happy he was to use Blue Heron Park.

Councilor Clauson asked staff to refrain from taking the difficult process of approving the budget personally, stating that the staff is great.

11. ADJOURNMENT:

The meeting adjourned at 9:20 p.m.

Respectfully submitted by,

Bonnie Pickett
City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Report to City Council

Agenda item title: Park Master Plan Update Intergovernmental Agreement – University of Oregon

Meeting Date: June 17, 2024

From: Zac Moody, Community Development Manager

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

SUMMARY

During the Council meeting on June 3, 2024, the City Council had additional questions regarding the Park Master Plan related to the need for the plan and the costs associated with the development of the plan. Below is a summary of some of the questions and staff's response:

Q: Can the City contract with someone other than the University of Oregon (another college or private consultant)?

A: Yes, it is possible to contract with a private consulting firm or another university. However, there are only a handful of consulting firms around the state that are able to do this work and typically their rates range from \$175/hour to \$250/hour, not including other administrative fees they may charge on an hourly basis. Additionally, contracting privately requires the city take this project through the State procurement process, a very time-consuming process that will likely yield a very small pool of candidates. At the request of the Council, I also reviewed both Southern Oregon University and Oregon Institute of Technology's websites and was not able to identify any public policy programs at either school that include landscape architecture or communication programs or that do the work necessary to complete this type of work. The University of Oregon IPRE program has a long history of providing assistance to Oregon cities and counties and since 2011 has completed 174 projects for 53 Oregon cities and 34 counties. Like Portland State University's Population Program, the University of Oregon is the university that municipal governments turn to for Planning related consulting. Attached is a list of cities and counties the University of Oregon IPRE program has assisted over the past 10 year. The list below includes some Oregon Park and Recreation planning grant awardees since 2018 that requested similar amounts and are of similar size as Phoenix. You will notice the award amounts are very similar and many of those awarded these grant funds are similar in size as Phoenix.

- City of Drain - \$32,000 (master plan)
- City of Milton Freewater - \$40,000 (master plan)
- City of Monmouth - \$18,000 (partial master plan)
- City of Prineville - \$40,000 (master plan)
- City of Talent - \$32,000 (master plan)
- City of John Day - \$40,000 (master plan)
- City of Umitilla - \$39,000 (master plan)
- City of Bay City - \$40,000 (master plan)
- City of Harrisburg - \$40,000 (master plan)
- City of Sublimity - \$28,000 (master plan)
- City of Hinds - \$32,000 (master plan)
- City of Millersburg - \$32,000 (master plan)

City of Vernonia - \$40,000 (master plan)
 City of Metollus - \$40,000 (master plan)
 City of Oakridge - \$40,000 (master plan)
 City of Phoenix - \$39,930 (master plan)

Q: Can city staff prepare this Park Master Plan?

A: It is not common for city the size of Phoenix to take on this type of work. The number of hours required to complete a plan such as this are not available without forgoing other current and long-range planning activities. In addition to the time obligation, the City of Phoenix does not have a licensed Landscape Architect, Economist, or Communication expert on staff and would still require these outside consulting services to complete the project. If staff took on this project, no other current or long-range planning would take place and additional consulting services would be required. Staff does not recommend taking on this project as it will surely cost the city more and reduce the level of service we can provide for current and long-range planning work.

Q: Why are so many hours allocated to this project, both staff and faculty?

A: This project has a number of tasks necessary to complete the plan. A bulk of the time spent will come from Task 1.2, 2.1 and 2.3. These tasks are detailed in the scope of work provided on 6/3 and again with this staff report.

Task Breakdown	%		Hours	
	Faculty	Student	Faculty	Student
Project Initiation	1.0%	0%	5.61	-
Task 0.1 - Project Kickoff	1.0%	0%	5.61	-
Parks Master Plan Update	30.0%	40%	168.22	120.00
Task 1.1 - Community Pulse Check	10.0%	20%	56.07	60.00
Task 1.2 - Parks Master Plan Adjustments	20.0%	20%	112.14	60.00
Concept Plans	55.0%	45%	308.40	135.00
Task 2.1 - Site Analysis	20.0%	10%	112.14	30.00
Task 2.2 - Community Desires	10.0%	20%	56.07	60.00
Task 2.3 - Draft & Final Concept Plans	25.0%	15%	140.18	45.00
Comprehensive Plan Element	13.5%	15%	75.70	45.00
Task 3.1 - Update Comp Plan Element	13.5%	15%	75.70	45.00
Project Close-Out & Evaluation	0.5%	0%	2.80	-
Task 4.1 - Project Close-Out & Evaluation	0.5%	0%	2.80	-
	100.0%	100%	561	300

Q: Is the city required to have parks? And is the city required to plan for these parks?

A: Cities have authority by state statute and local charter to acquire, develop, maintain, and regulate their lands and structures for public recreation. Acquisition may be by gift, negotiated purchase, or eminent domain condemnation. Facilities may include parks, playgrounds, athletic and exposition grounds and buildings, stadiums, swimming pools, zoos, golf courses, bicycle paths, and other similar lands and structures. The extent to which cities provide parks and recreation facilities varies with the population served, the characteristics of the area and ultimately, the city's values. Many small cities have no municipally owned parks and recreation facilities or maintain only a small park area. Most medium and large cities provide for a variety of recreation needs through a park and recreation systems managed by city personnel. However, some larger cities do not have a parks or recreation system, while some small cities offer a variety of recreational programs. In a few cities, public recreational facilities and programs are provided by a park and recreation district encompassing the city and surrounding areas. In general, city park facilities fill the public's need for open space, room for outdoor activities, as well as programming to fulfil activities desired by the community.

In Oregon, cities are required to have a Comprehensive Plan that is in compliance with Oregon Statewide Planning Goal 2 (Land Use Planning). Cities are required to build their comprehensive plans on a factual base, and follow their plan when making decisions on appropriate zoning. Comprehensive plans must comply with the requirements of each applicable [Statewide Planning Goal](#). The Land Conservation and Development Commission (LCDC) reviews each city comprehensive plan for compliance with the goals, and when found that the plan, as a whole, is consistent with the goals, the commission "acknowledges," or approved, the plan. Once a plan is acknowledged, it replaces the statewide planning goals for the purposes of local land use decision-making and all city regulations must be consistent with its Comprehensive Plan.

One of the Goals that the Comprehensive Plan must address is Goal 8 – Recreational Needs. Goal 8 requires local governments to plan for the recreation needs of their residents and visitors. The goal places priority on non-motorized forms of recreation, and recreation areas that serve high-density populations with limited transportation options and limited financial resources. It also places priority on recreation areas that are free or available at a low cost to the public. OAR 660-034-State and Local Park Planning is the rule that implements Goal 8 and establishes policies and procedures for the planning and zoning of local parks in order to address the recreational needs of the citizens of the city. OAR 660-034-0040 – Planning for Local Parks states the following:

Local park providers may prepare local park master plans, and local governments may amend acknowledged comprehensive plans and zoning ordinances pursuant to the requirements and procedures of ORS 197.610 to 197.625 in order to implement such local park plans. Local governments are not required to adopt a local park master plan in order to approve a land use decision allowing parks or park uses on agricultural lands under provisions of ORS 215.213 or 215.283 or on forestlands under provisions of OAR 660-006-0025(4), as further addressed in sections (3) and (4) of this rule.

The City's [Comprehensive Plan](#) includes a Park and Recreation Element approved by the State in 1998 and updated in 2008. The Park Element includes the following information:

- Parks as an Element of Community Design
- Park Patrons
- Participation
- Existing Parks
- Parks and Open Space (existing parks)
- Park Classifications (types of parks)
- Park Needs
- Park Settings
- Goals and Policies

The development of the Park Element leaned heavily on a Park Master Plan to determine the needs of the community. The master plan approach in the late 90's provided a method to consider alternative park designs, equipment needs, park layouts, capital improvement phasing and most importantly community input on what they desire as needed parks space in the city. This structured approach to park development yields superior results due to the informed discussion and outreach that takes place as part of a master plan process. Not only does this process assist in developing a sound comprehensive plan, it often time leads to the development of a plan that supports grant requests for construction or implementation of programs. Now, nearly 30 years later, it is not common for cities to update their comprehensive plan without a park master plan.

Q: Is there more information on what is required in a Park Master Plan or Park Comprehensive Plan element?

A: The Oregon Parks and Recreation Department has developed a [Guide to Community Park and Recreation Planning](#) document to help local governments understand what is necessary in a park system. Evidence of sound park and recreation planning is a critical factor considered by the Oregon Parks and Recreation Department (OPRD) in evaluating requests for the grant funding available annually to units of local government for the acquisition of public open space and development of recreation facilities.

The most effective park system to develop and manage is one made up of a variety of different types of parks, open space areas, and recreational venues, each designed to provide a specific type of recreation experience or opportunity. A park system that is classified and used properly is easier to maintain, encounters less conflicts between user groups, and minimizes negative impacts on adjoining neighbors. A good park classification system also helps assess what facilities are available for current use and what types of parks will be needed to serve the community in the future. When conducting park system planning, park and recreation providers need to not only identify which parklands and facilities/services are important to community members, but must also define what constitutes "adequate" provision of parklands. To determine adequacy, park and

recreation providers typically measure existing parklands and facilities and compare them against established standards, typically Level of Service (LOS) Standards. Park classification and level of service are provided beginning on page 46 of the guide linked above. The recommended total parkland acres site guideline for local park and recreation jurisdictions in Oregon is 6.25 to 12.5 acres per 1,000 population, which represents a minimum acreage that should be exceeded when possible.

FISCAL IMPACT

Approval of the IGA is consistent with the Oregon Parks and Recreation Department's grant contract approved by the City Council and will require substantial staff time and the continued commitment of \$26,620 from the Park System Development Charge fund.

RECOMMENDATION

Recommend approval of the proposed Intergovernmental Agreement with the University of Oregon IPRE program to complete the update to the Park Master Plan.

PROPOSED MOTION

"I move to approve the University of Oregon Park Master Plan IGA and Scope of Work as presented."

ATTACHMENTS

- IPRE Parks Projects 2001-2024 (new)
- June 3, 2024 City Council Staff Report
- Proposed Intergovernmental Agreement
- Draft Scope of Work
- Approved Local Government Grant Program Agreement
- Resolution 1108 – Authorization to Apply for Oregon Parks Grant



Agenda Report to City Council

Agenda item title: Park Master Plan Update Intergovernmental Agreement – University of Oregon

Meeting Date: June 3, 2024

From: Zac Moody, Community Development Manager

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

SUMMARY

In October 2021, the City Council adopted a Strategic Plan that was developed to maximize and build on strengths and opportunities following the September 2020 Almeda Fire. The Council adopted a list of goals and objectives with some identified as “priority” and others as “priority two”.

Priority Goal 11 was adopted to build a more family-friendly park system and to enhance opportunities for recreation and civic engagement. Some of the objectives outlined in this goal include ensuring proper parks funding and to prioritize park improvements. Specifically, Action 11.a.1 tasks staff with securing grant funding for additional planning and park development while Action 11.d.1 requires an update to the Park Master Plan to include areas in Urban Reserve PH3 and PH5.

At the beginning of 2023, the Oregon Parks and Recreation Department announced the opening of the Local Government Grant Program 2023 grant cycle. The Oregon Parks and Recreation Department (ORPD) provides both funding assistance and outreach to Oregon’s local communities through a series of grant programs. ORPD currently administers five recreation grant programs and five heritage grant programs, which combined give millions of dollars annually to grant project sponsors.

Eligible projects typically include land acquisition, development, master planning and major rehabilitation projects that are consistent with the outdoor recreation goals and objectives contained in the [Statewide Comprehensive Outdoor Recreation Plan \(SCORP\)](#). Small Community Planning Grants have a maximum award of \$40,000 and require a match of 40 percent.

In June 2023, the City Council authorized, by Resolution, city staff to apply for the Small Community Planning Grant. The grant meets two strategic planning goals and allows the city to better plan for future growth and to provide parks and open space facilities in areas that are underserved or not served at all by a park facility. The City of Phoenix has received a tremendous amount of support from local citizens as well as many local and regional businesses. These citizens and businesses supported the T-Mobile grant efforts to reconstruct Blue Heron Park and have provided support for this grant and proposed master plan update.

In August 2023, the city was notified that the grant request was recommended for approval by the Local Government Grant Program (LGGP) Review Committee and officially approved late September 2023. On October 18, 2023, the city signed a contract with the Oregon Parks and Recreation Department awarding the City \$39,930 and accepting the City Council's commitment of \$26,620 from the Park System Development funds, totaling \$66,550.

Over the course of the past few months, the city has been working with the University of Oregon Institute for Policy Research and Engagement (IPRE) to develop a scope of work for the upcoming Park Master Plan update and to draft an Intergovernmental Agreement (IGA) to allow the university to do the work. The city reached out to IPRE to request assistance with updating the Park Master Plan and the Park Element of the Phoenix Comprehensive Plan because of their previous work with the City of Phoenix and the city's ability to enter into an IGA with another public entity. Based on conversations with IPRE staff, a scope of work for completing a "light" update was prepared. The proposed master plan work includes an update to the parks master plan, developing a concept plan for a park in the northern part of the city that fall within the UGB expansion (PH-3), developing a concept plan for the wetland area behind the Civic Center, and updating the park element of the Comprehensive Plan to include goals, policies and implementation steps.

As proposed, the Park Master Plan update has four main tasks, including community engagement, review of the existing plan, drafting new plan goals and policies, creating a concept plan for a new park in PH-3 and a concept plan for the natural area behind (east) the Civic Center. The work also includes site analyses, community design workshops and surveys as well as an update to the Park Element adopted in 1995.

The proposed IGA along with the Scope of Work was provided to the Park Committee to open the conversation about the upcoming plan update, to answer any questions the Park Committee had about their involvement and the process in general. During the May 16, 2024 Park Committee meeting, the IGA was unanimously recommended for approval to the City Council. With Council's approval of the IGA, IPRE and City Staff hope to start work on the update in middle part of June or in early July, finishing in May of 2025.

FISCAL IMPACT

Approval of the IGA is consistent with the Oregon Parks and Recreation Department's grant contract approved by the City Council and will require substantial staff time and the continued commitment of \$26,620 from the Park System Development Charge fund.

RECOMMENDATION

Recommend approval of the proposed Intergovernmental Agreement with the University of Oregon IPRE program to complete the update to the Park Master Plan.

PROPOSED MOTION

"I move to approve the University of Oregon Park Master Plan IGA and Scope of Work as presented."

ATTACHMENTS

- Proposed Intergovernmental Agreement
- Draft Scope of Work
- Approved Local Government Grant Program Agreement
- Resolution 1108 – Authorization to Apply for Oregon Parks Grant



Institute for Policy Research and Engagement Summary of Parks Projects, 2001-2024

The Institute for Policy Research and Engagement (IPRE – formerly the Community Service Center) is a research center affiliated with the School of Planning, Public Policy, and Management in the College of Design at the University of Oregon. The IPRE provides graduate and undergraduate students with experience working with Oregon communities, organizations, agencies, and individuals assisting to improve economic, environmental, and social conditions in Oregon.

IPRE has a team of seven faculty and planning professionals and typically engages 30-40 graduate and undergraduate students in planning-related projects throughout the year. IPRE has completed over 400 planning-related projects since 1977.

Selected Parks Planning Projects

- 2023 **Madras Aquatic Center & Recreation District Master Plan.** IPRE worked with the Madras Aquatic Center & Recreation District (MACRD) Board of Directors and staff and a group of local stakeholders to identify needs and issues facing the recreation district and determine the best path forward to achieve financial sustainability. IPRE created a 10-year action plan to achieve sustainability and expand facilities and services to meet community-identified priorities and needs. *View full plan [here](#).*
- 2023 **Eagle Point Parks Master Plan Update.** After several internal efforts to update the parks master plan stalled in the City of Eagle Point, the City contracted with IPRE to complete a public engagement process and produce an updated plan. The results were a fully refreshed master plan based on extensive public engagement efforts. The IPRE team conducted focus groups with middle and high schoolers and senior community members, and hosted a series of successful “popup” workshops in parks and downtown to gather feedback from park patrons. The team also conducted two extensive community-wide surveys. The plan provides guidance on updates to existing parks and a plan for developing a new plot of land. *View full plan [here](#).*
- 2022 **Monmouth Downtown Plan.** The City of Monmouth engaged IPRE to develop a vision for downtown to guide changes to the area over the next 20 years. Through an extensive public engagement process, including specific outreach to the student population, older community members, the Latinx population, and the DeafBlind community, the team developed a guiding vision and action plan for the City. The final plan provided guidance on character and aesthetics; quality of life, events, and activities; mobility, business development; and tourism and visitor experience. *View full plan [here](#).*

- 2019 **Talent Park System Master Plan Update.** IPRE worked with the City of Talent to reimagine their parks master plan. One of the goals for this plan was to develop a locally-grounded placemaking strategy that reflected the diverse identities and visions of the Talent community. The team completed surveys, focus groups, and design workshops to engage over 400 community members in the planning process. *View full plan [here](#).*
- 2018 **Lowell Park System Master Plan Update.** IPRE worked with the City of Lowell to update the Lowell Park System Master Plan. A key focus was developing a concept plan the City's flagship park, as well as a potential trail system. Lowell is unique in that both Oregon State Parks and the Army Corps of Engineers manage recreation facilities on Dexter Lake. Coordinating with those entities was a major focus of the update process.
- 2018 **Madras Park System Master Plan Update.** IPRE worked with the City of Madras to update the Madras Park System Master Plan. Engaging the community was a key goal of the effort. The IPRE led workshops in city parks and at Latinx event. These events were designed to reach populations that typically don't participate in public processes. The planning process also included concept plans for two city parks. *View full plan [here](#).*
- 2018 **Northern Wasco County Parks & Recreation Master Plan – Public Engagement.** The CSC partnered with Cameron McCarthy to manage public engagement activities related to the development of the Northern Wasco County Parks & Recreation District's first master plan. The CSC led workshops in the high school, the senior center, and with two major employers in the area with predominately Latinx employees. These events were designed to reach populations that typically don't participate in public processes. The CSC also administered a survey in both English and Spanish, working with local organizations to widely distribute the survey and host other simple activities aimed at gathering feedback from a diverse array of residents.
- 2017 **Cave Junction Parks Master Plan.** CSC faculty and a team of five students worked with the City of Cave Junction to develop the City's first Parks and Recreation Master Plan. The planning process emphasized public input through a variety of workshops and community events, and included a concept design for the city's flagship park. Plan recommendations were carefully developed to take the City's limited capacity into consideration – recommended actions were geared toward creating a park system that a small staff and community volunteers could achieve and sustain.
- 2017 **Turner Crawford Crossing Concept Plan.** The City of Turner engaged a CSC team to imagine a park design for a new 30-acre park on Crawford Lake. The design process featured the active engagement of freshman high school students (who conducted over 500 in-person "mini-interviews" with children and adults), and an online survey disseminated widely to residents (including young adults) in the town and surrounding area. The CSC team placed particular emphasis on funding for the ambitious park development, leaving the City of Turner with useful case studies and recommendations for funding strategies.
- 2016 **City of Phoenix Parks Master Plan.** The CSC worked with City staff and the Parks Commission to develop a master plan, park concept design, and capital improvements plan for the Phoenix park system. The process involved three community workshops in or near parks, two workshops with middle and high school students, stakeholder interviews, and a mailed survey. Based on themes from the outreach, the plan's recommendations stress

inclusion of underrepresented groups and environmental stewardship through park design and public education.

- 2016 **Willamalane Park and Recreation District Needs Assessment.** The CSC worked with Willamalane to conduct a robust public engagement process aimed at understanding the recreation programming needs of people in the District. The effort garnered over 1,600 survey responses as well as direct in-person input at over 20 community events. The CSC team made a specific effort gather input from Springfield's Spanish-speaking community through events at churches and in the parks.
- 2016 **Sweet Home Sankey Park Concept Plan.** The CSC developed a concept plan for the 17-acre Sankey Park, near downtown Sweet Home. Through interviews with residents, a community meeting, youth surveys, and tabling at community events, the planning team created a design that honors the site's past while looking toward the future.
- 2016 **Evaluation of Programmatic, Operational, and Financial Options for the Burkland Pool.** The CSC investigated the feasibility of converting a public pool in Turner, OR into a year-round, covered facility. The feasibility assessment suggested that such a transition would not be financially viable, and the CSC team instead focused on providing an action plan for the City that would make operation of the pool in during the summer a more financially-stable endeavor.
- 2016 **Whiteson Area Scoping Analysis and Concept Plan.** Working with Yamhill County Parks and the County Parks Board, the CSC evaluated options for the 90-acre Whiteson Natural Area and developed a set of use concepts based on extensive public and neighbor involvement.
- 2015 **Lake County Parks Master Plan.** In 2014, Lake County received an Oregon Parks and Recreation Department (ORPD) grant and engaged the CSC to create its first Parks and Recreation Master Plan. The CSC team visited communities across Lake County to understand residents' desires for parks. The final plan recognizes that parks can be powerful economic development drivers in rural areas and promotes recreation, health, tourism, livability, and quality of life.
- 2015 **Sweet Home Strawberry Park Master Plan.** Working with the City of Sweet Home, the CSC developed a master development plan for Strawberry Park in Sweet Home. The plan was formed through a robust public involvement process and includes conceptual development diagrams and an implementation strategy.
- 2015 **City of Dallas Parks Master Plan.** Working with the City of Dallas, Oregon, the CSC prepared the City's first Park System Master Plan. The project included a community survey and several outreach events held in parks. It also included a conceptual design for Kingsborough Park, a vision, goals, and implementation strategy, and a capital improvement plan.
- 2014 **City of Gold Hill Parks Master Plan – Public Engagement.** Partnering with Galbraith Associates, the CSC conducted public outreach to inform the development of Gold Hill's Parks Master Plan. The CSC team distributed a public survey and conducted workshops middle school students and adults to help develop a vision for the park system and understand priorities for facility upgrades and additions.

- 2014 **Sweet Home Parks Master Plan.** The CSC updated Sweet Home’s 1983 Parks Master Plan, with a focus on funding, maintenance, acquisitions, and trails. The master plan update process included meetings with an advisory committee and an online community survey.
- 2014 **City of Turner Parks Master Plan.** The City of Turner acquired an additional 8-acres adjacent to 5th Street Park – the City’s flagship facility. While this project was a complete update of the 2004 Turner Parks Master Plan, it focused on 5th Street Park and included a concept plan for development of the recently acquired area.
- 2013 **City of Detroit Parks Master Plan.** This plan centered on the design of the City’s only park and provided guidance for future parkland acquisition.
- 2013 **Trailbridge Campground Master Plan.** This master plan focused on the re-design for an EWEB-owned campground on the McKenzie River.
- 2012 **Hood River Parks Master Plan.** For this parks district plan, the CSC focused on hearing from Latino residents in the area. We hosted a focus group in Spanish, translated the survey into Spanish and partnered with a local non-profit to help distribute the survey and hear from Spanish speakers.
- 2011 **Sisters Park Master Plan.** The CSC partnered with CMGS to develop a parks plan for Sisters. The CSC team conducted the public participation part of the plan including a survey and public workshops.
- 2010 **Canby Community Center Feasibility.** The CSC conducted a market analysis and preliminary feasibility assessment for a proposed community center and sports fields.
- 2009 **Warrenton Parks Master Plan.** The CSC created an inventory of existing parks and analyzed park classifications and standards, identified current and future park needs, developed a capital improvement plan for the city, identified potential funding techniques and sources, and created a strategy for short and long-term land acquisition.
- 2009 **City of Mt. Angel Parks Master Plan.** Working with the City Administrator and the City Council, the CSC prepared a parks master plan and a capital improvements program for the City of Mt. Angel.
- 2008 **City of Monmouth Parks Master Plan.** Working the local parks commission, the CSC developed a parks master plan to guide development and acquisition for the next 15 years.
- 2008 **City of Bandon Parks Plan.** The CSC assisted this small city develop their parks plan and capital improvement list.
- 2007 **Canby Parks and Recreation Assessment.** Working with the City of Canby, the CSC facilitated a series of meetings with the City, the School District, the YMCA, and the local recreation program to identify strategies to address recreation funding.
- 2007 **Willow Lake Resort Master Plan.** Working with Jackson County Parks, the CSC developed a master plan for the Willow Lake Resort and Campground at the base of Mt. McLoughlin.
- 2006 **Troutdale Parks Master Plan Update.** Working with the City of Troutdale, the CSC updated the City’s Parks Master Plan and developed conceptual designs for two city parks.

- 2006 **Talent Parks Master Plan Update.** Working with the City of Talent, the CSC updated the City's Parks Master Plan and developed conceptual designs for two city parks.
- 2005 **City of Lebanon Parks Master Plan Update.** Working with the City of Lebanon, the CSC updated the Lebanon Parks Master Plan and Capital Improvement Program.
- 2005 **City of Eagle Point Parks Master Plan Update.** Working with the City of Eagle Point, the CSC updated the city's park master plan.
- 2005 **City of Turner Parks Master Plan.** Working with the City of Turner, the CSC prepared a park master plan. The plan included a conceptual design for the City's community park.
- 2004 **Canby Wayside Properties Master Plan.** The CSC developed an open space master plan for the 100-acre Wayside properties adjacent to the Willamette River.
- 2004 **Jackson County Parks Master Plan.** The CSC updated the Jackson County parks master plan and explored approaches to decrease the Parks Department's reliance on County general fund revenues.
- 2004 **Seaside Parks Master Plan.** The CSC developed a park master plan for the City of Seaside. The plan included a household survey and landscape designs for Broadway Park.
- 2003 **Brownsville Park Master Plan.** The CSC developed a park master plan for the City of Brownsville. The plan included conceptual landscape designs for Pioneer Park.
- 2003 **Estacada Parks Master Plan Update.** Working with the City of Estacada, the CSC updated the City's Park Master Plan, including a capital improvement program for Timber Park and an evaluation of the feasibility of establishing a parks and recreation district.
- 2003 **Willamette Wayside Open Space Scoping Analysis.** Working with the City of Canby, the CSC completed an evaluation of open space properties the City owns along the Willamette River. The purpose of the study was to identify issues, concerns, and opportunities in preparation for the development of a master plan for the sites.
- 2002 **Brookings Park Master Plan.** Working with the City of Brookings, the CSC developed a comprehensive Park Master Plan that included a needs assessment, a standards analysis, a capital improvement program, and identified funding options.
- 2002 **City of Sweet Home Parks Inventory.** The CSC worked with the City of Sweet Home to conduct a parks inventory and needs assessment.
- 2001 **City of Canby Parks Acquisition Plan.** Following up on recommendations the CSC made to the City regarding a parks dedication ordinance, Canby hired the CSC to develop a parks acquisition plan and funding strategy.
- 2001 **Canby Parks Master Plan Update.** Working with the City of Canby, the CSC updated elements of the City's Parks Master Plan including the parks inventory, the parks and open space needs assessment, and the parks capital improvement program. The CSC also drafted a parks dedication ordinance for the City.

RESEARCH SERVICES AGREEMENT NO. 34154

This research services agreement (“Agreement”) is between the City of Phoenix, OR (“Client”), and the University of Oregon (“University”).

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the “Work”).

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on 05/31/2025.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$63,000.00 for performance of the Work. University may incur expenses as of June 1, 2024.

B. Payment Schedule and Address. Client will make payments according to the following schedule.

1. Schedule. Client will pay University according to the following schedule:

July 1, 2024	\$12,500.00
September 30, 2024	\$12,500.00
December 31, 2024	\$12,500.00
March 31, 2025	\$12,500.00
May 31, 2025	\$13,000.00

2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
PO Box 3237
University of Oregon
Eugene, OR 97403-0327

4. Funds Available and Authorized

Client certifies at the time of signing this Agreement that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments this Agreement requires.

5. Termination

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party’s Business Contact. If Client terminates this Agreement, it will pay University for services rendered, work performed, non-cancellable obligations created, and costs incurred up to the date of termination.

6. Ownership of the Work Product

A. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work (“Work Product”) University produces under this Agreement is the property of University. University grants to Client a royalty-free, non-exclusive, non-commercial and

irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product.

- B. Client Work Product.** All Work Product Client produces under this Agreement is the property of Client. Client grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.
- C. Joint Work Product.** Client and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.

7. Disclaimer

UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH REGARD TO UNIVERSITY'S PERFORMANCE OF THE WORK AND ANY DELIVERABLES UNIVERSITY PRODUCES UNDER THIS AGREEMENT, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Insurance

University is self-insured under ORS Chapter 352, with adequate levels of excess liability insurance.

9. Notice and Contacts

- A. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- B. Effective Date.** All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.
- C. Contacts.**

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

Zac Moody
PO Box 330
220 N. Main Street
Phoenix, OR 97353
Phone: (541) 535-2050
Zac.moody@phoenixoregon.gov

University (Technical)

Aniko Drlik-Muehleck
230 Hendricks Hall
1209 University of Oregon
Eugene, OR 97403
aniko@uoregon.edu

Invoices and communications in regards to this Agreement will be sent to:

Client (Business)

Denise Woodman
PO Box 330
220 N. Main Street
Phoenix, OR 97353
Phone: (541) 353-1955
Denise.woodman@phoenixoregon.gov

University (Business)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5138
sponsoredprojects@uoregon.edu

10. Confidential Information

“Confidential Information” is any materials, written information, and data that the Client marks “Confidential” or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law, to maintain as confidential for a period of 3 years the Confidential Information Client discloses to University under this Agreement. University’s obligations in this section do not apply to information in the public domain or that University independently knows or obtained.

11. Publicity

Client will not authorize or commission the publication of any promotional materials containing any reference to University without University’s prior written approval. University may include Client’s name in listings of research sponsors.

12. Independent Contractors

University and Client are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours and conditions of employment of their respective personnel under this Agreement.

13. Choice of Law

The laws of the State of Oregon govern this Agreement.

14. Indemnity

A. University. To the fullest extent permitted by the laws of the State of Oregon, including, but not limited to, the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI Section 7, University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees’ or agents’ negligent acts or omissions under this Agreement.

B. Client. To the fullest extent permitted by the laws of the jurisdiction in which Client’s headquarters is located, Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees’ or agents’ negligent acts or omissions under this Agreement or their use of or reliance on any University Work Product.

15. Sovereignty

Nothing in this Agreement is a waiver of University’s sovereign or governmental immunities.

16. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

17. Compliance

University agrees to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

18. Non-Waiver

If either party fails to enforce any provision of this Agreement it does not constitute that party's waiver of that or any other term or provision of this Agreement.

19. Execution and Counterparts

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

20. Entire Agreement; Modification

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to its subject matter. Any changes or modifications to this Agreement will be by written agreement signed by an authorized representative of each party.

CLIENT

UNIVERSITY OF OREGON

Signature

Eric Swanson

Name

City Manager

Title

Date

Tax ID No. _____

Signature

Jesse A. Conway

Name

Contracts Officer, Sponsored Projects Services

Title

Date

Tax ID No. 46-4727800

Exhibit A - Scope of Work



SCOPE OF WORK DRAFT CITY OF PHOENIX PARKS MASTER PLAN UPDATE

Background and Purpose

The City of Phoenix last updated their Parks Master Plan in 2017, with support from the University of Oregon’s Institute for Policy Research & Engagement (IPRE), then called the Community Service Center. During the previous parks planning process, City staff experienced some turnover, and not all aspects of the update (including an update to the Comprehensive Plan park element) were carried forward. Phoenix has also experienced significant change since the last 2016-17 planning process: in 2020, the Almeda fire swept through Phoenix, leaving many homes and properties completely destroyed. The fire particularly affected mobile home parks to the east of Hwy 99, leaving many of Phoenix’s lowest income residents without shelter. Three years later, many fire-affected parts of the town have yet to be re-built.

As Phoenix grapples with the long recovery process, the City is working to find opportunities to re-build in more resilient and equitable ways. The City recently completed an Urban Growth Boundary (UGB) expansion and annexation process, and is currently participating in a Transportation and Growth Management (TGM) process. These processes, along with updating the parks master plan, are designed to ensure future re-building and growth and Phoenix happen intentionally and in alignment with community values and needs identified through these planning processes.

In 2023, Phoenix successfully applied for a grant through the Oregon Parks and Recreation Department to fund an update to the parks master plan and the park element of the Comprehensive Plan. The City reached out to IPRE to request assistance with these two activities. Based on conversations with City staff, IPRE developed the following proposal for completing a “light” update to the parks master plan, developing 1-2 concept plans for parks in the northern parts of the city that fall within the UGB expansion, developing a concept plan for the wetland area behind the Civic Center, and updating the park element of the Comprehensive Plan.

Community Context

As community development professionals, we have a duty to maximize the public benefit of our work while minimizing any harm to communities that may result from changes in the physical or policy landscape. IPRE seeks to understand community context as a precursor to project development – we need to understand who and what a project might impact to design a scope of work that is responsive to community needs. In particular, we need to understand how a project might impact vulnerable and marginalized populations—those groups who experience worse outcomes than the general population because of historic and ongoing structures that create and perpetuate inequity.

The following sections identify the socio-economic composition of the area impacted by the project and discuss the implications of this context for our approach to the project.

Phoenix Demographics

In Phoenix, we want to highlight the following conditions that apply to notably high percentages of the population:

- **Residents with Possible Mobility Limitations:** Phoenix has a high percentage of residents with disabilities and of aging residents. These community members are more likely to face mobility challenges that can make arriving at parks and using park spaces more difficult, particularly if the park spaces haven't been designed for accessibility.
- **Hispanic/ Latino/a/e Residents:** Many Phoenix residents identify as Hispanic or Latino and may be more comfortable engaging with parks and recreation-related spaces and activities in Spanish rather than English. Culturally relevant recreation programming may also benefit these residents, increasing residents' sense of belonging.
- **Housing Insecure/Cost-Burdened Residents:** After the destruction of so many housing units during the Alameda fire, housing options for residents have been slow to return. Many residents, including a majority of renters, spend a great deal of their income on housing, leaving them with less left in their monthly budgets for other expenses. When residents have limited budgets, they often turn to free entertainment and amenities like those provided by the parks and recreation system.

Table 1. Populations at Risk¹

Category	Factor	Phoenix	Oregon
Young & Elderly Populations	% Under 5	6.2%	5.3%
	% Over 65	33.4%	17.7%
Race & Ethnicity	% Non-White Population (all other races combined)	17.6%	19.3%
	% Black or African American	0.6%	1.9%
	% American Indian	0.0%	1.1%
	% Hispanic	10.4%	13.6%
Educational Attainment	% No High School Degree	6.9%	8.5%
Language Proficiency	% Who Speak English "Not Well"	0.0%	2.6%
Poverty	% In Poverty	10.7%	12.1%
Housing Affordability	% Owner-Occupied Cost Burdened	36.5%	29.9%
	% Renter-Occupied Cost Burdened	53.8%	47.8%
Potentially Vulnerable Households & People	% Over 65 and Living Alone	28.7%	11.8%
	% Households Single Female	5.4%	9.9%
	% Households Single Female with Children Under 18	2.6%	6.1%
	% With No Car	7.8%	7.1%
	% With Disabilities	22.2%	14.4%

Notes

Highlighted cells indicate factors where the percentage is more than 5 percentage points different than Oregon

High Reliability Data with coefficients of variation (CVs) < 12% are in black to indicate that the sampling error is relatively small.

Medium Reliability Data with CVs between 12 & 40% are in orange to indicate that the values should be interpreted with caution.

Low Reliability Data with CVs > 40% are displayed in red to indicate that the estimate is considered very unreliable.

¹ Headwaters Economics. "Populations at Risk." Data for Phoenix, OR and Oregon from ACS 2021 5-year estimates (2017-2021 averages). <https://headwaterseconomics.org/tools/populations-at-risk/>. Accessed November 20, 2023.

Implications and Benefits

As we begin to engage with and design for residents of Phoenix, it will be important to allocate time and resources towards reaching and addressing the needs of Phoenix's most vulnerable populations. We are committed to:

- Employing universal design principles to ensure that all ages and ability levels can enjoy Phoenix's park spaces. These principles can also help inform an inclusive, accessible planning process.
- Considering how transportation and connectivity can help to assure that residents without personal vehicles may safely access park spaces.
- Prioritizing culturally relevant engagement events and future park activities.
- Emphasizing the needs of families with limited financial resources. People with less disposable income rely on public assets for entertainment, exercise, and childcare.

Proposed Project Tasks

This section provides a scope of work outlining the tasks that will lead to the creation of an updated Parks Master Plan for the City of Phoenix, including concept plans and an updated Comprehensive Plan element. The IPRE team will work under the direction of Aniko Drlik-Muehleck, IPRE Project Manager and Ellee Stapleton, faculty in the University of Oregon's Landscape Architecture department. The team will include University of Oregon students who are studying planning and landscape architecture.

This scope divides the project into three main elements (in addition to Project Initiation and Project Close-Out):

- Parks Master Plan Update
- Concept Plans
- Comprehensive Plan Element

These elements will happen mostly in tandem, although the greatest amount of effort will go towards developing the concept plans.

Project Initiation

During this phase of the project, we'll build shared understanding about the parks planning process and identify clear roles for IPRE as the consultant, City staff, and the group of Phoenix residents serving as the Parks Commission for the project.

Task 0.1 – Project Kickoff

The IPRE team will meet with City staff and the Parks Commission to clarify the project approach. IPRE will present the project approach outlined in this scope and work with staff and the Parks Commission to solidify the engagement approach, timeline, and expectations for the final plan. IPRE will then produce an updated scope of work and project timeline.

As part of the kickoff conversation, IPRE will work with City staff to clearly define desired project outcomes – how will we know this project has been successful once completed? Based on discussion during the project approach convening, the team will produce an updated scope of work and project timeline. This will include a section defining intended outcomes for the project that we can revisit at the end of the project as part of the Project Evaluation phase.

Meetings: Online project kickoff meeting

Desired Outcomes: Shared understanding between the IPRE team and advisory team (City staff and the Parks Commission) about scope, goals, and values of the project

Deliverables: Updated scope of work and project timeline, including a list of desired project outcomes

Schedule: June 2024

Parks Master Plan Update

This element will focus on checking with the community about the relevancy of the 2017 Parks Master Plan and producing a “light” update based on feedback.

Task 1.1 – Community Pulse Check

Sub-Tasks:

- **Status Update** – Review the existing plan with City staff to identify what has been completed and what has changed since the last update.
- **Community Engagement** – Ask community members via a community-wide survey and targeted focus groups about what still connects with them about the 2017 Parks Master Plan and what they feel should be updated.

Meetings: In-person engagement events/workshops, tacking on to existing events when possible
Desired Outcomes: Updated understanding of what is still relevant and what may need to change about the Parks Master Plan

Deliverables: Community engagement materials; memos summarizing community survey and other feedback from community members

Schedule: July – September 2024

Task 1.2 – Parks Master Plan Adjustments

Sub-Tasks:

- **Proposed plan updates** – Based on staff and community feedback, present a list of proposed updates for discussion and feedback from the Parks Commission.
- **Draft master plan updates** – Based on feedback from the Parks Commission and incorporating other updates that arise through the concept plan development process, produce an updated draft of the Parks Master Plan.
- **Draft feedback** – Share the proposed update with community members via a survey and workshops to gather any final input before the plan is finalized for adoption.
- **Final master plan update** – Incorporate final feedback and produce the final version of the plan.
- **Adoption support as needed** – Attend City Council meetings as needed to provide background and overview on the updates to the master plan, including the new park concept plans.

Meetings: Parks Commission meetings as needed; in-person engagement events/workshops, tacking on to existing events when possible; final adoption meeting

Desired Outcomes: A parks master plan that reflects the current and projected future desires of a community that is undergoing significant change

Deliverables: Draft and final parks master plan

Schedule: September 2024 – March 2025

Concept Plans

The City would like two concept plans for the northern parts of town (PH-3 and PH-5) and one plan for the wetland area to the east of the Civic Center. If the land for the sites in the northern parts of town is not identified by the initiation of this project, those concept plans will be higher-level, documenting desired elements but not including proposed site designs. This element will receive the bulk of the time and resources dedicated to the project.

Task 2.1 Site Analysis

Sub-tasks:

- **Site Visits** – Tour the concept plan areas to collect photos and current conditions information.
- **Document/data review** – Review related plans and gather data to build out an understanding of current conditions.

Meetings: Field visits with City staff to selected or possible sites for concept plans

Desired Outcomes: Documentation of site-specific conditions, opportunities, and constraints

Deliverables: Draft memo summarizing sites' current conditions and/or site selection options and considerations

Schedule: July – August 2024

Task 2.2 Community Desires

Sub-tasks:

- **Desires survey** – Develop a community-wide survey to gather preferences about amenities, features, and programming for the sites. If possible, this will be a section of the Task 1.1 survey.
- **Community design workshops** – Host workshops with community members to gather input on the design of the sites; some workshops could be on-site, some at accessible venues in town.

Meetings: 2-4 design workshops, including at least one Spanish-language option

Desired Outcomes: Input from a wide variety of community members on their desires for future parks including both quantitative (survey) and qualitative (design workshop) data

Deliverables: Memos summarizing community desires including priority amenities and activities, and cultural/experiential considerations; documentation of any community-produced maps and graphics produced during workshops

Schedule: July – October 2024

Task 2.3 Draft and Final Concept Plans

Sub-tasks:

- **Draft concept plans** – Based on the site analysis and community desires, develop 2-3 different design options for each site.
- **Preferences survey** – Develop a short survey to gather feedback from community members about their preferences among the different design options.
- **In-Person community feedback** – Host workshops or table at existing events to gather additional feedback through dialogue about the different design options.
- **Final concept plans** – Based on community feedback, create final designs.

- **Development budget** – Develop a budget for the proposed park improvements, including phasing that will allow for the time needed to finance more expensive improvements.

Meetings: Community workshop for design feedback; meeting with City staff to discuss design feasibility considerations, as needed

Desired Outcomes: Final concept plans that reflect community desires and City’s needs

Deliverables: 2-3 draft concept plans per site plus one final concept plan per site

Schedule: October – December 2024

Comprehensive Plan Element

In order to codify the guidance expressed in the Parks Master Plan, the City would like to update the policies in the parks element of the Comprehensive Plan. This will ensure that future land use decisions are aligned with the community’s desires for their parks and open space.

Task 3.1 – Update Comprehensive Plan Element

Sub-Tasks:

- **Review draft update proposal** – During the 2017 update, IPRE produced a memo with recommended policy changes to the Comprehensive Plan that were never incorporated. Review this draft with staff to discuss and identify changes and additions.
- **Comprehensive Plan policy update memo** – Draft an updated memo recommending updated policy language. Present and gather feedback on the proposed updates from the Parks Commission and the Planning Commission.
- **Support Comprehensive Plan amendment process as needed** – Attend Planning Commission and City Council meetings as needed to provide background and overview on the updates to the Comprehensive Plan. Support City staff in producing any materials needed to complete the amendment process.

Meetings: Meetings with City staff and Parks Commission as needed; Planning Commission and City Council meetings as needed

Desired Outcomes: Foundational guidance in the City’s guiding land use charter (the Comprehensive Plan) about how to develop to support parks and open space in Phoenix

Deliverables: Draft and final policy update memo; other amendment materials as needed

Schedule: January – April 2025

Project Close-Out & Evaluation

IPRE approaches projects with a growth mindset. We know we always have more to learn and improve, and we also know it’s important to evaluate our work to ensure that the communities we serve are actually experiencing the intended benefits. Where projects don’t live up to expectations, evaluation can help those in charge of implementation to course-correct to better meet the community’s needs.

Task 4.1 – Project Close-Out & Evaluation

Tasks:

- **Project close-out and evaluation** – Meet with the project leads to debrief the project and create lessons-learned for future projects and partnerships.

Meetings: Project debrief meeting with project leads

Desired Outcomes: A systematic way to evaluate and learn from the project, both in terms of the project's impact and the project process itself

Deliverables: Notes from the project close-out meeting; list of lessons learned from the project process

Schedule: May 2025

Budget and Schedule

IPRE is available to initiate work on the project starting June 2024. We propose to complete most of the work by April 2025, with a one-month period of project wind-down and evaluation through May 2025. We propose to complete the project for a fixed fee of \$63,000. This includes about 550 hours of faculty effort, 300 hours of student effort, and six day trips plus two overnight trips to Phoenix from Eugene.

All tasks proposed here are flexible. IPRE can work with the City of Phoenix to modify the tasks according to staff's desires and funding availability.

Oregon Parks and Recreation Department Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Phoenix**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG23-041
Project Title: Phoenix Parks Master Plan Update
Project Type (purpose): Planning
Project Description: The Project will update the Parks Master Plan to accommodate growth in the city's newly amended urban growth boundary and other areas within the city of Phoenix, Oregon. The Project is further detailed in the Project Budget included as Attachment A.

Grant Funds /
Maximum Reimbursement: \$39,930 (60%)
Grantee Match Participation: \$26,620 (40%)
Total Project Cost: \$66,550

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$66,550**, and the Grantee's Match participation rate of **40%**, **the reimbursement rate will be 60%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Zac Moody
City of Phoenix
220 N Main ST
Phoenix, OR 97535
541-535-2050
zac.moody@phoenixoregon.gov

Grantee Billing Contact
Denise Woodman
City of Phoenix
220 N Main ST
Phoenix, OR 97535
541-535-1955
finance@phoenixoregon.gov

OPRD Contact
Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-951-1317
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: P. Eric Swanson
Signature
P. Eric Swanson
Printed Name
City Mgr.
Title
10-18-23
Date

STATE OF OREGON

**Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: Daniel Killam
Daniel Killam (Oct 19, 2023 16:50 PDT)
Daniel Killam, Deputy Director of Administration
10/19/23

Date

Approval Recommended:

By: Michele Scalise
Michele Scalise (Oct 19, 2023 16:04 PDT)
Michele Scalise, Grants Section Manager
10/19/23

Date

By: Mark Cowan
Mark Cowan (Oct 19, 2023 15:14 PDT)
Mark Cowan, Grant Program Coordinator
10/19/23

Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: LG23-041
Project Title: Phoenix Parks Master Plan Update
Grantee Agency: City of Phoenix

Project Description:

The Project will update the Parks Master Plan to accommodate growth in the city's newly amended urban growth boundary and other areas within the city of Phoenix, Oregon.

Project Budget

Contracted Services	\$ 66,550
Total Project Cost	\$ 66,550

Match Funding

Park System Development Charges	\$ 26,620
Total Match from Grantee	\$ 26,620

Summary

Total Project Cost	\$ 66,550
Total Match from Grantee	\$ 26,620
Grant Funds Requested	\$ 39,930

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the grant Application shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed. Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.
7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Grantee'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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. 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. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this 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 this Agreement did not contain the particular term or provision held to be invalid.

**CITY OF PHOENIX
RESOLUTION NO. 1108**

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR A
PLANNING GRANT OFFERED BY THE OREGON PARKS AND RECREATION LOCAL
GOVERNMENT GRANT PROGRAM FOR THE PURPOSE OF UPDATING THE 2016 PARKS
MASTER PLAN AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE
APPLICATION**

WHEREAS, The City of Phoenix, Oregon is a local unit of government recognized by the State of Oregon and the IRS; and

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City Council is the governing body of the City and is authorized to delegate authority to the City Manager to sign the grant application; and

WHEREAS, the development of parks at a proper level of service and with amenities for all ages, including playground amenities that are ADA compatible, sports fields, open space development, and areas with benches, tables and drinking fountain facilities is a benefit for the entire community.

WHEREAS, the City has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

SECTION 1 Authorization. The City authorizes the City Manager to submit a grant application to the Oregon Park and Recreation Department to update the 2016 Park Master Plan.

SECTION 2 Effective Date. This Resolution shall take effect on June 5, 2023.

PASSED AND ADOPTED by the City Council of the City of Phoenix, Oregon on the 05 day of June 2023, and signed in authentication thereof.



Terry Baker, Mayor

ATTEST:



Bonnie Pickett, Recorder



Agenda Report to City Council

Agenda item title: A resolution of the City of Phoenix authorizing the purchase of properties west of N Main Street, north of W 1st Street and south of W 2nd Street (381W09DD TLs 2600 & 3200).

Meeting Date: June 17, 2024

From: Eric Swanson, City Manager

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

SUMMARY

The Phoenix Urban Renewal Agency (PHURA) has agreed to sell a portion of the property at 115 N Main Street to the City of Phoenix for the development of public parking.

BACKGROUND AND DISCUSSION

PHURA purchased the properties across 2nd Street from the new Government and Public Safety Center (GaPSC) through three separate transactions in 2022. The largest of these was completed in May 2022. Through this transaction, PHURA purchased 5 tax lots (legal lots described in deed), with the intention of transferring (selling) the properties not abutting Main Street to the City of Phoenix for the development of parking to support the GaPSC. This purchase/sale is budgeted in the current (23-24) fiscal year for both the City and PHURA. The City has received tentative approval for CDBG-DR, PIER funding for the Downtown Phoenix Economic Revitalization Project, which will include the development of public parking on these properties.

The City will purchase 381W09DD tax lots 2600 and 3200. These are the easterly 50 feet of Lots 7 and 8, Block 1, of the Town of Phoenix and the easterly half of Lots 5 and 6, Block 1, Town of Phoenix, respectively. The negotiated sales price is \$114,000.

FISCAL IMPACT

Purchase price \$114,000

RECOMMENDATION

Motion to approve Resolution 1124 agreeing to purchase the properties from the Phoenix Urban Renewal Agency and authorizing the City Manager to sign the bargain and sale deed.

PROPOSED MOTION

"I move to approve Resolution 1124 agreeing to purchase the properties from the Phoenix Urban Renewal Agency and authorizing the City Manager to sign the bargain and sale deed."

ATTACHMENTS

- Resolution No. 1124
- Bargain and Sale Deed

CITY OF PHOENIX
PHOENIX, OREGON

RESOLUTION NO. 1124

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTIES WEST OF N MAIN STREET, NORTH OF W 1ST STREET AND SOUTH OF W 2ND STREET (381W09DD TLs 2600 & 3200) AND AUTHORIZING THE CITY MANAGER TO SIGN THE BARGIN AND SALE DEED.

WHEREAS, the City plans to purchase these properties, located across 2nd Street from the Phoenix Government and Public Safety Center (GaPSC), for the development of public parking to serve the GaPSC and other adjacent developments; and

WHEREAS, the City has budgeted the purchase of these properties in the current (23-24) fiscal year; and

WHEREAS, the City has received tentative approval for CDBG-DR, PIER funding for the Downtown Phoenix Economic Revitalization Project, which will include the development of public parking on these properties; now therefore

THE CITY OF PHOENIX RESOLVES AS FOLLOWS, that the City of Phoenix hereby agrees to purchase 381W09DD TLs 2600 & 3200 from the Phoenix Urban Renewal Agency for \$114,000 and authorizes the City manager to sign the bargain and sale deed.

APPROVED by the City of Phoenix, Oregon, this 17th day of June 2024.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, City Recorder

STATUTORY BARGAIN AND SALE DEED.
(ORS. 93.860)

PHOENIX URBAN RENEWAL AGENCY, Grantors, convey to CITY OF PHOENIX, Grantee, the following described real property:

PARCEL 2:

Lot 4 and the Easterly half of Lots 5 and 6, Block 1, of the Town (now City) of Phoenix, Jackson County, Oregon.

(Map 381W09DD Tax lot 3200)

PARCEL III:

The Easterly 50.0 feet of Lots 7 and 8, Block 1, of the City of Phoenix, Jackson County, Oregon, according to the Official Plat thereof, recorded in Volume RR1, Page 215, Plat Records.

(Map 381W09DD Tax lot 2600)

THE TRUE CONSIDERATION FOR THIS CONVEYANCE is \$114,000 (One hundred fourteen and xx/100 dollars), the sufficiency of which is hereby acknowledged.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this ____ day of June, 2024.

GRANTOR
PHOENIX URBAN RENEWAL AGENCY

CITY ACCEPTANCE (ORS 93.808);
CITY OF PHOENIX, GRANTEE

By: Eric Swanson
Its: Director

By: Eric Swanson
Its: City Manager

State of Oregon)
) ss.
Jackson County)

This instrument was acknowledged before me on June ____, 2024, by Eric Swanson as Phoenix Urban Renewal Agency Director, and by Eric Swanson, as Phoenix City Manager.

Notary Public
My commission expires: _____



Agenda Report to Mayor and Council

Agenda item title: Resolution No. 1125 – A Resolution of the City of Phoenix Enacting an Appropriation of Specific Purpose Grants

Meeting Date: June 17, 2024

From: Denise Woodman, Contracted Finance Director

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

SUMMARY

This is a resolution to appropriate specific purpose grant funds for the fiscal year beginning July 1, 2023. This is a resolution to increase appropriations within the Phoenix Recovery Fund. Approval of this resolution will increase appropriations for the current fiscal year.

BACKGROUND AND DISCUSSION

Circumstances exist which were not foreseen at the time of the fiscal year 2023-234 budget which necessitate the need for appropriation outlined below.

FISCAL IMPACT

This appropriation will increase the Phoenix Recovery Fund – Personnel Services and Materials and Services appropriations. The City of Phoenix Building and Planning Department Staffing Grant and the Municipal Wildfire Assistance Program were extended through June 30, 2024.

RECOMMENDATION

Staff recommends approval of the resolution.

PROPOSED MOTION

I move that the City Council of the City of Phoenix hereby appropriate expenditures for fiscal year 2023-24 with a revised total Phoenix Recovery Fund resources and requirements of \$ 15,125,600 now on file at City Hall, 112 W. 2nd St., Phoenix, Oregon.

ATTACHMENTS

Resolution No. 1125, a Budget Appropriation Resolution for fiscal year 2023-24

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1125

**A RESOLUTION OF THE CITY OF PHOENIX ENACTING AN APPROPRIATION OF
SPECIFIC PURPOSE GRANTS**

WHEREAS, the City Council of the City of Phoenix finds that circumstances exist which were not foreseen at the time of the fiscal year 2023-24 budget was adopted and which require additional appropriations in the Phoenix Recovery Fund in accordance with local budget law (ORS 294.338(2));

WHEREAS, the proposed budget changes to the Phoenix Recovery Fund will increase expenditures by less than ten percent; and

WHEREAS, the City of Phoenix Building and Planning Department Staffing Grant and Municipal Wildfire Assistance Program Grant were extended to June 30, 2024; and

WHEREAS, the Phoenix Recovery Fund has increased expenditures of \$100,000, for the payment of personnel services, and \$375,000 for Materials and Services.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Phoenix hereby makes appropriations of specific purpose grants for fiscal year 2023-24 with a revised total Phoenix Recovery Fund resources and requirements of **\$ 15,125,600** now on file at City Hall, 112 W. 2nd St., Phoenix, Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below are hereby appropriated:

	Appropriation	Resources	Requirements	Adjusted Appropriation
Phoenix Recovery Fund		14,675,600	14,675,600	
Specific Purpose Grant	50,000	450,000		
Personnel Services	1,000		100,000	101,000
Materials & Services	50,000		350,000	400,000
Total Revised Phoenix Recovery Fund		15,125,600	15,125,600	

PASSED AND APPROVED by the City Council of the City of Phoenix and signed in authentication thereof at a regular meeting on the 17th day of June 2024.

Terry Baker, Mayor

ATTEST:

Bonnie Pickett, City Recorder



Agenda Report to Mayor and Council

Agenda item title: First Reading by Title Only of Ordinance No. 1040 – An Ordinance Vacating a Public Right-of-Way in the City of Phoenix; First Reading by Title Only of Ordinance No. 1041 – An Ordinance dedicating Right-of-Way in the City of Phoenix (second reading on July 1, 2024)

Meeting Date: June 17, 2024

From: Zac Moody, Community Development Manager

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

SUMMARY

This request is for the vacation of a public right-of-way known as Kirk Way, north of Grove Road and West of North Phoenix Road (see Exhibit A of Ordinance 1040). The request also includes the dedication of right-of-way to allow for the construction of infrastructure to serve PH-5 (see Exhibit A of Ordinance 1041).



BACKGROUND AND DISCUSSION

On April 5, 2024, the owners of properties party to this request jointly submitted a Petition to Vacate portions Kirk Way. The property owners, known as Arrowhead Ranch Holding Company, LLC., Bear Creek Orchards, INC., and Caris James Properties, LLC. signed an agreement on October 17, 2023 to dedicate the right-of-way necessary to facilitate the development of PH-5. Ordinance 1041, Exhibit A describes the area to be dedicated, consistent with the future plans to develop the area as a regional employment center. The proposed right-of-way alignment is also consistent with the location of the future water line serving the proposed N. Phoenix municipal water reservoir. The vacated right-of-way not used as part of the dedication of new road system will be deeded back to the three property owners in accordance with the signed agreement.

ORS Chapter 271.130 grants the City the authority to initiate vacation proceedings without a petition or consent of property owners if the owners of a majority of the area affected do not object. There are three owners of the abutting properties, constituting 100% of the owners, none of which have recorded an objection to the proposed vacation. Since no objections have been received, the action may proceed directly to the City Council for approval by ordinance. Two ordinances are required as part of this request. The first ordinance is to vacate the existing right-of-way and the second is the dedication of the new right-of-way.

Notice requirements for the vacation of right-of-way are set forth by ORS 271.110. This requires published notice to occur once each week for two consecutive weeks prior to the hearing and posted notice within five days after the first date of the published notice. The posting and the first day of publication notice is required to be at least 14 days before the hearing. The final notice for this hearing was published in the RV Times on June 6, 2024 and June 13, 2024 (see attached notice). Posting of the notice, located at City Hall took place on June 6, 2024 on the Community Development electronic reader board in the City Hall lobby.

COUNCIL GOALS SUPPORTED

Goal 8: Collaborate with local businesses and regional partners to promote growth and economic development

FISCAL IMPACT

There is no direct fiscal impact to the city should the request be approved. The city is currently maintaining the right-of-way that is requested for vacation, but upon conveyance of the property, the new owner will be responsible for all maintenance of the area on their property.

Dedication of the proposed right-of-way will facilitate the orderly development of the southern portion of PH-5, providing the necessary transportation system to support future development.

RECOMMENDATION

Staff recommends adoption of both ordinances.

PROPOSED MOTION

"I move approval on first reading by title only of Ordinance 1040, an ordinance of the City of Phoenix vacating public right-of-way as described in Exhibit A - Exhibit I of the ordinance".

"I move approval on first reading by title only of Ordinance 1041, an ordinance of the City of Phoenix dedicating public right-of-way as described in Exhibit A of the ordinance".

ATTACHMENTS:

1. Ordinance No. 1040 (vacation)
2. Ordinance No. 1041 (dedication)
3. Vacation Request – Dated March 21, 2024
4. Assessor's Maps (Vacation and Dedication Locations)
5. Notice of Vacation
6. Memorandum of Agreement
7. Dedication Agreement

CITY OF PHOENIX, OREGON

ORDINANCE NO. 1040

**AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY
IN THE CITY OF PHOENIX**

RECITALS:

WHEREAS, the City of Phoenix, Jackson County, Oregon, has provided notice, pursuant to Oregon Revised Statutes Chapter 271 that it desires to vacate certain public right of way generally located as follows:

See Exhibits A-I

WHEREAS, the Petitioners represent 100% of the owners abutting the portion of the right-of-way, known as Kirk Way, the right-of-way to be vacated;

WHEREAS, a public hearing on this matter has been held consistent with and pursuant to ORS Chapter 271;

WHEREAS, no remonstrance or objection to this matter has been filed by any party; and

WHEREAS, the public good is served by the requested vacation because the vacation:

- (a) Will not hinder the growth or orderly development of the properties abutting the vacated area; and
- (b) Will relieve the city of maintenance obligations regarding the unimproved Vacation Area; and
- (c) Will allow for a new right-of-way dedication, consistent with future urban development and transportation planning.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Phoenix, Jackson County, Oregon acting pursuant to the authority granted to it by ORS Chapter 271 as follows:

1. The Council hereby determines the following:
 - (a) Vacation of the subject public right-of-way will not hinder the growth or orderly development of the area in which the subject public right-of-way is located or to which the subject public right-of-way is contiguous; and
 - (b) Vacation of the public right-of-way does not make access to the lands of any person by means of public way difficult or inconvenient; and vacating the subject public right-of-way does not hinder the public's access.
2. The public right of way located within the City of Phoenix municipal boundaries, is hereby vacated.
3. The City Manager is hereby authorized to execute all documents necessary to carry out the intent of this Ordinance.

4. This Ordinance shall be in full force and effect upon adoption.
5. Prior to recording this Ordinance Vacating Public Right of Way, the legal description(s) for the Vacation Area shall be attached hereto and incorporated herein as Exhibit A-G.

PASSED AND ADOPTED by the City Council and signed by me in authentication of thereof on this 1st day of July 2024.

Terry Baker, Mayor

ATTEST:

Approved as to form:

Bonnie Pickett, City Recorder

Douglas McGeary, City Attorney

EXHIBIT " A "

KIRK WAY RIGHT-OF-WAY VACATION LEGAL DESCRIPTION

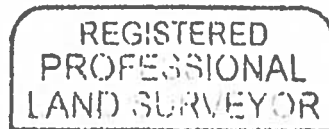
That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the common boundary of Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said westerly right-of-way, the following courses: South 06°23'22" West, 69.29 feet; thence South 10°47'53" East, 37.18 feet; thence leaving said westerly right-of-way of North Phoenix Road, and along the rights-of-way of Kirk Way, the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 253.53 feet; thence South 17°25'34" East, 241.32 feet to a point on the northeasterly right-of-way of Interstate Highway Number 5, being at station 1018+16.77 at 180.00 feet left of the centerline thereof; thence North 40°06'15" West, along said highway, 422.60 feet; thence leaving said highway right-of-way, North 89°48'12" East, 14.29 feet; thence North 24°08'44" East, 398.00 feet; thence North 25°25'57" East, 308.43 feet; thence North 53°50'28" East, 173.05 feet; thence North 45°46'45" East, 162.01 feet to the Point of Beginning.

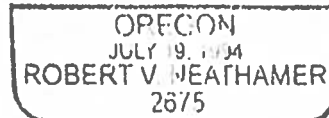
Containing 2.83 acres, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062
Date: August 31, 2023

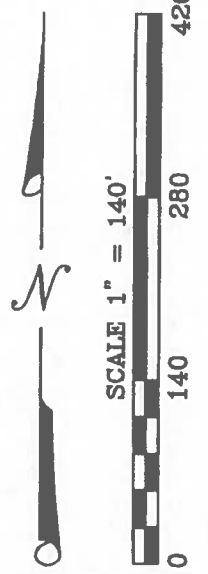
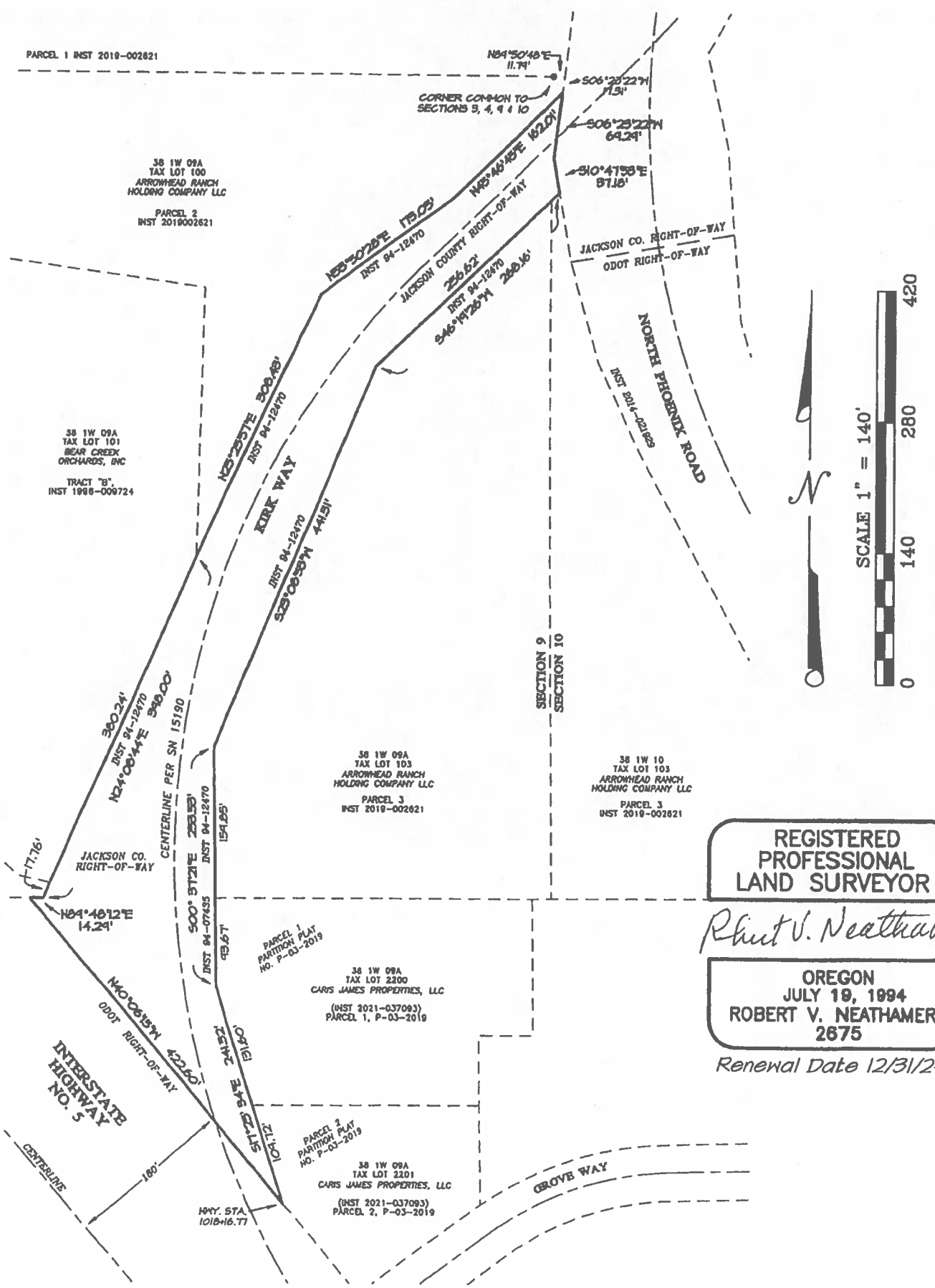


Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " B "



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert V. Neathamer

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/24

EXHIBIT " C "

KIRK WAY RIGHT-OF-WAY VACATION AREA "C" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

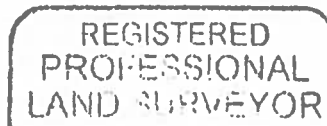
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet to the **TRUE POINT OF BEGINNING**; thence South 06°23'22" West, 47.79 feet; thence South 45°46'05" West leaving said right-of-way, 194.60 feet to the beginning of a curve concave southeasterly, having a radius of 881.47 feet and a central angle of 25°16'17" (the long chord of which bears South 33°07'56" West, 385.65 feet); thence southwesterly 388.79 feet along the arc of said curve; thence North 69°30'12" West, 34.99 feet to intersect aforesaid westerly right-of-way of Kirk Way; thence along said westerly right-of-way the following courses and distances: North 25°25'57" East, 308.43 feet; thence North 53°50'28" East, 173.05 feet; thence North 45°46'45" East, 162.01 feet to the point of beginning.

Containing 0.53 acres, more or less.

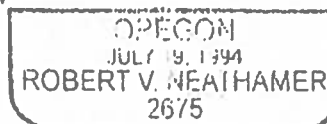
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " D "

KIRK WAY RIGHT-OF-WAY VACATION AREA "B" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

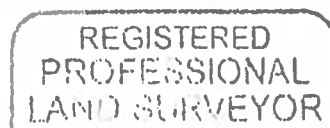
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet; thence leaving said right-of-way and along the northerly and westerly right-of-way of Kirk Way, the following courses: South 45°46'45" West, 162.01 feet; thence South 53°50'28" West, 173.05 feet; thence South 25°25'57" West, 308.43 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, South 69°30'12" East, 34.99 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 23°12'52" (the long chord of which bears South 08°53'22" West, 354.71 feet); thence southerly 357.15 feet along the arc of said curve; thence South 89°48'12" West, 60.89 feet; thence North 77°37'20" West, 74.34 feet to intersect to the westerly right-of-way of Kirk Way; thence North 24°08'44" East, along said westerly right-of-way, 380.24 feet to the point of beginning.

Containing 0.61 acres, more or less.

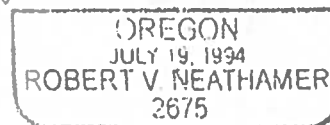
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Projects Numbered: 19036-A and 20062

Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " E-1 "

KIRK WAY RIGHT-OF-WAY VACATION AREA "D" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

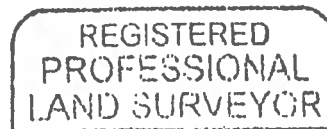
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, along said westerly right-of-way, 64.80 feet to the **TRUE POINT OF BEGINNING**; thence South 06°23'22" West, 21.80 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly-southeasterly right-of-way of Kirk Way; thence leaving said westerly right-of-way, South 46°19'26" West, along said Kirk Way right-of-way, 11.54 feet; thence leaving said Kirk Way right-of-way, North 44°13'55" West, 44.74 feet; thence North 45°46'05" East, 48.87 feet to the point of beginning.

Containing 0.03 acres, more or less.

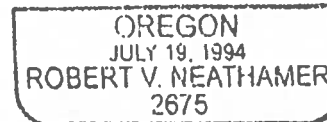
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " E-2 "

KIRK WAY RIGHT-OF-WAY VACATION AREA "E" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

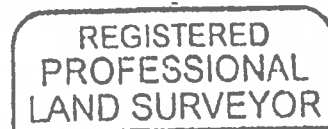
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 64.80 feet; thence leaving said right-of-way, South 45°46'05" West, 48.87 feet to the **TRUE POINT OF BEGINNING**; thence South 44°13'55" East, 44.74 feet to intersect the easterly-southeasterly right-of-way of Kirk Way; thence along said Kirk Way right-of-way the following courses: South 46°19'26" West, 256.62 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 159.85 feet; thence leaving said Kirk Way right-of-way, South 89°48'12" West, 43.88 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 48°29'09" (the long chord of which bears North 21°31'30" East, 723.88 feet); thence northerly 745.94 feet along the arc of said curve; thence North 45°46'05" East, 145.73 feet to the point of beginning.

Containing 0.97 acres, more or less.

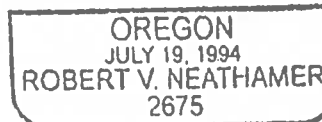
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " F "

KIRK WAY RIGHT-OF-WAY VACATION AREA "A" LEGAL DESCRIPTION

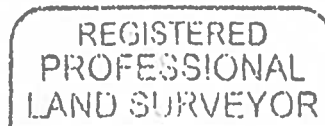
That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet; thence leaving said right-of-way and along the northerly and westerly right-of-way of Kirk Way, the following courses: South 45°46'45" West, 162.01 feet; thence South 53°50'28" West, 173.05 feet; thence South 25°25'57" West, 308.43 feet; thence South 24°08'44" West, 380.24 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, South 77°37'20" East, 74.34 feet; thence North 89°48'12" East, 60.89 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 15°44'36" (the long chord of which bears South 10°35'22" East, 241.44 feet); thence southerly-southeasterly 242.21 feet along the arc of said curve to intersect the northeasterly right-of-way of Interstate Highway Number 5; thence North 40°06'15" West, along said I-5 right-of-way, 309.60; thence leaving said I-5 right-of-way and along said Kirk Way right-of-way, the following courses: North 89°48'12" East, 14.29 feet; thence North 24°08'44" East, 17.76 feet to the point of beginning.

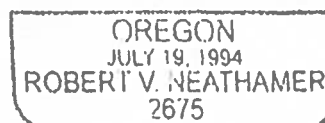
Containing 0.41 acres, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062
Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " G "

KIRK WAY RIGHT-OF-WAY VACATION AREA "F" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

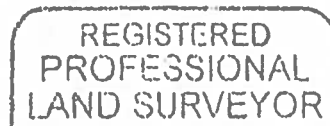
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, 86.60 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly right-of-way of Kirk Way; thence leaving said westerly right-of-way and along said Kirk Way right-of-way of the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 159.85 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 00°37'21" East, 93.67 feet; thence South 17°25'34" East, 131.60 feet; thence leaving said Kirk Way right-of-way, South 89°38'18" West, 45.72 feet to a point on a curve concave easterly, having a radius of 881.47 and a central angle of 14°31'01" (the long chord of which bears North 09°58'35" West, 222.74 feet); thence along the arc of said curve, 223.34 feet; thence North 89°48'12" East, 43.88 feet to the point of beginning.

Containing 0.21 acres, more or less.

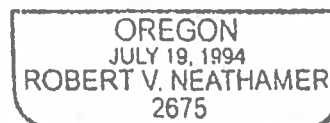
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " H "

KIRK WAY RIGHT-OF-WAY VACATION AREA "G" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

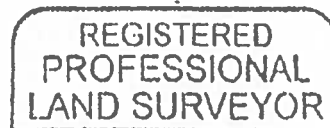
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, 86.60 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly right-of-way of Kirk Way; thence leaving said westerly right-of-way and along said Kirk Way right-of-way the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 253.53 feet; thence South 17°25'34" East, 131.60 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 17°25'34" East, 109.72 feet to intersect the northeasterly right-of-way of Interstate Highway Number 5; thence North 40°06'15" West, along said I-5 right-of-way, 113.00 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 01°13'36" (the long chord of which bears North 17°50'53" East, 18.87 feet); thence leaving said I-5 and Kirk Way rights-of-way, northerly 18.87 feet along the arc of said curve; thence North 89°38'18" East, 45.72 to the point of beginning.

Containing 0.06 acres, more or less.

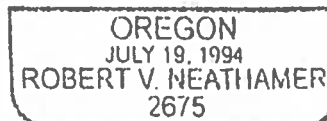
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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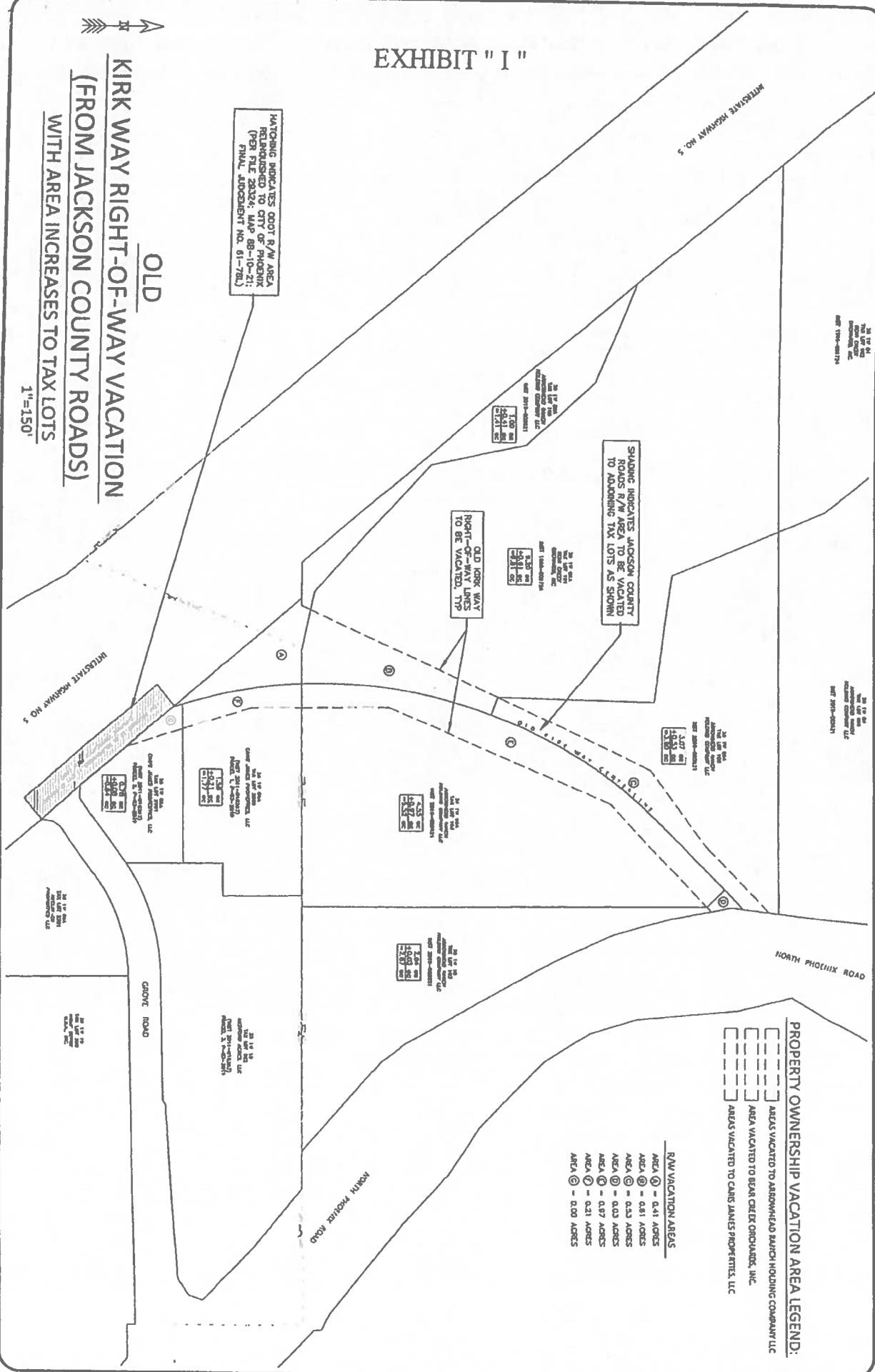
Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " I "

KIRK WAY RIGHT-OF-WAY VACATION
(FROM JACKSON COUNTY ROADS)
WITH AREA INCREASES TO TAX LOTS
1"=150'



PLATBOOK INDICATES GOVT R/W AREA
RELINQUISHED CITY OF PHOENIX
(PER FILE 20124, TRP 910-0-21;
FINAL ADJUDICENT NO. 61-704)

SHADING INDICATES JACKSON COUNTY
ROADS R/W AREA TO BE VACATED
TO ADJOINING TAX LOTS AS SHOWN

OLD RIGHT-WAY
RIGHT-OF-WAY LINES
TO BE VACATED. TRP

R/W VACATION AREAS

- AREA ① - 0.41 ACRES
- AREA ② - 0.81 ACRES
- AREA ③ - 0.53 ACRES
- AREA ④ - 0.03 ACRES
- AREA ⑤ - 0.97 ACRES
- AREA ⑥ - 0.21 ACRES
- AREA ⑦ - 0.10 ACRES

PROPERTY OWNERSHIP VACATION AREA LEGEND:

- ▬ AREAS VACATED TO ARBONHEAD BATCH HOLDING COMPANY LLC
- ▬ AREAS VACATED TO BEAR CREEK ORCHARDS, INC.
- ▬ AREAS VACATED TO CARIS JANES PROPERTIES, LLC

CITY OF PHOENIX, OREGON

ORDINANCE NO. 1041

**AN ORDINANCE ACCEPTING DEDICATION OF RIGHT-OF-WAY
IN THE CITY OF PHOENIX**

RECITALS:

WHEREAS, the City of Phoenix, Jackson County, Oregon, has received a request to dedicate right-of-way north of Grove Road and west of North Phoenix Road as follows:

See EXHIBIT "A"

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Phoenix, Jackson County, Oregon acting pursuant to the authority granted by its Charter that the dedication and modification located as referenced is within the City of Phoenix municipal boundaries and is hereby accepted.

1. The City Manager is hereby authorized to execute all documents necessary to carry out the intent of this Ordinance.
2. This Ordinance shall be in full force and effect upon adoption.
3. Prior to recording this Ordinance, the map for the dedicated area shall be attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Council and signed by me in authentication of thereof on this 1st day of July 2024.

Terry Baker, Mayor

ATTEST:

Approved as to form:

Bonnie Pickett, City Recorder

Douglas McGeary, City Attorney

AFTER RECORDING RETURN TO

City Recorder
City of Phoenix
112 W. 2nd Street
Phoenix, OR 97535

Map No.: _____

Tax Lot No.: _____

Grantor:

Grantee: City of Phoenix

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT _____, a
_____ hereinafter called the GRANTOR, does hereby grant
unto the CITY OF PHOENIX, an Oregon municipal corporation, hereinafter called the CITY, its
successors in interest and assigns, all the following real property in the County of Jackson, State
of Oregon, to be used and held by the CITY for public right-of-way purposes, bounded and
described as follows, to wit:

Exhibit 1 and 2

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its
successors in interest and assigns forever for public right-of-way purposes.

The true consideration of this conveyance is for other value given, the receipt of which is hereby
acknowledged by GRANTOR.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S
RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND
SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9
AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,
CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW
USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION
OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING**

OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____ 20__; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its members.

By:

PRINT NAME: _____

STATE OF OREGON)
) ss:
County of Jackson)

On this _____ day of _____, 20__, before me, the undersigned Notary Public in and for said State, personally appeared _____, as _____ of _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members/Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

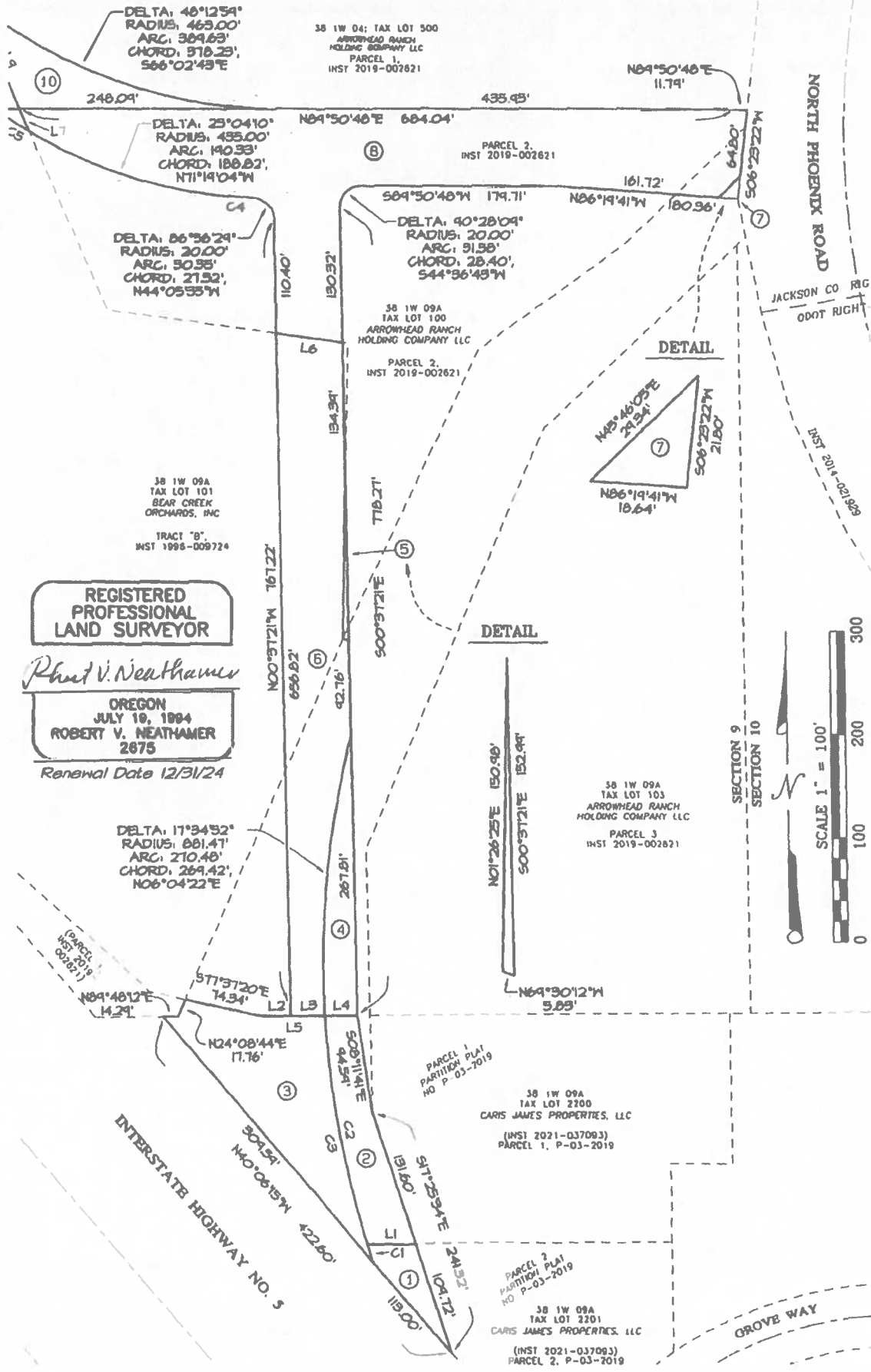
Notary Public for the State of Oregon
My Commission Expires: _____

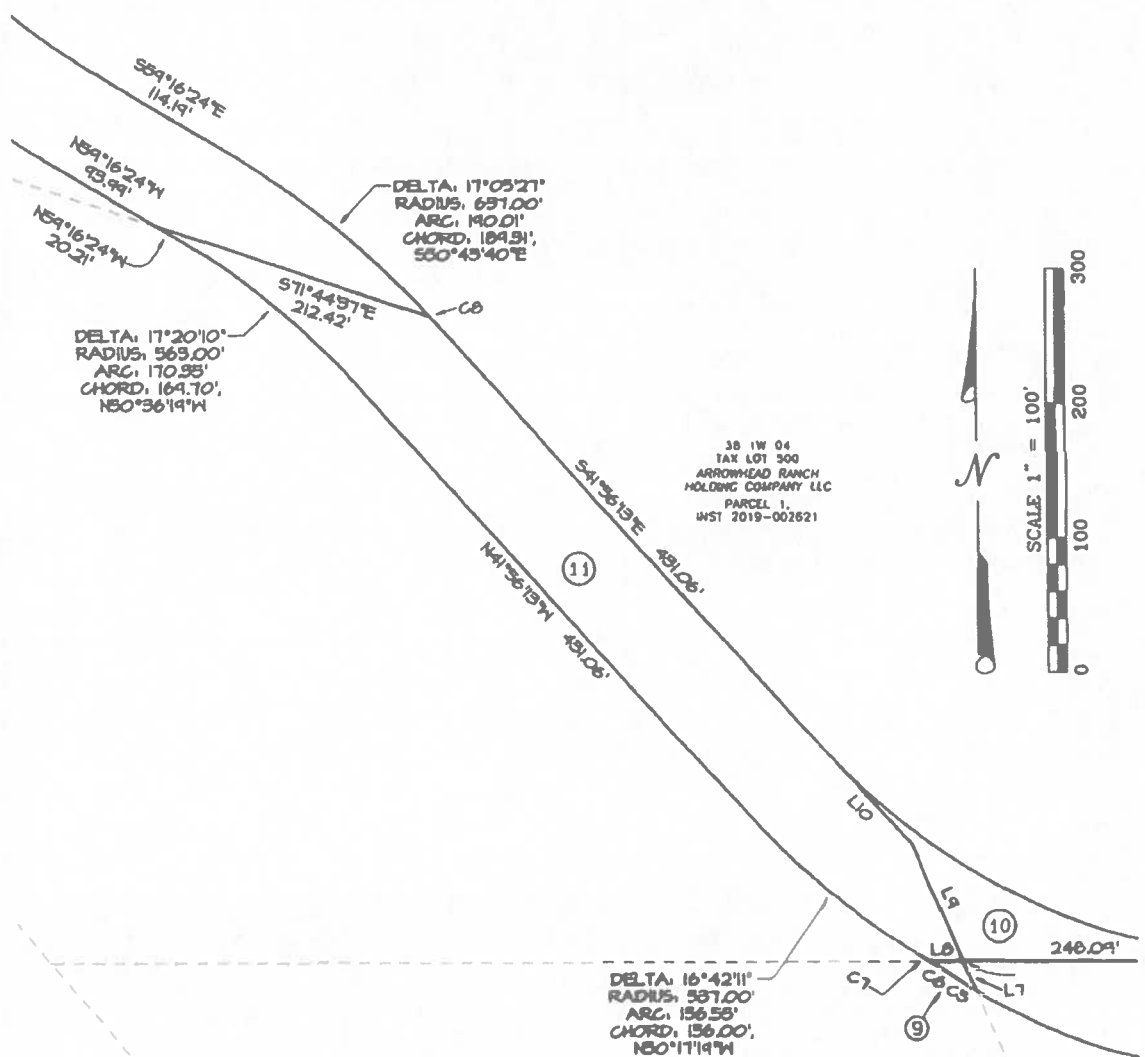
Accepted on behalf of the City of Phoenix.

By: _____
_____. City Manager

Attest: _____
_____. City Recorder

EXHIBIT " 1 "

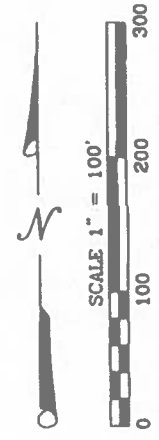




DELTA: 17°20'10"
 RADIUS: 563.00'
 ARC: 170.93'
 CHORD: 169.70'
 NB0°36'19"W

DELTA: 17°05'27"
 RADIUS: 657.00'
 ARC: 190.01'
 CHORD: 184.31'
 S50°45'40"E

38 1W 04
 TAX LOT 300
 ARROWHEAD RANCH
 HOLDING COMPANY LLC
 PARCEL 1,
 WST 2019-002621



DELTA: 16°42'11"
 RADIUS: 597.00'
 ARC: 136.58'
 CHORD: 136.00'
 NB0°11'19"W

INTERSTATE HIGHWAY NO. 5

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Robert V. Neathamer

**OREGON
 JULY 19, 1994
 ROBERT V. NEATHAMER
 2875**

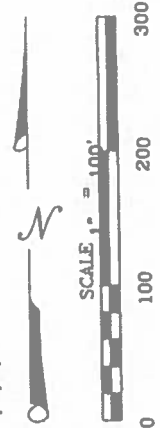
Renewal Date 12/31/24

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	01°13'36"	881.47'	10.87'	N17°50'53"W	10.87'
C2	14°31'01"	881.47'	223.34'	N09°58'35"W	222.74'
C3	15°44'36"	881.47'	242.21'	S10°35'22"E	241.44'
C4	03°42'41"	549.00'	35.56'	N05°42'30"W	35.55'
C5	02°49'55"	435.00'	21.50'	N51°22'01"W	21.50'
C6	01°45'08"	600.00'	10.35'	N56°49'38"W	10.35'
C7	00°56'13"	600.00'	9.81'	N58°10'18"W	9.81'
C8	00°14'44"	637.00'	2.73'	S42°03'35"E	2.73'

S05°47'48"E
75.27'

38 1W 04
TAX LOT 500
ARROWHEAD RANCH
HOLDING COMPANY LLC
PARCEL
RST 2019-002821



LINE TABLE

LINE	BEARING	DISTANCE
L1	N09°38'18"E	45.72'
L2	N09°48'12"E	28.30'
L3	N09°48'12"E	32.54'
L4	N09°48'12"E	31.41'
L5	N09°48'12"E	60.89'
L6	S02°18'36"E	64.68'
L7	N22°57'00"W	23.56'
L8	N09°50'48"E	24.28'
L9	N22°57'00"W	43.74'
L10	N41°56'13"W	91.30'

DELTA: 74°41'46"
RADIUS: 563.00'
ARC: 133.98'
CHORD: 683.09'
S21°58'51"E

DELTA: 13°22'43"
RADIUS: 637.00'
ARC: 815.80'
CHORD: 761.18'
N22°33'02"W

CORNER COMMON TO
SE, D1.C. 40 AND
SM D1.C. 85

S09°16'24"E
114.19'

N09°16'24"W
83.99'

N09°16'24"W
20.21'

DELTA: 17°08'21"
RADIUS: 637.00'
ARC: 190.01'
CHORD: 189.31'
S50°48'40"E

S71°44'37"E
212.42'

DELTA: 17°20'10"
RADIUS: 563.00'
ARC: 170.35'
CHORD: 169.70'
N50°36'19"W

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Robert V. Neathamer

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2875

Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 3)
LEGAL DESCRIPTION**

That real property as described in Instrument Number 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 778.27 feet; thence South 08°11'41" East, 94.59 feet to an angle point on the westerly boundary of that real property per Parcel 1 of Instrument Number 2021-037093 of the Official Records of Jackson County, Oregon; thence South 17°25'34" East, along the westerly boundaries of Parcels 1 and 2 of said instrument, 241.32 feet to the southwest corner of said Parcel 2, being a point on the northeasterly right-of-way of Interstate Highway Number 5, being at station 1018+16.77 at 180.00 feet left of the centerline thereof; thence North 40°06'15" West, along said highway right-of-way, 113.00 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said highway right-of-way, North 40°06'15" West, 309.59 feet to intersect the southerly boundary of that real property per said Instrument Number 2019-002621; thence leaving said highway right-of-way, North 89°48'12" East, along said southerly boundary, 14.29 feet to an angle point thereof; thence North 24°08'44" East, along the easterly boundary of said instrument, 17.76 feet to intersect the southerly boundary of that real property per said Instrument Number 96-009724; thence South 77°37'20" East, along said southerly boundary, 74.34 feet; thence North 89°48'12" East, continuing along said southerly boundary and extension thereof, 60.89 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 15°44'36" (the long chord of which bears South 10°35'22" East, 241.44 feet); thence 242.21 feet southerly along the arc of said curve to the Point of Beginning.

Containing 0.41 acre, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Robert V. Neathamer

**OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675**

Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 4)
LEGAL DESCRIPTION**

That real property as described in Instrument Number 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 510.46 feet to the TRUE POINT OF BEGINNING; thence continuing South 00°37'21" East, 267.81 feet; thence South 89°48'12" West, 31.41 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 17°34'52" (the long chord of which bears North 06°04'22" East, 269.42 feet); thence northerly and northeasterly 270.48 feet along the arc of said curve to the Point of Beginning.

Containing 0.14 acre, more or less.

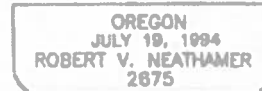
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.,
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 5)
LEGAL DESCRIPTION**

A portion of those real properties as described in Parcel 2 of Instrument Number 2019-002621 and 2023-_____ of the Official Records of Jackson County, Oregon, being located within the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 264.71 feet to intersect the common boundary per those real properties described in Instruments Numbered 96-009724 (Tract B) and 2019-002621 (Parcel 2) of the Official Records of Jackson County, Oregon, and being the **TRUE POINT OF BEGINNING**; thence continuing South 00°37'21" East, 152.99 feet; thence North 69°30'12" West, 5.83 feet to intersect said common boundaries of Instruments Numbered 96-009724 and 2019-002621; thence North 01°26'25" East, along said common boundaries, 150.98 feet to the Point of Beginning.

Containing 0.01 acre, more or less.

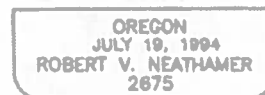
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 7)
LEGAL DESCRIPTION**

That tract of land is described in Instrument Number 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 64.80 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 06°23'22" West, along said westerly right-of-way, 21.80 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 18.64 feet; thence North 45°46'05" East, 29.34 feet to the Point of Beginning.

Containing 203 square feet, more or less.

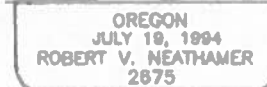
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 8)
LEGAL DESCRIPTION**

A portion of those real properties as described in Parcel 2 of Instrument Number 2019-002621 and 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 41, in the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Beginning at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 64.80 feet; thence leaving said westerly right-of-way, South 45°46'05" West, 29.34 feet; thence North 86°19'41" West, 161.72 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 130.32 feet; thence North 82°18'36" West, 64.68 feet; thence North 00°37'21" West, 110.40 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 86°56'29" (the long chord of which bears North 44°05'35" West, 27.52 feet); thence 30.35 feet along the arc of said curve to the beginning of a reverse curve to the right, having a radius of 549.00 feet and a central angle of 03°42'41" (the long chord of which bears North 85°42'30" West, 35.55 feet); thence 35.56 feet along the arc of said curve to the beginning of a compound curve to the right, having a radius of 435.00 feet and a central angle of 25°04'10" (the long chord of which bears North 71°19'04" West, 188.82 feet); thence 190.33 feet along the arc of said curve to intersect the common boundary of said Instruments Numbered 96-009724 and 2019-002621; thence North 22°57'00" West, along said common boundary, 23.56 feet to intersect the common boundary per Sections 4 and 9; thence leaving said common instrument boundary, North 89°50'48" East, along said section line, 684.04 feet to the Point of Beginning.

Containing 1.35 acre, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 10)
LEGAL DESCRIPTION**

A portion of that real property as described in Parcel 1 of Instrument Number 2019-002621 of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claims Numbered 41 and 83, in the Southeast One-quarter of Section 4, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range, thence South 89°50'48" West, along the line common to Sections 4 and 9, 435.95 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said section line, South 89°50'48" West, 248.09 feet to a corner common to said Instrument Number 2019-002621 and "Tract "B" of Instrument Number 96-009724 of the Official Records of Jackson County, Oregon; thence leaving said section line, North 22°57'00" West, along the common boundary of said instruments, 93.74 feet; thence continuing along said common boundary, North 41°56'13" West, 91.30 feet to the beginning of a curve concave northerly, having a radius of 463.00 feet and a central angle of 48°12'59" (the long chord of which bears South 66°02'43" East, 378.23 feet); thence southeasterly 389.63 feet along the arc of said to the Point of Beginning.

Containing 0.17 acre, more or less.

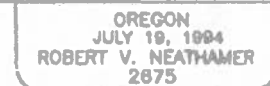
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
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3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 12)
LEGAL DESCRIPTION**

A portion of that real property as described in Parcel 1 of Instrument Number 2019-002621 of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 83, in the Southeast One-quarter of Section 4, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence South 89°50'48" West, along the line common to Sections 4 and 9, 435.95 feet to the beginning of a tangent curve to the right, having a radius of 463.00 feet and a central angle of 48°12'59" (the long chord of which bears North 66°02'43" West, 378.23 feet); thence 389.63 feet along the arc of said curve to an angle point on the common boundary of Tract "B" of Instrument Number 96-009724 and said Instrument Number 2019-002621 of the Official Records of Jackson County, Oregon; thence North 41°56'13" West, 431.06 feet to the beginning of a tangent curve to the left, having a radius of 637.00 feet and a central angle of 00°14'44" (the long chord of which bears North 42°03'35" West, 2.73 feet); thence 2.73 feet along the arc of said curve to the TRUE POINT OF BEGINNING; thence continuing along said common boundary, North 71°44'37" West, 212.42 feet; thence leaving said common boundary, North 59°16'24" West, 93.99 feet to the beginning of a tangent curve to the right, having a radius of 637.00 feet and a central angle of 73°22'43" (the long chord of which bears North 22°35'02" West, 761.18 feet); thence 815.80 feet along the arc of said curve to intersect the north boundary of said Parcel 1; thence South 85°47'48" East, along said northerly boundary, 75.27 feet to the beginning of a curve concave northeasterly, having a radius of 563.00 feet and a central angle of 74°41'46" (the long chord of which bears South 21°55'31" East, 683.09 feet); thence 733.98 feet along the arc of said curve; thence tangent to said curve, South 59°16'24" East, 114.19 feet to the beginning of a tangent curve to the right, having a radius of 637.00 feet and a central angle of 17°05'27" (the long chord of which bears South 50°43'40" East, 189.31 feet); thence 190.01 feet along the arc of said curve to the Point of Beginning.

Containing 1.68 acre, more or less.

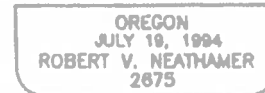
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 6)
LEGAL DESCRIPTION**

A portion of those real properties as described in Instruments Numbered 96-009724 (Tract "B") and 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land-Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 130.32 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 00°37'21" East, 134.39 feet to intersect the common boundary per those real properties described in Instruments Numbered 96-009724 (Tract B) and 2019-002621 (Parcel 2) of the Official Records of Jackson County, Oregon; thence South 01°26'25" West, along said common boundary, 150.98 feet; thence leaving said common boundary, South 69°30'12" East, 5.83 feet; thence South 00°37'21" East, 92.76 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 17°34'52" (the long chord of which bears South 06°04'22" West, 269.42 feet); thence southwesterly and southerly 270.48 feet along the arc of said curve feet; thence South 89°48'12" West, 32.59 feet; thence North 00°37'21" West, 656.82 feet; thence South 82°18'36" East, 64.68 feet to the Point of Beginning.

Containing 0.81 acre, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
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3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert V. Neathamer

OREGON
JULY 10, 1984
ROBERT V. NEATHAMER
2875

Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 9)
LEGAL DESCRIPTION**

A portion of that real property as described in Tract "B" of Instrument Number 96-009724 of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range: thence South 89°50'48" West, along the line common to Sections 4 and 9, 684.04 feet to a corner common to said Instrument Number 96-009724 and Parcel 2 of Instrument Number 2019-002621 of the Official Records of Jackson County, Oregon, and being the **TRUE POINT OF BEGINNING**; thence South 22°57'00" East, along last said common boundary, 23.56 feet to the beginning of a curve concave northeasterly, having a radius of 435.00 feet and a central angle of 02°49'55" (the long chord of which bears North 57°22'01" West, 21.50 feet); thence leaving said common boundary, northwesterly 21.50 feet along the arc of said curve to the beginning of a reverse curve to the left, having a radius of 600.00 feet and a central angle of 01°45'08" (the long chord of which bears North 56°49'38" West, 18.35 feet); thence 18.35 feet along the arc of said curve to intersect the aforesaid common boundary of Sections 4 and 9; thence North 89°50'48" East, along said section line, 24.28 feet to the Point of Beginning.

Containing 0.01 acre, more or less.

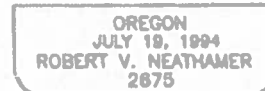
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 11)
LEGAL DESCRIPTION**

A portion of that real property as described in Tract "B" of Instrument Number 96-009724 of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 83, in the Southeast One-quarter of Section 4, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence South 89°50'48" West, along the line common to Sections 4 and 9, 684.04 feet to a corner common to said Instrument Number 96-009724 and Parcel 1 of Instrument Number 2019-002621 of the Official Records of Jackson County, Oregon, and being the **TRUE POINT OF BEGINNING**; thence continuing along said section line, South 89°50'48" West, 24.28 feet to the beginning of a curve concave southwesterly, having a radius of 600.00 feet and a central angle of 00°56'13" (the long chord of which bears North 58°10'18" West, 9.81 feet); thence northwesterly 9.81 feet along the arc of said curve to the beginning of a reverse curve to the right, having a radius of 537.00 feet and a central angle of 16°42'11" (the long chord of which bears North 50°17'19" West, 156.00 feet); thence 156.55 feet along the arc of said curve; thence tangent to said curve, North 41°56'13" West, 431.06 feet to the beginning of a tangent curve to the left, having a radius of 563.00 feet and a central angle of 17°20'10" (the long chord of which North 50°36'19" West, 169.70 feet); thence 170.35 feet along the arc of said curve; thence North 59°16'24" West, 20.21 feet to intersect aforesaid common boundary of Instruments Numbered 96-009724 and 2019-002621; thence along said common boundary, the following courses: South 71°44'37" East, 212.42 feet to the beginning of a curve concave southwesterly, having a radius of 637.00 feet and a central angle of 00°14'44" (the long chord of which bears South 42°03'35" East, 2.73 feet); thence southeasterly 2.73 feet along the arc of said curve; thence tangent to said curve, South 41°56'13" East, 431.06 feet; thence South 41°56'13" East, 91.30 feet; thence South 22°57'00" East, 93.74 feet to the Point of Beginning.

Containing 1.10 acre, more or less.

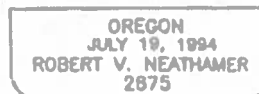
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (reference: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered, 19036-A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**RIGHT OF WAY DEDICATION (KIRK WAY, AREA 1)
LEGAL DESCRIPTION**

That real property as described in Instrument Number 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation Land Claim Number 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows;

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 778.27 feet; thence South 08°11'41" East, 94.59 feet to an angle point on the westerly boundary of that real property per Parcel 1 of Instrument Number 2021-037093 of the Official Records of Jackson County, Oregon; thence South 17°25'34" East, along the westerly boundary of said Parcel 1, 131.60 feet to the southwest corner of said Parcel 1, being common with the northwest corner of Parcel 2 of said instrument and being the **TRUE POINT OF BEGINNING**; thence South 17°25'34" East, along the westerly boundary of said Parcel 2, 109.72 feet to a point on the northeasterly right-of-way of Interstate Highway Number 5, being at station 1018+16.77 at 180.00 feet left of the centerline thereof; thence North 40°06'15" West, along said highway right-of-way, 113.00 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 01°13'36" (the long chord of which bears North 17°50'53" West, 18.87 feet); thence northerly 18.87 feet along the arc of said curve; thence North 89°38'13" East, 45.72 feet to the Point of Beginning.

Containing 0.06 acre, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062

Date: September 7, 2023

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Robert V. Neathamer

**OREGON
JULY 10, 1894
ROBERT V. NEATHAMER
2675**

Renewal Date 12/31/24

**RIGHT-OF-WAY DEDICATION (KIRK WAY, AREA 2)
LEGAL DESCRIPTION**

That real property as described in Instrument Number 2023-_____ of the Official Records of Jackson County, Oregon, being located within a portion of Donation 1 and Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 86.60 feet; thence leaving said westerly right-of-way, North 86°19'41" West, 180.36 feet; thence South 89°50'48" West, 179.71 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet and a central angle of 90°28'09" (the long chord of which bears South 44°36'43" West, 28.40 feet); thence 31.58 feet along the arc of said curve; thence South 00°37'21" East, 778.27 feet to the **TRUE POINT OF BEGINNING**; thence South 08°11'41" East, 94.59 feet to an angle point of the westerly boundary of that real property per Parcel 1 of Instrument Number 2021-037093 of the Official Records of Jackson County, Oregon; thence South 17°25'34" East, along said westerly boundary, 131.60 feet to the southwest corner of said Parcel 1, being common with the northwest corner of Parcel 2 of said instrument; thence South 89°38'18" West, 45.72 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 14°31'01" (the long chord of which bears North 09°58'35" West, 222.74 feet); thence northerly 223.34 feet along the arc of said curve; thence North 89°48'12" East, 31.41 feet to the Point of Beginning.

(Containing 0.20 acre, more or less)

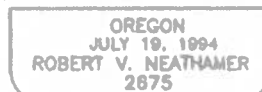
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036 A and 20062

Date: September 7, 2023



Robert V. Neathamer



Renewal Date 12/31/24

**APPLICATION
FOR PETITION
TO VACATE
RIGHT-OF-WAY**

Community & Economic Development
220 N. Main St., P.O. Box 330 Phoenix, OR 97540
(541) 535-2050
Fax (541) 535-5769



APPLICATION FEES: Preparation and Recording Fee [\$1,000]

APPLICANT INFORMATION

Petitioner Name: ARROWHEAD RANCH HOLDING COMPANY, LLC Date: 3/20/2024
 Mailing Address: 815 ALDER CREEK DR Phone 1: 541-776-1200
 Email Address: RANDY@MAHARHOMES.COM Phone 2: _____

PROJECT INFORMATION

Location of Proposed Vacation: PORTION OF KIRK WAY, PREVIOUSLY OWNED BY JACKSON COUNTY, TRANSFERED TO THE CITY OF PHOENIX

Assessor Map(s) and Abutting Tax Lot Information: T____S, R____E, Section____, Tax Lot(s)_____

Attach legal description of vacation area (Must be prepared by a professional Land Surveyor licensed in the State of Oregon)

SEE ATTACHED

Existing Public Improvements: (Check all that apply. If no existing improvements, then write none.)

____ Street ____ Sidewalk ____ Sewer ____ Stormwater Drainage
 ____ Curb ____ Paths ____ Water ____ Utilities

Describe reason for request: VACATE THIS SECTION OF RIGHT OF WAY TO IMPLEMENT DONATION OF CONFORMING REPLACEMENT RIGHT OF WAY

Describe any encroachments (buildings & fences) and significant site features (topography, rocks, trees, other):
NONE

CERTIFICATION: By signing, I certify that I have examined the completed application for petition to vacate right-of-ways and the information on this application is true and correct. I further certify that I have been provided with and have carefully read the City of Phoenix's guidelines for PETITIONS TO VACATE PUBLIC RIGHTS-OF-WAY. I UNDERSTAND THAT THERE IS NO GUARANTEE OF VACATION. The vacation petition will be processed in accordance with the City of Phoenix Land Development Code and State Law.

NAME (PRINT OR TYPE)

RANDAL JONES

SIGNATURE

Randall Jones

DATE

3/21/24

COMMUNITY & ECONOMIC DEVELOPMENT USE ONLY

File No.: VA24-01 Application Submitted: 3/21/24
 Preparation Fee Paid: \$1000.00 Petition to Vacate Rec: 3/21/24
 Receipt No.: 202336 & 7 Application Complete: _____

**ATTACHMENT 3 (CONT.)
VERIFICATION OF OWNERSHIP**

List of all abutting property owners and property owners within the affected area.

Name(s) of Abutting Owner	Mailing Address	Assessor's Tax Lot Number
BEAR CREEK ORCHARD INC	P.O. BOX 9000 MEDFORD	38-1W-09A TL 101
CARLIS JAMES PROPERTIES LLC	325 EHRMAN W MEDFORD	381W09A TL 2200 2201
Name(s) of Affected Owners	Mailing Address	Assessor's Tax Lot Number
SEE ABOVE		
SEE ABOVE		

ATTACHMENT 4

SIGNED CONSENT OF ABUTTING PROPERTY OWNERS

We, the undersigned abutting property owners, understand there is a petition directed to the City Council of the City of Phoenix, Jackson County, Oregon, seeking a vacation of a portion of (Name of street or alley) in the City of Phoenix, Jackson County, Oregon. (Attach the legal description and map when seeking signatures.)

Pursuant to ORS 271.080(2), we consent to the petition.

ABUTTING PROPERTY OWNER SIGNATURES

Name	Tax Lot Number	Signature	Date
SEE ATTACHED			

ATTACHMENT 5

SIGNED CONSENTS OF TWO-THIRDS OF THE AFFECTED PROPERTY OWNERS

We, the undersigned affected property owners, understand there is a petition directed to the City Council of the City of Phoenix, Jackson County, Oregon, seeking a vacation of a portion of (Name of street or alley) in the City of Phoenix, Jackson County, Oregon. (Attach the legal description and map when seeking signatures.)

Pursuant to ORS 291.010(2), we hereby grant our consent to the petition.

AFFECTED PROPERTY OWNER SIGNATURES

Name	Tax Lot Number	Signature	Date
SEE ATTACHED			

BEFORE THE CITY OF PHOENIX CITY COUNCIL

COUNTY OF JACKSON, STATE OF OREGON

IN THE MATTER OF INITIATION)
OF PROCEEDINGS TO VACATE)
A PORTION OF DEDICATED)
RIGHT-OF-WAY LOCATED PARTIALLY)
WITHIN DONATION LAND CLAIM) **PETITION TO VACATE**
NUMBER 41, IN THE NORTHEAST)
ONE-QUARTER OF SECTION 9,)
TOWNSHIP 38 SOUTH, RANGE 1 WEST)
OF THE WILLAMETTE MERIDIAN,)
JACKSON COUNTY, OREGON;)
Known as a portion of Kirk Way.)

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PHOENIX:

The petitioners, representing to be 100% of the owners, owning 100% of the property abutting that portion of right-of-way, known as Kirk Way, the right-of-way sought to be vacated, located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, as described on the attached Exhibit "A" and generally shown on the attached Exhibit "B"; both of such exhibits incorporated herein by reference; and

This portion of right-of-way sought to be vacated, which was previously a part of North Phoenix Road, was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470; and

The portion of the right-of-way proposed to be vacated is all within the boundaries of the Petitioners' property. There are no other abutting property owners. This portion of the road is not needed for the public road system as additional right-of-way has been planned for dedication for a new alignment of Kirk Way and the public will benefit from the proposed new alignment; and

This action will not deny access to any parcel nor create any landlocked parcels; and now

THEREFORE, pursuant to the provisions of ORS 271.080 et. seq., Petitioners do hereby request and petition the City Council of the City of Phoenix to vacate that portion of public way, known as Kirk Way right-of-way, being more particularly described on Exhibit "A" adjacent to Tax Lot Nos. 100, 101, 103, 105, 2200 and 2201 in Map No. 381W09A, and a portion of Tax Lot 103 in Map No. 381W10, Jackson County, Oregon and that the vacated portion of right-of-way revert to the abutting property owners as follows, and as provided by law:

- A. That portion as described in Exhibit "C" and as shown on Exhibit "I" as "Area C" revert to Tax Lot 100, being more particularly described in Instrument No. 2019-002621 of the Official Records of Jackson County, Oregon.
- B. That portion as described in Exhibit "D" and as shown in Exhibit "I" as "Area B" revert to Tax Lot 101, being more particularly described in Instrument No. 1996-009724 of the Official Records of Jackson County, Oregon.
- C. That portion as described in Exhibit "E" and as shown in Exhibit "I" as "Area D" and "Area E" revert to Tax Lot 103, being more particularly described in Instrument No. 2019-002621 of the Official Records of Jackson County, Oregon.
- D. That portion as described in Exhibit "F" and as shown in Exhibit "I" as "Area A" revert to Tax Lot 105, being more particularly described in Instrument No. 2019-002621 of the Official Records of Jackson County, Oregon.
- E. That portion as described in Exhibit "G" and as shown in Exhibit "I" as "Area F" revert to Tax Lot 2200, being more particularly described as Parcel 1, P-03-2019, Instrument No. 2011-016393 of the Official Records of Jackson County, Oregon.
- F. That portion as described in Exhibit "H" and as shown in Exhibit "I" as "Area G" revert to Tax Lot 2201, being more particularly described as Parcel 2, P-03-2019, Instrument No. 2011-016393 of the Official Records of Jackson County, Oregon.

RESPECTFULLY SUBMITTED THIS _____ DAY OF _____, 2024.

(Notarial forms and signature pages follow)

Arrowhead Ranch Holding Company, LLC

Michael T. Mahar

By *Randall D. Jones*

His Attorney in Fact

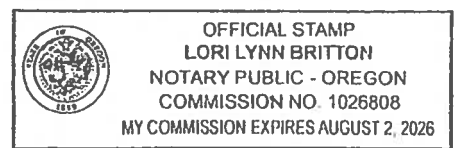
Michael T. Mahar, its Member
815 Alder Creek Dr.
Medford, OR 97504
Map # 381W09A Tax Lots # 100, 103, 105
Map # 381W10 Tax Lot # 103

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 2 day of February, 2024, by MICHAEL T. MAHAR, as Member of ARROWHEAD RANCH HOLDING COMPANY, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.

Lori Lynn Britton

Notary Public for Oregon
My Commission expires 8-2-26



(Notarial forms and signature pages follow)

Bear Creek Orchards, Inc.




Edward E. Ford, III, SVP and Treasurer
2500 S. Pacific Hwy
Medford, OR 97501
Map # 301W109A Tax Lot # 101

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 8th day of March, 2024, by EDWARD E. FORD III, as SVP/Treasurer of BEAR CREEK ORCHARDS, INC., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.




Notary Public for Oregon
My Commission expires Nov. 8, 2024

(Notarial forms and signature page follows)

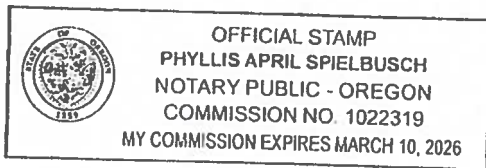
Caris James Properties, LLC



Brian Garrison, its Manager
325 Ehrman Way
Medford, OR 97501
Map # 381W09A Tax Lots # 2200, 2201

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 14 day of February 2024, by BRIAN GARRISON, as MANAGER of CARIS JAMES PROPERTIES, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.




Notary Public for Oregon
My Commission expires 3/10/2026

EXHIBIT " A "

KIRK WAY RIGHT-OF-WAY VACATION LEGAL DESCRIPTION

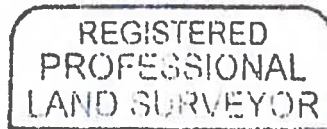
That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the common boundary of Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said westerly right-of-way, the following courses: South 06°23'22" West, 69.29 feet; thence South 10°47'53" East, 37.18 feet; thence leaving said westerly right-of-way of North Phoenix Road, and along the rights-of-way of Kirk Way, the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 253.53 feet; thence South 17°25'34" East, 241.32 feet to a point on the northeasterly right-of-way of Interstate Highway Number 5, being at station 1018+16.77 at 180.00 feet left of the centerline thereof; thence North 40°06'15" West, along said highway, 422.60 feet; thence leaving said highway right-of-way, North 89°48'12" East, 14.29 feet; thence North 24°08'44" East, 398.00 feet; thence North 25°25'57" East, 308.43 feet; thence North 53°50'28" East, 173.05 feet; thence North 45°46'45" East, 162.01 feet to the Point of Beginning.

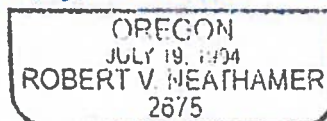
Containing 2.83 acres, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Projects Numbered: 19036-A and 20062
Date: August 31, 2023

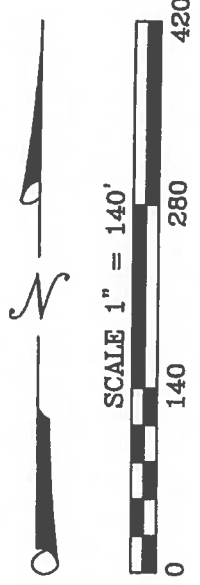
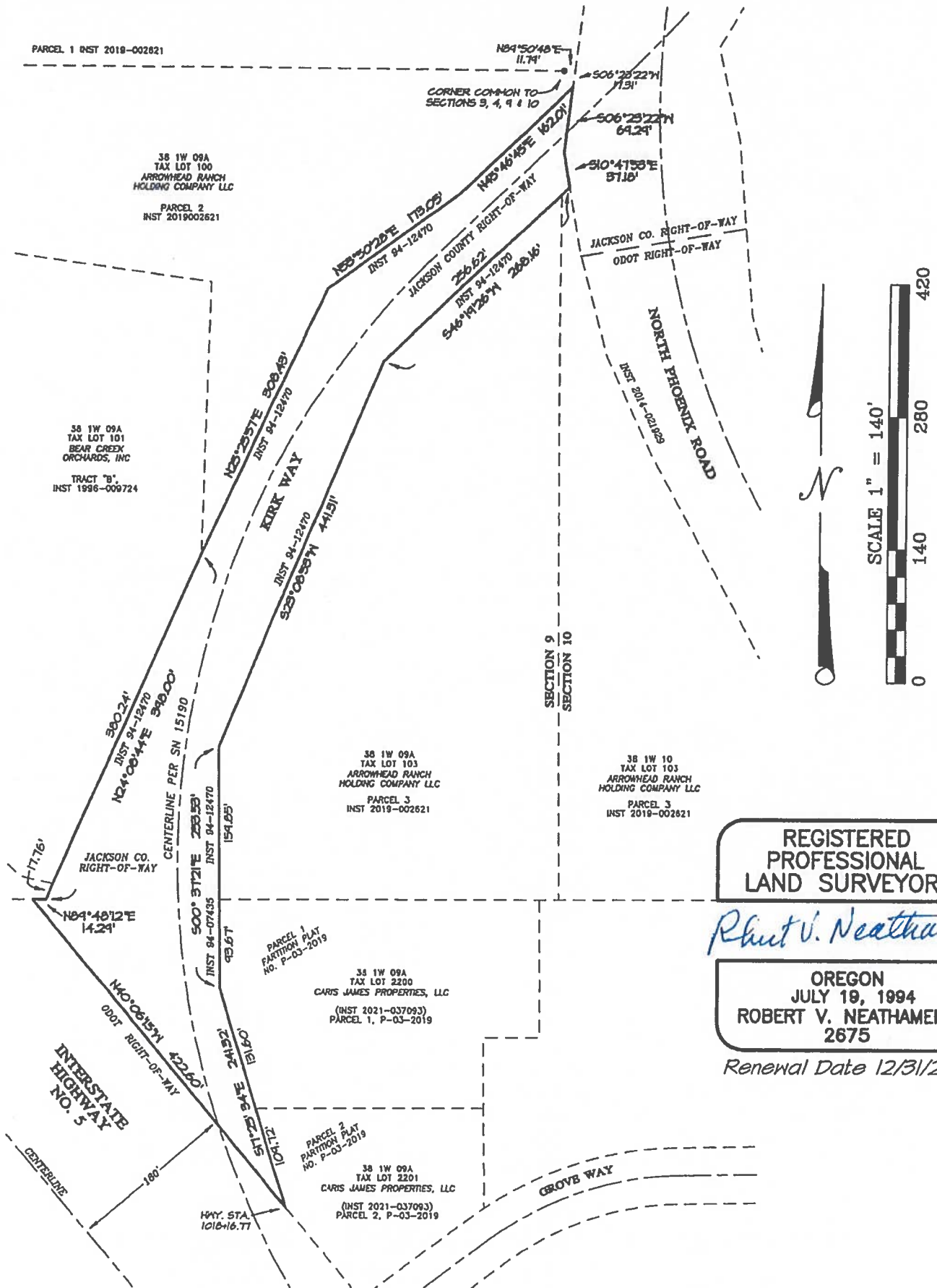


Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " B "



**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Robert V. Neathamer

**OREGON
 JULY 19, 1994
 ROBERT V. NEATHAMER
 2675**

Renewal Date 12/31/24

EXHIBIT " C "

KIRK WAY RIGHT-OF-WAY VACATION AREA "C" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

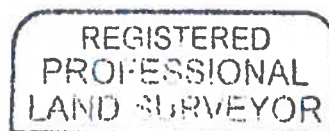
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet to the **TRUE POINT OF BEGINNING**; thence South 06°23'22" West, 47.79 feet; thence South 45°46'05" West leaving said right-of-way, 194.60 feet to the beginning of a curve concave southeasterly, having a radius of 881.47 feet and a central angle of 25°16'17" (the long chord of which bears South 33°07'56" West, 385.65 feet); thence southwesterly 388.79 feet along the arc of said curve; thence North 69°30'12" West, 34.99 feet to intersect aforesaid westerly right-of-way of Kirk Way; thence along said westerly right-of-way the following courses and distances: North 25°25'57" East, 308.43 feet; thence North 53°50'28" East, 173.05 feet; thence North 45°46'45" East, 162.01 feet to the point of beginning.

Containing 0.53 acres, more or less.

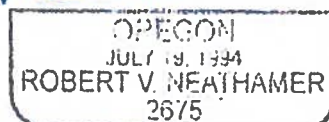
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Projects Numbered: 19036-A and 20062

Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " D "

KIRK WAY RIGHT-OF-WAY VACATION AREA "B" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

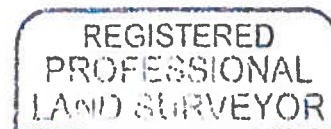
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet; thence leaving said right-of-way and along the northerly and westerly right-of-way of Kirk Way, the following courses: South 45°46'45" West, 162.01 feet; thence South 53°50'28" West, 173.05 feet; thence South 25°25'57" West, 308.43 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, South 69°30'12" East, 34.99 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 23°12'52" (the long chord of which bears South 08°53'22" West, 354.71 feet); thence southerly 357.15 feet along the arc of said curve; thence South 89°48'12" West, 60.89 feet; thence North 77°37'20" West, 74.34 feet to intersect to the westerly right-of-way of Kirk Way; thence North 24°08'44" East, along said westerly right-of-way, 380.24 feet to the point of beginning.

Containing 0.61 acres, more or less.

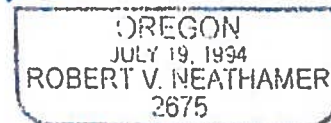
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Projects Numbered: 19036-A and 20062

Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " E-1 "

KIRK WAY RIGHT-OF-WAY VACATION AREA "D" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within the Northeast One-quarter of Section 9 and the Northwest One-quarter of Section 10, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

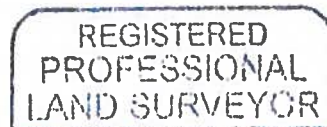
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, along said westerly right-of-way, 64.80 feet to the **TRUE POINT OF BEGINNING**; thence South 06°23'22" West, 21.80 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly-southeasterly right-of-way of Kirk Way; thence leaving said westerly right-of-way, South 46°19'26" West, along said Kirk Way right-of-way, 11.54 feet; thence leaving said Kirk Way right-of-way, North 44°13'55" West, 44.74 feet; thence North 45°46'05" East, 48.87 feet to the point of beginning.

Containing 0.03 acres, more or less.

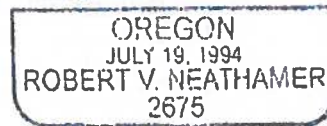
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " E-2 "

KIRK WAY RIGHT-OF-WAY VACATION AREA "E" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

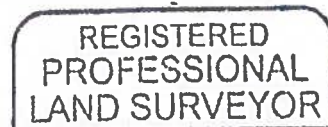
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 64.80 feet; thence leaving said right-of-way, South 45°46'05" West, 48.87 feet to the **TRUE POINT OF BEGINNING**; thence South 44°13'55" East, 44.74 feet to intersect the easterly-southeasterly right-of-way of Kirk Way; thence along said Kirk Way right-of-way the following courses: South 46°19'26" West, 256.62 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 159.85 feet; thence leaving said Kirk Way right-of-way, South 89°48'12" West, 43.88 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 48°29'09" (the long chord of which bears North 21°31'30" East, 723.88 feet); thence northerly 745.94 feet along the arc of said curve; thence North 45°46'05" East, 145.73 feet to the point of beginning.

Containing 0.97 acres, more or less.

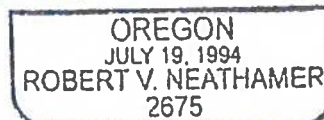
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Projects Numbered: 19036-A and 20062

Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " F "

KIRK WAY RIGHT-OF-WAY VACATION AREA "A" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line, South 06°23'22" West, along said westerly right-of-way, 17.31 feet; thence leaving said right-of-way and along the northerly and westerly right-of-way of Kirk Way, the following courses: South 45°46'45" West, 162.01 feet; thence South 53°50'28" West, 173.05 feet; thence South 25°25'57" West, 308.43 feet; thence South 24°08'44" West, 380.24 feet to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, South 77°37'20" East, 74.34 feet; thence North 89°48'12" East, 60.89 feet to a point on a curve concave easterly, having a radius of 881.47 feet and a central angle of 15°44'36" (the long chord of which bears South 10°35'22" East, 241.44 feet); thence southerly-southeasterly 242.21 feet along the arc of said curve to intersect the northeasterly right-of-way of Interstate Highway Number 5; thence North 40°06'15" West, along said I-5 right-of-way, 309.60; thence leaving said I-5 right-of-way and along said Kirk Way right-of-way, the following courses: North 89°48'12" East, 14.29 feet; thence North 24°08'44" East, 17.76 feet to the point of beginning.

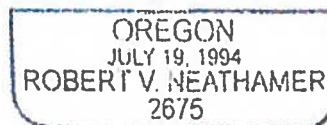
Containing 0.41 acres, more or less.

Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
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Projects Numbered: 19036-A and 20062
Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " G "

KIRK WAY RIGHT-OF-WAY VACATION AREA "F" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claim Number 41, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

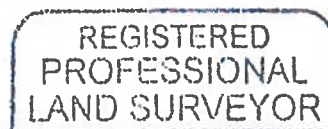
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, 86.60 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly right-of-way of Kirk Way; thence leaving said westerly right-of-way and along said Kirk Way right-of-way of the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 159.85 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 00°37'21" East, 93.67 feet; thence South 17°25'34" East, 131.60 feet; thence leaving said Kirk Way right-of-way, South 89°38'18" West, 45.72 feet to a point on a curve concave easterly, having a radius of 881.47 and a central angle of 14°31'01" (the long chord of which bears North 09°58'35" West, 222.74 feet); thence along the arc of said curve, 223.34 feet; thence North 89°48'12" East, 43.88 feet to the point of beginning.

Containing 0.21 acres, more or less.

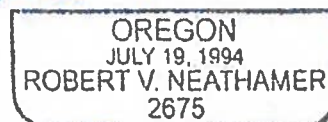
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024

EXHIBIT " H "

KIRK WAY RIGHT-OF-WAY VACATION AREA "G" LEGAL DESCRIPTION

That area commonly known as Kirk Way, which was previously a part of North Phoenix Road that was petitioned to be created in 1869, referenced in Road Record Volume 1 at Page 137, Jackson County, Oregon, and as further adjusted and/or added to via Instruments Numbered 94-07435 and 94-12470, of the Official Records of Jackson County, Oregon, being located partially within Donation Land Claims Numbered 41 and 42, in the Northeast One-quarter of Section 9, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The exterior of said right-of-way is more particularly described as follows:

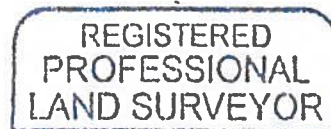
Commencing at the corner common to Sections 3, 4, 9 and 10, of said township and range; thence North 89°50'48" East, along the line common to Sections 3 and 10, 11.79 feet to a point on the westerly right-of-way of the current location of North Phoenix Road and per Instrument Number 2014-021929 of the Official Records of Jackson County, Oregon; thence leaving said section line and along said westerly right-of-way the following courses: South 06°23'22" West, 86.60 feet; thence South 10°47'53" East, 37.18 feet to intersect the easterly right-of-way of Kirk Way; thence leaving said westerly right-of-way and along said Kirk Way right-of-way the following courses: South 46°19'26" West, 268.16 feet; thence South 23°08'53" West, 441.31 feet; thence South 00°37'21" East, 253.53 feet; thence South 17°25'34" East, 131.60 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 17°25'34" East, 109.72 feet to intersect the northeasterly right-of-way of Interstate Highway Number 5; thence North 40°06'15" West, along said I-5 right-of-way, 113.00 feet to the beginning of a curve concave easterly, having a radius of 881.47 feet and a central angle of 01°13'36" (the long chord of which bears North 17°50'53" East, 18.87 feet); thence leaving said I-5 and Kirk Way rights-of-way, northerly 18.87 feet along the arc of said curve; thence North 89°38'18" East, 45.72 to the point of beginning.

Containing 0.06 acres, more or less.

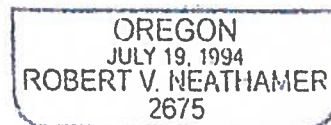
Basis of Bearings for this description is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

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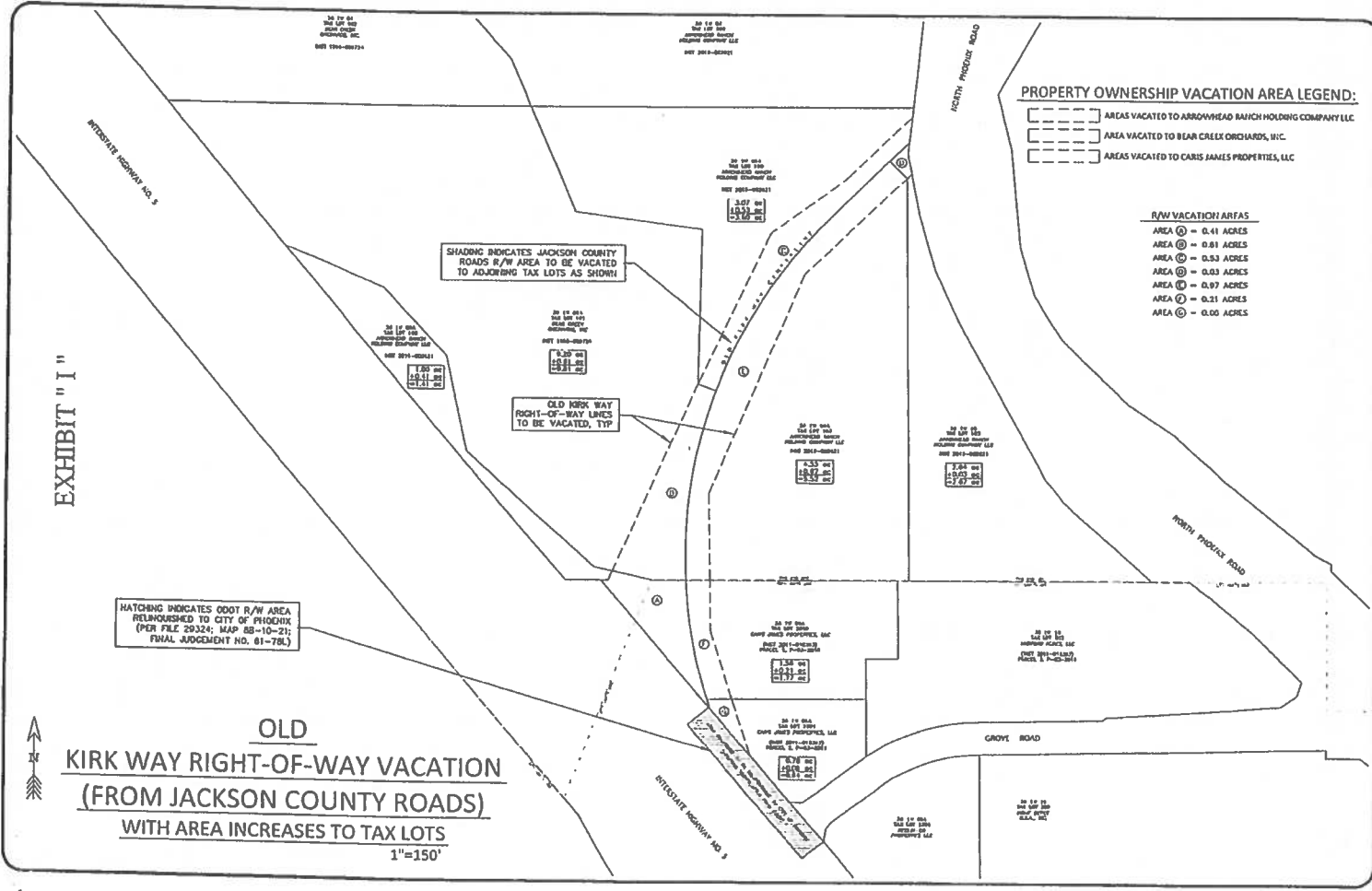
Date: August 31, 2023



Robert V. Neathamer



RENEWAL: DEC. 31, 2024





www.phoenixoregon.gov

Permit Balance Due

677-24-000036-PLNG

CITY OF PHOENIX
 112 W. 2nd Street
 Phoenix, OR 97531
 541-535-2050
 FAX: 541-535-5765

planning@phoenixoregon.gov

Fee Description	Invoiced	Paid	Balance Due
Type IV - Vacation of Right-of-Way	\$1,000.00		\$1,000.00
ROW recording fee	\$490.00		\$490.00
60 Account Balance:	\$1,490.00		\$1,490.00
677-24-000036-PLNG Permit Total	\$1490.00	\$0.00	\$1,490.00

City of Phoenix, Oregon

541-535-1955

REC#: 00202887 4/05/2024 5:00 PM
 OPER: LC TERM: 004
 REF#: 3873 2nd 1/2
 PAID BY: arrowhead ranch 677-24-000036

TRAN: 60.0000 LAND USE APPLICATION
 LAND USE APPLICATIO 745.00CR

TENDERED: 745.00 CHECK
 APPLIED: 745.00-

CHANGE: 0.00

City of Phoenix, Oregon

541-535-1955

REC#: 00202886 4/05/2024 4:59 PM
 OPER: LC TERM: 004
 REF#: 3320060909 first 1/2
 PAID BY: harry and david 677-24-000036

TRAN: 60.0000 LAND USE APPLICATION
 LAND USE APPLICATIO 745.00CR

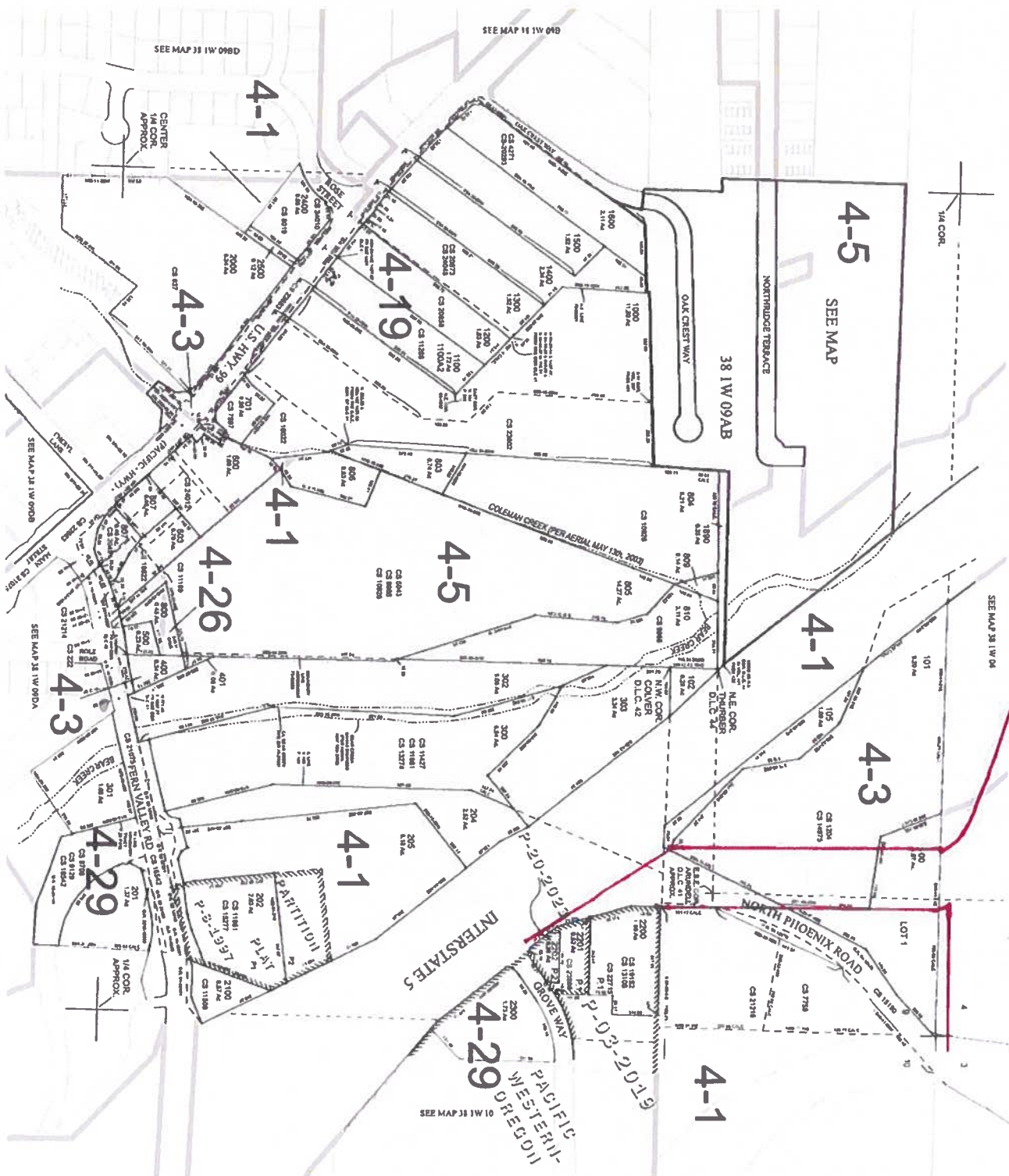
TENDERED: 745.00 CHECK
 APPLIED: 745.00-

CHANGE: 0.00

N.E. 1/4 SEC. 9 T. 38S. R. 1W. W.M.
JACKSON COUNTY
1" = 200'

To Be Redistricted

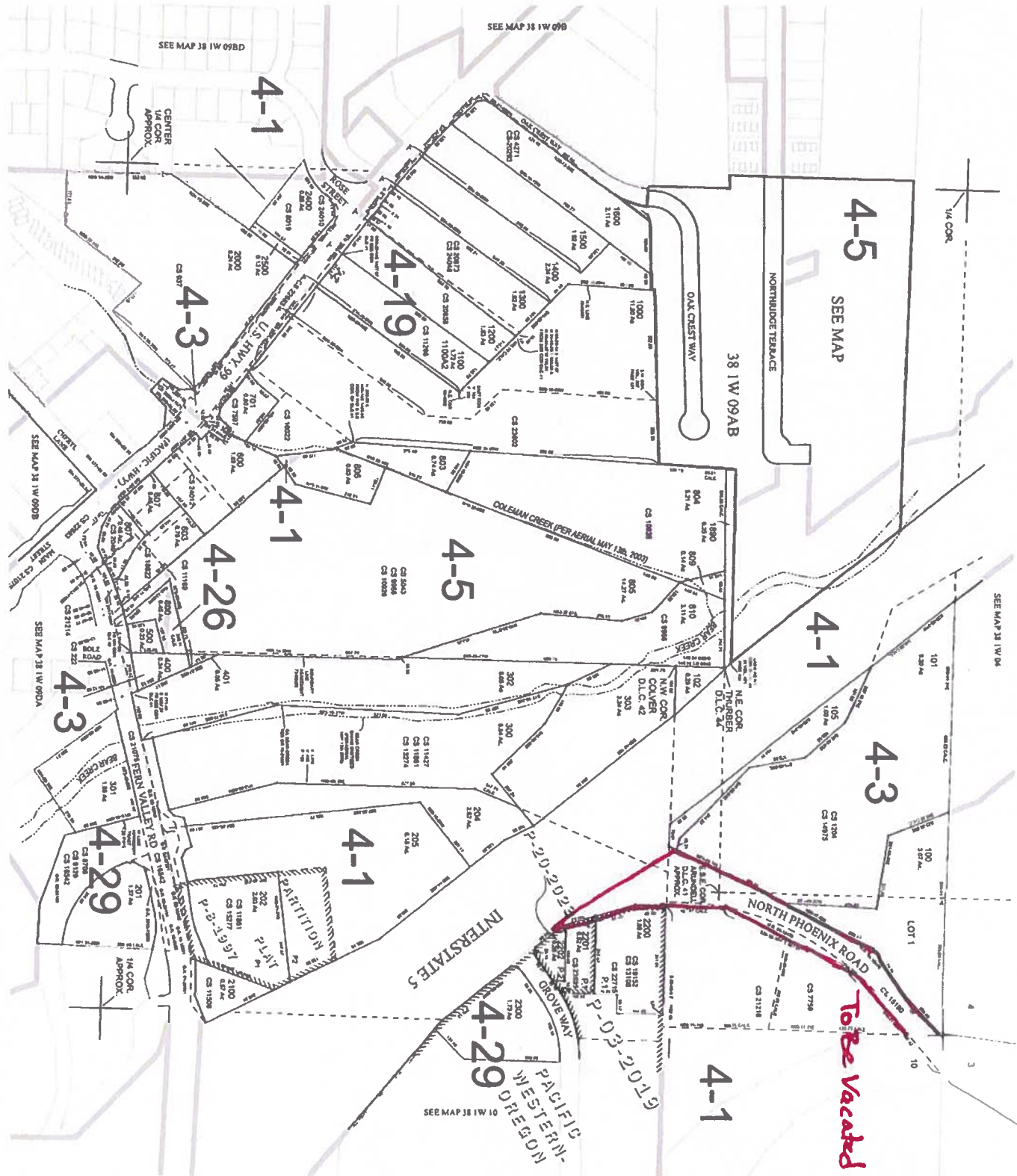
381W9A
PHOENIX



- 1) CANCELED TAX LOT N. HEBBERS
- 2) 301 ADDED TO 303
- 3) 302 KILL ONLY
- 4) 304 KILL ONLY
- 5) 305 KILL ONLY
- 6) 306 REMAPPED TO 381W9AB
- 7) 307 KILL ONLY
- 8) 308 REMAPPED TO 381W10
- 9) 309 ADDED TO 1901
- 10) 310 ADDED TO 1700
- 11) 311 KILLED TO STREET
- 12) 312 KILLED TO STREET
- 13) 313 KILLED TO STREET
- 14) 314 KILLED TO STREET
- 15) 315 KILLED TO STREET
- 16) 316 KILLED TO STREET
- 17) 317 KILLED TO STREET
- 18) 318 KILLED TO STREET
- 19) 319 KILLED TO STREET
- 20) 320 ADDED TO 807
- 21) 321 ADDED TO 807
- 22) 322 ADDED TO 800
- 23) 323 ADDED TO 600
- 24) 324 ADDED TO 600
- 25) 325 ADDED TO 1000
- 26) 326 ADDED TO 1000
- 27) 327 ADDED TO 395
- 28) 328 ADDED TO 381W10-1D

381W9A
PHOENIX
NEW MAP March 22, 2006
REV March 5, 2024

CANCELLED TAX LOT NUMB
203 ADDED TO 303
1700 REMAPPED TO 381W08B
205A1 KILLED ONLY
1701 REMAPPED TO 381W09A
304 KILLED ONLY
305 KILLED ONLY TO 381W10
1802 ADDED TO 1801
1790 ADDED TO 1790
107 KILLED TO STREET
307 KILLED TO STREET
307 KILLED TO STREET
311 KILLED TO STREET
465 KILLED TO STREET
466 KILLED TO STREET
604 ADDED TO 807
807 A1 ADDED TO 807
801 ADDED TO 400
802 ADDED TO 400
808 ADDED TO 400
601 ADDED TO 600
602 ADDED TO 600
900 ADDED TO 1000
700 ADDED TO 1000
109 ADDED TO 311W10.103



ADVERTISING RECEIPT



EO Media Group
 PO Box 6020, Bend, OR 97708
 Phone (541) 383-0333

CITY OF PHOENIX
 PO Box 330
 Phoenix, OR 97535-0330

BILLING DATE:	ACCOUNT NO:
6/3/2024	STCOP3

AMOUNT DUE UPON RECEIPT

PO NUMBER

AD#	DESCRIPTION	AD CLASS	START	STOP	TIMES	AMOUNT
438128	Phoenix City Council Hearing	Legal Notices	6/6/24	6/13/24	4	\$169.40

Discount:	\$0.00	Gross:	\$169.40
Surcharge:	\$0.00	Paid Amount:	\$0.00
Credits:	\$0.00	Amount Due:	\$169.40

Run Dates:

Rogue Valley Times 06-06-24, 06-13-24
rv-times.com 06-06-24, 06-13-24

We Appreciate Your Business!

On **Monday, June 17, 2024** at 6:30 PM, the Phoenix City Council will hold a public hearing to discuss the following:

Consideration of an application to vacate and dedicate public right-of-way located north of Grove Road and west of North Phoenix Road, bordered by Tax Lots 100, 101, 105, 2200, 2201 and 2102 on Assessor Map 381W09A and Tax Lots 103 on Map 381W10.

Regulations for use and disposition of public lands are found in Oregon Revised Statutes Chapter 271. Any objections to the petition shall be filed with the city within 30 days from the filing of the petition, and if not so filed shall be conclusively presumed to have been waived. The regularity, validity and correctness of the proceedings of the city governing body pursuant to ORS 271.180 to 271.210, shall be conclusive in all things on all parties, and cannot in any manner be contested in any proceeding whatsoever by any person not filing written objections within the time provided in this section.

A copy of the application and all information related to the proposal is available for review at no cost, with copies supplied at a reasonable cost. A Staff Report will be available for review seven (7) days before the City Council hearing, and can also be supplied at reasonable cost. For further information, contact Zac Moody, Community Development Manager at (541) 535-2050 or zac.moody@phoenixoregon.gov.
File: **VA24-01**

After recording, return to:

MEMORANDUM OF AGREEMENT

WHEREAS, Arrowhead Ranch Holding Company, LLC, Bear Creek Orchards, Inc., and Caris James Properties, LLC have executed an agreement entitled "Dedication Agreement Kirk Way" (the "Agreement").

WHEREAS, the parties desire to record this memorandum of agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. The provisions of the Agreement are incorporated herein by reference as if fully set forth herein.
- 2. Upon all parties' dedication of the real property contemplated in the Agreement, this Memorandum of Agreement shall be terminated and be of no further effect.
- 3. The parties agree to execute any documents that may be necessary to remove this Memorandum of Agreement from the Official Records of Jackson County, Oregon once all parties have completed their obligations in the Agreement.
- 4. The real property subject to this Agreement is described on Exhibits A, B, and C.

Arrowhead Ranch Holding Company, LLC

~~Michael T. Mahar~~
By Randall D. Jones

His Attorney in Fact

Michael T. Mahar, Member

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 17 day of October, 2023 2023, by MICHAEL T. MAHAR, as Member of ARROWHEAD RANCH HOLDING COMPANY, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.

Debra K Webb

Notary Public for Oregon
My Commission expires: 3/23/24



Page 1

Bear Creek Orchards, Inc.

Edward E. Ford, III, _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of BEAR CREEK ORCHARDS, INC., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and *he/she* acknowledged said instrument to be its voluntary act and deed.

Notary Public for
My Commission expires _____

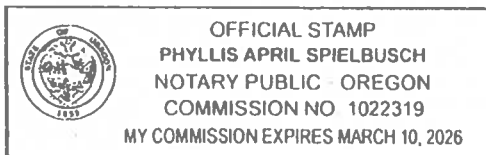
Caris James Properties, LLC

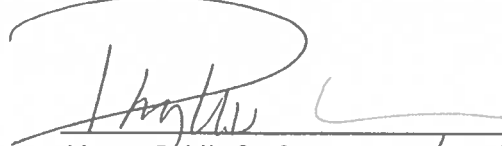


Brian Garrison, Manager

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 27 day of September, 2023, by BRIAN GARRISON, as MANAGER of CARIS JAMES PROPERTIES, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.





Notary Public for Oregon
My Commission expires: 3/10/2026

Bear Creek Orchards, Inc.



Edward E. Ford, III, SVP and Treasurer

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 2nd day of October, 2023, by Edward E. Ford III, as SVP / Treasurer of BEAR CREEK ORCHARDS, INC., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and *he/she* acknowledged said instrument to be its voluntary act and deed.




Notary Public for
My Commission expires Nov. 8, 2024

Caris James Properties, L.L.C

Brian Garrison, Manager

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by BRIAN GARRISON, as MANAGER of CARIS JAMES PROPERTIES, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____

DEDICATION AGREEMENT KIRK WAY

RECITALS

WHEREAS, Arrowhead Ranch Holding Company, LLC, an Oregon limited liability company ("ARHC") is the owner of real property commonly described as Map No. 381W04, Tax Lot 500; Map No. 381W09A, Tax Lots 100, 103, 105; and Map No. 381W10 Tax Lot 103 (Instrument No. 2019-002621) (the "ARHC Property").

WHEREAS, Bear Creek Orchards, Inc., a Delaware corporation ("BCO") is the owner of real property commonly described as Map No. 381W04, Tax Lot 502 and Map No. 381W09A, Tax Lot 101 (Instrument No. 1996-009724) (the "BCO Property").

WHEREAS, Caris James Properties, LLC, an Oregon limited liability company ("CJP") is the owner of real property commonly described as Map No. 381W09A, Tax Lots 2200 and 2201 (Parcels 1 and 2 (P-03-2019)(Instrument No. 2011-016393) (the "CJP Property"). Collectively the ARHC Property, BCO Property and CJP Property are referred to as the "Properties".

WHEREAS, ARHC, BCO and CJP jointly submitted (or will jointly submit) a Petition to Vacate portions of old Kirk Way to the Jackson County Board of Commissioners with the understanding that such access will be realigned and dedicated by the parties hereto to the City of Phoenix ("City") as a Minor Collector "A", such future alignment and dedication as depicted at EXHIBIT A, attached hereto and incorporated herein by reference (the "Project").

WHEREAS, the parties have agreed to dedicate the land to the City for the Project in consideration for the road vacation described above, the commitments from the parties to dedicate such land for the Project as depicted at EXHIBIT A, and the City's agreements described below.

WHEREAS, the parties desire to enter into this Agreement to set forth the obligations of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. AIIRC's Obligations:

1. AIIRC agrees to dedicate land to the City for right-of-way purposes, such land being more particularly described in the attached EXHIBIT B, and as depicted at EXHIBIT A.

2. AHRC agrees to execute a Dedication Deed in substantially the form attached hereto as EXHIBIT E in order to effectuate the dedication of land within 180-days of the Jackson County Board of Commissioners' approval of the Petition to Vacate the old Kirk Way right-of-way. For purposes of this Agreement, the Petition to Vacate is deemed approved when the Board of Commissioners enters an order or resolution granting the vacation and files said order or resolution as provided in ORS 368.356.
3. AHRC's obligations herein shall be binding upon its successors and assigns.

B. BCO's Obligations:

1. BCO agrees to dedicate land to the City for right-of-way purposes, such land being more particularly described in the attached EXHIBIT C and as depicted at EXHIBIT A.
2. BCO agrees to execute a Dedication Deed in substantially the form attached hereto as EXHIBIT E in order to effectuate the dedication of land within 180-days of the Jackson County Board of Commissioners' approval of the Petition to Vacate the old Kirk Way right-of-way. For purposes of this Agreement, the Petition to Vacate is deemed approved when the Board of Commissioners enters an order or resolution granting the vacation and files said order or resolution as provided in ORS 368.356.
3. BCO's obligations herein shall be binding upon its successors and assigns.

C. CJP's Obligations:

1. CJP agrees to dedicate land to the City for right-of-way purposes, such land being more particularly described in the attached EXHIBIT D and as depicted at EXHIBIT A.
2. CJP agrees to execute a Dedication Deed in substantially the form attached hereto as EXHIBIT E in order to effectuate the dedication of land within 180-days of the Jackson County Board of Commissioners' approval of the Petition to Vacate the old Kirk Way right-of-way. For purposes of this Agreement, the Petition to Vacate is deemed approved when the Board of Commissioners enters an order or resolution granting the vacation and files said order or resolution as provided in ORS 368.356.
3. CJP's obligations herein shall be binding upon its successors and assigns.

D. City's Obligations:

1. City agrees that it shall accept the dedications described herein without requiring annexation of the Properties as a condition of dedication.

2. City agrees it shall not record the dedication deeds described herein until all such executed deeds have been received by the parties hereto. it being understood that no party hereto shall be obligated to dedicate such land absent the dedication from the other parties hereto.

E. Miscellaneous Provisions:

1. Counterparts. This Agreement may be executed in counterparts. each of which shall be deemed an original and said counterparts shall together constitute one in the same agreement. binding all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts.
2. Notices. All notices, demands, consents, approvals or other communication that are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand-delivered or (b) sent by first class mail addressed to the party at the address set forth below or at such other address as such party shall have last designated by notice to the other. Notices shall be deemed given when delivered or when placed in the mail. Notice addresses for the parties are as follows:

To ARHC: Arrowhead Ranch Holdings Company
Attn: Michael T. Mahar
815 Alder Creek Drive
Medford, OR 97504

To BCO: Bear Creek Orchards, Inc.
Attn: Legal Department
2500 South Pacific Highway
Medford, OR 97501

And

Bear Creek Orchards, Inc.
Attn: Real Estate Department
Two Jericho Plaza, Suite 200
Jericho, NY 11753

To: CJP: Caris James Properties
325 Ehrman Way
Medford, OR 97501

To City: City of Phoenix
Attn: City Manager
220 N. Main Street

3. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.
4. Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
5. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.
6. Entire Agreement. This Agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
7. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.
8. Further Assurances. From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.
9. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without reference to its rules governing conflict of laws.
11. Venue. This Agreement has been made entirely within the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Jackson County, Oregon.

12. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement has been participated in by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. The parties further acknowledge that they have relied on their own judgment, belief, knowledge and advice from their own affiliates and agents, as well as any other of their own representatives or consultants, without reliance upon any statement or representation of any other party.
13. Memorandum of Agreement. A memorandum of this Agreement, in substantially the form attached hereto at Exhibit "F" shall be promptly recorded in the Official Records of Jackson County, Oregon.
14. Termination of Agreement. This Agreement shall terminate upon fulfillment of the parties' obligations herein, to wit: execution and delivery of the dedications and the City's acceptance and recordation of the same.

IN WITNESS WHEREOF the parties have executed this Agreement this 17 day of October, 2023.

Arrowhead Ranch Holding Company, LLC

~~Michael T. Mahar~~

By Randall D. Jones

His Attorney in Fact

Michael T. Mahar, its Member

815 Alder Creek Dr.

Medford, OR 97504

Map # 381W09A Tax Lots # 100, 103, 105

Map # 381W10 Tax Lot # 103

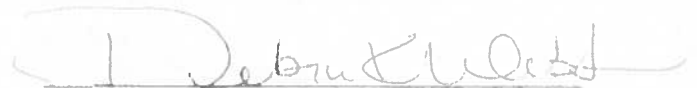
Map No. 381W04, Tax Lot 500

Additional signature pages notarial blocks follow

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 17 day of October, 2023 2023, by MICHAEL T. MAHAR, as Member of ARROWHEAD RANCH HOLDING COMPANY, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.




Notary Public for Oregon
My Commission expires 3/23/24

Additional signature pages/notarial blocks follow

Bear Creek Orchards, Inc.

[Signature]
Edward E. Ford III, its SVP and Treasurer

2500 S. Pacific Hwy
Medford, OR 97501
Map # 301W109A Tax Lot # 101

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 2nd day of October, 2023, by Edward E. Ford III, as SVP / Treasurer of BEAR CREEK ORCHARDS, INC., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and ~~he/she~~ acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for
My Commission expires Nov. 8, 2024

Additional signature page/notarial block follows

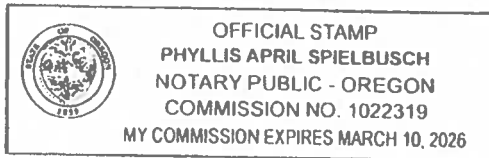
Caris James Properties, LLC

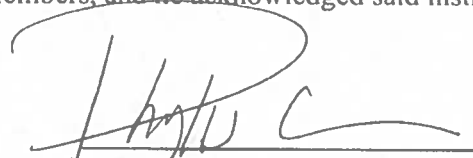


Brian Garrison, its Manager
325 Ehrman Way
Medford, OR 97501
Map # 381W09A Tax Lots # 2200, 2201

STATE OF OREGON)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 27 day of September, 2023, by BRIAN GARRISON, as MANAGER of CARIS JAMES PROPERTIES, LLC, an Oregon limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.






Notary Public for Oregon
My Commission expires: 3/10/2026

ACCEPTED BY:

City of Phoenix



By: P. Eric Swanson
Its: City Manager