



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, June 13, 2019

Next Res(1581) Ord (2058)

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

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

- VI. CONSENT AGENDA
 - A. Approval of May 23, 2019 City Council Minutes
 - B. Parks Commission Report May 2019

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING

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

- A. Resolution No. _____, Accepting a Deed of Dedication for Land referred to as the Don and Flow Bohnert Family Farm Park from Twin Creeks Development Company, LLC. (Samitore)
- B. Resolution No. _____, A Resolution Certifying the Provision of Municipal Services by the City of Central Point, Oregon (Weber)
- C. Resolution No. _____, Receiving State Revenue Sharing Funds for Fiscal Year July 1, 2019 through June 30, 2020 (Weber)
- D. Resolution No. _____, Adopting the Budget; Make Appropriations and Levy Taxes for the Biennial Budget Period July 1, 2019 Through June 30, 2021 (Weber)

IX. ORDINANCES, AND RESOLUTIONS

Mayor
Hank Williams

Ward I
Neil Olsen

Ward II
Kelley Johnson

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

- A. Resolution No. _____, A Resolution Approving Appointments and Adopting General Procedures for Fiscal Year 2019-2020 (Weber)
- B. Resolution No. _____, A Resolution to Close the High Tech Crime Unit Fund (Weber)
- C. Resolution No. _____, Resolution No. _____, A Resolution Ratifying the Police Collective Bargaining Agreement and Authorizing the Mayor and City Manager to Sign the Agreement 2019-2023 Police Collective Bargaining Agreement (CBA) (Simas)
- D. Resolution No. _____, Resolution No. _____, A Resolution Adopting the July 1, 2019 - June 30, 2020 Classification Pay Plan (Simas)

X. BUSINESS

- A. RVTB Bus Stop Shelter Location Change (Samitore)
- B. Planning Commission Report (Humphrey)

XI. MAYOR'S REPORT

XII. CITY MANAGER'S REPORT

XIII. COUNCIL REPORTS

XIV. DEPARTMENT REPORTS

XV. EXECUTIVE SESSION - ORS 192.660 (2)(h) Legal Counsel

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

XVI. ADJOURNMENT

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

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

CITY OF CENTRAL POINT

Oregon

City Council Meeting Minutes Thursday, May 23, 2019

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Also present were: 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 Steven Weber, Police Captain Dave Croft, Public Works Construction Manager Greg Graves, and Public Works Office Assistant Cyndi Weeks.

IV. SPECIAL RECOGNITION

Community Development Director Tom Humphrey presented a Certificate of Appreciation to Bob and Julie Fellows for their work and coordination in building two housing units on a lot on North 2nd Street that blended in nicely with the neighborhood.

V. PUBLIC COMMENTS - None

VI. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

A. Approval of April 25, 2019 City Council Minutes

VII. ITEMS REMOVED FROM CONSENT AGENDA - None

VIII. PUBLIC HEARING

Minutes Acceptance: Minutes of May 23, 2019 7:00 PM (CONSENT AGENDA)

A. Resolution No. _____, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget

Finance Director Steve Weber explained how the budget for the East Pine Street Renovations had been approved but failed to be included in the final budget. A few other housekeeping items include a couple of general fund changes, an IT funds transfer, and earnest money for the S Haskell Public Works yard.

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

Kelley Johnson made a motion to approve Resolution No. 1576, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

B. Resolution No. _____, Authorizing Exemption from Competitive Bidding and Awarding a Contract to OBEC Consulting Engineers for Mingus Creek Culvert Replacement

Parks and Public Works Director Matt Samitore reported that heavy rain and an eroding road is causing Mingus Creek Bridge to become unsafe. With OBEC being the engineer of record for the Freeman Road project, staff is asking that they be directly appointed to replacing this culvert in an effort to get the work done quickly.

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

Brandon Thueson made a motion to approve Resolution No. 1577, Authorizing Exemption from Competitive Bidding and Awarding a Contract to OBEC Consulting Engineers for Mingus Creek Culvert Replacement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Rob Hernandez, At Large
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

IX. ORDINANCES, AND RESOLUTIONS

A. Resolution No. _____, Approving a Commercial Lease Between City and Central Point Area Senior Citizens, Inc., an Oregon Non-Profit Corporation for Property Located at 123 N. 2nd Street and Authorizing City Manager to Execute Agreement

Parks and Public Works Director Matt Samitore explained that the current lease for the Senior Center expires at the end of June. With the possibility of a new community center within the next 4 years, Matt has suggested that a new lease be signed for two year contract with an option to renew for another two years.

Rob Hernandez made a motion to approve Resolution No. 1578, Approving a Commercial Lease Between City and Central Point Area Senior Citizens, Inc., an Oregon Non-Profit Corporation for Property Located at 123 N. 2nd Street and Authorizing City Manager to Execute Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Hernandez, At Large
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

B. Resolution No. _____, Approving that IGA with Jackson County School District No. 6 and the City of Central Point for Joint Use of District and City Recreation Facilities and Authorizing the City Manager to Execute Agreement

Parks and Public Works Director Matt Samitore explained that though the City has always had an agreement with the School District 6 to trade equipment and facility use, a formal agreement should be put in place to solidify the agreement and address any areas of concern.

Kelley Johnson made a motion to approve Resolution No. 1579, Approving that IGA with Jackson County School District No. 6 and the City of Central Point for Joint Use of District and City Recreation Facilities and Authorizing the City Manager to Execute Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Michael Parsons, At Large
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

C. Resolution No. _____, Supporting Oregon Public Employee Retirement System (PERS) Reform.

City Manager Chris Clayton explained that after drafting the staff report for this resolution the State Senate approved House Bill 1049 for PERS reform. Public entities are not able to sustain increases indefinitely. There was discussion about the principles and the fact that the senate has already approved HB 1049. This resolution may not be necessary at this time now that the House has passed the new legislation. It was recommended that the resolution be tabled until we have more information from the House and legislation that is being discussed at the state level.

Neil Olsen made a motion to table the Resolution Supporting Oregon Public Employee Retirement System (PERS) Reform.

Minutes Acceptance: Minutes of May 23, 2019 7:00 PM (CONSENT AGENDA)

RESULT:	WITHDRAWN [UNANIMOUS]
MOVER:	Neil Olsen, Ward I
SECONDER:	Michael Parsons, At Large
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

D. Resolution No. _____, A Resolution Adopting the 2019 Public Works Standards and Specifications

Public Works Construction Manager Greg Graves outlined the revised Public Works Standards and Specifications. Revisions include changes in the materials used for water services, requirements for tracer wire to be used, updated ADA requirements, specific guidelines for what and where contractors can store materials, and that all water parts and pressure gauges must be issued from the City.

Brandon Thueson made a motion to approve Resolution No. 1580, A Resolution Adopting the 2019 Public Works Standards and Specifications.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

X. BUSINESS

A. Planning Commission Report

Community Development Director Tom Humphrey explained the items discussed included 2019 Residential UGB Amendment mapping changes, introduction to the 2019 Employment Buildable Lands Inventory, and introduction to 2019 Economic Element Update. Residents Katy Mallams and Larry Martin both live in the UGB area and stepped up to announce their approval of the changes to the UGB.

RESULT:	FOR DISCUSSION ONLY
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B. Parks and Recreation Commission Appointment

Mayor Hank Williams presented two applications for the Parks and Recreation Commission. The Mayor and Matt Samitore both highly recommend Sharon Rogers.

Mike Parsons made a motion to appoint Sharon Rogers to the Parks and Recreation Commission with a term expiring December 31, 2022.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Tanee Brownning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

XI. MAYOR'S REPORT

Mayor Williams reported that he attended:

- Central Point Chamber Greeters
- Friends of the Fair
- Water Commission meeting
- Study Session meeting
- Made in Southern Oregon

XII. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- Concert tickets are available for LoCash May 31st.
- The Memorial Day event is coming up this weekend.
- The first meeting in June will see a request for approval for the Chamber renovation construction to be set for September.
- Two older HVAC units on the older portion of the building, one of which will be replaced this budget year.
- Concrete work will be done on the front portion of City Hall.
- A topic of interest is that Phoenix and Ashland are having budget issues.
- Made in Southern Oregon went well. Well attended despite the wind.
- School District bond passed for the Asante facility. There will be some land use items for this coming up.

XIII. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended:

- Medford Chamber luncheon
- Airport Advisory Committee meeting
- CraterWorks MakerSpace ribbon cutting
- Made in Southern Oregon

Council Member Brandon Thueson reported that he attended:

- Budget meetings
- Study Session
- CraterWorks MakerSpace ribbon cutting

Council Member Rob Hernandez reported that he attended:

- 3 Budget meetings
- 2 Fire District Budget meetings

- Friends of the Fair

Council Member Tanea Browning reported that she attended:

- Community HOC
- Council Coffee and Cops
- Rotary Auction & Friends of the Fair Dinner
- Meeting in Salem with Governor Kate Brown regarding LOC priorities
- All Budget meetings
- Made in Southern Oregon
- MakerSpace ribbon cutting
- Study Session Meeting
- Chamber Greeters at Pear Valley

Council Member Mike Parsons reported that he attended:

- 3 Budget meetings
- Coffee and Cops
- Planning Commission meeting
- Friends of the Fair

Council Member Neil Olsen reported that he attended:

- Made in Southern Oregon
- Geocache Challenge

XIV. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

- Both Congressman Greg Walden and Senator Ron Wyden will be speaking at the Memorial Day event. Both would like to fundraise for the Dennis Richardson Memorial.
- Made in Southern Oregon will be changing times next year to possibly 11:00-4:00.
- Twin Creeks Crossing project's new contractor is good and paving should start next week.

Police Chief Kris Allison reported that:

- There were around 500 DARE graduates this year. Even though federal funding for the program has been eliminated, we have supported our own program.

- DARE Day festival will be on May 31st at Twin Creeks Park.
- DARE Cruise is the fundraiser that supports our program. It will be on August 10th with a new route.

Finance Director Steve Weber reported that a Lunch & Learn was held on May 8th . The main topic of discussion was budget.

Community Development Director Tom Humphrey reported that:

- Karin SKelton is gone for two weeks, but there is a temp covering for her.
- A job offer has been extended for a new City Planner.
- Rogue Creamery closed on the property of the old trailer park for expansion of cold storage.
- He will be attending a Brownfields meeting next week.
- A couple of façade improvement applications have come in.

XV. ADJOURNMENT

Neil Olsen moved to adjourn, all said “aye” and the Council Meeting was adjourned at 8:35 p.m.

The foregoing minutes of the May 23, 2019, Council meeting were approved by the City Council at its meeting of June 13, 2019.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of May 23, 2019 7:00 PM (CONSENT AGENDA)



City of Central Point *Staff Report to Council*

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Public Works
FROM:	Matt Samitore, Parks and Public Works Director		
MEETING DATE:	June 13, 2019		
SUBJECT:	Parks Commission Report May 2019		
ACTION REQUIRED:	Consent Agenda Item		RECOMMENDATION:
			Approval

BACKGROUND INFORMATION: The Parks Commission met on May 16, 2019 and discussed the following items.

- A. **Dennis Richardson Memorial Ad Hoc Committee Update:** The Park Commission received a report on the formation of the ad hoc committee and the process for developing a memorial for Dennis Richardson. The Commission was supportive of these efforts and looks forward to reviewing plans as they are developed.
- B. **Central Point Little League – Master Plan/Lease Agreement.** The Commission was updated on the Central Point Little League agreement which will be drafted by the city attorney and the funds approved in the 2019-21 budget for initial review of development of a master plan for the site. The Commission supported moving forward with the agreement and the master planning process.
- C. **Special Event Rate Changes:** Special event rate changes and new charges that had been developed for Rec & Go Birthday Parties that were approved by City Council were reviewed with the Commission. The rates were streamlined to better integrate with the new recreation program software system.
- D. **Park Banking:** The Commission was presented with the concept of park banking for the east side of Central Point area located between Hamrick and Gebhard Roads. The idea was that rather than small parks created by the individual developers, they would instead pay the city a specified price per square foot into a reserve fund. These funds would then be used to acquire land around the White Hawk Development to expand that planned park creating one large park for the entire area. Land negotiations would need to occur with the Picollo and Himmelman estates for this to occur. The Park Commission approved the park banking concept and agreed to forward it to City Council

for consideration.

- E. **2019-21 Park and Recreation Budget:** A presentation on the 2019-21 Park and Recreation Budget was made. The Park Commission was supportive of the budget plan.
- F. **Community Center Update:** The Commission was updated on the results of the positive survey results related to building a Community Center and city council concerns related to the less positive results related to the possibility of the maintenance fee.
- G. **Recreation Program Updates:** The new CivicRec software program is up and running. While there have been some technical problems with the rollout, the program is working well overall. Approximately, 70% of transactions are now done online which is a great improvement over the previous system. The summer recreation guide has been published and sent out to the public – A wide variety of classes and summer camps are being offered.
- H. **Special Events:** Upcoming summer events include Made in Southern Oregon, Movies in the Park, Park and Recreation Day, and of course, all of the 4th of July festi

FINANCIAL ANALYSIS: N/A

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the May 16, 2019 Parks Commission Report.

RECOMMENDED MOTION: I move to approve the May 16, 2019 Parks Commission Report.



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Public Works
FROM:	Matt Samitore, Parks and Public Works Director		
MEETING DATE:	June 13, 2019		
SUBJECT:	Resolution No. _____, Accepting a Deed of Dedication for Land referred to as the Don and Flow Bohnert Family Farm Park from Twin Creeks Development Company, LLC.		
ACTION REQUIRED:	Public Hearing Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: The City has been working with the developer of Twin Creeks, Bret Moore of Twin Creeks Development, LLC and the Johnson Family to construct an all-age park in the Northern part of Twin Creeks, named the Don and Flo Bohnert Family Farm Park. The first phases of the park, including the paths and exercise equipment, were completed in 2017 and the rest of the park, including the landscape and irrigation, and courts were finished this past spring. A small area of landscaping along the northwest portion of the park is still under construction. Construction of the gazebo is also underway.

The City received a large grant from the Oregon Parks Department contingent on the first two phases being complete and a formal deed transfer to the City being recorded. The remaining items to be constructed are the playground and an associated restroom. Both are anticipated to be complete by fall based upon the successful deed transfer. The playground is “farm-themed” and fits with the farming legacy of the Bohnert Family.

Currently, the park land is encumbered by covenants, conditions and restrictions (CC&R’s) for the underlying development. The City has been working with the developer to prepare an amendment to the CC&Rs to remove Bohnert Park from the terms of the CC&Rs. To date, that process has not been completed, however, the City feels confident it will be able to work with the developer and/or the association to ensure that step is completed in the future.

Time is of the essence in accepting the dedication of this land, as dedication is a condition of the grant award, which will expire soon if not accepted and used by the city. To avoid this result, staff is recommending the City accept dedication of the subject property, in the form provided in the agenda packet, with the understanding that the city will continue to work to remove the underlying CC&Rs.

In the meantime, the City has received written approval to complete construction of the park from the area Homeowners Association (HOA) design review committee (which is required under the current CC&Rs). In the event there are additional items needed for the park while still

subject to the CC&Rs, staff feels confident it can work with the HOA in the future to obtain its consent to make those additional improvements.

In addition to the CC&Rs, the property is also encumbered by an easement for a non-existing Rogue River Valley Irrigation District line and utility easements. Staff doesn't have any issues with the easements remaining.

FINANCIAL ANALYSIS: The current improvement value based upon the developer's receipts, including the grant monies from the Johnson Family and the gazebo, is \$344,700. The City anticipates adding an additional \$150,000 of improvement value with the playground and restroom.

LEGAL ANALYSIS: The City has the authority to accept the dedication but should continue to work with the developer to remove the CCRs from the park. In addition, prior to recording the deed, the City must ensure receipt of the tax assessor's certification that all property taxes have been paid pursuant to ORS 311.411.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Strategic Priority Recreation:

Goal 2- Provide high-quality facilities, parks, and open spaces that attract resident and non-resident use.

STAFF RECOMMENDATION: Staff recommends approval of the proposed resolution for the deed of dedication.

RECOMMENDED MOTION: I move to approve Resolution No. _____ accepting a deed of dedication for land referred to as the Don and Flo Bohnert Family Farm Park from the Twin Creeks Development Company, LLC for park purposes and directing the city manager to take such steps as may be required to complete the donation.

ATTACHMENTS:

1. Bohnert Park Playground Design 9-14-17
2. Restroom Drawings
3. CCE_000026
4. RESO Accepting Dedication Deed - Bohnert Park
5. Dedication Deed - Bohnert Park

BonnertPark SITE PLAN

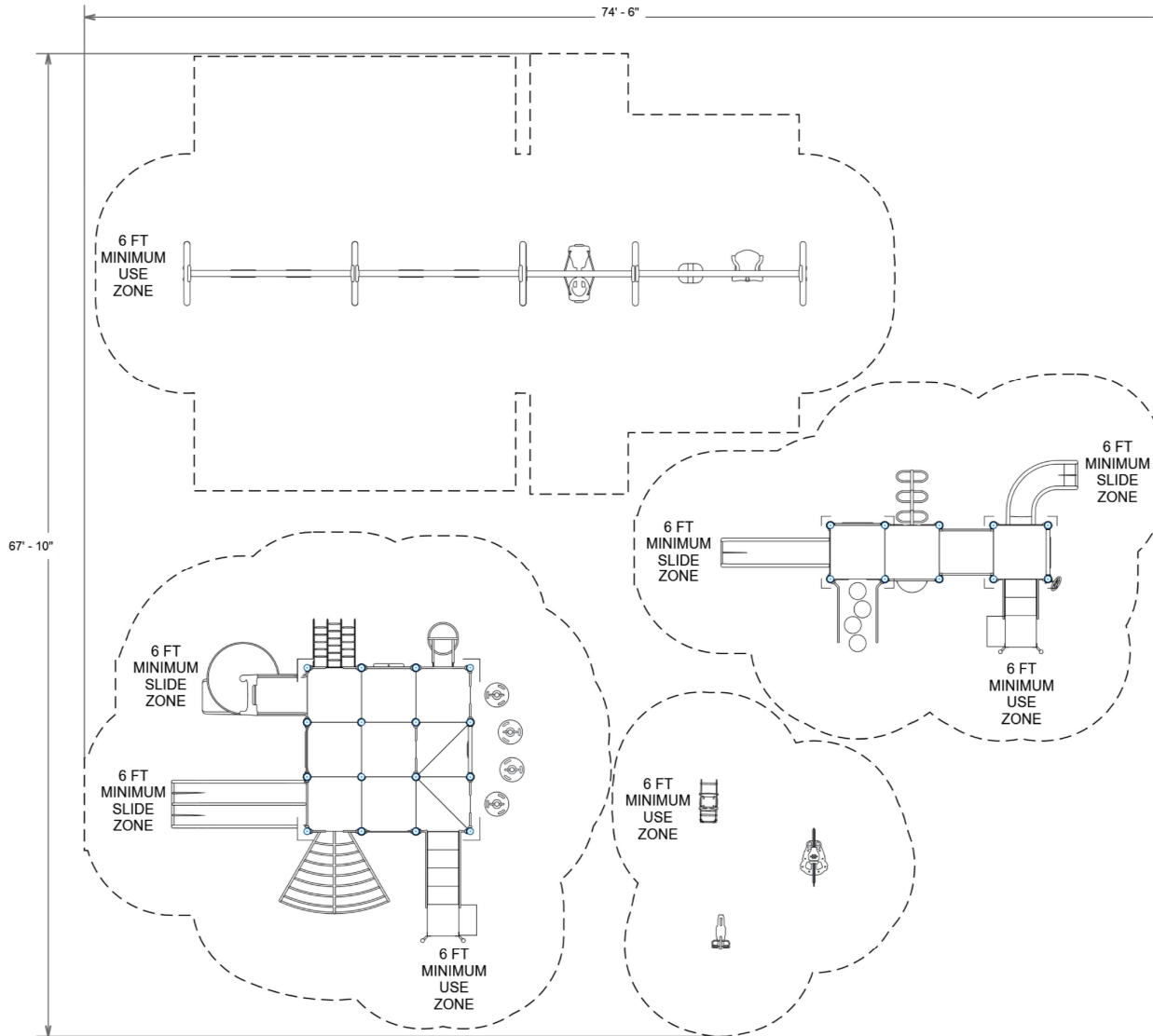
ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
16	17/8	0	15/5	8/3

8.A.a

R5

FOR KIDS
AGES
[Mixed]



GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Krauss Craft, Inc. will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSI Handbook For Public Playground Safety, Section 4 Surfacing.

PROJECT#: _____
DATE: 7/18/2017 | DRAWN BY: _____

MIN. USE ZONE: 75' x 68'

PLAYCRAFT REP:
Playcraft Direct, Inc.



BonnertPark
SW VIEW

R5

8.A.a
FOR KIDS
AGES
5-12



STRUCTURE#: R50PC9601

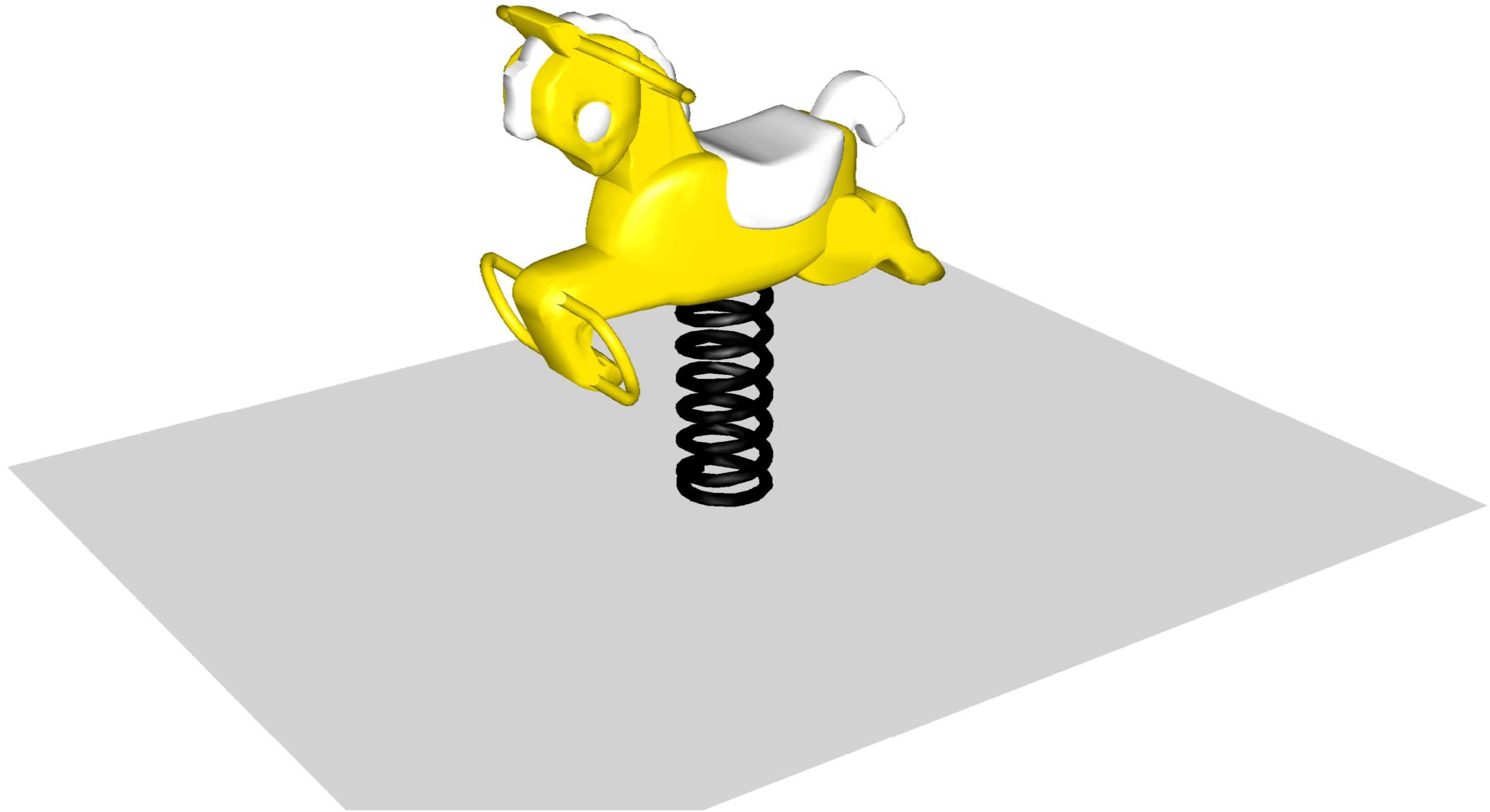
PROJECT#:

DATE: 7/18/2017 | DRAWN BY: LAR



R5

8.A.a
FOR KIDS
AGES
5-12



STRUCTURE#: FREPC1330

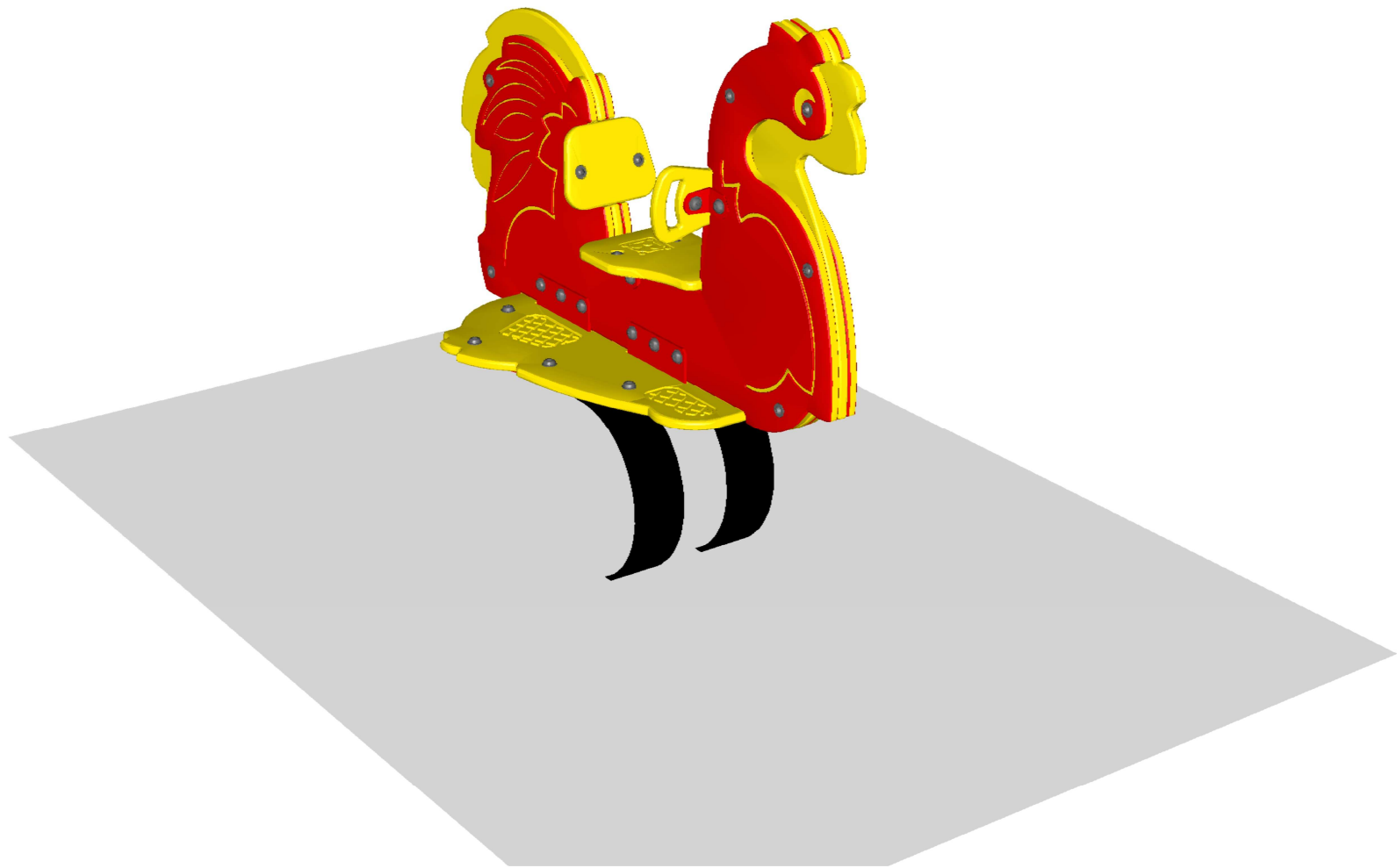
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DATE: 7/18/2017 | DRAWN BY: LAR



R5

8.A.a
FOR KIDS
AGES
5-12



STRUCTURE#: FREPC1388

PROJECT#:

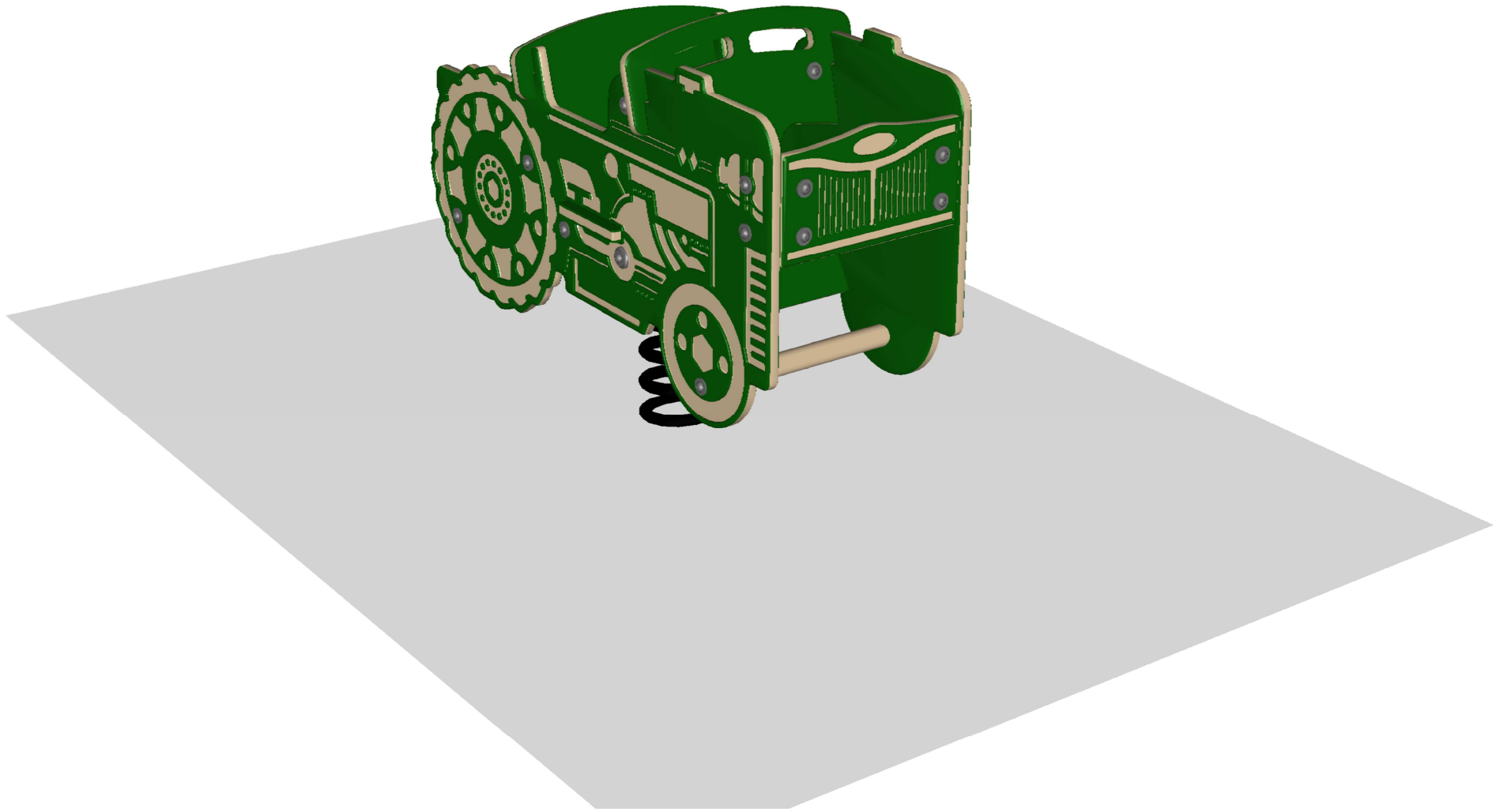
DATE: 7/18/2017 | DRAWN BY: LAR



BonnertPark
SW VIEW

R5

8.A.a
FOR KIDS
AGES
5-12



STRUCTURE#: FREPC1343

PROJECT#:

DATE: 7/18/2017 | DRAWN BY: LAR

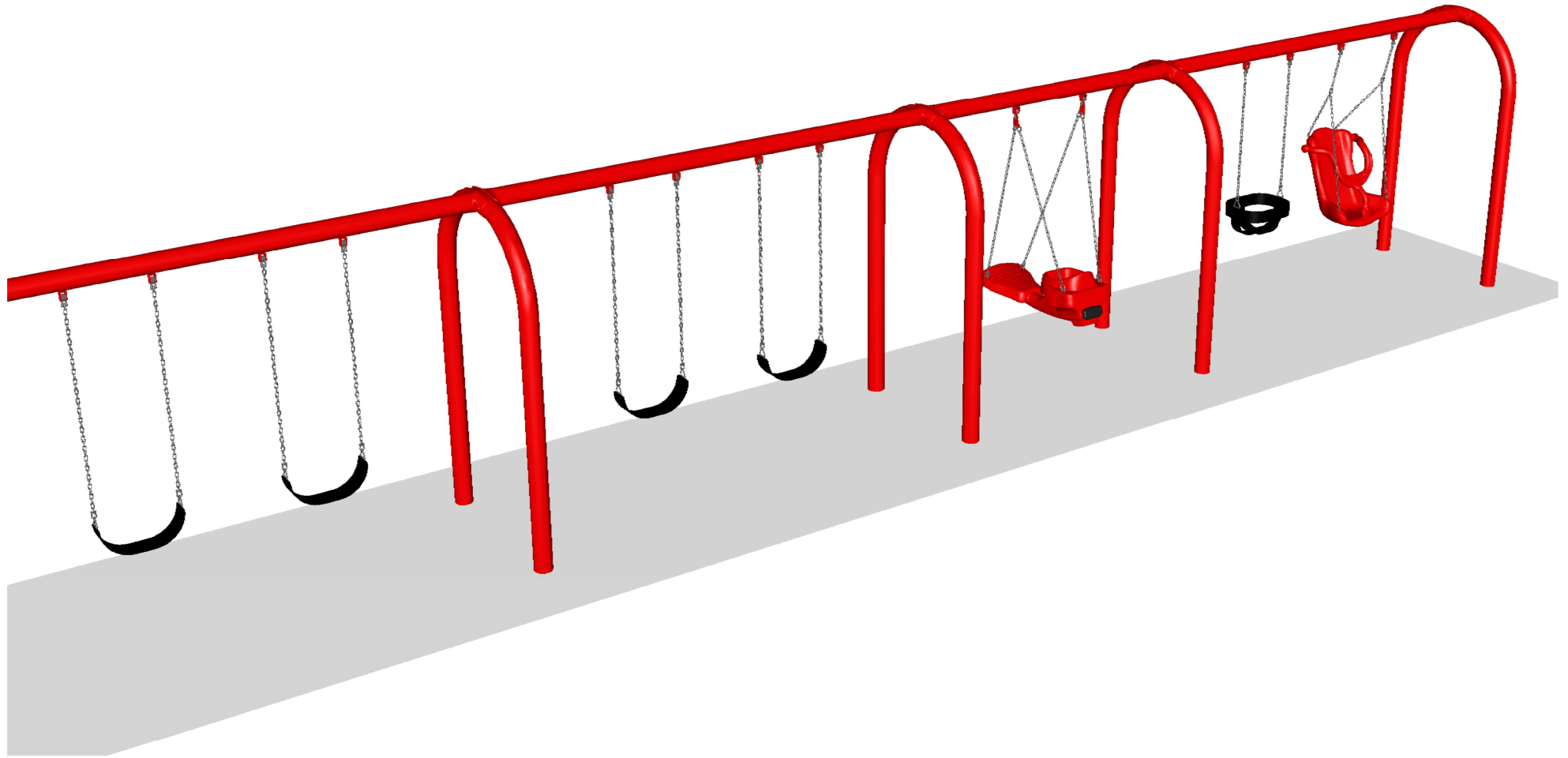


Attachment: Bohnert Park Playground Desgin 9-14-17 (1153 : Bohnert Family Farm Park Deed Transfer)

BonnertPark
SW VIEW

R5

8.A.a
FOR KIDS
AGES
2-12



STRUCTURE#: Arch Swings

PROJECT#:

DATE: 7/18/2017 | DRAWN BY:

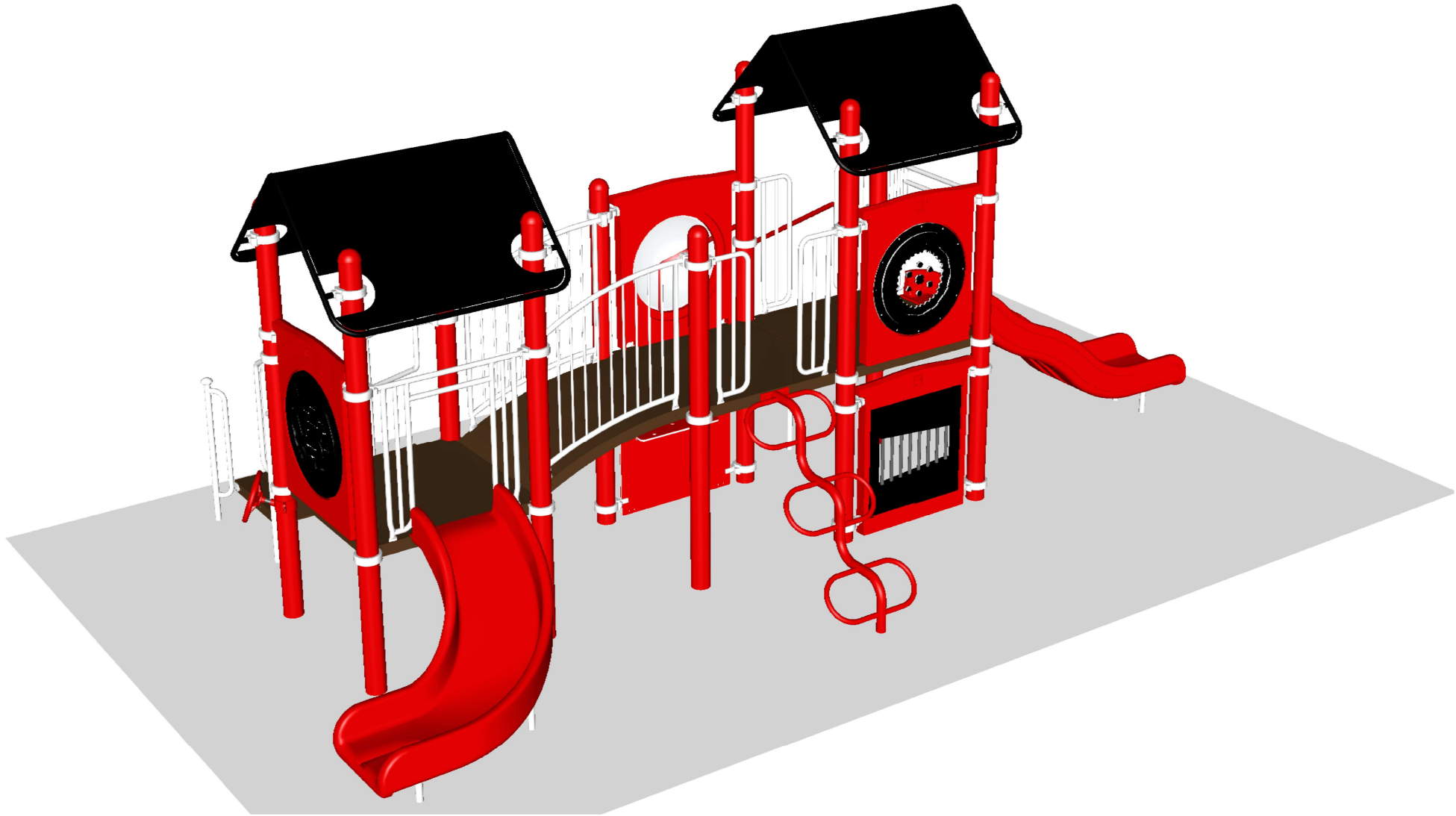


Attachment: Bohnert Park Playground Design 9-14-17 (1153 : Bohnert Family Farm Park Deed Transfer)

BonnertPark
SW VIEW

R5

8.A.a
FOR KIDS
AGES
2-5



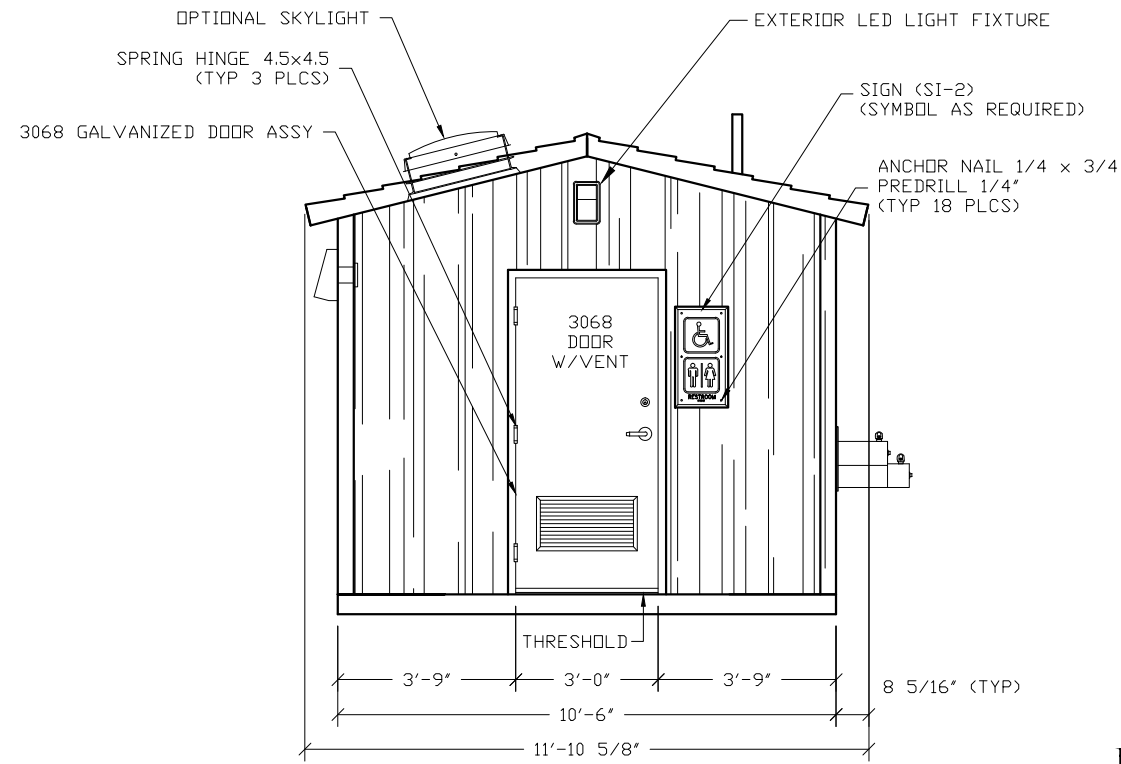
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PROJECT#:

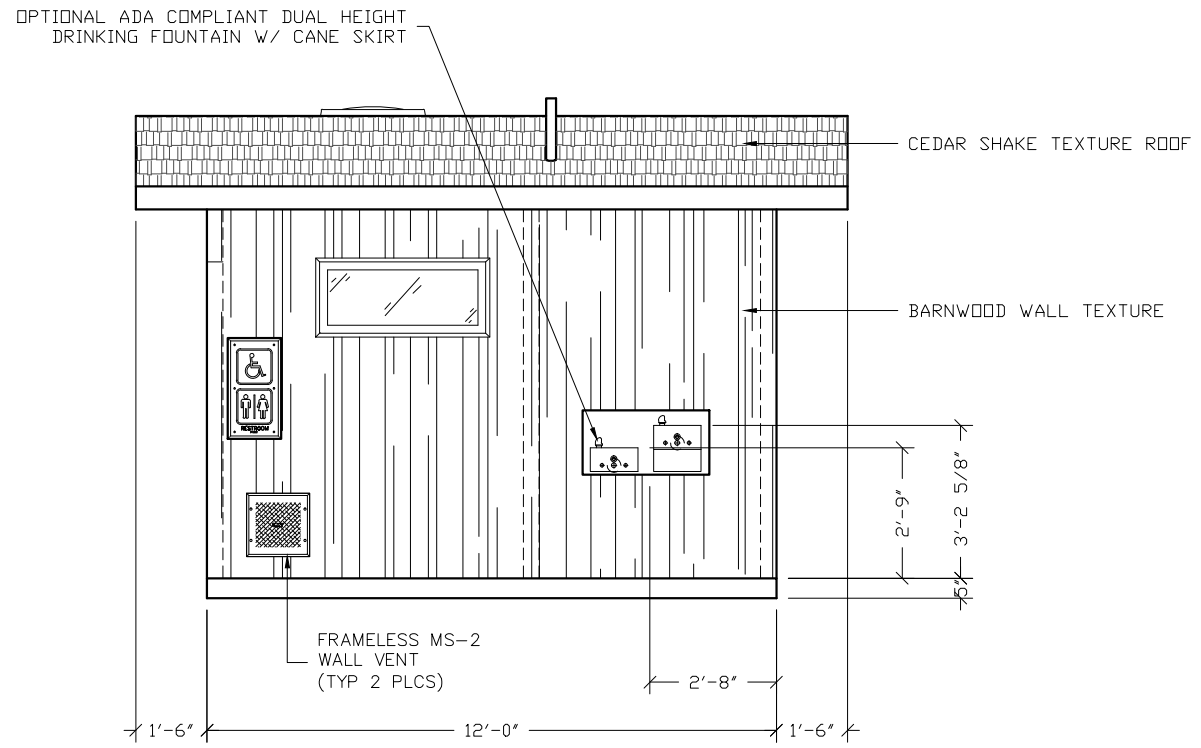
DATE: 7/18/2017 | DRAWN BY:



Attachment: Bohnert Park Playground Design 9-14-17 (1153 : Bohnert Family Farm Park Deed Transfer)

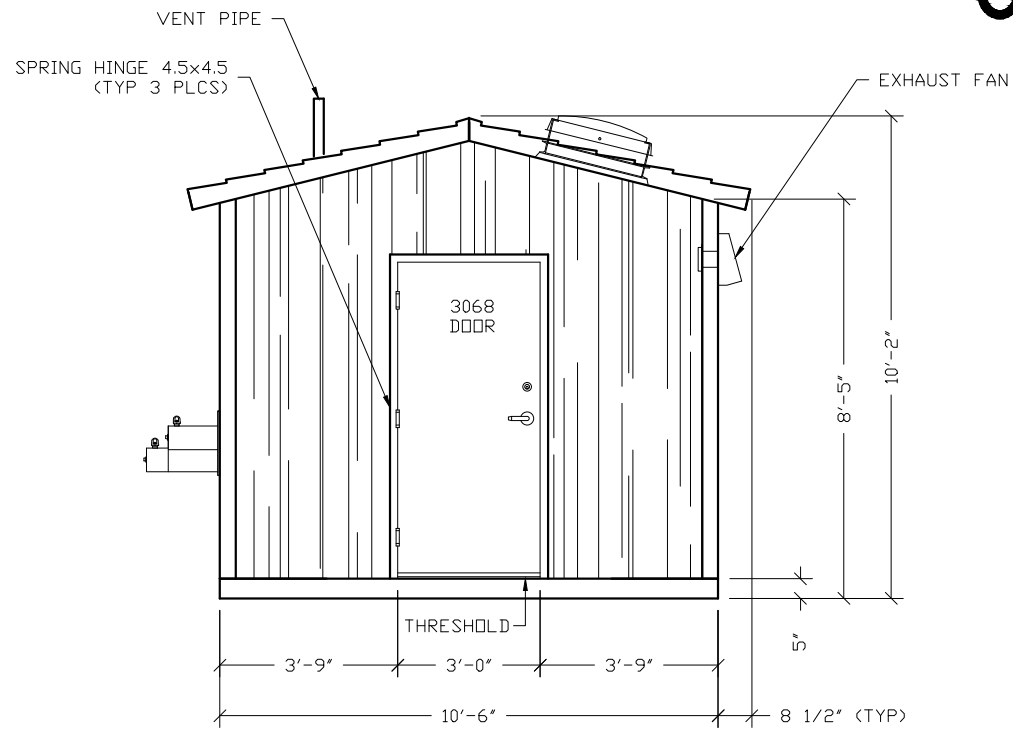


LEFT END ELEVATION

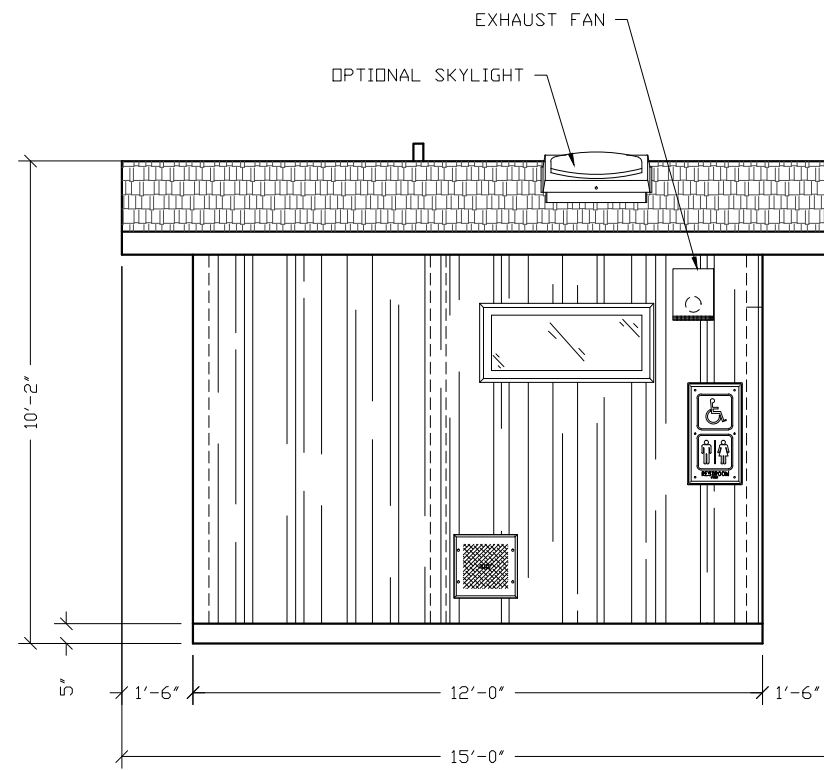


RIGHT END ELEVATION

**FOR
REFERENCE
ONLY**



BACK ELEVATION



LEFT END ELEVATION

EMBEDDED MATERIALS	
ITEM	QTY
SI-2	3
ANCHOR NAIL 1/4x3/4	18
3068 DOOR ASSEMBLY	2
SPRING HINGE 4.5x4.5	6

CU. FT. CONC.	SQ. FT. W.W.F.
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APPROXIMATE WEIGHT

3808 N. Sullivan Bldg. #7 Spokane, WA 99216

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
OZARK 1
CXT STANDARD BUILDING

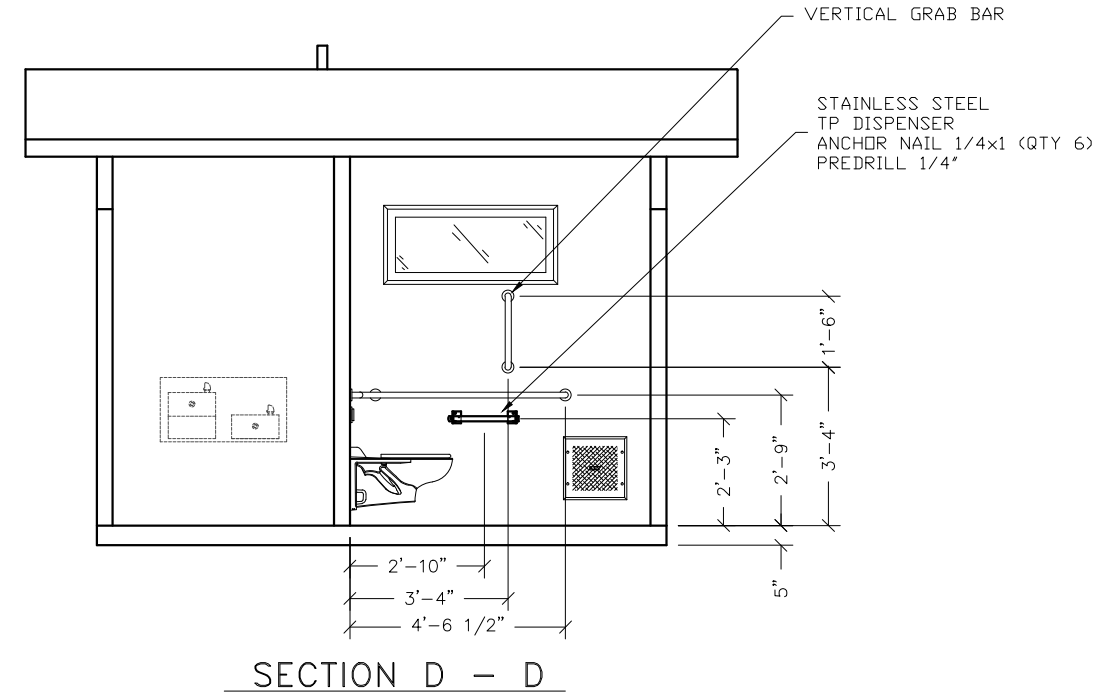
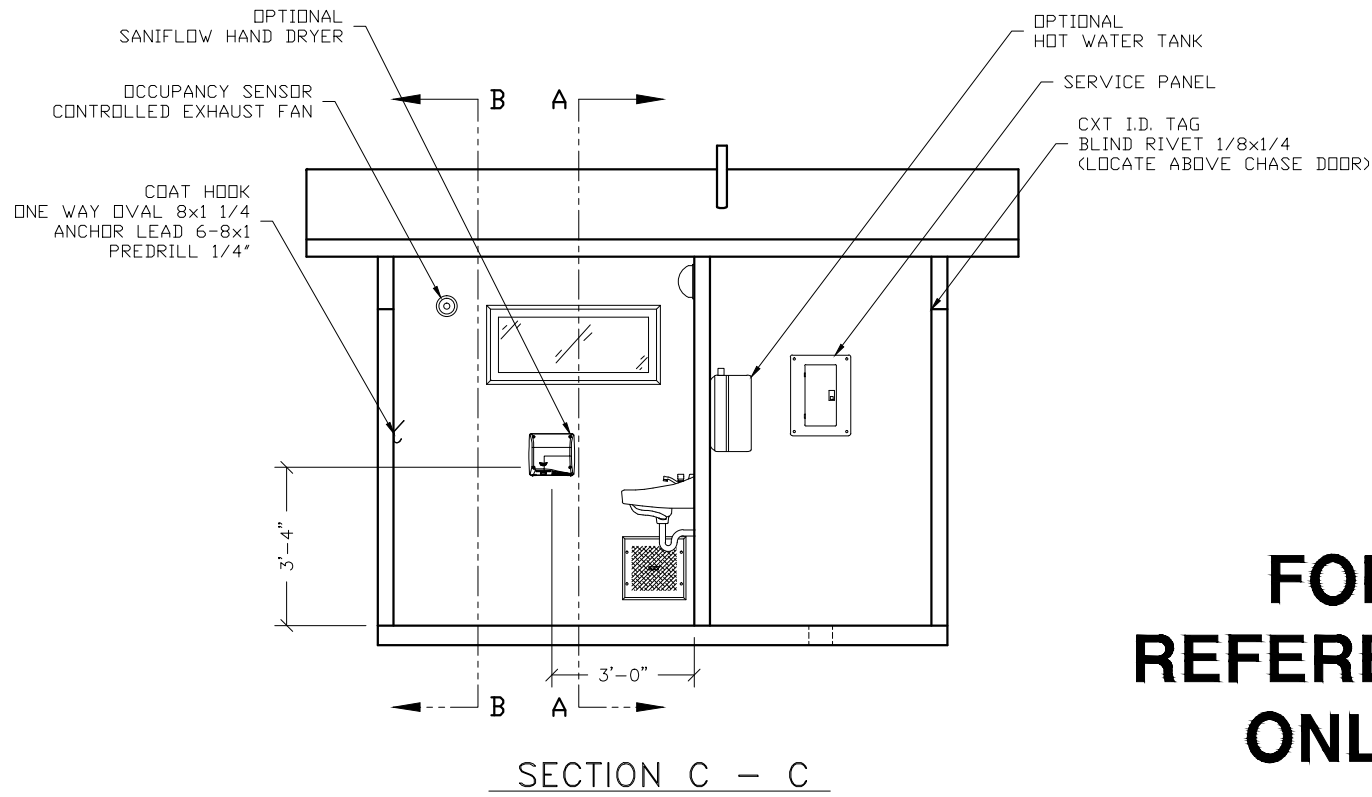
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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	PD-OZ102	
CHECKED	PLLOT	48	

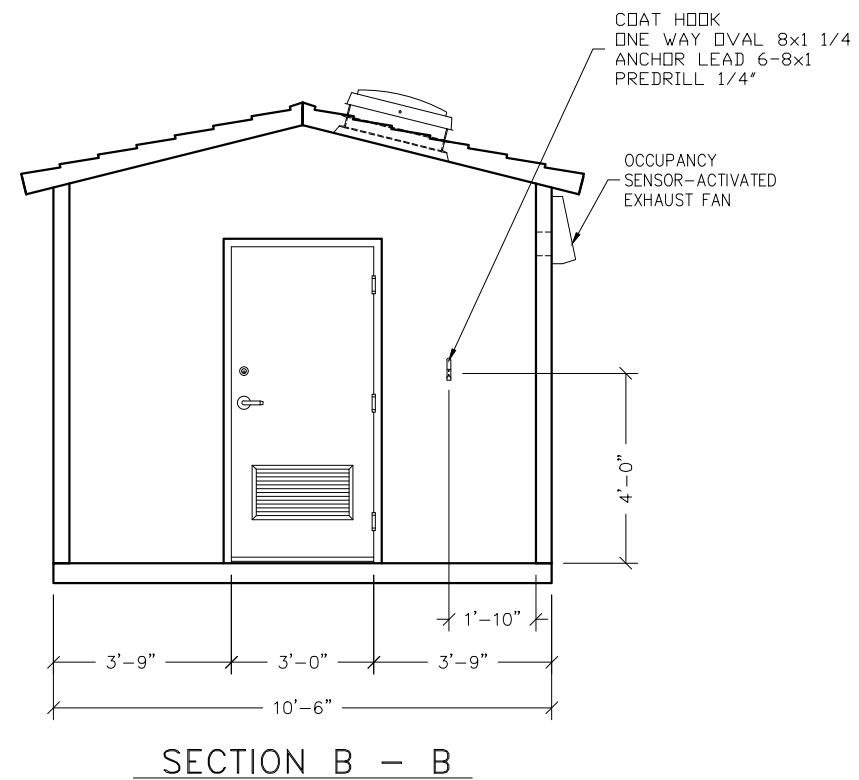
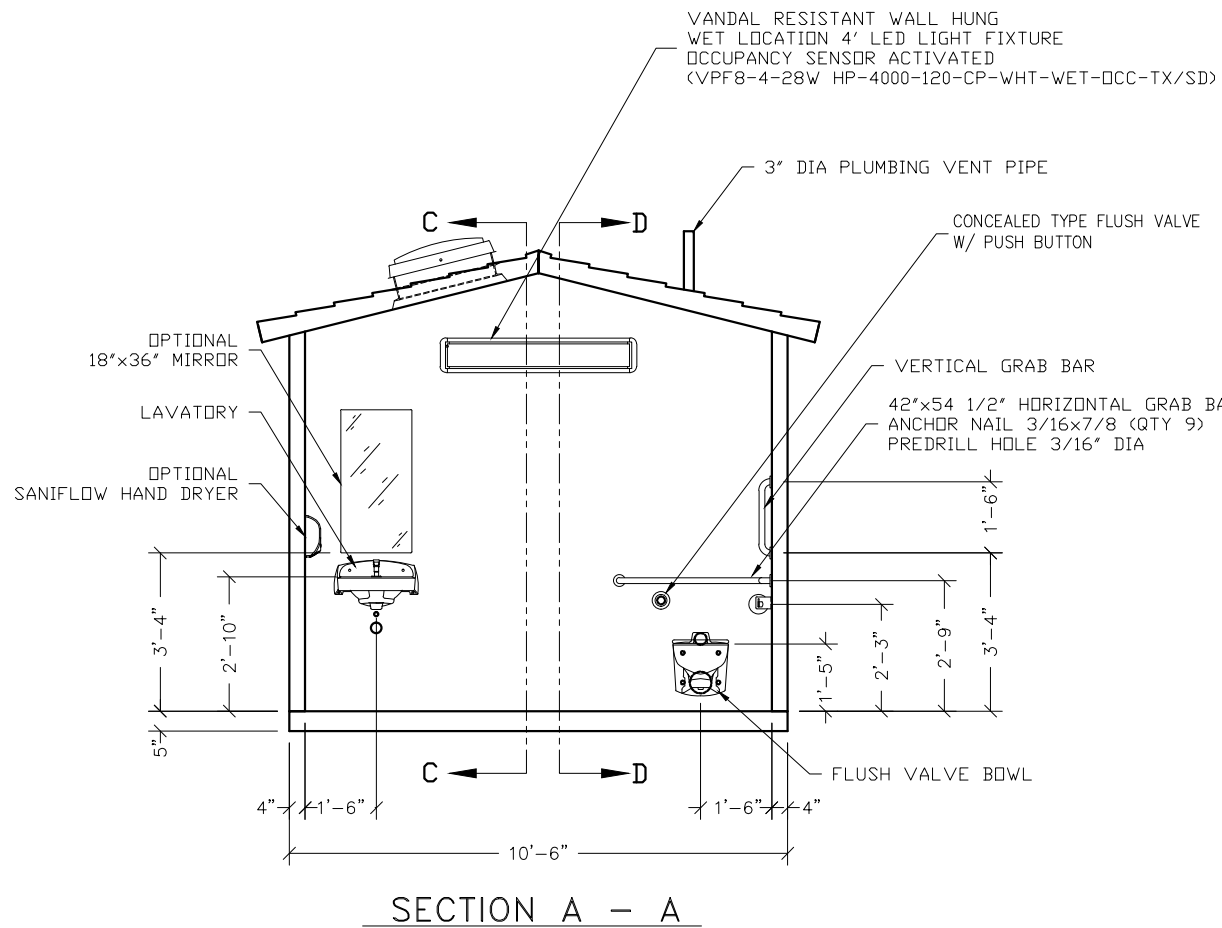
BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
OZ 1-02		

Attachment: Restroom Drawings (1153 : Bohnert Family Farm Park Deed Transfer)



**FOR
REFERENCE
ONLY**



EMBEDDED MATERIALS	
ITEM	QTY
GRAB BAR	1
TP DISPENSER	1
TOILET PAPER ROLL	3
COAT HOOK	1
DOOR STOP	1
VERTICAL GRAB BAR	1
CXT I.D. TAG	1
ANCHOR NAIL 1/4x1	6
ANCHOR NAIL 1/4x3/4	12
ANCHOR NAIL 3/16x7/8	9
ONE WAY OVAL 8x1 1/4	2
ANCHOR LEAD 6-8x1	2
BLIND RIVET 1/8x1/4	2

CU. FT. CONC.	SQ. FT. W.W.F.
---------------	----------------

APPROXIMATE WEIGHT

3808 N. Sullivan Bldg. #7 Spokane, WA 99216
CXT
Precast Products
 901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
OZARK 1
 CXT STANDARD BUILDING

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 CXT Incorporated

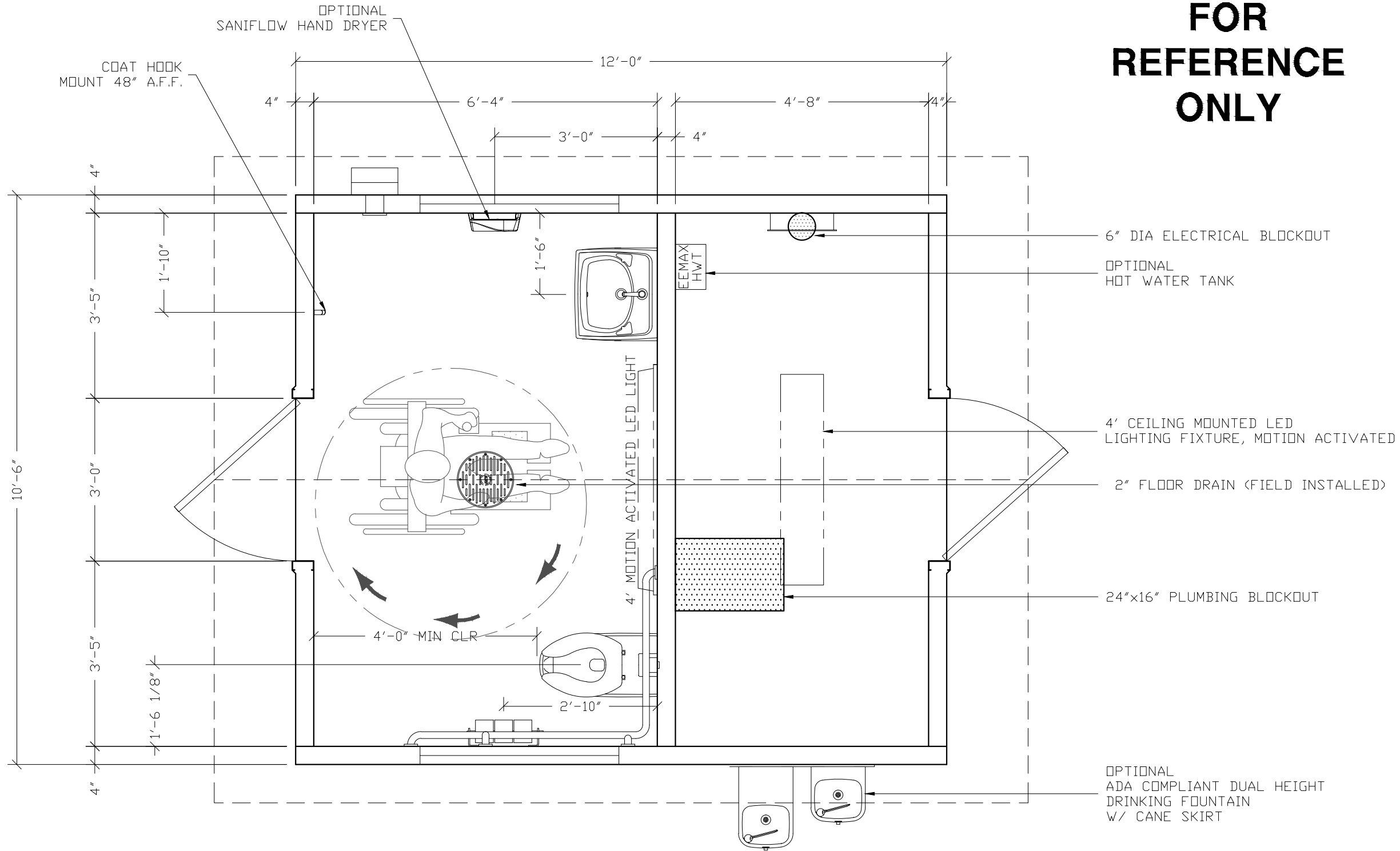
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	PD-02103	
CHECKED	PLLOT	48	

INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
OZ 1-03		

Attachment: Restroom Drawings (1153 : Bohnert Family Farm Park Deed Transfer)

FOR REFERENCE ONLY



FLOOR PLAN

NOTE:
ELECTRICAL AND PLUMBING COMPONENTS ARE SHOWN FOR GENERAL ARRANGEMENT ONLY. SEE SHEETS OZ 1-16 THRU OZ 1-19 FOR COMPLETE SYSTEM DESCRIPTIONS.

3808 N. Sullivan Bldg. #7 Spokane, WA 99216

 901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
OZARK I
 CXT STANDARD BUILDING

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 CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	PD-OZ104	
CHECKED	PLOT	24	

FLOOR PLAN

DWG NO.	SHEET	REV.
OZ 1-04		

Attachment: Restroom Drawings (1153 : Bohnert Family Farm Park Deed Transfer)

Twin Creeks Development Co., LLC

PO Box 3577
Central Point, OR 97502

Phone (541) 665-5401
Fax (541) 665-5402

May 22, 2019

WL Moore Construction
466 Eagle Rock Drive
Central Point, OR 97502

Dear Bret,

Thank you for submitting the Bohnert Park improvement plans for approval. The plans are approved as submitted.

We appreciate your part in keeping Twin Creeks a beautiful place to live. If you have any questions, do not hesitate to stop by or call our office.

Thank you for your cooperation.



Bret Moore
Twin Creeks Development Co., LLC

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DEED OF DEDICATION FOR LAND REFERRED TO AS THE DON AND FLO BOHNERT FAMILY FARM PARK FROM THE TWIN CREEKS DEVELOPMENT COMPANY, LLC FOR PARK PURPOSES AND DIRECTING THE CITY MANAGER TO TAKE SUCH STEPS AS MAY BE REQUIRED TO COMPLETE THE DONATION

Recitals:

- A. The City has been working with the developer of Twin Creeks, Twin Creeks Development, LLC (“Developer”) and the Johnson Family to develop an all-age park in the northern part of Twin Creeks. The property is described as LOT 2, THE NORTH VILLAGE AT TWIN CREEKS, PHASE III.
- B. As a condition of development, the developer was required to install or fund specified improvements to Bohnert Park, and ultimately to dedicate the park to the City.
- C. To date, the park land is encumbered by CCRs for Twin Creeks development, however the City is working with the Developer to amend the CCRs to remove the property from said CCRs.
- D. The City has been awarded grant funds to complete the remaining improvements to the playground, and as a condition of such grant award, must take title to the property.
- E. As a condition of recording, ORS 311.411 requires the Developer to obtain a certification from the tax assessor that all taxes have been paid on the property before recording the deed.
- F. The City desires to accept donation of the land at this time, for the purpose of completing the park improvements, with the condition that the City will continue to work with the Developer to remove the CCRs from title.
- G. The City finds time is of the essence in finalizing and recording the deed, to ensure compliance with the grant award.

The City of Central Point resolves as follows:

Section 1. The City hereby accepts the donation of land via Deed of Dedication in substantially the form attached hereto as Exhibit “A”.

Attachment: RESO Accepting Dedication Deed - Bohnert Park (1153 : Bohnert Family Farm Park Deed Transfer)

Section 2. The City Manager or his designee is directed and authorized to execute the deed and to complete any other documents required to complete the acceptance of the donation.

Section 3. The City Manager or his designee is directed to record the deed upon receipt of a certification from the tax assessor that all taxes have been paid.

Passed by the Council and signed by me in authentication of its passage this _____ day of June, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: RESO Accepting Dedication Deed - Bohnert Park (1153 : Bohnert Family Farm Park Deed Transfer)

AFTER RECORDING RETURN TO:

City Recorder
City of Central Point
140 S. Third Street
Central Point, OR 97502

Map No.: 372W03BC

Tax Lot No.: 307

Grantor: Twin Creeks Development Co., LLC

Grantee: City of Central Point

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT TWIN CREEKS DEVELOPMENT CO., LLC, an Oregon limited liability company hereinafter called the GRANTOR, does hereby grant unto the CITY OF CENTRAL POINT, an Oregon municipal corporation, hereinafter called the CITY, its successors in interest and assigns, all the following real property in the County of Jackson, State of Oregon, to be used and held by the CITY for park and public utility purposes, bounded and described as follows, to wit:

LOT 2, THE NORTH VILLAGE AT TWIN CREEKS, PHASE III, IN THE CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN VOLUME 39, PAGE 6, PLAT RECORDS.

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever for open space, park and recreation, and such other public purposes as the CITY may determine.

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

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances except as specifically set forth herein below and that GRANTOR and its heirs and personal representatives shall warrant and forever defend the said premises against the lawful claims and demands of all persons claiming by, through or under the GRANTOR:

1. Easement, including terms and provisions contained therein:
 Recording Information: April 25, 2005 as Document No. 2005-023042
 For: Irrigation (see plat/partition for exact location)

2. Easement as shown on the recorded plat/partition
For: Public utilities
Affects: Southeasterly,
Southwesterly, Northwesterly & Northeasterly 10 feet

In construing this deed and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 3rd day of April 2019; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its members.

TWIN CREEKS DEVELOPMENT CO., LLC

By: _____

PRINT NAME: _____, Member

Notarial page follows

Attachment: Dedication Deed - Bohnert Park (1153 : Bohnert Family Farm Park Deed Transfer)

STATE OF OREGON)
) ss:
County of Jackson)

On this _____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared _____, as Member of TWIN CREEKS DEVELOPMENT CO., LLC, AN OREGON LIMITED LIABILITY COMPANY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said company by authority of its Members, and he acknowledged said instrument to be its voluntary act and deed.

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

Accepted on behalf of the City of Central Point on the condition that the deed of dedication conveyed is free and clear from taxes, liens, and encumbrances except those encumbrances listed as 1-2 herein above.

By: _____
Chris Clayton, City Manager

Attest: _____
Deanna Casey, City Recorder

Attachment: Dedication Deed - Bohnert Park (1153 : Bohnert Family Farm Park Deed Transfer)



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Finance

FROM: Steven Weber,

MEETING DATE: June 13, 2019

SUBJECT: Resolution No. _____, A Resolution Certifying the Provision of Municipal Services by the City of Central Point, Oregon

ACTION REQUIRED: Motion
Public Hearing
Resolution

RECOMMENDATION: Approval

BACKGROUND INFORMATION:

1) The first resolution certifies the provision of City services and is required by ORS 221.760 in order to receive state cigarette, liquor, and highway taxes. We have budgeted \$3,673,710 from these resources in the next two years.

This resolution is required by the State of Oregon and can only be adopted for the ensuing fiscal year. Even though the state allows for the biennial budget process, cities are not allowed to adopt these resolutions for a two year period.

FINANCIAL ANALYSIS: Stated in background information above.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION:

1) Hold a public hearing for citizens to ask questions or comment on the proposed use of State Revenue Sharing funds, and for the purpose of allowing citizens to comment or ask questions about the approved budget as a whole.

2) Approve the resolution as presented.

RECOMMENDED MOTION:

1) Move to approve resolution _____ a resolution certifying the provision of municipal services by

the City of Central Point, Oregon

ATTACHMENTS:

1. 2019 Certifying Services

RESOLUTION NO. _____

A RESOLUTION CERTIFYING THE PROVISION OF MUNICIPAL SERVICES BY THE CITY OF CENTRAL POINT, OREGON

Recitals:

ORS 221.760 provides that for cities located within counties having population over 100,000 to receive state revenues from cigarette, gas and liquor taxes, the State of Oregon must be satisfied that the City provides certain municipal services.

Therefore, the City of Central Point resolves as follows:

That the citizens of Central Point are provided the following services;

- Police protection
- Street construction, maintenance and lighting
- Storm sewers
- Planning, zoning and subdivision control
- Water utilities

Passed by the Council and signed by me in authentication of its passage this 13th Day of June 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: 2019 Certifying Services (1145 : Resolution Certifying provisions)



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Finance
FROM: Steven Weber,
MEETING DATE: June 13, 2019
SUBJECT: Resolution No. _____, Receiving State Revenue Sharing Funds for Fiscal Year July 1, 2019 through June 30, 2020

ACTION REQUIRED:

Motion
 Public Hearing
 Resolution

RECOMMENDATION:

BACKGROUND INFORMATION:

The second resolution requests and qualifies the City under ORS 221.770 to receive \$465,200 in state revenue sharing funds.

This resolution is required by the State of Oregon and can only be adopted for the ensuing fiscal year. Even though the state allows for the biennial budget process, cities are not allowed to adopt these resolutions for a two year period.

FINANCIAL ANALYSIS: Stated in background information above.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION:

- 1) Hold a public hearing for citizens to ask questions or comment on the proposed use of State Revenue Sharing funds, and for the purpose of allowing citizens to comment or ask questions about the approved budget as a whole.
- 2) Approve the resolutions as presented.

RECOMMENDED MOTION:

Move to approve Resolution No. _____, A Resolution to Receive State Revenue Sharing

Funds for Fiscal Year July 1, 2019 through June 30, 2020.

ATTACHMENTS:

1. Resolution State Revenue Sharing

RESOLUTION NO. _____

A RESOLUTION ELECTING TO RECEIVE STATE REVENUE SHARING FUNDS FOR FISCAL YEAR JULY 1, 2019 THROUGH JUNE 30, 2020

Recitals:

The State of Oregon sets forth requirements for eligibility of State Revenue Sharing funds. The City of Central Point has qualified and desires to receive such funds.

Therefore, the City of Central Point resolves as follows:

Section 1. The City hereby elects to receive distribution under ORS 221.770 of the State Revenue Sharing funds.

Section 2. The City hereby certifies as follows:

- A. The City held a public hearing before the Budget Committee on April 29, 2019 at which time citizens had the opportunity to provide written and oral comment to the City Council on the possible uses of State Revenue Sharing funds.
- C. The City held a second public hearing before the City Council on June 13, 2019, at which time citizens had the opportunity to provide written and oral comment and ask questions of the City Council on the proposed use of State Revenue Sharing funds for the biennial budget period of July 1, 2019 through June 30, 2021.
- D. The City levied a property tax for the year proceeding the year in which State Revenue Sharing funds are sought hereunder and pursuant to ORS 471.810.

Section 3. A copy of this resolution shall be filed with the executive department of the State of Oregon prior to July 31, 2019.

Passed by the Council and signed by me in authentication of its passage this 13th day of June 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Resolution State Revenue Sharing (1147 : Resolution Receiving State Revenue Sharing Funds)



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Finance
FROM: Steven Weber,
MEETING DATE: June 13, 2019
SUBJECT: Resolution No. _____, Adopting the Budget; Make Appropriations and Levy Taxes for the Biennial Budget Period July 1, 2019 Through June 30, 2021

ACTION REQUIRED: Motion
Public Hearing
Resolution
RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The final resolution is to adopt the budget, make appropriations, and levy taxes for the 2019/21 biennial budget period. Total budget to be appropriated is \$67,183,859; with a tax levy of \$4.47 per thousand dollars of assessed value. Total budgeted property tax to be received during the biennial budget period is \$12,395,000.

FINANCIAL ANALYSIS: Stated in background above

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION:

- 1) Hold a public hearing for citizens to ask questions or comment on the proposed use of State Revenue Sharing funds, and for the purpose of allowing citizens to comment or ask questions about the approved budget as a whole.
- 2) Approve the resolution as presented.

RECOMMENDED MOTION:

I Move to Approve Resolution No. _____, A Resolution to Adopt the Budget, Make

Appropriations, and Levy Taxes for the Biennial Budget Period July 1, 2019 Through June 30, 2021

ATTACHMENTS:

1. Resolution Adopting Budget

RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE BUDGET; MAKE APPROPRIATIONS AND LEVY TAXES FOR THE BIENNIAL BUDGET PERIOD JULY 1, 2019 THROUGH June 30, 2021

RECITALS:

- A. Oregon statute (ORS 294.326) requires municipalities to prepare and adopt a financial plan (budget) containing estimates of revenues and expenditures in compliance with Oregon budget laws prior to making expenditures or tax certification.
- B. No increases were made to the proposed tax levy of the approved budget, nor were any budget estimates increased more than 10% as limited by law.
- C. A public hearing was duly held by the City Council of Central Point, Oregon on June 13, 2019 for the approved biennial budget in the amount of \$67,183,859.

The City of Central Point resolves as follows:

To adopt the budget, make appropriations and levy taxes for the biennial budget period beginning July 1, 2019 and ending June 30, 2021.

Section 1. Taxes and other receipts of the City of Central Point are hereby appropriated for the purposes set forth below.

Fund/Object Classification	Appropriation	FTE
<u>General Fund</u>		
General Fund - Administration	1,728,290	3.5
General Fund - City Enhancement	422,000	0
General Fund - Technical Services	1,279,910	2.0
General Fund - Mayor & Council	183,780	0
General Fund - Finance	1,733,050	6.0
General Fund - Parks	2,109,300	4.65
General Fund - Recreation	1,066,140	2.5
General Fund - Planning	1,395,060	5.0
General Fund - Police	10,614,360	34.0
General Fund - Interdepartmental	12,136,405	0
Total General Fund	32,668,295	57.65

Attachment: Resolution Adopting Budget (1148 : Resolution Adopting the 2019-2021 Budget)

Fund/Object Classification	Appropriation	FTE
<u>Street Fund</u>		
Street Fund - Operations/Capital Projects	5,193,470	6.0
Street Fund - SDC Capital Projects	767,000	0
Street Fund - Interdepartmental	3,272,170	0
<i>Total Street Fund</i>	9,232,640	6.0
<u>Capital Improvements Fund</u>		
Capital Improvements Fund - Park Capital Projects	150,000	0
Capital Improvements Fund - Park SDC Capital Projects	510,500	0
Capital Improvements Fund -Interdepartmental	457,150	0
<i>Total Capital Improvements Fund</i>	1,117,650	0
<u>Reserve Fund</u>		
Reserve Fund - Capital Projects	417,560	0
Reserve Fund -Interdepartmental	508,165	0
<i>Total Reserve Fund</i>	925,725	0
<u>Debt Service Fund</u>		
Debt Service Fund - Debt Service	1,676,655	0
Debt Service Fund - Ending Balance	174,230	0
<i>Total Debt Service Fund</i>	1,850,885	0
<u>Building Fund</u>		
Building Fund - Personnel Services	475,390	2.0
Building Fund - Materials & Services	127,600	0
Building Fund - Interdepartmental	826,560	0
<i>Total Building Fund</i>	1,429,550	2.0
<u>Water Fund</u>		
Water Fund -Operations/Capital Projects	8,421,565	9.5
Water Fund -SDC Water Improvements	400,000	0
Water Fund -Interdepartmental	3,357,260	0
<i>Total Water Fund</i>	12,178,825	9.5

Attachment: Resolution Adopting Budget (1148 : Resolution Adopting the 2019-2021 Budget)

Fund/Object Classification	Appropriation	FTE
<u>Stormwater Fund</u>		
Stormwater Fund - Operations/Capital Projects	1,995,670	1.5
Stormwater Fund - Quality	252,000	0
Stormwater Fund -SDC Capital Projects	0	0
Stormwater Fund -Interdepartmental	2,232,374	0
Total Stormwater Fund	4,480,044	1.5
<u>Internal Services Fund</u>		
Internal Services Fund- Facilities Maintenance	537,350	0
Internal Services Fund- Public Works Administration	1,677,840	3.85
Internal Services Fund- Fleet Maintenance	980,710	1.0
Internal Services Fund- Interdepartmental	104,345	0
Total Internal Services Fund	3,300,245	4.85
Total All Funds	\$67,183,859	81.5

Section 2. As authorized by law and the Charter of the City of Central Point, Oregon, there is hereby levied upon the taxable property of said city as shown on the tax rolls of Jackson County, Oregon, for the biennial budget period which includes fiscal years 2019/20 through 2020/21, the rate of \$4.47 per \$1,000 of assessed valuation for general government purposes, as follows:

<u>General Government</u>	<u>Subject to Measure 5 Limits</u>	<u>Not Subject to Measure 5 Limits</u>	<u>Total</u>
TOTAL LEVY	\$4.47		\$4.47

Section 3. The Finance Director is hereby authorized to enter the appropriation for each organizational unit, program, and division of the budget separately on the proper books and records as prescribed by law; and is further directed to certify to the Assessor of Jackson County, Oregon, the levy of taxes of the City of Central Point, Oregon, and to take all other steps with regard to said budget and levy as required by law.

Passed by the Council and signed by me in authentication of its passage on June 13, 2019.

Mayor Hank Williams

ATTEST:

City Recorder



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT: Finance
FROM:	Steven Weber,	
MEETING DATE:	June 13, 2019	
SUBJECT:	Resolution No. _____, A Resolution Approving Appointments and Adopting General Procedures for Fiscal Year 2019-2020	
ACTION REQUIRED:		RECOMMENDATION:
Motion Resolution		Approval

BACKGROUND INFORMATION: Each fiscal year, the City Council considers a general procedures resolution which appoints specific individuals or firms to represent the City in the capacity of: City Attorney, City Engineer, City Auditor, Municipal Judge and Insurance Agent of Record. Furthermore, the general procedures resolution establishes and regulates procedures regarding the following: council expenses; designation of depository; authority to keep, invest, transfer and expend funds; accounting principles; Interfund and overhead fees; outstanding checks; capital acquisition; summons, complaints, and tort claims.

The attached general procedures resolution recommends no significant changes for fiscal year 2019-20.

FINANCIAL ANALYSIS: Budgetary appropriations for the contracted services referenced in the 2019-20 general procedures resolution are included in the 2019-21 City of Central Point biennial budget. More specifically, these costs are generally contained in individual department line items for contracted and professional services. The only exception would be the budget appropriation for insurance premiums, which has an individual line item in the interdepartmental portion of the General Fund budget.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approve the resolution as presented.

RECOMMENDED MOTION: Move to approves resolution ____ a resolution adopting general

procedures for fiscal year 2019-20.

ATTACHMENTS:

1. General Procedures Resolution 2019-2020

RESOLUTION NO. _____

A RESOLUTION APPROVING APPOINTMENTS AND ADOPTING GENERAL PROCEDURES FOR FISCAL YEAR 2019-2020

RECITALS:

- A. The Central Point City Council deems it appropriate to authorize certain appointments and procedures relating to City administration, budget, and fiscal management for fiscal year 2019-2020.

The City of Central Point resolves as follows: For the fiscal year 2019-2020, the following appointments are hereby made; the following policies and procedures are imposed, and the same are hereby adopted:

Section 1. Appointments.

- A. Insurance Agent of Record. Brown & Brown Northwest Insurance Agency is hereby appointed to continue as Insurance Agent of Record for the City for property, general liability, vehicle liability, workers compensation and bond insurance through June of 2020.
- B. City Attorney. Sydnee Dreyer of Huycke O'Connor Jarvis, LLP is hereby appointed to the office of City Attorney and is designated as a sworn officer under the terms of the legal services contract through June 2020.
- C. Municipal Judge. Jackson County Justice of the Peace, Joe Charter, is hereby appointed as Municipal Court Judge under the terms of the intergovernmental agreement between the City of Central Point and Jackson County through June 2020.
- D. City Auditor. Isler Certified Public Accountants is hereby appointed as City Auditor through June 2020 pursuant to statutes requiring independent fiscal audit of the City, and subject to the contract for Audit of an Oregon Municipality.
- E. City Engineer. Jeff Ballard dba RH2 Engineering Inc. is hereby appointed as City Engineer of the City of Central Point under the terms of the contract through June 2020.

Section 2. Council Expenses.

City Council members may elect to receive compensation of \$150 per month, and the Mayor may elect to receive compensation of \$250 per month. In addition to said compensation, reimbursement may also be made to the Mayor or Council members for actual expenses incurred while on official City business.

Section 3. Designation of Depository.

Any Central Point branch of an FDIC insured bank, the State of Oregon Local Government Investment Pool, and all successors in interest to those institutions are each hereby designated as depositories for City funds, and the Finance Director or designee may deposit monies belonging to the City in any or all of said institutions in accordance with applicable law until further order of the City Council.

Section 4. Authority to Keep, Invest, Transfer and Expend Funds

- A. The Finance Director or designee is hereby authorized to invest any surplus funds in accordance with ORS 294.035 and ORS 294.810, in such investments as are authorized by said statutes, and to transfer funds from one account to another.
- B. The Finance Director or designee is hereby authorized to establish a petty cash fund with a balance not to exceed \$2,000. The fund may be used to maintain cash drawer change funds and provide for miscellaneous expenditures not to exceed \$100 per transaction; except that upon approval of the City Manager or the Finance Director a maximum expenditure of \$200 per transaction may be made.
- C. The City Manager or designee is authorized to expend funds in accordance with budget appropriations. All revenues received and expenditures incurred by the City in implementing the budget appropriations shall be reported to the Council. Such reports will normally be made on a quarterly basis.

Section 5. Accounting Principles.

The City shall maintain its financial records in accordance with current generally accepted accounting principles, and all applicable laws and regulations.

Section 6. Interfund and Overhead Fees.

Expenditures incurred by one fund for the benefit of another fund may be reimbursed in accordance with acceptable accounting procedures as determined by the Finance Director.

Section 7. Outstanding Checks.

Outstanding checks stale dated (at least six months after the date of issuance) must escheat to the state under ORS 98.352.

Section 8. Capital Acquisition.

Assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years shall be capitalized.

Section 9. Summons, Complaints, and Tort Claim Notices.

The City Recorder shall be designated to receive all Summons, Complaints, and Tort Claim Notices.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 20____.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: General Procedures Resolution 2019-2020 (1146 : General Procedures for Fiscal Year 2019-20)



City of Central Point *Staff Report to Council*

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Finance
FROM:	Steven Weber,		
MEETING DATE:	June 13, 2019		
SUBJECT:	Resolution No. _____, A Resolution to Close the High Tech Crime Unit Fund		
ACTION REQUIRED:	Motion Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

Through the fiscal year 2011-12 budget process, the High Tech Crime Unit Fund was established to track and report the resources and expenditures associated with the High Tech Crime Unit (Unit) which was previously reported as part of the General Fund since the Unit's inception in 2005. In September 2014, the participating agencies ceased operations of the Unit out of Central Point Police Department facilities; however resources remained in the High Tech Crime Unit Fund while an agreement could be reached on how to distribute the remaining funds.

At the February 23, 2017 City Council meeting, Resolution No. 1493 was approved which authorized the City to enter into an agreement with Jackson County and the City of Medford for the distribution of the remaining funds; \$27,757.97 in asset forfeiture funds and \$78,842.03 in City of Central Point funds which were placed in the fund in the event the High Tech Crime Unit Fund was not self-sustaining. The agreement called for Jackson County to received \$13,878.99 in asset forfeiture funds with the City of Central Point to receive \$13,878.98 in asset forfeiture funds as well as the \$78,842.03 that was originally provided by the City's General Fund.

The 2017-19 biennial budget approved a transfer of the remaining \$78,842.03 cash balance to the Reserve Fund for future police equipment needs. The transfer was made during fiscal year 2017-18.

FINANCIAL ANALYSIS: There is no financial impact as the balance in the High Tech Crime Unit Fund is zero.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approve resolution as presented

RECOMMENDED MOTION: Move to approve Resolution No. ____ a resolution to close the High Tech Crime Unit Fund

ATTACHMENTS:

1. RESO Close HTCUC Fund

ATTACHMENTS:

1. RESO Close HTCUC Fund

RESOLUTION NO. _____

A RESOLUTION TO CLOSE THE HIGH TECH CRIME UNIT FUND

RECITALS:

1. In approximately 2005, the City of Central Point created the High Tech Crime Unit to provide a full range of digital evidence forensic services and investigative assistance to other agencies.
2. Through the fiscal year 2011-12 budget process, the High Tech Crime Unit Fund was established to track and report the resources and expenditures, separate from the General Fund, associated with the High Tech Crime Unit.
3. As of September 2014, the participating agencies ceased operations out of the Central Point police department's facilities but there were forfeiture funds still being held by the City of Central Point.
4. At the February 23, 2017 City Council meeting, Resolution No. 1493 was approved which authorized the City to enter into an agreement to distribute the remaining forfeiture funds; \$27,757.97. It was agreed that Jackson County was to receive \$13,878.99 and Central Point would receive \$13,878.98.
5. After the distribution of forfeiture funds, there remained \$78,842.03 which were amounts budgeted in the City's General Fund in the event the High Tech Crime Unit was not financially self-sustaining. Those funds carried over from year to year and were approved through the agreement to be distributed to the City of Central Point.
6. The 2017-19 biennial budget approved a transfer of the remaining \$78,842.03 cash balance to the Reserve Fund for future police equipment needs. The transfer was made during the 2017-18 fiscal year.

The City of Central Point resolves as follows:

To close the High Tech Crime Unit Fund.

Passed by the Council and signed by me in authentication of its passage this 13th day of June, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: RESO Close HTCUC Fund (1149 : Close High Tech Crime Unit Fund)



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

ISSUE SUMMARY

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

FROM: Elizabeth Simas, Human Resources Director

MEETING DATE: June 13, 2019

SUBJECT: Resolution No. _____, A Resolution Ratifying the Police Collective Bargaining Agreement and Authorizing the Mayor and City Manager to Sign the Agreement 2019-2023 Police Collective Bargaining Agreement (CBA)

ACTION REQUIRED: **RECOMMENDATION:**

BACKGROUND/HISTORY: On May 30, 2019 the City and Police bargaining teams tentatively agreed to a four (4) year successor collective bargaining agreement through June 30, 2023. The agreement requires ratification by both parties.

PROPOSAL: It is proposed that the Council ratify the bargained agreement. The negotiated agreement consists of a four (4) year contract with a 3.25% increase applied to the pay scale on July 1, 2019, a 3.5% increase applied to the pay scale on July 1, 2020, a 3.5% increase applied to the pay scale on July 1, 2021 and the addition of a “Step G” effective July 1, 2022. Other changes to the bargaining agreement includes language removal of union fair share and religious objection due to the US Supreme court ruling Janus v. AFSCME; adds additional pay for training instructors; incorporates additional pay for K-9 grooming hours which was previously bargained during midterm bargaining with the union; changes Community Service Officers holiday accruals to be consistent with sworn officers; notification from union to the City on January 15th annually and when union stewardship changes; promoted sworn officers to have the same probationary period as new hires; defines the time frame for shift bidding and vacation bidding; clarifies overtime for officers while at the Police Academy; increases compensatory time bank cap from 80 hours to 100 hours and allows up to 40 hours to be cashed out annually on December 20th; defines what a scheduled work day is for the purposes of call-back compensation; provides CSO’s with a 30-minute paid meal period the same as police officers; removes dead language and updates dates in the contract; clarifies when incentive pay begins; clarifies that the City has discretion to determine which fitness programs the City will reimburse; allows the City to give newly hired lateral police officers up to five years’ service credit for vacation; and at retirement from the City provides sell-back of sick leave hours in excess of 600 up to 960 hours (maximum 360 hours) at 25% of base wage to OPSRP members’ HRA-VEBA account.

FISCAL IMPACT: The annual cost of a 3.25% pay increase on July 1, 2019 to the current pay scale is \$49,000. The annual cost of a 3.5% pay increase on July 1, 2010 to the current pay scale is \$52,000. These increases are within the budgeted increases for the 2019-2021 biennial budget. The annual cost of a 3.5% pay increase on July 1, 2021 on the current pay scale is \$54,000. The cost of adding an additional step to the pay scale July 1, 2022 is \$26,000 equal to 2.6%. It is approximately an 13% increase to the budget (3.25% average increase per year) for the four-year contract.

RECOMMENDATION:

Motion to approve Resolution No. _____, A Resolution Ratifying the Police Collective Bargaining Agreement.

ATTACHMENTS:

1. 2019-2023 Police CBA Resolution
2. 2019-23 PDCBA Final with Appendix A

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE POLICE COLLECTIVE BARGAINING AGREEMENT and AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN THE AGREEMENT

RECITALS:

1. The City of Central Point has a fundamental interest in the development of harmonious and cooperative relationships between the City and its employees; and
2. The City recognizes the rights of public employees to organize; and
3. The City recognizes and accepts that the principle and procedure of collective bargaining can alleviate various forms of strife and unrest; and
4. ORS 243 "Collective Bargaining" defines and outlines the policies involved in collective bargaining between public entities and public employers; and
5. The current police collective bargaining agreement is expiring on June 30, 2019; and
6. The successor bargaining agreement will be effective from July 1, 2019 – June 30, 2023.

The City of Central Point resolves as follows:

The Police Collective Bargaining Agreement between the City of Central Point and Teamsters Local 223 (Police), as attached, is hereby ratified and adopted, and the Mayor and City Manager are authorized to sign the Agreement.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 20____.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: 2019-2023 Police CBA Resolution (1150 : 2019-2023 Police CBA)

POLICE

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF CENTRAL POINT

and

TEAMSTERS

LOCAL UNION #223

Police



July 1, 2019 – June 30, 2023

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - RECOGNITION 1

 Section 1.1 Recognition 1

 Section 1.2 Bargaining Unit Classifications 1

 Section 1.3 Exclusions 1

 Section 1.4 New Classifications..... 1

ARTICLE II - MANAGEMENT RIGHTS 2

 Section 2.1 Management Rights 2

ARTICLE III - MAINTENANCE OF STANDARDS 3

 Section 3.1 Maintenance of Standards..... 3

ARTICLE IV - UNION SECURITY 3

 Section 4.1 Checkoff 3

 Section 4.2 Hold Harmless 3

 Section 4.3 New Hires 3

 Section 4.4 Bulletin Board 3

 Section 4.5 Right of Access 3

 Section 4.6 City Facilities 3

ARTICLE V - UNION BUSINESS 4

 Section 5.1 Union Business 4

 Section 5.2 Union Representation 4

 Section 5.3 Collective Bargaining 4

ARTICLE VI - NON-DISCRIMINATION 4

 Section 6.1 Gender..... 4

 Section 6.2 Application of Agreement 4

ARTICLE VII - PERSONNEL FILE 4

 Section 7.1 Maintenance of Personnel Files..... 4

 Section 7.2 Disclosure of Information 4

 Section 7.3 Viewing of Files 4

 Section 7.4 Representation..... 5

 Section 7.5 Employee Signature and Response..... 5

 Section 7.6 Adding and Removing Documents..... 5

ARTICLE VIII – PROBATION 5

 Section 8.1 Probationary Period 5

 Section 8.2 Promotional Probationary Period 6

 Section 8.3 Scheduling of Probationary Employees 6

Attachment: 2019-23 PDCBA Final with Appendix A (1150 : 2019-2023 Police CBA)

ARTICLE IX – SENIORITY 6

- Section 9.1 Definition..... 6
- Section 9.2 Seniority List..... 6
- Section 9.3 Application 6
- Section 9.4 Seniority Grace Period 7

ARTICLE X – LAYOFF AND RECALL 7

- Section 10.1 Eligibility for Layoff Status..... 7
- Section 10.2 Recall from Layoff 7

ARTICLE XI - HOURS OF WORK AND OVERTIME 7

- Section 11.1 Work Week 7
- Section 11.2 Workday 7
- Section 11.3 Other Work Schedules 8
- Section 11.4 Schedule Changes 8
- Section 11.5 Work Shift 8
- Section 11.6 Overtime 8
- Section 11.7 Compensatory Time 9
- Section 11.8 Call Back 9
- Section 11.9 Court Scheduled Between Night Shifts 9
- Section 11.10 Rest Periods 9
- Section 11.11 Meal Periods 10
- Section 11.12 Detective On-Call 10

ARTICLE XII – COMPENSATION 11

- Section 12.1 Pay Schedule 11
- Section 12.2 Pay Periods 11
- Section 12.3 Steps..... 11
- Section 12.4 Changes in Position and/or Grade 11
- Section 12.5 PERS Contribution 12
- Section 12.6 Deferred Compensation 12

ARTICLE XIII - INCENTIVE PAY 13

- Section 13.1 DPSST Certification 13
- Section 13.2 Educational Incentive..... 13
- Section 13.3 Bilingual/Sign Language Pay..... 13
- Section 13.4 Calculation of Incentive Pay..... 13

ARTICLE XIV – SPECIAL ASSIGNMENTS and COLLATERAL DUTIES 13

- Section 14.1 Special Assignments..... 13
- Section 14.2 Detective 14
- Section 14.3 School Resource Officer 14
- Section 14.4 Field Training Officer 14
- Section 14.5 F-6 Training Instructor..... 14
- Section 14.6 Canine (K-9) Care..... 14
- Section 14.7 Acting In Capacity..... 14
- Section 14.8 Calculation of Assignment Pay..... 14

Attachment: 2019-23 PDCBA Final with Appendix A (1150 : 2019-2023 Police CBA)

ARTICLE XV – UNIFORMS15
 Section 15.1 Uniforms 15
 Section 15.2 Uniform Cleaning 15
 Section 15.3 Clothing Allowance 15

ARTICLE XVI - EXPENSE REIMBURSEMENT15
 Section 16.1 Educational Reimbursement 15
 Section 16.2 Travel Expenses 16
 Section 16.3 Fitness Incentive Reimbursement 16
 Section 16.4 Taxation..... 17

ARTICLE XVII - VACATION17
 Section 17.1 Accrual..... 17
 Section 17.2 Accrual Limitations 17
 Section 17.3 Vacation Selection 18
 Section 17.4 Termination 18
 Section 17.5 Sell Back 18

ARTICLE XVIII - HOLIDAYS19
 Section 18.1 Holidays: Full-time, Police Support Specialists 19
 Section 18.2 Holiday Accrual: Full-time, Community Service Officer and Sworn Personnel 19
 Section 18.3 Holiday Sell Back 20

ARTICLE XIX - SICK LEAVE20
 Section 19.1 Accrual..... 20
 Section 19.2 Utilization 20
 Section 19.3 Notification 20
 Section 19.4 Sick Leave Compensation 20
 Section 19.5 Leave Without Pay/Layoff 20
 Section 19.6 Immediate Family..... 21
 Section 19.7 Integration of Paid Sick Leave With Workers Compensation 21
 Section 19.8 Retirement 21

ARTICLE XX - LEAVE OF ABSENCE WITH PAY21
 Section 20.1 Bereavement Leave 21
 Section 20.2 Funeral Leave 21
 Section 20.3 Civic Responsibility 22
 Section 20.4 Military Leave 23
 Section 20.5 Conferences/Meetings 23
 Section 20.6 Leave Accrual While on Paid Leave 23

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY23
 Section 21.1 Family Medical Leave 23
 Section 21.2 Military Leave..... 23
 Section 21.3 Other Leave Without Pay 23
 Section 21.4 Leave Accrual While on Unpaid Leave 23

Attachment: 2019-23 PDCBA Final with Appendix A (1150 : 2019-2023 Police CBA)

ARTICLE XXII - INSURANCE COVERAGE24
 Section 22.1 Medical, Dental and Vision Insurance..... 24
 Section 22.2 Health Insurance Eligibility..... 24
 Section 22.3 Medical, Dental and Vision Insurance Premiums 24
 Section 22.4 Section 125..... 24
 Section 22.5 Health Reimbursement Arrangement..... 24
 Section 22.6 Long Term Disability Insurance 25
 Section 22.7 Life Insurance 25

ARTICLE XXIII - WORKER'S COMPENSATION25
 Section 23.1 Worker's Compensation 25

ARTICLE XXIV - OUTSIDE EMPLOYMENT25
 Section 24.1 Outside Employment. 25
 Section 24.2 Approval 25
 Section 24.3 Response 25

ARTICLE XXV - DISCIPLINE AND DISCHARGE25
 Section 25.1 Discipline. 25
 Section 25.2 Imposition 25
 Section 25.3 Probationary Employee 26
 Section 25.4 Grieving Discipline 26
 Section 25.5 Union Representation 26

ARTICLE XXVI - GRIEVANCE PROCEDURE26
 Section 26.1 Definition 26
 Section 26.2 Informal Resolution 26
 Section 26.3 Grievance Procedure 26
 Section 26.4 Expenses 27
 Section 26.5 Time Limits 27
 Section 26.6 Grievance File 27

ARTICLE XXVII - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT27
 Section 27.1 Lockout 27
 Section 27.2 Strike 27
 Section 27.3 Union Responsibility 28
 Section 27.4 Discipline 28
 Section 27.5 Wages and Benefits 28

ARTICLE XXVIII - SAVINGS CLAUSE28
 Section 28.1 Savings Clause 28

ARTICLE XXIX - DURATION28
 Section 29.1 Duration 28

ARTICLE XXX - EXECUTION/SIGNATURES28

APPENDIX A - PAY SCHEDULE29

Attachment: 2019-23 PDCBA Final with Appendix A (1150 : 2019-2023 Police CBA)

AGREEMENT BETWEEN
CITY OF CENTRAL POINT, OREGON
AND
TEAMSTERS LOCAL UNION NO. 223

PREAMBLE

This Agreement Between the City of Central Point, Oregon, hereinafter called the "City;" and Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "Union," is made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE I – RECOGNITION

1.1 Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of establishing hours, wages and conditions of employment which constitute "employment relations" as defined by Oregon Law. For the purpose of this Agreement, an "employee" shall be any employee in the bargaining unit established by the Oregon Employment Relations Board and as defined in 1.2 below.

1.2 Bargaining Unit Classifications. The bargaining unit covers the classifications of Corporal, Police Officer, Community Services Officer, and Police Support Specialist.

1.3 Exclusions. Managerial, supervisory, FLSA exempt, Temporary, and Part-time without Benefits employees shall be specifically excluded from the bargaining unit. For the purpose of this Agreement, a temporary employee shall be defined as an employee hired for a work assignment lasting 180 calendar days or less in any 12 month period, or for a work assignment for which the specific purpose is to fill a temporary vacancy created by a regular bargaining unit employee who is on approved leave, as provided for in this Agreement, lasting more than 180 calendar days but not to exceed 12 months. A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 80 hours in a calendar month, regardless of the duration of the assignment.

1.4 New Classifications. If a new classification is added to the bargaining unit, the Union shall be provided with the written job description thereof and the City's proposed rate of pay. That rate shall become permanent unless the Union files a written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Union, the parties shall begin negotiations within fifteen (15) calendar days.

ARTICLE II - MANAGEMENT RIGHTS

2.1 **Management Rights.** The City retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in the Agreement; and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision-making with regard thereto any subjects covered by the Terms of this Agreement and closed to further bargaining for the terms hereof, and any subject matter which was or might have been raised in the course of collective bargaining. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- a. To direct and supervise all operations, functions and policies of the Department and the operations, functions and policies of the remainder of the City as they may affect employees in the bargaining unit.
- b. To close or liquidate an office, branch, department, operation or facilities, or combine facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, departments, operations, or facilities for budgetary or other reasons.
- c. To determine the need for and method of a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- d. To establish, revise and implement standards for hiring, classification, promotion, evaluation, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, existing or future, oral or written.
- e. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- f. To assign and distribute work.
- g. To assign shifts, workdays, hours of work, overtime and work locations.
- h. To designate and to assign all work duties.
- i. To introduce new and revise existing duties within the unit.
- j. To determine the need for and the qualifications of new employees, transfers and promotions.
- k. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the City.

ARTICLE III - MAINTENANCE OF STANDARDS

3.1 Maintenance of Standards. All rights, privileges and working conditions enjoyed by members at the time of this Agreement, have been codified and included in this Agreement. Any such privileges or working conditions not codified in this Agreement but which constitute employment relations as defined in ORS 243.650 (7), shall remain unchanged and unaffected during the term of this Agreement except that such conditions and/or privileges may be changed with advance notice to the Union.

ARTICLE IV - UNION SECURITY

4.1 Checkoff. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of dues for membership in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues and initiation fees from the employee's pay check(s) each month. The amounts deducted shall be transmitted to the Union no later than the last day of the month in which the amounts are deducted. It shall be the responsibility of the Union to notify Payroll of the correct amount of dues to be deducted.

4.2 Hold Harmless. The Union agrees to indemnify and hold harmless the City and its agents for any loss or damage arising from the deductions in 4.1. No claims shall be filed by employees or the Union for such deductions made or not made.

4.3 New Hires. The City agrees to provide the Union written notification of new bargaining unit members within one (1) calendar month of their date of employment. Such written notice shall be sent to the official Union address that has been provided to the City Human Resources Director. Such written notice shall contain the employee's name, job title, date of hire, and the mailing address provided by the employee.

4.4 Bulletin Board. The City agrees to allow suitable wall space at a mutually agreed upon place in the Police Department, not to exceed 2' X 3', for a bulletin board, to be used by the Union for the posting of notices and bulletins relating to the Union. The Union shall limit its posting of Union notices. Such notices shall bear the signature of the authorizing Union official. The bulletin board shall be used only for the following Union notices and bulletins:

- a. Recreation and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports
- e. Rulings or policies of the Union
- f. Non-derogatory communications from the Union to the bargaining unit

Any notices posted outside these guidelines may be ordered removed by the City.

4.5 Right of Access. Upon request, the Union Representative (Teamsters Business Agent) may be granted access to non-working areas to meet with off-duty members of the bargaining unit.

4.6 City Facilities. The Union will be accorded the use of City facilities for bargaining unit meetings in accordance with City policy for other special interest groups.

ARTICLE V - UNION BUSINESS

5.1 Union Business. Union business, except for the filing of grievances, shall be conducted during non-work hours. Work time spent on a grievance by the grievant shall not be unreasonable, as determined by the City. If the City requests a grievant's representative to meet on a pending grievance while the grievant's representative is on duty, the grievant's representative shall not suffer a reduction in regular compensation, nor be entitled to overtime for any time spent in such meeting. In addition, the City agrees to allow a Union steward time off without pay for the purpose of handling, investigating and processing grievances. A maximum aggregate of two hours total per month for grievance representation will be allowed. The City's approval must be obtained before taking time off, but such approval will not be unreasonably withheld.

5.2 Union Representation. The Union shall at all times keep the City informed, in writing, of the names of its current local officers, stewards, and negotiators. Such written notice shall be provided to the City on January 15th and updated as necessary.

5.3 Collective Bargaining. Collective bargaining between the City and the Union shall be scheduled at mutually agreed upon times, generally during normal business hours (M-F 8-5), provided that such times do not unnecessarily interfere with professional duties. Upon advance request, the City will grant time off without loss of pay for not more than three (3) employees to engage in collective bargaining. It is agreed that time spent by Union members in actual bargaining shall not result in a loss of pay, nor shall Union bargaining team members receive any additional compensation directly from the City if the bargaining meetings are conducted outside of the Union member's regularly scheduled work hours.

ARTICLE VI - NON-DISCRIMINATION

6.1 Gender. All references to employees in this Agreement designate both sexes, and, while every attempt has been made to include generic pronouns or both genders, whenever either the male or female gender is used, it shall be construed to include both male and female employees.

6.2 Application of Agreement. The provisions of the Agreement shall be applied to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, religion, any other protected status, union affiliation or political affiliation.

ARTICLE VII - PERSONNEL FILE

7.1 Maintenance of Personnel Files. The City agrees to separately maintain personnel and confidential/medical files and records in accordance with state and federal laws. The City agrees to maintain confidential medical information in accordance with the Americans with Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA) and agrees to maintain any other confidential information as required by any other statute requiring maintenance of confidential information.

7.2 Disclosure of Information. Excluding internal personnel administration, material in an employee's personnel file shall only be disclosed as allowed or required by state and federal law or as authorized by the employee.

7.3 Viewing of Files. Each employee shall have the right, upon request, to review and obtain, at his/her

own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of employment with the City.

7.4 Representation. A representative chosen by the employee may, upon the employee's written authorization, review an employee's personnel file and/or accompany the employee in this review.

7.5 Employee Signature and Response. Each employee shall have the opportunity to read any written material of a derogatory nature that is placed in his/her personnel file. Disciplinary notices, performance appraisals, or other similar material that, once included in the employee's personnel file, is likely to have an adverse effect on an employee's reputation or employment status shall be acknowledged, signed and dated by the employee within 14 calendar days of the employee receiving the document. All materials addressed in this Section and requiring the employee's signature shall bear a statement stating, in effect, that signing acknowledges receipt of the document but does not necessarily indicate agreement. For 30 calendar days after the employee has signed acknowledging receipt of the document(s), the employee reserves the right to include in the file a written response to such material, and this response shall be attached to the material in question and become a part of the employee's file. If an employee refuses to acknowledge the document by signing as instructed, the City shall make a note on the document to the effect that the employee refused to sign and place the document in the personnel file. By refusing to acknowledge receipt of the document, the employee shall waive any right to provide a written response or request the document be removed in the future pursuant to 7.6.

7.6 Adding and Removing Documents. Except as otherwise waived in 7.5, an employee shall have the right to include in their personnel file any material or information considered relevant to that employee's employment with the City.

Employees may request that written reprimands over two years old be removed from their file. Such request must be made, in writing, to the Chief and shall include the specific document(s) the employee is requesting be removed, and the reason(s) why the employee believes the document(s) should be removed. The Chief shall investigate and respond to such requests. Written reprimands shall not be removed from the employee's personnel file if less than two full years has not passed since the acknowledgement date on the document, other disciplinary action displaying an ongoing pattern of behavior has been imposed during that period, or the reprimand is for an act of workplace violence, harassment, or discrimination. Any documents removed pursuant to this section shall be retained in a separate file, if necessary, to comply with records retention requirements under ORS 166-200-0090.

ARTICLE VIII - PROBATION

8.1 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period. Sworn employees shall serve a probationary period that starts the date of hire and extends for 12 months beyond successful completion of the Department's field training program. Non-sworn employees hired to a sworn position shall serve their probationary period under this paragraph and not under 8.2 Promotional Probationary Period. Non-sworn employees shall serve a probationary period of twelve (12) months from the date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason.

8.2 Promotional Probationary Period. Employees promoted to a higher classification within the bargaining unit shall serve a promotional probationary period of twelve (12) months. The Union recognizes the right of the City to demote an employee on promotional probationary status to his/her previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure and such demotion shall not be considered a disciplinary action. An employee demoted during a promotional probationary period shall be placed on the pay scale at the classification and step the employee was at prior to the promotion, except that any length of service increases the employee would have received had they not been promoted shall be granted to the employee on return to their previous position.

8.3 Scheduling of Probationary Employees. Employees serving a probationary or promotional probationary period may be assigned shifts, starting times and days off at the discretion of the City. Scheduling of promotional probationary employees, at the City's discretion, shall be limited to the first six months of the promotional probationary period.

ARTICLE IX- SENIORITY

9.1 Definition. Only regular, non -probationary employees shall have seniority. Seniority shall be attained after completion of the probationary period as set forth in 8.1 and shall thereafter be established as follows: the employee's length of continuous service in the employee's job classification shall be referred to as "job classification seniority" and continuous service from the last date of hire within the bargaining unit shall be referred to as "bargaining unit seniority." All seniority shall be terminated if the employee:

1. Quits
2. Is discharged
3. Is laid off and fails to respond to written notice as provided in Section 10.2
4. Is laid off for a period of time greater than twenty four (24) months, or a period of time equal to his/her bargaining unit seniority, whichever is shorter
5. Accepts a position outside of the bargaining unit, except as provided for in Section 9.4
6. Fails to report to work at the termination of an extended leave of absence
7. While on leave of absence accepts employment without permission
8. Is retired

9.2 Seniority List. The City will provide to the Union updated seniority lists upon request. One list shall be "bargaining unit seniority" and include all bargaining unit members by date of hire and one list shall be "job classification seniority" and include all bargaining unit members by position by date of hire into their current position.

9.3 Application. Seniority shall apply in layoff and recall, shift bidding, and vacation. Application in layoff and recall, and shift bidding will be as follows. Vacation request bidding shall be subject to Section 17.3.

9.3.1 Layoff and Recall. If employees in the same classification are being considered for layoff or recall, job classification seniority shall govern. Probationary employees are not eligible for layoff status and will be released from employment before non-probationary bargaining unit employees are considered for layoff. Employees in higher classifications may bump down into a lower job classification within the same bargaining unit based upon their total bargaining unit seniority. Employees who have received notice of layoff shall have the right to bump to a lower or lateral

classification in the same bargaining unit, provided that the bumping employee possesses the necessary qualifications, knowledge, skill and ability to perform the work within the classification. An employee exercising the right to bump shall displace the employee in the classification with the least amount of bargaining unit seniority. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period, at which time their pay rate shall be adjusted to the step in the new classification range closest to, but not more than, their former pay rate.

Employees returning to the bargaining unit following recall from layoff shall have vacation selection determined on the basis of total bargaining unit seniority for the first calendar year following their return. Thereafter, vacation selection shall be determined on the basis of job classification seniority.

9.3.2 Shift Bidding. Shift selection shall be by job classification seniority. Shift bidding will occur in the month of November for three (3) four-month rotations during the following calendar year. A blank schedule will be posted no later than November 1st and the completed bids for the following calendar year will be posted no later than November 30th.

9.4 Seniority Grace Period. If an employee takes a position with the City outside of the bargaining unit, and has a minimum of two years of service in the bargaining unit, that employee's seniority, for the purposes of shift bidding and vacation selection only, will be reinstated upon a subsequent return to the bargaining unit except that, for each month spent outside the bargaining unit, one month will be deducted from the employee's previously-earned seniority. This provision shall only apply to employees who remain continuously employed by the City.

ARTICLE X - LAYOFF AND RECALL

10.1 Eligibility for Layoff Status. Only regular employees who have completed their probationary period shall be eligible for layoff status. Probationary employees shall not be eligible for Layoff and Recall and will be released prior to non-probationary employees. Layoff status shall last a maximum of twenty-four (24) months from the date of layoff.

10.2 Recall From Layoff. Notice to an employee of recall shall be made by certified mail sent to the last mailing address provided to the City by the employee. The employee shall have thirty (30) calendar days to return to work from the date of receipt of mail notifying the employee of recall from layoff status, or the employee will forfeit all seniority and his/her layoff status.

ARTICLE XI - HOURS OF WORK AND OVERTIME

11.1 Work Week. The work week shall consist of a seven day work schedule with five consecutive 8-hour days followed by two consecutive days off, or, at the discretion of the City, four consecutive 10-hour days followed by three consecutive days off. The seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later.

11.2 Workday. The workday shall consist of an 8-hour day or a 10-hour day within a 24-hour period including rest breaks, briefing and training periods. The 24-hour period will begin at the start of the

employee's workday and end 24 hours later. Employees shall not be scheduled to work with less than 8 hours between shifts unless an emergency exists.

11.3 Other Work Schedules. The Union and the City may, by mutual agreement, employ any other work schedule, either temporarily or permanently, which may be adopted for the entire Police Department, or any job classification within. Such schedule may involve adoption of a "7k exemption."

11.4 Schedule Changes. Notwithstanding 8.3 and 9.3.2, substantive changes to the work schedule shall require 60 days advance notice. To the extent possible, employees shall be given at least seven calendar days' advance notice of any temporary changes to the work schedule, work shift, starting time, or scheduled days off. Probationary employees may be assigned work shifts, work schedules, starting times and days off at the discretion of the City.

Employees who are assigned to light duty or placed on administrative leave may, with reasonable notice, be placed on an alternative work schedule at the discretion of the city.

11.5 Work Shift. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times that are the same each workday.

11.5.1 Shift Trades. Non-probationary employees may agree in writing, solely at their option and with the approval of the City, to substitute for one another during scheduled work hours in performance of work in the same capacity. The City shall have no obligation to keep a record of the hours of substitute work nor ensure that the trade is reciprocated. The hours shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Each employee will be credited as if that employee worked his normal work schedule for that shift.

11.6 Overtime. All overtime must be approved in advance. In no case will the employee be compensated twice for the same hours.

11.6.1 Non-Sworn Positions. Overtime shall be paid to non-sworn bargaining unit members for all hours worked in excess of 40 hours during the basic workweek, working on a regular day off, or in excess of a regular scheduled workday as defined in 11.1 and 11.2.

11.6.2 Sworn Positions. Sworn employees shall receive overtime compensation when required to work in excess of the normal workday, working a scheduled day off, except when the work on a scheduled day off is the result of an employee-requested shift trade, or working more than the allowable hours in a work period under the FLSA "7k exemption" (i.e., more than 86 hours in a 14-day work period or 171 hours in a 28-day work period). Overtime shall be paid at a rate of one and one half times the employee's pay rate in accordance with applicable state and federal laws.

11.6.3 Academy Hours. Sworn employees, while attending the Academy, shall receive overtime compensation when required to work in excess of the normal workday; including required extra programs and assignments. All hours outside the normal workday must be preapproved and all hours must be reported on the employee's timesheet.

11.7 Compensatory Time. An employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any overtime worked, provided the employee has not reached the maximum accrual amount. Comp-time shall accrue at a rate of one and one half times the overtime hours actually worked, to a maximum comp-time accrual of 100 hours. Accrual balances shall reflect the number of hours available to the employee. At the City's option, at the end of the fiscal year, or prior to an employee changing job classifications, comp-time balances may be paid off, at the employee's straight-time hourly rate. Comp-time shall be taken off at times mutually agreed upon, subject to the operating needs of the department, and scheduled off in the same manner as vacation and holiday time. Employees may request and be paid up to 40 hours of comp-time on the December 20th paycheck provided the request is made to Human Resources by December 1st.

11.8 Call Back. Employees called back to work, or for scheduled Court time, shall receive overtime pay for the time for which they are called back. If called back, the employee shall be credited with not less than two (2) hours, or four (4) hours on an employee's scheduled days off. For the purposes of this section, an employee's "scheduled days off" shall begin at the regular quitting time on the last work shift prior to the employee's scheduled days off and end at the beginning of the employee's next regularly scheduled work shift. A callback that occurs while an employee is on paid leave will be treated as though it occurred on a scheduled day off if the leave was approved at least seven (7) days prior to the notice of the work assignment resulting in the callback.

Call back time resulting in overtime as defined in Article 11.6 shall be compensated at time and one-half and may be compensated as overtime pay or comp-time in lieu of overtime pay. This section does not apply to scheduled overtime, or time annexed at the beginning or end of the scheduled work shift. If, at the end of the shift, an employee has departed the City's premises for less than one hour before being called back, the time shall be considered hold over time, and shall be compensated as overtime in accordance with Article 11.6 and 11.7, but not considered call back time.

Call Back compensation is intended as full compensation for all work and/or court appearances falling within the two-, or four-hour period.

11.9 Court Scheduled Between Night Shifts. In the event a sworn police officer who is scheduled to work two consecutive night shifts actually worked the first night shift and is subpoenaed to be in court for work-related reasons between the end of the first night shift and the start of the second night shift, the following shall occur:

- a. If the total hours actually spent in court are less than 6, or the officer uses paid leave to take the second night shift off, the time actually spent in court will be computed as overtime per section 11.6.
- b. If the total hours actually spent in court are 6 or more, the employee will be given the scheduled night shift immediately following the court appearance off. The employee will not receive additional pay for the hours worked between the night shifts, but will be paid as if s/he worked their regularly scheduled second night shift.

11.10 Rest Periods.

11.10.1 Non-Sworn Positions. A paid rest period of 15 minutes shall be permitted for non-sworn personnel during each half shift (one break for each four-hour segment) which shall be scheduled by

the City in accordance with the operating requirements of each employee's duties, and needs of the City. Employees may, with supervisor approval, schedule their rest periods consecutively with their meal period.

11.10.2 Sworn Positions. Sworn police officers working an 8 or 10 hour work schedule shall be permitted a paid rest period of 15 minutes during each four-hour segment of their work shift, to the extent consistent with public safety considerations and the operational requirements of the City.

11.11 Meal Periods.

11.11.1 Police Support Specialists. Police Support Specialists shall be granted an unpaid meal period of at least 30 minutes during each work shift of more than 6 consecutive hours. To the extent consistent with the operational requirements of the City, each meal period shall be scheduled in the middle of the employee's work shift, or as near thereto as possible. Meal periods cannot be taken at the beginning or end of a work day to shorten the workday.

11.11.2 Sworn Positions and Community Service Officers. Sworn positions and Community Service Officers shall be permitted a paid 30-minute meal period during each scheduled work shift. Employees must remain available to respond to emergency calls for service during their paid meal break; however, to the extent possible, every attempt shall be made to allow an uninterrupted meal break.

11.12 Detective On-Call. Sworn police officers assigned as detectives may be required to respond to after-hours calls. An on call list shall be established to schedule these officers for on call status. The on call rotation schedule shall be designed such that each detective shall be designated as the on call detective for one-half (½) month. The on call detective shall be required to carry a cell phone during non-work hours for the duration of on call status for the purpose of being called to work during such non work times. The on call detective shall be required to remain within a 30-minute response time to the Central Point Police Department and shall remain intoxicant-free for the duration of the on call period.

Detectives assigned on call status shall be allowed to trade on call assignments with prior approval of the Operations Commander. It is the responsibility of the detectives to ensure that the necessary personnel are made aware of any changes to the on call schedule. In the event the scheduled on call detective is unable to respond to call outs for any reason, the detective shall be required to notify the Operations Commander in order to be relieved of on call duty. In the event that no detective is available to be on call, the City may, in its sole discretion, direct a member of the police command staff to be on call.

11.12.1 On-Call Compensation. An employee required to respond to an after-hours callout while on call shall be compensated in accordance with Article 11.8, Call Back. In addition to any compensation for actual hours worked in response to calls while on call, an employee shall receive \$300.00 for each one-half (½) month rotation of on call status. At the employee's option, and provided the employee is not at or near the maximum accrual of comp-time, vacation and/or holiday bank hours, the employee may elect to receive 10 hours of time off in lieu of on-call pay. It shall be the responsibility of the on call detectives to trade or adjust shifts as necessary. No adjustment to compensation shall be made for such adjustments.

An employee who is receiving on-call compensation under Section 11.12 above prior to July 1, 2013 shall receive on-call compensation at a rate of their hourly pay rate times 10 hours for each ½ month of on call rotation.

ARTICLE XII – COMPENSATION

12.1 Pay Schedule. Appendix A, attached hereto, and by this reference incorporated into and made part of this Agreement, shall become the effective pay schedule as indicated thereon through June 30, 2023.

12.1.1 Base Pay. Base pay shall refer to the dollar amount referenced on the pay schedule.

12.1.2 Pay Rate. Pay rate shall refer to the base pay plus any incentives or assignment pay.

12.2 Pay Periods. Employees shall be paid on the regularly established pay dates which occurs two times each month. Pay days shall be the last working day prior to the established pay dates, when those days fall on a weekend or holiday. Additional pay such as vacation/holiday sellbacks will be included in the regular paycheck.

12.3 Steps. The letters A, B, C, D, E, F denote the steps in the pay range. The entrance step shall be A, except by special approval of the City Manager. Advancement to Step B shall be made upon successful completion of twelve (12) months of the probationary period. Thereafter, eligibility for advancement to a higher step shall require the completion of one year of service in the lower step of the range, AND written recommendation and authorization from the Chief.

12.3.1 Step G. Effective July 1, 2022, the pay scale in Appendix A will be revised to add a Step G. The amount designated for Step G shall be 5% more than Step F. Employees who have been at Step F for at least one year shall move to Step G on July 1, 2022 upon written recommendation and authorization from the Chief. Thereafter, eligibility for advancement to Step G shall require the completion of one year of service at Step F and written recommendation and authorization of the Chief.

An employee shall not be eligible for Step G pay as a result of a change in job classification in 12.4, however, if the job change results in a move to Step F in the new classification, the employee will be eligible for Step G, upon recommendation of the Chief, after one year in the new classification.

12.4 Changes in Position and/or Grade. When an employee changes classification resulting in a move to a higher or lower grade, changes in pay shall be as follows:

12.4.1 Change to a Higher Grade. When an employee moves to a job classification in a higher grade, the employee shall be placed in the new grade at the step closest to, but not less than the employee's previous step. If this results in a move that is less than 5% more than the employee's previous step, the employee shall be moved one additional step. Example: Employee X moves from Grade 145a Step B to Grade 150. Employee X would be placed at Grade 150 Step B because although Grade 150 Step A is more than Grade 145a Step B, it is less than 5% more.

12.4.2 Change to a Lower Grade.

a. Change Due to Employer-Driven Reasons: When an employee's job classification changes to a lower grade due to an employer-driven reason such as reorganization or restructuring of the position, the employee shall be placed in the new grade at the step closest to, but not more than, the employee's previous step's amount, and "frozen" at their pay rate at the time of the change until such time as the pay scale amount "catches up to" the "frozen" pay rate. If, after two years, if the pay scale amount has not "caught up to" the "frozen" pay rate, the City may adjust the employee's pay down to the base pay on the current pay scale commensurate with the employee's position and then add any incentive or assignment pay to set the new pay rate.

b. Change Due to Employee-Driven or Employee-Related Reasons: When an employee's job classification changes to a lower grade due to an employee-driven or employee-related reason such as: transfer at the request of the employee; transfer as a reasonable accommodation under the ADA; disciplinary demotion (for conduct or performance reasons); restructuring of a job in conjunction with performance management efforts (i.e., removal of substantive job duties to accommodate or adjust for an employee's deficiencies or limited capabilities); a job transfer based on poor performance or discipline; or demotion resulting from failure to achieve a transfer or promotion if the option of remaining in the current position is not available, the employee's base pay shall be set at the new grade at the step closest to, but not more than, the employee's previous step's amount. Any incentives or assignment pay shall be added to the new base pay and the employee's pay rate shall be adjusted to the lower rate on the first day of the first full pay period following the effective date of the job change.

Section 12.4, 12.4.1 and 12.4.2(a) and (b) shall not apply to bargaining unit employees who were "frozen" prior to July 1, 2013. Employees who were "frozen" as of July 1, 2013 shall remain "frozen" at their pay rate in effect on June 30, 2013, and shall remain "frozen" at that pay rate until such time as they change to a different position, or placement on the current, effective pay scale would result in an increase over the "frozen" pay amount.

12.5 PERS Contribution. The City will continue to participate in the Oregon Public Employees Retirement System (PERS) or its successor as determined by the State of Oregon for the life of this Agreement. The employee's six percent (6%) contribution shall be paid by the City. If the employee's contribution increases during the life of this Agreement, the parties agree to reopen this Section of the Agreement and bargain the change.

12.6 Deferred Compensation. Employees shall be allowed to participate, through payroll deductions, in the deferred compensation program offered through the City.

ARTICLE XIII - INCENTIVE PAY

13.1 DPSST Certification. Sworn bargaining unit employees shall be eligible for incentive pay for DPSST certification. Certification incentive pay of \$145 per month shall be added to an employee's base pay for a DPSST Intermediate Certificate. This incentive shall be increased to a total of \$290 per month additional pay for a DPSST Advanced Certificate. Certification incentive pay shall be paid at one level only. Certification pay shall begin on the first day of the first full pay period following the date written documentation of the certification is submitted by the employee to the Human Resources office.

13.2 Educational Incentive. Bargaining unit employees shall receive additional compensation added to the base pay for college degrees earned from a regionally accredited institution, as specified in the table below. An official transcript verifying the degree must be provided before educational incentive pay will be granted. Incentive pay for education shall be limited to possession of the degree. Education incentive shall be paid for only one degree at any given time, regardless of how many degrees an employee possesses. Payment for possession of such degree shall begin on the first day of the first full pay period following the date the degree was conferred as specified on the official transcript and received by Human Resources.

Associate’s Degree	\$150 per month
Bachelor’s Degree	\$300 per month
Master’s Degree	\$450 per month

13.3 Bilingual/Sign Language Pay. Employees who are determined to be fluent in speaking Spanish or competent in sign language, as certified by an instructor approved by the City, shall receive an additional \$150 per month added to the base pay.

13.4 Calculation of Incentive Pay. Certification, education, and bilingual incentive pay shall be added to the employee’s base pay. Incentive pay shall be added to the base prior to assignment pay being calculated. For example, if an employee receives incentive pay for Intermediate certification and assignment pay for field training officer, the employee’s base pay would be increased by the appropriate amount for incentive pay and then multiplied by the appropriate assignment pay multiplier.

ARTICLE XIV – SPECIAL ASSIGNMENTS and COLLATERAL DUTIES

14.1 Special Assignments. Special assignments are formed as required to meet the evolving operational objectives of the department, and to advance professional growth through a diversity of assignments. The participation of department personnel in special assignments shall be based on demonstrated ability and suitability as measured by past and ongoing performance evaluations and needs of the department, with the fundamental objective being to select and retain the most capable personnel for these positions. Special assignments are not tenured and all discretionary management rights as defined in this Agreement shall apply.

Special assignments and collateral duties may include, but are not limited to nor required to be established: Detective, School Resource Officer (SRO), Bike Team officer, Canine Officer, DARE officer, Range Master, Survival Skills Instructor, F-6 Training Instructor, Volunteer Advisor, Explorer Advisor, and Field Training Officer. These are special duty assignments, not separate positions within the bargaining unit. Additional compensation for special assignments and collateral duties shall be as set forth in this article, and limited to only the assignments and collateral duties specified below.

14.2 Detective. Police officers assigned to the role of detective shall have five percent (5%) added to their pay rate for the duration of the assignment.

14.3 School Resource Officer. Police officers assigned to the role of school resource officer shall have five percent (5%) added to their pay rate for the duration of the assignment.

14.4 Field Training Officer. Police officers, including those assigned to Detective or School Resource Officer, expressly assigned by the city as a Field Training Officer shall receive an additional five percent (5%) on their pay rate for all hours actually served in the full capacity as a Field Training Officer. FTO assignment pay shall not be granted for less than 30 minute intervals. In no event shall an employee receive FTO pay during any period in which no trainee is assigned to that officer, nor shall more than one officer receive FTO pay for training the same trainee at any given time. It is understood that the Field Training Officer responsibility is incorporated within the job duties of Corporal and, therefore, this Section does not apply to Corporals.

14.5 F-6 Training Instructor. A Police Officer who is assigned to provide training lasting at least two hours to Central Point police staff shall receive an additional five percent (5%) added to their pay rate. The Officer must be an industry-recognized certified trainer in the training topic. Hours eligible for this additional pay is limited to the actual hours engaged in training (hours as recorded on the DPSST F-6 form).

14.6 Canine (K-9) Care. The K-9 handler shall receive two hours overtime per workweek to compensate for the K-9 care. K-9 care includes feeding, grooming, kennel cleaning, and otherwise caring for the assigned canine. For care hours that are beyond the two hours, the handler will follow departmental procedures for working overtime.

14.7 Acting in Capacity. When a bargaining unit employee serves in the capacity of another employee on a short-term basis, the employee shall be deemed as "Acting in Capacity" and paid as follows:

14.7.1 Officer in Charge. For every hour or portion thereof, but in not less than quarter-hour segments, when a police officer serves in the capacity of Officer in Charge in the absence of the duty Lieutenant or Corporal, and with the express authorization of the Chief of Police, Captain, or authorized designee thereof, the officer shall receive five percent (5%) additional compensation on their pay rate for such time as s/he actually serves as the Officer in Charge. The pay rate shall be calculated as follows: the (acting) officer's hourly base pay according to the current pay scale, plus any incentive pay, plus any assignment pay multipliers, multiplied by five percent (5%). This section does not apply to Corporals.

14.7.2 Interim Status. When a bargaining unit employee fully takes on the duties of another employee in place of their own job duties for a period of time in excess of one (1) work week, that employee shall be compensated at the pay grade of the interim position, placed at the lowest step in that grade that is not less than five percent (5%) more than the employee's current grade and step.

14.8 Calculation of Assignment Pay. Assignment Pay as set forth in this section shall be added to the employee's base pay after any incentive pay is added. For example, if an employee receives incentive pay and assignment pay, the employee's base pay would be increased by the appropriate amount for incentive pay and then multiplied by the appropriate assignment pay multiplier. Assignment pay shall normally not compound or pyramid except that an employee assigned as a Detective or SRO may receive other assignment pay if the assignment occurs concurrently with the assignment as Detective or SRO.

ARTICLE XV - UNIFORMS

15.1 Uniforms. Uniforms and other protective clothing or safety wear, including duty belts and associated equipment, and weapons required for a police officer by law or by the City or required for other bargaining unit members by law or by the City, shall be provided by the City. Each Police Officer and Community Service Officer shall receive reimbursement of up to \$400, for the duration of this contract, to purchase and maintain approved footwear. Employee may use their P-Card or seek reimbursement for footwear expenses. Each Police Support Specialist shall receive a one-time \$400 uniform payment, for the duration of this contract, to purchase uniform slacks and footwear. Payments/reimbursements will be prorated for new employees.

Employees thus provided shall wear such uniforms, protective clothing, equipment, and safety wear in the manner required by law or by the City. No employee shall wear or use any such uniform, footwear, protective clothing or safety wear provided by the City save and except on the job.

15.2 Uniform Cleaning. Uniform cleaning will be provided by the City in a manner such that employees shall have sufficiently clean uniform clothing to wear, normally one uniform per work week. It is the responsibility of the employee to submit uniforms for cleaning as necessary, and to maintain footwear, duty belts and associated equipment, and weapons in a safe and professional manner in accordance with department standards. Employees are expected to display a clean, neat, and professional appearance. This Section applies only to City-issued uniforms or approved clothing for plain clothes officers referenced in 15.3.

15.3 Clothing Allowance. Sworn bargaining unit employees assigned to plain-clothes detective duty shall receive reimbursement for up to \$750 upon initial assignment to plain-clothes duty. For each subsequent year of plain clothes duty assignment, the employee shall receive up to \$600 per year for a clothing allowance. The clothing allowance shall be paid upon presentation of receipts for approved clothing. In the event the plain-clothes assignment is expected to last less than one full year, the amount of the clothing allowance shall be prorated. Clothing must be appropriate for the assignment and meet Department standards. The uniform cleaning provision in 15.2 shall apply to applicable duty-related clothing of employees covered by this section of the Agreement but shall not include items that can be cleaned using a household clothes washer. Cleaning under this section shall be limited to applicable clothing that needs cleaned because of work-related use, and shall not be excessive.

ARTICLE XVI - EXPENSE REIMBURSEMENT

16.1 Educational Reimbursement. The City will reimburse an employee for 50% of tuition paid by the employee for college courses provided that:

- a. Funds for such expenditures are considered by the Chief to be available in the current budget;
- b. The employee has made written application for approval of the course and tuition reimbursement to the department head at least ten (10) days prior to the registration for such course and the request is approved, in advance, by the Chief;
- c. The employee does not receive reimbursement for tuition from any other source;
- d. The course is through a regionally accredited institution of higher education;
- e. The coursework and course attendance are conducted outside the employee's regular working hours;
- f. The employee submits evidence of satisfactory completion of the course with a C or better passing grade.

16.2 Travel Expenses. When an employee is required or otherwise authorized to travel outside the County on City business, reimbursement for expenses incurred shall be determined in accordance with City policy except as follows.

- a. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the department head.
- b. Travel on official business outside the City by a single individual shall normally be via public carrier or City-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the current IRS rate. This rate is all inclusive and covers all travel expenses including vehicle, fuel, parking, insurance and maintenance expenses of the vehicle.
- c. If more than one City employee is traveling to the same location, the most economical mode of travel should be used, including ride sharing and vehicle rental.

16.2.1 Meals. Payment of meals eaten while on official trips shall be limited to the amount of actual and reasonable expense incurred during the performance of duty as a City employee for the City’s benefit. Authorized meals during approved travel shall be purchased using the City-issued purchasing card whenever possible. The following rates will be considered maximum amounts for travel expenses unless specifically authorized by the Department Head:

Breakfast	\$10.00
Lunch	\$13.00
Dinner	\$21.00

The total allowable amount for three meals in any one day will be \$44.00. If an employee’s approved travel involves more than one meal due to the actual length of the trip, the employee can spend up to the authorized combined total amount for those meals, at their discretion, as long as the total expense for the allowable meals does not exceed the aggregate amount allowed for those meals.

Meals included in the cost of lodging (i.e., breakfast), or included in the cost of event registration, shall not be compensated for twice. Employees electing to not participate in such included meals shall be personally responsible for any additional meal expenses. Snacks or “coffee breaks” in addition to meals are not normally considered meals under this section.

16.2.2 Lodging. Employees traveling in accordance with this Section shall be approved for reasonable actual costs for lodging.

16.2.3 Use of Purchasing Card. Employees shall use their city-issued purchasing card to pay for approved travel expenses including lodging, airfare or rental vehicle, and authorized meals. Itemized receipts accounting for all purchasing card transactions shall be submitted in a timely manner.

16.3 Fitness Incentive Reimbursement. The City will reimburse employees up to twenty-five dollars (\$25.00) per month toward membership in a recognized fitness club, weight management program, or City of Central Point Recreation health/fitness program in which they are actively participating. The City retains the discretion to determine which clubs or programs are eligible for this reimbursement, but any denial of a reimbursement request may be processed only up to Step 3 of the grievance procedure. Employees will be reimbursed through payroll provided they submit itemized receipts for club membership within 6 months.

16.4 Taxation. All reimbursements are subject to being taxed in accordance with IRS code. If an employee uses a purchasing card for travel-related meals that are taxable, the employee must submit copies of purchasing card receipts with their timesheet.

ARTICLE XVII – VACATION

17.1 Accrual. Paid vacation leave shall accrue on the following basis for full time employees:

<u>Service Time</u>	<u>Pay Period Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
0 – 5 Years	3-1/3 Hours	80 Hours	160 hours
5 – 10 Years	5 Hours	120 Hours	240 hours
10 – 15 Years	6-2/3 Hours	160 Hours	320 hours
15+ Years	8-1/3 Hours	200 Hours	400 hours

- a. Vacation leave shall accrue on a semi-monthly basis based upon the employee's date of hire.
- b. New, probationary employees shall not be eligible to use vacation leave until they have completed six (6) full months of employment. If the employee resigns or is terminated during this six month period, no vacation payout will be owed. Newly hired lateral police officers or rehired City of Central Point police officers may receive up to five years of service time as a police officer towards their vacation accrual.
- c. Vacation leave shall accrue during any paid leave of absence except when the paid leave being used is from the donated sick leave bank.
- d. Vacation leave shall accrue to the employee's bank after the hours are worked for the pay period and shall not be available for use until the following pay period.
- e. Only vacation hours previously accrued can be used; anticipated accrual hours may be scheduled, but such scheduling of use must be for time after the hours are actually accrued. Negative vacation accrual balances are not allowed.
- f. Part-time bargaining unit employees shall accrue vacation leave in direct proportion to full time equivalency. For example, an employee working half time would accrue vacation at 1-2/3 hours per pay period for 0 to 5 years, 2.5 hours per pay period for 5 to 10 years, etc.

17.2 Accrual Limitations. The purpose of vacation accrual is to provide employees with paid time away from work and is not intended to accrue to unreasonable levels. Vacation leave may accrue to a maximum of two times the annual accrual amount. Employees are responsible for the management of their leave banks. If an employee's vacation bank balance reaches the maximum accrual cap, the employee shall not accrue any additional vacation leave until such time as the balance is below the cap. The one, and only, exception to the above is when an employee has submitted a proper and timely request to use vacation in an amount of at least one full workday and that request has been approved by an authorized approver, then the approved request is revoked by the Chief or Captain and such revocation causes the employee to lose vacation accrual due to having reached the cap. If the conditions of this exception occur, the employee will be paid for the vacation hours that would otherwise be lost. This provision shall only pertain to the loss of vacation hours due to the cap and shall not be construed as to prevent the City from denying or revoking vacation requests on the basis of operational needs.

17.3 Vacation Selection. Employees shall have the right to determine vacation times, subject to scheduling requirements for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to arrange scheduling so that each employee has an opportunity to, if s/he chooses at some time during the calendar year, to use the full amount of the vacation credit which s/he will accumulate in twelve months of continuous service.

Vacation scheduling selections shall be made on the basis of bargaining unit seniority. However, each employee will be permitted to exercise his/her right of seniority only during the vacation bid process. No employee will be allowed to use his/her seniority to cancel another employee's scheduled vacation. See Article 9.3.2 Seniority - Vacation and Time Off Bidding.

The City shall post a blank vacation calendar no later than December 1st for vacation bidding for the following calendar year. The City may designate certain dates as restricted for vacation scheduling for legitimate operational needs. Restricted dates shall be limited to one sworn bargaining unit employee bidding that day off. Each employee, in descending order of seniority, will be allowed to select one continuous vacation period from the available dates on the calendar, not to exceed two work weeks without the approval of the Chief. Once each employee has had the opportunity to make a vacation selection, each employee shall have a second opportunity to make vacation selections based on seniority. The approved seniority-bid vacation calendar will be posted no later than January 1st.

Once the second round of seniority-based selections are made, all other vacation scheduling shall be without regard to seniority and will be considered on a first-come, first-served basis, in accordance with staffing requirements as determined by the City.

The City will respond to vacation requests after the annual seniority bid process without unreasonable delay, and if submitted at least 14 calendar days in advance, within 10 calendar days of the receipt.

17.4 Termination. Upon termination of employment, an employee shall be paid for all accrued but unused vacation.

17.5 Sell Back. Once each fiscal year, an employee may request to sell back to the City up to forty (40) total hours of accrued vacation time or accrued holiday time, or a combination thereof, in excess of eighty (80) vacation hours. Employees choosing to exercise this option must advise the City in writing, through the department manager. The City shall make every effort to distribute the funds within thirty (30) days of the request.

ARTICLE XVIII – HOLIDAYS

18.1 Holidays: Full-time, Police Support Specialists. Full-time, Police Support Specialists shall be entitled to eight hours of time off with pay for the following holidays:

- (a) New Year's Day, January 1
- (b) Martin Luther King's Birthday, third Monday in January
- (c) President's Day, third Monday in February
- (d) Memorial Day, last Monday in May
- (e) Independence Day, July 4
- (f) Labor Day, first Monday in September
- (g) Veterans' Day, November 11
- (h) Thanksgiving Day, fourth Thursday in November
- (i) Day after Thanksgiving Day
- (j) Christmas Day, December 25
- (k) Day before Christmas, December 24
- (l) Two (2) floating holidays

18.1.1 Eligibility. Full-time employees must have worked or have been on paid leave the last work day before and the first work day following a holiday in order to receive holiday pay.

Part-time employees covered by this Agreement shall be entitled to time off with pay for the above holidays and shall be compensated in proportion to the number of hours per month they are normally scheduled to work, regardless of whether or not the part-time employee is scheduled to work the holiday, provided the part-time employee is scheduled to work after the holiday.

18.1.2 Holidays. Holidays which occur during vacation or sick leave shall not be charged against such leave. If a holiday listed in 18.1 falls on a Sunday, the following Monday shall be given as a holiday unless Monday is already a holiday, then the preceding Friday shall be given as the holiday. If a holiday listed in 18.1 falls on a Saturday, the preceding Friday shall be given as the holiday unless Friday is already a holiday, then the following Monday shall be given as the holiday. Holidays must be used on the day established as the City holiday.

18.1.3 Floating Holidays. Floating holidays shall accrue on January 1 and July 1 of each year, provided the employee is actively employed on January 1 or July 1. Floating holidays may not be taken in advance of accrual. Floating holidays must be taken during the calendar year in which they are accrued, and they must be used in no less than one-hour increments and with prior approval of the supervisor. Unused floating holidays shall be paid upon termination.

18.2 Holiday Accrual: Full-time, Community Service Officers and Sworn Personnel. On each July 1st, 104 holiday hours will be credited. Credited hours will be prorated for new employees. Credited hours shall be subject to the 104 hour cap. For example, if an employee has more than 52 hours in their holiday bank as of June 30th, the number of hours to be added to the bank shall be adjusted so that the total is not more than 104 hours. The one, and only, exception to forfeiture of hours is if an employee has made a proper and timely request to take holiday time off and has received approval for such request, then the approved request is subsequently revoked by the Chief or Captain, any hours that would be forfeited due to the revocation shall be compensated at the straight time rate of pay.

Holiday leave shall be utilized in accordance with established department procedures on an hour-for-hour basis.

Time off requests must be submitted 24 hours in advance. The City will respond to time off requests without unreasonable delay, but in all cases within 10 calendar days of receiving the request.

18.3 Holiday Sell Back. Employees may opt to sell back earned Holiday hours in accordance with Section 17.5.

ARTICLE XIX - SICK LEAVE

19.1 Accrual. Sick leave shall be earned by each full-time employee at the rate of four (4) hours for each full pay period of service completed. Part-time employees shall accrue sick leave each month in an amount proportionate (based on hours worked each pay period) to that which would be accrued under full-time employment. An employee may accrue an unlimited amount of sick leave.

19.2 Utilization. Employees may utilize their allowance of sick leave when unable to perform work duties by reason of illness or injury, serious illness in the immediate family, for emergency personal medical or dental care, exposure to contagious disease under circumstances by which the health of fellow employees or members of the public necessarily dealt with would be endangered by attendance of the employee in the opinion of the City, and under the federal and state Family Medical Leave Acts. Sick leave shall be charged on an hour-for-hour basis. Abuse of sick leave privilege shall be cause for discipline and/or dismissal.

19.3 Notification. An employee who is unable to report to work because of any of the reasons set forth in Section 2 above shall report the reason for his/her absence to the designated department representative as soon as possible and prior to the time s/he is expected to report to work. Sick leave with pay shall not be allowed unless the employee has complied with the posted reporting procedure or made a reasonable attempt to comply. In absences of three days or more, the City may, at its discretion, require the employee to provide a written statement from a physician certifying that the employee's condition prevented him from appearing for work and that the employee is released to return to work without restrictions. The City will establish the procedure for contacting the designated department representative. An employee is required to provide his/her supervisor with sufficient information about his/her absence to allow the supervisor to reasonably determine the need for or applicability to leave under the federal and/or state Family Medical Leave Act(s).

19.4 Sick Leave Compensation. Unused sick leave shall not be compensated for in any way at the time of resignation or dismissal of an employee.

19.5 Leave Without Pay\Layoff. Sick leave shall not accrue during any period of leave of absence without pay, while using donated sick leave, or while on layoff status except as required under state or federal law; however, the returning employee shall have any previously accrued sick leave restored upon return to employment.

19.6 Immediate Family. Per FMLA/OFLA. Family members includes: spouse, same-gender domestic partner, parent (custodial, non-custodial, foster, biological, step, in-law, parent of domestic partner) grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis, child (biological, adopted, foster, step, or child of same-gender domestic partner) Child may be either a minor or an adult.

The City also recognizes as immediate family members for the purposes of this Article: domestic partner, minor brother, minor sister, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship.

19.7 Integration of Paid Sick Leave With Workers Compensation. When an injury occurs in the course of employment, the City's obligation to pay Sick Leave is limited to the difference between any disability payment or time loss payment received under Workers' Compensation Laws and the employee's gross pay. When sick leave is paid in conjunction with worker's compensation time loss, prorated charges of $\frac{1}{3}$ of the employee's regularly scheduled work hours will be made against accrued sick leave. In such instances, Public Employees Retirement System (PERS) benefit will be prorated according to the amount of compensation paid by the City.

19.8 Retirement. Unused sick leave accrual balances will be reported to PERS upon separation from employment. Employees may utilize unused sick leave accrual upon retirement in accordance with any benefits as provided for in PERS and applicable legislation.

19.8.1 Accrued sick leave for OPSRP members. Upon retirement from the City of Central Point, a member of the Oregon Public Service Retirement Plan (OPSRP), sick leave in excess of 600 hours up to 960 hour accumulated maximum shall be cashed out at 25% of the employee's base wages and deposited into the employee's HRA-VEBA account. This paragraph may be reopened if this benefit becomes taxable by the Affordable Care Act or subsequent law.

ARTICLE XX - LEAVE OF ABSENCE WITH PAY

20.1 Bereavement Leave. In the event of a death in the employee's immediate family, under FMLA/OFLA as defined in 19.6, an employee may be granted a leave of absence of up to two weeks within 60 days of the date of death. The employee may utilize up to three calendar days of City paid bereavement leave. The employee may use other leave, including sick leave, for the remaining days off. Upon request, an employee may be granted additional leave, including use of accrued sick leave.

In addition to all immediate family members defined in 19.6, the City recognizes "Immediate family" for the purpose of receiving up to three days of bereavement leave to include sibling, step sibling, sibling-in-law, or foster sibling; grandparent, step grandparent, grandparent-in-law, or foster grandparent; or grandchild, step-grandchild, or foster grandchild.

The employee shall make a reasonable effort to notify the Department Director of the need for the leave and/or additional days in advance of the absence.

20.2 Funeral Leave. When an employee serves as a pallbearer, or in some other way participates in, as opposed to merely attend, a funeral ceremony, the employee may be granted time off with pay, not to exceed four hours, to perform such duty.

20.3 Civic Responsibility. The City appreciates that City employees are occasionally required to perform civic duties that may interfere with their scheduled work shift. This Section addresses how the performance of civic responsibilities shall affect the employee's work schedule, work cycle, work shift, pay and use of leaves.

20.3.1 Work-Related Court Appearance. Employees required to testify or appear in court in an official capacity and as a part of their job shall be compensated for such court appearances in accordance with Article 11 - Hours of Work and Overtime.

20.3.2 Non Work-Related Court Appearance. When an employee is subpoenaed to testify or appear in court other than in an official capacity and where the employee is not personally involved in the action as the plaintiff, the defendant, the object of the investigation, or for the purpose of providing character testimony for a friend or family member, s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

20.3.3 Jury Duty. When an employee is called for jury duty s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

20.3.4 Civic Duty Between Night Shifts. Employees who are required to appear in court between two consecutively scheduled night shifts for work-related testimony in accordance with 20.3.1 shall be compensated in accordance with Article 11.

Employees who are required to appear between two consecutively scheduled night shifts for non-work-related civic duty as set forth in Section 20.3.2 or 20.3.3 shall have their work shift adjusted as follows:

- a. if the total hours actually spent performing civic duties are less than six (6), the employee's work shift the night after such civic duty shall be adjusted on an hour-for-hour basis for the time actually spent on civic duty.
- b. if the total hours actually spent performing civic duties are six (6) or more, the employee will be given the night after such civic duty off and shall not suffer any loss of pay or be required to use accrued leave.

20.3.5 Limitations and Expectations. Under no circumstances shall the City be required to pay overtime or grant comp time for civic duty appearances that are not work-related. In the event an employee serves a partial day of civic duty, the employee shall be required to return to work after

being released from court, or arrange for use of paid leave in accordance with department policy to compensate for time away from work that is not spent in court. Exceptions may be allowed in such circumstances as when the court appearance is out of the area or the employee is released from their court responsibilities with less than forty-five (45) minutes left in their scheduled work shift.

It shall be the employee's responsibility to notify his/her supervisor of pending court responsibilities as soon as the employee has knowledge of such court duty.

20.4 Military Leave. Military leave of absence shall be granted in accordance with City policy and state and federal Law.

20.5 Conferences/Meetings. Time actually spent in attendance at, or travel to and from conferences, conventions or other work-related meetings that have been approved in advance by the Chief shall be considered work time as provided under the Fair Labor Standards Act. An employee may request additional time off, using accrued paid leave, in conjunction with approved work-related travel; however, approval of such requests shall be handled in accordance with department- established requests for time off.

20.5 Leave Accruals While on Paid Leave. Employees on paid leaves of absence shall accrue leaves in accordance with this Agreement and, where by reference, current City policy.

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY

21.1 Family Medical Leave. All police bargaining unit employees shall be covered by current City policy, as well as state and federal law, regarding Family and Medical Leave.

21.2 Military Leave. Military leaves of absence shall be granted in accordance with City policy and state and federal law.

21.3 Other Leave Without Pay. Notwithstanding the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA), a regular, non-probationary employee may be granted a leave of absence without pay for a period not to exceed one (1) month. Requests for leave of absence without pay shall be in writing, shall be directed to Police Chief, and shall contain justification for approval. Approval of such leave requests shall be at the sole discretion of the Police Chief, except that any denial of a request shall not be arbitrary or discriminatory. Not counting any such leave covered under FMLA and USERRA, no employee shall receive more than an aggregate of thirty-one (31) days leave of absence in any three (3)-year period.

21.4 Leave Accrual While on Leave Without Pay. City policy regarding benefits accrual during Leaves of Absence Without Pay shall apply to all employees covered by this Agreement.

ARTICLE XXII - INSURANCE COVERAGE

22.1 Medical, Dental and Vision Insurance. The City shall provide a mutually agreed upon medical, dental and vision insurance package for the employee and their dependents as follows:

1. Medical – substantially similar on the whole to Teamsters G/W Plan
2. Dental – substantially similar on the whole to Teamsters D-6 Plan
3. Vision – substantially similar on the whole to Teamsters V-4 Plan

22.2 Health Insurance Eligibility: An employee, as defined in Article 1 - Recognition, must be on paid status for at least eighty (80) hours in the qualifying month to be covered by the health insurance the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. S/he is then covered for the month of February. An employee terminates January 25 after being on paid status the required 80 hours. S/he then is covered for the month of February. In both cases, if an employee is not on paid status for the required 80 hours in January, s/he would not be covered in February). Paid status does not include overtime hours worked or “cash out” of accrued leave. Eligibility for insurance coverage shall be consistent with the insurance carrier’s eligibility requirements.

It is understood that “cashing out” accrued leave time (vacation, holiday or compensatory time) does not constitute hours worked or compensated hours for the purpose of determining insurance eligibility. A “cash out” is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

22.3 Medical, Dental, and Vision Insurance Premiums. Effective July 1, 2010, the City shall pay ninety (90) percent of the cost of the employee’s health insurance premiums with the employee paying the remaining ten (10) percent through payroll deduction.

22.3.1 Payment of Premiums. All health insurance premiums paid by the City on behalf of employees shall only be paid directly to the insurance carrier or third party administrator. No such insurance premiums shall be paid directly to the employee except as otherwise provided for in a separation agreement.

22.3.2 Part-time Employees. Health insurance premium contributions shall be made on a prorated basis for bargaining unit employees qualifying for insurance coverage but working less than full time.

22.4 Section 125. In the event the employee is required to pay a portion of the health insurance contribution in accordance with 22.3, the employer shall institute an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free payroll deduction. Additionally, the employer may, in its discretion, institute an IRS Section 125 Flexible Spending Arrangement plan and make such plan available to all employees on a voluntary basis at any time during the life of this agreement.

22.5 Health Reimbursement Arrangement. The City shall contribute \$145 per month to a Health Reimbursement Arrangement through a Voluntary Employees’ Beneficiary Association (hereinafter referred to as HRA or HRA VEBA) under Section 501 (c) (9) of the Internal Revenue Code for each full time employee of the bargaining unit. The amount of the HRA contributions for part time employees shall be prorated based on full time equivalency of the employee’s position.

22.6 Long Term Disability Insurance. For bargaining unit employees who meet the carrier's eligibility requirements, the City shall pay long term disability insurance premiums for coverage that provides at a minimum, a 66%% benefit effective the 91st day of the disability.

22.7 Life Insurance. For bargaining unit employees who meet the carrier's eligibility requirements, the City shall provide a \$50,000 term life insurance benefit policy. In addition, to the extent the carrier permits, the City will allow employees to purchase additional life insurance at the employee's expense.

ARTICLE XXIII - WORKER'S COMPENSATION

23.1 Worker's Compensation. The City shall provide worker's compensation coverage for industrial accidents and disease in accordance with state and federal law. Employees are required to abide by all City safety policies and procedures, injury reporting requirements and protocols, and return to work policies and procedures.

ARTICLE XXIV - OUTSIDE EMPLOYMENT

24.1 Outside Employment. No full-time bargaining unit employee shall accept outside employment, whether part-time, temporary or permanent, without prior written approval from the Police Chief. Each change in outside employment shall require separate approval.

24.2 Approval. To be eligible for approval, outside employment must meet the following criteria:

- a. Be compatible with the employee's City work;
- b. In no way detract from the efficiency of the employee in his/her City work; and
- c. In no way conflict with the interest of the City or be a discredit to the City.

24.3 Response. A written response to a request for outside employment approval shall be provided within seven (7) business days of the request. If an employee's request is denied by the Police Chief, the employee may request a review by the City Manager, however, the City Manager's decision shall be final and any denial of such request shall not be subject to the grievance procedure.

ARTICLE XXV - DISCIPLINE AND DISCHARGE

25.1 Discipline. No regular, non-probationary employee shall be disciplined or discharged except for just cause. Discipline for conduct or performance will normally be progressive. However, if a violation of a City policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings.

Oral warnings, counseling or other oral communication, as well as supervisory entries in "Guardian Tracking" or other similar system, are considered discipline and shall be documented; however, such documentation shall not be considered a written disciplinary action, shall not be subject to the grievance procedure, and such documentation will not be placed in the employee's personnel file.

25.2 Imposition. The City, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public.

25.3 Probationary Employee. A probationary employee as defined in Section 8.1, shall serve at the pleasure of the City and may be disciplined or discharged for any reason and such discipline or discharge shall not be grievable.

25.4 Grieving Discipline. Disciplinary action, if protested, shall be protested through the grievance procedure, Article 26 - Grievance Procedure. However, oral reprimands, counseling, verbal warnings, other oral communications, or entries in a performance tracking system shall not be subject to the grievance procedure and written reprimands may be processed only to Step 3 of the grievance procedure.

25.5 Union Representation. An employee shall, upon request, be allowed to have a Union representative present at disciplinary meetings.

ARTICLE XXVI - GRIEVANCE PROCEDURE

26.1 Definition. A grievance is defined as a claim by an employee and/or Union that there has been a violation of the bargaining agreement.

26.2 Informal Resolution. When such alleged violations arise, an attempt will be made by the employee and his/her immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Section 26.3.

26.3 Grievance Procedure. Each grievance will be processed in the following manner:

Step I. Within fifteen (15) calendar days after the occurrence of the cause of complaint, the employee and/or the Union will reduce the grievance to writing, stating the reasons therefore, the contract provision violated, the date of the occurrence, and the remedy requested and will present it to the employee's immediate supervisor. Within ten (10) business days after the grievance is submitted to the supervisor, the supervisor will respond in writing. If s/he wishes, the employee involved may be accompanied at any grievance-related meeting by a representative of his/her choice.

Step II. If the grievant is not satisfied with the decision concerning the grievance made by the supervisor, s/he may, within ten (10) business days of receipt of such decision, forward grievance to the Police Chief. Within ten (10) business days following receipt of the grievance, the Chief shall state his/her decision in writing.

Step III. If the grievant is not satisfied with the disposition of the grievance by the Chief, s/he may request, within ten (10) business days of receipt of the Chief's decision, that the City Manager review the decision. Within ten (10) business days, the City Manager shall render his/her decision in writing.

Step IV. If the grievant is not satisfied with the disposition of the grievance by the City Administrator, s/he may request, within ten (10) business days from receipt of the City Manager's decision, that the grievance be brought to arbitration. Such request shall be valid only if supported, in writing, by the Union. If a timely, valid request has been made, the parties shall jointly request from the State Conciliation Service a list of seven (7) arbitrators residing in Oregon who are members of the American Arbitration Association and, beginning with the grieving party/Union, the parties shall alternately strike names. The name remaining shall be the arbitrator. Seven (7) business days shall be

allowed for the striking. The parties may, by mutual agreement, request a new panel.

The hearing under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his/her judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on both parties. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) days prior to the date when such grievance shall have first been presented.

26.4 Expenses. Expenses for the arbitrator's services and the proceedings shall be borne equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. In the event the arbitrator finds that s/he has no authority or power to rule in any case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

26.5 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. However, time limits may be extended by mutual consent of both parties. If either party fails to follow such limits, the following shall result:

- a If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

26.6 Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and will not be placed in the personnel file. However, evidence of any discipline imposed and an explanation of the action which resulted in such discipline will be placed in the employee's personnel file.

ARTICLE XXVII - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT

27.1 Lockout. There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of this Agreement.

27.2 Strike. The Union will not initiate or engage in, and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, sick-out or other interruption of work during the term of this Agreement.

27.3 Union Responsibility. Should a strike, slowdown, picketing, boycott or other interruption of work occur, the Union, upon receiving notice of a strike, slowdown, picketing, boycott or other interruption of work which it has not authorized, will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

27.4 Discipline. In the event employee(s) participate in a strike, slowdown, picketing, boycott, sick-out or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action which may include discharge.

27.5 Wages and Benefits. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such work interruption.

ARTICLE XXVIII - SAVINGS CLAUSE

28.1 Savings Clause. Should any Article or section thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article or section thereof directly specified in the decision. The remainder of this Agreement shall remain in effect pursuant to the terms of the Duration Article. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE XXIX - DURATION

29.1 Duration. This Agreement shall be effective as of July 1, 2019 and shall remain in effect through June 30, 2023.

ARTICLE XXX - EXECUTION/SIGNATURES

Executed this ___ day of _____, 2019 at Central Point, Oregon, by the undersigned officers by authority and behalf of the City of Central Point and Teamsters Local Union No. 223.

TEAMSTERS LOCAL UNION NO. 223

CITY OF CENTRAL POINT, OREGON

Clayton Banry, Secretary-Treasurer

Hank Williams, Mayor

Brent Jensen, Union Representative

Chris Clayton, City Manager

Appendix A
POLICE BARGAINING UNIT
PAY SCHEDULE
Monthly rates based on 173.33 hours per month

Salary Schedule Effective June 30, 2019

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	\$ 3,266	\$ 3,429	\$ 3,600	\$ 3,780	\$ 3,969	\$ 4,167
201	Community Services Officer	P117	\$ 3,465	\$ 3,638	\$ 3,820	\$ 4,011	\$ 4,212	\$ 4,423
202	Police Officer	P145	\$ 4,442	\$ 4,664	\$ 4,897	\$ 5,142	\$ 5,399	\$ 5,669
203	Corporal	P150	\$ 4,912	\$ 5,158	\$ 5,416	\$ 5,687	\$ 5,971	\$ 6,270

Negotiated adjustments to the salary schedule shall be applied to Step A and each subsequent step shall be 5% greater than the lower step

Salary Schedule effective July 1, 2019**3.25% increase effective 7/1/19**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	\$ 3,372	\$ 3,541	\$ 3,718	\$ 3,904	\$ 4,099	\$ 4,304
201	Community Services Officer	P117	\$ 3,578	\$ 3,757	\$ 3,945	\$ 4,142	\$ 4,349	\$ 4,566
202	Police Officer	P145	\$ 4,586	\$ 4,815	\$ 5,056	\$ 5,309	\$ 5,574	\$ 5,853
203	Corporal	P150	\$ 5,072	\$ 5,326	\$ 5,592	\$ 5,872	\$ 6,166	\$ 6,474

Salary Schedule effective July 1, 2020**3.50% increase effective 7/1/20**

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	\$ 3,490	\$ 3,665	\$ 3,848	\$ 4,040	\$ 4,242	\$ 4,454
201	Community Services Officer	P117	\$ 3,703	\$ 3,888	\$ 4,082	\$ 4,286	\$ 4,500	\$ 4,725
202	Police Officer	P145	\$ 4,747	\$ 4,984	\$ 5,233	\$ 5,495	\$ 5,770	\$ 6,059
203	Corporal	P150	\$ 5,250	\$ 5,513	\$ 5,789	\$ 6,078	\$ 6,382	\$ 6,701

Salary Schedule effective July 1, 2021**3.50% increase effective 7/1/21**

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

Salary Schedule effective July 1, 2022Step G added to the salary schedule per Article 12.3.1 Step G

Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
200	Police Support Specialist	P110	\$ 3,612	\$ 3,793	\$ 3,983	\$ 4,182	\$ 4,391	\$ 4,611	\$ 4,842
201	Community Services Officer	P117	\$ 3,833	\$ 4,025	\$ 4,226	\$ 4,437	\$ 4,659	\$ 4,892	\$ 5,137
202	Police Officer	P145	\$ 4,913	\$ 5,159	\$ 5,417	\$ 5,688	\$ 5,972	\$ 6,271	\$ 6,585
203	Corporal	P150	\$ 5,434	\$ 5,706	\$ 5,991	\$ 6,291	\$ 6,606	\$ 6,936	\$ 7,283



City of Central Point
Staff Report to Council

ISSUE SUMMARY

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

FROM: Elizabeth Simas, Human Resources Director

MEETING DATE: June 13, 2019

SUBJECT: Resolution No. _____, A Resolution Adopting the July 1, 2019 - June 30, 2020 Classification Pay Plan

ACTION REQUIRED:

RECOMMENDATION:

BACKGROUND/HISTORY:

Each year the Council is asked to approve the Classification Pay Plan with any revisions from the prior approved plan.

This proposed, revised pay plan reflects changes for all employee groups since the last pay plan was approved by council on October 25, 2018, and has an effective date of July 1, 2019.

Part A of the pay plan (General Service Bargaining Unit) has been updated the addition of Step "G" to the pay plan per the collective bargaining agreement and the addition of a newly created position 122 Utility Laborer. There are no other changes to Part A of the pay plan

Part B of the pay plan (Police Bargaining Unit) has been updated to reflect an increase of 3.25% to the pay plan per the provisions of the bargaining agreement ratified by the union in June and approved by City Council on June 13, 2019. There are no other changes to Part B of the pay plan.

Part C of the pay plan (management/non-represented) has no changes.

RECOMMENDATION:

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

ATTACHMENTS:

1. 2019-20 Classification Pay Plan Resolution
2. 2019-20 Classification Pay Plan

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE JULY 1, 2019 – June 30, 2020 CLASSIFICATION PAY PLAN

RECITALS:

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

The City of Central Point resolves as follows:

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

Passed by the Council and signed by me in authentication of its passage this _____ day of June, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: 2019-20 Classification Pay Plan Resolution (1151 : 2019-20 Classification Pay Plan)

Classification Pay Plan Effective July 1, 2019

Part A: General Service Bargaining Unit Positions (hourly) (monthly)			Schedule Effective 7/1/19						
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Grade 2-3			GS2-3						
100	Office Assistant		16.31	17.13	17.99	18.89	19.83	20.82	21.86
122	Utility Laborer		2,827	2,969	3,118	3,274	3,437	3,609	3,789
Grade 4			GS4						
101	Account Clerk: Finance/Public Works		17.79	18.68	19.61	20.59	21.62	22.70	23.84
102	Community Development Specialist		3,084	3,238	3,399	3,569	3,747	3,935	4,132
103	Parks Maintenance Worker								
104	Recreation Specialist								
105	Utility Worker								
Grade 5			GS5						
106	Assistant Engineering Technician		19.99	20.99	22.04	23.14	24.30	25.52	26.80
107	Customer Service Technician		3,465	3,638	3,820	4,011	4,212	4,423	4,645
108	Equipment Maintenance Technician								
109	Planning Technician								
110	Recreation Programs Coordinator								
111	Senior Utility Worker								
Grade 6			GS6						
112	Acctg/Business Services Coordinator		22.14	23.25	24.41	25.63	26.91	28.26	29.67
113	Parks Lead		3,838	4,030	4,231	4,443	4,664	4,898	5,143
114	Recreation Coordinator: Special Events/Mktg								
Grade 7			GS7						
115	Community Planner I		24.41	25.63	26.91	28.26	29.67	31.15	32.71
116	Foreman: Streets, Water		4,231	4,443	4,664	4,898	5,143	5,399	5,670
117	Park Planner								
Grade 8			GS8						
118	Community Planner II		27.31	28.68	30.11	31.62	33.20	34.86	36.60
119	Construction Management Coordinator		4,734	4,971	5,219	5,481	5,755	6,042	6,344
120	Environmental Services/GIS Coordinator								
121	Information Technology Specialist								
Grade 9			GS9						
	vacant		30.32	31.84	33.43	35.10	36.86	38.70	40.64
			5,255	5,519	5,795	6,084	6,389	6,708	7,044

Part B: Police Bargaining Unit Positions			Schedule Effective 7/1/19					
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110	3,372	3,541	3,718	3,904	4,099	4,304
201	Community Services Officer	P117	3,578	3,757	3,945	4,142	4,349	4,566
202	Police Officer	P145	4,586	4,815	5,056	5,309	5,574	5,853
203	Corporal	P150	5,072	5,326	5,592	5,872	6,166	6,474

Part C: Exempt, Non-Bargaining Unit, Management Positions Schedule effective 1/1/19					
Position#	Classification Title	Band	Minimum	—	Maximum
002	Human Resources Assistant (non-exempt)	C	15.38/hr		20.50/hr
500	Accountant/Finance Supervisor	I	5,382		7,227
501	City Recorder	I	5,382		7,227
502	Parks & Recreation Manager	I	5,382		7,227
503	Parks & Public Works Supervisor	I	5,382		7,227
507	Police Office Manager	I	5,382		7,227
504	Parks & Public Works Operations Mgr	II	6,458		8,354
505	Building Division Manager	II	6,458		8,354
506	Principal Planner	II	6,458		8,354
511-515	Department Director (CD, FIN, HR, IT, PPW)	III	6,817		9,584
508	Police Lieutenant (non-exempt)	P-I	5,945		7,944
509	Police Captain	P-II	7,124		9,174
510	Police Chief	P-III	8,252		10,507



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Public Works
FROM:	Matt Samitore, Parks and Public Works Director		
MEETING DATE:	June 13, 2019		
SUBJECT:	RVTD Bus Stop Shelter Location Change		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: RVTD is requesting to move their bus shelter that is currently located on the west side of North Second Street in front of the Ravasapour Orthodontics office to the south approximately 75 feet to be in front of the US Bank. The reason for the request is based upon complaints about site vision obstruction at Manzanita and N. 2nd Street when the bus is stopped. When stopped in its current location, the bus effectively blocks traffic on Manzanita from seeing the north-bound traffic on N. 2nd Street. RVTD has included drawings depicting the issue.

The move to the south will eliminate the site vision issue, but will cause the alley between US Bank and Human Bean to be blocked during loading/unloading times. The alley is the primary entry for US Bank.

FINANCIAL ANALYSIS: N/A

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Central Point Strategic Plan Transportation Goal 1- Ensure citizens can get where they want to be, when they want to be there, enjoy the trip, and eliminate the stress of travel.

Strategies:

- a) Provide easy access to transportation;
- b) Aggressively encourage connectivity throughout all new development
- c) Encourage retrofitted and expanded connectivity throughout existing development;
- d) Refine Transportation Systems Plan (TSP) to include new growth areas; City of Central Point Strategic Plan Page 14 of 23
- e) Designate and preserve "right of way" in growth areas, encourage early purchase of "right of way" easements;
- f) Develop policies and ordinances to encourage development of activity centers;
- g) Support individual transportation choices;

-
- h) Pursue grants and public private funding sources for developing healthy communities;
 - i) Implement recommended and locally acceptable street improvements and traffic controls in the Central Business District (includes Highway 99) to reduce driving speeds and make walking safer and more desirable.
-

STAFF RECOMMENDATION: Staff recommends the proposed change.

RECOMMENDED MOTION: I move to approve RVTD's request to modify the location of the bus stop shelter on North Second.

ATTACHMENTS:

1. 2nd and Manzanita Shelter Move



Rogue Valley Transportation District

From the Desk of Sean Eisma, Planning Technician

3200 Crater Lake Avenue • Medford, Oregon 97504-9075

Phone (541) 608-2421 • Fax (541) 773-2877

Visit our website at: www.rvtd.org

TO: Matt Samitore (City of Central Point)
FROM: Sean Eisma
DATE: May 29, 2019
RE: 2nd and Manzanita Stop Move (Stop 40280)

Hi Matt,

Rogue Valley Transportation has been notified by a local citizen of a stop on 2nd and Manzanita that is creating a blind spot for traffic and pedestrians.

On April 8th, a local resident of Central Point emailed asking if we can move the current shelter located south of Manzanita further south away from the intersection of 2nd and Manzanita. He noted that with the bus stopped loading and unloading passengers, traffic and pedestrians on Manzanita are unable to see the traffic traveling northbound on 2nd street (Figure 1). I investigated this and found it to be true.

RVTD would like to request permission to move the shelter south in front of US Bank located in Figure 2 below.

Thank you for all your help!

Sincerely,

Sean G Eisma

[Enclosure A1; Location/ Sketch]

Figure 1

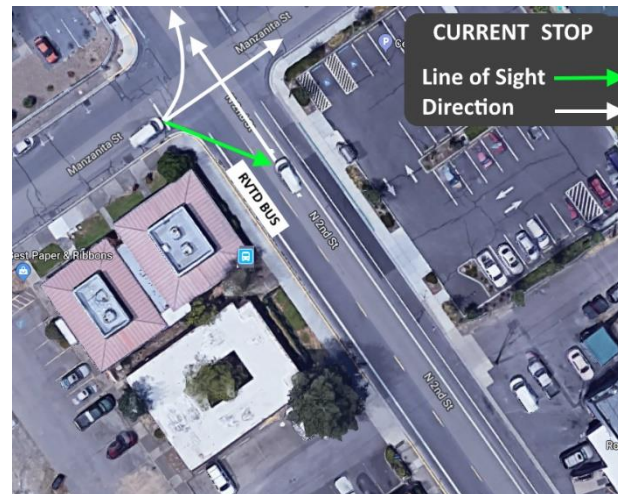


Figure 2

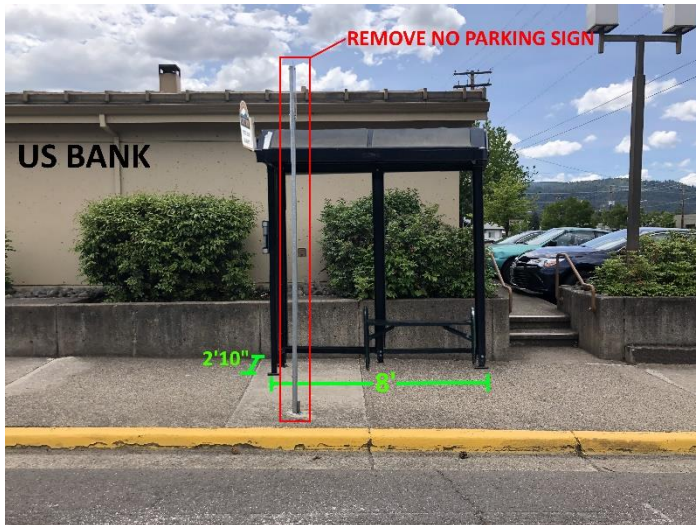


A1: STOP 40280 INSTALL INFORMATION

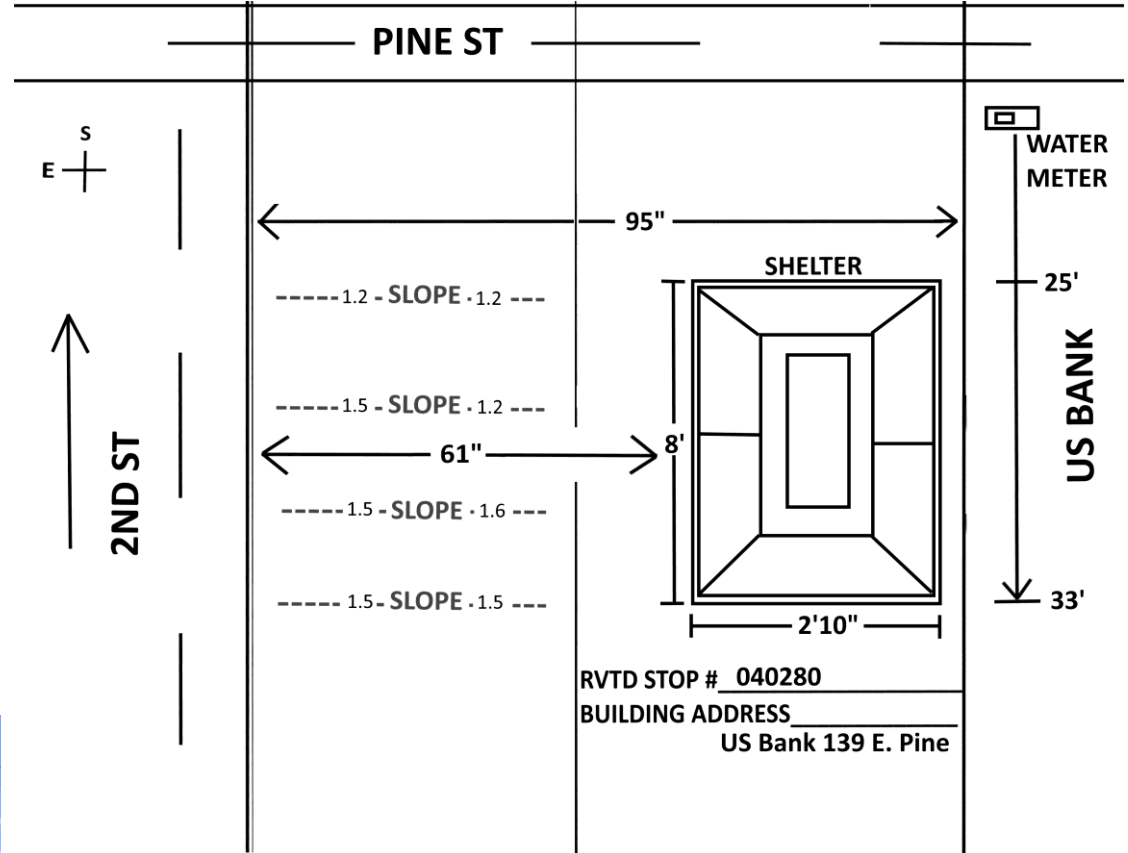
Location



Concept



Sketch



Attachment: 2nd and Manzanita Shelter Move (1152 : RVTD Bus Stop Modification)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Community Development
FROM:	Tom Humphrey, Community Development Director		
MEETING DATE:	June 13, 2019		
SUBJECT:	Planning Commission Report		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on June 4, 2019.

A. Public Hearing to consider a modification to a condition of approval for the Smith Crossing Site Plan and Architectural Review (File No. SPAR-17002). The condition addresses the timing of building permit issuance for buildings in Phase 2 of the 245-unit multifamily development relative to the completion of the Twin Creeks Rail Crossing. The applicants, Smith Crossing LLC, submitted a request to modify an approved condition two years after the City approved their site plan. The Commission considered and approved their request to allow the issuance of building permits for garages and four apartment buildings but not issue Certificates of Occupancy until the railroad crossing is complete and operational.

B. Public Hearing to consider the 2019 Employment Buildable Lands Inventory (BLI). In accordance with OAR 660-024-0050(1), the City maintains an Employment BLI to track the availability of buildable employment land in the UGB for a 20-year period (File No. CPA-19002). Planning staff explained that an update occurred in 2013 but that land use activity and new population forecasts have necessitated further revisions. The BLI is not a policy document but merely an inventory that is necessary to update the Economic Element of the Comprehensive Plan in order to add more employment land to the UGB. The new document was previously presented to the Commission in draft form and then scheduled for the public hearing. The document was duly advertised and no one spoke in favor of or opposed to the update. The proposal was supported by the Planning Commission with revisions recommended by planning staff. The Commission recommended approval to the City Council.

C. Public Hearing to consider an update of the Central Point Comprehensive Plan Economic Element based on a revised population forecast and new buildable lands information (File No. CPA-19003). Staff explained that there is also an interest in expanding the UGB to include land in the CP-3 Urban Reserve Area (URA) to accommodate business growth and job creation. The City Council supported a request to expand the UGB with a Resolution of Intent. The City Attorney's office revised and updated the Economic Element to coincide with new BLI information. The new document was presented to the Commission in

draft form and then scheduled for a public hearing. The document was duly advertised and no one spoke in favor of or opposed to the update. The proposal was supported by the Planning Commission with revisions recommended by planning staff. The Commission recommended approval to the City Council.