



# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Agenda Thursday, December 16, 2021

Next Res (1690) Ord (2083)

- I. **REGULAR MEETING CALLED TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PUBLIC COMMENTS**

*Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.*

- V. **CONSENT AGENDA**
  - A. **Approval of November 18, 2021 City Council Minutes**
  - B. 2022 Re-appointments to Committees and Commissions
  - C. Parks Commission Report December 2021

### VI. **ITEMS REMOVED FROM CONSENT AGENDA**

### VII. **PUBLIC HEARING**

*Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.*

- A. Public Hearing - Resolution No. \_\_\_\_\_, A Resolution Annexing 1.086 Acres, Located at 4461 Hamrick Road and Identified on the Jackson County Assessor's Map as 37 2W 01CB, Tax Lot 1000. Applicant Edward A. Leon Guerrero (Holtey)

### VIII. **ORDINANCES, AND RESOLUTIONS**

- A. Resolution No. \_\_\_\_\_, A Resolution approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan (Simas)
- B. Resolution No. \_\_\_\_\_, Granting an Electric Utility Franchise and General Utility Easement to Pacificorp (Dreyer)
- C. Resolution No. \_\_\_\_\_, Resolution Amending Resolution No. 1657 Authorizing a Full Faith & Credit Borrowing Financing Agreement (Weber)

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

**IX. BUSINESS**

- A. Planning Commission Report (Holtey)
- B. Hazel Street Stop Sign Discussion (Samitore)

**X. MAYOR'S REPORT**

**XI. CITY MANAGER'S REPORT**

**XII. COUNCIL REPORTS**

**XIII. DEPARTMENT REPORTS**

**XIV. EXECUTIVE SESSION- ORS 192.660 (2) (e) Real Property Transactions**

The City Council will adjourn to executive session under the provisions of ORS 192.660. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XV. ADJOURNMENT**

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail to [Deanna.casey@centralpointoregon.gov](mailto:Deanna.casey@centralpointoregon.gov).

Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta publica de la ciudad por favor llame con 72 horas de anticipación al 541-664-3321 ext. 201

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, November 18, 2021

### I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Present	
Kelley Johnson	Ward II	Present	
Melody Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Planning Director Stephanie Holtey; and City Recorder Deanna Casey.

### IV. PUBLIC COMMENTS- None

### V. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taneea Browning, Ward IV
<b>SECONDER:</b>	Rob Hernandez, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

A. Approval of October 28, 2021 City Council Minutes

B. Parks and Rec Commission Appointment

### VI. ITEMS REMOVED FROM CONSENT AGENDA

### VII. ORDINANCES, AND RESOLUTIONS

A. Resolution No. \_\_\_\_\_, A Resolution Approving Intergovernmental Agreement with Central Point School District 6 for School Resource Officer and Authorizing Police Chief to Execute Same

Captain Dave Croft stated that the City and School District have worked together to support the School Resource Officer Program (SRO) to provide a safe learning environment for the students. The proposed agreement sets forth the relationship between the city and district regarding the duties of the SRO. The district will

Minutes Acceptance: Minutes of Nov 18, 2021 7:00 PM (CONSENT AGENDA)

essentially cover the city's cost for one full-time officer based on a 9-month agreement. If it is determined that the district requires the 2<sup>nd</sup> SRO on a more regular basis, the parties will determine the additional costs for the School District. Council was provided with an updated resolution clarifying that the City Manager and Mayor will be the responsible party to sign the agreement.

School District 6 Superintendent Walt Davenport stated that this program has been a blessing to the district. He thinks this is a great proposal and wants to continue to build this type of culture in our schools.

CAHPS Principle Matt Meunier enjoys watching the interaction between the students and the SRO.

**Mike Parsons moved to approve Resolution 1689, A Resolution Approving Intergovernmental Agreement with Central Point School District 6 for School Resource Officer and Authorizing City Manager and Mayor to execute same.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Tanea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## VIII. BUSINESS

### A. Classification Pay Plan Analysis

HR Director Elizabeth Simas stated it has been four years since the management compensation plan was reviewed. In order to maintain a competitive compensation plan the minimum and maximum salary bands need to be increased based on the US City average CPI-U July to July and effective January 1, 2022. In most cases, a change to the minimum or maximum salary does not change a manager's salary because increases are performance based. Management salaries are reviewed every three years. The city delayed requesting Council to approve market adjustments last year due to the unknown impacts COVID-19 would have on the City's budget.

She explained the recent salary study finding Department Directors are between 3%-8% below the average of the comparable market and 8%-26% behind the highest paid comparable jurisdiction. Central Point 8%-23% below the average of our local jurisdictions; 20%-28% below the highest paid local jurisdiction. Adjustments are needed to provide competitive salaries to our Directors. Mid-level manager salary scheduled will continue to be competitive and maintaining internal pay equity applying current CPI-U increases to all mid-level manager salary bands. It is also being recommended that the city increase the HRA VEBA contribution and differed compensation contribution.

There was discussion that we should be slightly above the median wage. We have not experienced Department Directors or Managers leaving the city for higher pay somewhere else. Usually the turn-over is because of retirement.

Staff will return to Council with a Resolution in December.

#### B. Central Point Chamber Office Update

City Manager Chris Clayton explained that the City of Central Point has been paying for the Central Point Chamber Office lease at 650 Pine Street for several years in the amount of \$16,000 per year in addition to the amount we pay the Chamber to operate the Visitors Information Center. The current Chamber office lease agreement expires on 12/31/2021. If we do not have another option we will begin discussions to solidify the arrangement in a new two-year agreement. Staff is considering alternatives before renewing the Visitors Information Center operations agreement.

Option 1: The Chamber office would relocate to the current Public Works Water Office once the Field Operations building is complete. The ongoing rental for the office would be minimal because the city owns the building. The building would require upgrades and improvements prior to being occupied by the Chamber.

Option 2: Relocate the Chamber to the City Hall upstairs lobby area and the Bridge room. The use of this space would provide the convenience of having both Chamber and City services at a single location. Other cities have used this option to co-locate city and Chamber offices.

Option 3: Allow the Chamber to relocate to the upstairs portion of the new Public Works facility located on S. Haskell. The new facility would have adequate unused space which could accommodate the needs of the Chamber and Visitors Information Center.

Option 4: Allow the chamber to remain at the current location until the Community Center is complete. The Community Center is ideal for the City Recreation/Parks Department, Chamber of Commerce and Visitors Information Center to Coexist.

Council discussed the pros and cons of moving the Chamber to City Hall or continuing to pay for the lease at 650 Pine Street. Directed staff to approach the Chamber Board to see if they are comfortable moving the Chamber to City Hall.

<b>RESULT: FOR DISCUSSION ONLY</b>
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#### C. Potential Changes to Backflow Prevention Devices

Parks and Public Works Director Matt Samitore stated that the City has a very successful backflow prevention program. However, our water division has noticed some cheaper devices are being installed that do not protect the overall city water system. These devices are being installed on new homes with in ground sprinkler systems.

In reviewing the ordinance, it was determined that some devices are not being installed correctly or are not good enough to protect the overall system. Staff suggests adding additional language about approved backflow devices, homeowner responsibility and pre-existing devices. The amendment will also give the city authority to turn off water if home owners refuse to replace a defective device when instructed to do so because it is putting the entire water system at risk.

There was discussion about creating a grant program to help home-owners replace a

defective device. They think that we could use rescue funds to pay up to 50% of the replacement part. Staff will work with the City Attorney to complete the Ordinance and return in December.

**RESULT: FOR DISCUSSION ONLY**

#### D. Planning Commission Report

Planning Director Stephanie Holtey presented the November 2, 2021 Planning Commission report:

- Staff introduced the Zoning Code update project that kicked off at the CAC meeting last month. The goal is to provide a zoning code that is user friendly in organization and language, eliminate conflicting uses, provide more opportunities for housing, align the zoning code with the Comprehensive Plan and ultimately deliver a better experience for our residents and development community.
- The Commission continued its discussion on Cottage Housing with the focus on observations and suggestions stemming from the tour in October. They support this housing type but would like to see more affordable housing options in Central Point. They were concerned about the impact of rentals vs home owners.
- Staff provided an update on development activity during the month of October.
- The City is currently in the process of going through an audit for the Community Rating System (CRS). This program provides discounts on flood insurance to Central Point residents. The city provided documentation and is anticipating wrapping up this 5-year cycle in the coming weeks. It looks like we will be able to keep our low rating.
- They are adding a new section to the Planning Commission Agenda to allow commissioners opportunity to share things they are learning regarding planning, and events they are attending.
- Planning Commissioners requested that the Parks staff provide a presentation on the Bear Creek Greenway Fire Area Master Plan at a future meeting.

**RESULT: FOR DISCUSSION ONLY**

#### IX. MAYOR'S REPORT

Mayor Williams reported that:

- He attended the Study Session this week.
- He attended a TRADCO meeting about the National Transportation Plan.
- He attended an elected officials meeting with Representative Cliff Bentz at the Expo before he held a Town Hall meeting.
- He attended the Fairboard meeting. They were discussing the price of Fireworks for next year.

#### X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- The Senior Center negotiations are currently on hold. They held a Bazaar recently and have had a COVID positive case. They will open again after Thanksgiving.

- The clock in the plaza outside City Hall is not working again. We have ordered new internal components.
- The Water Commission made a presentation to the Partner Cities. It looks like our increase will be around 4%.
- He was on the interview panel for Jackson County Roads and Parks Director last week.
- Pacific Power has agreed to the changes to our franchise agreement. Staff will return with a recommendation to Council in December.
- He has been working on the agreement for the Little League Field.
- There will be a Community Center meeting at the Expo next week.
- Jackson County is asking the State for additional ability to raid illegal marijuana fields and processing plants. They are limited to 40 per year, and they have tracked over 2000 illegal operations.
- Planning Director Stephanie Holtey is reviewing the CPMC in regards to annexations to make it more user friendly.

#### **XI. COUNCIL REPORTS**

Council Member Neil Olsen reported that he attended the Planning Commission meeting and the Study Session this week.

Council Member Kelley Johnson reported that she attended the Study Session.

Council Member Tanea Browning reported that:

- She attended the LOC Bylaws Committee meeting on Wednesday.
- She attended a National League of Cities Virtual Summit. They had incredible speakers including the biographer for George W Bush as opening speaker.
- She attended Carbon Market access to small woodland owners webinar, presented by the OSU extension office. It was very interesting concept of capturing both carbon and cash for the production of various woodland types. Skyrman Arboretum is too small but the concept could apply to other lands and various woodland varieties in our region.
- A firm was selected for the Regional Greenway Planning. The Contract is being negotiated.

Council Member Rob Hernandez reported that:

- He attended the Study Session.
- He attended a joint community center meeting, he remains optimistic for the project.
- He attended the SOREDI Board meeting.

Council Member Michael Parsons reported that:



- On Halloween night he took the volunteer vehicle out with CPPD Volunteer Chuck Piland. They went to the area of Twin Creeks Crossing as the Central Point Police Department Volunteer Mobile Halloween Candy van. They distributed Junior PD Badges and Halloween treats to the trick-or-treaters and their parents. They received acknowledgement and appreciation from Parents for the City and Law Enforcement practices.
- He attended the Planning Commission meeting.
- He attended the Parks and Recreation Foundation Meeting.
- He attended US Representative Cliff Bentz Town Hall meeting at the Expo. Elected Officials had the opportunity to meet with Representative Benz the hour prior to the town hall.
- He attended the Study Session.
- He attended the RVSS board meeting where they discussed general business and financial housekeeping.

Council Member Melody Thueson reported that:

- Crater High School won the Cross Country State Championship. They are having problems with construction because of delays. The Crater Foundation dinner is December 4<sup>th</sup>.
- She attended the Study Session.

## XII. DEPARTMENT REPORTS

Police Captain Dave Croft reported that they will be offering a job tomorrow to a lateral applicant out of California. They are in the process of filling a CSO position.

Parks and Public Works Director Matt Samitore reported that:

- The department conducted a speed study analysis to see which intersections have the most traffic on Hazel Street. He will return in December with the results.
- The Crater Foundation Dinner and Community Christmas are both on December 4<sup>th</sup>.
- Parks Department with the help of volunteers have planted 1000 daffodils.

## XIII. EXECUTIVE SESSION - None

## XIV. ADJOURNMENT

**Tanea Browning moved to adjourn.** Melody Thueson seconded and the meeting was adjourned at 9:16 p.m.

The foregoing minutes of the November 18, 2021, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2021.



Dated:

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

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



**Staff recommends re-appointment of Patricia Alvarez as Chair.**Citizens Advisory Committee

The Citizens Advisory Committee members do not have annual appointments. The Council and Mayor are required to appoint a Chair for this committee. David Painter has been Chair of the CAC for several years and staff would recommend reappointment of him as chair for 2022. There is currently one vacancy on the CAC. Staff has been advertising and will present recommendations later in the meeting.

## Current Members:

David Painter	John Eaton	Michael Meek
Kristy Painter	Carrie Reed	Robin Stroh

***Staff recommends appointment of David Painter as CAC Chair.*****ACTION:*****Approve the Consent Agenda as presented.***



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director		
<b>MEETING DATE:</b>	December 16, 2021		
<b>SUBJECT:</b>	Parks Commission Report December 2021		
<b>ACTION REQUIRED:</b>	Consent Agenda Item	<b>RECOMMENDATION:</b>	Approval

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#### BACKGROUND INFORMATION:

##### Park and Recreation Commission Meeting Report – December 2, 2021

**1. Plant a Thousand Daffodils Project Update:** Eden Foster, Central Point Parks and Recreation Foundation Board President, reported that the inaugural year of the **Plant a Thousand Daffodils** project, a partnership between the Central Point Parks and Recreation Foundation and the Parks Department, had been a success. Approximately 130 volunteers planted 1,770 daffodil bulbs in three public parks and two public areas. Several hundred more bulbs were purchased by businesses and individuals and planted on private properties. Businesses donated funds and supplies to the program. Grange Co-Op contributed \$500 in seed money; both Lowe's and Home Depot contributed bulbs and tools; and many other businesses and individuals contributed funds or purchased bulbs for their own landscaping. In all, approximately \$2,000 was raised for the project with more than half of that benefiting the Central Point Parks and Recreation Foundation.

**2. Proposed Central Point Military Banner Program:** Dave Jacob reported the Parks and Recreation Department had received a request from local citizens to develop a military street banner program for the city. The goal would be to celebrate those who have been honorable discharged from military service. Cost would be \$150 for each banner and they would be up for nine months of the year from April to January (Banners for the Oregon Cheese Festival would be up for the other three months). Banners would be located on Front Street from the Pine Street intersection to Crater Works. Twenty banners would be installed each year. Staff requests that the Park and Recreation Commission approve the proposal and forward to City Council. Park Commission approved the proposal and forwarded to City Council for consideration.

**3. Dennis Richardson Memorial Update:** Mr. Jacob reported that the original design for the Dennis Richardson Memorial had been created by Galbraith and Associates Landscape Architects. With the retirement of Mr. Galbraith, the project was transferred to Terrain Landscape Architects. Terrain had modified the design to address specific concerns about the water feature, path/sidewalks, berm, and seat walls and hardscape. Mr. Jacob reviewed each of

specific changes for the Park Commission.

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**FINANCIAL ANALYSIS:** N/A

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**LEGAL ANALYSIS:** N/A

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:** N/A

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**STAFF RECOMMENDATION:** Staff recommends approval of the Parks Commission Report.

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**RECOMMENDED MOTION:** I move to approve the Parks Commission Report.

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2. **Contiguous to the City Limits.** Pursuant to ORS 222.111, territory proposed for annexation must be contiguous to the city or separated from it only by a public right-of-way or stream, lake or other body of water. As shown in Attachment “D,” Exhibit “B,” the proposed annexation area is contiguous to the city limits on three (3) sides.
  3. **Within Urban Growth Boundary (UGB).** The proposed annexation area described in Exhibits A and B of Attachment “D” is within the UGB. Lands in the UGB are subject to an Urban Growth Boundary and Policy Agreement, which was adopted in 1984 and amended in 1998, 1998, 2015 and 2021 and is now referred to and the Urban Growth Boundary Management Agreement (UGBMA)
  4. **Orderly Provision of Public Facilities.** The UGBMA establishes urban growth policies relative to management of land within the UGB. Policy 2(B) requires that adequate urban facilities and services be available to accommodate additional growth that will be allowed following annexation. As noted earlier, this property is surrounded by urban property and three (3) sides and facilities are available and can be extended. Any future enhancements of these facilities needed will be a function of the development process and will be regulated by applicable land use regulations. This will result in orderly provision of public facilities to the annexation area.
  5. **Duly Noticed and Advertised Public Hearing.** Pursuant to ORS 222.120 notice of the hearing was published for the City Council meeting on December 2, 2021 and December 9, 2021 in the Mail Tribune newspaper and notice was posted in four (4) public locations. In accordance with the Type III land use procedures in CPMC 17.05.400 notice was posted on the site and mailed to each property owner of record within 250 feet of the proposed annexation on November 16, 2021. All public notices are in the project file and available upon request.
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#### **FINANCIAL ANALYSIS:**

Financial impact to the City is limited to staff in-kind expense which are recovered with planning-related service fees. The annexation of 1.086 acres will add to the City’s property tax base.

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#### **COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

**Community Investment, Goal 6:** Meet the housing needs of Central Point residents and businesses.

Comment: Annexing the proposed territory allows for redevelopment of 1.086 acres and increase available housing consistent with the MMR zoning standards.

**Vibrant Economy, Goal 1** Manage growth to provide a timely and orderly provision of facilities and services to serve existing and new development.

Comment: The proposed annexation supports the City’s goal to manage growth and provide an orderly and timely provision of services.

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**STAFF RECOMMENDATION:** Open the public hearing and consider the resolution declaring annexation of property located at 4461 Hamrick Road, close the public hearing and 1) approve the resolution; 2) approve the resolution with modifications; or 3) deny the annexation request.

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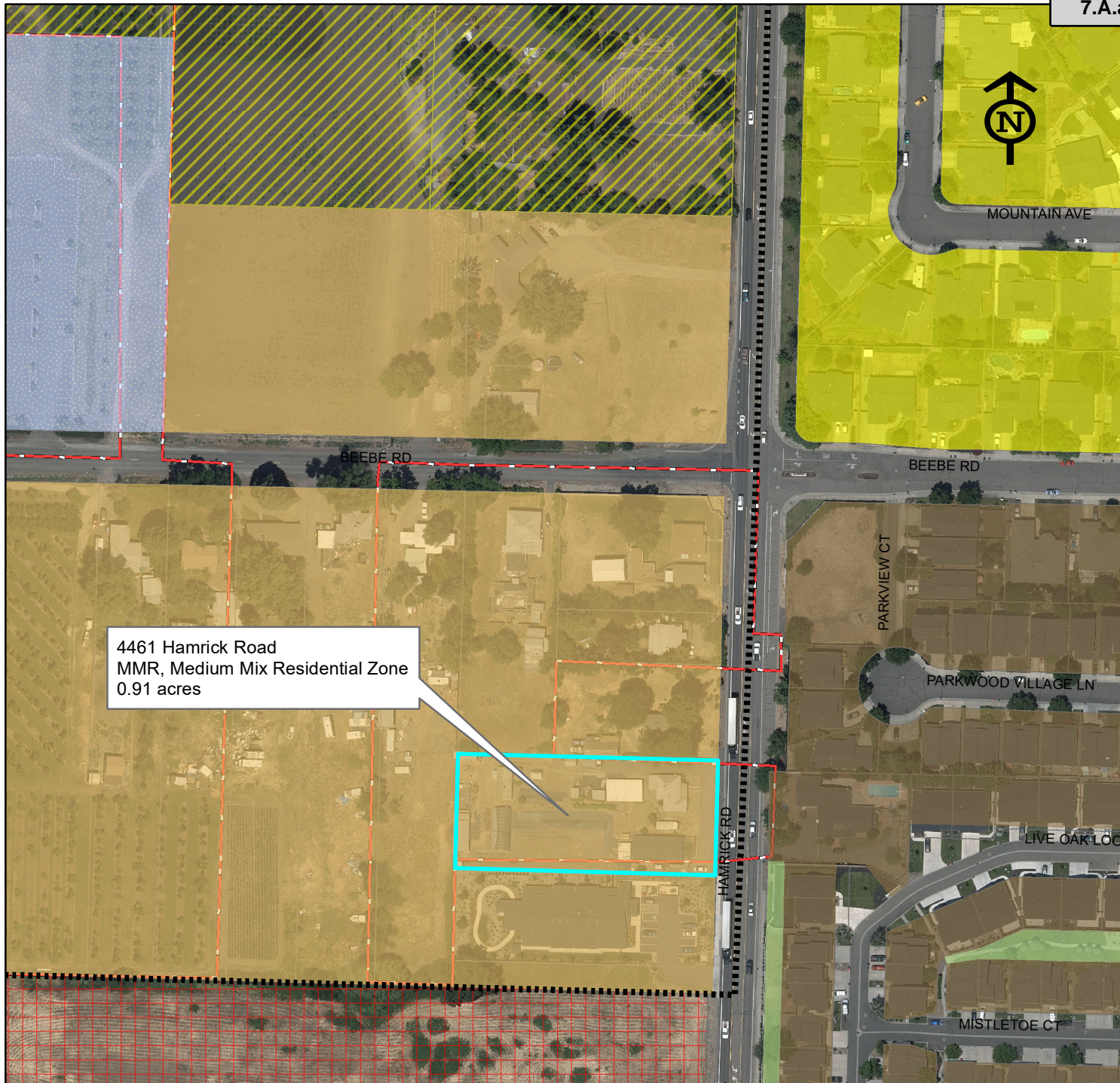
**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_ declaring annexation of property located at 4461 Hamrick Road per the Staff Report dated December 16, 2021.

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**ATTACHMENTS:**

1. Zoning Map
2. Warranty Deed
3. Annexation Petition
4. Resolution to Annex 1.086 Acres at 4461 Hamrick Road



4461 Hamrick Road  
MMR, Medium Mix Residential Zone  
0.91 acres

Attachment: Zoning Map (1487 : 4461 Hamrick Road Annexation)

Legend			
	BCG = Bear Creek Greenway		ETOD Civic*
	C-2 (M) = Commercial - Medical District		EC = Employment Commercial (TOD)
	C-4 = Tourist and Office		GC = General Commercial (TOD)
	C-5 = Thoroughfare Commercial		HMR = High Mix Residential/Commercial (TOD)
	CN = Neighborhood Commercial		LMR = Low Mix Residential (TOD)
	Civic		ETOD LMR*
	M-1 = Industrial		R-2 = Two-Family Residential
	M-2 = Industrial General		R-1-6 = SF Residential - 6,000
	MMR = Medium Mix Residential (TOD)		R-1-8 = SF Residential - 8,000
	ETOD MMR*		R-1-10 = SF Residential -10,000
	OS = Open Space/ Parks		R-L = Low Density Residential
	R-3 = Multiple Family Residential		





Jackson County Official Records **2018-018323**  
 R-WD  
 Stn=7 BARROWKL **06/15/2018 10:45:22 AM**  
 \$10.00 \$10.00 \$8.00 \$11.00 \$60.00 **\$99.00**

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the Instrument Identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

After recording return to:

Edward A. Leon Guerrero and Evelyn B. Leon  
 Guerrero as Trustees of the Edward and Evelyn Leon  
 Guerrero Trust, Dated April 29, 2004  
 4001 N. Roxy Dr.  
 Medford, OR 97504

Until a change is requested all tax statements shall be sent to the following address:

Edward A. Leon Guerrero and Evelyn B. Leon  
 Guerrero as Trustees of the Edward and Evelyn Leon  
 Guerrero Trust, Dated April 29, 2004  
 4001 N. Roxy Dr.  
 Medford, OR 97504  
 File No. 236803AM

### STATUTORY WARRANTY DEED

**Toni L. Zacharias, as Personal Representative for the Estate of Betty Lajeanne Hayward,**  
 Grantor(s), hereby convey and warrant to

**Edward A. Leon Guerrero and Evelyn B. Leon Guerrero as Trustees of the Edward and Evelyn Leon Guerrero Trust, Dated April 29, 2004,**

Grantee(s), the following described real property in the County of Jackson and State of Oregon free of encumbrances except as specifically set forth herein:

**Beginning at a point on the East line of D.L.C. #55, in Township 37 South, Range 2 West of the Willamette Meridian, in Jackson County, Oregon, 947.14 feet North of the Southeast corner of said D.L.C., and running thence North along the East line of said D.L.C. 132 feet; thence West parallel with the South boundary of said D.L.C. 330 feet; thence South parallel with the East line of said D.L.C. 132 feet; thence East parallel with the South line of said D.L.C. 330 feet to the place of beginning.**

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

**372W01CB 1000**

The true and actual consideration for this conveyance is \$315,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Attachment: Warranty Deed (1487 : 4461 Hamrick Road Annexation)

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 14<sup>th</sup> day of June, 2018.

The Estate of Betty Lajeanne Hayward

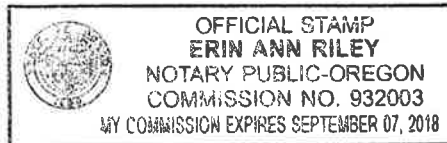
Toni L. Zacharias  
Toni L. Zacharias, Personal Representative

State of Oregon } ss.  
County of Jackson }

On this 14<sup>th</sup> day of June, 2018, before me, Erin Riley a Notary Public in and for said state, personally appeared Toni L. Zacharias known or identified to me to be the person whose name is subscribed to the foregoing instrument as Personal Representative of the estate of The Estate of Betty Lajeanne Hayward, and acknowledged to me that he/she/they executed the same as Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public for the State of Oregon  
Residing at: Medford  
Commission Expires: 9-7-2018



Attachment: Warranty Deed (1487 : 4461 Hamrick Road Annexation)

American Land Title Association

Certified True and Correct Copy

FINAL ALTA Settlement Statement - Borrower

Adopted 05-01-201


  
AmeriTitle, Inc.

File No./Escrow No.: 236803AM  
 Officer/Escrow Officer: Erin Riley

**AmeriTitle, Inc.**  
**1501 E McAndrews Rd.**  
**Medford, OR 97504**  
**(541)779-7660**



Property Address: 4461 HAMRICK ROAD  
 CENTRAL POINT, OR 97502 (JACKSON)  
 (372W01CB 1000, 372W01CB 1000)

Borrower: EDWARD A. LEON GUERRERO AND EVELYN B. LEON GUERRERO AS TRUSTEES OF THE  
 EDWARD AND EVELYN LEON GUERRERO TRUST, DATED APRIL 29, 2004  
 4001 N. Roxy Dr.  
 Medford, OR 97504

Settlement Date: 6/15/2018

Disbursement Date: 6/15/2018

Description	Borrower	
	Debit	Credit
<b>Deposits, Credits, Debits</b>		
Sale Price of Property	\$315,000.00	
Deposit		\$10,000.00
<b>Prorations</b>		
County Taxes 6/15/2018 to 7/1/2018	\$63.29	
<b>Title Charges</b>		
Title - Settlement or Closing Fee to AmeriTitle, Inc.	\$500.00	
<b>Government Recording and Transfer Charges</b>		
Recording fees: Deed \$99.00	\$99.00	
eRecording Fees Paid to Simplifile - Buyer/Borrower to AmeriTitle, Inc. \$5.00	\$5.00	
	<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>	\$315,667.29	\$10,000.00
Due From Borrower		\$305,667.29
<b>Totals</b>	\$315,667.29	\$315,667.29

Attachment: Warranty Deed (1487 : 4461 Hamrick Road Annexation)

### ANNEXATION PETITION


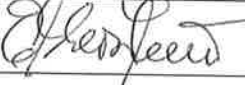
The undersigned hereby request and consent to the annexation to the City of Central Point, Oregon, of the real property contiguous thereto described in Exhibit "A" attached hereto and by this reference made a part of the within petition.

By their signature hereto, the undersigned certify that they are either "owners" of land in the territory proposed to be annexed as described in Exhibit "A", or are "electors" registered in the territory proposed to be annexed as described in Exhibit "A".

This petition, containing the request and consent to said annexation, must be filed with the Central Point City Council on or before the date of the public hearing to be held upon the proposed annexation pursuant to ORS 222.120.

"Owner" is defined by ORS 222.120 as meaning the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If there is multiple ownership in a parcel of land, each consenting owner shall be counted as a fraction of the same extent as the interest of the owner in the land bears in relation to the interest of the other owners, and the same fraction shall be applied to the parcel's land mass for purposes of the consent petition. If a corporation owns land in a territory proposed to be annexed, the corporation shall be considered to be the individual owner of that land.

"Elector" is defined in said statute as an individual qualified to vote under Article II, Section 2 of the Oregon Constitution, which in turn requires that the individual be 18 years of age or older, a resident of the area in question, and registered to vote as required by applicable state law. Furthermore, ORS 222.270(2) requires that electors petitioning for annexation be registered in the territory proposed to be annexed.

Name/Address	Elector Or Property Owner?	Signature	Date
Edward Leon Guerrero 4001 N. Roxy Dr. MFR	Prop. Owner		10-21-2021
Evelyn Leon Guerrero 4001 N. Roxy Dr. MFR	Property Owner		11-10-2021



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

**A RESOLUTION TO ANNEX 1.086 ACRES,  
LOCATED AT 4461 HAMRICK ROAD AND  
IDENTIFIED ON THE JACKSON COUNTY  
ASSESSOR'S MAP AS 37 2W 01CB, TAX LOT 1000.  
APPLICANT: EDWARD A. LEON GUERRERO**

(REVISED)

**RECITALS:**

- A. Edward A. Guerrero and Evelyn B. Leon Guerrero, trustees of the Edward and Evelyn Leon Guerrero Trust own one tax lot at 4461 Hamrick Road and generally described by Exhibit A, which is not located within the City of Central Point city limits.
- B. This annexation is a full consent annexation as Eduard A. and Evelyn B. Leon Guerrero have consented to the annexation. In accordance with ORS 222.125, full consent annexations do not require an election or hearing.
- C. On December 16, 2021 and in accordance with the Central Point Municipal Code requirements in CPMC 1.20 and CPMC 17.05.400, the City Council conducted a duly noticed public hearing on the annexation application, at which time it reviewed the City staff report, heard testimony and comments on the application to annex the 1.086 acre property specifically described in attached Exhibits "A" Written Description and Exhibit "B" Annexation Depiction Map.
- D. The City Manager, or designee, will transmit a copy of this resolution to the Oregon Secretary of State, and this annexation is effective when filed with the Oregon Secretary of State pursuant to ORS. 222.180.

The City of Central Point resolves as follows:

**Section 1:** The property at 4461 Hamrick Road, described in the above recitals and set forth in attached Exhibits "A" and "B" is proclaimed to be annexed to the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this 16<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

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

Resolution No. \_\_\_\_\_

Attachment: Resolution to Annex 1.086 Acres at 4461 Hamrick Road (1487 : 4461 Hamrick Road Annexation)





## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

**TO:** City Council **DEPARTMENT:**  
Human Resources

**FROM:** Elizabeth Simas, Human Resources Director

**MEETING DATE:** December 16, 2021

**SUBJECT:** Resolution No. \_\_\_\_\_, A Resolution approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan

**ACTION REQUIRED:**

**RECOMMENDATION:**

**BACKGROUND/HISTORY:**

In December 2010, the council adopted a Management Compensation Plan (MCP). The plan specifies that to maintain a competitive compensation plan that minimum and maximum salary bands will increase based on the US City Average CPI-U July-to-July effective January of the next year. In most cases, a change to the minimum or maximum salary does not change a manager's salary as increases are performance based. At a minimum, management salaries are to be reviewed at least every three years which was done in 2021. A comprehensive market survey was completed, and presented to the City Council at the November 18, 2021 meeting. As recommended by the Council, data modeling was completed that included Medford and Jackson County (JC) and again without those two jurisdictions. The recommendation from council was to bring the salary ranges and monetary benefits up to at least the average/median but not more than 5% above. The following percentage increases factor in the 401a being at 1% year one. (Year 2 & Year 3 increase by 1% each year) and increasing the HRA-VEBA account by \$155 per month.

The below proposed changes brings the following positions in line with that recommendation:

	<u>With Medford/JC</u>	<u>Without Medford/JC</u>
Finance Director	-3% (below the average)	0% (at the average)
Planning Director	1% above the average	4% above the average
HR Director	-2% (below the average)	4% above the average
Parks & PW Director	1% above the average	4% above the average
Police Chief	-1% (below the average)	1% above the average

After reviewing the MCP document, some changes are included which are for clarification and to update the City's population. Substantive changes to the plan include:

- The CPI-U for July 2020 - July 2021 was 5.4%. The minimum and maximum of the salary bands for all positions in the management compensation plan, with the exception of the City Recorder, were increased by 5.4% effective January 1, 2022.
- Plus a market adjustment of 5.6% for all positions in the Executive Tier/Band III (IT Director, Finance Director, Human Resources Director, and Community Development/Planning Director)
- Plus a market adjustment of 15.8% for the Parks & Public Works Director.
- Increase the HRA-VEBA contribution from \$72.50 to \$150 per pay period
- Allow Executive management (City Manager, Police Chief, Department Directors [IT, HR, Finance, and Planning], and the City Recorder) to begin contributing to the 401a plan with a City match of 1% beginning 1/1/22; increase by 1% for a total of 2% beginning 1/1/23; and increase by 1% for a total match of 3% on 1/1/24.
- Clarification on hours worked for positions that are not eligible for overtime, article 3.5 FLSA Exemption/Overtime.

**Financial Considerations:**

By making these changes three employee wages will be below the minimum and to bring the three employees' wages to the bottom of the range will be a cost of about \$3,600 annualized.

The cost to increase the HRA-VEBA contribution is approximately \$35,000 annually.

The first-year cost to implement the 401a match (not including the City Manager) is \$8,100.

Performance based increases are not factored into these costs as they are dependent on performance, budgetary constraints, and capped at a maximum of 6% of salary, per the Management Compensation Plan.

**RECOMMENDATION:**

Motion to approve Resolution \_\_\_\_\_, A Resolution approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan.

**ATTACHMENTS:**

1. Resolution MCP and Classification Pay Plan 121621
2. MCP 2021 for Council Meeting 121621
3. 2022-1 Proposed Pay Plan 121621

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

**A RESOLUTION ADOPTING THE MANAGEMENT COMPENSATION PLAN and  
the January 1, 2022 – June 30, 2022 CLASSIFICATION PAY PLAN**

**RECITALS:**

1. Chapter 2.48 of the Central Point Code authorizes and directs the City Council to adopt rules relating to personnel matters.
2. Policy #3.06.2 of the Personnel Policies and Procedures provides that the Council shall, by resolution, adjust the salaries and rates of compensation and benefits for all City officers and employees. The City Council deems it to be in the best interest of the City to make revisions thereto.

**The City of Central Point resolves as follows:**

Section 1. The revised Management Compensation Plan for management employees, as attached, is hereby ratified and adopted.

Section 2. The revised Classification Pay Plan for bargaining unit and management employees, as attached, is hereby ratified and adopted.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of December 2021.

\_\_\_\_\_  
Mayor Hank Williams

**ATTEST:**

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

Attachment: Resolution MCP and Classification Pay Plan 121621 [Revision 1] (1486 : Revised Management Compensation Plan and



**City of Central Point**

**Management Compensation Plan**

Chris Clayton, City Manager

**ADOPTED BY COUNCIL** December 9, 2010

**REVISED** December 16, 2021

**EFFECTIVE** January 1, 2022

Attachment: MCP 2021 for Council Meeting 121621 (1486 : Revised Management Compensation Plan and Classification Pay Plan)



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**This compensation plan is NOT A CONTRACT or bargained agreement.  
 This plan and the salary and benefits outlined herein may be changed  
 at any time with approval of the City Council.**

Attachment: MCP 2021 for Council Meeting 121621 (1486 : Revised Management Compensation Plan and Classification Pay Plan)

# INTRODUCTION

## Our City

Central Point is a small town, with a population of just over 19,700, in beautiful southern Oregon. It borders a city of approximately 84,600 and smaller communities with populations of less than 8,000. Central Point is bisected by both a major interstate highway and a rail line. An international airport is within 2 miles. Local medical and educational facilities are excellent, including several hospitals, clinics, a community college and state university. The area enjoys warm summers and mild winters and, although it is 200 or more miles in any direction to a larger metropolitan area, Central Point has wonderful theater, musical, and indoor and outdoor recreational opportunities within minutes of driving time.

The City of Central Point is a full-service municipal organization with a council-manager form of government. Although the town has been incorporated for over 125 years, as recently as 15 years ago the population was less than half the current figure and, as the city grows, so grows the organization. It is currently in the growth phase of its organizational life cycle.

The City Council adopted the following mission as part of the City's strategic plan 2040 update.

**Our Mission** Creating a family-friendly community that provides a better experience for those living, working and doing business in Central Point.

**Our Vision** Central Point is a safe, family-friendly, livable community that cultivates its small-fee by managing growth and inspiring meaningful connections between people and places.

**Our Values** Accountability, Community, Excellence, Heritage, Public Safety, Resilience, and Service.

In 2017, the City Manager adopted the following vision, values, and expectations for our employees.

**Vision Statement** A better experience for those living in, working in, or doing business with, the City of Central Point.

## Statement of Values:

1. **Be Owners** – We own the work that is produced at the City of Central Point. To that end, we only allow quality products, documents and services to be delivered from our organization. Furthermore, when we fail to meet expectations, we accept responsibility, apply what we have learned, and move forward in a positive direction.
2. **Be Real** – Simply stated, be authentic/genuine in your communications with the public and with your colleagues.
3. **Be Bold** – Take appropriate risk and make compelling/constructive arguments; don't take unnecessary risks or be argumentative.



4. **Be Better** - Know your strengths and weaknesses and constantly seek ways to improve self, perspective, and performance. To “Be Better” requires being self-aware which promotes pluralism, allows us to be open to new ideas/solutions, and find long-term positive outcomes via our short-term failures.

### Expectations:

1. **Embrace the concept and ideals of “public service.”** The City of Central Point was incorporated in 1889 in order to serve the community and citizens. It is essential that those employed by, or volunteering for, the City of Central Point never lose sight of the fact that we exist to serve the Central Point community. The concept of commitment to the principles of civic duty should be at the heart of everything the City of Central Point does each and every day.
2. **Place an emphasis on excellent customer service.** It is essential that we serve the public in a courteous and professional manner. It is also important for the Central Point staff to be perceived as fair and equitable. Of course, as an organization we will not be able to say “yes” to every request or inquiry. However, in those instances when we must say “no,” it is important to deliver this message in a professional manner and to constantly seek alternate solutions for the public.
3. **Maintain the highest ethical standards.** It is essential that the City of Central Point staff earn and maintain the trust and respect of the organization and community. Consequently, it is essential that the City of Central Point establish and maintain a positive culture that is based on honesty and integrity. Each and every member of the city organization should always lead by example. We do the right thing, for the right reason, regardless of circumstance.
4. **Value cooperation, teamwork coordination, and partnership.** It remains essential that the City’s various departments and divisions work together to improve our community. The City of Central Point is an organization increasing in size and complexity. A primary component of our success depends on the willingness of every employee and volunteer to work in concert and have a unified organization mind-set.

It is also essential for the Central Point management team to work with various stakeholders in the community and the community itself to solve the challenges and problems that face Central Point. The City of Central Point has earned the reputation as a “partner” to business, development and citizens, and we must do all we can to foster this well-deserved reputation.

5. **Hold ourselves accountable to the community for our actions.** It is appropriate to tout organizational accomplishments; however, it is also just as important to take responsibility for our failures and shortcomings, and work as a group to solve

problems and minimize our shortcomings. This approach will help the entire organization earn the trust and respect of the community.

6. **Be innovative and results-oriented.** Each and every member of the Central Point staff should continuously seek out new strategies, ideas and solutions to improve the organization. The organization should continually strive for excellence and consistently question the “status quo.”
7. **Genuinely listen and treat each other with respect.** The quality of our employees dictates how well the City of Central Point is able to serve the community. Therefore, it is essential that we value each other and provide support needed in order to be successful. In addition, it is important to empower each other via communication so our decisions are well informed. Finally, the City’s management team and City’s labor organizations must work well together and embrace common goals and objectives. If differences arise, we must solve them in a professional and productive manner.
8. **Maintain a strong financial position.** It is imperative Central Point staff manage fiscal resources in a responsible and conservative manner. The City of Central Point’s taxpayer and ratepayers deserve nothing less than this level of care. Likewise, it is necessary for all employees to ensure that the City operates in an efficient and economical manner.
9. **Communicate very well, both within the organization and with the community.** It is essential that staff communicate in an honest and straightforward manner with each other and with the community as a whole. The City of Central Point should be candid and forthright, regardless if the news is positive or negative. It is also essential to maintain good lines of communication within the organization. We should actively listen to employees and follow up on ideas and suggestions. Finally, staff should always be open to new ideas, approaches, and solutions.
10. **Maintain a strong work ethic.** Regardless of circumstance, we should always do our best.

In summary, the City’s mission is to create, maintain, and sustain livability of the community. As a City, we recognize that to provide the best service to our clients, the citizens of Central Point, we must seek to have a management team that shares the mission, vision, values, and expectations of the City. To that end, an aligned management compensation plan has been created to encourage current and future managers of the City of Central Point to work as a team to create a government organization that puts the needs and desires of the citizens of Central Point above their own preferences, and strive to provide the necessary services in the most efficient and effective manner possible.

# Section 1. The Management Team

## 1.1 Management Team

The City's Management Team is comprised of the Executive Management Team and First and Second Tier Managers and confidential employees. The Management Team's job duties include: governmental accounting; budget; records management; city governance; public safety and law enforcement; public works including street construction, water distribution, storm water and flood hazard management; land use and urban planning; parks maintenance and recreation programming; human resources management; risk management; information technology; and facilities management.

The City's Management Team is composed of professional employees who have years of experience working in their profession or in local government. At a minimum, most positions in the management team require a college degree or equivalent experience, training, and certification.

The jobs covered by this plan are professional-level positions that require specialized training, certification and/or extensive experience. These are professional people in key positions of responsibility; it is important for the City to recognize this and compensate them at a fair, professional level. The term manager or employee may be interchanged to designate staff covered by the Management Compensation Plan.

**1.2 Executive Management Team** members report directly to the City Manager and include the Finance Director, Planning Director, Parks and Public Works Director, Human Resources Director, Police Chief, Information Technology Director, and City Recorder.

**1.3 First Tier Managers** typically report to a department director and include Police Captain, Parks and Recreation Manager, Parks/Public Works Operations Manager, Construction Services Supervisor, Building Division Manager, Safety & Risk Manager, Principal Planner, and Finance Supervisor.

**1.4 Second Tier Managers** report to a first tier manager and include the Police Office Manager, Police Lieutenants, and Park/Public Works Supervisor.

**1.5 Confidential Employee** is an employee classified as a confidential employee under ORS 243.650 including the Human Resources Assistant and Accountant.

**1.6 Part-time without benefits.** A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 120 hours in a calendar month. A "part-time without benefits" employee is not eligible for health insurance but may be eligible for other benefits as outlined in the Management Compensation Pay Plan.

**1.7 Non-Covered Positions** This Plan shall not cover anyone in a temporary position, in a position covered by a collective bargaining agreement, or anyone with an individual employment agreement.

## Section 2. Management Compensation Plan

### 2.1 Previous Strategy

At the time this plan was originally adopted in 2010, the management compensation strategy had not been reviewed in at least five years. It was basically an extension of the negotiated compensation for the two bargaining units, taking into consideration what other cities in the region were paying for management-level positions. There was no written pay strategy. When a position became vacant, the pay was reviewed at that time. The City prefers to promote current employees when possible and there is a written policy to this effect, but there was no established plan to address pay changes for promotional situations.

### 2.2 Management Compensation Plan – Strategic Purpose

The purpose of having a written management compensation plan is to develop a compensation strategy that is tied to the mission, vision, values, and expectations of the City of Central Point and the 2020 Strategic Plan and subsequent 2040 Strategic Plan. The compensation plan must be fair, legal, consistent, and understood by all. Having a written plan should eliminate, or at least reduce, the likelihood of inconsistencies, misunderstandings, and real or perceived discrimination.

### 2.3 Compensation Philosophy

This management compensation program is designed to provide adequate pay for all management employees. The goal of our total management compensation program is to foster and reward performance and dedication, while at the same time attracting suitable candidates, when needed, to fill vacancies.

#### 2.3.1 Principles

- Management pay ranges will be determined, by using the market average for the appropriate labor market as a target and an internal pay equity analysis of comparable work. Placement in the pay range will be determined by a pay equity analysis, and increases within the range will be merit-based and performance-driven.
- Benefits will include adequate health insurance at a reasonable cost to employees, and other benefits that promote a comfortable, secure workforce and encourage dedication to the City.
- Additional perquisites will include deferred compensation, health reimbursement arrangements, paid time off, and other consideration as specified in this plan.
- Incentives may be offered as part of the performance-driven pay structure codified in this plan, provided the parameters of the plan are adhered to.

### 2.3.2 Strategies

- Because the City of Central Point's success is dependent on capable and dedicated leaders, our compensation goals will strive to attract and retain individuals who share the mission and vision of the City.
- Our total compensation will be industry competitive and appeal to the type of professional employees we wish to attract and retain.
- We will adequately compensate all managers but we will reward those who go above and beyond in the furtherance of our mission.
- We will hold managers accountable for the duties and responsibilities of their positions. Regular and meaningful evaluations will be conducted to gauge accomplishments and assess deficiencies.
- We will endeavor to provide benefits that offer the most value to, and are appreciated by, our employees.
- We will promote dedication by providing growth and development opportunities to employees at all levels.
- We will strive to cultivate and promote future managers from within the organization whenever it is practical to do so.
- We will embrace an organizational culture that rewards excellent service to the citizens of Central Point.

**This compensation plan is NOT A CONTRACT or bargained agreement. This plan and the salary and benefits outlined herein may be changed at any time with approval of the City Council.**

## Section 3. Salary Ranges

### 3.1 Establishing Ranges

Each manager's pay will be established on a scale that includes a minimum and maximum range. Ranges will be proposed by the City Manager, with average salaries for comparable positions in comparable cities (as determined by a wage study of the appropriate labor market) being considered a "target" point. The market will be surveyed not less than every three years. Factors to be considered in determining the range for each position or position class should include:

- **Market Survey:** average minimum and maximum pay for comparable positions in comparable cities and cost of living changes
- **Scope of the position (Comparable Character):** duties and responsibilities, authority, liability, number of employees supervised, size and complexity of budget administered
- **Total compensation value:** takes into consideration the comparability of total compensation and benefits

Pay bands will be established by grouping similar positions and pay ranges.

#### 3.1.1 Changes to Salary Ranges

To attract and retain high quality professional employees, it is important to maintain a competitive compensation plan that incorporates current economic conditions. Beginning January 1, 2018, the minimum and maximum salary for each band will increase based on the U.S. City Average CPI-U July – July; not to exceed 2.5%. Changes to the salary schedule do not change a manager's salary unless the manager's salary is less than the minimum for the band; in such case, the manager's salary would increase to the minimum salary.

The salary range for each pay band may be adjusted by the City Manager not more than once in any 12-month period and, generally, any change in either the minimum or maximum of the range shall not be more than 10%. Any changes to the pay bands shall be brought to the City Council for approval in the form of a resolution setting forth the employee compensation plan.

### 3.2 Assigning Positions to Pay Bands

#### 3.2.1 New Positions

Any new management position shall be approved in accordance with City policy. New positions shall be assigned a pay band based on the recommendation of the Human Resources Director as supported by a market study described in Section 6 of this Plan and comparable character and similarity with existing management positions. New management positions covered under this Plan shall be incorporated into the first revision of the Plan following approval of the position.

#### 3.2.2 Revised Positions/Job Changes

When a current management position covered under this Plan substantive changes in job duties, requirements or responsibilities, as delineated in an approved, written position description, the revised position shall be assessed. A market study of the revised position will be conducted and the

position will be placed in the appropriate pay band and placement of the incumbent within the pay band's salary range will be done in accordance with 3.3 Individual Placement within Salary Ranges. A change in job title or job duties will not necessarily result in a change in pay band.

### 3.3 Individual Placement within Salary Ranges

Each manager's pay will be set within the approved salary range of the pay band for their position according to their qualifications, competencies, and the relative value of those qualifications and competencies to the position and to the City of Central Point, as determined by the City Manager. Work of comparable character factors to be considered in determining individual pay within the established range include, but are not limited to:

- **Competency:** demonstrated level of relevant knowledge, skills and abilities and training
- **Credentials:** formal education degrees and certifications
- **Experience:** job performance and relevant work history in comparable position(s)
- **Responsibility:** authority, liability, or other responsibility not already considered in establishing the range for the position
- **Performance:** performance of the duties and responsibilities of the position as documented in an annual performance evaluation
- Any **other relevant factor(s)** that warrant consideration

Placement on the salary range shall be at the discretion of the City Manager, except that such decision shall not be arbitrary or discriminatory.

#### 3.3.1 Initial Placement upon Promotion

In the event an employee is promoted from a non-management position to a management position, the employee shall be placed on the salary range for the management position in accordance with this plan. Incentive pay received by a bargaining unit employee prior to promotion shall be considered in respect to competency, credentials, and experience, but shall not be continued as incentive pay, except as specifically allowed for under this plan.

### 3.4 Individual Pay Changes

The City Manager shall have the sole authority to approve changes in individual managers' pay, provided the change does not result in more than a 6% increase in any one calendar year, and provided the salary remains within the approved pay range. In the event the City Manager wishes to increase any managers' pay by more than 6%, the City Manager must consult with the Mayor and justify the reason(s) for the increase.

In no case shall a change cause a manager's pay to fall outside of the approved salary range for that position's pay band. For example, if a manager is paid at the top of the approved salary range, he or she may not receive a pay increase until such time as the salary range is adjusted upward, substantive changes to the position warrant a change in pay bands, or other circumstances result in the decision of the city council to approve pay outside the approved salary range.

3.4.1 Market-driven pay changes When a salary survey conducted pursuant to this plan indicates that the pay range for positions in that pay band is significantly lower or higher than comparable positions in comparable cities, the pay range may be adjusted up or down accordingly.



When the salary range for any individual position(s) within a band is significantly higher or lower than comparable positions in comparable cities, and other positions in the same pay band, the City Manager may propose moving a position from one pay band to another.

3.4.2 Performance-driven pay Individual salary changes will be based on the outcome of a bi-annual performance evaluation or goal setting session. To qualify for any performance-driven pay increase, the manager's final, bi-annual performance evaluation must, at a minimum, be "fully satisfactory" or from the outcome of the goal setting session. However, receiving satisfactory ratings alone shall not be an automatic basis for a pay increase. In the event a manager's performance falls below average or "need improvement," the City Manager may reduce the manager's pay. The City Manager shall be the sole grantor of pay changes for all managers, but the recommendation of the department director shall be considered prior to the City Manager making any pay changes for first or second tier managers. All performance-driven changes in pay must be specified in writing via the Personnel Action Form (PAF).

3.4.3 Part-time Employee Wages Each position is assigned a monthly salary range. Part-time employees will be paid based on the equivalent hourly rate of the monthly salary. The hourly rate is calculated by taking the monthly salary divided by 173.33 hours.

3.4.3 Timing Prior to January 1 each year, or following the completion of performance evaluations or goal setting sessions, whichever is later, the City Manager shall determine the amount of pay change, if any, to be made for each manager for the following calendar year. If performance evaluations or goal setting sessions are not completed prior to January 1, the City Manager may, in his or her judgment, opt to make pay changes retroactive to January 1 for some or all managers.

### 3.5 FLSA Exemption/Overtime

Positions covered by this plan that are exempt under the Fair Labor Standards Act are not subject to, or eligible for, overtime compensation for hours worked in excess of 40 in a week or any specific amount in a given day. Exempt managers are paid on a monthly salary basis to perform the duties of their position and are not required, nor expected, to keep track of the number of hours they work except as noted in Section 5.4.5 Recordkeeping.

Executive Management Team members are expected to work sufficient hours to complete their job duties in a timely manner and that they will generally be available during normal business hours.

Exempt First Tier and Second Tier Managers are expected to be at work or on approved leave of absence from work for a combined total of no less than 2,080 hours per year (173.33 hours per month). Hours of work for a workday will be during normal business hours, typically 8:00 a.m. – 5:00 p.m. or as set by the City Manager. Being available by phone during normal work hours does not meet the expectation of being at work.

Additionally, managers are expected to attend meetings, conferences and other functions appropriate to their work assignment, which may fall outside the typical "Monday through Friday, 8 to 5" schedule.

Non-exempt positions covered under this plan are eligible for overtime in accordance with the Fair Labor Standards Act and state law for hours actually worked in excess of 40 in a workweek. Non-exempt managers must submit an approved timesheet accounting for all hours worked. A non-exempt employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any approved overtime worked. Comp-time shall accrue at a rate of 1-1/2 the overtime hours actually worked with accrual balances reflecting the number of hours available to the employee. Compensatory time may be accumulated to a maximum of 80 hours. At the end of the fiscal or calendar year, comp-time balances may be paid off, at the City's option, at the employee's straight-time hourly rate.

### 3.6 Appealing Pay Decisions

If a manager believes that he or she is not paid fairly, he or she may challenge the City Manager's decision to increase, decrease, or make no change to the Manager's pay. Any challenge must be made, in writing, to the City Manager within 15 calendar days after notification of any decision about pay. The written challenge must contain the specific amount of pay the manager believes he or she should receive, and a clear explanation of why the manager believes the City Manager's decision is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager's decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

## Section 4. Performance Evaluation

### 4.1 Bi-Annual Evaluation and Goal Setting Sessions

The performance of all managers covered by this plan shall be evaluated at least bi-annually. Any performance-driven pay changes will be based on the outcome of an annual evaluation of the managers' overall job performance or based on the goal setting session. The City Manager, or department director, in the case of a first or second tier manager, will take into consideration the manager's self-evaluation as well as peer and/or staff evaluations in preparing the final performance evaluation. The results of the final evaluation must support any performance-driven pay change.

### 4.2 Self Evaluation

The annual self-evaluation is an opportunity for the manager to expound on his or her goals and accomplishments during the evaluation period. The evaluator (City Manager or department director) will review the self-evaluation prior to evaluating the manager. The self-evaluation is to be completed and submitted to the evaluator on or before the date set by the evaluator, except that the manager shall be afforded not less than two weeks to complete and submit the self-evaluation.

Goal Setting and Attainment: The self-evaluation will focus on goal setting and attainment, professional development, and overall contribution to the organization, and include, as an example, such information as:

- Has the manager set and attained departmental and professional development goals, and do these goals serve to further the city's' strategic plan or City Mission and Values?
- Has the manager kept up with the latest issues in their profession?
- How has the manager contributed to the overall success of the organization?
- How does the manager perceive his or her peers and subordinates to view the manager's contribution to the organization/job performance?
- A list of accomplishments for the year should be provided

### 4.3 Peer and Staff Evaluation

The peer and staff evaluations will be conducted bi-annually prior to the bi-annual performance evaluation and will focus on cooperation and teamwork, integrity and respect, leadership, supervision, policy application, communication, responsiveness and the manager's impact on the organization as perceived by peers, subordinates and others.

Like the self-evaluation, the peer and staff evaluation results will not be used independently in the final evaluation, but rather, will be provided to the manager for use in the self-evaluation and to the City Manager/department director for incorporation into the final evaluation.

#### 4.4 Final Performance Evaluation

The City Manager's evaluation, or department director's evaluation with the City Manager's approval, will be the final, official performance evaluation and will be the instrument used to substantiate any performance-driven pay changes. The final evaluation will be based on the City Manager's or department director's own assessment of the manager's job performance, taking into consideration the self-evaluation and peer and/or staff evaluation. The City Manager shall consult with the department director regarding all first and second tier manager evaluations and the department director shall defend his or her assessment of the manager's performance and final evaluation rating(s) *prior* to the department director meeting with the manager about the evaluation. The City Manager's signature on a Personnel Action Form approving a performance-based pay change shall serve as evidence of the City Manager's concurrence with the department director's evaluation of a first or second tier manager.

#### 4.5 Evaluation Factors

The evaluation factors used for the final performance evaluation will include the following, or variations thereof at the City Manager's discretion:

a. Job Knowledge and Job Performance

*How well has the manager demonstrated the knowledge, skills and abilities required to accomplish the assigned tasks and goals of their job?*

b. Integrity, Respect and Ethics

*How dependable is this manager in respect to honesty, follow through, fairness, accountability, respecting others, ethical standards, and adhering to City policies and collective bargaining agreements?*

c. Performance Management/Supervision and Administrative Duties

*How well does this manager manage the personnel aspect of his or her department? Are personnel matters dealt with appropriately and in a timely manner? Are meaningful and timely performance evaluations completed? Does the department head hold supervisors accountable? Is proper documentation maintained? Are timesheets turned in on time and correctly? Does this manager adequately account for his or her time?*

d. Leadership and Goals (city, department, professional)

*How well has this manager furthered the mission of the city and vision, values, goals and expectations of the organization, set and attained department goals, and set and attained professional goals? How do this manager's peers and staff feel about his or her leadership ability and contribution to the organization?*

e. Commitment to Organization/Teamwork

*How well does this manager demonstrate a commitment to the organization and to teamwork, focusing on the whole organization as opposed to a department first focus?*

f. Commitment to Safety and Limiting Liability to the City

*How committed is this manager to employee and citizen safety as evidenced by training, type and frequency of injuries or incidents relative to the position/department? Do they give effort and commitment to reducing liability for the city, including following and applying policies and leading by example?*

g. Communication

*Does this manager effectively communicate with others? Are his or her interactions effective and appropriate? Are they responsive to staff and coworkers? Does he or she provide timely information; maintain cooperative business relationships; and is communication respectful, courteous and focused on the issue at hand?*

h. Problem Solving and Judgment

*How effectively and efficiently does the manager contribute to solving problems encountered by the organization as the organization works toward accomplishing its goals?*

i. Attitude, Motivation and Work Ethic

*How does this manager's attitude, motivation and work ethic impact their job performance and overall contribution to the success of the city?*

j. Overall

*Overall, how well does this manager perform, taking into consideration the performance of the various duties and responsibilities of his or her job; their attendance as it relates to availability, participation and reliability; and their general conduct with respect to honesty, integrity, accountability, dependability, trust, teamwork and respect?*

#### 4.6 Evaluation Ratings

The factors used in the determination of performance will be rated on a scale such as 3 = exceeds expectations, 2 = fully satisfactory, 1 = below average, and 0 = unacceptable. Each evaluation rating shall be supported by comments provided in the evaluation document. The final evaluation shall take into consideration the self-evaluation, peer and staff evaluation, department director's assessment for first and second tier managers, and City Manager's assessment, as well as any other source of input the City Manager deems appropriate to make the assessment. The City Manager may revise the evaluation criteria, provided that any substantive change in evaluation criteria be communicated to the managers.

Managers should have completed evaluations of their own subordinate employees prior to their own evaluation being done.

#### 4.7 Timeline

Performance evaluations or goal setting sessions for managers are to be completed prior to December 31<sup>st</sup>.

#### 4.8 Unsatisfactory Performance

In addition to being subject to a potential performance-driven pay decrease that year, any manager who receives a rating of below average or unacceptable in *any* factor on the final evaluation may be placed on a work plan for the purpose of improving performance. A work plan will normally be in the form of a written plan but, depending on circumstances, may be in the form of a documented verbal discussion at the time of the evaluation meeting. Except when circumstances warrant, a performance review will be scheduled not less than 45 days and not more than 180 days after receipt of the work plan, at which time the manager's performance will be re-assessed. If improvement has been made, the manager may be deemed to have satisfactory performance, or a subsequent re-evaluation may be scheduled. Every effort will be made to assist the manager in making the necessary improvement to successfully perform the job duties. However, if the manager fails to improve after being given adequate time and resources for improvement, the manager may be subject to disciplinary action, up to and including termination.

#### 4.9 Appealing Performance Evaluations

The criterion established for performance evaluations is intentionally rigorous and designed to identify those who perform at, above, or below expectations. If a manager believes that he or she was not rated fairly in the evaluation, he or she may challenge the City Manager's decision. Any challenge must be made, in writing, to the City Manager within 15 calendar days after receipt of the performance evaluation. The written challenge must contain the specific evaluation factor(s) being challenged and a clear explanation of why the manager believes the City Manager's evaluation is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager's decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

## Section 5. Total Compensation Package

### 5.1 Salaries

Salaries are determined by the position, individual qualifications, performance, and market comparison. The City Manager proposes the salary range for each pay band and determines which pay band positions or position classes will be assigned. The City Council shall approve the salary ranges and pay bands as part of the classification pay plan. All managers will receive pay in the form of monthly salary, which will be within the approved minimum and maximum set for the pay band.

In addition to the pay outlined in Section 3 of this Plan, the total management compensation package will consist of other benefits as detailed below for all positions listed in Appendix A.

### 5.2 Additional Compensation

**5.2.1 Health Reimbursement Arrangement** The City has adopted the HRA VEBA standard plan offered and administered by the Voluntary Employee's Beneficiary Association Trust for Public Employees in the Northwest. The standard plan shall be integrated with the City's group medical plan and the City shall remit contributions only on behalf of eligible employees who are enrolled in or covered by the City's group medical plan. The City will contribute semi-monthly to an established HRA VEBA account for each manager covered under this compensation plan who is also enrolled in or covered by the City's group health insurance plan. Eligible employees must submit a completed and signed enrollment form to become an eligible participant and become eligible for benefits under the plan.

Contributions on behalf of each eligible manager shall be based on direct employer contributions. The amount of contribution to the HRA, until changed by way of adoption of revisions to this Plan, shall be \$72.50 each pay period worked, contributed on a semi-monthly basis on behalf of eligible full-time managers. Effective January 1, 2022, the HRA-VEBA contribution will increase to \$150.00 each pay period worked. Part-time managers are eligible for a prorated contributions based on FTE, if they are an active participant in the City's group health insurance plan.

**5.2.2 Retirement: PERS** The City will pay both the employer's and employee's contribution to the Oregon Public Employee Retirement System.

**5.2.3 Deferred Compensation** Managers will be allowed to take advantage of any "457" deferred compensation program offered by the City by having any or all monetary compensation contributed to such account(s), subject to I.R.S. rules.

At the sole discretion of the City, the City may elect to implement any configuration of tax deferral, retirement, or "money purchase" plan and make contributions to such plans as an optional method of compensation. For example, in any given year, the City may elect to give pay increases in the form of a 457 contribution, or a contribution match of up to the maximum of 6%. Any option to make a contribution to such program(s) as a method of providing a pay increase will normally apply to all employees in a given group (executive team, Tier 1, Tier 2) covered under this Management Compensation Plan (not made on an individual basis). Any option to make matching contributions



will require the manager to contribute to an account. Options described in this section may be used in lieu of, or in combination with, traditional salary increases.

Managers understand that any matching contributions will be contingent upon the manager contributing at least the amount of the match to their account and that the amount of total compensation received might be decreased if the manager does not contribute at least the amount of the proposed match.

401(a) The executive team members (City Manager, Police Chief, department directors and City Recorder) are eligible to participate in the City’s 401(a) plan. Effective January 1, 2022, contributions of up to 1% of salary may be made by the manager with the City matching the manager’s contribution. Effective on January 1, 2023, the manager’s maximum contribution and City match will increase to 2% of salary. Effective January 1, 2024, the manager’s maximum contribution and City match will increase to 3%.

5.2.4 Sign on Bonus At the sole discretion of the City Manager, a one-time sign on bonus of up to \$7,500 may be offered at the time of recruitment for any management position. The decision to offer a sign on bonus shall normally be driven by difficulty in recruiting qualified applicants for a position, and industry expectations. The amount of the sign on bonus shall be at the discretion of the City Manager, except that the Human Resources Director shall be consulted.

In the event a manager receives a sign on bonus and subsequently resigns from the position within two years of receiving the bonus, the bonus benefit amount shall be refunded to the City on a prorated basis as follows:

Less than 6 months of service	100% refunded to city
6 months to 1 year of service	75% refunded to the city
1 year to 2 years of service	50% refunded to the city

The manager will be required to sign a sign on bonus agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

5.2.5 Relocation Assistance At the sole discretion of the City Manager, relocation assistance may be negotiated during the job offer phase of hiring a new manager from out of the area. Only those individuals who meet the following criteria shall be eligible to negotiate relocation assistance: 1) must be relocating from more than 50 miles away, 2) must be relocating to at least within 50 miles of Central Point, and 3) must be relocating a distance of at least 50 miles. Up to \$5,000 relocation assistance may be offered to an individual who relocates to within the city limits or Urban Growth Boundary (UGB) of Central Point. A new manager relocating to an area outside of the Central Point city limits or UGB may be offered a maximum of \$2,500. In the event a manager negotiates relocation assistance and subsequently resigns from the position or is terminated for cause within two years of receiving the assistance, the assistance benefit amount shall be refunded to the city on a prorated basis as follows:

Less than 6 months of service	100% refunded to city
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6 months to 1 year of service	75% refunded to the city
1 year to 2 years of service	50% refunded to the city

Refunding of relocation assistance shall apply only in the event of a voluntary resignation or termination for cause. Additionally, if relocation assistance is provided to relocate within the Central Point city limits or UGB and, within 2 years, the manager subsequently moves from the City limits or UGB but remains in their management position, any amount of relocation assistance paid in excess of \$2,500 shall be refunded to the City using the above pro rata scale. The manager will be required to sign a relocation assistance agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

**5.2.6 Police Management Fitness Incentive** The Police Management Fitness Incentive Program is based on the fundamental belief that an active lifestyle is likely to increase productivity, optimize health and decrease absenteeism while maintaining a higher level of readiness. The goal is to motivate sworn members of the police administrative team to prepare for and participate in an approved physical fitness assessment designed to measure both aerobic conditioning and muscular strength. Fitness testing is offered two times per year. Police Lieutenant and Police Captain who successfully complete the semi-annual fitness testing are eligible for the Fitness Incentive. The incentive is 1% of the average hourly salary for all employees in that position, times 1040 hours, and rounded to the nearest dollar. The Fitness Incentive is paid out in January and July. Employees who do not participate or do not pass are not eligible for the Fitness Incentive.

**5.2.7 Gym/Weight Management membership reimbursement.** The City will reimburse managers up to twenty-five dollars (\$25) per month towards membership in a recognized fitness club, weight loss program, or City of Central Point Recreation health/fitness program they are actively participating in. The City has the sole discretion in determining which clubs/programs it will reimburse. Reimbursements will be made quarterly through payroll provided itemized receipts are received within six months.

**5.3 Non-Monetary Benefits**

In addition to the monetary compensation outlined in this plan, eligible managers shall receive the following benefits. All benefits will be taxed in accordance with applicable Internal Revenue Service (IRS) regulations.

**5.3.1 Health Insurance** The City and the manager will share the cost of health insurance premiums with the City paying 90% and the full-time manager paying 10% of the premium. Managers working less than full-time meeting the eligibility requirements of the insurance plan will participate in the City’s insurance plan. Managers who are “part-time without benefits” are not eligible for health insurance even if they exceed 79.75 hours per month. The part-time employee premium cost will be the lesser of 20% of the total premium or the maximum allowed to comply with the affordability provision in the Affordable Care Act or subsequent act.

Where feasible, health insurance cost savings measures will be implemented. In the event any cost savings measures result in coverage that is less than comparable to current coverage, managers will

be notified as early as possible of the change and given the opportunity to propose an alternative to the cost savings measure. Proposed alternatives must be presented, in writing, within 45 calendar days of the notice. The City shall maintain the sole right to implement or reject any proposed changes.

5.3.2 §125 Flexible Spending Account The City offers an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free deduction. Additionally, managers will have the opportunity to participate in a flexible spending account to use pre-tax dollars for dependent and health care expenses pursuant to I.R.S. regulations.

5.3.3 Life Insurance The city will pay the premium on a group term life insurance policy in the amount of the annual base salary to a maximum of \$100,000 for managers meeting the eligibility requirement of the insurance carrier. The manager shall have the option of purchasing, at their own expense, additional life insurance for themselves and/or family members pursuant to the insurance policy provisions.

5.3.4 Long Term Disability The city will pay the premium on a long term disability policy with a 90 day elimination period that provides a benefit of 66-2/3% of base salary, up to a maximum of \$3,000 per month for managers meeting the eligibility requirements of the insurance carrier.

5.3.5 Cell Phone Allowance A monthly stipend may be paid to managers who are required to be available by phone while away from the office or outside of business hours, in accordance with city policy. Managers who elect to use a City-owned cell phone are not eligible for a stipend.

5.3.6 Use of Car At the sole discretion of the City Manager, the use of an assigned City vehicle may be negotiated for a manager. Any such use shall be based solely on appropriateness for the position, and subject to applicable I.R.S. rules.

5.3.7 Air Miles and Other Purchase-Related Benefits Although managers are issued purchasing cards for making authorized, work-related purchases, it is understood that, occasionally, under certain limited circumstances, the use of a personal purchasing card for making work-related purchases may be warranted. The use of personal cards for work-related purchases shall be infrequent. A manager shall be entitled to any benefits or rewards, such as air miles, hotel points or cash back, associated with work related purchases and such benefits or rewards shall be considered part of the managers' salary and compensation.

5.3.8 Use of City Resources The use of City resources on a limited and occasional basis shall be considered part of the manager's total salary and compensation. Examples of such use may include photocopiers, printers, computers, tablets, phones and other technology, provided such use does not violate the City's acceptable use policy. Additionally, except for items such as portable information technology (i.e., laptop, iPad, etc.) such use of city resources shall not include taking items off City premises (i.e., this provision does not allow for taking tools or equipment home).

5.3.9 City sponsored events The City sponsors community events such as the Wild Rogue Pro Rodeo and BOOM Fest. Gifts such as event tickets, special seating, prizes, etc. that are given from

the event organizer to the City may be accepted by the manager and are considered part of their official compensation package per ORS 244.040 (2) (a) and City of Central Point Resolution No. 1450.

5.3.10 Travel, Training and Education Expenses Managers are covered by city policy regarding travel, training and tuition reimbursement, and such reimbursements are taxed in accordance with IRS rules. Furthermore, it is understood that managers attending training or conferences may receive training materials, training aids, devices, gifts, prizes, etc. Managers shall be allowed to personally keep such materials provided to, or received by, attendees at training, conferences, or courses paid for or reimbursed by the City as part of the manager’s total salary and compensation.

**5.4 Paid Time Off**

The City recognizes the importance of time away from work for personal lives, and believes managers should receive paid time off for certain holidays, vacations, personal time, and for when they are unable to come to work due to illness or injury. To this end, managers shall be granted time off under the following provisions.

5.4.1 Paid Legal Holidays Except as otherwise specified in 5.4.1(a) and (b), managers shall receive the following holidays off without loss of pay.

New Year’s Day	Independence Day	The day after Thanksgiving
Martin Luther King Jr. Birthday	Labor Day	Christmas Eve
President’s Day	Veteran’s Day	Christmas Day
Memorial Day	Thanksgiving Day	Two Floating Holidays

Floating holidays are to be taken as whole days (8 hours). One floating holiday will accrue on January 1 and one will accrue on July 1. Floating holidays must be used in the calendar year in which they accrue. Unused floating holidays will be lost each year and will not “roll” from one calendar year to the next and will be forfeited.

Except for floating holidays, if the holiday falls on a Saturday, the preceding Friday will be the paid day off unless that Friday is already a paid holiday, then the following Monday will be the paid day off. If the holiday falls on a Sunday, the following Monday will be the paid day off unless that Monday is already a paid holiday, then the previous Friday will be the paid day off.

If a manager chooses to or is required to work on a holiday, no additional compensation shall be granted.

5.4.1(a) Part-time managers covered under this plan shall receive legal holidays and floating holidays on a prorated basis.

5.4.1(b) Non-exempt full time police lieutenants shall receive 104 holiday bank hours in lieu of receiving the above holidays off. The holiday accrual bank shall be credited in a lump sum twice each year with 52 hours accruing on January 1 and 52 hours accruing on July 1. Holiday bank hours must be used within 12 calendar months of accrual or the hours will be forfeited. Holiday bank hours shall not accrue beyond 104 hours at any one time for any reason. If a manager’s holiday bank

hours are greater than 52 hours on January 1 or July 1, the number of hours added to the bank shall be such that the total is not more than 104 hours. No payment will be made for the loss of any hours due to failure to use them within the 12 calendar month limit. Whenever practicable, non-exempt, full time managers who accrue holiday bank hours under this provision are expected to use holiday bank hours on paid holiday dates as described in this section. The 104 hours of holiday bank is equivalent to the 11 paid holidays and 2 floating holidays provided to other full-time managers covered under this plan.

5.4.2 Paid Vacation The City encourages managers to take time off occasionally for vacations away from work. It is expected that managers will, at a minimum, take at least one week of vacation each year in a block of at least one full workweek. Executive Management Team members' notice of the intent to take vacation shall be submitted to the City Manager as far in advance as practicable, and shall be noted on the City's "Department Head Vacation Calendar." First and second tier managers shall submit notice of the intent to take vacation to the department head as far in advance as practicable. Vacation accrual for full time managers shall be as follows, except that the City Manager may, at his or her sole discretion and when circumstances warrant it, place a manager on the accrual chart at any level.

1 <sup>st</sup> through 4 <sup>th</sup> year of service	10 days (80 hours)
5 <sup>th</sup> through 9 <sup>th</sup> year of service	15 days (120 hours)
10 <sup>th</sup> through 14 <sup>th</sup> year of service	20 days (160 hours)
15 <sup>th</sup> year of service and beyond	25 days (200 hours)
On the anniversary of the 20 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 25 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 30 <sup>th</sup> year of service	a one-time award of 5 additional days (40 hrs)

The maximum vacation accrual for any manager at any time shall be 25 days (200 hours) per year. Vacation shall be allowed to accrue to a maximum of two times the annual accrual rate, but in no case shall accrual be more than 400 hours. Additional awards for longevity shall be counted in the maximum accrual.

Vacation will be paid out at the time of separation. Managers will be allowed to sell back unused vacation hours in accordance with current City policy.

Employees who are promoted from within City service into a management position under this management compensation plan shall have their years of service with the City count toward their vacation accrual in the manager position. One-time longevity awards shall only be awarded for current service milestones. For example, a 23-year employee who is promoted into a position covered by this Management Compensation Plan shall be eligible for the 25 year award at 25 years of service, but would not be awarded a 20 year award retroactively.

Part-time managers covered under this plan shall accrue vacation on a prorated basis.

5.4.3 Sick Leave Full-time managers shall accrue four hours of sick leave for each pay period worked. Sick leave shall be allowed to accrue without limit. Except as provided for in a current City policy or separation agreement, unused sick leave hours shall not be compensated at

separation, but will be reported to PERS. Part-time managers covered under this plan shall accrue paid sick leave on a prorated basis.

5.4.4 Management Leave It is recognized that full-time, exempt managers covered by this plan are compensated on a salary basis and do not receive additional compensation for meetings, travel and work outside of the “regular work week.” However, in recognition of the additional time commitments of exempt managers, each exempt manager shall receive 56 hours of Management Leave annually on July 1. Management leave must be used within one year of being received. Any management leave remaining on June 30 will be forfeited. Management leave accrual shall be prorated for new managers.

5.4.5 Record Keeping FLSA non-exempt employees are required to submit a timely timesheet, signed by their supervisor, that accurately reflects their hours worked and leaves taken during each pay period. Although exempt managers are not required to keep track of their hours worked for the purpose of pay, they are required to keep track of their use of accrued or banked leaves and submit a timely leave report, signed by their supervisor, that accurately reflects leaves used during each pay period.

## 5.5 Changes in Benefits upon Moving to a Management Position

Managers shall only receive benefits that are afforded to management employees under this management compensation plan or approved City personnel policy(s). At any given time, an employee shall only have accrued time “on the books” that other employees in the same employee group accrue.

When an employee changes from a bargaining unit position to a management position, all accrued compensatory time and, if applicable, holiday bank time shall be paid out at the previous hourly rate at the time of the change and in accordance with the applicable bargaining agreement or policy. An employee changing to a non-exempt management position shall be allowed to accrue comp time in lieu of overtime in accordance with the provisions of this plan, but shall enter the position with a zero balance of accrued comp time. An employee changing to a non-exempt Lieutenant position shall accrue holiday bank leave in accordance with the provisions of this plan, but shall not be allowed to exceed the holiday bank hours caps described in this plan.

## 5.6 Application of this Plan and City Policies

Managers are covered by and expected to follow all City policies. Where City policy and the Management Compensation Plan differ, the Management Compensation Plan shall be applied except that where the Management Compensation Plan is silent on a benefit that is provided for in a current City policy, the policy shall apply. An example might be the Sick Leave Donation Bank. The Management Compensation Plan does not specifically address the Sick Leave Donation Bank but City Policy states that employees are eligible except as otherwise provided for in a collective bargaining agreement or management compensation plan. Since the Management Compensation Plan does not preclude participation, the policy shall govern.

## Section 6. Comparable Market Defined

The cities selected for the market comparison shall be determined at the time any market survey is done based on criteria set forth in this document. The “comps” may vary from year to year as a city may meet the criteria one year but not the next, or a city that did not meet the criteria one year may meet it the next.

**6.1 Defining the Market** The criteria for market comparables will be:

- a. Oregon cities with a population of between 9,900 and 30,000, based on the most recent Portland State University population estimate (this criterion is based on current Central Point population of 19,700 as of July 1, 2021 and would be adjusted for population changes);
- b. Located within a metropolitan area of at least 100,000;
- c. Median housing prices within 25% of Central Point’s median housing prices at the time of the survey.
- d. If in any year an inordinately large or insufficient number of cities meet these criteria the median housing range may be reasonably adjusted up or down.

**6.2 Additional Considerations**

Additionally, to the extent practical, the total compensation package, including monetary compensation and monetary and non-monetary benefits such as PERS contributions, health insurance premium sharing and out of pocket expense, HRA contributions, and paid leaves, should be considered in determining the relative comparability of the cities meeting the market comparables criteria.

Within the cities that meet the above criteria, only those positions that are legitimately analogous will be compared. Criteria to determine the comparability of positions will include, but not necessarily be limited to, the following:

- a. Reporting structure (both up and down)
- b. Scope of position as set forth in the position description
- c. Department budget

The City will make every effort to obtain compensation information from comparable cities. However, it is understood that obtaining such information is dependent upon the cooperation of the surveyed cities. Where survey information is not provided, the City will attempt to gather the information from other sources in an effort to fairly determine appropriate salary ranges for City of Central Point management positions.



## Section 7. Conclusion

The goal of this management compensation plan is to fulfill the various functions for which it was created:

- To align management compensation for the City of Central Point with the mission and goals of the City.
- To incentivize exceptional performance of managers.
- To move toward meeting the wishes of the City Council and the needs of the managers, who have indicated a preference for a performance-based pay plan to that of an entitlement-based plan.
- To lay the foundation for incorporating pay for performance organization-wide.

The City of Central Point, although more than 125 years old, is in the growth phase of the organizational life cycle. We are refining policies and procedures and making changes where change is needed in order to move forward as an organization. The recent economic climate placed the City in a position of having to do more with less year after year. As the economy rebounds and begins to grow again, the efficiency and exceptional performance encouraged and rewarded by this Plan will continue to contribute to the City's prosperity.

**This compensation plan is NOT A CONTRACT or bargained agreement.  
This plan and the salary and benefits outlined herein may be changed  
at any time with approval of the City Council.**

# Appendix A

Salary Schedule for management positions effective January 1, 2022

Cost of Living Adjustment 5.4% for all positions except City Recorder; and  
 A market adjustment of 5.6% for all ET Band III positions; and  
 A market adjustment of 15.8% for Parks & Public Works Director

Band	Tier	Position	Minimum	Maximum
C	C1	Human Resources Assistant (non-exempt)	\$3,900	\$4,743
R	ET	City Recorder	\$5,616	\$7,541
I	T2	Parks & Public Works Supervisor	\$5,919	\$7,948
I	T2	Police Office Manager	\$5,919	\$7,948
I	T1	Finance Supervisor	\$5,919	\$7,948
I	T1	Parks and Recreation Manager	\$5,919	\$7,948
I	T1	Safety & Risk Manager	\$5,919	\$7,948
I	T1	Construction Services Supervisor	\$5,919	\$7,948
II	T1	Building Division Manager	\$7,102	\$9,188
II	T1	Parks & Public Works Operations Manager	\$7,102	\$9,188
II	T1	Principal Planner	\$7,102	\$9,188
III	ET	Director (Information Technology, Finance, Human Resources, Community Development, and Planning)	\$7,898	\$11,100
IV	ET	Director (Parks & Public Works)	\$9,518	\$12,121

Police Band	Tier	Position	Minimum	Maximum
PI	T2	Police Lieutenant (non-exempt)	\$7,102	\$9,188
PII	T1	Police Captain	\$7,499	\$10,540
PIII	ET	Police Chief	\$9,518	\$12,121

“T1” = Tier 1 Manager

“T2” = Tier 2 Manager

“ET” = Executive Management Team

“C1” = Confidential employee

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 at any time with approval of the City Council.**





**Classification Pay Plan Effective January 1, 2022 - June 30, 2022**

**Part A: General Service Bargaining Unit Positions (hourly) (monthly) Schedule Effective 1/1/22 - 6/30/22**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
122	<b>Grade 2-3</b> Utility Laborer*	<b>GS2-3</b>	17.04 2,954	N/A					
*Grandfathered employee shall remain at current salary until the monthly salary schedule increases to \$3,118.									
100	<b>Grade 2-3</b> Office Assistant	<b>GS2-3</b>	17.04 2,954	17.89 3,101	18.78 3,256	19.72 3,419	20.71 3,590	21.75 3,770	22.84 3,959
101	<b>Grade 4</b> Account Clerk: Finance/Public Works	<b>GS4</b>	18.59 3,223	19.52 3,384	20.50 3,554	21.53 3,732	22.61 3,920	23.74 4,115	24.93 4,322
102	Community Development Specialist								
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
106	<b>Grade 5</b> Assistant Engineering Technician	<b>GS5</b>	20.89 3,621	21.93 3,802	23.03 3,992	24.18 4,192	25.39 4,401	26.66 4,622	27.99 4,852
107	Customer Service Technician								
108	Equipment Maintenance/Fab. Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
112	<b>Grade 6</b> Acctg/Business Services Coordinator	<b>GS6</b>	23.14 4,011	24.30 4,212	25.52 4,424	26.80 4,646	28.14 4,878	29.55 5,122	31.03 5,379
113	Utility Maintenance Lead								
114	Recreation Coordinator: Special Events/Mktg								
123	Stormwater/Erosion Control Tech								
125	Arborist								
126	Engineering Tech I								
115	<b>Grade 7</b> Community Planner I	<b>GS7</b>	25.51 4,422	26.79 4,644	28.13 4,876	29.54 5,121	31.02 5,377	32.57 5,646	34.20 5,928
116	Foreman: Streets, Water								
117	Park Planner								
124	Facility Management Coordinator								
118	<b>Grade 8</b> Community Planner II	<b>GS8</b>	28.54 4,947	29.97 5,195	31.47 5,455	33.04 5,727	34.69 6,013	36.42 6,313	38.24 6,629
119	Construction Management Coordinator								
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
	<b>Grade 9</b> Vacant	<b>GS9</b>	31.68 5,492	33.26 5,766	34.92 6,053	36.67 6,357	38.50 6,674	40.43 7,008	42.45 7,358

Attachment: 2022-1 Proposed Pay Plan 121621 (1486 : Revised Management Compensation Plan and Classification Pay Plan)

**Part B: Police Bargaining Unit Positions Schedule Effective 7/1/21 - 6/30/22**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	3,612	3,793	3,983	4,182	4,391	4,611
201	Community Services Officer	P117	3,833	4,025	4,226	4,437	4,659	4,892
202	Police Officer	P145	4,913	5,159	5,417	5,688	5,972	6,271
203	Corporal	P150	5,434	5,706	5,991	6,291	6,606	6,936



Part C: Non-Bargaining Unit, Management Positions Schedule effective 1/1/22

Position#	Classification Title	Grade	Monthly		
			Minimum		Maximum
002	Human Resources Assistant (non-exempt)	C	3,900	-	4,743
501	City Recorder	R	5,616	-	7,541
500	Finance Supervisor	I	5,919	-	7,948
502	Parks & Recreation Manager	I	5,919	-	7,948
503	Parks & Public Works Supervisor	I	5,919	-	7,948
507	Police Office Manager	I	5,919	-	7,948
517	Safety & Risk Manager	I	5,919	-	7,948
518	Construction Services Supervisor	I	5,919	-	7,948
504	Parks & Public Works Operations Mgr	II	7,102	-	9,188
505	Building Division Manager	II	7,102	-	9,188
506	Principal Planner	II	7,102	-	9,188
511-514	Department Director (CD-PLAN, FIN, HR, IT)	III	7,898	-	11,100
515	Parks & Public Works Director	IV	9,518	-	12,121
508	Police Lieutenant (non-exempt)	P-I	7,102	-	9,188
509	Police Captain	P-II	7,499	-	10,540
510	Police Chief	P-III	9,518	-	12,121

Attachment: 2022-1 Proposed Pay Plan 121621 (1486 : Revised Management Compensation Plan and Classification Pay Plan)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** City Attorney

**FROM:** Sydnee Dreyer, City Attorney

**MEETING DATE:** December 16, 2021

**SUBJECT:** Resolution No. \_\_\_\_\_, Granting an Electric Utility Franchise and General Utility Easement to Pacificorp

**ACTION REQUIRED:** Motion Resolution **RECOMMENDATION:** Approval

#### BACKGROUND INFORMATION:

The City and PacifiCorp (dba Pacific Power) are parties to an Electric Utility Franchise Agreement which expired December 7, 2021. The City and PacifiCorp have been negotiating a new franchise agreement, which contains a number of revised terms from the prior franchise agreement. Of particular note:

- 1) The franchise fee increases from 6% of gross revenues to 7% of gross revenues; and
- 2) Language has been added to clarify when a project is a private development versus a City project to better determine responsibility for costs of relocating utilities in the event of conflict.

#### FINANCIAL ANALYSIS:

In fiscal year 20-21, the City of Central Point collected \$537,955 in Pacific Power franchise fees. The newly negotiated franchise agreement includes a franchise rate increase from 6% to 7% of Pacific Power gross revenue collected within City of Central Point boundaries. As of 2021, the majority of Oregon municipalities served by Pacific Power are collecting a 7% franchise fee.

Based on FY 20-21 franchise collection amounts, moving the franchise rate to 7% will produce an increase of \$90,000.

#### LEGAL ANALYSIS:

The city attorney has reviewed the proposed agreement and has no objection.

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan

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Strategic Priority – Responsible Governance

Goal 1 - Maintain a strong financial position that balances the need for adequate service levels and capital requirements against the affordability that is desired by our citizens.

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**STAFF RECOMMENDATION:**

Make a motion to approve the resolution.

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**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_, a Resolution granting an electric utility franchise and general utility easement to PacifiCorp.

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**ATTACHMENTS:**

1. Reso Approving Franchise Agreement PacifiCorp City of Central Point 2021

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

**A RESOLUTION GRANTING AN ELECTRIC UTILITY FRANCHISE  
AND GENERAL UTILITY EASEMENT  
TO  
PACIFICORP**

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**WHEREAS**, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Central Point, Oregon, (the “City”) and other surrounding areas.

**WHEREAS**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

**WHEREAS**, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

**The City of Central Point resolves as follows:**

**SECTION 1. Grant of Franchise and General Utility Easement.** The City hereby grants to PacifiCorp, subject to the terms and conditions of this Ordinance, the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**SECTION 2. Term.** The term of this Franchise and General Utility Easement is for ten years (10) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Acceptance by PacifiCorp.** Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residents or properties; provided, however, that such use shall not unreasonably interfere with PacifiCorp’s Electric Facilities or PacifiCorp’s rights granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City, its elected officials, employees, and agents harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 7. Annexation.**

**7.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**7.2 Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center  
P.O. Box 400  
Portland, Oregon 97202-0400

With a copy to:  
PacifiCorp

Attn: Office of the General Counsel  
 825 N.E. Multnomah, Suite 2000  
 Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

**SECTION 8. Planning, Design, Construction and Installation of Company Facilities.**

**8.1** All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**8.2** Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

**8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**8.4** If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

**8.5** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability, nor shall it incur, directly or

indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

**8.7** PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion. In addition to the requirements of Section 8.2, PacifiCorp shall exercise its best effort in providing advance notice to other persons or utilities using such public right-of-way, property or place in the City before commencing such excavation, and PacifiCorp shall take reasonable precautions in the performance of such work to minimize interruption of traffic flow, damage to property or creation of a hazardous condition.

**8.8** Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp. Upon request, within two full business days (as defined in the Oregon Administrative Rules (OARs)), or such other period as provided under OAR 952-001-0070, after the City notifies the Oregon Utility Notification Center of a proposed excavation, PacifiCorp shall furnish field marking to the City or its contractor which will indicate the reasonably accurate location of all its facilities in the area involved in the proposed excavation or other work consistent with its obligations under the OARs.

**8.9** No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

**8.10** PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

## **SECTION 9. Relocation of Electric Facilities.**

**9.1** The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a



relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to PacifiCorp all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. A relocation shall not be deemed a condition of private development or for the convenience of a customer where the work is controlled by the City (e.g., performed by City or under a contract with the City) and at least 80% of the cost of the work is paid for using City funds. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of development or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power  
Attn: Estimating Department  
Local Address 925 S Grape Street  
Local Address Medford, Oregon 97501

**SECTION 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp’s Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 12. Compensation.**

**12.1** In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City, including any new territory annexed into the City in accordance with ORS 222.005. The term “gross revenue” as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. With each remittance of the franchise fee, the Company shall furnish a report to the City showing the amount of the gross revenues within the City during that period. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

**12.2** The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp with respect to PacifiCorp’s electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder. This provision does not exempt the property of PacifiCorp from lawful ad valorem taxes, local improvement district assessments, or conditions, exactions, fees and charges that are generally applicable during PacifiCorp’s real property development or use as required by City ordinances. Any pavement moratorium fees shall be paid separately and not offset or otherwise be credited to franchise fees.

**12.3** PacifiCorp shall pay the franchise fees required by this Section 12 monthly. The franchise fees shall be computed based upon the gross revenue from PacifiCorp’s operations within the corporate limits of the City accruing during the previous calendar month for which the payment is provided.

**12.4** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this franchise occurring prior to the acceptance, nor shall it preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City. If controversy arises as to the calculation of the amount of payment, an independent auditor will be chosen who is mutually acceptable to both the City and Pacificorp to determine the correct amount. The expense of the auditor will be borne by the City; provided that if the independent auditor finds that an underpayment of more than 5% occurred, PacifiCorp shall reimburse the City for the reasonable costs of work performed by the auditor.

**12.5** Subject to confidentiality requirements and other reasonable access conditions, PacifiCorp shall make account information and records of electric service sold within the corporate limits of the City or other records necessary to conduct a thorough audit available to the City and/or its independent auditor, if any, engaged by the City to determine the accuracy of franchise fee payments upon written request by City.

**SECTION 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

**SECTION 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

**SECTION 17. Non-Contestability--Breach of Contract.**

**17.1** Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**17.2** In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of

contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 20. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**SECTION 21. Effective Immediately.** This Resolution is effective immediately upon its passage.

**PASSED by the City Council and signed by me in authentication of its passage this**  
**\_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**MAYOR**

\_\_\_\_\_  
**Hank Williams**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**



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cies and build for the future.

STRATEGY 4 – Plan, design, and construct new public safety facilities (Police Station and East Side Substation) to meet the evolving needs of the community.

STRATEGY 5 – Continually invest in technology infrastructure that maximizes our efficiency and productivity.

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**STAFF RECOMMENDATION:**

Approve resolution as presented.

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**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_ a resolution amending Resolution No. 1657.

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**ATTACHMENTS:**

1. Resolution-Amendment - Central Point FFC Financing Agmt 2021

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

**RESOLUTION AMENDING RESOLUTION NO. 1657 AUTHORIZING A FULL FAITH AND CREDIT BORROWING FINANCING AGREEMENT**

**WHEREAS**, the City Council of Central Point, Oregon finds and recites the following:

- A. The City of Central Point (the “City”) is authorized by Oregon Revised Statutes Section 271.390 to enter into financing agreements to finance real or personal property which the City Council (the “Council”) determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed; and
- B. The City adopted Resolution 1657, dated March 11, 2021, wherein the City authorized a full faith and credit borrowing to provide for a new public works corporation yard (the “Project”); and
- C. The amount needed for the Project has increased since adoption of Resolution 1657 and additional funds will be needed to complete the Project.

**NOW, THEREFORE**, the City of Central Point resolves that Resolution 1657 should be amended as follows (changes underlined):

**Section 1. Financing Agreement Authorized.** The City is hereby authorized to enter into a financing agreement (the “Financing Agreement”) pursuant to ORS 271.390 in a principal amount that is sufficient to provide up to \$6,551,300 to finance the Project, plus additional amounts estimated to be sufficient to pay costs associated with the Financing Agreement. Proceeds of the Financing Agreement shall be used to pay costs of the Project and costs associated with the Financing Agreement. The Financing Agreement may be in the form of a financing agreement, line of credit, credit facility or other structure and may convert from a line of credit structure to an amortizing loan.

**Section 2. Delegation.**

H. Amend the Financing Agreement as the City Official deems beneficial for the City and execute documents and take all actions to accomplish the amendment. The term Financing Agreement in this Resolution shall include such amendments.

This Resolution is effective immediately upon adoption.



**PASSED** by the Council and signed by me in authentication of its passage this 16th day of December, 2021.

\_\_\_\_\_  
Hank Williams, Mayor

**Attest:**

\_\_\_\_\_  
Deanna Casey, City Recorder

Attachment: Resolution-Amendment - Central Point FFC Financing Agmt 2021 (1492 : Resolution Amendment Full Faith & Credit Financing



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Community Development
<b>FROM:</b>	Stephanie Holtey, Planning Director		
<b>MEETING DATE:</b>	December 16, 2021		
<b>SUBJECT:</b>	Planning Commission Report		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

#### **BACKGROUND INFORMATION:**

The Planning Commission met at its regular meeting on December 6, 2021. There were two discussion items on the agenda including: 1) Bear Creek Greenway Fire Areas Master Plan and 2) Mobile Food Business Code Amendments.

#### **BEAR CREEK GREENWAY FIRE AREA MASTER PLAN:**

Parks Planner, Dave Jacob provided an information presentation of the conceptual master plan to reduce fire hazards and increase active and passive recreation amenities along the Central Point portion of the Bear Creek Greenway. The presentation provided an overview of the fire situation that occurred in September 2020 and associated damages followed by a description of the concept plan. The plan provides recreation elements that are desired by the community, such as a dog park, pump track and disc golf course. Natural area restoration and wildlife viewing are also proposed as part of this concept. Project financing and timing were presented. The next step is to move from concept to a formal master plan based on thorough analysis of the site, amenity suitability and community involvement.

The Planning Commission expressed concern about the pump track being a location that is not appropriate for smaller kids similar to the existing skate park in town. It was suggested it be located closer to the parking area for family members to observe. Also there is general concern about illicit activity, especially the part of the park on the east side of Bear creek. For that reason, the Planning Commission expressed that the bridge connection shown on the plan is important. Dave stated that bridge construction is expensive and challenging due to environmental permitting requirements so it remains to be seen if it will stay in the final master plan. It was noted that, due to cost, it could be provided in a later phase of the park development. At the conclusion of the discussion, Dave provided information about the project webpage and offered to provide future updates as the master planning gets underway.

#### **MOBILE FOOD BUSINESS CODE AMENDMENTS:**

Staff presented the latest revisions to draft code amendments addressing mobile food businesses, including mobile food vendors, mobile food pods, mobile food courts and specialty

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mobile food vendors. The proposed code amendments aim to expand opportunity for mobile food businesses in appropriate locations and provide siting and operation standards that minimize impacts on surrounding development, traffic, parking, and the community's brick and mortar restaurants.

Mobile food vendors and mobile food pods are trucks, trailers or vans that are placed at a location during hours of operation and then removed at the end of the day. There was discussion about the current method of permitting, which limits placement at a location for up to 6 months. The Planning Commission thought it made more sense to allow timing to align with the annual business license approval. If a mobile food vendors changes locations it was noted that there is an existing process for business license address changes. The Planning also asked if a mobile food vendor could obtain a business license for more than one location and not have to return to the City to update authorization to operate. The resulting discussion centered around how permitting could be streamlined to be more business friendly.

Mobile food courts are permanent brick and mortar developments that provide 4 to 12 mobile food truck or trailer parking and site amenities for on-site dining. This type of mobile food business is successful in other communities. Mobile food courts in Central Point are proposed to be a conditional use. This would allow the Planning Commission to consider unique features of proposed mobile food courts and impose mitigating conditions as needed.

Specialty food vendors are truly mobile and operate within the right-of-way. Examples include ice cream trucks and mobile farm stands or produce trucks. The Planning Commission discussed the hours of operation and proposed that this type of vendor cease operations by 8:00 p.m. because they often operate in residential neighborhoods and, if they use music to advertise their presence, can disrupt family life.

At the conclusion of the discussion, the Planning Commission directed staff to schedule a public hearing to consider the code amendments with some minor changes.

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#### **DEVELOPMENT UPDATE:**

There was nothing to report during the development update due to lack of development inquiries and applications.

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#### **PLANNING COMMISSION REPORTS:**

The Planning Commissioners had the opportunity to report on any observations, questions, etc. One Planning Commissioner reported on interest in promoting economic development for local, independently owned businesses. Based on conversations with a business owner, it was reported that tenant improvements can be costly and it would be nice to see developers overbuild speculative spaces. Lease terms were also mentioned. These items are outside the scope of the City's zoning authority but the City does have active economic development goals and programs.

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## City of Central Point Staff Report to Council

### ISSUE SUMMARY

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director		
<b>MEETING DATE:</b>	December 16, 2021		
<b>SUBJECT:</b>	Hazel Street Stop Sign Discussion		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Approval

**BACKGROUND INFORMATION:** The City was approached by residents and our staff to re-visit Hazel Street and its lack of two and four-way traffic control (stop signs) following the traffic accident that occurred this past fall.

Public Works Staff installed traffic volume and speed analysis cameras at all the intersections along Hazel, except for 8<sup>th</sup> as one of our cameras didn't record the data correctly. We also did not study N. 9<sup>th</sup> Street as it is one block from an existing two-way stop located at N. 10<sup>th</sup> and Hazel Streets.

The installation of a new stop sign is historically based on the Manual for Uniform Traffic Control Devices (MUTCD) and the Oregon Department of Transportation Traffic Control Manual. However, the State of Oregon recently decided all local traffic control issues would be addressed according to the MUTCD. Our specific study looked at volume, the configuration of the intersections, speed, geographic issues, and accident history.

The overall study resulted in two intersections that meet at least one of the MUTCD guidelines. These are North 5<sup>th</sup> Street and North 7<sup>th</sup> Street, and both are currently two-way stops on the North and South Sides. After conferring with our contract Traffic Engineer, City Staff concurs that a four-way stop at each intersection can be installed, per City Council direction. N. 7<sup>th</sup> Street has enough volume and speeding to justify a four-way stop (top speeds exceeded 40 MPH at this intersection consistently on the weekends). N. 5<sup>th</sup> Street has some volume, but the geographic nature of the street as the slope drops east to west justifies a newly created stop.

**FINANCIAL ANALYSIS:** The cost of the stop signs is less than 200 dollars and is paid for by infrastructure maintenance from the Street Fund.

**LEGAL ANALYSIS:** N/A

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems

1. STRATEGY 1 – Continually update infrastructure plans
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**STAFF RECOMMENDATION:** Recommend approval of installing a four-way stop at the intersections of N. 5<sup>th</sup> and N. 7<sup>th</sup> at Hazel Street.

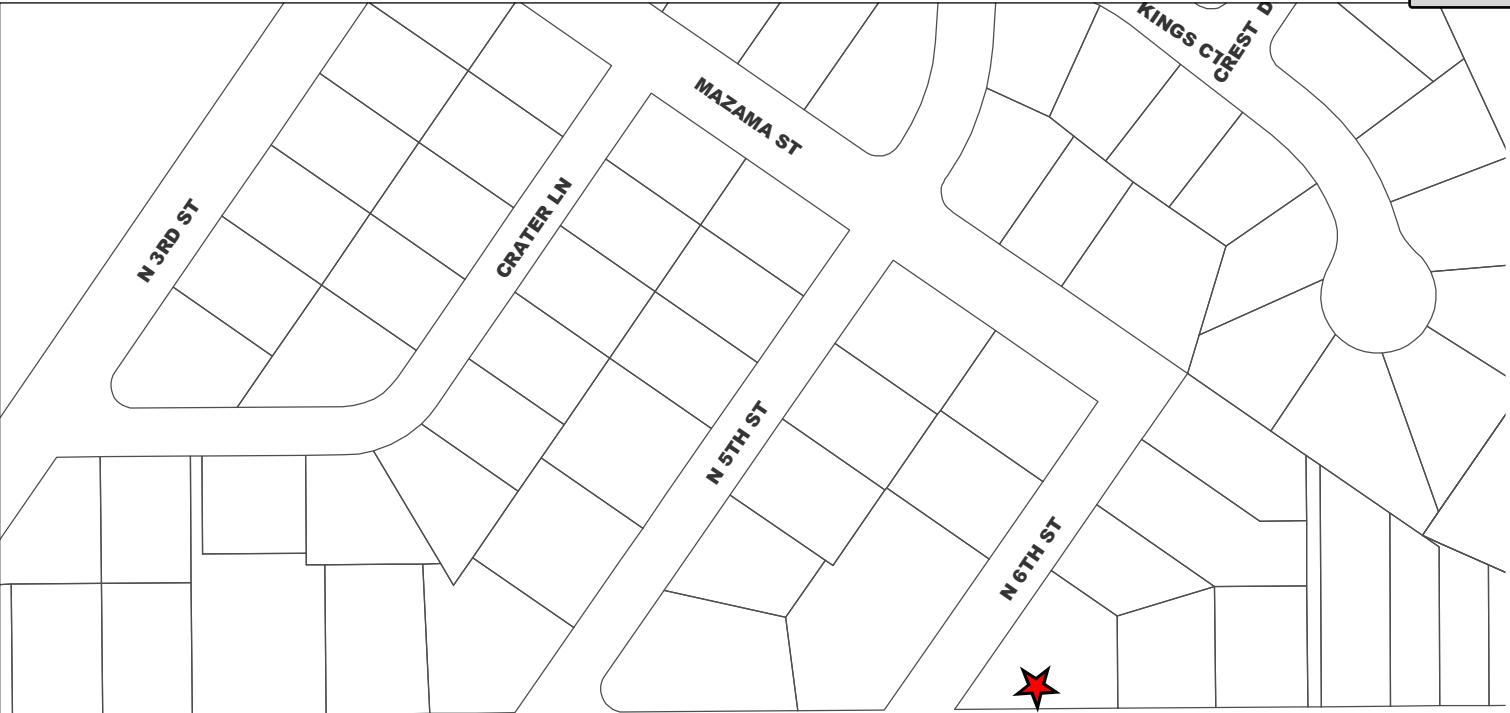
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**RECOMMENDED MOTION:** Move to approve installation of a four-way stop at the intersections of N. 5<sup>th</sup> and N. 7<sup>th</sup> at Hazel Street.

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**ATTACHMENTS:**

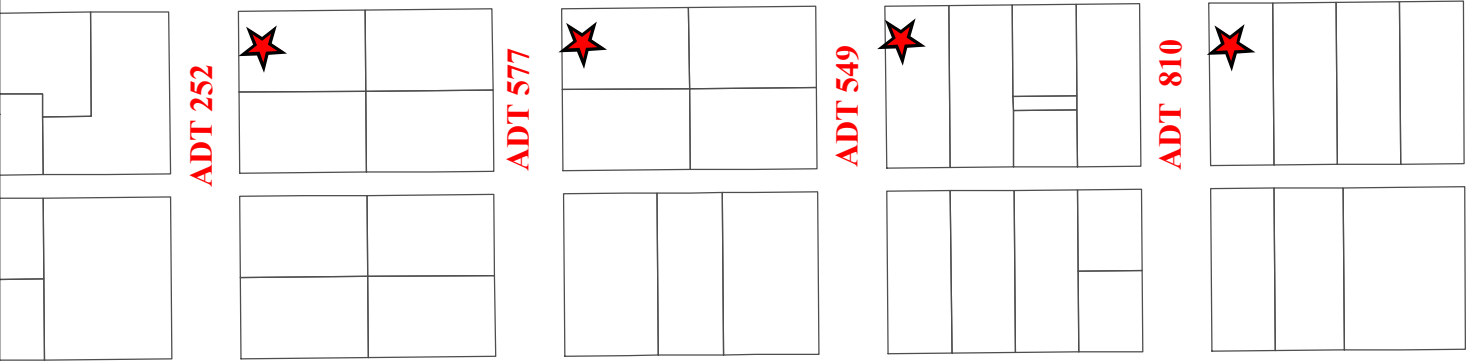
1. Hazel Traffic



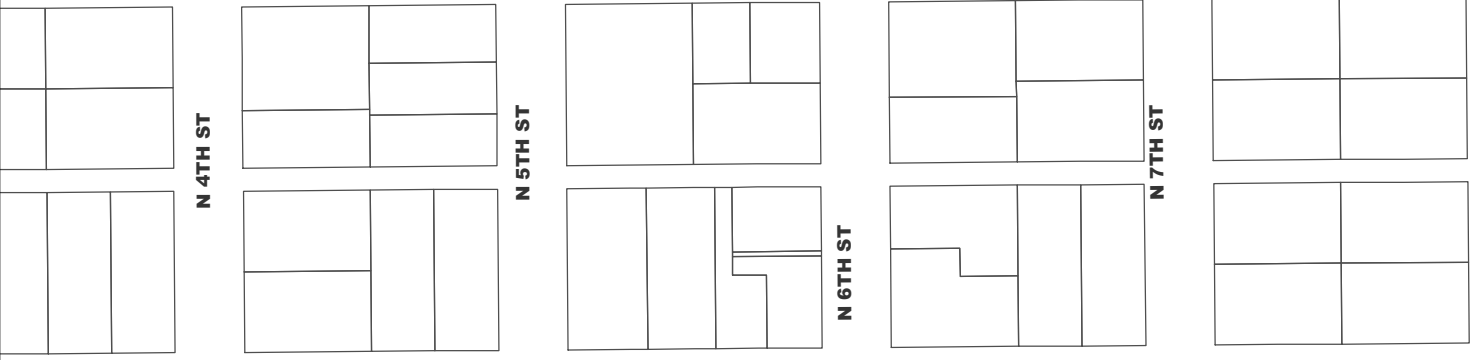
**ADT = Average Daily Traffic**

**ADT 779**

**HAZEL ST**



**CHERRY ST**



**Attachment: Hazel Traffic (1488 : Hazel Street Stop Sign Discussion)**

