

**Central Point
City Hall
541-664-3321**

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez
Allen Broderick

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Steven Weber,
Director

Human Resources
Elizabeth Simas,
Director

**Parks and Public
Works**
Matt Samitore,
Director
Jennifer Boardman,
Manager

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
February 23, 2017**

Next Res. 1488
Next Ord. 2033

I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.*

V. CONSENT AGENDA

- | | |
|------------|--|
| Page 2 - 6 | A. Approval of February 9, 2017 City Council Minutes |
| 7- 14 | B. Acceptance of Quarterly Financial Report |
| 15 | C. Re-appointment of Budget Committee Member |

VI. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

- | | |
|----------|--|
| 17 - 42 | A. Resolution No. _____, A Resolution Authorizing the City to Enter into a First Amendment to that Intergovernmental Agreement with Jackson County Regarding Greenway Maintenance (Samitore) |
| 44 - 77 | B. Ordinance No. _____, Amending Central Point Municipal Code Chapter 17 Zoning Section 17.05 Adding 17.05.550 Making Changes to the Appeal Procedure for Type II and Type III Land Use Decisions (Humphrey) |
| 79 - 91 | C. Resolution No. _____, A Resolution of the City of Central Point, Oregon Authorizing Financing of Projects and Refinancing of Existing Borrowing (Weber) |
| 93 - 123 | D. Resolution No. _____, Adopting the Revised Management Compensation Plan (Clayton) |

- 125 - 127 E. Resolution No. _____, Revising the Classification Pay Plan (Clayton)
- 129 - 132 F. Resolution No. _____, Increasing the Transportation Utility Fee in Regards to the Americans with Disabilities Act (ADA) Compliance (Samitore)
- 134 - 152 G. Resolution No. _____, Authorizing the City to Enter into an Agreement for Distribution of Assets of Southern Oregon High Tech Crimes Task Force Unit (Clayton/Dreyer)

X. MAYOR'S REPORT

XI. CITY MANAGER'S REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

The City Council may 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 at: 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

Consent Agenda

**CITY OF CENTRAL POINT
City Council Meeting Minutes
February 9, 2017**

I. REGULAR MEETING CALLED TO ORDER

Mayor Williams called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL: Mayor: Hank Williams
Council Members: Bruce Dingler, Tanea Browning, Rob Hernandez, and Mike Quilty were present. Allen Broderick and Brandon Thueson were excused.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; Finance Director Steve Weber, Police Captain David Croft, Parks & Recreation Manager Jennifer Boardman, and Accountant Debbie Dunlap were also present.

IV. PUBLIC APPEARANCES - None

V. CONSENT AGENDA

- A. Approval of January 26, 2017 City Council Minutes
- B. Approval of Arbor Day Proclamation

Mike Quilty moved to approve the Consent Agenda as presented. Tanea Browning seconded. Roll call: Bruce Dingler, yes; Rob Hernandez, yes; Mike Quilty, yes; Tanea Browning, yes; and Hank Williams, yes. Motion approved.

VI. ITEMS REMOVED FROM CONSENT AGENDA - None

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

A. Public Hearing/First Reading – An Ordinance Amending the Central Point Municipal Code Chapter 17.05, Applications and Development Permit Review Procedures, adding Section 17.05.550 Appeal Procedure for Type all and Type III Decisions

Community Development Director Tom Humphrey explained this is the first reading of an ordinance to amend the Central Point Municipal Code Chapter 17.05. The purpose of this chapter is to establish standard decision making that enable the city, the applicant and the public to review development permit applications and participate in the local decision making process. Mr. Humphrey explained Type II procedures

apply to administrative decisions. The decisions are made by the community development director or designee with public notice and an opportunity for a public hearing if appealed. Type II decisions are appealed to the Planning Commission and are the final decision of the city.

Mr. Humphrey went on to explain Type III procedures. These decisions are based on special studies or other information which serve as the factual basis to support the decision. When made by the Planning Commission they may be appealed to the City Council.

City Manager Chris Clayton presented the city procedure for appealing. No conflicts of interest were declared.

Mayor Williams opened the public hearing. No one came forward and the public hearing was closed.

Rob Hernandez moved to approve proceeding to second reading of An Ordinance Amending the Central Point Municipal Code Chapter 17.05, Applications and Development Permit Review Procedures, adding Section 17.05.550 Appeal Procedure for Type all and Type III Decisions. Tanea Browning seconded. Roll call: Mayor Williams, yes; Bruce Dinger, yes; Rob Hernandez, yes; Mike Quilty, yes; Tanea Browning, yes. Motion approved.

B. Resolution No. 1487, Authorizing the City to Enter into a Second Amendment to that Intergovernmental Agreement with Jackson County Regarding the Jackson County Justice Court

City Attorney Sydnee Dreyer presented the proposal for a second amendment to the intergovernmental agreement with the Jackson County Justice Court. The proposed amendment will provide the City to seek foreclosure against judgements issued under City charter or code, to provide for reimbursement to the City in any such foreclosure action and provide the City to be named as the plaintiff in all actions arising under the charter or ordinances of the City.

Mike Quilty moved to approve Resolution No. 1487, Authorizing the City to Enter into a Second Amendment to that Intergovernmental Agreement with Jackson County Regarding the Jackson County Justice Court. Bruce Dinger seconded. Roll Call: Rob Hernandez, yes; Mike Quilty, yes; Tanea Browning, yes; Bruce Dinger, yes; Mayor Williams, yes. Motion approved.

VIII. BUSINESS

A. Budget Committee Member Appointments

City Manager Chris Clayton explained there are currently two vacant positions on the budget committee. The city has received applications from Lori Garfield and Jim Mock to fill those positions.

Mike Quilty moved to appoint Lori Garfield and Jim Mock to the Budget Committee with terms expiring December 31, 2019. Bruce Dingler seconded. Roll call: Mike Quilty, yes; Tanea Browning, yes; Mayor Williams, yes; Bruce Dingler, yes; Rob Hernandez, yes. Motion approved.

B. Planning Commission Report

Community Planning Director Tom Humphrey presented the Planning Commission Report. He talked about the design for the Crossing. He also mentioned Planning Manager Don Burt introduced an amendment to the housing element. Mr. Burt is currently evaluating housing densities and will present his findings more formally at a future study session. Mr. Humphrey briefly touched on the Costco appeal procedure and the court's time to respond.

C. Discussion of 2017 Parks and Recreation Master Plan

Parks & Recreation Manager Jennifer Boardman introduced Steve Duh who presented the Parks & Recreation Master Plan. This master plan is a strategic plan covering the next 10 years. It contains a comprehensive analysis on all sites. It is a communication tool with challenges and how the city plans to address them and contains aspects the community said it wants.

Mike Quilty moved to bring back the Parks and Recreation Master Plan as an Ordinance. Tanea Browning seconded. Roll call: Mike Quilty, yes; Tanea Browning, yes; Mayor Williams, yes; Bruce Dingler, yes; Rob Hernandez, yes. Motion approved.

IX. MAYOR'S REPORT

Mayor Williams reported that he attended a Medford Water Commission meeting.

X. CITY MANAGER'S REPORT

- City Manager Chris Clayton reported that:
- Citizen survey is being prepared.
- Bruce Dingler will replace Rick Samuelson on the ADHOC committee.
- Staff plans to bring a strong aggressive budget forward for consideration.
- Council training is being offered – Contact Elizabeth if you are interested.
- Costco construction is scheduled to begin late spring to early summer.
- School District is seeking contributions for a new field.

XI. COUNCIL REPORTS

Council Member Mike Quilty reported that:

- He did not attend any scheduled meetings, however, will be meeting with the RVCOC Transportation Director on February 10th.
- February 21st will be traveling to Salem for the CEMAC meeting.

Council Member Rob Hernandez reported that he will be attending Rookie Training on February 16th.

Council Member Bruce Dingler had no report.

Council Member Tanea Browning reported that:

- Attended the community input meeting regarding the new multi-family dwelling development in the Twin Creeks area. There will be a local family running the management of the facility.
- Pulse Point Roll out for FD3 has commenced.
- She is working on the finishing touches for the Chamber banquet. It will be a super fun time.
- The Multicultural Committee has a participation issue. She has fund over the last year that while the goal of the committee is important and the members believe in the goals, their lack of commitment required to sustain a vibrant and effective committee is an issue. She believes the city resources may be better used elsewhere, even if only temporarily. It is recommended that the committee be disband until there is a demonstrated need for Central Point.

XII. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

- The community center in the proposed Master Plan is a Cadillac and will be relooking at a more affordable design.
- The city acquired the property on Table Rock Road-ODOT will remove the asbestos.

Police Chief Kris Allison reported that:

- Three officers apprehended robbery suspects and recovered \$2,000 - \$4,000 worth of stolen property.
- Attended Pulse Point with Fire Dist. 3.
- Working with a committee member to organize a neighbors helping neighbors program.

Finance Director Steve Weber reported that:

- The first proposal for refinancing the East Pine project has been received
- Water reservoir proposal will be brought to council at the next meeting

Community Development Director Tom Humphrey reported that:

- Plans to build 150 apartments at Twin Creeks are moving forward.
- White Hawk is starting to revise with another 150 apartments.
- An inspection by Fire District No. 3 has found structural problems with the Colley Building. We are researching ways for the occupants to remain in business during the renovations.

XIII. EXECUTIVE SESSION - None

XIV. ADJOURNMENT

Mike Quilty moved to adjourn, Tanea Browning seconded, all said "aye" and the Council Meeting was adjourned at 8:10 p.m.

The foregoing minutes of the February 9, 2017, Council meeting were approved by the City Council at its meeting of February 23, 2017.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder



To: Honorable Mayor and Council
From: Steve Weber, Finance Director
Date: February 15, 2017
Subject: December 31, 2016 Financial Statements

Background:

Attached are the City's financial statements for the period ending December 31, 2016 which represents 18 months of the biennium.

Revenues – continue to come in as expected for the period.

In the General Fund, I will mention that as of December 31st we have received 91.6% of budgeted property taxes and 86.4% of levied taxes which is comparable to the prior year. It is most likely that we will received 100% of budgeted property taxes after the May tax collection period.

The Building Fund has already exceeded overall budgeted revenues to this point in the biennium.

Street, Water and Stormwater Fund revenues are in line with this point in the biennium with the exception of Charges for Services in the Street Fund. This category reflects the delay of the Costco project.

Expenses – operational expenses (pg. 7) across all funds continue to trend well within budgeted appropriations; overall at 64.88%.

Overall, the City is in a very good financial position.

Recommended Action:

That the Mayor and Council accept the December 31, 2016 financial statements as presented.

City of Central Point
Council Financial Statements
For period ending December 31, 2016

% of biennial budget 75.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
General Fund				
Revenues				
Taxes	\$13,163,000	\$11,859,134	\$1,303,866	90.09%
Licenses & Fees	120,550	\$127,278	-\$6,728	105.58%
Intergovernmental	1,185,990	\$787,216	\$398,774	66.38%
Charges for Service	2,320,700	\$1,820,909	\$499,791	78.46%
Fines and Forfeitures	180,000	\$99,942	\$80,058	55.52%
Interest Income	35,000	\$54,672	-\$19,672	156.21%
Miscellaneous	589,395	\$372,071	\$217,324	63.13%
Transfers In	20,000	\$20,000	\$0	100.00%
Total Revenues	17,614,635	15,141,221	2,473,414	85.96%
Expenditures by Department				
Administration	1,518,200	1,039,431	478,769	68.46%
City Enhancement	408,000	208,492	199,508	51.10%
Technical Services	1,134,050	828,245	305,805	73.03%
Mayor & Council	123,100	78,622	44,478	63.87%
Finance	1,617,300	1,136,623	480,677	70.28%
Parks	2,037,065	1,381,364	655,701	67.81%
Recreation	1,109,350	635,641	473,709	57.30%
Planning	1,126,150	709,832	416,318	63.03%
Police	8,786,750	6,028,005	2,758,745	68.60%
Interdepartmental	265,000	259,007	5,993	97.74%
Transfers Out	212,850	106,250	106,600	49.92%
Contingency	180,000	0	180,000	0.00%
Total Expenditures by Department	18,517,815	12,411,511	6,106,304	67.02%
Net Change in Fund Balance		2,729,710		
Beginning Fund Balance	2,526,250	2,841,749	315,499	
Ending Fund Balance	<u>1,623,070</u>	<u>5,571,459</u>	<u>3,948,389</u>	

City of Central Point
Council Financial Statements
For period ending December 31, 2016

% of biennial budget 75.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
High Tech Crime Unit Fund				
Revenues				
Intergovernmental Revenue	\$0	\$0	\$0	0.00%
Charges for Services	0	0	0	0.00%
Miscellaneous	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
Total Revenues	0	0	0	0.00%
Expenditures				
Operations	108,525	0	0	0.00%
Transfers	20,000	20,000	0	100.00%
Contingency	0	0	0	0.00%
Total Expenditures	128,525	20,000	0	15.56%
Net Change in Fund Balance		(20,000)		
Beginning Fund Balance	128,525	126,600	(1,925)	
Ending Fund Balance	0	106,600	106,600	

City of Central Point
Council Financial Statements
For period ending December 31, 2016

% of biennial budget 75.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Street Fund				
Revenues				
Franchise Tax	\$485,000	\$360,000	\$125,000	74.23%
Charges for Services	2,304,000	\$1,039,240	1,264,760	45.11%
Intergovernmental Revenue	1,996,800	\$1,575,965	420,835	78.92%
Interest Income	16,000	\$18,464	-2,464	115.40%
Miscellaneous	385,000	\$160,986	224,014	41.81%
Transfers In	0	\$0	0	0.00%
Total Revenues	5,186,800	3,154,655	2,032,145	60.82%
Expenditures				
Operations	4,219,309	2,764,549	1,454,760	65.52%
SDC	1,224,800	169,286	1,055,514	13.82%
Transfers	64,700	32,000	32,700	49.46%
Contingency	157,000	0	157,000	0.00%
Total Expenditures	5,665,809	2,965,835	2,699,974	52.35%
Net Change in Fund Balance		188,820		
Beginning Fund Balance	1,983,860	1,949,927	-33,933	
Ending Fund Balance	<u>1,504,851</u>	<u>2,138,747</u>	<u>633,896</u>	
Capital Improvement Fund				
Revenues				
Intergovernmental	\$60,000	\$0	\$60,000	0.00%
Charges for Services	258,400	\$213,297	45,103	82.55%
Interest Income	1,400	\$2,836	-1,436	202.56%
Total Revenues	319,800	216,132	103,668	67.58%
Expenditures				
Parks Projects	80,000	0	80,000	0.00%
Parks Projects - SDC	55,000	0	55,000	0.00%
Transfers Out	143,900	71,950	71,950	50.00%
Total Expenditures	278,900	71,950	135,000	25.80%
Net Change in Fund Balance		144,182		
Beginning Fund Balance	157,955	217,144	59,189	
Ending Fund Balance	<u>198,855</u>	<u>361,326</u>	<u>162,471</u>	

City of Central Point
Council Financial Statements
For period ending December 31, 2016

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	% of biennial budget <u>75.00%</u> Percentage Received/Used
Reserve Fund				
Revenues				
Interest	\$6,000	\$5,926	\$74	98.76%
Transfers In	50,000	\$25,000	25,000	50.00%
Total Revenues	56,000	30,926	25,000	55.22%
Expenditures				
Facility Improvements	0	0	0	0.00%
Total Expenditures	0	0	0	0.00%
Net Change in Fund Balance		30,926		
Beginning Fund Balance	572,850	572,816	(34)	
Ending Fund Balance	<u>628,850</u>	<u>603,742</u>	<u>(25,108)</u>	
Debt Service Fund				
Revenues				
Charges for Service	\$469,400	\$331,232	\$138,168	70.56%
Interest Income	500	\$1,127	(627)	225.41%
Intergovernmental	325,728	\$325,727	1	100.00%
Special Assessments	44,000	\$68,072	-24,072	154.71%
Miscellaneous Revenue	0	\$0	0	0.00%
Transfers In	467,250	\$233,200	234,050	49.91%
Total Revenues	1,306,878	959,358	347,520	73.41%
Expenditures				
Debt Service	1,283,880	1,184,091	99,789	92.23%
Total Expenditures	1,283,880	1,184,091	99,789	92.23%
Net Change in Fund Balance		(224,733)		
Beginning Fund Balance	14,769	18,490	3,721	
Ending Fund Balance	<u>37,767</u>	<u>(206,243)</u>	<u>(244,010)</u>	
Building Fund				
Revenues				
Charges for Service	\$371,200	\$383,536	-\$12,336	103.32%
Interest Income	2,400	\$4,186	-1,786	174.41%
Miscellaneous	0	\$1,673	(1,673)	0.00%
Total Revenues	373,600	389,395	-15,795	104.23%
Expenditures				
Personal Services	353,020	249,383	103,637	70.64%
Materials and Services	53,900	40,730	13,170	75.57%
Contingency	4,500	0	4,500	0.00%
Total Expenditures	411,420	290,113	121,307	70.51%
Net Change in Fund Balance		99,282		
Beginning Fund Balance	214,625	277,214	62,589	
Ending Fund Balance	<u>176,805</u>	<u>376,496</u>	<u>199,691</u>	

City of Central Point
Council Financial Statements
For period ending December 31, 2016

% of biennial budget 75.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Water Fund				
Revenues				
Charges for Services	\$6,134,200	\$5,208,775	\$925,425	84.91%
Interest Income	12,000	\$18,874	-6,874	157.28%
Miscellaneous	16,000	\$48,529	-32,529	303.31%
Total Revenues	6,162,200	5,276,178	886,022	85.62%
Expenditures				
Operations	6,681,650	4,796,319	1,885,331	71.78%
SDC Improvements	150,000	18,909	131,091	12.61%
Contingency	151,100	0	151,100	0.00%
Total Expenditures	6,982,750	4,815,227	2,167,523	68.96%
Net Change in Fund Balance		460,950		
Beginning Fund Balance	1,860,995	1,918,453	57,458	
Ending Fund Balance	<u>1,040,445</u>	<u>2,379,403</u>	<u>1,338,958</u>	
Stormwater Fund				
Revenues				
Charges for Services	\$1,787,700	\$1,311,736	\$475,964	73.38%
Interest Income	7,000	\$9,529	-2,529	136.13%
Miscellaneous	2,000	\$1,688	312	84.40%
Total Revenues	1,796,700	1,322,953	473,747	73.63%
Expenditures				
Operations	1,863,740	1,186,096	677,644	63.64%
SDC	113,460	51,045	62,415	44.99%
Contingency	46,500	0	46,500	0.00%
Total Expenditures	2,023,700	1,237,142	786,558	61.13%
Net Change in Fund Balance		85,811		
Beginning Fund Balance	934,860	989,361	54,501	
Ending Fund Balance	<u>707,860</u>	<u>1,075,172</u>	<u>367,312</u>	

**City of Central Point
Council Financial Statements
For period ending December 31, 2016**

% of biennial budget 75.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Internal Services Fund				
Revenues				
Charges for Services	\$2,474,000	\$1,861,322	\$612,678	75.24%
Interest Income	1,000	\$3,336	(2,336)	333.57%
Miscellaneous	2,000	\$12,727	(10,727)	636.35%
Total Revenues	2,477,000	1,877,384	599,616	75.79%
Expenditures				
Facilities Maintenance	559,500	340,644	218,856	60.88%
PW Administration	1,192,600	830,490	362,110	69.64%
PW Fleet Maintenance	762,600	451,582	311,018	59.22%
Interfund Transfers	50,000	25,000	25,000	50.00%
Total Expenditures	2,564,700	1,647,717	916,983	64.25%
Net Change in Fund Balance		229,667		
Beginning Fund Balance	153,380	199,587	46,207	
Ending Fund Balance	<u>65,680</u>	<u>429,254</u>	<u>363,574</u>	

City of Central Point
Budget Compliance Report
For period ending December 31, 2016

% of biennial budget 75.00%

Fund	Department/ Classification	2015/17 Biennial Budget	Biennium to Date Expenditures	Percent Used	Difference	
General	Administration	\$1,518,200	\$1,039,431	68.46%	\$478,769	
	City Enhancement	408,000	208,492	51.10%	199,508	
	Technical Services	1,134,050	828,245	73.03%	305,805	
	Mayor and Council	123,100	78,622	63.87%	44,478	
	Finance	1,617,300	1,136,623	70.28%	480,677	
	Parks	2,037,065	1,381,364	67.81%	655,701	
	Recreation	1,109,350	635,641	57.30%	473,709	
	Planning	1,126,150	709,832	63.03%	416,318	
	Police	8,786,750	6,028,005	68.60%	2,758,745	
	Interdepartmental	265,000	259,007	97.74%	5,993	
	Transfers	212,850	106,250	49.92%	106,600	
	Contingency	180,000	0	0.00%	180,000	
		Total Expenditures	18,517,815	12,411,511	67.02%	6,106,304
HTCU	Materials and Services	128,525	20,000	15.56%	108,525	
		Total Expenditures	128,525	15.56%	108,525	
Street	Operations	4,284,009	2,764,549	64.53%	1,519,460	
	SDC Improvements	1,224,800	192,286	15.70%	1,032,514	
	Contingency	157,000	0	0.00%	157,000	
		Total Expenditures	5,665,809	2,956,835	52.19%	2,708,974
Capital Projects	Park Projects - SDC	135,000	0	0.00%	135,000	
	Transfers	143,900	71,950	50.00%	71,950	
		Total Expenditures	278,900	71,950	25.80%	206,950
Debt Service		Total Expenditures	1,283,880	1,184,091	92.23%	99,789
Building	Personnel Services	338,020	249,383	73.78%	88,637	
	Materials and Services	53,900	40,730	75.57%	13,170	
	Contingency	4,500	0	0.00%	4,500	
		Total Expenditures	396,420	290,113	73.18%	106,307
Water	Operations	6,681,650	4,796,319	71.78%	1,885,331	
	SDC Improvements	150,000	18,909	12.61%	131,091	
	Contingency	151,100	0	0.00%	151,100	
		Total Expenditures	6,982,750	4,815,227	68.96%	2,167,523
Stormwater	Operations	1,863,740	1,186,096	63.64%	677,644	
	SDC Improvements	113,460	51,045	44.99%	62,415	
	Transfers	125,000	0	0.00%	125,000	
	Contingency	46,500	0	0.00%	46,500	
		Total Expenditures	2,148,700	1,237,142	57.58%	911,558
Internal Services	Facilities Maintenance	559,500	340,644	60.88%	218,856	
	PW Administration	1,192,600	830,490	69.64%	362,110	
	PW Fleet Maintenance	762,600	451,582	59.22%	311,018	
	Transfers	50,000	25,000	50.00%	25,000	
		Total Expenditures	2,564,700	1,647,717	64.25%	916,983
	Total City Operations	\$37,967,499	\$24,634,586	64.88%	\$13,332,913	



ADMINISTRATION DEPARTMENT

140 South 3rd Street · Central Point, OR 97502 · (541) 664-3321 · www.centralpointoregon.gov

STAFF REPORT

February 23, 2017

CONSENT AGENDA ITEM: Re-Appointment to Budget Committee

STAFF SOURCE:

Deanna Casey, City Recorder

BACKGROUND/SYNOPSIS:

Because of the Bi-Annual Budget process the re-appointment of Kay Harrison to the Budget Committee was not approved in 2016.

Staff has talked with Mrs. Harrison and she is interested in continuing on the Committee. Once approved by the City Council her new term expiration will be 12/31/2020.

FISCAL IMPACT:

There is no financial impact to the City.

ATTACHMENTS:

No Attachments.

SUGGESTED MOTION:

Approve the Consent Agenda.

Resolution

Bear Creek Greenway IGA



STAFF REPORT

To: Central Point City Council
From: Jennifer Boardman, Manager, Parks and Recreation Department
Subject: Bear Creek Greenway IGA
Date: Feb 23, 2017

Purpose: The purpose of this staff report is to provide council with information on the addition of an amendment for the Bear Creek Greenway Maintenance IGA.

Background: The Bear Creek Greenway IGA was adopted in 2008. The agreement provided guidelines for major maintenance of the Greenway trail system and clarified the responsibilities of each of the jurisdictions that are covered in this agreement.

While much of the agreement has stayed the same, there are a few changes to mention.

The most notable change is that routine maintenance on the Greenway will be contracted by Jackson County with the Community Justice workers for a two year trial period. This utilization of Community Justice Crews will provide more consistent maintenance between and within jurisdictions. Community Justice will visit the Greenway two times per month in each section of the trail. Jurisdictions will still provide routine patrol, trash pick-up and emergency repairs to open the trail. The additional cost for the routine maintenance is \$6480 per year.

The other notable change is that Central Point will be picking up an additional 1 mile of trail due to annexation of the land. The new section will be from Upton Road to Dean Creek. Total responsibility for the City of Central Point will be 2.25 miles of trail. The increase in trail will also result in a slight increase of major maintenance and staffing contributions to \$12,418 up only \$3,120 over previous agreement. The total contributions from Central Point for major and routine maintenance will be \$18,898 per year. The full document is available for review upon request.

Recommendation: That the Council approves the resolution and adopts the amendment to IGA for maintenance of the Bear Creek Greenway Trail System.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A FIRST AMENDMENT TO THAT INTERGOVERNMENTAL AGREEMENT WITH JACKSON COUNTY REGARDING GREENWAY MAINTENANCE.

Recitals:

- A. Effective 1/10/2008 the City of Central Point approved an agreement between City of Central Point and Jackson County entering into an intergovernmental agreement providing major maintenance along the Bear Creek Greenway Corridor.
- B. The original Agreement incorporated by reference the Bear Creek Greenway Management Plan, 2005-2010.
- C. The Bear Creek Greenway Management Plan has been updated to reflect current priorities and maintenance strategies and is intended to serve as the guiding document for management and operations of the Greenway.

The City of Central Point Resolves as follows:

Section 1. The City is authorized to enter into the attached "Amendment No. 1" amending that intergovernmental agreement between the City of Central Point and Jackson County for maintenance of the Bear Creek Greenway.

Section 2. The City Manager is authorized to execute such intergovernmental agreement on behalf of the City.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____ 2017.

Mayor Hank Williams

ATTEST:

City Recorder

**AMENDMENT NO. 1
TO INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF THE BEAR CREEK GREENWAY
CORRIDOR DATED FEBRUARY 14, 2008**

This FIRST AMENDMENT to the Intergovernmental Agreement for the Management of the Bear Creek Greenway Corridor (the "Agreement"), is hereby made and entered into by and between Jackson County, a political subdivision of the State of Oregon, hereinafter referred to as "County," and the Cities of Ashland, Central Point, Medford, Phoenix and Talent, hereinafter collectively referred to as the "Cities." County and Cities are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, in 2008 the Parties executed the Agreement to guide major maintenance of the Bear Creek Greenway Corridor; and

WHEREAS, the original Agreement incorporated by reference the Bear Creek Greenway Management Plan, 2005–2010; and

WHEREAS, the Bear Creek Greenway Management Plan has been updated by the Parties to reflect current priorities and maintenance strategies and is intended to serve as the guiding document for management and operations of the Greenway.

THEREFORE

For consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1.) Exhibit A and B shall be deleted in their entirety and replaced with the attached Exhibit A, The Bear Creek Greenway Management Plan 2017-2022.**
- 2.) Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:**

Each Party shall designate an elected or appointed official as the primary representative of their individual jurisdiction to the JPC and a staff member as the alternate representative. Each Party shall provide written notification to all other Parties of these designations and any subsequent changes to these designations. The JPC will meet annually at a minimum, and more frequently if needed. The JPC shall provide proper notice of said meetings to the public in accordance with applicable law and comply with all other provisions of public meetings law.

3.) Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

Each Party shall pay its annual obligation for implementation of the Plan as shown in the Annual Major Maintenance Fund Contribution column on the Funding Table in the attached Exhibit A, page 20. Funds will be handled as a separate and distinct set of accounts within Jackson County's Trails Fund, which is established within the Jackson County budget. Jackson County shall issue an annual invoice for all payments due pursuant to Exhibit A no later than July 31st of each year. Payments shall be made to Jackson County annually upon receipt of invoice, on or before August 31st of each year. Jackson County will have fiduciary responsibility for these funds. Expenditures from the JPC funds will be made in accordance with the Plan or by a vote pursuant to Section 3 of this Agreement.

4.) Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

Each Party shall be responsible for routine maintenance on the Greenway as described in Exhibit A within their boundaries as identified in Exhibit A. In addition to the routine maintenance described in Exhibit A, Parties agree to a two-year pilot program utilizing Jackson County Community Justice crews to assist with routine maintenance, including each jurisdiction's costs identified for "CJ Crew" in the table in Exhibit A, page 10. Before the end of the two-year pilot program, the JPC shall decide whether to continue the program.

5.) Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

At five (5) year intervals Exhibit A will be examined and revised by JPC representatives as necessary and approved by a two-thirds majority vote of JPC representatives. Upon such approval, an amendment to the JPA to replace Exhibit A shall be prepared and forwarded to the Parties for approval by their governing bodies.

6.) Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

County shall provide JPC staff support and shall be compensated by the Cities as described in Exhibit A.

7.) Section 10 of the Agreement shall be deleted in its entirety and replaced with the following:

Exhibit A provides the framework for the maintenance and operations and the associated costs for the Greenway, and designates annual obligations for each of the Parties. The annual work plan shall be based on Exhibit A, and any deviations from projects listed in the Exhibit A or changes to the budget or scope of individual projects greater than 10% must be approved by the JPC.

8.) Section 13 of the Agreement shall be deleted in its entirety.

This Amendment is effective the date on which this Amendment is fully executed by the Parties and fully approved as required by applicable statutes and rules.

CITY OF ASHLAND:

By: _____
Date

Title: _____

CITY OF CENTRAL POINT:

By: _____
Date

Title: _____

CITY OF MEDFORD:

By: _____
Date

Title: _____

CITY OF PHOENIX:

By: _____
Date

Title: _____

CITY OF TALENT:

By: _____
Date

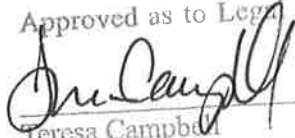
Title: _____

JACKSON COUNTY:

By:  1/25/17
Date

Title: DANNY JORDAN
County Administrator

Approved as to Legal Sufficiency:


Teresa Campbell
Assistant County Counsel

Bear Creek Greenway Management Plan 2017-2022

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Bear Creek Greenway Background

The Bear Creek Greenway is a currently 20-mile paved, multi-use trail that connects the cities of Ashland, Talent, Phoenix, Medford and Central Point. The Greenway is continuous from the Ashland Dog Park to the Dean Creek Frontage Road near the Seven Oaks Interchange on I-5, north of Central Point. The trail provides a separated route from cars, with only two at-grade road crossings. The trail parallels I-5, Highway 99 and Bear Creek and provides Rogue Valley residents and visitors to the area a close-in spot for bird watching and wildlife viewing, as well as exercise and general recreation.

There are benches along the trail as well as several city parks along the route that provide parking, restrooms, drinking water, and picnic tables. The Cities and County share responsibility for routine maintenance of the trail and work jointly to accomplish major maintenance and management of the Bear Creek Greenway.

The long-term goal is to extend the trail south through Ashland and on to Emigrant Lake, and to extend north to the tunnel at Kirtland Road, which provides the “golden spike” connection with the proposed 30-mile Rogue River Greenway trail, connecting to Gold Hill, Rogue River and Grants Pass.

The Bear Creek Greenway is the spine of the non-motorized transportation system in the Bear Creek Valley, providing people with an option to take trips by bike instead of by car. It provides our largest regional urban park through our most populated areas in Southern Oregon, providing a close to home place to connect with nature. It enhances the livability of the region and is often cited as an important amenity considered by people relocating to our area. An annual average of 250 trips per day are taken at any given point along the trail, making the trail as busy as many local streets and roads.

It truly is a gem that deserves the best continued care and investment possible.

Purpose & Need

The Bear Creek Greenway trail and the associated properties along the corridor represent over four decades worth of investment and labor and provide a tremendous asset to the Rogue Valley. Protecting this investment and providing the best possible maintenance and management of the resource is in the best interest of the health of our residents, our communities, and our watershed.

That being said, budgets and staff resources are limited, and investments need to be made strategically and implemented efficiently. In that light, the jurisdictions that manage the trail joined forces in 2008 and signed the Bear Creek Greenway Joint Powers Agreement (JPA), with the mission “to jointly provide for the consistent financial support, management, promotion and maintenance of the greenway.” The JPA created a mechanism and set aside funding for staffing and major maintenance, and delineated responsibility boundaries for routine maintenance.

The concept for the JPA and the management and funding model was identified in the “Bear Creek Greenway Management Plan: 2005-2010,” completed December of 2006 by the Rogue Valley Council of Governments. The plan also loosely identifies some management goals but doesn’t specify projects or programs.

Like its predecessor, the Bear Creek Greenway Management Plan: 2017-2022 is intended to provide the background and framework for the Bear Creek Greenway Joint Powers Agreement. As such, this plan addresses the following:

- Jurisdiction boundaries: designates each city’s and the county’s responsibility for segments of trail
- Routine maintenance: designates desired level of service and analyzes opportunities for collaborating on routine maintenance efforts
- Major/facility wide maintenance: identifies specific projects that are needed to keep the pavement and bridges in good repair
- Facility wide improvements: identifies projects that are facility-wide in nature (i.e. signage, amenities, etc.)
- Staffing: identifies staff needs
- Funding: identifies funding levels for each jurisdiction based on total need identified, using a formula based on population and lane miles
- Operations: identifies special event standards and permitting, proposes changes to ordinance
- Implementation: provides a framework for the Joint Powers Committee

These elements provide a roadmap for the Greenway during the next five years that will guide maintenance, management and investments based on current needs, as well as identify roles and responsibilities for the jurisdictions.

Jurisdiction Boundaries

Under the Joint Powers Agreement, each city maintains the portions of the Bear Creek Greenway within their Urban Growth Boundaries (UGB) and the County maintains the areas outside of any UGB, with the exception of the City of Ashland, which maintains a portion of the trail parallel to their UGB.

It should be noted that trail corridor maintenance responsibility is based on jurisdiction boundaries not on property ownership. Issues outside of the 30' wide trail corridor are the responsibility of the property owner. Jurisdictions responsible for routine maintenance may want to complete projects outside of the 30' corridor and should check property ownership and consult with the property owner before doing so.

For this 2016 update, boundaries have been clearly identified and trail segment lengths measured, resulting in minor changes to the mileage. In addition, UGB's have been expanded in two areas resulting in changes to the Bear Creek Greenway jurisdiction boundary:

- Phoenix UGB expansion north of Fern Valley
- Central Point expansion north to the Blackwell Road/Highway 140 area

These revised boundaries add separate, discontinuous sections of management for Jackson County and Central Point, and also result in a very short segment for Jackson County north of Phoenix. If the current system of maintenance is retained, in areas such as these, jurisdictions should consider trading miles and/or compensating each other for work in their section to gain efficiencies.

2016 Bear Creek Greenway Management Responsibility Extents

Note: Total Central Point trail mileage=2.25; total Jackson County trail mileage=5.25.

Jurisdiction	Description	Approximate Mile Marker	Mileage (20 total)
Ashland	Dog Park to South Valley View	8.0-10.0	2.0
Jackson County	South Valley View to Welcome to Talent sign	10.0-11.5	1.5
Talent	Welcome to Talent sign to Suncrest Road	11.5-13.5	2.0
Jackson County	Suncrest Road to Anderson Creek (+1/8 th of a mile)	13.5-15.25	1.75
Phoenix	Anderson Creek to .25-miles north of Fern Valley	15.25-16.75	1.5
Jackson County	.25-miles north of Fern Valley to Glenwood Road	16.75-17.25	.5
Medford	Glenwood Road to Table Rock Road	17.25-24.25	7.0
Central Point	Table Rock Road to Pine Street	24.25-25.5	1.25
Jackson County	Pine Street to Upton Road	25.5-27.0	1.5
Central Point	Upton Road to Dean Creek Road	27.0-28.0	1.0

Routine Maintenance

Routine maintenance refers to the day-to-day activities by staff, contractors/community justice crews, and volunteers to keep the trail clear and free of debris, vegetation and damage. It is a critical element of both real and perceived safety of trail users, and can help foster positive community perceptions of the trail; people are less likely to vandalize and far more likely to utilize a well-maintained trail.

The Bear Creek Greenway is not realizing its full potential for use and community support because there is a common perception, especially in certain areas, that the trail is not safe. In order for the trail to realize its full potential of serving the region as a transportation and recreation corridor, it is critically important that maintenance issues are addressed in a timely fashion. Currently, maintenance activities are not happening consistently- vegetation often grows onto the path, litter is sometimes left for weeks at a time before being removed, and vandalism and graffiti are not addressed in a timely fashion. Trail managers recognize that the level of service on the trail is not consistently as good as it could be.

As previously discussed, the current agreement gives each jurisdiction responsibility for routine maintenance and operations based on urban growth boundaries, effectively creating nine separate segments of trail (10 with the revised UGB extents). The jurisdictions have varying capacities to accomplish the variety of routine maintenance tasks and current level of service is variable between and even within jurisdictions. There is desire by the jurisdictions as well as by trail users for better consistency of level of maintenance along the entire trail.

It should also be noted that trail corridor maintenance responsibility is based on jurisdiction boundaries not on property ownership, but issues outside of the 30' wide trail corridor are typically seen as the responsibility of the property owner, not the maintenance jurisdiction.

The first task in the planning effort was to list the maintenance activities and goals for addressing complaints and/or issues on the trail. Knowing the desired level of maintenance, staff then considered alternative concepts for accomplishing the regular, routine maintenance on the trail and analyzed the costs for current activities and the proposed concepts. At the end of this section, a staff recommendation is given for consideration.

Routine Maintenance Tasks

The following *Regular Routine Maintenance Tasks* table was developed with jurisdiction staff from the county and the cities and gives a summary of regular, routine maintenance activities. The right-hand column depicts suggested guidelines not regulatory standards. This approach reflects the desire to have consistent goals and standards while allowing for flexibility to respect the varying demands and limitations of resources of jurisdictions.

Routine Maintenance Tasks

Regular Routine Maintenance Tasks	Minimum frequency/timeline to address
Routine inspections/address minor issues (vegetation, debris, litter, graffiti, reporting illegal camping, fill brochure holders, etc.)	Weekly
Remove "ladder fuel" type vegetation w/i 10x10x10 trail footprint (10' from each side of the trail and 10' tall)	As needed/within 10 business days of report
Remove puncturevine/goathead (w/i 30' trail/shoulder footprint)	As needed/within 10 business days of report
Remove litter	As needed/ASAP
Sweep/blow trail surface	As needed/within 10 business days of report
Refill brochure holders at kiosks (brochures provided by Bear Creek Greenway Foundation)	As needed/weekly
Non-Predictable Routine Maintenance Tasks	Frequency/timeline to address
Repair/remove graffiti	As needed/ within 1 week or as otherwise required
Remove dumping sites	As needed/Address within 1 week if possible
Repair vandalism, including to signage, benches, fencing, and other amenities	As needed/Address within 1 week if possible
Remove blocking vegetation	As needed/within 48 hours
Address drainage issues, wash-outs, flood damage, etc. These items can, and often do, fall into the category of major maintenance	As needed/Signs & cones placed within 48 hours; trail passable within 48 hours of water receding; repair shoulder rock, etc. within 10 business days
Routine Maintenance Tasks Conducted Periodically by Individual Jurisdictions	<i>NOT included in options for regular, routine maintenance</i>
<i>Spray pre-emergent on shoulders & puncturevine/invasives as needed</i>	<i>Utilized in the spring and as needed at other times by some jurisdictions</i>
<i>Assess & remove hazard trees</i>	<i>Annually</i>

Cost Estimates per Mile

Routine maintenance costs for multi-use paths vary widely based on method of staffing or contracting, level of service, and various other factors. Cost estimates from trail systems around the country range anywhere from \$2,000-\$40,000 per mile. The five cities and the County reported that they currently

spend an average of \$4,000-\$6,000 per mile annually for routine maintenance of the Bear Creek Greenway.

Options to Accomplish Regular Routine Maintenance

The current system where each jurisdiction maintains the sections within their UGB's creates inconsistencies between (and sometimes within) jurisdiction segments, and there is a lack of efficiency in maintaining short segments separately instead of addressing the trail as a whole. For those reasons, three options have been identified and analyzed for completing regular routine maintenance work on the trail.

When analyzing the three options, the assumptions were:

- Maintenance activities are limited to the 30' trail corridor- the 10' trail and 10' on either side. Larger-scale mowing or other vegetation work outside of that corridor is not considered.
- The cities will continue to mow lawn areas within the 30' footprint through manicured parks.
- The duties taken on jointly in Options B & C are assumed to be limited to the Regular Routine Maintenance Tasks and minor Non-Predictable Routine Maintenance Tasks that don't require a lot of time to address. The remaining maintenance work (non-predictable tasks, spraying if applicable, and hazard tree removal) would still be the responsibility of the maintenance jurisdiction.
- Any additional presence more frequent than identified would be completed by the responsible jurisdiction.
- Work would need to be funded separately by each jurisdiction or through major maintenance funds to bring the trail up to a baseline standard that could be maintained in the times and with the resources identified.

Option A- Remain the same (Jurisdictions responsible for all maintenance)

The first alternative considered is to continue with the current model of each jurisdiction maintaining the area for which they are responsible. As previously mentioned, this model presents some challenges in the way of consistency between and sometimes even within jurisdictions and is inefficient.

Option B- Community Justice Crew

Option B would be to hire Community Justice (CJ) crews to perform a portion of or all of the regular routine maintenance along the entire trail. Per previous experience and discussions with Community Justice Managers, once established, the CJ crew could perform the routine maintenance tasks to the desired level of service on the entire trail in an average of 12 days per month. CJ Crews cost \$400 per day, the total annual cost would equal \$57,600 or \$2,880 per mile. This level of service would allow for biweekly inspections and work on the trail. Increasing the level of service to

a weekly presence could be accomplished by adding 4 more days to the month, for 16 total days per month, with a cost of \$76,800 or \$3,840 per mile. Jackson County would be responsible for monitoring the CJ Crew work and for payment to the program, and would invoice each of the other participating jurisdictions annually.

Option C- Full-time Greenway Park Worker

A full-time, regular, benefited Bear Creek Greenway Worker could be an option for accomplishing the routine maintenance duties on the trail. This person could also be a “Ranger” and have code enforcement abilities and serve as an enforcement/patrol presence. There would be times when additional workers would be needed to accomplish tasks like weed-eating, addressing puncturevine, addressing large trash issues, and major flood repair, but the person could likely complete many of the routine tasks on their own. The ranger could potentially coordinate the volunteer program.

Costs with benefits for a full time park ranger are estimated at \$65,000 annually for staffing plus \$20,000 for overhead for a total of \$85,000 annually or \$4,250 per mile. Rough estimates of additional crew work needed are approximately five days per quarter or 20 days annually for an additional \$8,000 or \$400 per mile. These crews could also conceivably be parks staff or volunteers.

Regular Routine Maintenance Options

Note: jurisdiction cost estimate includes all activities on the trail, not just those identified as regular, routine maintenance, while the costs for the CJ Crew and Greenway Worker only include costs for the items listed in the table as Regular Routine Maintenance Tasks.

Option	Approximate Annual Costs (per mile)	Benefits	Drawbacks
Jurisdiction (current)	\$4,000-\$6,000**	Jurisdiction ownership	Inconsistent Not cost-effective Several points of contact
CJ Crew	\$2,880/mile \$3,840/mile for weekly presence	Consistent and cost effective	Not as likely to foster staff ownership
Greenway Worker/Ranger	\$4,250 Plus \$400- extra help	Consistent One point of contact	More expensive than other options

Cost Implications

The table below shows what each jurisdiction would contribute for a maintenance program based on jurisdiction mileage. "Current Costs" are estimated based on \$4,000 per mile, which is the lowest of the average reported costs of the jurisdictions, and provides the best comparison to the other options since the work will only encompass the regular, routine maintenance tasks.

Routine Maintenance Option Costs for Each Jurisdiction

Jurisdiction (Cost per trail mile)	Mileage	Current Costs (\$4,000)	CJ Crew-Recommended (\$2,880)	Worker/Ranger (\$4,650)
Ashland	2.0	\$8,000	\$5,760	\$9,300
Jackson County	5.25	\$21,000	\$15,120	\$24,413
Talent	2.0	\$8,000	\$5,760	\$9,300
Phoenix	1.5	\$6,000	\$4,320	\$6,975
Medford	7.0	\$28,000	\$20,160	\$32,550
Central Point	2.25	\$9,000	\$6,480	\$10,463

Recommendation

Staff and the Joint Powers Committee recommends a two year pilot program utilizing the Community Justice Crew "bi-weekly presence" option. This option is the least costly and it would help address the inconsistent level of service and be more efficient. The jurisdictions would be able to utilize their staff who are currently working on the Greenway for other activities and possibly save funds.

Jackson County JPC Staff will coordinate and manage the effort including invoicing the cities annually and providing monthly payments to the Community Justice program, as well as scheduling and monitoring the CJ Crew work. The County will develop a scope of work based on the regular routine maintenance tasks and CJ Crew leaders will monitor approximate time spent in each jurisdiction segment of trail and log it on all invoices.

To measure success, staff will conduct site visits and take photos and/or videos of the trail before the pilot begins in July of 2017 and at six month intervals. CJ Crew time commitment per each jurisdiction's segment(s) will be calculated at six month intervals as well, and surveys of jurisdiction staff and stakeholders will be conducted. A survey conducted by SOU students in November of 2016 could be replicated in 2017 or 2018 to gauge trail user satisfaction.

It is important to note that all of the jurisdictions do not need to participate in the pilot for it to be viable, but increased participation will result in better opportunities to monitor level of service and changes in efficiency and consistency throughout the entire 20-mile trail.

Major/Facility-wide Maintenance

Major maintenance typically refers to large-ticket projects that are mostly related to keeping the pavement and bridges in good repair, and which are most likely to be accomplished through contractors. These projects generate from root or water damage to the pavement, pavement reaching its life expectancy, and/or natural disasters such as flooding or earthquakes. Costs for repairs can't entirely be anticipated for natural disasters, but can often be anticipated and budgeted for in cases of pavement failure due to age and root damage. Major maintenance costs also include the costs for assessment of the trail condition and ongoing costs for trail counters.

Much has been accomplished in regards to major maintenance and paving in the eight years since the Joint Powers Agreement was signed. Three sections of trail, nearly seven miles, were entirely reconstructed. A root test-plot project that included several repair options for root-heaved trail was installed, signage including map kiosks and directional signs have been installed, five trail counters are monitoring the use on the trail, and many other small repair projects have been completed.

Looking forward, work will continue to be required to keep the trail itself in a state of good repair. This section of the plan discusses pending projects for 2016/2017 which have already been approved for funding by the JPC but have not been completed yet including fog sealing, shouldering, grant match, bridge inspections and repairs, and trail counter licenses and batteries. It also identifies the major maintenance projects proposed on the Bear Creek Greenway for the 2017-2022 timeframe (highlighted in bold text). Cost estimates are based on the best information available and do not take inflation into account.

Inspections and Trail Counters

Part of the major maintenance program is inspection of the trail and bridges. The entire trail should be inspected annually to assess pavement condition by the Joint Powers staff or another qualified party, and all of the creek crossings should be inspected annually by County Bridge Crews or other qualified individuals. These inspections identify any immediate safety hazards that need to be addressed.

A more thorough inspection of the bridges by a certified bridge engineer should occur every five years, and staff should continue to consult with county and city experts to assess the 20-miles of pavement every five years. These inspections identify pavement maintenance needs on the trail.

Major maintenance funds include bridge inspection costs, which includes clearing around the bridges to allow access, and assumes staff continues the pavement inspections and reports.

Funds also include trail counter costs- the five trail counters transmit data via cell phone service, which is \$2,100 annually, and need new batteries every other year (\$500 total cost).

Bridge Inspections & Brushing: \$14,000

\$2,000 annually (4 years) for County Crews and CJ Crew brushing work

\$6,000 every 5 years for engineer inspection

Trail Counter Batteries & Transmission: \$11,500

\$500 every other year for batteries

\$2,100 annually for license/data transmission

2016/2017 Trail Counter License & Batteries: \$2,600

Total 5 Year Costs for Inspections & Counters: \$25,500

Bridge Preservation Projects

All of the bridges along the Bear Creek Greenway were inspected by an engineer in the summer of 2015 and several issues were identified, the most significant issues are joint replacements for two bridges in order to smooth the transition between the trail and the bridge structure. The JPC has committed \$5,000 to complete this work which will occur in 2016/2017.

The next structural bridge inspections scheduled for 2020 and/or any significant hydrological events may determine or result in additional bridge repair needs, and \$10,000 will be set aside for bridge maintenance for the next five years.

2016/2017 Bridge Inspections & Repairs: \$7,000

Bridge work (contingency fund): \$10,000

Pavement Preservation Projects

Maintaining the asphalt on the trail includes fog sealing to protect the investment and prolong the life of the asphalt. Fog sealing and shouldering the trail as a whole as opposed to splitting it into jurisdictional boundaries is more efficient and cost effective, therefore these items should be coordinated for the trail and considered major maintenance.

Fog sealing is scheduled to take place in 2016/2017 as soon as weather permits on the newest sections of trail: South Valley View to Suncrest, Barnett to Biddle Loops, and Pine Street to the Dean Creek frontage road, totaling nearly 10 miles of trail, using a system recently adopted by the City of Medford Public Works. The Suncrest to Barnett section should be fog sealed using the County or similar materials and method. The remaining sections (Dog Park to Valley View and Biddle to Pine) will not be fog sealed in 2016 because there are other projects recommended.

Approximately \$40,000 of funds will be expended for the fog sealing effort in 2017 under the current agreement. The fog seal will not need to be reapplied until 2022, following the schedule of sealing every 6-8 years, so no costs are anticipated for the 2017-2022 timeline.

\$60,000 has been approved by the Joint Powers Committee for shouldering work to be completed on the trail in 2016/2017. The work will address portions of trail with a 2" or greater drop, and the trail will likely need to be touched up in about 5 years, \$10,000 is dedicated to that effort.

2016/2017 Shouldering: \$60,000

2017-2022 Shouldering touch up: \$10,000

Bridge contingency & Pavement Preservation Projects Total: \$20,000

Pavement Repair Projects

The 2-mile segment from the Biddle Road Loops to Pine Street is now the oldest section of trail (built in 1996). It has very significant transverse cracking (which is not a safety issue, but is of concern) and also has some sections of longitudinal cracking (a significant safety issue), one significant slumped area and several areas of root heaves. The proposed repair for this section is to replace the longitudinal cracking and root heave issues with concrete, and to crack seal and slurry seal the remainder of the trail segment.

Biddle to Pine Street: \$110,000

The slightly newer 2-mile segment of trail from the Ashland Dog Park to South Valley View Road (built in 1998) has similar issues that should be addressed, specifically the areas with longitudinal cracking and root heaves.

Ashland Dog Park to South Valley View: \$180,000

There are many sections of trail that are damaged by root heaving, which will continue to be a maintenance issue. Staff has identified and mapped several "spot repair" pavement needs on the Bear Creek Greenway and tiered them into short term (0-5 years) and long term (5-10 years) categories based on height and location of heaves on the pavement, taller bumps on shady curves on the trail being the most urgent to repair. The repair type is suggested based on the information learned from the root repair test plot project and other efforts since.

Staff identified 10-15 short-term repair plots totaling roughly 1,300' that need to be repaired in the next five years, and several that should be ground away with the pavement grinder. Funds to complete the \$165,000 project have been secured through the 2016 Recreational Trails Program utilizing \$75,000 of JPA funds for match, and \$10,000 should be committed towards grinding the remaining root heave issues not addressed by the RTP project.

Root Repair- remove & replace: \$165,000 (FUNDED w/ 2016 RTP Grant- JPC Match \$75,000 out of current JPA agreement)

Root Repair- grind: \$10,000

Long term

When the Bear Creek Greenway Management Plan is updated in 2022, there will likely be additional root heaves on the trail that will need to be considered for repair. In addition, the 6.5-miles of trail between Suncrest Road and Barnett Road was constructed in the mid-2000's and will not likely need any major investment until 2025 or later but should be monitored, especially the transverse cracking in the ~.25-mile section just north of East Glenwood Road.

The newest sections (including the segments that were reconstructed in 2012) will not likely need major investment until 2035 or later. Spot issues will continue to arise and should be addressed as necessary.

Total Pavement Repair= \$300,000

Unanticipated Costs: Repairs due to Natural Disasters or Unforeseen Issues

It is important to maintain a contingency fund to complete repairs on the trail that are needed as a result of natural disasters like floods and earthquakes. It should be noted that most costs to repair damage from a major event will likely be covered by FEMA, so this fund could be used as match for FEMA or for smaller event repairs.

Unanticipated Repair fund for Flood, Fire, Earthquake: \$30,000

Major Maintenance 5-year costs:

Inspections & Trail Counters	\$25,500
Pavement & Bridge Preservation	\$20,000
Pavement Repair	\$300,000
Unanticipated Repair Fund	\$30,000
Total	\$375,000 (rounded)

Facility-wide improvements

Considering the trail and the public land corridor as a whole rather than individual sections is important for elements such as signage and amenities, as well as for planning efforts like the RVCOG Greenway Vegetation Management Study, underway as of fall 2016. The JPC has discussed several ideas throughout the years and decided that the JPC funded vegetation management study and a proposed lighting study are the most important facility-wide considerations over the next five year horizon.

Lighting Feasibility Study

Along with improving routine maintenance, incorporating lighting on at least some sections of the trail has been identified by trail managers and trail users as a desired safety amenity. There are a lot of discussions and review that needs to take place in consideration of incorporating lighting including environmental and community concerns as well as costs of installation, power, and ongoing maintenance and operations. There are many options for type of lights and power sources and requests have also been made to trail managers to incorporate charging stations for electric wheelchairs.

The JPC agreed that further analysis is needed and a lighting feasibility study should be completed. The study will incorporate public input and will analyze opportunities and constraints in consideration of lighting on the Bear Creek Greenway.

2016/2017 Vegetation Management Plan: \$20,000

Lighting Feasibility Study: \$15,000

Other facility-wide improvements have been discussed but no further action has been proposed through this Management Plan effort. These items, including amenities (benches, trash receptacles, fountains, bike racks, bike fix-it stations, playgrounds, par courses/exercise areas, emergency phones, etc.), a parallel soft surface trail, and bike rental/bike share could be considered in future planning efforts.

Safety & Homelessness

There was also conversation around safety concerns and managing homelessness on the Bear Creek Greenway Corridor. Both of these issues warrant further discussion but were not in the purview of this particular plan. It is vital that conversations with trail managers, law enforcement and the community continue about how best to address the safety concerns. One model to consider is the Sunriver Police Department Bicycle Patrol, which consists of eight seasonal employees and eight community volunteers who patrol the trails of Sunriver to “ensure that Sunriver residents and many thousands of visitors enjoy their experience and exercise proper safety while riding, walking or running on the Sunriver pathways.” Trail managers and law enforcement should discuss this model for the Greenway.

Staffing

Jackson County, per the Joint Powers Agreement, currently provides 24 hours per week of staffing for the Bear Creek Greenway. Work includes several critical elements of greenway maintenance and operations management, as well as planning for trail extensions and improving the connections from communities to the trail. Jackson County will continue this work at this level of service in the future and also add work not previously identified in the JPA.

JPC staff duties per the JPA include:

- Coordinate JPC meetings- minimum quarterly schedule
- Update the Management Plan and Funding Table every 5 years
- Coordinate annual bridge inspections by County crews and 5 year inspections by certified engineers
- Conduct annual pavement assessment & make recommendations for annual priority schedule for major maintenance projects
- Coordinate annual/as needed meetings with maintenance staff
- Coordinate annual/as needed meetings with police, fire & EMS
- Coordinate annual/as needed meetings with natural resources stakeholders
- *Coordinate JPC grant applications***
- *Coordinate JPC projects***

***Costs for staff time for these items can be recovered per the agreement*

Additional tasks provided by County staff:

- Serve as central clearinghouse for trail questions & issues
 - Outreach to the public for trail closures, projects, etc.
 - Consultation and review special event permits for the BCG
- Coordinate the management and maintenance of the five trail counters
- Identify and support potential expansion projects: monitor funding programs, advocate for the Bear Creek/Rogue River Greenways and projects that connect to them
 - Liaison with Bear Creek and Rogue River Greenway Foundations

JPC Staffing Costs & Contributions

Under the 2008 agreement, the County provides an employee that staffs the Greenway for 24 hours per week and contributes \$42,000 for labor costs and absorbs the overhead costs (\$18,700) and each city contributes \$2,600 annually toward the staff member. Total contributions for labor (not including overhead) are currently \$55,000. Costs for labor for the position dedicated to the JPC have increased 20% and are now an estimated \$66,000 annually for 24 hours/week. Cost increases are reflected in the revised annual contributions below.

Staffing Costs: \$3,120 per City; County= \$50,400 + Overhead (these are separate from the formula funds)

Community Engagement & Volunteer Coordinator

There is currently a lot of interest in the Adopt-a-Greenway and Greenway Host programs, but staff capacity to manage these programs is limited. To capitalize on the opportunities, Jackson County will hire a volunteer coordinator to recruit and manage volunteers and foster a robust Greenway Volunteer

program. The coordinator position will also help with existing events and develop other programs and events that focus on the Greenway and potentially raise revenue through events to offset the cost of the position. The coordinator will also help with regular, routine maintenance on the trail—the efforts of the volunteers may offset some of the maintenance costs for each jurisdiction.

This position has a great deal of potential to improve the community connection with the Bear Creek Greenway and help overcome the safety perception problems with the trail.

Costs with benefits for a half-time volunteer coordinator are an estimated \$25,000 for salary/benefits and \$15,000 for overhead (vehicle, computer, supplies) annually.

Community Engagement & Volunteer Coordinator tasks include:

- Recruiting, screening, training and managing volunteers (individuals and groups)
- Developing outreach materials including brochures and presentations, and updating the www.jacksoncounty.org/bearcreekgreenway website and Facebook page
- Tabling at events, especially related to the Bear Creek Greenway- providing participants information about the trail and about volunteering
- Hosting rides, walks, and other events on the trail

.5- FTE Community Engagement & Volunteer Coordinator: \$40,000/year=\$200,000

Operations

Ordinance Revision

There are several elements of the Bear Creek Greenway Ordinance that have been identified as needing clarification and/or updating. Jurisdiction staff should work together to discuss the following concerns and make revisions to the ordinance as necessary. It should be noted that each jurisdiction will need to go through their own individual process to update the ordinance and it is critical that the ordinance is consistent along the entire trail.

- (1) Motorized vehicles: the current ordinance prohibits use of any motorized vehicles and doesn't give exception for motorized wheelchairs/mobility devices or electric-assist bicycles, both of which should be allowed on the trail (and be subject to the speed limit and other regulations). Consideration should be given to a permitting system to allow event organizers and others to use motorized vehicles on the trail, including education about proper driving on the trail.
- (2) Trail closure at night: under the current ordinance, the trail closes between 10pm and 6am. Many of the signs say "sunrise to sunset," and regardless, many commuters use the trail outside of those hours. This may be something to revisit.
- (3) Alcohol is currently prohibited within the Greenway with no permitting option, and is often requested for special events.
- (4) Consideration may be given to incorporate other trails/trail extensions under the ordinance (i.e. Rogue River Greenway).
- (5) Concessions: the current ordinance allows for concessions (fixed or mobile) and advertising if specifically permitted by the Greenway Authority or other appropriate local government authority. This doesn't necessarily need to be revisited but a system to alert the other jurisdictions should be put into place.

Event Standards & Procedures

As more and more event organizers look to the Bear Creek Greenway to host events it is important to implement a system where criteria and requirements are consistent and which incorporates all impacted jurisdictions into the review. The event demands on the trail are also an opportunity to recover some of the costs associated with events, there are significant impacts to the trail both from a maintenance standpoint and to other trail users on the trail during events, as well as staff time commitments to reviewing special event permits. Lastly, it is important to have a clearinghouse of events to avoid double-booking and over scheduling the trail.

Jackson County, through the Community Engagement & Volunteer Coordinator and JPC Staff, will be the clearinghouse of events and take in the applications for events on the Bear Creek Greenway. Event organizers anticipating 50 or more participants or charging registration fees will fill out an application and submit it to Jackson County Parks. Once the application is deemed complete, the County will notify any impacted jurisdictions and give them at least a week to comment. The County will then respond to the organizer with any additional criteria and issue the appropriate permit or agreement (based on event size and impact to the trail).

It's important to note that jurisdictions with street or park impacts will still have separate permitting processes and associated fees. Events on just one jurisdiction's section of trail may be processed exclusively by that jurisdiction's staff, but County staff should be notified in order to put the event on the BCG Event Calendar.

Fees to cover staff time for processing events will be incorporated based on the descriptions below. The guidelines are recommended as a starting point, with staff having the discretion to apply the permit criteria based on impacts to the trail and staff time needed. Note that any proposal for fees collected by Jackson County will need to go through Board of Commissioner Review and any proceeds from the fees would go towards the Bear Creek Greenway. Jurisdictions reviewing permits on their segments of trail are encouraged to require similar permits including charging the appropriate fees.

- Small events:
 - Less than 100 participants
 - Less than 5 miles on the trail
 - Permit is signed application
 - \$50 application fee
- Medium events:
 - 100-300 participants
 - Between 5-10 miles on the trail
 - Permit is signed application or agreement (staff discretion based on impact)
 - \$100 application fee
- Large events:
 - 300+ participants
 - 10+ miles on the trail
 - Permit is signed agreement
 - Fees minimum \$250, maximum \$500; \$75 late fee

Applications must be submitted at least 30 days prior to the proposed event (60 days for large events) and Jackson County will review applications within 15 business days. Applications will be accepted up to one year in advance. Only one event should occur on any section of trail per day (multiple events can take place, but they have to occur at different areas of the trail), and events will be considered "reserved" when the permit or agreement is signed and fees have been paid. A master calendar will be kept by Jackson County on the Greenway website.

See the attached Bear Creek Greenway Special Event Permit Application.

Bear Creek Greenway Concession Permits

As previously mentioned, permits can be used for various activities on the Bear Creek Greenway including concessions, motor vehicle use, etc. Communication between jurisdictions is recommended whenever a special permit is issued on the trail, and consideration may be given for developing a Bear Creek Greenway-specific permit.

Funding

Total Expenditures

The total expenditures for all costs except routine maintenance and JPC staffing under this plan are estimated \$610,000. Staff anticipates a beginning fund balance of \$110,000 which leaves approximately \$500,000, or \$100,000 annually to fully fund the plan as proposed. This does not include the work mentioned previously which is already funded for the 2016/2017 timeframe (\$205,000 for fog seal, shouldering, trail counters, RTP grant match, bridge inspections and repair, and the Vegetation Management Plan). The beginning fund balance of \$110,000 is accurate assuming the work is completed by July 1, 2017.

Grant funds could be pursued and/or fundraising could occur through the new Community Outreach Coordinator for several elements of the Management Plan, thus reducing the money needed to implement the plan. Any unused portion after five years could be refunded to the jurisdictions or used as a starting fund balance for the 2023 plan.

2017-2022 Expenditures

Major Maintenance	\$ 375,000.00
Facility Wide Improvements	\$ 15,000.00
Volunteer Coordinator	\$ 200,000.00
Contingency	\$ 20,000.00
Total	\$ 610,000.00
Beginning fund balance	\$ 110,000.00
Total Needed	\$ 500,000.00
Annual	\$ 100,000.00

Major Maintenance Contributions

The current JPA divides the responsibility for funding the \$67,000 annual major maintenance contribution using a formula based on lane miles of trail and population. Staff updated the lane miles and population data, the following table shows contributions weighted 90% based on population and 10% based on lane miles of trail.

Jurisdiction	% Trail Miles	% of Pop.	Annual Major Maintenance Fund Contribution	Annual BCG JPC Staffing Contribution	Total Annual Bear Creek Greenway Joint Powers Contribution
Ashland	10	10.60	\$10,538	\$ 3,120	\$13,658
Talent	10	3.26	\$3,931	\$ 3,120	\$7,051
Phoenix	7.5	2.38	\$2,893	\$ 3,120	\$6,013
Medford	35	40.33	\$39,797	\$ 3,120	\$42,917
Central Point	11.25	9.08	\$9,298	\$ 3,120	\$12,418
Jackson County	26.25	34.35	\$33,544	\$ 50,400	\$83,944
Total	100	100	\$100,000	\$ 66,000	\$166,000

Management & Oversight

The Bear Creek Greenway Joint Powers Committee plays a critical role of oversight of the funds and projects supported through the Joint Powers Agreement and this Management Plan. Historically, the JPC has met approximately quarterly and has been comprised of a combination of jurisdiction staff and elected officials. The JPC Bylaws were based on the JPA and were adopted shortly after JPC formation in 2008.

This new Management Plan is much more prescriptive and should reduce the need for regular meetings, but it's important that the JPC stay engaged on the efforts. JPC Staff will coordinate an annual meeting and provide an annual report, and the JPC will review and approve an annual work plan for the next year. The JPC will also be convened as needed to make decisions about changing scope or budget of projects and/or to review revisions to the projects or programs in this Management Plan. New information and ideas should always be considered and changing direction from the Plan should be considered when appropriate and prudent. Because sometimes decisions are needed to be made in a timely fashion, email voting and conference calls should be an option for Joint Powers Committee decisions and meetings.

In order to eliminate the need for JPC approval on already approved projects, JPC staff will move forward with any work listed within this Management Plan scope as long as it is within 10% of the budget. Any project that significantly changes in scope or budget will be brought back to the JPC before proceeding.

Committee membership will include one voting member and one alternate from each jurisdiction- ideally one staff member and one elected or appointed official (i.e. a Parks and Recreation Commissioner or City Counselor). It's important that both elected officials and staff are engaged.

A Bear Creek Greenway Technical Working Group comprised of staff from each jurisdiction will meet approximately bimonthly to discuss greenway management. JPC staff will coordinate the meetings including scheduling time and location, building an agenda, and making sure notes are taken and sent out.

Conclusion

This Management Plan will help provide a road map for continued joint management and maintenance of the Bear Creek Greenway. The proposed plan will bring a new and greatly improved level of service to greenway maintenance through projects that will improve the trail itself and also to greenway management through the new Community Outreach & Volunteer Coordinator position. A survey through SOU is underway as of November of 2016 and if at all possible a follow up survey should be conducted in 3-4 years to measure success of the plan. Survey results and JPC input will be pertinent information to frame the next Bear Creek Greenway Management Plan- 2022-2027.

Ordinance

Second Reading Amendments to Chapter 17.05 Review Procedures



STAFF REPORT

February 23, 2017

AGENDA ITEM: File No. 16025

Second Reading to consider amendments to Chapter 17.05 Applications and Development Permit Review Procedures, adding 17.05.550 Appeal Procedure. Type II and Type III Decisions; **Applicant:** City of Central Point.

STAFF SOURCE:

Tom Humphrey AICP, Community Development Director

BACKGROUND:

In the wake of a recent appeal of a City decision to LUBA, the City Attorney noticed some unclear processes in Chapter 17.05 and recommended the City make changes to the appeal procedure for Type II and Type III land use decisions. Type II decisions are those made by the Community Development Director and appealable to the Planning Commission. Type III decisions are those made by the Commission and appealable to the City Council. Among other things the revisions offered in Attachment A; 1) provide clarity for public noticing; 2) define processing deadlines and 3) delineate the basis for which appeals may be made.

The Planning Commission recommended approval of these amendments at a public hearing on February 7, 2017. The City Council also conducted a public hearing on February 9, 2017 and there was neither opposition nor support for the changes.

ISSUES:

Confusion that may be caused by a lack of specificity or clarity results in public frustration, unnecessary processing delays and costly legal fees. The proposed amendments are intended to reduce if not eliminate the issues cited above.

EXHIBITS/ATTACHMENTS:

Attachment "A" – Ordinance No. ____ An Ordinance Amending Central Point Municipal Code Chapter 17 Zoning Section 17.05 Adding 17.05.550 Making Changes To The Appeal Procedure For Type II And Type III Land Use Decisions

ACTION:

Consider the proposed amendment to the municipal code, and 1) approve the ordinance; 2) approve the ordinance with revisions; 3) deny the ordinance amendment.

RECOMMENDATION:

Approve Ordinance No. ____ An Ordinance Amending Central Point Municipal Code Chapter 17 Zoning Section 17.05 Adding 17.05.550 Making Changes To The Appeal Procedure For Type II And Type III Land Use Decisions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CENTRAL POINT MUNICIPAL CODE CHAPTER 17 ZONING SECTION 17.05 ADDING 17.05.550 MAKING CHANGES TO THE APPEAL PROCEDURE FOR TYPE II AND TYPE III LAND USE DECISIONS.

RECITALS:

- A. Words ~~lined through~~ are to be deleted and **words in bold** are added.
- B. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- C. On February 7, 2017, the Central Point Planning Commission recommended approval of code amendments to CPMC Chapter 17.05 – Applications and Development Permit Review Procedures making changes to the appeal procedure for Type II and Type III land use decisions.
- D. On February 9, 2017, the City of Central Point City Council held a property advertised public hearing; reviewed the Staff Report and findings; heard testimony and comments, and deliberated on approval of the Municipal Code Amendment.

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. Amendments to Section 17.05 adds a section to the zoning code that singles out appeal procedure as its own category

Chapter 17.05

APPLICATIONS AND DEVELOPMENT PERMIT REVIEW PROCEDURES

Sections:

[17.05.100 Purpose and applicability of review procedures.](#)

[17.05.200 Type I procedure.](#)

[17.05.300 Type II procedure.](#)

[17.05.400 Type III procedure.](#)

[17.05.500 Type IV procedure.](#)

17.05.550 Appeal Procedure.

[17.05.600 General procedural provisions.](#)

[17.05.700 Expedited land divisions.](#)

[17.05.800 Reserved.](#)

[17.05.900 Traffic impact analysis.](#)

SECTION 2. Amendments to Title 17.05.100 clarifies purpose and applicability of review procedures for Type II procedures.

17.05.100 Purpose and applicability of review procedures.

A. Purpose. The purpose of this chapter is to establish standard decision-making procedures that will enable the city, the applicant, and the public to review development permit applications and participate in the local decision-making process in a timely and effective way consistent with the citizen's involvement element of the comprehensive plan. Table 17.05.1 provides a key to identify the review procedures, applicable regulations, and the approving authority for development permit applications.

B. Applicability of Review Procedures. All development permit applications identified in Table 17.05.1 shall be decided by using the appropriate procedures contained in this chapter. The procedural "type" assigned to each development permit application governs the decision-making process for that permit. There are four "types" of procedures: Type I, II, III, and IV, which are described as follows:

1. Type I. Type I procedures apply to administrative decisions made by the community development director or designee without public notice and without a public hearing. Type I procedures are used only when there are clear and objective approval standards and criteria, the application of which does not require the use of discretion.

A Type I decision is the city's final decision. There are no appeals to a Type I procedural decision.

2. Type II. Type II procedures apply to administrative decisions that involve clear and objective approval standards and criteria the application of which requires the use of limited discretion. Type II decisions are made by the community development director or designee with public notice, and an opportunity for a public hearing if appealed. The appeal of a Type II decision is treated as a Type III procedure, except that the ~~scope of the hearing is limited as provided in subsection (B)(3) of this section, and is considered the city's final decision.~~ **appeal is to the Planning Commission, which is the final decision of the city.**

3. Type III. Type III procedures are quasi-judicial decisions that involve the application of existing policies. Type III decisions generally use discretionary approval criteria, and do not have a significant effect beyond the immediate area of the application. Type III decisions are based on special studies or other information which will serve as the factual basis to support the decision. Type III decisions, when made by the planning commission, may be appealed to the city council.

4. Type IV Procedure. Type IV decisions are legislative decisions that establish by law general policies and regulations for future land use decisions, such as the adoption or revision of the comprehensive plan, and revisions to the zoning and the land division ordinance that have widespread and significant impact beyond the immediate area, i.e., quantitative changes producing large volumes of traffic, or a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or many different ownerships. Unless otherwise noted, all Type IV decisions are considered initially by the citizens advisory committee and the planning commission, with final decisions made by the city council.

Table 17.05.1 provides a key to identify the review procedure for each land development permit.

TABLE 17.05.1				
LAND DEVELOPMENT PERMIT*	PROCEDURAL TYPE	APPLICABLE REGULATIONS	APPROVING AUTHORITY	120-DAY RULE
Annexation				
Quasi-Judicial	Type III	Chapter 1.20	City Council	No
Legislative	Type IV	Chapter 1.20	City Council	No
Comprehensive Plan & UGB Amendments				
Major	Type IV	Chapter 17.96	City Council	No
Minor	Type III	Chapter 17.96	City Council	No
Conditional Use Permit	Type III	Chapter 17.76	Planning Commission	Yes
Conversion Plan	Type II	Chapter 16.32	Director	Yes
Extensions				
Type I Procedures	Type I	Section 17.05.200(G)	Director	Yes
Type II Procedures	Type II	Section 17.05.300(H)	Director	Yes

TABLE 17.05.1

LAND DEVELOPMENT PERMIT*	PROCEDURAL TYPE	APPLICABLE REGULATIONS	APPROVING AUTHORITY	120-DAY RULE
Home Occupation	Type I	Section 17.60.190	Director	Yes
Land Division				
Tentative Plan, Partition	Type II	Chapter 16.36	Director	Yes
Tentative Plan, Subdivision	Type III	Chapter 16.10	Planning Commission	Yes
Final Plat	Type I	Chapter 16.12	Director	No
Property Line Adjustment/Consolidation	Type I	Chapter 16.10	Director	Yes
Modification of Approval				
Major	Type III	Section 17.09.300	Planning Commission	Yes
Minor	Type II	Section 17.09.400	Director	Yes
Nonconforming Use Designation	Type III	Section 17.56.040	Planning Commission	No
Planned Unit Development	Type III	Chapter 17.68	Planning Commission	Yes
Right-of-Way Vacation	Type III IV	Chapter 12.28	City Council	No
Site Plan and Architectural Review				
Minor	Type I	Chapter 17.72	Director	Yes
Major	Type II	Chapter 17.72	Director	Yes
TOD District/Corridor Master Plan	Type III	Chapter 17.66	Planning Commission	Yes
Tree Removal	Type II	Chapter 12.36	Director	Yes
Variance				
Class A	Type II	Section 17.13.300	Director	Yes
Class B	Type III	Section 17.13.400	Planning Commission	Yes
Class C	Type III	Section 17.13.500	Planning	Yes

TABLE 17.05.1				
LAND DEVELOPMENT PERMIT*	PROCEDURAL TYPE	APPLICABLE REGULATIONS	APPROVING AUTHORITY	120-DAY RULE
			Commission	
Zoning Map and Zoning and Land Division Code Text Amendments				
Minor	Type III	Chapter 17.10	City Council	Yes
Major	Type IV	Chapter 17.10	City Council	No

* An applicant may be required to obtain approvals from other agencies, such as the Oregon Department of Transportation, or Rogue Valley Sewer. The city may notify other agencies of applications that may affect their facilities or services.

(Ord. 1989 §1(part), 2014; Ord. 1941 §§1, 2, 3, 2010; Ord. 1874 §1(part), 2006).

SECTION 3. Amendments to Title 17.05.300 clarifies noticing, statement of issues and timelines for Type II procedure.

17.05.300 Type II procedure.

A. Pre-Application Conference. A pre-application conference is optional for a Type II permit application. The requirements and procedures for a pre-application conference are described in Section [17.05.600\(C\)](#).

B. Application Requirements.

1. Application Forms. Type II applications shall be made on forms provided by the planning department for the land development permit requested.

2. Submittal Requirements. A Type II permit application shall include:

a. The information requested on the application form;

b. Findings addressing the applicable regulations per Table 17.05.1. Note: At the discretion of the community development director, additional information may be required during the application process;

c. One set of pre-addressed mailing labels for all real property owners of record who will receive a notice of the application as required in subsection C of this section. The records of the Jackson County assessor's office are the official records for determining ownership. The applicant shall produce the notice list using the most current Jackson County assessor's real property assessment records to produce the notice list. The city shall mail the notice of application; and

d. The required fee.

3. Notice of Acceptance. Within fourteen days of submittal, the community development director or designee shall notify the applicant in writing of:

a. The procedural type used for the application. In some circumstances, a Type II application may be referred to a Type III procedure. When such a referral is made, it shall be made at the time of notice of acceptance, after which the application shall be processed as a Type III application. When a Type II application is referred to a Type III application, no new application is required; and

b. Acceptance of the application; or

c. Non acceptance of the application with an itemization of the deficiencies and deadline for correction of the deficiencies.

C. Notice of Application for Type II Decision.

~~1. Before making a Type II decision, the community development director or designee shall mail notice to:~~

~~a. All owners of record of real property within a minimum of one hundred feet of the exterior boundaries of the subject site;~~

~~b. All city recognized neighborhood groups or associations whose boundaries include the site;~~

~~c. Any person who submits a written request to receive a notice; and~~

d. 1. No less than 20 days before the community development director makes a decision, written notice of the application shall be mailed to all of the following:

a. Applicant;

b. Owners of record of the subject property;

c. Owners of record within a minimum of one hundred feet of the exterior boundaries of the site;

d. All city-recognized neighborhood groups or associations whose boundaries include the site;

e. Any person who submits a written request to receive a notice; and

f. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with the city. The city may notify other affected agencies. The city shall notify the county or ODOT, and the rail authority, when there is a proposed development abutting or within one hundred feet of an affected transportation facility and allow the agency to review, comment on, and suggest conditions of approval for the application.

2. **The notice of a pending Type II administrative decision application shall include:**

~~a. Provide a fourteen-day period for submitting written comments before a decision is made on the permit;~~

a. The street address or other easily understood reference to the site;

~~b. List~~ **The relevant approval criteria by name and number of code sections;**

~~c. State~~ **The place, date and time the comments are due, and the person to whom the comments should be addressed;**

~~d. Include the name and telephone number of a contact person regarding the administrative decision;~~

d. A description of the proposal and identification of the specific permits or approvals requested;

e. A statement of the issues that may provide the basis for an appeal to the Land Use Board of Appeals must be raised in writing and with sufficient specificity to enable the decision maker to respond to the issue;

f. The name and phone number of a city contact person;

g. A brief summary of the local decision making process for the decision being made;

~~g. State that, if any person fails to address the relevant approval criteria with enough detail, they may not be able to appeal to the land use board of appeals or circuit court on that issue and that only comments on relevant approval criteria are considered relevant evidence;~~

h. State **A statement** that all evidence relied upon by the community development director or designee to make this decision is in the public record, available for public review. Copies of this evidence may be obtained at a reasonable cost from the city;

i. State **A statement** that, after the comment period closes, the community development director or designee shall issue a Type II administrative decision, and that the decision shall be mailed to the applicant and to anyone else who submitted written comments or who is otherwise legally entitled to notice; **and**

j. Contain the following notice:

Notice to mortgagee, lien holder, vendor, or seller: The City of Central Point Land Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

3. The notice shall allow a 14-day period for the submission of written comments, starting from the date of mailing. All comments must be received by the city by 5:00p.m. on that 14th-day.

D. Administrative Decision Requirements. The community development director or designee shall make a Type II written decision addressing all of the relevant approval criteria and standards. Based upon the criteria and standards, and the facts contained within the record, the community development director or designee shall approve, approve with conditions, or deny the requested permit or action.

E. Notice of Decision.

1. Within five days after the community development director or designee signs the decision, a notice of decision shall be sent by mail to:

a. The applicant and all owners or contract purchasers of record of the site that is the subject of the application;

b. Any person who submitted a written request to receive notice, or provides comments during the application review period;

c. Any city-recognized neighborhood group or association whose boundaries include the site; ~~and~~

d. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with the city, and other agencies that were notified or provided comments during the application review period; **and**

e. Property owners located within 100 feet of the exterior boundaries of the subject property.

2. The community development director or designee shall cause an affidavit of mailing the notice to be prepared and made a part of the file. The affidavit shall show the date the notice was mailed and shall demonstrate that the notice was mailed to the parties above and was mailed within the time required by law.

3. The Type II notice of decision shall contain:

a. A description of the applicant's proposal and the city's decision on the proposal (i.e., may be a summary);

b. The address or other geographic description of the property proposed for development, including a map of the property in relation to the surrounding area, where applicable;

c. A statement of where a copy of the city's decision, and the complete planning file may be reviewed and the name and contact number of the city staff to contact about reviewing the file;

d. The date the decision shall become final, unless appealed;

e. A statement that ~~all persons entitled to notice~~ only **the applicant and persons who submitted comments prior to the comment deadline** may appeal the decision; and

f. A statement briefly explaining how to file an appeal, the deadline for filing an appeal, and where to obtain further information concerning the appeal process.

F. Effective Date. A Type II decision is final for purposes of appeal when the notice of decision per subsection E of this section is mailed by the city and becomes effective ten days from the date of mailing of the notice of decision. If an appeal is filed within the ten-day period, the decision does not become effective until the appeal is decided. **Appeal process is governed by Section 17.05.550.**

G. Appeal. A Type II decision ~~may be appealed to the planning commission as follows:~~

~~1. Who May Appeal. The following people have legal standing to appeal a Type II decision:~~

- a. ~~The applicant or owner of the subject property;~~
- b. ~~Any person who was entitled to written notice of the Type II decision;~~
- c. ~~Any other person who participated in the proceeding by submitting written comments.~~

~~2. Appeal Filing Procedure.~~

~~a. Notice of Appeal. Any person with standing to appeal, as provided in subsection (G)(1) of this section, may appeal a Type II decision by filing a notice of appeal according to the following procedures;~~

~~b. Time for Filing. A notice of appeal shall be filed with the community development director or designee within ten days from the date the notice of decision was mailed;~~

~~c. Content of Notice of Appeal. The notice of appeal shall contain:~~

~~i. An identification of the decision being appealed, including the date of the decision;~~

~~ii. A statement demonstrating the person filing the notice of appeal has standing to appeal;~~

~~iii. A statement explaining the specific issues being raised on appeal;~~

~~iv. If the appellant is not the applicant, a statement demonstrating that the appeal issues were raised during the comment period; and~~

~~v. The applicable filing fee.~~

~~3. Scope of Appeal. The appeal of a Type II decision by a person with standing shall be a hearing before the planning commission. The appeal shall be limited to the application materials, evidence and other documentation, and specific issues raised in the Type II review.~~

~~4. Appeal Procedures. Type III notice, hearing procedures, and decision process shall be used for all Type II appeals, as provided in Sections [17.05.400](#)(C) through (E).~~

~~5. Final Decision. The decision of the planning commission regarding an appeal of a Type II decision is the final decision of the city.~~

H.G. Extensions. The community development director shall, upon written request by the applicant and payment of the required fee, grant a written one-year extension of the original or last extension approval period, provided:

1. The land development permit authorizes extensions;
2. No changes are made to the original application as approved by the city;
3. There have been no changes in the zoning, land division code, or applicable comprehensive plan provisions on which the approval was based. In the case where the plan conflicts with a code or comprehensive plan change, the extension shall be either:
 - a. Denied; or
 - b. At the discretion of the community development director, the request for extension may be re-reviewed as a modification per Section [17.09.300](#);
4. The extension request is filed on or before the expiration of the original or latest extension approval per subsection F of this section;
5. If the time limit expired and no extension request has been filed, the application shall be void. (Ord. 1989 §1(part), 2014; Ord. 1874 §1(part), 2006).

SECTION 4. Amendments to Title 17.05.400 clarifies noticing, statement of issues and timelines for Type III procedure.

17.05.400 Type III procedure.

A. Pre-Application Conference. A pre-application conference is required for all Type III applications. The requirements and procedures for a pre-application conference are described in Section [17.05.600](#)(C).

B. Application Requirements.

1. Application Forms. Type III applications shall be made on forms provided by the community development director or designee for the land development permit requested.
2. Submittal Requirements. When a Type III application is required, it shall include:
 - a. A completed application form with required attachments;

b. One copy of a narrative statement (findings and conclusions) that explains how the application satisfies each and all of the relevant criteria and standards in sufficient detail for review and decision-making. Note: Additional information may be required under the specific applicable regulations for each approval as referenced in Table 17.05.1;

c. The required fee; and

d. One set of pre-addressed mailing labels for all real property owners of record who will receive a notice of the application as required in subsection C of this section. The records of the Jackson County assessor's office are the official records for determining ownership. The applicant shall produce the notice list using the most current Jackson County assessor's real property assessment records to produce the notice list. The city shall mail the notice of application. The failure of a property owner to receive notice as provided in subsection C of this section shall not invalidate such proceedings provided the city can demonstrate by affidavit that such notice was given.

C. Notification Requirements.

1. Mailed Notice. The city shall mail the notice of the Type III hearing. Notice of a Type III hearing shall be given by the community development director or designee in the following manner:

a. At least twenty days before the hearing date, or if two or more hearings are allowed, ten days before the first hearing, notice shall be mailed to:

i. The applicant and all owners or contract purchasers of record of the property on the most recent property tax assessment roll that is the subject of the application;

ii. All property owners of record on the most recent property tax assessment roll within one hundred feet of the site, including tenants of a mobile home or manufactured dwelling park;

iii. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with the city. The city may notify other affected agencies. The city shall notify the county road authority, or ODOT, and rail authority for applications that are abutting or affecting their transportation facility and allow the agency to review, comment on, and suggest conditions of approval for the application;

iv. Owners of airports in the vicinity shall be notified of a proposed zone change in accordance with ORS [227.175](#);

v. Any neighborhood or community organization recognized by the city council and whose boundaries include the property proposed for development;

vi. Any person who submits a written request to receive notice;

vii. ~~For appeals, the appellant and all persons who provided testimony in the original decision;~~
~~and~~

~~viii.~~ At the applicant's discretion, notice may also be provided to the Department of Land Conservation and Development.

b. The community development director or designee shall prepare an affidavit of notice and the affidavit shall be made a part of the file. The affidavit shall state the date that the notice was mailed to the persons who were sent notice.

2. Content of Notice. Notice of a Type III hearing shall be mailed per subsection C of this section and shall contain the following information:

a. An explanation of the nature of the application and the proposed land use or uses that could be authorized for the property;

b. The applicable criteria and standards from the zoning and subdivision code and comprehensive plan that apply to the application;

c. The street address or other easily understood geographical reference to the subject property;

d. The date, time, and location of the public hearing;

e. A statement that the failure to raise an issue in person, or in writing at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue prior to the close of the final hearing means that an appeal based on that issue cannot be raised at the State Land Use Board of Appeals;

f. The name of a city representative to contact and the telephone number and email address where additional information on the application may be obtained;

g. A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at the city of Central Point City Hall at no cost and that copies shall be provided at a reasonable cost;

h. A statement that a copy of the city's staff report and recommendation to the hearings body shall be available for review at no cost at least seven days before the hearing, and that a copy shall be provided on request at a reasonable cost;

i. A general explanation of the requirements to submit testimony, and the procedure for conducting public hearings; and

j. The following notice:

Notice to mortgagee, lien holder, vendor, or seller: The City of Central Point Land Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

D. Conduct of the Public Hearing.

1. At the commencement of the hearing, the hearings body shall state to those in attendance:

a. The applicable approval criteria and standards that apply to the application or appeal;

b. A statement that testimony and evidence shall be directed at the approval criteria described in the staff report, or other criteria in the comprehensive plan or land use regulations that the person testifying believes to apply to the decision;

c. A statement that failure to raise an issue with sufficient detail to give the hearings body and the parties an opportunity to respond to the issue means that no appeal may be made to the State Land Use Board of Appeals on that issue;

d. Before the conclusion of the first evidentiary hearing, any participant may ask the hearings body for an opportunity to present additional relevant evidence or testimony that is within the scope of the hearing. The hearings body shall grant the request by scheduling a date to finish the hearing (a “continuance”) per subsection (D)(2) of this section, or by leaving the record open for additional written evidence or testimony per subsection (D)(3) of this section.

2. If the hearings body grants a continuance, the hearing shall be continued to a date, time, and place at least seven days after the date of the first evidentiary hearing. An opportunity shall be provided at the second hearing for persons to present and respond to new written evidence and oral testimony. If new written evidence is submitted at the second hearing, any person may request, before the conclusion of the second hearing, that the record be left open for at least seven additional days, so that they can submit additional written evidence or testimony in response to the new written evidence.

3. If the hearings body leaves the record open for additional written evidence or testimony, the record shall be left open for at least seven days after the hearing. Any participant may ask the city in writing for an opportunity to respond to new evidence submitted during the period that the record was left open. If such a request is filed, the hearings body shall reopen the record to allow rebuttal evidence.

- a. If the hearings body reopens the record to admit new evidence or testimony, any person may raise new issues that relate to that new evidence or testimony;
- b. An extension of the hearing or record for a ~~limited land use granted~~ **Type III Application** pursuant to this subsection D is subject to the limitations of ORS [227.178](#) (“one-hundred-twenty-day rule”), unless the continuance or extension is requested or agreed to by the applicant;
- c. If requested by the applicant, the hearings body shall allow the applicant at least seven days after the record is closed to all other parties to submit final written arguments in support of the application, unless the applicant expressly waives this right. The applicant’s final submittal shall be part of the record but shall not include any new evidence. For limited land use decisions, the seven-day period shall not be subject to the limitations of ORS [227.178](#) and [227.179](#);
- d. The record shall contain all testimony and evidence that is submitted to the city and that the hearings body has not rejected;
- e. In making its decision, the hearings body may take official notice of facts not in the hearing record (e.g., local, state, or federal regulations; previous city decisions; case law; ~~staff reports~~). The review authority must announce its intention to take notice of such facts in its deliberations, and allow persons who previously participated in the hearing to request the hearing record be reopened, if necessary, to present evidence concerning the noticed facts;
- f. The city shall retain custody of the record until the city issues a final decision and all appeal deadlines have passed.

4. Participants in a ~~Type III~~ **quasi-judicial** hearing are entitled to an impartial review authority as free from potential conflicts of interest and prehearing ex parte contacts (see subsection (D)(5) of this section) as reasonably possible. However, the public has a countervailing right of free access to public officials. Therefore:

- a. At the beginning of the public hearing, hearings body members shall disclose the substance of any prehearing ex parte contacts (as defined in subsection (D)(5) of this section) concerning the application or appeal. He or she shall also state whether the contact has impaired their impartiality or their ability to vote on the matter and shall participate or abstain accordingly. Hearing participants shall be entitled to question hearing body members as to ex parte contacts and to object to their participation as provided in subsection (D)(5)(b) of this section;
- b. A member of the hearings body shall not participate in any proceeding in which they, or any of the following, has a direct or substantial financial interest: their spouse, brother, sister, child, parent, father-in-law, mother-in-law, partner, any business in which they are then serving or have served within the previous two years, or any business with which they are negotiating for or have

an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the hearing where the action is being taken;

c. Disqualification of a member of the hearings body due to contacts or conflict may be ordered by a majority of the members present and voting. The person who is the subject of the motion may not vote on the motion to disqualify;

d. If all members of the hearings body abstain or are disqualified, the city council shall be the hearing body. If all members of the city council abstain or are disqualified, a quorum of those members present who declare their reasons for abstention or disqualification shall be requalified to make a decision;

e. Any member of the public may raise conflict of interest issues prior to or during the hearing, to which the member of the hearings body shall reply in accordance with this section.

5. Ex Parte Communications.

a. Members of the hearings body shall not:

i. Communicate directly or indirectly with any applicant, appellant, other party to the proceedings, or representative of a party about any issue involved in a hearing without giving notice per subsection (C) of this section;

ii. Take official notice of any communication, report, or other materials outside the record prepared by the proponents or opponents in connection with the particular case, unless all participants are given the opportunity to respond to the noticed materials.

b. No decision or action of the hearings body shall be invalid due to ex parte contacts or bias resulting from ex parte contacts, if the person receiving contact:

i. Places in the record the substance of any written or oral ex parte communications concerning the decision or action; and

ii. Makes a public announcement of the content of the communication and of all participants' right to dispute the substance of the communication made. This announcement shall be made at the first hearing following the communication during which action shall be considered or taken on the subject of the communication.

c. A communication between city staff and the hearings body is not considered an ex parte contact.

6. Presenting and Receiving Evidence.

- a. The hearings body may set reasonable time limits for oral presentations and may limit or exclude cumulative, repetitious, irrelevant or personally derogatory testimony or evidence;
- b. No oral testimony shall be accepted after the close of the public hearing. Written testimony may be received after the close of the public hearing only as provided in subsection (D)(3) of this section;
- c. Members of the hearings body may visit the property and the surrounding area, and may use information obtained during the site visit to support their decision, if the information relied upon is disclosed at the beginning of the hearing and an opportunity is provided to dispute the evidence under subsection (D)(5)(b) of this section.

E. The Decision Process.

1. **Basis for Decision.** Approval or denial of a Type III application shall be based on standards and criteria in the development code. The standards and criteria shall relate approval or denial of a discretionary development permit application to the development regulations and, when appropriate, to the comprehensive plan for the area in which the development would occur and to the development regulations and comprehensive plan for the city as a whole;
2. **Findings and Conclusions.** Approval or denial shall be based upon the criteria and standards considered relevant to the decision. The written decision shall explain the relevant criteria and standards, state the facts relied upon in rendering the decision, and justify the decision according to the criteria, standards, and facts;
3. **Form of Decision.** The hearings body shall issue a ~~final written order~~ **decision** containing the findings and conclusions stated in subsection (E)(2) of this section, which either approves, denies, or approves with specific conditions. The hearings body may also issue appropriate intermediate rulings when more than one permit or decision is required;
4. **Decision-Making Time Limits.** ~~A final written order~~ **The written decision** for any Type III action **(including an appeal from a Type II decision)** shall be filed with the community development director or designee within ten days after the close of the deliberation;
5. **Notice of Decision.** Written notice of a Type III decision shall be mailed to the applicant and to all participants of record within ten days after the hearings body decision. Failure of any person to receive mailed notice shall not invalidate the decision; provided, that a good faith attempt was made to mail the notice.
6. **Final Decision and Effective Date.** The decision of the hearings body on any Type III application is final for purposes of appeal on the date it is mailed by the city. The decision is effective on the day after the **local** appeal period expires. If an appeal of a Type III decision is

filed, the decision becomes effective on the day after the **local** appeal is decided by the city council **hearings body**. **Appeal process is governed by Section 17.05.550**. An appeal of a land use decision to the State Land Use Board of Appeals must be filed within twenty-one days after the city council's written decision is mailed by the city.

~~F. Appeal. A Type III decision made by the planning commission may be appealed to the city council as follows:~~

~~1. Who May Appeal. The following people have legal standing to appeal a Type III decision:~~

- ~~a. The applicant or owner of the subject property;~~
- ~~b. Any person who was entitled to written notice of the Type III decision;~~
- ~~c. Any other person who participated in the proceeding by submitting written comments.~~

~~2. Appeal Filing Procedure.~~

~~a. Notice of Appeal. Any person with standing to appeal, as provided in subsection (F)(1) of this section, may appeal a Type III decision by filing a notice of appeal according to the following procedures;~~

~~b. Time for Filing. A notice of appeal shall be filed with the community development director or designee within ten days of the date the notice of decision was mailed;~~

~~c. Content of Notice of Appeal. The notice of appeal shall contain:~~

~~i. An identification of the decision being appealed, including the date of the decision;~~

~~ii. A statement demonstrating the person filing the notice of appeal has standing to appeal;~~

~~iii. A statement explaining the specific issues being raised on appeal;~~

~~iv. If the appellant is not the applicant, a statement demonstrating that the appeal issues were raised during the comment period; and~~

~~v. The applicable filing fee.~~

~~3. Scope of Appeal. The appeal of a Type III decision is limited to the issues and evidence in the record before the hearing body.~~

~~4. Appeal Procedures. Type III notice, hearing procedure and decision process shall also be used for all Type III appeals, as provided in subsections C through E of this section;~~

~~5. Final Decision. The decision of the city council regarding an appeal of a Type III decision is the final decision of the city.~~

G.F Extensions. The community development director shall, upon written request by the applicant and payment of the required fee, grant a written one-year extension of the original or last extension approval period, provided:

1. The land development permit authorizes extensions;
2. No changes are made to the original application as approved by the city;
3. There have been no changes in the zoning, land division code, or applicable comprehensive plan provisions on which the approval was based. In the case where the plan conflicts with a code or comprehensive plan change, the extension shall be either:
 - a. Denied; or
 - b. At the discretion of the community development director, the request for extension may be re-reviewed as a modification per Section [17.09.400](#);
4. The extension request is filed on or before the expiration of the original or latest extension approval per subsection (E)(6) of this section;
5. If the time limit expired and no extension request has been filed, the application shall be void. (Ord. 1989 §1(part), 2014; Ord. 1874 §1(part), 2006).

SECTION 5. Amendments to Title 17.05.500 are not necessary as there is no change for Type IV procedure

17.05.500 Type IV procedure.

A. Pre-Application Conference. A pre-application conference is required for all Type IV applications initiated by a party other than the city of Central Point. The requirements and procedures for a pre-application conference are described in Section [17.05.600\(C\)](#).

B. Timing of Requests. Acceptance timing varies for Type IV applications (see Table 17.05.1 for applicable section reference).

C. Application Requirements.

1. Application Forms. Type IV applications shall be made on forms provided by the community development director or designee.

2. Submittal Information. The application shall contain:

a. The information requested on the application form;

b. A map and/or plan addressing the appropriate criteria and standards in sufficient detail for review and decision (as applicable);

c. The required fee; and

d. One copy of a letter or narrative statement (findings and conclusions) that explains how the application satisfies each and all of the relevant approval criteria and standards applicable to the specific Type IV application.

D. Notice of Hearing.

1. Required Hearings. A minimum of two hearings, one before the planning commission and one before the city council, are required for all Type IV applications.

2. Notification Requirements. Notice of public hearings shall be given by the community development director or designee in the following manner:

a. At least ten days, but not more than forty days, before the date of the first hearing, a notice shall be mailed to:

i. Any affected governmental agency;

ii. Any person who requests notice in writing;

b. At least ten days before the first public hearing date, and fourteen days before the city council hearing date, public notice shall be published in a newspaper of general circulation in the city.

c. The community development director or designee shall:

i. For each mailing of notice, file an affidavit of mailing in the record as provided by subsection (D)(2)(a) of this section; and

ii. For each published notice, file in the record the affidavit of publication in a newspaper that is required in subsection (D)(2)(b) of this section.

d. The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed comprehensive plan and development code amendments within the time period prescribed by DLCD. The notice to DLCD shall include a DLCD certificate of mailing.

3. Content of Notices. The mailed and published notices shall include the following information:

a. The number and title of the file containing the application, and the address and telephone number of the community development director or designee's office where additional information about the application can be obtained;

b. The proposed site location, if applicable;

c. A description of the proposal in enough detail for people to determine what change is proposed, and the place where all relevant materials and information may be obtained or reviewed;

d. The time(s), place(s), and date(s) of the public hearing(s); a statement that public oral or written testimony is invited; and a statement that the hearing will be held under this title and rules of procedure adopted by the council and available at City Hall (see subsection E of this section).

E. Hearing Process and Procedure--Conduct of Public Hearing.

1. Unless otherwise provided in the rules of procedure adopted by the city council:

a. The presiding officer of the planning commission and of the city council shall have the authority to:

i. Regulate the course, sequence, and decorum of the hearing;

ii. Direct procedural requirements or similar matters;

iii. Impose reasonable time limits for oral presentations; and

iv. Waive the provisions of this chapter so long as they do not prejudice the substantial rights of any party.

b. No person shall address the commission or the council without:

i. Receiving recognition from the presiding officer; and

ii. Stating his or her full name and address.

c. Disruptive conduct such as applause, cheering, or display of signs shall be cause for expulsion of a person or persons from the hearing, termination or continuation of the hearing, or other appropriate action determined by the presiding officer.

2. Unless otherwise provided in the rules of procedures adopted by the council, the presiding officer of the commission and of the council shall conduct the hearing as follows:

a. The presiding officer shall begin the hearing with a statement of the nature of the matter before the body, a general summary of the procedures, a summary of the standards for decision-making, and whether the decision which will be made is a preliminary decision, such as a recommendation to the city council, or the final decision of the city;

b. The community development director or designee's report and other applicable staff reports shall be presented;

c. The public shall be invited to testify;

d. The public hearing may be continued to allow additional testimony or it may be closed; and

e. The body's deliberation may include questions to the staff, comments from the staff, and inquiries directed to any person present.

F. Continuation of the Public Hearing. The planning commission or the city council may continue any hearing, and no additional notice of hearing shall be required if the matter is continued to a specified place, date, and time.

G. Decision-Making Criteria Decision Process. The recommendations by the citizens advisory committee, the planning commission and the decision by the city council shall be based on the applicable criteria as ~~referenced in Table 17.05.1.~~

H. Approval Process and Authority.

1. The citizens advisory committee and planning commission shall:

a. The citizens advisory committee: after notice and discussion at a public meeting, vote on and prepare a recommendation to the city council to approve, approve with modifications, approve with conditions, deny the proposed change, or adopt an alternative; and

b. The planning commission: after notice and a public hearing, vote on and prepare a recommendation to the city council to approve, approve with modifications, approve with conditions, deny the proposed change, or adopt an alternative; and

c. Within ten days of adopting a recommendation, the presiding officer shall sign the written recommendation, and it shall be filed with the community development director or designee.

2. Any member of the citizens advisory committee or planning commission who votes in opposition to the majority recommendation may file a written statement of opposition with the community development director or designee before the council public hearing on the proposal. The community development director or designee shall send a copy to each council member and place a copy in the record;

3. If the citizens advisory committee or planning commission does not adopt a recommendation to approve, approve with modifications, approve with conditions, deny the proposed change, or adopt an alternative proposal within sixty days of its first public hearing on the proposed change, the community development director or designee shall:

a. Prepare a report to the city council on the proposal, including noting the citizens advisory committee's or planning commission's actions on the matter, if any; and

b. Provide notice and put the matter on the city council's agenda for the city council to hold a public hearing and make a decision. No further action shall be taken by the citizens advisory committee or planning commission.

4. The city council shall:

a. Consider the recommendation of the citizens advisory committee and planning commission; however, the city council is not bound by the committee's or the commission's recommendation;

b. Approve, approve with modifications, approve with conditions, deny, or adopt an alternative to an application for legislative change, or remand the application to the planning commission for rehearing and reconsideration on all or part of the application; and

c. If the application is approved, the council shall act by ordinance, which shall be signed by the mayor after the council's adoption of the ordinance.

I. Vote Required for a Legislative Change.

1. A vote by a majority of the qualified voting members of the citizens advisory committee present is required for a recommendation for approval, approval with modifications, approval with conditions, denial or adoption of an alternative.

2. A vote by a majority of the qualified voting members of the planning commission present is required for a recommendation for approval, approval with modifications, approval with conditions, denial or adoption of an alternative.

3. A vote by a majority of the qualified members of the city council present is required to decide any motion made on the proposal.

J. Notice of Decision. Notice of a Type IV decision shall be mailed to the applicant, all participants of record, and the Department of Land Conservation and Development, within five days after the city council decision is filed with the community development director or designee.

K. Final Decision and Effective Date. A Type IV decision, if approved, shall take effect and shall become final as specified in the enacting ordinance, or if not approved, upon the date of mailing of the notice of decision to the applicant.

L. Record of the Public Hearing.

1. A verbatim record of the proceeding shall be made by stenographic, mechanical, or electronic means. It is not necessary to transcribe an electronic record. The minutes and other evidence presented as a part of the hearing shall be part of the record;

2. All exhibits received and displayed shall be marked to provide identification and shall be part of the record;

3. The official record shall include:

a. All materials considered and not rejected by the hearings body;

b. All materials submitted by the community development director or designee to the hearings body regarding the application;

c. The verbatim record made by the stenographic, mechanical, or electronic means; the minutes of the hearing; and other documents considered;

d. The final decision;

e. All correspondence; and

f. A copy of the notices that were given as required by this chapter. (Ord. 1989 §1(part), 2014; Ord. 1874 §1(part), 2006).

SECTION 6. Amendments to Title 17.05.550 adds new section for Type II and Type III procedure.

17.05.550 Appeal procedure – Type II and Type III decisions.

A. Appeal. Type II decisions may be appealed to the planning commission. Type III decisions may be appealed to the City Council. All such appeals are subject to the following:

1. Who May Appeal. The following people have legal standing to appeal a Type II and/or Type III decision:

a. The applicant or owner of the subject property;

b. Any person who participated in the proceeding by submitting timely written and/or oral comments on the record prior to the decision.

2. Appeal Filing Procedure.

a. Notice of Appeal. Any person with standing to appeal, as provided in 17.05.550(A)(1), may appeal a decision by filing a notice of appeal according to the procedures in subsections 2(b) and 2(c) below:

b. Time for Filing. A notice of appeal shall be filed with the community development director or designee within ten (10) days from the date the notice of decision was mailed;

c. Content of Notice of Appeal. The notice of appeal shall contain:

i. An identification of the decision being appealed, including the date of the decision;

ii. A statement demonstrating the person filing the notice of appeal has standing to appeal;

iii. A statement explaining the specific issues being raised on appeal. If the appellant contends that the findings of fact made by the approving authority are incorrect or incomplete, the notice shall specify the factual matters omitted or disputed. If the appellant contends that the decision is contrary to ordinance, statute or other law, such errors shall be specifically identified in the notice along with the specific grounds relied upon for review;

iv. If the appellant is not the applicant, a statement demonstrating that the appeal issues were raised in the record; and

v. The applicable filing fee.

B. Scope of Appeal. Type II and Type III appeals shall be on the record, which means the appeal is limited to the application materials, evidence, documentation, and specific issues raised in the initial proceeding. The decision maker shall not re-examine issues of fact and

shall limit its review to determining whether there is substantial evidence in the record to support the findings of the initial decision maker who heard the matter, or to determining whether errors of law were committed by such decision maker. Review shall in any event be limited to those issues set forth in the notice of appeal. The appellant is precluded from raising an issue on appeal if he or she could have raised the issue before the initial decision maker but failed to do so. Only the appellant and other parties who appeared in the initial proceedings may participate in the appeal hearing. Appellant shall make the initial presentation and shall be allowed rebuttal. Each participant in the appeal hearing shall present to the planning commission or city council, respectively, those portions of the record which the participant deems relevant to the appeal. If a party wishes the planning commission or city council, respectively, to review recorded testimony, the party shall present a written summary or transcript of such testimony to be reviewed.

C. Notice of Hearing and Staff Report

1. Upon timely receipt of the notice of appeal and filing fee, the community development director or his designee shall set the appeal for hearing before the planning commission for Type II appeals and city council for Type III appeals. The community development director or his designee shall notify the appellant and all parties who appeared in the initial proceedings of the time and place of the hearing by first class mail, enclosing a copy of the notice of appeal at least 20-calendar days before the date of the appeal hearing.

2. Not less than seven (7) calendar days before the date of the appeal hearing, the director or his designee shall prepare and make available to the public, for review and inspection, a copy of the staff report and shall provide a copy of the staff report to the planning commission or city council and to the appellant. The director shall provide a copy of the staff report to all other parties and members of the public at reasonable cost upon request.

DC. Final Decision. The reviewing body shall make a written decision which either affirms, reverses, or modifies in whole or in part the decision or any conditions of such decision, that is under review. When the hearings body modifies or renders a decision that reverses a decision of the approving authority, said hearings body shall, in its written decision, set forth its findings and state its reasons for taking the action encompassed by such decision. The decision of the planning commission regarding an appeal of a Type II decision is the final decision of the city. The decision of the city council regarding an appeal of a Type III decision is the final decision of the city.

ED. Withdrawal of an Appeal.

1. Before the close of an appeal hearing in front of any appellate decision making authority, any appellant may withdraw his appeal.

2. Withdrawal of an appeal is subject to the following:

a. The party may withdraw the appeal on its own motion, which may be submitted to the appellate decision making authority orally or in writing.

b. No part of the appeal fee will be refunded.

c. No one may re-file a withdrawn appeal.

d. Where multiple people or parties sign and file a single appeal document, all must consent to the withdrawal of the appeal.

3. In addition to all the requirements of this section, if all appeals in a matter are withdrawn, the appellate decision making authority loses jurisdiction over the action. The underlying decision is automatically re-instated under its original date of final decision.

SECTION 7. Amendments to Title 17.05.600 allows for revisions to proposals and references new section in code.

17.05.600 General procedural provisions.

A. One-Hundred-Twenty-Day Rule. In accordance with ORS [227.178](#), the city shall take final action on all land use decisions as identified in Table 17.05.1, including resolution of all appeals, within one hundred twenty days from the date the application is deemed as complete, unless the applicant requests an extension in writing. The total of all extensions may not exceed two hundred forty-five days. Any exceptions to this rule shall conform to the provisions of ORS [227.178](#).

B. Time Computation. In computing any period of time prescribed or allowed by this chapter, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

C. Pre-Application Conferences.

1. Participants. When a pre-application conference is required, the applicant shall meet with the community development director or his/her designee(s) and such other parties as the community development director deems appropriate;

2. Information Provided. At such conference, the community development director or designee shall:

a. Cite the comprehensive plan policies and map designations that appear to be applicable to the proposal;

b. Cite the ordinance provisions, including substantive and procedural requirements that appear to be applicable to the proposal;

c. Provide available technical data and assistance that will aid the applicant;

d. Identify other governmental policies and regulations that relate to the application; and

e. Reasonably identify other opportunities or constraints concerning the application.

3. Disclaimer. Failure of the community development director or designee to provide any of the information required in this subsection C shall not constitute a waiver of any of the standards, criteria or requirements for the application;

4. Changes in the Law. Due to possible changes in federal, state, regional, and local law, the applicant is responsible for ensuring that the application complies with all applicable laws.

D. Acceptance and Review of Applications.

1. Initiation of Applications.

a. Applications for approval under this chapter may be initiated by:

i. Order of city council;

ii. Resolution of the planning commission;

iii. The community development director or designee;

iv. A record owner of property (person(s) whose name is on the most recently recorded deed), or contract purchaser with written permission from the record owner.

b. Any person authorized to submit an application for approval may be represented by an agent authorized in writing to make the application on their behalf.

2. Consolidation of Proceedings. When an applicant applies for more than one type of land use or development permit (e.g., Type II and III) for the same one or more parcels of land, the proceedings may, at the option of the applicant, be consolidated for review and decision.

a. If more than one approval authority would be required to decide on the applications if submitted separately, then the decision shall be made by the respective approval authority having jurisdiction over each type procedure.

b. When proceedings are consolidated:

i. The notice shall identify each application to be consolidated;

ii. The decision on a plan map amendment shall precede the decision on a proposed land use district change and other decisions on a proposed development. Similarly, the decision on a zone map amendment shall precede the decision on a proposed development and other actions; and

iii. Separate findings shall be made for each consolidated application.

3. Check for Acceptance and Completeness. In reviewing an application for completeness, the following procedure shall be used:

a. Acceptance. When an application is received by the city, the community development director or designee shall immediately determine whether the following essential items are present. If the following items are not present, the application shall not be accepted and shall be immediately returned to the applicant:

i. The required form;

ii. The required fee;

iii. The signature of the applicant on the required form and signed written authorization of the property owner of record if the applicant is not the owner.

b. Completeness.

i. Review and Notification. After the application is accepted, the community development director or designee shall review the application for completeness. If the application is incomplete, the community development director or designee shall notify the applicant in writing of exactly what information is missing within thirty days of receipt of the application and allow the applicant one hundred eighty days to submit the missing information.

ii. Application Deemed Complete for Review. In accordance with the application submittal requirements of this chapter, the application shall be deemed complete upon the receipt by the community development director or designee of all required information. The applicant shall have the option of withdrawing the application, or refusing to submit further information and requesting that the application be processed notwithstanding any identified incompleteness. For

the refusal to be valid, the refusal shall be made in writing and received by the community development director or designee.

iii. If the applicant does not submit all of the missing information or provide written notice that no further information will be provided (whether some of the additional information has been provided or not) within one hundred eighty days of the date the initial submittal was accepted per subsection (D)(3)(a) of this section, the application is void.

iv. Standards and Criteria That Apply to the Application. Approval or denial of the application shall be based upon the standards and criteria that were applicable at the time it was first accepted, unless the application is for a change to the comprehensive plan or land use regulations.

v. Coordinated Review. The city shall also submit the application for review and comment to the city engineer, road authority, and other applicable county, state, and federal review agencies.

4. Changes or Additions to the Application. Once an application is deemed complete per subsection (D)(3)(b) of this section:

a. All documents and other evidence relied upon by the applicant shall be submitted to the community development director or designee at least seven days before the notice of action or hearing is mailed. Documents or other evidence submitted after that date shall be received by the community development director or designee, and transmitted to the hearings body, but may be too late to include with the staff report and evaluation;

b. When documents or other evidence are submitted by the applicant during the review period but after the notice of action or hearing is mailed, the assigned review person or body shall determine whether or not the new documents or other evidence submitted by the applicant significantly change the application;

c. If the assigned reviewer determines that the new documents or other evidence significantly change the application, the reviewer shall include a written determination to the approving authority that a significant change in the application has occurred as part of the decision. In the ~~alternate~~ **alternative**, the reviewer may inform the applicant either in writing, or orally at a public hearing, that such changes may constitute a significant change, and allow the applicant to withdraw the new materials submitted, in order to avoid a determination of significant change;

d. If the applicant's new materials are determined to constitute a significant change in an application that was previously deemed complete, the city shall take one of the following actions, at the choice of the applicant:

i. Suspend the existing application and allow the applicant to submit a revised application with the proposed significant changes. Before the existing application can be suspended, the applicant must consent in writing to waive the one-hundred-twenty-day rule (subsection A of this section) on the existing application for a minimum of thirty (30) days from the date of the amendment **significant change** to allow the City to reprocess the revised application. If the applicant does not consent, the city **applicant may** ~~shall~~ not select this option

ii. Declare the application, based on the significant change, a new application and reprocess **as having been refiled as a new application as of the date the significant change was submitted** accordingly; **or**

iii. Decide the application on the basis of the applicant's materials without the significant change.

e. If a new application is submitted by the applicant, that applicant shall pay the applicable application fee and shall be subject to a separate check for acceptance and completeness and will be subject to the standards and criteria in effect at the time the new application is accepted.

E. Community Development Director's Duties. The community development director or designee shall:

1. Prepare application forms based on the criteria and standards in applicable state law, the city's comprehensive plan, and implementing ordinance provisions;

2. Accept all development applications that comply with this section;

3. Prepare a staff report that summarizes the application(s) and applicable decision criteria, and provides findings of conformance and/or nonconformance with the criteria. The staff report may also provide a recommended decision of approval; denial; or approval with specific conditions that ensure conformance with the approval criteria;

4. Prepare a notice of the ~~proposal~~ **proposed** decision:

a. In the case of an application subject to a Type I or II review process, the community development director or designee shall make the staff report and all case file materials available at the time that the notice of the decision is issued;

b. In the case of an application subject to a public hearing (Type III or IV process **or a Type II review on appeal**), the community development director or designee shall make the staff report available to the public at least seven days prior to the scheduled hearing date, and make the case file materials available when notice of the hearing is mailed, as provided by Sections [17.05.300\(C\)](#) (Type II), [17.05.400\(C\)](#) (Type III), or [17.05.500\(D\)](#) (Type IV);

5. Administer the application and hearings process;
6. File notice of the final decision in the city's records and mail a copy of the notice of the final decision to the applicant, all persons who provided comments or testimony, persons who requested copies of the notice, and any other persons entitled to notice by law;
7. Maintain and preserve the file for each application for the time period required by law. The file shall include, as applicable, a list of persons required to be given notice and a copy of the notice given; the affidavits of notice, the application and all supporting information, the staff report, the final decision (including the findings, conclusions and conditions, if any), all correspondence, minutes of any meeting at which the application was considered, and any other exhibit, information or documentation which was ~~considered by the decision maker(s) on the application~~ **made part of the record**; and
8. Administer the appeals and review process.

F. Amended Decision Process.

1. The purpose of an amended decision process is to allow the community development director or designee to correct typographical errors, rectify inadvertent omissions and/or make other minor changes that do not materially alter the decision.
2. The community development director or designee may issue an amended decision after the notice of final decision has been issued but before the appeal period has expired. If such a decision is amended, the decision shall be issued within fourteen business days after the original decision would have become final, but in no event beyond the one-hundred-twenty-day period required by state law. A new ten-day appeal period shall begin on the day the amended decision is issued.
3. Notice of an amended decision shall be given using the same mailing and distribution list as for the original decision notice.
4. Modifications to approved plans or conditions of approval requested by the applicant shall follow the procedures in Chapter [17.09](#). All other changes to decisions that are not modifications under Chapter [17.09](#) shall follow the appeal process.

G. Resubmittal of Application Following Denial. An application or proposal that has been denied, or that was denied and on appeal or review has not been reversed by a higher authority, including the Land Use Board of Appeals, the Land Conservation and Development Commission or the courts, may not be resubmitted as the same or a substantially similar proposal for the same land for a period of at least twelve months from the date the final city action is made denying the

same, unless there is substantial change in the facts or a change in city policy that would change the outcome, as determined by the community development director or designee.

H. City Council Review. The city council shall have the authority to call up any Type II or Type III application for review. The decision to call up an application may occur at any time after the application is filed until the decision is otherwise final. When the city council calls up an application, the council shall, in its order of call-up, determine the procedure to be followed, including the extent of preliminary processing and the rights of the parties. At a minimum, the council shall follow the procedures in Section ~~17.05.550~~ 17.05.400(F), regarding appeals from Type III decisions. (Ord. 1989 §1(part), 2014; Ord. 1874 §1(part), 2006).

SECTION 8. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word Ordinance may be changed to “code”, “article”, “section”, “chapter”, or other word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross references and any typographical errors.

SECTION 9. Effective Date. The Central Point City Charter states that an ordinance enacted by the council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Financing of Projects



To: Honorable Mayor and City Council
From: Steve Weber, Finance Director
Date: February 15, 2017
Subject: Debt Financing Authorization

Purpose:

Adopt a resolution authorizing the financing of projects and refinancing existing borrowings.

Summary

At the December 8, 2016 City Council meeting, Council adopted Resolution No. 1481 authorizing staff to seek debt financing that would refinance the 2010 Water Reservoir loan and finance the East Pine Streetscaping Project. In working with the City's financial advisors, Public Finance Management (formerly Western Financial Group), a request for proposal (RFP) was distributed to financial institutions for a \$10 million bank placement financing on January 13, 2017. The City received the following bids by the proposal due date of February 10, 2017:

	Washington Federal	Columbia Bank	Key Bank
Rate	2.49% indicative rate, to be fixed 5 business days before closing	2.84%, rate reset at 10th year	2.93%
	2.59% fixed, for closing by March 13		3.03% (amortized 20 years), rate reset at 15th year rate for BQ or non BQ
Prepayment	permitted on or after 12/1/2026 without penalty	any interest anniversary date without penalty	2% penalty years 1-10, no penalty thereafter
Origination Fee	\$ 4,000	\$ 3,000	
Legal Fee	\$ 3,500	\$ 3,000	\$ 3,500
Total	\$ 7,500	\$ 6,000	\$ 3,500
Offer expires	2/24/2017	3/13/2017	City to accept rate by 2/17, and close by 3/9

Included with this staff report is:

1. The resolution authorizing the financing of projects and refinancing existing borrowings.
2. Draft copy of Intergovernmental Agreement (IGA) between the City of Central Point and the Central Point Development Commission.

Recommended Action:

Adopt the resolution authorizing the financing of projects and refinancing existing borrowings.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
AUTHORIZING FINANCING OF PROJECTS AND
REFINANCING OF EXISTING BORROWING.**

RECITALS:

- A. The City of Central Point, Oregon (the “City”) is authorized by Oregon Revised Statutes (“ORS”) Section 271.390 to enter into financing agreements to finance or refinance real or personal property which the City Council determines is needed, and to authorize obligations evidencing the right to receive the payments due from the City under those financing agreements; and
- B. The estimated weighted average life of a financing agreement shall not exceed the estimated dollar weighted average life of the real or personal property to be financed or refinanced by such financing agreement; and
- C. It is desirable to obtain financing in a maximum principal amount of \$10,000,000 for (1) projects described in the Downtown & East Pine Street Corridor Revitalization Plan, as it has been and may be amended (the “Urban Renewal Projects”); (2) to fund waterline improvements; and (3) to fund streetscaping projects (collectively with the waterline improvements and the Urban Renewal Projects, the “Projects”); and
- D. The Central Point Development Commission (the “Development Commission”) is projected to have sufficient tax increment revenues to pay the amounts due from the City in connection with the financing of the Urban Renewal Projects, and will enter into an intergovernmental agreement with the City to use tax increment revenues to pay those amounts; and
- E. Prior to the issuance of the financing agreement the City or the Development Commission may incur certain capital expenditures (the "Expenditures") with respect to the Projects; and
- F. The City has determined that amounts advanced to pay the Expenditures prior to the issuance of the financing agreement may be available only for a temporary period and it may be necessary to reimburse the City or the Development Commission for the Expenditures from the proceeds of the financing agreement; and
- G. The City is also authorized by ORS 287A.360 through 287A.380 to refund outstanding borrowings; and
- H. The City has its Loan Agreement for Safe Drinking Water Revolving Loan Fund, Central Point Hamerick Reservoir, Project No. S10010 (the “2010 Loan Agreement”) outstanding; and
- I. Under current market conditions refunding all or a portion of the 2010 Loan Agreement may produce debt service savings.

NOW, THEREFORE, the City of Central Point resolves as follows:

Section 1. Determination of Need.

The City Council hereby determines that the Projects are needed and that the projects financed with the 2010 Loan Agreement were needed at the time they were financed and remain needed.

Section 2. Financing Authorized for Projects.

The City Council hereby authorizes the issuance of full faith and credit financing agreements in a principal amount of not to exceed \$10,000,000 to finance the Projects and to pay costs related to the financing. The financing agreements authorized by this Section shall be executed and sold pursuant to ORS 271.390 and the relevant provisions of ORS Chapter 287A and as provided in this resolution.

Section 3. Refinancing of 2010 Loan Agreement Authorized.

The City Council hereby authorizes the issuance of full faith and credit financing agreements to refund all or any portion of the 2010 Loan Agreement that achieves debt service savings in a principal amount sufficient to prepay that portion of the 2010 Loan Agreement and to pay estimated costs related to the refunding and the financing agreements. The financing agreements authorized by this Section shall be executed and sold pursuant to ORS 271.390, ORS 287A.360 through 287A.380 and the other relevant provisions of ORS Chapter 287A and as provided in this resolution (the "Resolution").

Section 4. Delegation.

The City Manager, the Finance Director, or the person designated by either of those individuals (each of whom is referred to herein as a "City Official") is hereby authorized, on behalf of the City and without further action by the City Council, to:

- (A) Negotiate, execute and deliver one or more financing agreements (the "Financing Agreements") to accomplish the financings authorized in Section 2 and Section 3 of this Resolution. Subject to the limitations of this Resolution, the Financing Agreements may be in such form and contain such terms as the City Official may approve.
- (B) Select Washington Federal and/or another commercial bank or investor with which to negotiate, execute and deliver the Financing Agreements.
- (C) Negotiate, execute and deliver notes to evidence amounts due under the Financing Agreements.
- (D) Enter into additional covenants for the benefit of the purchasers of the Financing Agreements that the City Official determines are desirable to obtain more favorable terms for the Financing Agreements.

(E) Engage the services of municipal advisors, bond counsel, escrow agents and any other professionals whose services are desirable for the financing.

(F) Determine the final principal amount of each Financing Agreement, the interest rate or rates which each Financing Agreement shall bear, the payment dates, the City's prepayment rights and other terms of each Financing Agreement.

(G) Issue any qualifying Financing Agreement as a "tax-exempt bond" bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended (the "Code") and enter into covenants to maintain the excludability of interest on those Financing Agreements from gross income under the Code.

(H) Issue any Financing Agreement as a "taxable bond" bearing interest that is includable in gross income under the Code.

(I) Designate any qualifying Financing Agreement as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, if applicable.

(J) Select the portions of the 2010 Loan Agreement that may be refunded to obtain debt service savings (the "Refundable Loan Agreement").

(K) Provide for the call and prepayment of any portion of the Refundable Loan Agreement that is refunded and enter into related agreements and take related actions.

(L) Execute and deliver any other certificates or documents and take any other actions which the City Official determines are desirable to carry out this Resolution.

Section 5. Payments from Tax Increment Revenues.

The City Official is authorized to enter into one or more intergovernmental agreements with the Agency, under which the Agency agrees to provide tax increment revenues in sufficient amounts to pay all amounts due from the City under the Financing Agreements for Urban Renewal Projects. The intergovernmental agreements shall be in substantially the form attached to this resolution as Exhibit A, but with any changes the City Official may approve.

Section 6. Security.

The Financing Agreements may constitute unconditional obligations of the City, which are payable from all legally available funds of the City. The City Official may pledge the City's full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution pursuant to ORS 287A.315.

Section 7. Reimbursement Declaration.

The City hereby declares its official intent to reimburse itself or the Development Commission from the proceeds of the Financing Agreement for any Expenditures on the Projects. This shall serve as official action of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to

the qualification for reimbursement of Expenditures of incurred prior to the date of issue of the Financing Agreement.

Section 8. Effective Date.

This Resolution is effective immediately upon adoption.

Passed by the City Council and signed by me in authentication of its passage this 23rd day of February, 2017.

City of Central Point
Jackson County, Oregon

Hank Williams, Mayor

Attest:

Deanna Casey, City Recorder

**Exhibit A:
Form of
Intergovernmental Agreement
to Make Financing Payments**

by and between the

Central Point Development Commission, Oregon

and the

City of Central Point, Oregon

Dated as of _____, 2017

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Intergovernmental Agreement to Make Financing Payments

This Intergovernmental Agreement to Make Financing Payments is dated as of _____, 2017, and is entered into by and between the Central Point Development Commission, Oregon (the “Commission”) and the City of Central Point, Oregon (the “City”). The parties hereby agree as follows:

Section 1. Definitions and Recitals.

(1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement that are defined in this Section 1(1) shall have the following meanings:

“Area” means the Central Point Urban Renewal Area described in the Plan.

“Financing Agreement” means the Financing Agreement (Series 2017) between the City and _____ in the principal amount of \$_____ to finance the Projects, which is dated as of _____, 2017.

“Financing Payments” means the principal and interest payments the City is required to make to _____ under the Financing Agreement that are attributable to the Projects, which payments are provided in Exhibit A hereto.

“Plan” means the Downtown & East Pine Street Corridor Revitalization Plan approved by City Ordinance No. 1955, as that plan has been, and may in the future be, amended.

“Projects” means a portion of the projects described in the Plan, including East Pine Street improvements, downtown core area signals, and miscellaneous public works projects.

“Tax Increment Revenues” means all revenues that the Commission collects for the Area under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

(2) Findings.

(A) The City has entered into the Financing Agreement to, in part, finance costs of the Projects and to pay costs of issuance.

(B) The Projects are properly described as urban renewal projects in the Plan.

(C) The Commission is authorized to spend Tax Increment Revenues to pay for the costs of the Projects.

(D) The Projects will assist the Commission in carrying out the Plan.

- (E) The Commission will only spend the proceeds it receives from the City on the Projects so long as the Projects are described in the Plan, located in the Area, and are owned by the City or the Commission.
- (F) The Commission's maximum indebtedness is \$43,177,530, the Commission has made not more than \$182,000 of expenditures that count against that limit, and therefore has at least \$42,995,530 of unused maximum indebtedness available prior to executing this Intergovernmental Agreement.

Section 2. The Financing Payments.

- (1) The Financing Payments.

The Commission hereby agrees to pay to the City, not less than one business day prior to the dates on which the City is required to pay the Financing Payments, amounts that are equal to the Financing Payments in a maximum principal amount of \$_____. The amounts and dates of the Financing Payments are shown in Exhibit A.

- (2) Security for the Obligation of the Commission to Pay the Financing Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Commission in a principal amount that is equal to the Financing Amount. The Commission is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to ORS 287A.310, the Commission pledges the Tax Increment Revenues to pay the amounts described in Section 2(1). The pledge that secures this Intergovernmental Agreement shall be superior to all other pledges or commitments of Tax Increment Revenues that the Commission makes, unless the City agrees in writing to subordinate its claim against the Tax Increment Revenues or to grant a lien on the Tax Increment Revenues on parity. However, the pledge that secures this Intergovernmental Agreement shall have a lien on Tax Increment Revenues that is equal to the lien that secures other indebtedness of the Commission issued to the City and secured by a pledge of the Tax Increment Revenues.

Section 3. Prepayment.

If the City exercises its option to prepay the Financing Payments in whole or in part, unless the Commission consents in advance and in writing, the Commission shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

Section 4. Estoppel.

The Commission hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the Commission that is enforceable against the Commission in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance,

reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

Section 5. Title.

Neither the City nor the owner of the Financing Agreement shall have a lien on or security interest in the Projects.

Section 6. Miscellaneous.

(1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Commission and the City and their respective successors and assigns.

(2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Jackson County, Oregon, or any court in the State of Oregon where jurisdiction and venue are proper.

(6) Rules of Construction.

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the Commission and the City have executed this Intergovernmental Agreement as of the date indicated above.

**For the Central Point Development Commission,
Oregon**

Authorized Officer

For the City of Central Point, Oregon

Authorized Officer

EXHIBIT A

Financing Payment Schedule

Interest at the rate of _____%, calculated on a _____ basis, is payable _____ on _____ 1 and _____ 1 commencing _____ 1, 20___. Principal is payable according to the following schedule:

Date Principal

Financed \$ 4,966,000 \$ 3,634,000 \$ 900,000 \$ 500,000 \$ 10,000,000

Period Ending	2016		2016 New Money		Total
	Refunding	Urban Renewal	Street Fund	Water Fund	
12/1/2017	\$ 397,177	\$ 167,453	\$ 58,706	\$ 32,281	\$ 655,617
12/1/2018	\$ 400,720	\$ 196,531	\$ 74,222	\$ 41,354	\$ 712,827
12/1/2019	\$ 401,468	\$ 228,811	\$ 73,875	\$ 40,604	\$ 744,758
12/1/2020	\$ 401,009	\$ 256,185	\$ 73,503	\$ 40,852	\$ 771,549
12/1/2021	\$ 401,368	\$ 287,756	\$ 74,104	\$ 41,076	\$ 804,304
12/1/2022	\$ 401,520	\$ 334,395	\$ 73,654	\$ 41,272	\$ 850,841
12/1/2023	\$ 401,466	\$ 333,687	\$ 74,177	\$ 41,443	\$ 850,773
12/1/2024	\$ 401,203	\$ 333,823	\$ 73,650	\$ 41,589	\$ 850,265
12/1/2025	\$ 400,734	\$ 333,778	\$ 74,095	\$ 40,709	\$ 849,316
12/1/2026	\$ 401,057	\$ 334,552	\$ 73,489	\$ 40,829	\$ 849,927
12/1/2027	\$ 401,148	\$ 334,119	\$ 73,858	\$ 40,921	\$ 850,046
12/1/2028	\$ 401,005	\$ 334,504	\$ 74,174	\$ 40,990	\$ 850,673
12/1/2029	\$ 401,629	\$ 333,683	\$ 73,439	\$ 41,031	\$ 849,782
12/1/2030	\$ 400,995	\$ 334,680	\$ 73,678	\$ 41,045	\$ 850,398
12/1/2031	\$ 401,125	\$ 334,444	\$ 73,865	\$ 41,036	\$ 850,470
	<u>\$ 6,013,624</u>	<u>\$ 4,478,401</u>	<u>\$ 1,092,489</u>	<u>\$ 607,032</u>	<u>\$ 12,191,546</u>

	2.59% Principal Resized	2.59% P&I DS
12/1/2017	486,000	655,617
12/1/2018	466,000	712,827
12/1/2019	508,000	744,758
12/1/2020	551,000	771,549
12/1/2021	598,000	804,304
12/1/2022	657,000	850,841
12/1/2023	674,000	850,773
12/1/2024	691,000	850,265
12/1/2025	710,000	849,316
12/1/2026	727,000	849,927
12/1/2027	746,000	850,046
12/1/2028	766,000	850,673
12/1/2029	786,000	849,782
12/1/2030	807,000	850,398
12/1/2031	827,000	850,470
	<u>10,000,000</u>	<u>12,191,546</u>

Resolution

Management Compensation Plan Amendments



ADMINISTRATION DEPARTMENT

Chris Clayton, City Manager • Deanna Casey, City Recorder • Elizabeth Simas, Human Resources Director

STAFF REPORT

February 23, 2017

AGENDA ITEM: Management Compensation Plan Revision

Consideration of Resolution No. _____ Adopting the Revised Management Compensation Plan

STAFF SOURCE:

Chris Clayton, City Manager
Elizabeth M. Simas, Human Resources Director

BACKGROUND/HISTORY:

In December 2010, the council adopted a Management Compensation Plan (MCP). The plan specifies that management salaries are to be reviewed at least every three years; salaries were reviewed in November 2013 and November 2016.

The Management Compensation Plan (MCP) specifies the parameters for determining which employers should be surveyed, and that the average salaries of those surveyed should be considered a "target point" for Central Point management salary ranges. Based on the parameters in the MCP, ten Oregon cities were surveyed. The results of the survey were used to propose adjustments in the management salary scale. A review of internal salaries between union positions and management positions was also conducted to see if we had any salary compressions issues (lower level positions make equal or greater than higher-level positions). The results of these surveys were presented to the City Council on November 10, 2016. At the recommendation of the City Council, we are bringing forward the following changes to Council for approval on February 23, 2017.

The MCP document has not been revised since 2013. After reviewing the document, some changes have been proposed, which are the inclusion of the visions, values and expectations and minor changes to the performance evaluation process. Substantive changes to the plan include:

- Including the Police Fitness Incentive as part of the Management Compensation Plan.
- Providing an annual cost of living component to the salary bands effective January 1, 2018 based on the CPI-U, not to exceed 2.5%. In most cases, this would not provide a pay increase for individual employees because pay increases are performance based.
- Increasing the maximum vacation sellback at separation of employment from 320 hours to 400 hours.

In addition to the above language changes and other non-substantive changes, adjustments are also proposed to the management salary scale effective January 1, 2017. These changes include:

- Increasing the maximum band for Directors by 5%, rounded up to the nearest \$50.
- Creating separate bands for Police Positions.
- Increasing the minimum and maximum pay range for Police Lieutenant, Police Captain, and Police Chief by 10%, rounded up to the nearest \$50. (*due to internal compression*)

RECOMMENDATION:

Motion to approve Resolution _____, A Resolution Adopting the Revised Management Compensation Plan.

ATTACHMENTS:

- A. Revised Management Compensation Plan.
- B. Resolution.



City of Central Point

Management Compensation Plan

Chris Clayton, City Manager

ADOPTED BY COUNCIL December 9, 2010

REVISED February 23, 2017

EFFECTIVE January 1, 2017

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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.**

INTRODUCTION

Our City

Central Point is a small town, with a population of just over 17,500, in beautiful southern Oregon. It borders a city of approximately 79,000 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. In 2007, the City Council adopted the following mission as part of the City's strategic plan update. In 2017, the City Manager adopted the following vision, values, and expectations for our employees.

Our Mission

It is the Mission of the City of Central Point to build and maintain a highly livable community by working in harmony and being a catalyst for partnership with all the members of the community, public and private.

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.

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. 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.

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

1.3 First Tier Managers report to a department director and include Police Captain, Parks and Recreation Manager, Public Works Operations Manager, Building Division Manager, and Accountant/Finance Supervisor.

1.4 Second Tier Managers report to a first tier manager and include the Police Office Manager and Police Lieutenants.

1.5 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 2007 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. Individual pay 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:** 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%, rounded up in \$50 dollar increments. 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 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. 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. However, the employee's pay at the time of promotion, including any incentive pay, shall be considered when determining the initial placement on the salary range for the new position, but in all cases, no initial placement shall cause the manager's pay to fall outside of the approved salary range for that pay band. 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 an annual performance evaluation. To qualify for any performance-driven pay increase, the manager's final, annual performance evaluation must, at a minimum, be "fully satisfactory". 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), and supported by the evaluation documentation.

3.4.3 Timing Prior to January 1 each year, or following the completion of performance evaluations, 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 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. However, it is expected that exempt managers will work sufficient hours to complete their job duties in a timely manner and that they will generally be available during working hours. 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 Annual Evaluation

The performance of all managers covered by this plan shall be evaluated at least annually. Any performance-driven pay changes will be based on the outcome of an annual evaluation of the managers' overall job performance. 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 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 concentrate 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 for managers are to be completed prior to December 31st.

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.

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. Contributions for part-time managers shall be prorated based on FTE.

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 or 401a 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.

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 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
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.

5.3 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 will participate in the City's insurance plan, provided they meet the eligibility requirements of the insurance plan and the premium cost will be shared as follows: a .5 FTE manager will pay 50% of the premium with the City paying 50%, and a .75 FTE manager will pay 30% with the City paying 70%.

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. 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.

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 Red, White, and BOOM. 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 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 be eligible for holiday pay only for the days and hours they would normally be scheduled to work. Floating holidays shall be granted 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 new manager on the accrual chart at any level, to a maximum of 15 days per year, at the time of hire:

1 st through 4 th year of service	10 days (80 hours)
5 th through 9 th year of service	15 days (120 hours)
10 th through 14 th year of service	20 days (160 hours)
15 th year of service and beyond	25 days (200 hours)
On the anniversary of the 20 th year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 25 th year of service	a one-time award of 5 additional days (40 hrs)
On the anniversary of the 30 th 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 9,000 and 26,000, based on the most recent Portland State University population estimate (this criterion is based on current Central Point population of 17,500 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, 2017

Band	Tier	Position	Minimum	Maximum
I	T1	Accountant/Finance Supervisor	\$5,150	\$ 6,900
I	T1	Parks and Recreation Manager	\$5,150	\$ 6,900
I	T1	Public Works Operations Manager	\$5,150	\$ 6,900
I	ET	City Recorder	\$5,150	\$ 6,900
II	T1	Building Division Manager	\$6,150	\$ 8,000
III	ET	Information Technology Director	\$6,500	\$ 9,150
III	ET	Human Resources Director	\$6,500	\$ 9,150
III	ET	Community Development Director	\$6,500	\$ 9,150
III	ET	Parks & Public Works Director	\$6,500	\$ 9,150
III	ET	Finance Director	\$6,500	\$ 9,150

Police Band	Tier	Position	Minimum	Maximum
PI	T2	Police Office Manager	\$4,150	\$ 5,600
PII	T2	Police Lieutenant (non-exempt)	\$5,700	\$ 7,600
PIII	T1	Police Captain	\$6,800	\$ 8,800
PIV	ET	Police Chief	\$7,900	\$10,050

“T1” = Tier 1 Manager

“T2” = Tier 2 Manager

“ET” = Executive Management Team

**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.**

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE REVISED MANAGEMENT COMPENSATION PLAN

RECITALS:

1. Section 36 of the City Charter provides that, "The compensation for the services of each City officer and employee shall be under the supervision of the city manager in accordance with an employee compensation plan adopted by the City Council"; and
2. The Central Point City Council adopted a Management Compensation Plan by Resolution No. 1276 in December 2010; and
3. The 2010 Management Compensation Plan contains a provision requiring a review of the management salary scale at least every third year; and
4. It has been three years since the management salary scale was last reviewed; and
5. A management salary survey was conducted, resulting in proposed revisions to the management salary scale contained in the Management Compensation Plan; and
6. Language changes have been made to update the Plan.

The City of Central Point resolves as follows:

The Management Compensation Plan for City of Central Point management employees, as revised and attached, is hereby ratified and adopted retroactive to January 1, 2017.

Passed by the Council and signed by me in authentication of its passage this _____ day of February, 2017

ATTEST:

Mayor Hank Williams

Deanna Casey, MMC

Resolution

Classification Pay Plan



ADMINISTRATION DEPARTMENT

Chris Clayton, City Manager • Deanna Casey, City Recorder • Elizabeth Simas Human Resources Director

STAFF REPORT

February 23, 2017

AGENDA ITEM: Classification Pay Plan Revision

Consideration of Resolution No. _____ Revising the Classification Pay Plan

STAFF SOURCE:

Chris Clayton, City Manager

Elizabeth M. Simas, Human Resources Director

BACKGROUND/HISTORY:

The Classification Pay Plan was last revised and approved in June following ratification of the police collective bargaining agreement. The revisions being addressed in this resolution reflect changes to the Management Compensation Plan. There are no other changes in the pay plan.

Part C of the pay plan (Exempt, Non-Bargaining Unit, and Management Positions) has been updated to reflect changes to the pay bands and salary ranges provided to the Council for adoption at the February 23, 2017 meeting. The changes stem from a salary survey conducted in November 2016 of comparable management positions in comparable Oregon cities.

The adjustments to the pay plan are to the salary range minimums and maximums, not individual salaries. Pay changes for management employees are tied to performance and limited to parameters set by the management compensation plan.

RECOMMENDATION:

Motion to approve Resolution _____, A Resolution revising the Classification Pay Plan.

- ATTACHMENTS:**
- A. Classification Pay Plan
 - B. Resolution

Classification Pay Plan Effective January 1, 2017

Part A: General Service Bargaining Unit Positions (hourly) (monthly)

Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
Grade 2-3	GS2-3	15.64	16.42	17.24	18.10	19.01	19.96
Office Assistant		2,711	2,846	2,988	3,137	3,295	3,460
Grade 4	GS4	17.06	17.91	18.81	19.75	20.74	21.78
Account Clerk: Accounts Payable		2,957	3,104	3,260	3,423	3,595	3,775
Account Clerk: Payroll/Purchase Orders							
Account Clerk: Utility Billing							
Community Development Support Specialist							
Parks Maintenance Worker							
Utility Worker							
Grade 5	GS5	19.17	20.13	21.14	22.20	23.31	24.48
Assistant Engineering Technician		3,323	3,489	3,664	3,848	4,040	4,243
Customer Service Technician							
Equipment Maint/Fabrication Technician							
Planning Technician							
PW Administrative Assistant							
Recreation Programs Coordinator							
Senior Utility Worker							
Grade 6	GS6	21.23	22.29	23.40	24.57	25.80	27.09
Acctg/Business Services Coordinator		3,680	3,864	4,056	4,259	4,472	4,696
Parks Lead							
Recreation Coordinator: Special Events/Mktg							
Grade 7	GS7	23.40	24.57	25.80	27.09	28.44	29.86
Community Planner I		4,056	4,259	4,472	4,696	4,930	5,176
Foreman: Streets, Water							
Grade 8	GS8	26.19	27.50	28.88	30.32	31.84	33.43
Community Planner II		4,540	4,767	5,006	5,255	5,519	5,795
Construction Management Coordinator							
Environmental Services/GIS Coordinator							
Information Technology Specialist							
Grade 9	GS9	29.07	30.52	32.05	33.65	35.33	37.10
		5,039	5,290	5,555	5,833	6,124	6,431

Part B: Police Bargaining Unit Positions

Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
Police Support Specialist	P110	3,019	3,170	3,329	3,495	3,670	3,854
Community Services Officer	P117	3,204	3,364	3,532	3,709	3,894	4,089
Police Officer	P145	4,107	4,312	4,528	4,754	4,992	5,242
Corporal	P150	4,542	4,769	5,007	5,257	5,520	5,796

Part C: Exempt, Non-Bargaining Unit, Management Positions

Classification Title	Band	Minimum	Maximum
Accountant/Finance Supervisor	I	5,150	6,900
City Recorder	I	5,150	6,900
Parks & Recreation Manager	I	5,150	6,900
Public Works Operations Manager	I	5,150	6,900
Building Division Manager	II	6,150	8,000
Department Director (CD, FIN, HR, IT, PPW)	III	6,500	9,150
Police Office Manager	P-I	4,150	5,600
Police Lieutenant (non-exempt)	P-II	5,700	7,600
Police Captain	P-III	6,800	8,800
Police Chief	P-IV	7,900	10,050

Approved by Council Resolution # _____

RESOLUTION NO. _____

A RESOLUTION REVISING THE 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. The City Council has heretofore by Resolution Number 1085 adopted and revised such rules, including the Classification Pay Plan.
2. Policy #5.2.3 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:

The Classification Pay Plan for bargaining unit and management employees, as attached, is hereby ratified and adopted retroactive to January 1, 2017.

Passed by the Council and signed by me in authentication of its passage this _____ day of February, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Transportation Utility Fee



February 16, 2017

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

SUBJECT: Transportation Utility Fee Rate Increase

PURPOSE:

Discussion of Resolution increasing the transportation utility fee

SUMMARY:

In 2007 the City adopted a street utility fee that assesses residential and commercial customers for the number of generated trips associated with their specific land use. The initial assessment included "caps" with a minimum charge of \$10.00 (residential) and a Maximum for \$100.00 (commercial and industrial customers); however, the minimum/maximum provision was eliminated in 2014. Originally, the Street Utility Fee was implemented to help stabilize the street fund because of redirection of franchise fees into the general fund, and a reduction in new development quantities. While developing the original street utility fee in 2007, one consideration was that the state would adopt a long-term comprehensive fuel tax solution. In that hope, a sunset clause was originally included. However, with no state-wide transportation funding solution being implemented by the legislature, the sunset clause was also eliminated in 2010.

Although no comprehensive state-wide fuel tax solution was implemented, the legislature did approve some minor changes to the fuel tax in 2007, which in combination with the city's street utility fee, have allowed for the street fund to build a healthy carryover balance, provide project match for grants and continued our street maintenance program. Unfortunately, the minor modifications implemented in 2007 have stagnated the past three years. The city's street fund has been able to keep up with maintenance, but currently doesn't have the ability to take on additional larger maintenance projects. As an example, this past year the southern Oregon region was informed of the need to make our transportation infrastructure compliant with the Americans with Disability Act (ADA).

The ADA major improvements needed include compliant wheel chair ramps, pedestrian signals and pedestrian corridors. A comprehensive plan for compliance will be introduced as a budget request during the 2017-2019 process. City staff would like to "get in front" of the overall needs and start working on the areas where we have received the most complaints. The areas with the biggest complaints are the pedestrian signals and wheel chair accessible ramps located at 10th/E. Pine and Oak Street/Freeman Road, and pedestrian corridors including N.10th Street, North 3rd Street and Hamrick/Vilas Roads.

The five projects listed above total \$500,000 in overall cost. In order to start working on phasing these projects staff would like to introduce an increase to the street utility fee

that would be ear-marked specifically for ADA compliance projects. Staff is requesting a \$1.02 increase, bringing the street utility fee total to \$6.00 per single family residence. The current residential fee is \$4.98 per single family residence.

The rate would be similar to others within the valley. The City of Eagle Point was the latest city to increase their street utility fee, going from \$6.00 to \$7.00 in 2016.

Rate Comparison Table

Street Utility Fee	
	Current Fee per SFD
Ashland	\$ 8.83
Central Point (current)	\$ 4.98
Central Point (Proposed)	\$ 6.00
Eagle Point	\$ 7.00
Medford	\$ 7.83
Phoenix	\$ 2.39
Talent	\$ 6.00

The rates were previously set via an equivalent monthly rate per Average Daily Trip. The increase is equivalent to a 20%. The rates will increase as such:

	Current	Proposed
Residential Montly Rate/ADT	0.5203	0.627
Non-Residential Montly Rate/ADT	0.2207	0.266

A full list of the revised rates is attached as Appendix A.

DISCUSSION:

Approval of Resolution increasing the transportation utility fee.

RESOLUTION NO. _____

**A RESOLUTION INCREASING THE
TRANSPORTATION UTILITY FEE IN REGARDS TO
THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Recitals:

- A. In 2008 the City Council adopted Ordinance 1910 establishing the Transportation Utility Fee.
- B. The City adjusted the fee in 2014 to remove minimum and maximums for commercial users pursuant to Resolution 1391.
- C. Additional revenue is needed to start compliance with the Americans with Disabilities Act (ADA) retrofits for existing signalized intersections and streets.
- D. The current equivalent service unit is \$4.98 or \$0.5203 per average daily trip for residential rates and \$0.2207 for commercial rates.
- E. Additional revenues generated by this increase would be dedicated to fund ADA compliance.

The City of Central Point Resolves as follows:

- Section 1. Increase the Transportation Utility Fee from \$0.5203 per average daily trip (ADT) to \$0.627 (ADT) for residential rates and \$0.2207 to \$0.266 ADT for commercial rates. A full list of rates is attached as Appendix A incorporated herein by reference.

Passed by the Council and signed by me in authentication of its passage this 23rd day of February, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

City of Central Point
Transportation Utility Formation Study
Utility Rates by Land Use

Residential Monthly Rate / ADT:	\$ 0.6270
Non-Residential Monthly Rate / ADT:	\$ 0.2660

ITE Code	Customer Type	Land Use Description	Average Daily Trips	Pass-By Trip Factor	Adjusted ADTs	Units	Rate per Unit
30	Truck Terminal	Truck terminals are facilities where goods are transferred between trucks, trucks and railroads or trucks and ports.	9.85	1	9.85	KSF	\$ 2.62
110	General Light Industrial	Typically less than 500 employees, free standing and single use. Examples: Printing plants, material testing laboratories, data processing equipment assembly, power stations.	6.97	1	6.97	KSF	\$ 1.85
130	Industrial Park	Industrial Park areas that contain a number of industrial and/or related facilities (mix of manufacturing, service, and warehouse).	6.96	1	6.96	KSF	\$ 1.85
140	Manufacturing	Facilities that convert raw materials into finished products. Typically have related office, warehouse, research, and associated functions.	3.82	1	3.82	KSF	\$ 1.02
151	Mini-Warehouse	Storage Units or Vaults rented for storage of goods. Units are physically separate and access through an overhead door or other common access point. Example: U-Store-It.	2.5	1	2.5	KSF	\$ 0.67
210	SF Detached	Single family detached housing.	9.57	1	9.57	DU	\$ 6.00
220	Apartment	Rental Dwelling Units within the same building. At least 4 units in the same building. Examples: Quadplexes and all types of apartment buildings.	6.72	1	6.72	DU	\$ 4.21
230	Condo/Townhouse	Residential Condominium/Townhouses under single-family ownership. Minimum of two single family units in the same building structure.	5.86	1	5.86	DU	\$ 3.67
240	Mobile Home	Trailers or Manufactured homes that are sited on permanent foundations. Typically the parks have community facilities (laundry, recreation rooms, pools).	4.99	1	4.99	Occupied DU	\$ 3.13
253	Elderly Housing	Restricted to senior citizens. Contains residential units similar to apartments or condos. Sometimes in self-contained villages. May also contain medical facilities, dining, and some limited, supporting retail.	2.15	1	2.15	Occupied DU	\$ 1.35
310	Hotel	Lodging facility that may include restaurants, lounges, meeting rooms, and/or convention facilities. Can include a large motel with these facilities.	8.17	1	8.17	Room	\$ 2.17
320	Motel	Sleeping accommodations and often a restaurant. Free on-site parking and little or no meeting space.	5.63	1	5.63	Room	\$ 1.50
411	Local Park	City-owned parks, varying widely as to location, type, and number of facilities, including boating / swimming facilities, ball fields, and picnic facilities.	1.59	1	1.59	Acres	\$ 0.42
417	Regional Park	Regional park authority-owned parks, varying widely as to location, type, and number of facilities, including trails, lakes, pools, ball fields, camp / picnic facilities, and general office space.	4.57	1	4.57	Acres	\$ 1.22
430	Golf Course	Includes 9, 18, 27, and 36 hole municipal and private country clubs. Some have driving ranges and clubhouses with pro shops, restaurants, lounges. Many of the muni courses do not include such facilities.	35.74	1	35.74	Holes	\$ 9.51
435	Multipurpose Recreation Facility	Multi-purpose recreational facilities contain two or more of the following land uses at one site: mini-golf, batting cages, video arcade, bumper boats, go-carts, and driving ranges.	90.38	1	90.38	Acres	\$ 24.04
437	Bowling Alley	Recreational facilities with bowling lanes which may include a small lounge, restaurant or snack bar.	33.33	1	33.33	Lanes	\$ 8.87
493	Athletic Club	Privately owned with weightlifting and other facilities often including swimming pools, hot tubs, saunas, racquet ball, squash, and handball courts.	43	1	43	KSF	\$ 11.44
495	Recreational Community Center	Recreational community centers are facilities similar to and including YMCAs, often including classes, day care, meeting rooms, swimming pools, tennis racquetball, handball, weightlifting equipment, locker rooms, & food service.	22.88	1	22.88	KSF	\$ 6.09
520	Elementary School	Public. Typically serves K-6 grades.	1.29	0.59	0.76	Student	\$ 0.20
522	Middle School	Public. Serves students that completed elementary and have not yet entered high school.	1.62	0.59	0.96	Student	\$ 0.26
530	High School	Public. Serves students that completed middle or junior high school.	1.71	0.59	1.01	Student	\$ 0.27
540	Junior/Community College	Two-year junior colleges or community colleges.	1.2	1	1.2	Student	\$ 0.32
560	Church	Contains worship area and may include meeting rooms, classrooms, dining area and facilities.	9.11	1	9.11	KSF	\$ 2.42
565 *	Day Care	Facility for pre-school children care primarily during daytime hours. May include classrooms, offices, eating areas, and playgrounds.	79.26	0.33	26.16	KSF	\$ 6.96
			4.48	0.33	1.48	Student	\$ 0.39
590	Library	Public or Private. Contains shelved books, reading rooms or areas, sometimes meeting rooms.	54	1	54	KSF	\$ 14.36
591	Lodge/Fraternal Organization	Includes a club house with dining and drinking facilities, recreational and entertainment areas, and meeting rooms.	0.29	1	0.29	Members	\$ 0.08
710	General Office	Office building with multiple tenants. Mixture of tenants can include professional services, bank and Loan institutions, restaurants, snack bars, and service retail facilities.	11.01	1	11.01	KSF	\$ 2.93
715	Single Tenant Office Building	Single tenant office building. Usually contains offices, meeting rooms, file storage areas, data processing, restaurant or cafeteria, and other service functions.	11.57	1	11.57	KSF	\$ 3.08
720	Medical-Dental Office	Provides diagnosis and outpatient care on a routine basis. Typically operated by one or more private physicians or dentists.	36.13	1	36.13	KSF	\$ 9.61
750	Office Park	Park or campus-like planned unit development that contains office buildings and support services such as banks & loan institutions, restaurants, service stations.	11.42	1	11.42	KSF	\$ 3.04
760	Research & Development Center	Single building or complex of buildings devoted to research & development. May contain offices and light fabrication facilities.	8.11	1	8.11	KSF	\$ 2.16
770	Business Park	Group of flex-type or incubator 1 - 2 story buildings served by a common roadway system. Tenant space is flexible to accommodate a variety of uses. Rear of building usually served by a garage door. Typically includes a mix of offices, retail & wholesale.	12.76	1	12.76	KSF	\$ 3.39
812	Building Materials & Lumber	Small, free standing building that sells hardware, building materials, and lumber. May include yard storage and shed storage areas. The storage areas are not included in the GLA needed for trip generation estimates.	45.16	1	45.16	KSF	\$ 12.01
813	Discount Super Store	A free-standing discount store that also contains a full service grocery dept. under one roof.	49.21	0.718	35.31	KSF	\$ 9.39
814	Specialty Retail	Small strip shopping centers containing a variety of retail shops that typically specialize in apparel, hard goods, serves such as real estate, investment, dance studios, florists, and small restaurants.	44.32	1	44.32	KSF	\$ 11.79
815	Discount Store	A free-standing discount store that offers a variety of customer services, centralized cashiering, and a wide range of products under one roof. Does not include a full service grocery dept. like Land Use 813, Free-standing Discount Superstore.	56.02	0.475	26.62	KSF	\$ 7.08
816	Hardware/Paint Store	Typically free-standing buildings with off-street parking that sell paints and hardware.	51.29	0.450	23.08	KSF	\$ 6.14
817	Nursery/Garden Center	Free-standing building with yard containing planting or landscape stock. May have large green houses and offer landscape services. Typically have office, storage, and shipping facilities. GLA is Building GLA, not yard and storage GLA.	36.08	1	36.08	KSF	\$ 9.60
820	Shopping Center	Integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Provides enough on-site parking to serve its own parking demand. May include non-merchandising facilities such as office buildings, movie theatres, restaurants, post offices, health clubs, and recreation like skating rinks and amusements.	42.94	0.393	16.86	KSF Leasable	\$ 4.48
841	New Car Sales	New Car dealership with sales, service, parts, and used vehicles	33.34	1	33.34	KSF	\$ 8.87
848	Tire Store	Primary business is tire sales and repair. Generally does not have a large storage or warehouse area.	24.87	1	24.87	KSF	\$ 6.62
850	Supermarket	Free-standing grocery store. May also contain ATMs, photo centers, pharmacies, video rental areas.	102.24	0.265	27.05	KSF	\$ 7.20
851	Convenience Market	Sells convenience foods, newspapers, magazines, and often Beer & Wine. Does not have gas pumps.	737.99	0.282	208.4	KSF	\$ 55.43
857	Discount Club	A discount club is a discount store or warehouse where shoppers pay a membership fee in order to take advantage of discounted prices on a wide variety of items such as food clothing, tires and appliances; many items are sold in large quantities or in bulk.	41.8	1.000	41.8	KSF	\$ 11.12
880	Pharmacy w/o drive through	Facilities that fulfill medical Prescriptions	90.06	0.327	29.42	KSF	\$ 7.83
881	Pharmacy w/ drive through	Facilities that fulfill medical Prescriptions	88.16	0.383	33.79	KSF	\$ 8.99
890	Furniture Store	Sells furniture, accessories, and often carpet/floor coverings.	5.06	0.157	0.79	KSF	\$ 0.21
911 *	Walk-In Bank	Usually a Free-standing building with a parking lot. Does not have drive-up windows. May have ATMs.	79.8	0.270	21.55	KSF	\$ 5.73
912	Drive-In Bank	Provides Drive-up and walk-in bank services. May have ATMs.	101.06	0.270	27.29	KSF	\$ 7.26
931	Quality Restaurant	High quality eating establishment with slower turnover rates (more than one hour).	89.95	0.288	25.86	KSF	\$ 6.88
932	High Turnover Sit-Down Rest.	Sit-Down eating establishment with turnover rates of less than one hour.	127.15	0.315	40.11	KSF	\$ 10.67
933	Fast Food w/o Drive-Thru	Fast Food but no drive-through window	716	0.265	190.08	KSF	\$ 50.56
934	Fast Food With Drive-Thru	Fast Food with drive-through window	496.12	0.265	131.71	KSF	\$ 35.03
936 *	Drinking Place	Contains a bar where alcoholic beverages and snacks are serviced and possibly some type of entertainment such as music, games, or pool tables	113.4	0.315	35.77	KSF	\$ 9.51
944	Gas Station	Sell gasoline and may also provide vehicle service and repair. Does not have Convenience Market and/or Car Wash.	168.56	0.420	70.8	Fueling Positions	\$ 18.83
945	Gas/Service Station with Convenience Market	Selling gas and Convenience Market are the primary business. May also contain facilities for service and repair. Does not include Car Wash.	162.78	0.560	91.16	Fueling Positions	\$ 24.25
946 *	Gas/Service Station with Convenience Market, Car Wash	Selling gas, Convenience Market, and Car Wash are the primary business. May also contain facilities for service and repair.	152.84	0.580	88.65	Fueling Positions	\$ 23.58
947	Self-Service Car Wash	Allows manual cleaning of vehicles by providing stalls for the driver to park and wash.	108	1	108	Wash Stalls	\$ 28.73

NOTES:Source: Institute of Transportation Engineers, *Trip Generation*, Seventh Edition.

Pass-By Trip Factor reflects diverted linked trips in addition to pass-by trips.

ITE codes identified with asterisks (*) include information derived from the ITE manual (e.g., ADT rate is ten times peak-hour trips, pass-by factor is derived from pass-by counts for a similar land use or are as estimated by traffic engineers).

Land Use Units:

KSF = 1,000 gross square feet building area

DU = dwelling unit

Room = number of rooms for rent

Fueling Positions = maximum number of vehicles that can be served simultaneously

Student = number of full-time equivalent students enrolled

Resolution

Southern Oregon High Teck Crimes Task Force Unit



ADMINISTRATION DEPARTMENT

140 South 3rd Street · Central Point, OR 97502 · (541) 664-7602 ·
www.centralpointoregon.gov

February 23, 2017

AGENDA ITEM:

Consideration of a Resolution Authorizing the City to Enter into an Agreement for Distribution of Assets of Southern Oregon High Tech Crimes Task Force Unit.

STAFF SOURCE:

Chris Clayton, City Manager
Sydney Dreyer, City Attorney

BACKGROUND:

In approximately 2005, the City of Central Point created the High Tech Crimes Unit to provide a full range of digital evidence forensic services and investigative assistance other agencies. The HTCUC focused on crimes in which computers and cell phones were subject to forensic investigation.

On or about February 27, 2007 Central Point entered into a Memorandum of Understanding (MOU) with the City of Medford (Medford) establishing an interagency agreement in which Medford became a member of the HTCUC and set forth the level of commitment, investigative methodology, financial and technical support and other matters critical to the success of the HTCUC. Subsequently, the Jackson County Sheriff's Office (Jackson County) became a member of the HTCUC. Other agencies were also involved but withdrew from the HTCUC prior to this Agreement.

On or about 2010, the FBI sought to partner with the HTCUC in order to have access to a regional forensic lab to support its investigative unit, the CCTF. This interagency agreement was referred to as the Southern Oregon High Tech Crimes Task Force (SOHTCTF) and continued to be operated out of Central Point's facilities. Under the SOHTCTF Central Point was authorized to act as fiscal agent, apply for grants consistent with the HTCUC mission, and act as the seizing and forfeiting agency. Forfeited funds were to be used for HTCUC operations, and if all operation needs were met, could be distributed to participating agencies subject to specified conditions. Under additional MOU's the FBI agreed to reimburse Central Point and other member agencies for overtime, and reimbursed for some costs to remodel Central Point's facilities to accommodate the additional examiners.

Between 2014-2015 the participating agencies began to negotiate a potential disbanding of the joint task force, but that agreement was not finalized. As of September 2014 the participating agencies ceased operations out of Central Point's police department facilities and much of the equipment was either returned to respective agencies and/or stored at Jackson County or Central Point. In addition, Central Point has continued to hold remaining forfeiture funds and City budgeted funds which were never used in the administration of the SOHTCTF. Medford has continued operations of a forensics lab and desires to continue the SOHTCTF in conjunction with the FBI. Central Point and Jackson County desire to terminate their participation in the SOHTCTF.

In order to finalize the termination of its involvement in the task force, and provide for the distribution of remaining task force equipment and forfeiture funds, Central Point, Medford and Jackson County will enter into this agreement to set forth the distribution of the remaining assets of the SOHTCTF pursuant to the provisions of this Agreement.

FISCAL IMPACTS:

City will receive its share of the forfeiture funds in the amount of \$13,878.99 and may apply its funds in the amount of \$78,842.03 to the general fund.

ATTACHMENTS:

Resolution for approval of agreement.
Agreement for Distribution of Assets.

RECOMMENDATION:

Move to approve the Resolution Authorizing the City to Enter into an Agreement for Distribution of Assets of Southern Oregon High Tech Crimes Task Force Unit.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT FOR DISTRIBUTION OF ASSETS OF SOUTHERN OREGON HIGH TECH CRIMES TASK FORCE UNIT

Recitals:

- A. On or about 2005, the City of Central Point created the High Tech Crimes Unit (HTCU) which was formed to provide a full range of digital evidence forensic services and investigative assistance other agencies. The HTCU focused on crimes in which computers and cell phones were subject to forensic investigation.
- B. On or about February 27, 2007 Central Point entered into a Memorandum of Understanding (MOU) with the City of Medford (Medford) establishing an interagency agreement in which Medford became a member of the HTCU and set forth the level of commitment, investigative methodology, financial and technical support and other matters critical to the success of the HTCU. Subsequently, the Jackson County Sheriff's Office (Jackson County) became a member of the HTCU. Other agencies were also involved but withdrew from the HTCU prior to this Agreement.
- C. On or about 2010, the FBI sought to partner with the HTCU in order to have access to a regional forensic lab to support its investigative unit, the CCTF. This interagency agreement was referred to as the Southern Oregon High Tech Crimes Task Force (SOHTCTF) and continued to be operated out of Central Point's facilities. Under the SOHTCTF Central Point was authorized to act as fiscal agent, apply for grants consistent with the HTCU mission, and act as the seizing and forfeiting agency. Forfeited funds were to be used for HTCU operations, and if all operation needs were met, could be distributed to participating agencies subject to specified conditions. Under additional MOU's the FBI agreed to reimburse Central Point and other member agencies for overtime, and reimbursed for some costs to remodel Central Point's facilities to accommodate the additional examiners.
- D. Central Point and Jackson County desire to terminate their participation in the SOHTCTF. Notwithstanding the provisions of any previous agreement between the participating agencies regarding the distribution of assets, the participating agencies agree it is in the best interest of the participating agencies to distribute the remaining assets of the SOHTCTF pursuant to the provisions of this Agreement.

The City of Central Point resolves as follows:

Section 1. The City is authorized to enter into the attached "Agreement for Distribution of Assets of Southern Oregon High Tech Crimes Task Force Unit" which formalizes Central Point's termination from the joint task force, authorizes distribution of the remaining forfeiture funds and refund to the City of its budgeted administrative funds,

and sets forth the distribution of the remain equipment used in connection with the SOHTCTF.

Section 2. The Mayor is authorized to execute such intergovernmental agreement on behalf of the City.

Section 3. The City Manager or his designee is authorized to take such steps necessary to effectuate the terms of this Agreement.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

**AGREEMENT FOR
DISTRIBUTION OF ASSETS OF
SOUTHERN OREGON HIGH TECH CRIMES TASK FORCE UNIT**

RECITALS:

- A. On or about 2005, the City of Central Point created the High Tech Crimes Unit (HTCU) which was formed to provide a full range of digital evidence forensic services and investigative assistance other agencies. The HTCU focused on crimes in which computers and cell phones were subject to forensic investigation.
- B. On or about February 27, 2007 Central Point entered into a Memorandum of Understanding (MOU) with the City of Medford (Medford) establishing an interagency agreement in which Medford became a member of the HTCU and set forth the level of commitment, investigative methodology, financial and technical support and other matters critical to the success of the HTCU. Subsequently, the Jackson County Sheriff's Office (Jackson County) became a member of the HTCU. Other agencies were also involved but withdrew from the HTCU prior to this Agreement.
- C. On or about 2010, the FBI sought to partner with the HTCU in order to have access to a regional forensic lab to support its investigative unit, the CCTF. This interagency agreement was referred to as the Southern Oregon High Tech Crimes Task Force (SOHTCTF) and continued to be operated out of Central Point's facilities. Under the SOHTCTF Central Point was authorized to act as fiscal agent, apply for grants consistent with the HTCU mission, and act as the seizing and forfeiting agency. Forfeited funds were to be used for HTCU operations, and if all operation needs were met, could be distributed to participating agencies subject to specified conditions. Under additional MOU's the FBI agreed to reimburse Central Point and other member agencies for overtime, and reimbursed for some costs to remodel Central Point's facilities to accommodate the additional examiners.
- D. Participating Agencies Central Point and Jackson County desire to terminate their participation in the SOHTCTF. Notwithstanding the provisions of any previous agreement between the Participating Agencies regarding the distribution of assets, the Participating Agencies agree it is in the best interest of the Participating Agencies to distribute the remaining assets of the SOHTCTF pursuant to the provisions of this Agreement.

AGREEMENT:

1. Termination of Participation. Participating Agencies Central Point and Jackson County shall terminate their participation in the SOHTCTF effective November 30, 2015, and Medford agrees to continue operation of the SOHTCTF with the FBI.

2. Payment of Known Debts. All known debts of the SOHTCTF prior to November 30, 2015 have been paid.

3. Distribution of Assets. The remaining assets of the SOHTCTF as of the effective date are forfeiture cash in the amount of \$27,757.97 and the equipment listed in the inventory on the attached Exhibit "A". The parties agree that Exhibit "A", incorporated herein by reference, represents an accurate inventory and accounting of SOHTCTF equipment as of the effective date. Such assets shall be distributed to the parties as follows:

a) Forfeiture Money: \$13,878.98 to Central Point; and b) \$13,878.99 to Jackson County. Medford acknowledges and agrees that its share of the forfeiture funds in the amount of \$12,000.00 was paid on October 24, 2014. In addition Medford received payment in the amount of \$655.12 on October 24, 2014 from such forfeiture funds for fleet management services. The parties acknowledge and agree that distribution of such funds is to be applied against the Department of Justice Equitable Sharing Agreement and Certification No. OR01502200.

b) Equipment: The equipment shall be distributed to the parties as provided in the attached Exhibit "B". In the event of minor discrepancies in the distribution of equipment, the parties shall act in good faith to resolve such disputes.

i) Server: Medford's Information Technology employee(s) shall direct the work to transfer the server to Medford and Central Point's Information Technology Department agrees to cooperate and assist Medford in such transfer.

c) Rights to Name: The rights to the use of the name SOHTCTF, including assigned email addresses, shall be retained by Medford.

4. Central Point Funds. Central Point budgeted from its general funds an annual allocation for Personnel Services and operating expenses for the SOHTCTF. Such funds were intended to be used for the SOHTCTF in the event the task force was not financially self-sustaining. Central Point's funds were not fully expended each year, and each year Central Point's unexpended funds carried over to the following years. There remains in Central Point's SOHTCTF account \$78,842.03 of Central Point funds which were made available for the SOHTCTF but unexpended. Such funds shall be distributed to Central Point.

5. Execution of Additional Documents. Chris Clayton, City Manager Central Point is authorized to execute, on behalf of the SOHTCTF all documents necessary to consummate the transfer of assets of the SOHTCTF.

6. Consent Resolutions. This agreement constitutes resolution approval by the members of the SOHTCTF take and consummate the actions described herein.

7. Successors Bound. This agreement shall be binding on the undersigned and the legal representatives, successors and assigns.

8. Attorney's Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

9. Counterpart. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

CITY OF CENTRAL POINT

CITY OF MEDFORD

By: Hank Williams, Mayor

By:

JACKSON COUNTY

By:

Exhibit "A" Inventory

NOTE: The following additional items were not linked to a specific purchase but are confirmed to be at Central Point PD				
SRA= Server Room Box A, etc.				
LINE#	DESCRIPTION	QTY	LOCATION	VALUE
1	Ramsey Faraday Box SN 7118300474	1	CPPD	UNK/TBD
2	Dell Optiplex 745 Desktop Computer Service Tag 63LF3D1	1	SR	UNK/TBD
3	Apple wireless mouse white	1	SRJ	UNK/TBD
4	1 DVI to VGA Adapter	1	SRJ	UNK/TBD
5	1 Dell Video to Dual VGA Adapter	1	SRJ	UNK/TBD
6	MISC HARD DRIVES VARIOUS SIZES AND BRANDS	28	SRG	UNK/TBD
7	1 DI hard drive dock SN RB79688011031003110005	1	SRD	UNK/TBD
8	WASP Software	1	SRA	UNK/TBD
9	1 DI Hard Drive dock SN RB79688011031003110002	1	SRD	UNK/TBD
10	1 DI FireChief dual HDD bay SN C0055012331	1	SRD	UNK/TBD
11	1 MacForensics Lab Dongle	1	SRH	UNK/TBD
12	1 Set Crime and Cyberspace Media Package	1	SRH	UNK/TBD
13	1 Apple iWork '08 software	1	SRH	UNK/TBD
14	Apple iWork '09 software	1	SRH	UNK/TBD
15	1 Paraben PDA Seizure	1	SRH	UNK/TBD
16	1 A Family Guide to Internet Protection	1	SRH	UNK/TBD
17	1 Safe Surfing Using the Internet Safely	1	SRH	UNK/TBD
18	1 Garmin Trip and Waypoint Manager	1	SRH	UNK/TBD
19	1 Encase Forensic Software V5	1	SRH	UNK/TBD
20	1 AccessData FTK v2.0	1	SRH	UNK/TBD
21	1 Cyber Crime Fighting II	1	SRH	UNK/TBD
22	1 GetData Mount Image Pro V2	1	SRH	UNK/TBD
23	1 Blackbag Forensic Suite V2.5	1	SRH	UNK/TBD
24	1 Infinadyne CD/DVD Forensics	1	SRH	UNK/TBD
25	1 Forensicware Solutions Datalifter	1	SRH	UNK/TBD
26	1 AccessData Lab Lite	1	SRH	UNK/TBD
27	1 Gargoyle Investigator Forensic Pro Edition	1	SRH	UNK/TBD
28	1 Netanalysis Software	1	SRH	UNK/TBD
29	1 Final Mobile Forensic Software	1	SRH	UNK/TBD
30	1 StarWitness FreezeFrame Software	1	SRH	UNK/TBD
31	1 Dymo Labelwrite Duo MN 93105 SN 93105-0033985	1	SRD	UNK/TBD
32	1 Alienware Laptop SN NKD900TA6C02306 in black nylon bag	1	SR	UNK/TBD
33	1 Forensic Computer Tower "HTCTF-2"	0	DESTROYED	NOV '14
34	1 Digital Intel FRED tower computer "HTCTF12"	0	DESTROYED	NOV '14
35	1 Yellow toolbox w/ CPPD FRED TOOLKIT sticker w/misc computer	1	SR	UNK/TBD
36	1 Guidance Software Encase 5 box and dongle	1	SRH	UNK/TBD
37	3 HP Bluetooth USB 2.0 adapters	3	SRH	UNK/TBD
38	1 Lima Server and Client Software boxes and dongles	1	SRH	UNK/TBD
39	1 AccessData Lab Software	1	SRH	UNK/TBD
40	1 CacheBack 3 Software	1	SRH	UNK/TBD
41	1 TechSmith Camtasia:Mac Software	1	SRH	UNK/TBD
42	1 Paraben Cell Seizure Software	1	SRH	UNK/TBD
43	1 Paraben Device Seizure Software	1	SRH	UNK/TBD
44	1 Final Mobile Forensics Demo Software	1	SRH	UNK/TBD
45	1 AccessData Ediscovery 3 Software	1	SRH	UNK/TBD
46	1 Black nylon HP Laptop computer briefcase	1	SR	UNK/TBD
47	1 Vizio 26" LCD HDTV SN LFMBBAL1766363	1	PD	UNK/TBD
48	1 Silver Metal Susteen DataPilot Briefcase with misc cables	1	SR	UNK/TBD
49	1 Viewsonic VX2260WM SN R2S092921213	1	SR	UNK/TBD

50	1 InFocus Portable Projector MN LP70 SN ANEL61300141 in black	1	SR	UNK/TBD
51	WASP BAR CODE PRINTER	1	SRA	UNK/TBD
52	4 PS2 mouse/keyborad adapters	4	SRJ	UNK/TBD
53	1 Apple MacBook Pro 17" SN W88140ARYP3 w/power adapter	1	SR	UNK/TBD
54	1 Apple Wireless Mouse, White	1	SRJ	UNK/TBD
55	1 Gyration Wireless Mouse, Black	1	SRJ	UNK/TBD
56	1 New Computer Wireless Antenna	1	SRJ	UNK/TBD
57	1 Apple Mini Display to DVI adapter	1	SRJ	UNK/TBD
58	1 Digital Intelligence UltraBlock SCSI SN W007027409	1	SRD	UNK/TBD
59	1 Digital Intelligence UltraBlock IDE Read/Write SN U0058014141	1	SRD	UNK/TBD
60	Bag of Misc Security Dongles/ Flash Drives/ Flash Cards	1	SRH	UNK/TBD
61	FRED TOOL BOX w/ misc. firewire/ ide/ esata/ video cables/ adapters, etc.	1	SR	UNK/TBD
62	1 HP DLT IV 80 GB Data Cartridge	0	DESTROYED	UNK/TBD
63	2 Intel Core i7 Stock Fans	2	SRJ	UNK/TBD
64	1 Apple Wired Keyboard	1	SR	UNK/TBD
65	2 GeForce 9500 GT Video Cards	2	SRC	UNK/TBD
66	3 Microsoft Office Home and Business 2010	3	SRB	UNK/TBD
67	1 Adobe Acrobat XI Standard	1	SRB	UNK/TBD
68	2 Vmware Fusion 4	2	SRH	UNK/TBD
69	2 Apple iWork	1	SRH	UNK/TBD
70	6 Microsoft Windows 8 OS Discs	6	SRH	UNK/TBD
71	1 Apple MacBook Pro 15" SN CO2GV21HDV7N in black nylon	1	SR	UNK/TBD
72	1 Apple MacPro Desktop Computer SN H01500NGGWR #335	1	SR	UNK/TBD
73	1 Black Custom Built computer #78, no SN	1	SR	UNK/TBD
74	1 Black Custome Built computer tower, no SN, new	1	SR	UNK/TBD
75	1 Chronos 480 GB SSD HD	1	SRA	UNK/TBD
76	4 Dell 23" Widescreen Monitors, #81, 91, 80, 90	4	SR	UNK/TBD
77	1 Kingwin USI-2535 USB to IDE/SATA Adapter	1	SRJ	UNK/TBD
78	1 Ergotron dual monitor desktop stand	1	SR	UNK/TBD
79	1 Yellow Pelican Case containing the following items:	1	SRD	UNK/TBD
80	1 Tableau Forensic Bridge USB #197, SN 0108F15D	1	SR (#79)	UNK/TBD
81	1 Tableau Forensic Bridge Firewire #191, SN 010921C3	1	SR (#79)	UNK/TBD
82	1 Tableau SATA/IDE write blocker #212 SN02355159	1	SR (#79)	UNK/TBD
83	1 Tableau SATE/IDE write blocker #199 SN 0235003E	1	SR (#79)	UNK/TBD
84	1 Tableau SATA write blocker #236 SN V0056013522	1	SR (#79)	UNK/TBD
85	1 Tableau IDE write blocker #244 SN U0044006015	1	SR (#79)	UNK/TBD
86	1 Digital Intelligence Forensic Card Reader #2/#202	1	SR (#79)	UNK/TBD
87	1 Digital Intelligence Forensic Card Reader #230	1	SR (#79)	UNK/TBD
88	1 Digital Intelligence 2.5" HDD Adapter	1	SR (#79)	UNK/TBD
89	1 Digital Intelligence 1.8" HDD Adapter	1	SR (#79)	UNK/TBD
90	1 Box misc software discs and manual for laptop computers	1	SRI	UNK/TBD
91	1 Apple Keyboard	1	SR	UNK/TBD
92	1 Blackhawk Thunderbolt Door Ram	1	CPPD	UNK/TBD
93	1 Blackhawk Halagin Tool	1	CPPD	UNK/TBD
94	1 Blackhawk Thor's Hammer	1	CPPD	UNK/TBD
95	1 Addonocis USB multi card reader	1	SRJ	UNK/TBD
96	1 Forensic Computers Drive Power Switch	1	SRJ	UNK/TBD
97	1 BluAnt Bluetooth card speaker	1	SRJ	UNK/TBD

LINE #	ITEM	VENDOR	SERIAL#	DATE	QTY	QTY LOCATED	QTY UNACCOU NTED	UNIT PRICE	TOTAL AMOUNT	VALUE of UNACCOU NTED ITEMS	CONFIRMED LOCATION	NOTES
2	Cisco ASA 5510 Appl W/AIP-SSM-10-SW	CDW-G		3/12/2012	1	1	0	\$3,250.00	\$3,250.00	\$0.00	DISPOSED	HARDWARE RELATED TO ITEMS# 3, 94, 102, 158 & 168
3	Cisco 2911 W/3 GE 4 EHWIC 2 Dsp	CDW-G		3/12/2012	1	1	0	\$1,485.00	\$1,485.00	\$0.00	DISPOSED	HARDWARE RELATED TO ITEMS# 2, 94, 102, 158 & 168
4	Waspime v6 Std w/2 Biometric clocks	Wasp Bar Code		8/1/2010	1	0	1	\$1,744.00	\$995.00	\$1,744.00	UTL	Time Clocks- not located at CPPD
5	HP ProBook Laptop Computers	CDW Government	2CE3310RKW, 2CE3310RKX, 2CE3310RLO, 2CE3310RL1, 2CE3310RL3, 2CE3310RKB, 2CE3310RKC, 2CE3310RKL, 2CE3310RKN, 2CE3310RKT, 2CE3310RHN, 2CE3310RHP, 2CE3310RHS, 2CE3310RJ0, 2CE3310RJ9, 2CE3310RGS, 2CE3310RGX, 2CE3310RGY, 2CE3310RHD, 2CE3310RHH	11/3/2013	20	20	0	\$445.00	\$8,900.00	\$0.00	SRF	NOTE: CPPD5 (SERVER ROOM BOX F) / JCSO3 Per JCSO Inventory / TF11 & JCSO1 (4 TOTAL AT JCSO PER TF)
6	Ipad unknown model	Apple Store		9/17/2013	1	0	1	\$319.00	\$319.00	\$319.00	UTL	UNKNOWN
13	3.5inch 300GB 15000RPM SAS Drive	Tiger Direct		9/23/2010	2	0	2	\$253.26	\$506.52	\$506.52	UTL	POSSIBLY IN JCSO BIN OF MISC HARD DRIVES

14	600GB Ultrastar 15K600 SAS	Tiger Direct		9/23/2010	2	0	2	\$504.50	\$1,008.99	\$1,008.99	UTL	POSSIBLY IN JCSO BIN OF MISC HARD DRIVES
25	LENOVO TS TC M91P 15-2500 500gb 4gb W7P	CDW Government	1S4480B5UMJEK MAC, 1S4480B5UMJEK MBR, 1S4480B5UMJEK MBZ, 1S4480B5UMJEK MCC	12/7/2011	4	2	2	\$744.79	\$2,979.16	\$1,489.58	UTL 2 of 4	JCSO2 PER TF / ZERO AT CPPD
58	Seagate Freeplay 1 TB 5400rpm 16mb Buffer SATA 2.5 Inch internal hdd	Serversupply.com		3/16/2012	1	0	1	\$239.39	\$239.39	\$239.39	UTL	POSSIBLY IN JCSO BIN OF MISC HARD DRIVES
59	APC Rack PDU Basic Zero	CDW Government		8/1/2012	2	0	2	\$222.63	\$445.26	\$445.26	UTL	NOT AT CPPD
76	NUVI 50LM	Best Buy		6/13/2013	2	0	2	\$119.99	\$239.98	\$239.98	UTL PER TF	GPS
77	Mushkin Chronos 240g SSD 6gb	Cybercenter		6/18/2013	1	0	1	\$201.95	\$201.95	\$201.95	UTL PER TF	SOLID STATE HARD DRIVE
78	NUBI 2557LMT	Best Buy		6/13/2013	1	0	1	\$199.99	\$199.99	\$199.99	UTL PER TF	GPS
88	HDD 3T ST ST3000DM001 7K 64M	Newegg		9/13/2012	6	0	6	\$149.99	\$899.94	\$899.94	UTL PER TF	POSSIBLY IN JCSO BIN OF MISC HARD DRIVES
22	EMC Unisphere for block and VNX OE	CDW Government		12/29/2011	1	1	0	\$4,314.04	\$4,314.04	\$0.00	NA	Professional Services
23	EMC Premium Software Support 2501-5K	CDW Government		12/29/2011	1	1	0	\$3,312.96	\$3,312.96	\$0.00	NA	Professional Services
24	Tripp 6000VA UPS Smart Online 6KVA	CDW Government	2131BACPS7585P 0001	2/23/2012	1	1	0	\$2,991.09	\$2,991.09	\$0.00	SRR	MOUNTED IN SERVER RACK
25	REFER TO ABOVE LINE #25											
26	Wasp mobile asset pro tracking solution	Tigerdirect		8/1/2010	1	1	0	\$2,915.12	\$2,915.12	\$0.00	SRA	SERVER ROOM BOX A
27	Cisco WS C2960S 48FPS L 2960 48 Port Catalyst Switch	Amazon		12/19/2012	1	1	0	\$2,550.00	\$2,550.00	\$0.00	SRIDF	MOUNTED IN IDF
28	Panasonic Toughbook Tablet	Rugged Depot	3FTYA13158	6/26/2013	1	1	0	\$2,505.20	\$2,505.20	\$0.00	PD	CSO TRUCK OR LT CHARGER
29	EMC Local Protection Suite	CDW Government		12/29/2011	1	1	0	\$2,039.28	\$2,039.28	\$0.00	NOTES	SOFTWARE ASSOC. WITH ITEM 18
30	Cisco 24 Port 10/100/1000 Enet 4 Port	CDW Government		3/12/2012	1	1	0	\$1,650.00	\$1,650.00	\$0.00	DISPOSED	RELATED TO ITEMS# 2, 3, 94, 158 & 168
31	EMC VNX5300 4pt 1GBAse-T ISCSI IO	CDW Government		12/29/2011	1	1	0	\$1,345.60	\$1,345.60	\$0.00	SRR	MOUNTED IN ITEM 18
32	Tripp Smartonline 195v 3u batt	CDW Government	BP192V12-3U	2/23/2012	1	1	0	\$905.00	\$905.00	\$0.00	SRR	MOUNTED IN SERVER RACK
33	Canon T2l 35mm Camera	Costco		12/21/2011	1	1	0	\$799.99	\$799.99	\$0.00	PD	CID?
34	3200 Lumen WXGA DLP ST Projector	Lyme Computer		7/15/2013	1	1	0	\$745.00	\$745.00	\$0.00	PD	POSS. MOUNTED TO CEILING CP COMPUTER TRAINING ROOM
35	Dry Erase Marker Board	Optima		8/8/2013	1	1	0	\$694.95	\$694.95	\$0.00	PD	MOUNTED IN CP COMPUTER TRAINING ROOM?
36	Tablet PC Asus TF300T-B1-BL RT	Newegg		8/21/2013	1	0	1	\$399.99	\$399.99	\$399.99	NOTES	BELIEVE IT WAS RETURNED (RTOS) AND ITEM 38 PURCHASED
37	Eltron TLP 2844 - Lable printer	Amazon		3/14/2013	1	1	0	\$393.66	\$393.66	\$0.00	SRA	SERVER ROOM BOX A
38	ASUS Transformer TF300 32GB Droid 4.0	CDW Government	C8OKCT028123	8/23/2013	1	1	0	\$364.87	\$364.87	\$0.00	SRF	SERVER ROOM BOX F

39	Intel I7-4770K LGA1150 3.5G 8MB	CDW Government	BX80646I74770K	8/21/2013	5	5	0	\$356.40	\$1,782.00	\$0.00	SR	Custom PC's- CPPD1 / TF4
40	Intel Core i7 4770K 3.5GHz processor	CDW Government		4/5/2014	1	1	0	\$345.39	\$345.39	\$0.00	NOTES	REPAIR FOR CUSTOM PC
41	SSD 480G MUSHKIN MKNSSDCR480GB-7	Newegg		8/1/2013	5	5	0	\$319.99	\$1,599.95	\$0.00	SR	Custom PC's- CPPD1 / TF4
42	MS Office H&B 2010 PKC	Newegg		3/27/2013	5	5	0	\$199.99	\$999.95	\$0.00	SR	Custom PC's- CPPD1 / TF4
43	Asus Z87 Pro Motherboard	CDW Government		4/6/2014	2	2	0	\$190.91	\$381.82	\$0.00	NOTES	LIKELY USED TO REPAIR CUSTOM PC
44	MS Win Pro 8 64GB 1pk DVD	CDW Government		8/22/2013	5	5	0	\$137.65	\$688.25	\$0.00	SR	Custom PC's- CPPD1 / TF4
45	ASUS Int 12x Blu-Ray Writer	CDW Government	D4D0CF373765	8/23/2013	5	5	0	\$83.25	\$416.25	\$0.00	SR	Custom PC's- CPPD1 / TF4
46	Antec Three Hundred Two Gaming Cases	CDW Government		11/4/2013	1	1	0	\$58.50	\$58.50	\$0.00	SR	Custom PC's- CPPD1 / TF4
47	Linksys Wrls N900 Dual Band USB Adap	CDW Government	1271060C202134	8/21/2013	5	5	0	\$52.40	\$262.00	\$0.00	SR	Custom PC's- CPPD1 / TF4
48	Microsoft Wireless Keyboard, & Mouse	Best Buy		10/1/2012	5	5	0	\$49.99	\$249.95	\$0.00	SR	Custom PC's- CPPD1 / TF4
49	5x SIIG DP 4-PORT USB 3.0 PCIE with 20pin header	Amazon		3/27/2013	5	5	0	\$45.02	\$225.10	\$0.00	SR	Custom PC's- CPPD1 / TF4
50	LVO 4GB PC3-10600 DDR3-1333 UDIMM	CDW Government		12/7/2011	4	4	0	\$36.46	\$145.84	\$0.00	NOTES	RELATED TO ITEM 25
51	Cooler Master Hyper 212 Plus	Newegg		8/21/2013	5	5	0	\$29.99	\$149.95	\$0.00	SR	Custom PC's- CPPD1 / TF4
52	Crucial memory 4GB SO DIMM 204-pin-DDR3	CDW Government		11/3/2013	20	20	0	\$41.90	\$838.00	\$0.00	NOTES	INSTALLED IN ITEM 5
53	Tripp SW SNMP/Web Mgmt Accessor	CDW Government	SNMPWEBCARD	2/23/2012	1	1	0	\$197.87	\$197.87	\$0.00	SRA	NEW ITEM IN ORIGINAL PACKAGING
54	1x4 HDMI Amplifier Splitter	Monoprice		9/14/2012	1	1	0	\$161.00	\$161.00	\$0.00	SRB	SERVER ROOM BOX B/ 2 OF THE 4 RECEIVERS TAKEN BY TF
55	Highpoint tech rocketu USB add on card for mac pro	Newegg		7/31/2013	4	4	0	\$152.99	\$611.96	\$0.00	SR	CPPD 1 / TF4 INSTALLED IN ITEM 90
56	Antec EarthWatts - Green 650W SLI Crossfire power supply	Newegg		9/3/2013	5	5	0	\$72.71	\$363.57	\$0.00	SR	Custom PC's- CPPD1 / TF4
57	EMC 2nd Optional SPS for VNX 51/53	CDW Government		12/29/2011	1	1	0	\$330.60	\$330.60	\$0.00	SRR	MOUNTED IN RACK #18
58	REFER TO LINE #58 ABOVE											
59	REFER TO LINE #59 ABOVE											
60	Level 3 serpa light tactical holster & nylon belt	BlackHawk		7/11/2011	1	1	0	\$178.47	\$178.47	\$0.00	PD	PD 6L3
61	Airport Extreme 802.11N	Apple Inc	SN C86GVERMDM72	1/12/2012	1	1	0	\$159.00	\$159.00	\$0.00	SRB	NEW ITEM IN BOX/ RELATED MOUNT IS ATTACHED
62	KVM Startech SV231DDVDUA R	Newegg		8/1/2013	1	1	0	\$156.99	\$156.99	\$0.00	SRA	SERVER ROOM BOX A
63	Tripp Lite 7ft Wht Cat6 gigabit snagless patch cable	CDW Government		1/13/2012	10	10	0	\$6.00	\$60.00	\$0.00	SRE	SERVER ROOM BOX E
64	Tripp Lite 5ft Wht Cat6 gigbit snagless patch cable	CDW Government		1/13/2012	20	20	0	\$6.00	\$120.00	\$0.00	SRE	SERVER ROOM BOX E
65	Tripp Lite 7' Blue Cat6 gigabit snagless patch cable	CDW Government		1/13/2012	10	10	0	\$5.00	\$50.00	\$0.00	SRE	SERVER ROOM BOX E

66	Tripp Lite 3ft wht Cat6 gigabit snagless patch cable	CDW Government		1/13/2012	20	20	0	\$4.00	\$80.00	\$0.00	SRE	SERVER ROOM BOX E
67	Tripp Lite 3' Blue Cat6 gigabit snagless patch cable	CDW Government		1/13/2012	20	20	0	\$4.00	\$80.00	\$0.00	SRE	SERVER ROOM BOX E
68	Tripp Lite 5' Blue Cat6 gigabite snagless patch cable	CDW Government		1/13/2012	20	20	0	\$3.00	\$60.00	\$0.00	SRE	SERVER ROOM BOX E
69	Tripp Lite 1ft wht Cat6 gigabit snagless patch cable	CDW Government		1/13/2012	30	30	0	\$3.00	\$90.00	\$0.00	SRE	SERVER ROOM BOX E
70	Trip lite 1ft Cat6 550mhz gigbit blu snagless ptch cble	CDW Government		1/13/2012	30	30	0	\$3.00	\$90.00	\$0.00	SRE	SERVER ROOM BOX E
71	Sharp LC-42SV50U	Best Buy		9/20/2012	1	1	0	\$399.99	\$399.99	\$0.00		At JCSO per inventory provided on 01/21/16
72	Kiosk Desktop Mount	Griffin Technology		9/16/2013	1	1	0	\$159.99	\$159.99	\$0.00		At JCSO per inventory provided on 01/21/16
73	Apple Macbook Air Superdrive	Apple Inc		2/15/2012	1	1	0	\$79.00	\$79.00	\$0.00		DA's Office
74	MBAIR 13.3 CTO laptop	Apple Inc	SN C02H70HFDJWQ	2/20/2012	1	1	0	\$1,336.00	\$1,336.00	\$0.00		DA's Office
75	LINES #76-#155 REFLECT INPUT PROVIDED BY TASK FORCE ON MAY 3, 2016 VIA EMAIL ATTACHMENT FROM MPD DC BRETT JOHNSON AND THE TF INVENTORY PROVIDED ON MAY 23, 2016											
76	REFER TO ABOVE #76											
77	REFER TO ABOVE #77											
78	REFER TO ABOVE #78											
79	T35U USB 3.0 Foresnsic SATA/IDE Bridge Kit	Lyme Computer		7/15/2013	15	15	0	\$451.66	\$6,774.88	\$0.00	SRB	3 of 15 at CPPD IN SERVER ROOM BOX B
80	Viewsonic VX2450WM	CDW Government	SN S4Z132540034?	8/26/2013	4	4	0	\$184.29	\$737.16	\$0.00		JCSO
81	Apple Ipad 16GB	Best Buy		9/14/2012	1	1	0	\$629.99	\$629.99	\$0.00		JCSO
82	Viewsonic 24" Wide LED Monitor	CDW Government		11/2/2012	2	2	0	\$241.79	\$483.58	\$0.00		JCSO
83	ViewSonic 24 Wide LED	CDW Government		9/27/2012	2	2	0	\$241.79	\$483.58	\$0.00		JCSO
84	Deluxe Emergency Kit 20 Person Weight 84lbs	CPR Savers		9/9/2011	1	1	0	\$341.19	\$341.19	\$0.00		JCSO "WHITE FIRST AID KIT"
85	Acer media smart display	Best Buy		9/9/2013	1	1	0	\$299.99	\$299.99	\$0.00		JCSO - Previously in lobby of TF?
86	WebeTech USB WriteBlocker USB Drive	CDW Government	31300-0192-0000	8/17/2011	7	7	0	\$182.45	\$1,277.15	\$0.00	SR	CPPD1 (IN ITEM #87)
87	Pelican protector cases 1500	CDW Government		6/3/2011	7	7	0	\$124.60	\$872.20	\$0.00	SRD	CPPD1
88	REFER TO ABOVE #88											
89	AccessData Lab	Access Data		3/28/2012	1	1	0	\$36,000.00	\$36,000.00	\$0.00	USED	(MC000539) ACTIVE ASSET/ SOFTWARE/ PROFESSIONAL SERVICES
90	Mac Pro - SN	Apple Inc	H01500NFGWR, H01500NGGWR, H01500NJGWR, H01500NHGWR	12/12/2011	4	4	0	\$7,474.00	\$29,896.00	\$0.00	SR	(MC000519) ACTIVE ASSET CPPD1 / TF3 (MC000518), (MC000520) & (MC000521) DISPOSED
91	AccessData Lab SMS Application price incl licenses	AccessData		9/18/2012	1	1	0	\$24,606.00	\$24,606.00	\$0.00		SOFTWARE/ LICENSE
92	Cellebrite Essential, Logical & Physical Training	Cellebrite USA			10	10	0	\$1,500.00	\$15,000.00	\$0.00		USED

93	MBP 15.4/2.2/CTO	Apple Inc	C02GV1XPDV7N*, C02GV1XQEV7N, C02GV21EDV7N, C02GV21FDV7N, C02GV21GDV7N, C02GV21HDV7N	12/7/2011	6	6	0	\$2,207.00	\$13,242.00	\$0.00	SR	CPPD3 (2 SR & 1 Sealed) / TF3
94	Cisco Sec Access Contrl Svr 1121 CSACS-1121-K9	CDW Government		4/21/2012	1	1	0	\$9,301.90	\$9,301.90	\$0.00	DISPOSED	(MC000515) HARDWARE RELATED TO ITEMS# 2, 3, 102, 158 & 168
95	UFED Touch Ultimate Software Renewal	Cellebrite USA	LICENSE RENEWAL FOR UNITS	9/4/2014	3	3	0	\$3,098.99	\$9,296.97	\$0.00		[AFP] CPPD1/ TF2 SERIAL NUMBERS: 5911078, 5728677, 5903717
96	AccessData Lab SMS Application (instance)	Access Data		3/28/2012	1	1	0	\$7,200.00	\$7,200.00	\$0.00		USED
97	Physical Pro Software Upgrades and support	Cellebrite USA			3	3	0	\$1,999.99	\$5,999.97	\$0.00		USED
98	UFED Software Upgrade and support	Cellebrite USA			6	6	0	\$999.00	\$5,994.00	\$0.00		USED
99	Missing pages 1-3 of receipt Office Furniture	Herman Miller		9/15/2010	1	1	0	\$5,927.48	\$5,927.48	\$0.00		TF- JCSO STORAGE (PER TF)
100	AccessData Worker per CPU	Access Data		3/28/2012	8	8	0	\$675.00	\$5,400.00	\$0.00		USED
101	AccessData Web Use	Access Data		3/28/2012	3	3	0	\$1,350.00	\$4,050.00	\$0.00		USED
102	Cisco ASA 5500 SSL VPN LIC 50U	CDW Government		3/15/2012	1	1	0	\$2,250.00	\$2,250.00	\$0.00	DISPOSED	RELATED TO ITEMS# 2, 3, 94, 158 & 168
103	VFC3 Law Enforcement and Govt	GetData	SOFTWARE LICENSE PURCHASE	9/2/2014	2	2	0	\$1,095.00	\$2,190.00	\$0.00		[AFP] USED
104	IEF Advanced Edition with 1 yr SMS (Dongle)	Magnet Forensics	SOFTWARE LICENSE PURCHASE	9/2/2014	1	1	0	\$2,149.00	\$2,149.00	\$0.00		[AFP] SOFTWARE
105	SW Upgrade Yr1-Physcal UFED	Cellebrite USA		9/18/2012	1	1	0	\$1,999.99	\$1,999.99	\$0.00		USED
106	FTK Lab Connection	Access Data		3/28/2012	4	4	0	\$450.00	\$1,800.00	\$0.00		USED
107	KATANA LANTERN	Katana Forensics	SOFTWARE LICENSE RENEWAL	9/26/2014	1	1	0	\$1,790.00	\$1,790.00	\$0.00		[AFP] SOFTWARE
108	SSD 480G MUSHKIN MKNSSDCR480GB-7	Newegg		8/2/2013	5	5	0	\$319.99	\$1,599.95	\$0.00	SRA	CPPD1 / TF4
109	Drobo FS 10TB Bundle	CDW Government		10/21/2010	1	1	0	\$1,525.00	\$1,525.00	\$0.00		TF @ FBI
110	FINALMobile Forensics 4 Renewal&Maint	Final Data		2/13/2014	1	1	0	\$1,495.00	\$1,495.00	\$0.00		USED
111	Kingston 16GB 1600 DDR3 Non-ECC	CDW Government	KHX1600C10D3B1 K2/16G	8/23/2013	10	10	0	\$125.53	\$1,255.30	\$0.00		USED
112	1yr SMS for IEF Advanced Edition	Magnet Forensics	SOFTWARE LICENSE RENEWAL	9/2/2014	2	2	0	\$550.00	\$1,100.00	\$0.00		[AFP] USED
113	AccessData Worker per CPU SMS	Access Data		3/28/2012	8	8	0	\$135.00	\$1,080.00	\$0.00		USED
114	Intel 5200 Series Solid State Drive 480 GB SATA6GB 2.5in	Amazon		1/23/2013	2	2	0	\$515.73	\$1,031.46	\$0.00		TF2
115	Software Upgrade	Cellebrite USA	SN 5518832	9/18/2012	1	1	0	\$999.99	\$999.99	\$0.00		USED

116	Software upgrade	Cellebrite USA	SN 5570886	3/5/2013	1	1	0	\$999.99	\$999.99	\$0.00		USED
117	Software upgrade	Cellebrite USA	SN 5530088	3/23/2013	1	1	0	\$999.99	\$999.99	\$0.00		USED
118	Software Upgrade	Cellebrite USA	SN 5547664	10/19/2012	1	1	0	\$999.99	\$999.99	\$0.00		USED
119	APC Netshefter XS 42U AR3100 Server Rack Enclosure	CDW Government		1/13/2012	1	1	0	\$892.79	\$892.79	\$0.00	SRR	SERVER ENCLOSURE
120	AccessData Web User SMS	Access Data		3/28/2012	3	3	0	\$270.00	\$810.00	\$0.00		USED
121	Brenthave Metrolite Backpack	Apple Inc		1/12/2012	6	6	0	\$99.95	\$599.70	\$0.00		TF6
122	Lantern v2.2 Govt Rate	Kantanaforensics		4/18/2012	1	1	0	\$599.00	\$599.00	\$0.00		USED- SOFTWARE
123	Ergotron 42" Wall Track	CDW Government		10/3/2012	5	5	0	\$101.50	\$507.50	\$0.00	PD	CPPD 1/ REMAINDER AT JCSO (PER TF)
124	FLDRV 64G Patriot PEF64GSBUSBU3 R	Newegg		9/13/2012	8	8	0	\$61.99	\$495.92	\$0.00		USED
125	Blu-ray burner	Newegg		8/1/2013	4	4	0	\$119.99	\$479.96	\$0.00		TF4
126	Kingston 8GB 1333MHZ DDR3 NON-ECC	CDW Government	KVR1333D3N9H/8G	8/21/2013	8	8	0	\$57.81	\$462.48	\$0.00		USED
127	Ergotron 100 Series Monitor Pivot	CDW Government		10/3/2012	9	9	0	\$47.40	\$426.60	\$0.00	PD	CPPD 2/ TF1 FBI/ REMAINDER AT JCSO (PER TF)
128	Manager Chair	Costco		1/24/2013	4	4	0	\$99.99	\$399.96	\$0.00		TF2 / (JCSO 2 per TF)
129	VFC3 1yr license renewal - L E and Government	GetData	SOFTWARE LICENSE RENEWAL	9/2/2014	1	1	0	\$385.00	\$385.00	\$0.00		[AFP] USED
130	Striker soft shell jacket	WaterShed		6/21/2011	3	3	0	\$124.00	\$372.00	\$0.00		TF3
131	FTK Lab Connection SMS	Access Data		3/28/2012	4	4	0	\$90.00	\$360.00	\$0.00		USED
132	Antec Three hundred two gaming cases	CDW Government		8/23/2013	5	5	0	\$59.35	\$296.75	\$0.00		TF4
133	Ergotron wall track mounting kit	CDW Government		10/3/2012	9	9	0	\$30.63	\$275.67	\$0.00		TF1 / JCSO 8 (PER TF)
134	Camtasia Studio Government Electronic	TechSmith		7/29/2010	4	4	0	\$62.25	\$249.00	\$0.00		USED
135	FLDRV 32G Patriot PEF32GSBUSBU3 R	Newegg		9/13/2012	8	8	0	\$29.99	\$239.92	\$0.00		USED
136	Dry erase board, markers & duster	Office Depot		3/29/2013	1	1	0	\$236.41	\$236.41	\$0.00		JCSO (PER TF)
137	FLDRV 32G KST BT100G3 32GB RTL	Newegg		8/2/2013	10	10	0	\$21.99	\$219.90	\$0.00		USED
138	FLDRV 32G KST BT100G3 32GB RTL	Newegg		8/1/2013	10	10	0	\$21.99	\$219.90	\$0.00		USED
139	Ergotron 42" Wall Track	CDW Government		11/2/2012	2	2	0	\$101.50	\$203.00	\$0.00		JCSO (PER TF)
140	Ergotron 42" Wall Track	CDW Government		10/4/2012	2	2	0	\$101.50	\$203.00	\$0.00		JCSO (PER TF)
141	CDW Hardware installed on Desktop/notebook/printer	CDW Government		11/3/2013	20	20	0	\$10.00	\$200.00	\$0.00		ON HP LAPTOPS
142	Work Surf, SQ Edge Rect Lam 24d 42w	Herman Miller		1/20/2012	2	2	0	\$89.32	\$178.64	\$0.00		TF-JCSO STORAGE (PER TF)
143	SanDisk ImageMate All-in-One USB Card Reader	CDW Government	SDR-189-A20	8/11/2011	7	7	0	\$23.35	\$163.45	\$0.00	SR/ PD	CPPD2 (IN ITEM #87)/ TF5
144	FLDRV 16G Patriot PEF16GSBUSBU3 R	Newegg		9/13/2012	8	8	0	\$19.99	\$159.92	\$0.00		USED
145	Mount image pro v4	Get Data		7/29/2010	1	1	0	\$149.95	\$149.95	\$0.00		USED
146	Striker soft shell jacket	WaterShed		6/21/2011	1	1	0	\$146.40	\$146.40	\$0.00		TF
147	Work surf sq edge concave cor lam 24d	Herman Miller		1/20/2012	1	1	0	\$142.24	\$142.24	\$0.00		TF-JCSO STORAGE (PER TF)
148	Support Pannel Worksurface end lam 24d	Herman Miller		1/20/2012	2	2	0	\$71.12	\$142.24	\$0.00		JCSO STORAGE (PER TF)

149	Support panel wk surf end lam 24d	Herman Miller		1/20/2012	2	2	0	\$71.12	\$142.24	\$0.00		JCSO STORAGE (PER TF)
150	Striker soft shell jacket	WaterShed		6/21/2011	1	1	0	\$134.00	\$134.00	\$0.00		TF
151	Color panaboard wall mount kit	Clary Bus Mach		10/23/2012	1	1	0	\$119.00	\$119.00	\$0.00		At JCSO (PER TF)
152	Intel NIC PCIE X1 Low prof GB Adap	CDW Government		12/7/2011	4	4	0	\$29.00	\$116.00	\$0.00		TF4
153	Ergotron 100 series monitor pivot	CDW Government		11/2/2012	2	2	0	\$47.40	\$94.80	\$0.00		TF1 FBI/ JCSO (PER TF)
154	Work surf sq edge rec lam 24d 42w	Herman Miller		1/20/2012	1	1	0	\$89.32	\$89.32	\$0.00		TF-JCSO STORAGE (PER TF)
155	Work surf sq edge rect lam 24d 36w	Herman Miller		1/20/2012	1	1	0	\$83.44	\$83.44	\$0.00		TF-JCSO STORAGE (PER TF)
156	FTK 5 Standalone License renewal	AccessData	SOFTWARE LICENSE RENEWAL	9/8/2014	7	7	0	\$2,684.64	#####	\$0.00	USED	[AFP]
157	All Access Pass Computer Forensics	AccessData		11/18/2013	1	1	0	\$8,000.00	\$8,000.00	\$0.00	USED	SERVICE
158	RSA Securid Appliance Bun 50U	CDW Government		3/16/2012	1	1	0	\$7,400.00	\$7,400.00	\$0.00	SRA	PRIMARILY DISPOSED (LOCATED TOKENS ONLY) See #94
159	Lima Standard	IntaForensics		11/28/2013	1	1	0	\$5,400.00	\$5,400.00	\$0.00	ACTIVE	(MC000569) Process management system?
160	Windows 8 Professional System Builder	Amazon		4/11/2013	23	23	0	\$135.99	\$3,127.77	\$0.00	USED	software license
161	IEF Standards w/1yr SMS - USB Dongle	Magnet Forensics		7/2/2013	1	1	0	\$3,013.00	\$3,013.00	\$0.00	SRH	
162	Implementation Knowledge Transfer	Access Data		3/28/2012	3	3	0	\$850.00	\$2,550.00	\$0.00	USED	Professional Services
163	MS Office HB 2010 32bx64	Newegg		3/27/2013	9	9	0	\$279.99	\$2,519.91	\$0.00	USED	SOFTWARE
164	Adobe Acrobat XI Standard	Amazon		4/11/2013	9	9	0	\$279.99	\$2,519.91	\$0.00	USED	SOFTWARE
165	Lima Assets Module	IntaForensics		11/28/2013	1	1	0	\$2,300.00	\$2,300.00	\$0.00	USED	Software add on for item #162
166	Cisco Services for Intrusion Prev System Replacement	CDW Government		4/27/2012	1	1	0	\$1,175.84	\$1,175.84	\$0.00	DISPOSED	Professional Services/ RELATED TO ITEMS# 2, 3, 94, 158 & 168
167	Lima 5 Client Licence	IntaForensics		11/28/2013	1	1	0	\$755.00	\$755.00	\$0.00	USED	Associated with #159 & 165
168	RSA MNT+ Base Edition 1yr 50U	CDW Government		3/16/2012	1	1	0	\$725.00	\$725.00	\$0.00	DISPOSED	Professional Services/ RELATED TO ITEMS# 2, 3, 94, 158 & 168
169	Camtasia Studio Upgrade 8.0	TechSmith		3/29/2013	4	4	0	\$124.50	\$498.00	\$0.00	USED	SOFTWARE UPGRADE
170	Cisco Smartnet 8x5xNBD CON-SNT-2911	CDW Government		5/25/2012	1	1	0	\$371.14	\$371.14	\$0.00	DISPOSED	Professional Services/ RELATED TO ITEMS# 2, 3, 94, 158 & 168
171	VMWare Fusion 4	Apple Inc		12/7/2011	6	6	0	\$49.95	\$299.70	\$0.00	USED	SOFTWARE
172	VF1 to VF02 Upgrade law enforcement and govt	Get Data		7/29/2010	1	1	0	\$279.00	\$279.00	\$0.00	USED	upgrade/ not physical
173	Cisco Smartnet 8x5xNBD CON-SNT-S2960S2TS	CDW Government		5/25/2012	1	1	0	\$274.14	\$274.14	\$0.00	DISPOSED	Professional Services/ RELATED TO ITEMS# 2, 3, 94, 158 & 168
174	Camtasia Studio Maint	TechSmith		3/29/2013	4	4	0	\$62.25	\$249.00	\$0.00	USED	SOFTWARE
175	lwork Retail Int MB942Z/A	Apple Inc		12/6/2011	6	6	0	\$39.00	\$234.00	\$0.00	USED	SOFTWARE
176	Cisco Smartnet 8x5xNBD CON-SNT-SACS1121	CDW Government		5/25/2012	1	1	0	\$204.50	\$204.50	\$0.00	DISPOSED	Professional Services/ RELATED TO ITEMS# 2, 3, 94, 158 & 168
177	VMWare Fusion 4	Apple Inc		12/7/2011	4	4	0	\$49.95	\$199.80	\$0.00	USED	SOFTWARE

178	Iwork Retail Int MB942Z/A	Apple Inc		12/6/2011	4	4	0	\$39.00	\$156.00	\$0.00	USED	SOFTWARE
179	VMWare Fusion 4-USA	Apple Inc		2/15/2012	1	1	0	\$49.95	\$49.95	\$0.00	USED	SOFTWARE

Exhibit "B" Distribuiton of Assets
 THE FOLLOWING TO BE DISTRIBUTED RETAINED CENTRAL POINT

Line #	Description	Vendor	Serial No.	Quantity	Confirmed Location	Notes
5	HP ProBook Laptop Computers	CDW Government	2CE331ORKW, 2CE331ORKX, 2CE331ORLO, 2CE331ORL1, 2CE331ORL3, 2CE331ORKB, 2CE331ORKC, 2CE331ORKL, 2CE331ORKN, 2CE331ORKT, 2CE331ORHN, 2CE331ORHP, 2CE331ORHS, 2CE331ORJ0, 2CE331ORJ9, 2CE331ORGS, 2CE331ORGX, 2CE331ORGY, 2CE331ORHD, 2CE331ORHH	20	SRF	NOTE: CPPD5 (SERVER ROOM BOX F) / JCSO3 Per JCSO Inventory / TF11 & JCSO1 (4 TOTAL AT JCSO PER TF)
21	Mitsubishi 1 1/2 ton ductless air conditioner	National Heat & AC		1	SR	(ME000522) ACTIVE ASSET / INSTALLED IN SERVER ROOM
27	Cisco WS C2960S 48FPS L 2960 48 Port Catalyst Switch	Amazon		1	SRIDF	MOUNTED IN IDF
28	Panasonic Toughbook Tablet	Rugged Depot	3FTYA13158	1	PD	CSO TRUCK OR LT CHARGER
33	Canon T21 35mm Camera	Costco		1	PD	CID?

**Exhibit "B" Distribuiton of Assets
THE FOLLOWING TO BE DISTRIBUTED RETAINED CENTRAL POINT**

34	3200 Lumen WXGA DLP ST Projector	Lyme Computer		1	PD	POSS. MOUNTED TO CEILING CP COMPUTER TRAINING ROOM
35	Dry Erase Marker Board	Optima		1	PD	MOUNTED IN CP COMPUTER TRAINING ROOM?
60	Level 3 serpa light tactical holster & nylon belt	BlackHawk		1	PD	PD 6L3
LINE#	DESCRIPTION	QTY	LOCATION			
47	1 Vizio 26" LCD HDTV SN LFMBBAL1766363	1	PD			
92	1 Blackhawk Thunderbolt Door Ram	1	CPPD			
93	1 Blackhawk Halagin Tool	1	CPPD			
94	1 Blackhawk Thor's Hammer	1	CPPD			

ALL OTHER ITEMS LISTED FOR ON EXHIBIT "A" TO BE DISTRIBUTED TO THE MEDFORD POLICE DEPARTMENT