



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, August 22, 2019

Next Res(1595) Ord (2060)

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

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

- V. **CONSENT AGENDA**

- A. **Approval of August 8, 2019 City Council Minutes**
- B. Meeting Cancellation for September 26, 2019
- C. Street Closures for Made in Southern Oregon

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

- VII. **ORDINANCES, AND RESOLUTIONS**

- A. Resolution No. _____, Adding Workplace Safety Manager to the Classification Pay Plan (Simas)
- B. Resolution No. _____, Adopting the July 1, 2019 – June 30, 2020 Classification Pay Plan (Simas)
- C. Resolution No. _____, Approving First Amendment to Agreement for Option to Purchase for Real Property Known as Jackson County Assessor's Map 362W34 Tax Lots 200 & 300 and Authorizing City Manager to Effectuate Same (Dreyer)
- D. First Reading of Ordinance Amending in Part and Repealing in Part Central Point Municipal Code Chapter 2.40 to Adopt the League of Oregon Cities Model Public Contracting Rules (Dreyer)

- VIII. **BUSINESS**

- A. 4th of July Fun Run Donation (Samitore)

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

B. Visitors Center Quarterly Report (Clayton)

IX. MAYOR'S REPORT

X. CITY MANAGER'S REPORT

XI. COUNCIL REPORTS

XII. DEPARTMENT REPORTS

XIII. EXECUTIVE SESSION

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XIV. 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, August 8, 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	

Staff members present: City Manager Chris Clayton; Interim City Attorney Jacquelyn Bunick; Police Chief Kris Allison; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Community Development Director Tom Humphrey; and City Recorder Deanna Casey.

IV. PUBLIC COMMENTS - None

V. CONSENT AGENDA

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

A. Approval of July 11, 2019 City Council Minutes

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Resolution No. _____, A Resolution Accepting the Lowest Responsible Bidder for the Hazel and Third Street Paving Project and Authorizing the City Manager to Execute a Contract.

Parks and Public Works Director Matt Samitore stated that the City advertised for bids for the North Third Street Paving Project. The City only received one bid from Knife River Materials, Inc in the amount of \$344,898. This project is budgeted for in the 2019/2021 City Budget.

Minutes Acceptance: Minutes of Aug 8, 2019 7:00 PM (CONSENT AGENDA)

There was discussion regarding items 60 and 80 clarifying the need to cover any substantial failure of the current street.

Rob Hernandez moved to approve Resolution No. 1592, A Resolution Accepting the Lowest Responsible Bid from Knife River Materials for North Third Street Paving Project and Authorizing the City Manager to Execute a Contract.

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

B. Resolution No. _____, Approving a Conceptual Land Use and Transportation Plan for CP-2B, an Urban Area of the City of Central Point, Oregon

Community Development Director Tom Humphrey presented a staff report and power point presentation explaining the Regional Plan Element which includes a provision that prior to expansion of the urban growth boundary (UGB) it is necessary to adopt conceptual land use and transportation plans for the affected urban reserve. The city has received requests to add part of the URA, CP-2B to the city's UGB in order to offer additional land for housing.

He explained the different organizations that have been involved in the concept plan for CP-2B and the surrounding property owners that have expressed interest in being included in the UGB. Changes to the concept plan were made with the understanding that some people might be unhappy with the outcome and that it might seem that public input is being ignored. He reminded council members that the city is obligated to honor its commitment to the Regional Plan; the concept plan is a general guide; and the designations the city places on property in this plan do not change the County zoning or force county residents to come into the UGB.

In order to comply with the Regional Plan, the City must assign an urban land use designation to all of the land in the URA using categories and percentages to which the City and County agree. He explained the average residential density, open space size and characteristics. The Jackson County Active Transportation plan will be used to better define trails and bike paths once land is added to the UGB and planned for development.

Tonight the Council is being asked to pick which plan best suites the needs of the surrounding area and the city. The Planning Commission recommendation was options 3, 2, then 1. Mayor Williams asked if any citizens wished to comment. No one came forward.

Taneea Browning moved to approve Resolution No. 1593, A Resolution Approving Conceptual Land Use and Transportation Plan Option 3 for CP-2B, An Urban Area of the City of Central Point, Oregon.

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

C. Resolution No. _____, Authorizing the City Manager to Execute an Intergovernmental Agreement Between Central Point and Jackson County Related to Law Enforcement Services on Certain Roads

City Manager Chris Clayton explained that the City of Central Point currently include a number of roads that are under the jurisdictional authority of Jackson County. There are also county “islands” within in the city which at times can be confusing for emergency services. This can be confusing for property owners, city staff and county staff when determining who is responsible for road maintenance and law enforcement. In an effort to clarify these issues, the department directors from both agencies recently collaborated on the recommended IGA, which aims at clarifying responsibilities on certain transportation-related facilities.

Central Point will be assuming law enforcement jurisdiction for residential county roads and Jackson County will be retaining or assuming responsibility for some of the larger, more regional transportation facilities. He explained which areas are of concern, different roads in Central Point and the county islands. Both agencies are part of a mutual aid agreement, which means when an agency is unable to respond to a call for service, the other agency will provide assistance as necessary.

As these areas under the County jurisdiction are annexed into the city limits, many of the existing county roads will ultimately be transferred to the jurisdiction of the city. The regional transportation facilities will remain under the control of Jackson County unless another mutual agreement is reached between agencies.

It was clarified that this is only for instances on the roadways like traffic accidents. Property crimes would be covered by the jurisdiction where the property is located. The State Legislature has passed an incentive bill for annexations and the council may wish to revisit island annexations in the near future.

Kelley Johnson moved to approve Resolution No. 1594, A Resolution Authorizing the City Manager to Execute an Intergovernmental Agreement between Central Point and Jackson County Related to Law Enforcement Services on Certain Roads.

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

VIII. BUSINESS

A. Storm Water Quality Report

Parks and Public Works Director Matt Samitore explained that the City assumed

Minutes Acceptance: Minutes of Aug 8, 2019 7:00 PM (CONSENT AGENDA)

control from Rogue Valley Sewer Services (RVSS) for the stormwater quality program earlier this year. Staff members Mike Ono and Mike Blake prepared the attached report which is similar to the report produced by RVSS. The report details the actions and education that staff has completed during the past quarter. He explained some of the educational pieces staff has been able to do with local businesses.

RESULT: FOR DISCUSSION ONLY

B. Planning Commission Report

Community Development Director Tom Humphrey presented the Planning Commission Report for August 6, 2019:

- The Commission discussed the Conceptual Land Use and Transportation Plan for Urban Reserve Area CP-2B and provided a recommendation to City Council. Staff presented a completed version of the plan for review. The Commission considered three alternative land use plans which satisfied the density and land use percentages agreed to by the City. They ranked the alternatives in 3, 2, and 1 in order of preference and recommended approval by the City Council.
- The Commission discussed changes to CPMC 17.77 Accessory Dwelling Units (ADUs). The intent was to allow the construction of smaller independent units on SFD lots and to provide more economical housing in Central Point. This change was adopted in 2006 and has only been modestly used. The Senate and DLCD would like to see cities implement legislation to help with the housing crisis. The Commission made recommendations to staff and asked to have the item returned in September for further review.

IX. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended two Medford Water Commission meetings. They talked about the capital projects program that was neglected over the last few years. They will be playing catch up now and water rates are expected to increase. They also held the managers evaluation during their regular session.
- Attended the Central Point Chamber Greeters.
- Attended Oregonians in Action in Medford. They are a land use committee dealing with rural property.
- Attended the Oregon Mayors Conference last week. The City of Medford was the host city and they did a great job. Central Point hosted the Golf Tournament where the Central Point team won first place.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- JD Day was awarded the Bronze Star for his service up to and after his recovery. Because of his impressive recovery the Air Force is rethinking how wounded warriors will be evaluated for return to duty in the future. He has had an amazing recovery.

- We have received a letter asking the city to evaluate the Street Tree Code. Council can expect this item to come to a Study Session in September.
- On July 31st, the city hosted two training sessions from David Rabiner for our employees called “Being Part of a Winning Culture”.
- We have received a request to shut down portions of Pine Street for a film crew. We have a policy in place and the City Attorney is working with the organization on the details.
- We will have a special guest for the August Study Session to discuss the upcoming Census.
- There has been a concern with Avista regarding their lines around the proposed fire station on Scenic. Staff is working with both organizations to come to a satisfactory conclusion.
- The City Attorney will be holding a land use hearings training for the City Council, Planning Commission and Citizens Advisory Commission in the Fall.

XI. COUNCIL REPORTS

Council Member Brandon Thueson reported that he has been attending the Jail Committee meetings. They have been discussing the mental health issues and the ability to help with a new facility. They will continue to have monthly meeting through December. After that they will approach the jurisdictions again for support and hopefully go to a vote of the people next year.

Council Member Tanea Browning reported that:

- She attended the lunch at the Mayors Golf Tournament for the Oregon Mayors Association.
- She attended the Fire District No. 3 Board meeting.
- The next Greeters will be held at the Central Point Library.

Council Member Michael Parsons reported that:

- He attended the RVSS Lunch and Board Meeting.
- He attended the Parks and Rec Day at Twin Creeks. It was a great event created and hosted by Central Point Staff.
- He attended the Golf Tournament Lunch for the Mayor’s Conference.
- He attended the Planning Commission meeting.
- He wanted to thank the City for the new VIPS vehicle. The volunteers are very thankful for the new vehicle.

Council Member Neil Olsen stated that he attended the Parks and Rec day at Twin Creeks Park.

XII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that:

- He attended a Kick off meeting for the Airport Master Plan this morning. They hired a consultant to work on a new 10 year master plan.
- There will be an Oregon Transportation Commission meeting in the Rogue Valley next week.
- We held our first meeting for the Boot Camp attendees. There will be nine business owners attending the camp this year.

Police Chief Kris Allison reported that:

- School starts September 3rd for the Central Point School District. The Police Department is gearing up with patrols around the schools. They are excited for the Rail Crossing to help with the congestion at Mae Richardson.
- This Saturday is the D.A.R.E. Show and Shine and Cruise. There is a new route for the Cruise this year.
- There will be a Police Department open house September 2nd, this is a popular event with the community. We will be providing swag bags and open the department and patrol cars for viewing.
- The Explorer Post attended a Challenge Event in WA last week. They competed in different skill set tests. They took first place in Survival Skills.

Parks and Public Works Director Matt Samitore reported that:

- We received the Community Center Bid from Chris Brown at \$80,000 which is double the budgeted amount. We will set up the work in phases and limit the involvement he has with the community meetings. Council agrees to limit the involvement of Chris Brown to save money.
- The Signal Lights are up for the Rail Crossing and they are getting really close to completion. He will keep the Council informed of the official opening. Mayor Williams will drive the Developers of Twin Creeks, Noel and Brett Moore over the tracks for the official opening.
- We received a report on the Skyrman house that it is infested with ants. They have eaten a lot of the building structure making it unstable. We recommend that the building be demolished and something new constructed. There will be more discussion on this item as we work on alternatives.

XIII. EXECUTIVE SESSION ORS 192.660 (2)(f) Exempt Public Records

Brandon Thueson moved to adjourn to Executive Session under ORS 192.660(2)(f) Exempt Public Records. Kelley Johnson seconded and the meeting was adjourned to executive session at 8:31 p.m.

The executive session was adjourned at 8:46.

XIV. ADDITIONAL BUSINESS

No further action was taken in regular session.

XV. ADJOURNMENT

Mike Parsons moved to adjourn, Tanea Browning seconded. All said "aye" and the meeting was adjourned at 8:47 p.m.

The foregoing minutes of the August 8, 2019, Council meeting were approved by the City Council at its meeting of _____, 2019.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of Aug 8, 2019 7:00 PM (CONSENT AGENDA)



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:**
Clerk

FROM: Deanna Casey, City Recorder

MEETING DATE: August 22, 2019

SUBJECT: Meeting Cancellation for September 26, 2019

ACTION REQUIRED: **RECOMMENDATION:**
Consent Agenda Item

The Administrative Staff is recommending the cancellation of the September 26, 2019 City Council meeting. There will be no quorum that week because of attendance at the League of Oregon Cities Conference in Bend September 25th - 28th, 2019.

RECOMMENDED MOTION: Approval of the Consent Agenda.

ATTACHMENTS:

1. HPSC0001



City of Central Point Staff Report to Council

ISSUE SUMMARY

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

FROM: Elizabeth Simas, Human Resources Director

MEETING DATE: August 22, 2019

SUBJECT: Resolution No. _____, Adding Workplace Safety Manager to the Classification Pay Plan

ACTION REQUIRED:

RECOMMENDATION:

BACKGROUND/HISTORY: In 2010, the City re-hired the then retired Public Works Operations Manager as the part-time Safety Training Coordinator to ensure the continuity of the City's safety program. In 2015, the incumbent passed away; that position went unfilled and the duties were distributed to the Public Works Operations Manager, Human Resources Director, and the Police Department. Last July the Public Works Operations Manager left the organization and that position was not filled. With the distribution of the safety duties and the unfilled Public Works position, it has left a void that needs to be filled particularly in Public Works Department.

A safety program consists of management commitment and employee involvement, work-site analysis, hazard prevention and control, and safety and health training for employees and supervisors. The goal is to prevent workplace injuries and illnesses. This position will ensure we those components are fully being met.

During the budget approval process for FY 2019-21, the Public Works Department included money in contract services for the safety program, however at that time it was not determined how we would fill that need. After considering our options, it was determined that we need to reinstate the part-time safety dedicated position.

PROPOSAL: It is proposed that the Council approve a new part-time position titled "Workplace Safety Manager". The Workplace Safety (WS) Manager position would be a management-level position reporting to the Human Resources Director/Risk Manager. This would add an additional 0.5 FTE to the biennial budget.

FISCAL IMPACT: The proposed WS Manager position would be placed on the Classification Pay Plan at a new management level "D." The range for "D" is \$30 to \$40 per hour. This position would work less than 80 hours per month. For the biennial (two year) budget, approximately \$95,000-\$100,000 would be moved from contract services to personal services

from Public Works water, streets/storm, parks, administration, and other departments served by this position when a supplemental budget is done later in the fiscal year. Because this is a specialized part-time position it is uncertain if we will be able to find a qualified applicant that is willing to work part-time at the wage we are offering.

NEGATIVE IMPACTS: The negative impact of this addition is fiscal; it involves additional personnel costs and would add an additional 0.5 full-time equivalent (FTE) position to the biennial budget.

POSITIVE IMPACTS: **The City of Central Point is committed to providing safe and healthful workplace.** With the personnel changes in the City, we have a void to fill. Our employees are our biggest asset and we need to provide a comprehensive safety program to stay in compliance with regulations from federal and state government as well as provide a framework to help prevent our employees and the public from being injured. It is important for us to have someone solely dedicated to providing a safe workplace for our employees and to ensure we are staying compliant with the ever changing legal landscape. The addition this position provides a visible commitment the City has to our employees' safety.

RECOMMENDATION: Motion to approve Resolution _____, A Resolution adding a Workplace Safety Manager to the Classification Pay Plan

ATTACHMENTS: Job Description for Workplace Safety Manager

ATTACHMENTS:

1. Workplace Safety Manager Resolution
2. 003 ADM Workplace Safety Manager 2019

RESOLUTION NO. _____

A RESOLUTION ADDING THE WORKPLACE SAFETY MANAGER TO THE CLASSIFICATION PAY PLAN

RECITALS:

- 1. Chapter 2.48 of the Central Point Code authorizes and directs the City Council to adopt rules relating to personnel matters.
- 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 council to add the part-time Workplace Safety Manager to 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 August, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Workplace Safety Manager Resolution (1183 : Adding Workplace Safety Manager to the Classification Plan)



Job Title: 003 – WORKPLACE SAFETY MANAGER

Department: Administration

Payroll Status: Part-Time, Management.

Band: Band D of the management, non-represented scale

Purpose: The Workplace Safety Manager works under the general direction of the Human Resources Director/Risk Manager to perform a wide variety of complex, professional work in the areas relating to safety and risk management and training.

Supervision Received: Receives direction and oversight from Human Resources Director. Independence of action is required in the general performance of duties.

Supervision Exercised: Generally, none. On occasion, may oversee the work of employees or interns.

Duties and Responsibilities: This list is an *example* of the tasks the employee may be expected to perform, but is not intended to be all inclusive.

General Duties

- Develop and oversee a comprehensive safety program for City staff. Assess current program and determine strategies and framework to effectively deliver organizational safety training and draft or revise policies and procedures for approval and implementation. Evaluate training activities and make adjustments as necessary and appropriate.
- Develop and write training plans, manuals, and other procedural information.
- Evaluates work procedures and processes and ensures that safe work practices are being followed by employees.
- Oversees the Hearing Conservation testing program.
- Design and develop cost effective training programs and alternative strategies including online training delivery to meet identified training needs of the organization.
- Provides timely and accurate information regarding safety programs.
- Recommends programs and techniques to improve the effectiveness of the City workplace safety program.
- Arrange for and/or conduct workplace safety and other training as appropriate using appropriate training methods.
- Serves as a principal trainer for the Public Work Department and may include confined spaces, lock-out tag-out, work zone traffic control, flagging and other related training.
- Assist the Risk Manager with development, revision, and implementation of Risk Management policies and procedures.
- Serve as management representative on the City's Safety Committee.
- Investigate all reports of workplace injuries or near issues.
- Maintain OR-OSHA compliance records and documentation.
- Carry out duties in accordance with state and federal laws and regulations; City of Central Point policies, mission, and core values; and risk management "best practices."
- Contributes to an overall productive and respectful work environment by providing excellent customer service and working in a positive, collegial manner at all times.
- Demonstrates regular, reliable and punctual attendance.
- Ability to accept direction and constructive criticism from supervisors and managers.
- Follow all safety rules and procedures for work areas.
- Perform other responsibilities and other duties as assigned.

Job Qualification Requirements (Knowledge, Skills & Abilities):

KNOWLEDGE: Knowledge of principles and techniques of training; organizational safety issues; risk management; public entity liability; and applicable Federal, State and local laws, rules and regulations pertaining to safety in local government operations.

ABILITIES: Ability to identify safety issues, investigate workplace injuries, analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals to improve operation, procedures, policies, or methods; plan and administer a city-wide safety program; provide relevant and meaningful training; maintain cooperative and effective working relationships with City staff, vendors, and governing bodies; develop effective procedures and actions necessary to fulfill requirements of safety compliance regulations; read and comprehend complex rules and laws; and communicate effectively, both orally and in writing. As needed, ability to work early morning hours to provide training to public works staff.

SKILLS: Requires excellent communication and presentation skills; computer skills sufficient to proficiently use word processing, spreadsheet, and presentation applications. Skill in the operation of office machines including photocopiers, projectors, calculators, telephone, fax, etc.

Minimum Required:

A typical way to gain such knowledge and abilities would be a Bachelor’s degree in public administration, business, finance, management, human resources or related field and a minimum of five years of progressively responsible safety, safety training, policy writing, worker’s compensation, or supervisor experience particularly in the construction, manufacturing, or public agency setting.

Preferred /Special Qualifications:

Degree or certification in occupational health and safety, risk management, safety, or training is desirable.

Any equivalent combination of education and experience likely to provide the required knowledge and abilities would be qualifying.

Physical Demand: Manual dexterity and coordination are required for more than half of the daily work period (about 50%-60%) which is spent either sitting while operating office equipment such as computers, keyboards, telephones, and other standard office equipment or driving to meeting locations. While performing the duties of this position, the employee is frequently required to stand, walk, reach, bend, kneel, stoop, twist, crouch, crawl, climb, balance, see, talk, hear, smell and manipulate objects. The position requires a degree of mobility and moving materials weighing up to 5 lbs. frequently, up to 25 lbs. occasionally, and up to 50 pounds rarely. This position requires both verbal and written communication abilities.

Work Environment: While performing the duties of this position, the employee is primarily working indoors in an office environment. The office setting does not expose the employee to hazardous conditions. The noise level in the work environment is usually moderate and lighting is adequate. The field work (i.e. investigations and inspections) may include exposure to noise, nuisance, dust, noxious and toxic gases and vapors, inclement weather, traffic, and other related construction-type job hazards.

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

REQUIRED SIGNATURES:

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, physical demands of the position and the minimum education and experience required of the position.

City Manager

Date

Human Resources Director

Date

Date 8/22/19



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

ISSUE SUMMARY

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

FROM: Elizabeth Simas, Human Resources Director

MEETING DATE: August 22, 2019

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

ACTION REQUIRED: **RECOMMENDATION:**

BACKGROUND/HISTORY:

In December 2010 the council adopted a Management Compensation Plan (MCP). The plan specifies that to maintain a competitive compensation plan that minimum and maximum salary bands will increase based on the US City Average CPI-U July to July effective January of the next year. In most cases, a change to the minimum or maximum salary does not change a manager's salary. Pay changes for management employees are tied to performance and limited to the parameters set by the management compensation plan. At a minimum, management salary ranges are to be reviewed at least every three years which was done for 2017; the salaries will be reviewed in 2020.

For the past three years, the salary schedule range increases to the Management Compensation Plan have been limited to the CPI-U not to exceed 2.5%. The salary schedule increase for 2018 was 1.7%; 2019 2.5% (CPI-U was 2.9%); and 2020 is 1.8%. Next year the City will conduct a market salary survey to ensure the City management salaries remain competitive to the market.

The following changes are being proposed to the Classification Pay Plan:

- **Part A of the pay plan (General Service Bargaining Unit)** - No changes.
- **Part B of the pay plan (Police Bargaining Unit)** - No changes.
- **Part C of the pay plan (management/non-represented)**
 - Update the salary schedule 1.8% to the minimum and maximums of the scales effective January 1, 2020. The CPI-U for July 2018 - July 2019 was 1.8%.
 - Adding a part-time Workplace Safety Manager.
 - Increasing the Salary Band "C" for the Human Resources Assistant to be consistent with similarly situated administrative support staff in the other departments within the City.

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 June 13, 2019, and has an effective date of July 1, 2019.

RECOMMENDATION:

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

ATTACHMENTS: Classification Pay Plan

ATTACHMENTS:

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

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 August, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: 2019-20-2 Classification Pay Plan Resolution (1184 : July 1, 2019 – June 30, 2020 CLASSIFICATION PAY PLAN)

Classification Pay Plan Effective July 1, 2019 - June 30, 2020

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

Attachment: 2019-2 Pay Plan 2019-20 (1184 : July 1, 2019 – June 30, 2020 CLASSIFICATION PAY PLAN)

Part C: Exempt, Non-Bargaining Unit, Management Positions Schedule effective 1/1/19 - 12/31/19

Position#	Classification Title	Band	Minimum	—	Maximum
002	Human Resources Assistant (Part-time)	C	15.38	hourly	20.50
003	Workplace Safety Manager (Part-time)	D	30.00	hourly	40.00
500	Accountant/Finance Supervisor	I	5,382	Monthly	7,227
501	City Recorder	I	5,382	Monthly	7,227
502	Parks & Recreation Manager	I	5,382	Monthly	7,227
503	Parks & Public Works Supervisor	I	5,382	Monthly	7,227
507	Police Office Manager	I	5,382	Monthly	7,227
504	Parks & Public Works Operations Mgr	II	6,458	Monthly	8,354
505	Building Division Manager	II	6,458	Monthly	8,354
506	Principal Planner	II	6,458	Monthly	8,354
511-515	Department Director (CD, FIN, HR, IT, PPW)	III	6,817	Monthly	9,584
508	Police Lieutenant (non-exempt)	P-I	5,945	Monthly	7,944
509	Police Captain	P-II	7,124	Monthly	9,174
510	Police Chief	P-III	8,252	Monthly	10,507

Part C: Exempt, Non-Bargaining Unit, Management Positions Schedule effective 1/1/20 - 12/31/20

Position#	Classification Title	Band	Minimum	—	Maximum
002	Human Resources Assistant (Part-time)	C	17.79	Hourly	23.84
003	Workplace Safety Manager (Part-time)	D	30.54	Hourly	40.72
500	Accountant/Finance Supervisor	I	5,479	Monthly	7,357
501	City Recorder	I	5,479	Monthly	7,357
502	Parks & Recreation Manager	I	5,479	Monthly	7,357
503	Parks & Public Works Supervisor	I	5,479	Monthly	7,357
507	Police Office Manager	I	5,479	Monthly	7,357
504	Parks & Public Works Operations Mgr	II	6,574	Monthly	8,504
505	Building Division Manager	II	6,574	Monthly	8,504
506	Principal Planner	II	6,574	Monthly	8,504
511-515	Department Director (CD, FIN, HR, IT, PPW)	III	6,940	Monthly	9,757
508	Police Lieutenant (non-exempt)	P-I	6,052	Monthly	8,087
509	Police Captain	P-II	7,252	Monthly	9,339
510	Police Chief	P-III	8,401	Monthly	10,696

Approved _____ by Council, Resolution # _____

Approved _____ by Council, Resolution# _____



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	August 22, 2019		
SUBJECT:	Resolution No. _____, Approving First Amendment to Agreement for Option to Purchase for Real Property Known as Jackson County Assessor's Map 362W34 Tax Lots 200 & 300 and Authorizing City Manager to Effectuate Same		
ACTION REQUIRED:	Motion Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: The City acquired real property consisting of 47 acres commonly referred to as Map No. 36 2W 34, Tax Lots 200 and 300 located behind 5795 Upton Road (the "Property") in 1975 for a future sewer treatment facility. In 1982 the City transferred its sewers to Rogue Valley Sewer Services as part of a regional program. The City has leased the Property for farming purposes since its acquisition.

In 2017, per Resolution No. 1519, the City determined there was no public purpose in retaining ownership of the Property, declared the Property surplus, and directed the City to sell the Property. The City was unable to find a buyer to purchase the Property outright at that time. Instead, in 2018, the City approved an Agricultural Lease effective July 1, 2018, and an Option Agreement dated July 1, 2018 for the Property with Forest Stroud ("Stroud") per Resolution No. 1553. The Option Agreement provides that Stroud may exercise an option to purchase the Property on or after June 1, 2021 for a purchase price of \$416,000.00.

Recently Stroud approached City staff seeking an amendment to the Option Agreement to purchase the property at an earlier date, in consideration for an increase of the purchase price to \$495,000.00. The sale would close on or before September 28, 2019.

City staff analyzed the loss of lease revenue with an increase in the purchase price and presented a discussion item to Council in June in which staff found that the increase in the purchase price more than offset the loss of rental income and therefore recommended that it is in the City's best interest to approve an amendment to the Option Agreement and sell the property on or before September 28, 2019

FINANCIAL ANALYSIS:

1. The current lease agreement requires the lessee to pay \$10,500 quarterly for 3 years. Additionally, the lessee has the option to purchase the property at the end of the 3-year term

for a set amount of \$416,000. The current lease agreement began (retroactively) July 1, 2018, and concludes June 30, 2021.

2. Current Agreement: \$10,500 (paid quarterly) and compounded annually at 3.5% interest (LGIP account) for 3 year period = \$130,461.45. Assuming lessee selects option to purchase at \$416,000, the following would hold true. \$ 130,461.45 + 416,000 at 3.5% compounded annually (remaining 2-years) = **\$585,383.17 over the entire 5-year period.**
3. The lessee has requested the city consider amending the existing agreement and selling the property immediately for \$495,000. Thus far (12 months), the lessee has paid a total of \$42,000 in lease payments. If the council approved the requested \$495,000 sale price/offer. \$42,000 + \$495,000 at 3.5% compounded annually over the next four years = **\$616,219.85 over the entire 5-year period.**

LEGAL ANALYSIS: None.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Not Applicable.

STAFF RECOMMENDATION: Approve Amended Option Agreement.

RECOMMENDED MOTION: I move to approve Resolution No. _____ a resolution approving the first amendment to agreement for option to purchase real property known as Jackson County Assessor's Map No. 36 2W 34, Tax Lots 200 and 300 and authorizing City Manager to effectuate same.

ATTACHMENTS:

1. RESO Approving Amended Option Agt - Stroud
2. Amendment to Option Agreement - Stroud

RESOLUTION NO. _____

A RESOLUTION APPROVING FIRST AMENDMENT TO AGREEMENT FOR
OPTION TO PURCHASE FOR REAL PROPERTY KNOWN AS JACKSON COUNTY
ASSESSOR'S MAP NO. 36 2W 34 TAX LOTS 200 and 300 AND AUTHORIZING
CITY MANAGER TO EFFECTUATE SAME

RECITALS:

- A. City acquired real property consisting of 47 acres commonly referred to as Map No. 36 2W 34, Tax Lots 200 and 300 located behind 5795 Upton Road (the "Property") in 1975 for a future sewer treatment facility.
- B. In 1982 the City transferred its sewers to Rogue Valley Sewer Services as part of a regional program.
- C. The City has leased the Property for farming purposes since its acquisition.
- D. In 2017, per Resolution No. 1519, the City determined there was no public purpose in retaining ownership of the Property and declared the Property surplus and directed the City to sell the Property
- E. In 2018, the City approved an Agricultural Lease with an effective date of July 1, 2018, and an Agreement for Option to Purchase dated July 1, 2018 for the Property with Forest Stroud ("Stroud") (the "Option Agreement") per Resolution No. 1553. The Option Agreement provides that Stroud may exercise an option to purchase the Property on or after June 1, 2021 with a purchase price of \$416,000.00.
- F. Stroud has proposed an amendment to the Option Agreement to purchase the property at an earlier date, in consideration for an increase of the purchase price to \$495,000.00. The sale would close on or before September 28, 2019.
- G. City staff has analyzed the loss of lease revenue with an increase in the purchase price and recommends that it is in the City's best interest to approve an amendment to the Option Agreement and sell the property on or before September 28, 2019 in accordance with the goals established by the 2007 City of Central Point strategic plan.

The City of Central Point resolves:

Section 1. The attached First Amendment to Agreement for Option to Purchase providing for the sale of approximately 47 acres commonly referred to as Map No. 36 2W 34, Tax Lots 200 and 300 located behind 5795 Upton Road on or before September 28, 2019 is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the Amended Option Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to close on the sale of the Property.

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

Mayor Hank Williams

ATTEST:

City Recorder

**FIRST AMENDMENT TO
AGREEMENT FOR OPTION TO PURCHASE**

THIS AMENDMENT is made this ___ day of August 2019, being deemed by the undersigned as a part of that certain *Agreement for Option to Purchase* dated July 1, 2018, by and between **City of Central Point, Oregon** as “Owner”, and **Forest Stroud**, as “Optionee” (“the Option Agreement”).

RECITALS

- A.** The parties desire to amend the Option Agreement as set forth herein.
- B.** Optionee is currently in compliance with all obligations imposed on Optionee pursuant to that certain Agricultural Lease between the parties dated July 1, 2018 (“the Lease”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the Option Agreement, the parties hereto agree as follows:

1. Recitals. The parties acknowledge and agree that the above stated Recitals are incorporated herein and deemed a material part of this Amendment.

2. Option Agreement Amendment. The parties agree that the Option Agreement shall be amended as follows:

2.1 Special Option Exercise Right. Optionee has the right to exercise the Option as of the date of this Amendment for a Purchase Price of \$495,000.00. The parties acknowledge and agree that Optionee’s execution of this Amendment shall constitute the Exercise Notice pursuant to the Option Agreement for the amended Purchase Price of \$495,000.00.

2.2 Closing Date. Closing shall occur on or before September 28, 2019, at the offices of the Escrow Agent.

2.3 Rent Credit. At Closing, Optionee shall receive a rent credit in the amount of **Three Thousand Five Hundred and No/100 Dollars (\$3,500.00)**, which shall be applied towards the amended Purchase Price of \$495,000.00. Upon Closing, the Lease shall terminate without notice and shall have no further force or effect.

3. Miscellaneous Provisions.

3.1 Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. For the purposes of this Amendment, a facsimile or electronic copy of a signature shall be deemed effective as an original signature.

3.2 Interpretation. Each party intends that this Amendment in all respects shall be deemed and construed to be equally and mutually prepared by all parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any party.

3.3 Conflicting Provisions. In the event the terms and conditions set forth in this Amendment modify or conflict with the terms and conditions of the Option Agreement, the terms and conditions of this Amendment shall control and govern the rights and obligations of the undersigned parties. All other terms and conditions of the Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

OWNER:

CITY OF CENTRAL POINT:

Date: _____, 2019

By: Christopher Clayton
Its: City Manager

OPTIONEE:

Date: _____, 2019

Forest Stroud

Attachment: Amendment to Option Agreement - Stroud (1185 : Resolution Approving Amended Option Agreement (362W34 Tax Lots 200 &

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION: Move to approve the ordinance and forward to a second reading.

RECOMMENDED MOTION: I move to approve the first reading of Ordinance No. ____ an ordinance amending in part and repealing in part Central Point Municipal Code Chapter 2.40 to adopt the League of Oregon Cities' Model Public Contracting Rules and forward the ordinance to a second reading.

ATTACHMENTS:

1. Memorandum on Public Contracting Rules
2. ORD Adopting LOC Public Contracting Rules

**JARVIS,
DREYER,
GLATTE &
LARSEN, LLP**

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July 1, 2019

Via Email Only

Chris Clayton
City Manager
City of Central Point
Chris.Clayton@centralpointoregon.gov

RE: Model Rules for Public Contracting

Dear Mr. Clayton,

Sydnee asked me to review model rules for public contracting in anticipation of the City adopting a new set of rules. I analyzed both the model rules created by the Oregon Attorney General and by the League of Oregon Cities. Because of its readability and flexibility, I recommend that the City adopt the League of Oregon Cities' Model Policy for Public Contracting & Purchasing.

Currently, the City's municipal code says that the City must use the Attorney General's model rules. CPMC 2.40.040. Those rules were first drafted in 2004 and the League's model rules were drafted in 2017. While the Attorney General's rules are highly technical and legalistic, the League's model rules are easy to read and understand. The Attorney General's rules contain several sections that do not apply to local government, they often only cite to the relevant state code provision without explanation, and they are generally difficult to understand.

In contrast, the League's model rules are clear and much easier to follow. They are divided into ten parts: 1) introduction; 2) definitions; 3) authority of the City Council and City Manager; 4) preference to local suppliers and recycled materials; 5) procedure for public notice and contracting proposals; 6) source selection for non-professional services; 7) personal service contracts; 8) special source selection methods; 9) liquidating surplus property; and 10) a procedure for protests and appeals.

The League's model rules provide for the following contracting procedures based on the value of the contract, good, or service needed:

<i>Contract Size</i>	<i>Value of Contract</i>	<i>Procedure to Award Contract</i>
Small	\$0 - \$7,500	City Manager's discretion
	\$7,500 - \$10,000	Verbal or written solicitations
Intermediate	\$10,000 - \$150,000	Informal written solicitation
Large	> \$150,000	Competitive sealed bidding/proposals

Chris Clayton
July 1, 2019
Page 2

The League's model rules make the City Council the local contract review board with the power to authorize or amend all contracts. It also vests the City Manager with the power to award contracts and make purchases of goods and services that are less than \$100,000 in value, as well as to delegate that authority to certain other city officials.

The rules provide a lot of flexibility when entering into contracts. For example, the City Manager may classify certain contracts as personal services, such as those requiring specialized skills or knowledge. The City Manager has the discretion to award a personal service contract to a specialized party or to request that potential candidates explain their qualifications. The procedure for awarding these types of contracts is like that above, although the City Manager is vested with even more discretion on what procedure to follow. Only if a potential contract is valued at \$125,000 or more would the City be required to engage in a formal competitive bid process.

The City Council has the power to create special processes or exempt from competition specific contracts or types of contracts. The City Manager can award contracts to parties who are the only existing source of a specific good or service after making specific findings. The City Manager also has the discretion to award specific classes of contracts in any manner he deems fit, such as copyrighted materials, sponsorship agreements, renewing contracts, equipment repair, utilities, etc. The City Manager also has the power to enter into emergency contracts on behalf of the City.

The Attorney General's rules have some similar provisions, but they are less clearly written and would be much more cumbersome to implement.

Please let me know if you have any questions.

Yours truly,
JARVIS, DREYER, GLATTE & LARSEN, LLP

s/ Garrett West
GARRETT K. WEST

GKW:jas
Enclosure/Attachment: League of Oregon Cities Model Policy for Public Contracting & Purchasing

ORDINANCE NO. _____

**AN ORDINANCE AMENDING IN PART AND REPEALING IN PART CENTRAL POINT
MUNICIPAL CODE CHAPTER 2.40 TO ADOPT THE LEAGUE OF OREGON CITIES
MODEL PUBLIC CONTRACTING RULES**

RECITALS:

- A.** Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B.** Staff and the city attorney reviewed the Attorney General's model rules, currently used by the City, and compared them with the League of Oregon Cities (LOC) model rules and determined that amendment of Chapter 2.40 to adopt the LOC model rules would simplify administration of contracts and provide the City increased flexibility in entering into contracts.
- C.** The amendment is intended to adopt the LOC Model Public Contracting Rules as being in the public interest.
- D.** Words ~~lined through~~ are to be deleted and words **in bold** are added.

THE PEOPLE OF THE CITY OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.40, Public Contracting Rules is hereby amended in part and repealed in part as set forth below and incorporated herein by reference.

2.40.010 Public contracts--City of Central Point policy.

- A. Short Title.** The provisions of this chapter and all rules adopted under this chapter may be cited as the city of Central Point's public contracting rules.
- B. Purpose of Public Contracting Rules.** It is the policy of the city of Central Point in adopting the public contracting rules to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
1. Promoting impartial and open competition;
 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 3. Taking full advantage of evolving procurement methods that suit the contracting needs of the city of Central Point as they emerge within various industries.

C. Interpretation of Public Contracting Rules. ~~In furtherance of the purpose of the objectives set forth in subsection B of this section, it is the city of Central Point's intent that the city of Central Point public contracting rules be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.~~ **Except as specifically provided in these public contracting rules, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the "Public Contracting Code") and the Attorney General's Model Public Contract Rules ("Model Rules"), as they now exist.**

1. In furtherance of the purposes of the objective set forth above in subsection B, it is the city's intent that these public contracting rules be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.
2. The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with these public contracting rules and the rules and regulations adopted by the city.
3. In the event of a conflict between any provisions of these public contracting rules and the Model Rules, the provisions of these public contracting rules shall prevail.

D. **Specific Provisions' Precedence over General Provisions.** In the event of a conflict between the provisions of these public contracting rules, the more specific provision shall take precedence over the more general provision.

E. **Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

2.40.015 Definitions.

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

- A. **Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
- B. **Affected person/offoror.** A person whose ability to participate in a procurement is adversely impaired by a city decision.
- C. **Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model.
- D. **Award.** The decision to enter into a contract or purchase order with a specific offeror.

- E. Bid.** A response to an invitation to bid.
- F. Bidder.** A person who submits a bid in response to an invitation to bid.
- G. Business with which a city employee is associated.** Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
- H. City.** The city of Central Point, a municipal corporation and a contracting and purchasing agency.
- I. City manager.** The person appointed by the city council to the position of city manager.
- J. Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.
- K. Contract.** See Public Contract.
- L. Contractor.** The person who enters into a contract with the city.
- M. Contract price.** As the context requires:
1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 2. The maximum not-to-exceed payment specified in the contract; or
 3. The unit prices set forth in the contract.
- N. Contracting agency.** A public body authorized by law to conduct a procurement.
- O. Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.
- P. Days.** Calendar days.
- Q. Emergency.** Involves circumstances that:
1. Could not have been reasonably foreseen;
 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- R. Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
1. Operational, budget and financial data;
 2. Public benefits;
 3. Value engineering;

4. Specialized expertise;
 5. Market conditions;
 6. Technical complexity; and
 7. Funding sources.
- S. Goods and/or services.** Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- T. Grant.** An agreement under which:
1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- U. Immediate family member.** An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- V. Offer.** A bid, proposal, quote or other response to a solicitation document.
- W. Offeror.** A person who submits an offer.
- X. Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- Y. Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- Z. Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.

AA. Person. An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.

BB. Personal services. Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.

1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
 - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;
 - c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
 - d. Contracts for services that are specialized, creative or research-oriented; and/or
 - e. Contracts for services as a consultant.

CC. Price agreement. A contract for the procurement of goods or services at a set price which has:

1. No guarantee of a minimum or maximum purchase; or
2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

DD. Procurement. The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

EE. Professional services. Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

- FF. Proposal.** A response to a request for proposals.
- GG. Proposer.** A person that submits a proposal in response to a request for proposals.
- HH. Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.
- II. Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- JJ. Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- KK. Public improvement.** A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
- LL. Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- MM. Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- NN. Related services.** Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:
1. Landscape architectural services;
 2. Facilities planning services;
 3. Energy planning services;
 4. Space planning services;
 5. Environmental impact studies;
 6. Hazardous substances or hazardous waste or toxic substances testing services;
 7. Wetland delineation studies;
 8. Wetland mitigation services;

9. Native American studies;
 10. Historical research services;
 11. Endangered species studies;
 12. Rare plant studies;
 13. Biological services;
 14. Archaeological services;
 15. Cost estimating services;
 16. Appraising services;
 17. Material testing services;
 18. Mechanical system balancing services;
 19. Commissioning services;
 20. Project management services;
 21. Construction management services and owner's representatives service; and/or
 22. Land use planning services.
- OO. Request for proposals.** A solicitation document used for soliciting proposals.
- PP. Request for qualifications.** A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.
- QQ. Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- RR. Scope.** The range and attributes of the goods or services described in a procurement document.
- SS. Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- TT. Solicitation.** As the context requires:
1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
 2. The process of notifying prospective offerors of a request for offers; and/or
 3. The solicitation document.

UU. Work. The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

VV. Written or in writing. Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

2.40.20 Application of public contracting rules.

A. In accordance with ORS ~~279A.025~~, the city of Central Point's public contracting rules do not apply to the classes of contracts listed in that section. Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the city.

B. Inapplicability of public contracting rules. These public contracting rules do not apply to the following:

1. Contracts or agreements to which the Public Contracting Code does not apply;
2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;
3. Grants;
4. Acquisitions or disposals of real property or interests in real property;
5. Procurements from an Oregon Corrections Enterprise program;
6. Contracts, agreements or other documents entered into, issued or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - b. The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the city as authorized by law; or
 - d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.
7. Contracts for employee benefit plans;

8. **Contracts with newspapers and other publications for the placement of advertisements or public notices;**
9. **Contracts for items where the price is regulated and available from a single source or limited number of sources;**
10. **Insurance contracts;**
11. **Revenue-generating agreements;**
12. **Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these public contracting rules, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these public contracting rules.**

2.40.030 Public contracts--Regulation by city council.

Except as expressly delegated under these regulations, the city council reserves to itself the exercise of all of the duties and authority of a contract review board ~~and a contracting agency under state law,~~ **and has all rights, powers and authority necessary to carry out the provisions of these public contracting rules, the Public Contracting Code, and /or the Model Rules.** ~~including, but not limited to, the power and authority to:~~

~~A. Solicitation Methods Applicable to Contracts. Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;~~

~~B. Brand Name Specifications. Exempt the use of brand name specifications for public improvement contracts;~~

~~C. Waiver of Performance and Payment Bonds. Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies;~~

~~D. Electronic Advertisement of Public Contracts. Authorize the use of electronic advertisements for public contracts in lieu of publication in a newspaper of general circulation;~~

~~E. Appeals of Debarment and Prequalification Decisions. Hear properly filed appeals of the purchasing agent's determination of debarment, or concerning prequalification;~~

~~F. Rulemaking. Adopt contracting rules under ORS [279A.065](#) and [279A.070](#) including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements; and~~

~~G. Award. Award all contracts that exceed the authority of the purchasing agent.~~

~~2.40.040 Public contracts--Model rules.~~

~~The model rules adopted by the attorney general under ORS [279A.065](#) (Model Rules) are adopted as the public contracting rules for the city of Central Point, to the extent that the model rules do not conflict with the provisions of this chapter or any public contracting rules adopted by resolution of the council. (Ord. 1963 §2, 2012; Ord. 1872 (part), 2006).~~

~~2.40.050 Public contracts--Authority of purchasing agent.~~

~~A. General Authority. The city manager shall be the purchasing agent for the city of Central Point and is hereby authorized to issue all solicitations and to award all city of Central Point contracts for which the contract price does not exceed one hundred fifty thousand dollars. Subject to the provisions of this chapter, the purchasing agent may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the city of Central Point's contracting needs. The purchasing agent shall hear all solicitation and award protests.~~

~~B. Delegation of Purchasing Agent's Authority. Any of the responsibilities or authorities of the purchasing agent under this chapter may be delegated and subdelegated by written directive.~~

~~C. Mandatory Review of Rules. Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its model rules, the purchasing agent shall review the public contracting rules, other than the model rules, and recommend to the city council any modifications required to ensure compliance with statutory changes.~~

A. For contracts and purchases covered by these public contracting rules, the city manager is authorized to:

- 1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is \$150,000 or less and the proposed expenditure is included in the current fiscal year budget.**

2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
3. As the purchasing agent for the city, the city manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.
 - b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
 - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is \$150,000 or less and the proposed expenditures are included in the current fiscal year budget.
 - d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
 - e. Purchases of any goods or services in excess of \$7,500 from city employees require authorization of the city manager.
 - f. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:
 - a. Public Works director;
 - b. Finance director; and
 - c. Mayor.
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
 - a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and

- ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
- b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the public contracting rules.

2.40.060 Authority

- A. **Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms in accordance with these public contracting rules, other adopted ordinances, state and federal laws, policies and procedures.
- B. **Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the city.
 - 1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 - 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.
- C. **Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:
 - 1. The contract or purchase is expressly authorized and approved by the city council; or
 - 2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

2.40.070 Preferences

- A. **Discretionary Local Preference.** If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.
 - 1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
 - 2. The city manager may establish a preference percentage of ten percent (10%) or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.

3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

B. Mandatory Tie Breaker Preference. If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.

C. Reciprocal Preference. Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.

D. Preference for Recycled Materials and Supplies. Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

2.40.080 General Provisions.

A. Public Notice. Unless otherwise specifically provided by these public contracting rules, any notice required to be published by these public contracting rules may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.

B. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by these public contracting rules, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email if authorized by the city manager.

1. A good faith effort shall be made to contact at least three (3) potential providers.

2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

C. Procedure for Informal Written Solicitation. Where allowed by these public contracting rules, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals, and include:

a. The date, time and place that price quotes or proposals are due;

b. A description or quantity of the good or service required;

c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

d. Any required contract terms or conditions; and

- e. Any required bid form or proposed format.
- 2. Price quotes or proposals shall be received by the city manager at the date, time and place established in the solicitation document.
 - a. The city manager shall keep a written record of the sources of the quotes or proposals.
 - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the city manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

D. Procurement Methods for Professional Services and Public Improvements. The city shall apply the Public Contracting Code and the Model Rules when procuring professional services and public improvements and processing protests thereof.

E. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:

- 1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
- 2. A description of steps being taken to prevent similar occurrences in the future;
- 3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
- 4. A proposed form of contract.

2.40.090 Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

A. Small Procurements. Contracts for or purchases of goods or services with a contract price of \$10,000 or less are small procurements.

- 1. Purchases less than \$7,500. The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$7,500.
- 2. Purchases between \$7,500 and \$10,000. The city manager may use competitive verbal quotes or proposals and informal written solicitations for small procurements of goods or services with a contract price between \$7,500 and \$10,000.
- 3. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written

proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.

4. **Award.** If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.

5. **Amendments.** Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.

6. **Public notice.** No public notice of small procurements is required.

B. Intermediate Procurements. Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$150,000 are intermediate procurements.

1. **Intermediate procurements shall be by informal written solicitation.**

2. **Negotiations.** The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.

3. **Award.** If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.

4. **Amendments.** Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.

5. **Public notice.** Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

C. Large Procurements. Contracts for goods or services with a contract price greater than \$150,000 are large procurements.

1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.

2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the Model Rules.

3. The city shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

2.40.100 Personal Services Contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:

1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.
4. A service shall not be classified as personal services for the purposes of these public contracting rules if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

B. Requests for Qualifications. At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and

- f. Any other information necessary to evaluate the contractor's qualifications.
3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.
- C. **Direct Negotiations.** Personal services may be procured through direct negotiations if:
1. The contract price does not exceed \$75,000 and the work is within a budgetary appropriation or approved by the city council; or
 2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or
 3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
 4. **Amendments.** Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
 5. **Public Notice.** No public notice of personal services contracts procured by direct negotiations is required.
- D. **Informal Written Solicitations.** An informal written solicitation process may be used for personal services when the contract price is less than \$125,000.
1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the city manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.
 2. The solicitation document shall include:
 - a. The date, time and place that proposals are due;

- b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
- a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. **Amendments.** Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
6. **Public Notice.** No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.
- E. **Requests for Proposals.** A request for proposals shall be used to procure personal services when the contract price is \$125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.
- 1. **Request for Proposal.** The request for proposal shall include:

- a. **Notice of any pre-offer conference, including:**
 - i. **The time, date and location;**
 - ii. **Whether attendance at the pre-offer conference is mandatory or voluntary; and**
 - iii. **A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.**
- b. **The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;**
- c. **The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;**
- d. **A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;**
- e. **A statement that the city may cancel the procurement or reject any or all proposals;**
- f. **The date, time and place of opening;**
- g. **The office where the request for proposals may be reviewed;**
- h. **A description of the personal services to be procured;**
- i. **The evaluation criteria;**
- j. **The anticipated schedule, deadlines, evaluation process and protest process;**
- k. **The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;**
- l. **A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;**
- m. **If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;**
- n. **If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;**

- o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
2. **Public Notice.** The city manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
3. **Amendments.** Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

2.40.110 Alternative Source Selection Methods for Goods or Services & Personal Services.

A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

- 1. **Determination of Sole Source.** Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:
 - a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.

2. **Negotiations.** To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.

3. **Notice.** The city manager shall post notice of any determination that the sole source selection method will be used on the city's website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

B. Special Procurements. In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

1. **Basis for Approval.** The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:

- a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
- b. The estimated contract price or cost of the project, if relevant;
- c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
- d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
- e. A description of the proposed alternative contracting methods to be employed; and
- f. The estimated date by which it would be necessary to let the contract(s).

2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

3. **Hearing.** The city shall approve the special solicitation or exemption after a public hearing before the city council.

- a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.

- b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.

C. Contracts. Subject to award at the city manager's discretion. The following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.

1. **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the public contracting rules.
2. **Copyrighted Materials; Library Materials.** Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
3. **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
4. **Government-Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
5. **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
6. **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by the city for resale to consumers.
7. **Sponsorship Agreements.** Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
8. **Structures.** Contracts for the disposal of structures located on city-owned property.
9. **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
10. **Temporary Extensions or Renewals.** Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
11. **Temporary Use of City-Owned Property.** The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;

- b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
- c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.

12. **Used Property.** The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.

- a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
- b. The city manager shall record the findings that support the purchase.

13. **Utilities.** Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

14. **Conference/Meeting Room Contracts.** Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.

D. Emergency Procurements. When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.

2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.

E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

2.40.120 Surplus Property.

A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.

1. **Governments.** Without competition, by transfer or sale to another government department or public agency.

2. **Auction.** By publicly advertised auction to the highest bidder.
 3. **Bids.** By publicly advertised invitation to bid.
 4. **Liquidation Sale.** By liquidation sale using a commercially recognized third-party liquidator selected in accordance with these public contracting rules for the award of personal services contracts.
 5. **Fixed Price Sale.** The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 6. **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 7. **Donation.** By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- B. Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. Personal-Use Items.** An item (or indivisible set) of specialized and personal use with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. Restriction on Sale to City Employees.** City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.
- E. Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.
- 2.40.130 Protest and Appeal Procedures.**
- A. **Appeal of Debarment or Prequalification Decision.**
 1. **Right to Hearing.** Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
 2. **Filing of Appeal.** The person shall file a written notice of appeal with the city manager within five (5) business days after the prospective

contractor's receipt of notice of the determination of debarment or denial of prequalification.

3. **Notification of City Council.** Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.
 4. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;
 - b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and
 - c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
 5. **Decision.** The city council shall set forth in writing the reasons for the decision.
 6. **Costs.** The city council may allocate its costs for the hearing between the appellant and the city.
 - a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.
 - b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.
 - c. **Judicial Review.** The decision of the city council may be reviewed only upon a petition in the circuit court of {County} filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.
- B. Protests and Judicial Review of Special Procurements.** An affected person may protest the request for approval of a special procurement as provided in this section.
1. **Delivery; Late Protests.** An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.

- b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 - 2. **Content of Protest.** The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
 - 3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
 - 4. **City Response.** The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 - 5. **Judicial Review.** An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- C. Protests and Judicial Review of Sole-Source Procurements.** An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
- 1. **Delivery; Late Protests.** An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

2. **Content of Protest.** The written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
 3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. **City Manager Response.** The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. **Judicial Review.** An affected person may not seek judicial review of an election not to make a sole-source procurement.
 - a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- D. Protests and Judicial Review of Personal Services Procurements.** An affected person may protest the procurement of a personal services contract as provided in this section.
1. **Delivery.** Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
 2. **Contents of Protest.** The written protest shall:

- a. **Specify all legal or factual grounds for the protest as follows:**
- i. **A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of these public contracting rules or applicable law. The protest shall identify the specific provision of these public contracting rules or applicable law that was violated.**
 - ii. **A person may protest award or intent to award for the reason that:**
 1. **All proposals ranked higher than the affected persons are nonresponsive;**
 2. **The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;**
 3. **The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or**
 4. **The evaluation of proposals or the subsequent determination of award is otherwise in violation of these public contracting rules or applicable law.**
 - iii. **The protest shall identify the specific provision of these public contracting rules or applicable law that was violated by the city's evaluation or award;**
- b. **Include evidence or supporting documentation that supports the grounds on which the protest is based;**
- c. **A description of the resulting harm to the affected person; and**
- d. **The relief requested.**
3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. **City Manager Response.** The city manager shall issue a written disposition of the protest in a timely manner.
- a. **If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.**
 - b. **If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.**
5. **Judicial Review.** Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. Protests of Cooperative Procurements.** Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed

with the city only if the city is the administering agency and under the applicable procedure described herein.

SECTION 2. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 3. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ____ day of August 2019.

Mayor Hank Williams

ATTEST:

City Recorder



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:	August 22, 2019		
SUBJECT:	4th of July Fun Run Donation		
ACTION REQUIRED:	Motion	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: Over the past few years, the City has donated the profits from the 4th of July Fun Runs to the local youth groups who help make the event happen.

The profits for the Run4Freedom run was \$2,441. Recreation staff is recommending that Crater Football and Crater Cross Country receive \$1,000 each as they each brought over 15 volunteers. Staff is suggesting rounding up to \$500 for the Crater Cheerleaders as they helped hand out water and medals to the run participants.

The volunteers are an essential part of the runs and would not be able to be completed safely and efficiently without their assistance.

FINANCIAL ANALYSIS: The revenue was brought in as miscellaneous revenue and was planned and budgeted for the donation.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: 2- Build City pride and positive image.

Strategies:

- a) Create a brand and launch awareness campaign, articulate vision and mission, define values;
- b) Recognize the successes of Businesses, Citizens, and Government publicly;
- c) Communicate and celebrate events, honor our past and take pride in the future;
- d) Promote “healthy neighborhoods” by encouraging socioeconomic diversity. Design with health and safety in mind (i.e., Crime Prevention through Environmental Design) when making infrastructure improvements (including parks and schools);
- e) Review current codes in use for development and improvement. Revise as necessary to create “healthy neighborhoods.” Enforce codes in older established neighborhoods.

STAFF RECOMMENDATION: Approve the donation request.

RECOMMENDED MOTION: I move to approve the donations from the Run4Freedom in the amounts of \$1,000 each to Crater Cross Country and Crater Football and \$500 to the Crater Cheerleaders for the assistance during the 2019 events.



Chris Clayton
 City of Central Point
 140 S 3rd Street
 Central Point OR, 97502

August, 6th 2019

Re: 2nd quarter, Apr-Jun 2019 reporting VIC

This is the quarterly report for the Central Point Visitors Information Center for the period of April 1st, 2019 to June 30th, 2019 in accordance with second VI, Accounting and Reporting; of the Visitors Center Agreement section (c) and (f). The financial reporting requirements fulfilling section (b), attached.

Section (c) – program report

Attractions that the Chamber promoted for this time period included the various Chamber Mixers & Greeters hosted at Holiday Inn Express, Pear Valley Retirement, the Chamber office and CraterWorks. We have seen an increase in attendance to said meetings with an average of 25-30 in attendance. The Chamber teamed up with the City to host the Made in Southern Oregon Event on Pine St in May.

Hundreds of community events were showcased by the VIC during this period including; events held at the Jackson County Expo including the Jackson County Fair, Multiple Expo concerts, Livestock Auctions. We promoted The OSU extension office workshops and classes offered on Hanley Rd., The Medford Railroad Park, Free Public Run Day, and Kids Day at Crater Rock Museum. This was in addition to all the City of Central Point activities such as Rec & Go Mobile Recreation Programs including new camps, City Wide Yard Sale, Made in Southern Oregon the Grand re-opening of Pfaff Park and many Chamber member activities and promotions. The VIC was active in the promotion of events at the Central Point Library including free kids activities, promoting Spark Space and new relationship with the Business Librarian. The VIC heavily promoted the new CraterWorks building and ongoing activities as well as many School District 6 updates and activities.

Section (f) – analytical contact information

For the same time period as above the Visitors Center saw 174 visitors in our physical location during the normal hours of operation (9am-2pm) and NEW added hours of (11 am-2 pm) Saturdays, June-Sept, fielded 215 phone calls and replied to 74 emails. This year we hosted a VIC booth at the Made in Southern Oregon event making contact with the community members directly.

Our website has been slowly being worked on and improved to be more up-to-date and extensive information, an ongoing project. We have extended the amount of materials available at the VIC and are working on implementing a new display.

Thank you,

Steph Hendrickson
 Executive Director, Central Point Chamber