

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dinger

Ward II
Kelly Geiger

Ward III
Ellie George

Ward IV
Allen Broderick

At Large
David Douglas
Rick Samuelson

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Bev Adams, Director

Human Resources
Barb Robson, Director

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

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
August 8, 2013**

Next Res. 1373
Next Ord. 1973

- I. **REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PUBLIC APPEARANCES** - *This time is reserved for citizens to comment on items that are not on the agenda.*
- V. **SPECIAL PRESENTATION**
 - **Volunteer Recognition**

VI. CONSENT AGENDA

Page 2 - 8 A. Approval of July 25, 2013 Council Minutes

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

- 9 - 13 A. Ordinance No. _____, Vacating a Portion of Public Right-of-Way in a Cul-De-Sac Located in the Gray Court PUD Subdivision (Humphrey)
- 15 - 27 B. First Reading – An Ordinance to Amend the Central Point Municipal Code to Add Sidewalk Cafes and to Revise Other Code Sections as Necessary (Humphrey)
- 29 - 45 C. Resolution No. _____, Authorizing the Collection of Signatures for the Formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District (Clayton)
- 47 - 52 D. Ordinance No. _____, An Ordinance Amending Section 3.20 Regarding Liquor Licenses (Clayton)

- 54 - 58 E. Ordinance No. _____, An Ordinance Deleting Chapter 3.04 Punchboard Tax of the Central Point Municipal Code (Clayton)
- 60 - 64 F. Ordinance No. _____, An Ordinance Deleting Chapter 3.08 Entertainment Device Tax of the Central Point Municipal Code (Clayton)
- 66 - 68 G. Resolution No. _____, Adopting Oregon Liquor Control Commission (OLCC) Application Fees for the City of Central Point (Clayton)
- 70 - 106 H. Resolution No. _____, Ratifying the Police Bargaining Unit Agreement (Robson)
- 108 - 110 I. Resolution No. _____, Amending Classification Pay Plan (Robson)

IX. BUSINESS

- 112 - 115 A. Report on 332 N. 2nd Street Property (Samitore)
- --- B. Planning Commission Report (Humphrey)

X. MAYOR’S REPORT

XI. CITY MANAGER’S REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

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

XV. ADJOURNMENT

Consent Agenda

**CITY OF CENTRAL POINT
City Council Meeting Minutes
July 25, 2013**

I. REGULAR MEETING CALLED TO ORDER

Council President Bruce Dingler called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL: Mayor: Hank Williams - Excused
Council Members: Allen Broderick, Bruce Dingler, Kelly Geiger, and Rick Samuelson were present. David Douglas, and Ellie George were excused.

City Manager Chris Clayton; City Attorney Daniel O'Connor; Police Chief Kris Allison; Community Development Director Tom Humphrey; Finance Director Bev Adams; Human Resource Director Barb Robson; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

IV. PUBLIC APPEARANCES

Larry Martin, SOU Extension Service Representative
Mr. Martin presented a feasibility study for a proposed Jackson County 4-H, Master Gardener, & Agricultural Extension Service District. He explained that because of declining funds Jackson County can no longer support the Southern Oregon Extension Service program to the extent that they have in the past.

The Extension Service program benefits all the citizens in the County including the 4-H and local farmers. There will be a resolution allowing signature gathering within the city limits before the Council at the August 8th meeting.

Teresa and Kris Stevens, North 6th Street, Central Point
Mrs. Stevens stated that they are having problems with a neighbor on North 6th Street stating that people on the street are constantly calling the Police Department to this address. They would like the city to declare it a nuisance property and have the tenant evicted. She stated that she has talked with the property owner, who is also the father of the tenant. The property owner is not willing to evict his son.

Mr. Clayton stated that he would have the Police Department research the history on the property and contact them very soon.

V. SPECIAL PRESENTATION – Fire District No. 3 Quarterly Update

Fire District No. 3 Chief Dave Brinkley presented the 2nd quarter report and explained the highlights. The amount of calls and call times compared to last

year. They are tracking trends in the area making sure that they have the correct amount of staff at all times.

The District is working with local businesses taking tours and getting to know the layout of all the buildings. This will help them if there is an actual fire and make it easier to fight a fire and save lives if they know the floor plan and what hazards could be within the structures.

The District is interviewing interns and providing training for staff of FD3 and the City of Medford. They are currently working on an Agreement with the City of Medford to consolidate some aspects of both districts to save money in both areas.

VI. CONSENT AGENDA

- A. Approval of June 27, 2013 City Council Minutes
- B. Approval of Street Closure for D.A.R.E. Cruise

Allen Broderick made a motion to approve the consent agenda. Kelly Geiger seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

VII. ITEMS REMOVED FROM CONSENT AGENDA - None

VIII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

A. Public Hearing and First Reading – Ordinance Regarding Gray Court Right-of-Way Vacation

Community Development Director Tom Humphrey explained that the Gray Court PUD Subdivision was approved by the City in 2008 and infrastructure improvements were installed in preparation of new housing construction. Changes in the economy delayed the construction, and the property changed owners. The Planning Commission recently approved the construction of smaller two-story single family attached homes which provides additional parking by using space in the cul-de-sac. The fire district has reviewed and approved the preliminary plans to incorporate a turnaround as part of a new parking lot feature. The right-of-way for the cul-de-sac will need to be vacated by the City Council in favor of a parking lot and turn around.

In accordance with ORS 271.130, the City must make a determination the right-of-way vacation will result in a substantial effect on property values. Findings have been submitted supporting the determination that there will be no substantial effect on property market values. The City Council must hold a public hearing to vacate property. In this case the right-of-way would revert back to the original property owner who dedicated it to the City. There have been no concerns from citizens regarding this vacation.

President Dingler opened the Public Hearing.

Scott Sinnon, Agent for the Applicant

Mr. Sinnon stated that all the criteria for vacating this right-of-way have been met and the vacation will not adversely affect other property owners. The Planning Commission approved the recommendation without any adverse comments. He recommends moving this Ordinance to a second reading.

No one else came forward. President Dingler closed the public hearing.

Rick Samuelson made a motion to move to second reading an Ordinance Vacating a Portion of Right-of-Way in a Cul-de-Sac located in the Gray Court PUD Subdivision. Allen Broderick seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

B. First Reading – Ordinance Amending Section 3.20 Regarding Liquor Licenses

City Manager Chris Clayton explained that the current process for approval or denial of an Oregon Liquor Control Commission license was created in 1984. The current code does not include a process for refusal of a license, or an appeal process if a license application is denied by Council. The new policy requires a criminal background check on all new and change of ownership applications and there is no indication in the code that this procedure will be done.

The city has been removing any fee structure in the code book, the revisions for this ordinance will remove the old fees allowing for the Council to set those fees by Resolution. Staff will return at the next meeting with a revised fee structure. The fees will be increased to be line with state recommendation and local cities.

The proposed Ordinance puts in place current procedures that are followed when staff receives an application. The City Recorder prepares and forwards the application to the appropriate department making sure that the background checks are done and the zoning is appropriate for the use. The Recorder approves all temporary applications making sure there have been no issues with the applicant in the past.

Mr. Clayton explained that there is no fiscal impact to the city regarding the increase in fees. There are currently 20 businesses with OLCC permits in the city, and there are usually less than five new applications per year.

President Dingler opened and closed the public hearing. No one came forward.

Kelly Geiger made a motion to move to second reading an Ordinance Amending Section 3.20 Regarding Liquor Licenses. Rick Samuelson seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

C. First Reading – Ordinance Deleting Chapter 3.04 Punchboard Tax of the Central Point Municipal Code

Mr. Clayton explained that Chapter 3.04 refers to a punchboard tax that is no longer used. This game was used as a type of gambling. When the State approved the lottery system, the punchboards went away and the tax was no longer collected. We are not allowed to collect an additional tax on state lottery games. There will be no fiscal impacts to the city with the removal of this tax from our code book.

Allen Broderick made a motion to move to second reading An Ordinance Deleting Chapter 3.04 Punchboard Tax of the Central Point Municipal Code. Rick Samuelson seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

D. First Reading – Ordinance Deleting Chapter 3.08 Entertainment Device Tax of the Central Point Municipal Code

Mr. Clayton explained that Chapter 3.08 regarding an Entertainment Device Tax is obsolete and has not been used within the city in over 20 years. When a business owner would purchase a pool table or pin ball machine they would inform the city, we would then issue a sticker and tax the business. This was a cumbersome process. The businesses would switch out the device or get new ones and not inform the city. We stopped charging the tax in the 1990's and has not been restructured or implemented.

Rick Samuelson moved to second reading an Ordinance Deleting Chapter 3.08 Entertainment Device Tax of the Central Point Municipal Code. Allen Broderick seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

E. Resolution No. 1372, Recommending Adoption of an Intergovernmental Agreement Between the City of Central Point and the City of Medford for Fleet Maintenance, Repair, Fuel Purchase, and Equipment Rental

Mr. Clayton explained that this Intergovernmental Agreement is with the City of Medford in a effort to reduce costs on fleet maintenance. In 2011 the City of Central Point and the City of Medford worked out an agreement for most fleet maintenance services for the city. With the agreement in place we have been able to reduce the need for one full time employee along with the excess costs of maintenance of our fleet. The net savings is \$46,316.40 to the city of Central Point. This type of Intergovernmental Agreement is encouraged by the State of Oregon and Jackson County. Recently other local Cities have entered into agreements of this type with the City of Medford.

Allen Broderick made a motion to approve Resolution No. 1372, Recommending Adoption of an Intergovernmental Agreement Between the City of Central Point and the City of Medford for Fleet Maintenance, Repair,

Fuel Purchase, and Equipment Rental. Kelly Geiger seconded. Roll call: Allen Broderick, yes; Kelly Geiger, yes; Rick Samuelson, yes; and Bruce Dingler, yes. Motion approved.

IX. BUSINESS

A. Planning Commission Report

Community Development Director Tom Humphrey presented the July 2, 2013 Planning Commission Report.

- The Commission held a Public Hearing and approved a Proposed Amendment to the Gray Court Planned Unit Development (PUD) Subdivision submitted by Scott Rosendahl and located in the R-3, Multiple-Family Zoning District. The proposal involves a modification to the development plan approved in 2008. Off street parking has been added to accommodate visitors to the development. The Commission determined that the modification was an improvement to the previously approved development.
- The Commission discussed proposed changes to CPMC, Chapter 12 regarding trees. The Planning Commission was presented with various text changes to Chapter 12 that are designed to streamline the process of removing “nuisance trees” and/or “hazard trees” located on private property. The new language would also include a list of trees that are preferable for use in the city. The Commission wants to continue in their role as the Tree Board but thinks that a lot of the decisions relative to nuisance or hazards can be delegated to the City arborist and Public Works staff. They recommended approval of the changes to the Code.
- The Commission was informed that a new Walgreen’s store was being processed by Community Development as a Type II application. Commission members expressed their desire that staff make sure the building and development fit into the artisan corridor theme, work out architecture design, landscaping and vehicular access. Staff emphasized the importance of striking a balance between the City’s vision and the potential for increased commercial influence and revenue creation.

IX. MAYOR'S REPORT – No Report Mayor Williams is at OMA Conference.

X. CITY MANAGER’S REPORT

City Manager Chris Clayton reported that:

- The City has budgeted a certain amount for the Red, White and Boom event every year. This week we received an invoice from the Chamber with an amount that was more than we have budgeted. He has responded to them with the amount that is available and requested a new invoice.
- The Freedom Run was very successful this year. The profit from that event will be deposited into the Parks and Recreation Foundation instead of going to the Chamber. The City has been completely in charge of that fundraiser for two years.

- The new owner of 332 N. Second Street pulled a special building inspection permit this week. The Building Official will complete the inspection and report back to the Council at the next available meeting.
- There will be a change in the Study Session topics. On August 19 we will have a representative available to discuss Storm Water Master Plan, and on September 16 we will discuss Rail Crossing funding.
- He would like to request Council go into Executive Session under ORS 192.660 (2)(d) to discuss the Police Department Bargaining Unit Negotiations.

XI. COUNCIL REPORTS

Kelly Geiger reported on the Fair Board meeting. The Expo was way down in attendance again this year. There is talk about canceling the event in the future. The events that they did have scheduled were successful, but the overall attendance was not good.

XII. DEPARTMENT REPORTS

Human Resource Director Barbara Robson reported that she has been working with the Police Bargaining Union and advertising for the account clerk open position.

Parks and Public Works Director Matt Samitore reported on the parking lots. They are beginning the process of pouring concrete. They should be complete in a few weeks. The schedule for paving Highway 99 will be in August. That project is progressing nicely.

Police Chief Kris Allison reported that:

- She is working on a couple of ordinances and updates regarding firearms within the city limits. We received a letter from the Second Amendment Foundation stating that we were in violation of State code. After reviewing the topic there are a couple of very old codes on the books that need to be revised.
- There have also been suggestions to update our on street parking ordinance in regards to recreational vehicles. She has been reviewing similar issues with other cities and will be bringing a recommendation back to the Council.
- She spoke with Mr. and Mrs. Stevens regarding the problem on North 6th street. She will have an officer review the issue tomorrow morning and report back.

Community Development Director Tom Humphrey stated that:

- He is getting ready for another session of boot camp. The weekly meetings have moved to Tuesday mornings if anyone would like to join them. He has started taking applications for the next boot camp event.
- The Planning Commission will be reviewing code amendments for sidewalk cafés, there are several places in the municipal code that will

not allow the serving of alcohol in a public right-of-way. The Commission will review those recommendations at the August meeting.

- Staff is also working with the County on an Area of Mutual Agreement for Gibbon Acres which is the next step in our Urban Growth Boundary Expansion.

XIII. EXECUTIVE SESSION – ORS 192.660(2)(d) Labor Negotiations

Allen Broderick moved to adjourn into Executive Session under ORS 192.660(2)(d). Kelly Geiger seconded. All said “aye” and the meeting was adjourned to Executive Session at 8:00 p.m.

The Council returned to regular session at 8:23 p.m.

XIV. ADJOURNMENT

Allen Broderick moved to adjourn, Kelly Geiger seconded, all said “aye” and the Council Meeting was adjourned at 8:30 p.m.

The foregoing minutes of the July 25, 2013, Council meeting were approved by the City Council at its meeting of August 8, 2013.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Ordinance

Gray Court
Right-of-Way
Vacation



STAFF REPORT
August 8, 2013

AGENDA ITEM: File No. 06060-2

Second reading to consider an ordinance vacating a portion of a public right-of-way in a cul de sac bulb in favor of a fire district approved hammerhead located in a PUD Subdivision known as Gray Court and adjacent to Tax Lot 1514 on Jackson County Assessor's Map 372W11A.

Applicant: City of Central Point

STAFF SOURCE:

Tom Humphrey AICP, Community Development Director

BACKGROUND:

The Gray Court PUD Subdivision was approved by the City in 2008 and infrastructure improvements were installed in preparation of new housing construction. Changes in the economy delayed the actual housing construction, the property changed hands and the new owner recently received approval from the Planning Commission to construct smaller two-story single family *attached* homes and provide additional parking by using unnecessary space in the cul-de-sac. The fire district reviewed and approved preliminary plans to incorporate a turnaround as part of a new parking lot for the development. The PUD was amended by the Planning Commission on July 2nd with the condition that the right-of-way for the cul-de-sac could be vacated by the City Council in favor of a parking lot and a turnaround.

At their July 25th meeting, the Central Point City Council conducted a public hearing at which only favorable support and no objections were received. The Council moved this item to this second reading.

ATTACHMENTS:

Attachment A – Ordinance No. _____, An Ordinance Vacating a Portion of Public Right-of-Way in a cul-de-sac located in the Grey Court PUD Subdivision.

ACTION:

Consider the second reading of the proposed vacation and either approve or approve with conditions.

RECOMMENDATION:

Approve Ordinance No. _____, An Ordinance Vacating a Portion of Public Right-of-Way in a cul-de-sac located in the Grey Court PUD Subdivision.

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN A CUL-DE-SAC LOCATED IN THE GRAY COURT PUD SUBDIVISION

WHEREAS, the City has determined that a portion of a cul-de-sac on Gray Court (the "Vacation") can be substituted with a private turnaround, is not required for public access and as such is no longer an asset to the City's street system; and

WHEREAS, in accordance with ORS 271.130 the Central Point City Council, on June 13, 2013 approved Resolution 1367 initiating the Vacation on its own motion; and

WHEREAS, on July 25, 2013 the City Council held a duly noticed public hearing in accordance with ORS 271.110 to consider the Vacation.

NOW THEREFORE; The people of the City of Central Point, Oregon, do ordain that after full and due consideration of the record as set forth in the Staff Report and the evidence presented at the public hearing, finds that the Vacation as legally described in Exhibits "A" and "B" is hereby approved subject to the following:

- 1. Public Easements.** There is hereby reserved to the City of Central Point and all applicable public utility agencies an easement over the vacated street for purposes of installation, maintenance, repair, and replacement of utilities, including the right to access the property for those purposes.

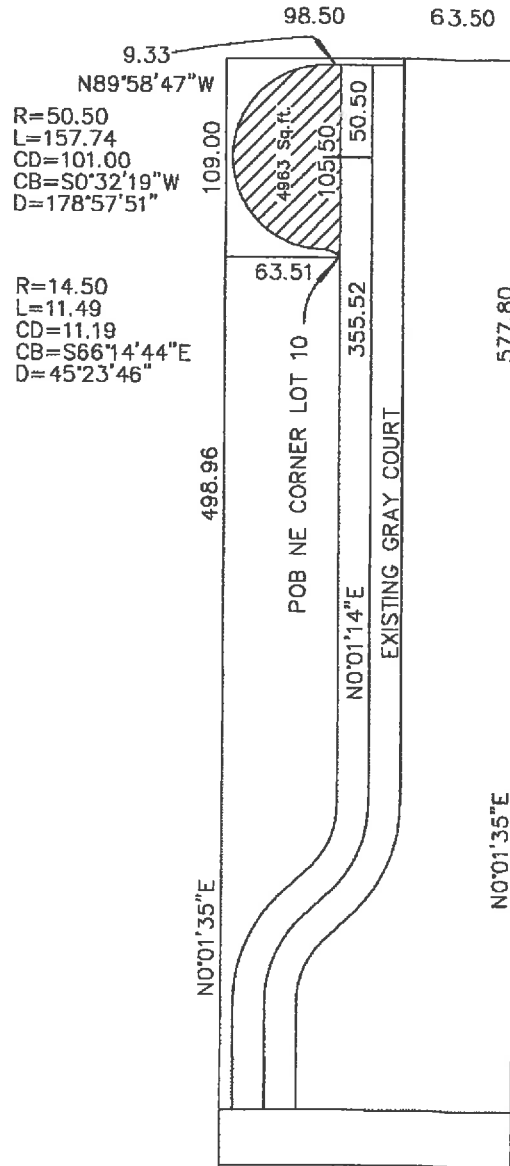
Passed by the Council and signed by me in authentication of its passage this ____ day of _____, 2013.

Mayor Hank Williams

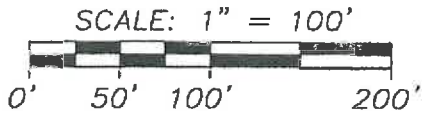
ATTEST:

City Recorder

EXHIBIT " A "



 AREA TO BE VACATED



Prepared by:
FARBER & SONS, INC.
 dba FARBER SURVEYING
 431 Oak Street
 Central Point, Oregon 97502
 (541) 664-5599

REGISTERED
 PROFESSIONAL
LAND SURVEYOR

OREGON
 JULY 26, 1985
 HERBERT A. FARBER
 2189

DATE: May 14, 2013
 JOB NO. 2025-13

RENEWAL DATE 12-31-13

central point\gray court\microsurvey\vacation exhibit\dwg

EXHIBIT "B"

Property Description

Scott Rosendahl

Portion of Gray Court a public street, to be vacated

Beginning at a 5/8 inch iron pin marking the northeast corner of Lot 10, Gray Court as recorded in Volume 34, Page 36 of the Plat Records, in Jackson County, Oregon; thence North $0^{\circ}01'15''$ East, 105.50 feet to the north boundary of Gray Court, a Public Street; thence North $89^{\circ}58'47''$ West, along said boundary, 9.33 feet to a 5/8 inch iron pin; thence along the arc of a curve to the left having a radius of 50.50 feet, a central angle of $178^{\circ}57'51''$, a distance of 157.74 feet (the long chord of which bears South $0^{\circ}32'19''$ West, 101.00 feet) to a 5/8 inch iron pin; thence along the arc of a curve the right having a radius of 14.50 feet, a central angle of $45^{\circ}23'46''$, a distance of 11.49 feet (the long chord of which bears South $66^{\circ}14'44''$ East, 11.19 feet to the Point of Beginning.

Prepared By: Farber and Sons Inc
Farber Surveying
431 Oak Street
Central Point, OR 97502
(541) 664-5599

Date: May 14, 2013

Ordinance

Adding Sidewalk Cafes to the CPMC



STAFF REPORT

STAFF REPORT

August 8, 2013

AGENDA ITEM:

Consideration of an Amendment to the Municipal Code to Add Sidewalk Cafes and to Revise Other Code Sections as Necessary for Internal Consistency

STAFF SOURCE:

Tom Humphrey, Community Development Director

BACKGROUND:

The Community Development Department has been approached by Bobbio's Pizza about serving food and alcoholic beverages outside in front of their business. The City has also envisioned this practice in front of other restaurants in the Downtown. Unfortunately, there are some municipal code sections that prohibit this practice. The City Attorney recommended the introduction of a Sidewalk Café ordinance which would provide both opportunity and safeguards for outdoor dining and drinking.

Staff proposes adding Sidewalk Cafés to Chapter 5 and has made two subtle changes in Chapters 9.54 (Intoxication) and 9.64 (Obstructing Public Passage) which will make Sidewalk Cafes consistent with the rest of the code. Attachment A reflects the new code and changes to existing language in Chapters 5 and 9.

ISSUES:

There don't appear to be significant issues with these revisions. The provisions for Sidewalk Cafés have been used successfully in Ashland for years without any negative consequences. Changes to Chapters 5 and 9 are all very straightforward amendments that can be made locally and quickly. The Planning Commission is reviewing this proposal at their meeting on August 6th and staff will introduce their recommendation on August 8th. The CAC considered this at their meeting on July 9th and supported it.

EXHIBITS/ATTACHMENTS:

Attachment "A" – Ordinance No. _____, An Ordinance Amending Title 5, Business Licenses and Regulations and Chapters 9.54 - Intoxication and 9.64 – Obstructing Public Passage

ACTION:

Open public hearing and consider proposed vacation, close public hearing and move to second reading.

RECOMMENDATION:

Direct Staff to schedule the second reading for the next regularly scheduled City Council meeting (August 22, 2013) to approve amendments to the municipal code.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CENTRAL POINT MUNICIPAL CODE TO ADD SIDEWALK CAFES AND TO REVISE OTHER CODE SECTIONS AS NECESSARY FOR INTERNAL CONSISTENCY

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.** On July 9, 2013, by unanimous decision, the Central Point Citizen's Advisory Committee made a recommendation to the Planning Commission and City Council to approve a code amendment allowing sidewalk cafes and making other code amendments as necessary.
- C.** On August 6, 2013, by Resolution No. ____ the Central Point Planning Commission recommended approval of a code amendment allowing sidewalk cafes and making other code amendments as necessary.
- D.** On August 8, 2013, the City of Central Point City Council held a property advertised public hearing; reviewed the Staff Report and findings; heard testimony and comments, and deliberated on approval of the Municipal Code Amendments.

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

- SECTION 1.** Chapter 5.10, Sidewalk Cafés (Exhibit "A") added as a new section of Title 5, Business Licenses and Regulations of the Central Point Municipal Code.
- SECTION 2.** Chapter 9.54, Intoxication (Exhibit "B") modified to allow drinking in public places defined as an approved sidewalk café.
- SECTION 3.** Chapter 9.64, Obstructing Public Passage (Exhibit "C") modified to allow obstructions to streets and sidewalks as part of an approved sidewalk cafe.

PASSED by the Council and signed by me in authentication of its passage this 22nd day of August 2013.

Mayor Hank Williams

ATTEST:

City Recorder

Title 5 BUSINESS LICENSES AND REGULATIONS¹

Chapters:

[5.04](#) Business Licenses

[5.06](#) Yard Sales

[5.08](#) Public Dances

[5.10](#) Sidewalk Cafes

[5.12](#) Electrical Contractors

[5.16](#) Plumbing

[5.20](#) Solicitors, Canvassers and Peddlers

[5.24](#) Adult Businesses

[5.32](#) Mobile Home Parks

[5.33](#) Merchant Police and Private Detectives

[5.34](#) Pawnbrokers and Secondhand Dealers

[5.38](#) Drug Paraphernalia

[5.42](#) Special Event Permits

¹ For statutory provisions authorizing cities to license, regulate and control any lawful business, see ORS 221.916(7).

Chapter 5.10 SIDEWALK CAFES

Sections:

5.10.010	Purpose
5.10.020	Permit Required
5.10.030	Definitions
5.10.040	Application and Permit Fees
5.10.050	Permit Application
5.10.060	Notice Required
5.10.070	Location Rules and Review Criteria
5.10.080	Liability and Insurance
5.10.090	Forms and Conditions of Permit
5.10.100	Denial, Revocation, or Suspension of Permit
5.10.110	Penalties

5.10.010 Purpose. The purpose of this chapter is to permit and encourage sidewalk dining that is compatible with other uses of the public sidewalk. The City finds that sidewalk cafes encourage a pedestrian-oriented environment, help to create a visually attractive atmosphere and streetscape, and promote overall commerce.

5.10.020 Permit Required. Private commercial use of public sidewalks for the purpose of operating a sidewalk café in the City is prohibited unless a permit is obtained from the Community Development Department as provided in this chapter.

5.10.030 Definitions.

A. Abutting property owners and occupants. Any owner or occupant of property which abuts the subject sidewalk café site excluding public right-of-way.

B. Adjacent sidewalk area. That portion of the public sidewalk between the curb line and the property line demarcated by extending the side building lines of the premises until they intersect the curb.

C. Operate a sidewalk café. Serving food or beverage from a restaurant to patrons seated at tables located within the adjacent sidewalk area, including, in the case of a permittee in possession of a valid license for the sale of alcohol beverages covering such sidewalk, the service of such beverages, or providing seating for patrons in the adjacent sidewalk area.

5.10.040 Application and Permit Fees. The application and annual permit fees shall be established by resolution of the City Council and adjusted annually by the CPI for the previous calendar year.

5.10.050 Permit Application.

- A. Application for a permit to operate a sidewalk café shall be made at the Community Development Department on a form provided. The request for permit shall minimally contain:
1. A completed application;
 2. A scale diagram of the area for sidewalk café use, with dimensions shown;
 3. A certificate of insurance and endorsement form; and
 4. The location and description of the tables and materials requested to be in the right-of-way.
- B. Other information shall be provided as required by the Community Development Director to carry out the purpose of this chapter.

5.10.060 Notice Required. Prior to rendering a decision, the Community Development Director shall mail abutting property owners and occupants notice that an application for a sidewalk café has been filed. The notice shall contain a copy of the diagram submitted by the applicant, state whether or not the business is licensed to serve alcoholic beverages which may be served and consumed at the sidewalk café if the permit is granted, and state that all comments concerning the proposed sidewalk café must be received by the Community Development Department within 15 calendar days from the date of mailing the notice. The applicant shall also be required to post a copy of the public notice in a readily visible location on the frontage of the applying business establishment for 15 calendar days.

5.10.070 Location Rules and Review Criteria.

- A. The Community Development Director shall consult with the Public Works Director and the two shall review the application for its compliance with the following criteria:
1. The operation of a sidewalk café is limited to structures which are sited within ten feet of a public sidewalk, and which are located in one of the following zoning districts: TOD-EC (Employment Commercial), TOD G-C (General Commercial), or C-4 (Tourist and Office Professional).
 2. The operation of a sidewalk café shall be located such that there is at least **six (6)** feet clear and unobstructed passageway between the sidewalk café tables, chairs and barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions. The Community Development Director may require more than **six feet** if necessary to protect the public safety. The Director may also reduce this requirement where unusual circumstances exist and where public safety would not be jeopardized.
 3. The sidewalk café may only be located in the adjacent sidewalk area to the applicant's business, but may extend in front of adjacent businesses with the written consent of both the property owner and the business owner, subject to review by the Community Development Director.
 4. The sidewalk café shall be located five feet from driveways and alleys, and ten feet from intersections. These requirements may be modified by the Community Development Director where unusual circumstances exist.
 5. The location of the sidewalk café shall be as approved by the Community Development Director.

B. The Community Development Director shall forward all applications for review by the Police Chief for any business who holds a valid liquor license, or in which alcoholic beverages are intended to be served.

1. The Police Chief upon review of the application will sign the application for concurrence with granting the permit, or;

2. Submit a memorandum of concerns to the Public Works Director for consideration.

C. The Community Development Director shall determine the zoning of the request, and decide whether the proposed use is in conformance with the requirements of the Land Use Ordinance.

5.10.080 Liability and Insurance. Prior to the issuance of a permit, the Permittee shall:

A. Furnish a signed statement, with the application, that the permittee shall defend, indemnify and hold harmless the City, its officers and employees, from any claims for damages to property or injury to persons which may occur in connection with an activity carried on under the terms of the permit.

B. Furnish and maintain such public liability, food products liability, liquor liability and property damages insurance as will protect permittee and City from all claims for damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than the amount of municipal tort liability under the Oregon Tort Claims Act. Such insurance shall be without prejudice to coverage otherwise existing, and shall name the City, its officers and employees, as additional insured's, and shall further provide that the policy shall not terminate or be canceled prior to the expiration of the permit without 30 days written notice to the City.

5.10.090 Forms and Conditions of Permit.

A. Requirements for all sidewalk cafes:

1. Each permit issued shall terminate December 31st of the year in which it is issued. Requests for renewals shall be filed with the Community Development Department after January 1. The Community Development Director may approve, approve with additional conditions, or deny the request for renewal. No application fee shall be required for renewals. An annual permit fee based on the number of seats authorized is due at the time of the initial application and each renewal.

2. The permit issued shall be personal to the permittee only and is not transferable in any manner.

3. The permit may be temporarily suspended by the Community Development Director if the public interest requires use of the right-of-way for a public event, construction, repair, or any other purpose.

4. The permit is specifically limited to the area approved or as modified by the Community Development Director, and will include a diagram indicating the area approved for the sidewalk café and the location of the tables and materials permitted to be in the right-of-way.

5. The operation of the sidewalk café shall be such that there is at least six feet from the outermost edge of the sidewalk café to the street curb, that also includes a minimum of five feet clear and unobstructed passageway between the sidewalk café tables, chairs and barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions. The Community Development Director may require increased clearance distances if necessary to protect the public safety. The Director may also reduce these requirement where unusual circumstances exist and where public safety would not be jeopardized.

6. The sidewalk and all things placed there shall at all times be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the diagram may be stored in the public right-of-way when the sidewalk café is not in operation. Should the permittee not utilize the sidewalk as authorized for a period of 48 hours or more, all the tables and materials shall be removed therefrom.

7. The operation of a sidewalk café requires that trash containers be provided on site.

8. All required building modifications or parking improvements shall be completed prior to the commencement of the operation of the sidewalk café.

9. No signs shall be attached to any furniture, umbrellas, awnings, or other structure related to the operation of the sidewalk café.

10. Smoking shall not be allowed in approved sidewalk café areas.

11. Sidewalk cafes shall be continuously supervised by employees of the establishment.

12. Sidewalk cafes shall meet all requirements of the Jackson County Health Department.

13. Tables, chairs, and other structures associated with the sidewalk café shall be kept free of litter and other debris at all times.

14. Sidewalk cafes and adjoining sidewalks shall remain clear of litter, food scraps, and soiled dishes at all times. Where establishments provide take-out or self-service, an adequate number of employees must be maintained to clear sidewalk cafes on a regular basis. Sidewalk and flooring areas must be cleaned daily, including adjacent sidewalk areas.

15. The sidewalk café permit must be visibly displayed during business hours.

16. The City of Central Point has the right to repeal or amend this Chapter and thereby terminate or modify all sidewalk café operations. No permittee shall obtain any property right in the continued private commercial use of the public sidewalk.

B. Businesses which intend to serve alcoholic beverages at the sidewalk café must meet the following additional requirements:

1. The business shall hold a valid Oregon Liquor Control Commission liquor license.

2. Storage of containers commonly used for dispensing alcoholic beverages to customers including but not limited to bottles, pitchers, and carafes must be kept inside the business unless an employee is stationed in the outside area at all times. No taps, kegs, coolers, or other alcoholic beverage storage devices are allowed outside on the sidewalk.
3. Sidewalk cafés where alcoholic beverages are served and consumed require supervision by employees of the license business, as required by the Oregon Liquor Control Commission liquor license.
4. All service and consumption of alcoholic beverages at sidewalk cafes shall discontinue by 11 p.m.
5. All alcoholic beverage service providers must also provide food service in the licensed area.

5.10.100 Denial, Revocation, or Suspension of Permit

- A. The Community Development Director may deny, revoke, or suspend the permit upon finding that any provision of this chapter or condition of approval will be or has been violated.
- B. Upon denial, revocation, or suspension the Community Development Director shall give notice of such action to the applicant or permittee in writing stating the action which has been taken and the reason therefor. The action shall be effective immediately, but the applicant or permittee may make written request, within 10 calendar days after the notice is issued, for a hearing by the City Council. Upon hearing the matter, the City Council shall render a final decision concerning the permit.

5.10.110 Penalties. Any violation of this chapter shall be an infraction as defined by CPMC **1.16.010** and punishable by a fine as set forth in that section. The City Manager or his designee is authorized to issue a citation to any person violating the provisions of this chapter. After two infractions, the sidewalk café permit shall be revoked for a period of at least one year.

**Title 9
PUBLIC PEACE, MORALS AND WELFARE¹**

Chapters:

I. OFFENSES GENERALLY

[9.02](#) Definitions

II. OFFENSES BY OR AGAINST OFFICERS AND GOVERNMENT

[9.04](#) Fire Equipment and Alarms

[9.06](#) Police Officers

[9.08](#) Prisoners

[9.10](#) Public Records and Notices

[9.12](#) Stop and Frisk

[9.14](#) Criminal Attempt

III. OFFENSES AGAINST THE PERSON

[9.20](#) Assault and Battery

[9.22](#) Fraud on Innkeepers

[9.24](#) Accosting for Deviate Purposes

[9.26](#) Occult Arts

IV. OFFENSES AGAINST PUBLIC DECENCY

[9.32](#) Gambling

[9.34](#) Public Indecency

[9.36](#) Obscene Phone Calls

[9.38](#) Offensive Substances

[9.40](#) Pig Sties

[9.44](#) Prostitution

V. OFFENSES AGAINST PUBLIC PEACE

[9.50](#) Disorderly Conduct

[9.52](#) Inhaling Vapors

[9.54](#) Intoxication

[9.56](#) Vagrancy

VI. OFFENSES AGAINST PROPERTY

[9.62](#) Larceny

[9.64](#) Obstructing Public Passage

[9.66](#) Trespass--Destruction of Property

[9.68](#) Rules and Regulations of Public Parks--Defining and Punishing Certain Offenses
against the Public General Welfare

Chapter 9.54 INTOXICATION¹

Sections:

[9.54.010](#) Drinking in public places.

[9.54.020](#) Drunkenness.

[9.54.030](#) Dealings with intoxicated persons.

9.54.010 Drinking in public places.

It is unlawful for any person to drink any intoxicating liquor upon any street or in any public place; provided however, that nothing contained in this section applies to the drinking of any intoxicating liquor in any establishment **or its associated sidewalk café**, wherein the same may be sold for premises consumption under the laws of the state. (Ord. 306 §9, 1951).

9.54.020 Drunkenness.

It is unlawful for any person to be found in an intoxicated or drunken condition on any street or in any public place. (Ord. 306 §8, 1951).

9.54.030 Dealings with intoxicated persons.

It is unlawful for any pawnbroker, junk dealer, chattel-loan broker or any person to purchase property from any person who is in an intoxicated condition or under the influence of any narcotic drug, or to advance or to loan money to such person or to have any dealings with any such person respecting the title of property. (Ord. 306 §11, 1951).

[1](#)

For statutory provisions regarding public intoxication, see ORS 166.035.

Chapter 9.64 OBSTRUCTING PUBLIC PASSAGE¹

Sections:

- [9.64.010](#) Sidewalks--Obstruction.
- [9.64.020](#) Sidewalks--Driving on.
- [9.64.030](#) Streets--Deposits of injurious substances.
- [9.64.040](#) Streets and sidewalks--Obstruction.
- [9.64.050](#) Building entrances--Obstruction.
- [9.64.060](#) Leaving cellar doors open.

9.64.010 Sidewalks--Obstruction.

It is unlawful for any crowd or collection of persons to gather or to stand upon any sidewalk or street crossing so as to prevent, interrupt or obstruct the travel or free passage over the same by the public or for any person to fail or refuse to disperse or move on when directed to do so by any peace officer. (Ord. 306 §51, 1951).

9.64.020 Sidewalks--Driving on.

It is unlawful for any person to ride any horse or other animal or any motor vehicle upon, over or across any sidewalk except where a proper incline or crossing is provided for that purpose. (Ord. 306 §47, 1951).

9.64.030 Streets--Deposits of injurious substances.

It is unlawful for any person wilfully to place or deposit upon any street or public way any substance tending to mar the appearance or to detract from the cleanliness or safety of such street or public way. (Ord. 306 §62, 1951).

9.64.040 Streets and sidewalks--Obstruction.

It is unlawful for any person to place or deposit upon any street or sidewalk any article which tends to prevent, interrupt or obstruct the travel or free passage of pedestrian and vehicular traffic. (Ord. 306 §52, 1951). **Exceptions may be made where a permit has been approved for a Sidewalk Café per CPMC, Chapter 5.10.**

9.64.050 Building entrances--Obstruction.

It is unlawful for any person to obstruct any entrance to any building or to loiter unnecessarily about or near any entrance, stairway or hall leading to any building. (Ord. 306 §48, 1951).

9.64.060 Leaving cellar doors open.

It is unlawful for any person to keep or leave open any cellar door or grating of any kind in or upon any sidewalk except when the same is necessarily open during the immediate use thereof. During such time such opening shall be properly guarded and protected. (Ord. 306 §55, 1951).

Resolution

**Authorizing the
Collection of
Signatures for Ag
District**



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

August 8, 2013

AGENDA ITEM: A resolution of the Central Point City Council authorizing the collection of signatures for the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District.

STAFF SOURCE:

Chris Clayton, City Manager

BACKGROUND:

OSU, through its Extension and Branch Experiment Station, provides valuable in-formal education, applied research, and a wealth of practical information to Jackson County residents. For the past 100 years, the Jackson County Extension and Research Center has traditionally received a portion of its direct financial support from the County general fund. To ensure that Jackson County Research and Extension Center and its many programs will have stable funding well into the future in order to continue providing unique educational resources, applied research and support for sustainable agriculture to the citizens, agricultural enterprises and businesses of Jackson County, a group of concerned citizens is proposing that a measure to form this service district be placed on the May, 2014 ballot in Jackson County.

,The stakeholder group called Friends of Research and Extension (FORE), is requesting a resolution authorizing the collection of signature for the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District to be placed on the May 2014 ballot.

FISCAL IMPACTS:

If approved, the service district would be funded by a permanent tax rate of up to \$0.05 per \$1,000 of assessed value to provide operating support for the OSU educational and research office in Jackson County, dedicated to ensuring that the Experiment Station and the Extension Service can continue to serve the citizens of Jackson County. This rate would result in a yearly fee of about \$7.84 for the average home in Jackson County, based on a value of \$158,800.

FINDINGS:

1. Approval of the associated resolution does not provide an endorsement of the proposed taxing district. However, approval does permit the collection of petition signatures within the City of Central Point.

2. Should the taxing district ultimately prevail on the May 2014 general election ballot, the newly created taxing district would include all areas within the City of Central Point.

ATTACHMENTS:

1. A resolution of the Central Point City Council authorizing the collection of signatures for the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District.

RECOMMENDATION:

The City of Central Point has historically allowed supporters of proposed taxing districts to collect petition signatures within the city. Council adoption of the associated resolution would be consistent with prior decisions.

Feasibility Study for a Jackson County 4-H, Master Gardener, & Agricultural Extension Service District

Introduction

For nearly 100 years, Oregon State University has had a partnership with Jackson County to extend the knowledge of the Land Grant University to the citizens of the County. The Jackson County Extension Service was created in 1914 to support the agricultural interests of the County, and since then the services provided have grown in unprecedented ways to serve all the citizens of the County. Even earlier in 1911, the Southern Oregon Experiment Station began delivering objective, research-based scientific information to help farmers, orchardists, and vineyardist's develop the best sustainable practices in their fields, and remain competitive in a global economy. Today, while still separate organizations in mission and budgets, both the extension and research units are a part of what is called today the Southern Oregon Research and Extension Center (SOREC).

According to the charter that established the Jackson County Extension Service, Jackson County must provide "substantial funding" in order for the Extension to exist. Even though Jackson County has provided only about 11% of the Extension's budget in recent years, this component of Extension funding is critical as a match for federal and state dollars to be invested in Jackson County by the Extension Administrator.

The agreement between Jackson County and the Branch Experiment Station as it was developed was that Jackson County would provide the land and buildings at no cost to develop the Experiment Station in Jackson County and the Director of Branch Stations would provide state and federal funds to hire the researchers to be housed at the station and funding to run the station. Starting in 2013-14 Jackson County no longer will be able to provide the buildings at no cost and will require rent in order to maintain their buildings to their specifications.

Like many counties in Oregon, Jackson County is under severe budget constriction. In 2006, the Jackson County Commissioners and Administrator, understanding that the County's commitment to the Extension was critical, moved the Extension operational budget from the general fund ledger to the economic section of the County budget, so that it would be less vulnerable to budget cuts. Unfortunately, this was only a temporary solution to the problem and future boards have overturned this decision. Earlier in 2013, in their initial recommendations, the budget committee of Jackson County counseled completely defunding the Extension. This would have resulted in the closure of the Extension and all of its many programs. At their May, 2013 meeting, the County Commissioners voted to reinstate funding for the Extension Service and Research Station for 6 months, at the Extension Administrator's recommended level for 2013-2014. At this time, there is no guarantee that revenues will be found to support funding for the remaining 6 months of the year.

Because of the many vital services provided to the citizens and businesses of Jackson County by both the Extension Service and Experiment Station at the Southern Oregon Research and Extension Center (SOREC), it is critical that a secure and steady income source be found. This document examines SOREC's contributions to Jackson County, its relationship to other County service providers, and the feasibility of supporting it through the formation of a service district.

SOREC's Role in Jackson County

The Southern Oregon Research and Extension Center is located on Hanley Road near Central Point. It supports programs of practical and relevant interest to citizens in both rural and urban environments in Jackson County. Programs and program staff are valued and trusted by the community because of their responsiveness to issues that most strongly resonate within the community.

Both of SOREC's units serve as the front door to Oregon State University, Oregon's Land Grant University, and its resources. SOREC makes the research and knowledge base of the University available in communities throughout the state, a role it has played since the early 1900's in Jackson County.

Extension's resources and programs center on building and strengthening sustainable communities and economies, sustaining natural resources and agriculture and enhancing the health of youth, families, and older adults. Information disseminated by SOREC staff via workshops, classes, tours, and demonstrations, accompanied by well-researched educational materials, meets the community's demand for easy access, research-based education for an increasingly diverse, growing and changing population, providing lifelong educational opportunities.

SOREC's staff works cooperatively with numerous community partners. In addition, they develop and train a network of volunteers that expand the reach of services into all corners of the County. Volunteers trained in such areas as 4-H leaders, Master Gardeners, Master Woodland Managers, Land Stewardship, and Master Food Preservers and as educators on healthy aging allowed them to make over 42,000 contacts annually in Jackson County.

SOREC's Extension activities in Jackson County are currently organized into the following program areas, each of which provides a combination of educational programs, skills development activities and information services, supplemented by a vast library of user-friendly publications and web-based resources:

4-H Youth Development

- Club projects in civics and leadership, science and technology, animal husbandry, natural science, horticulture, and expressive arts
- After-school and summer youth natural resource programs
- Fair and Lamb Show
- Interstate Exchange
- Leadership development retreats
- OSU Summer Conference

- Know your government program
- 4-H Leader volunteer program

Livestock and Forages

- Beef and sheep production, marketing, nutrition and reproduction
- Pasture and Hay ground management
- Hay testing and feeding regimen assistance
- Noxious weed management and pesticide safety
- Soil testing and fertilization recommendations

Forestry and Natural Resources

- Silviculture (forest tending), reforestation, forest health, forest ecology, timber harvesting and marketing, tax mitigation, habitat development, watershed management, vegetation management, tree physiology, pesticide safety
- Wood products and biomass utilization
- Tree health advice and forest management plan development
- Tree School
- Master Woodland Manager volunteer program
- Land Stewards volunteer program

Horticulture

- Commercial horticulture problem solving, production education, marketing, food storage, food safety, and integrated pest management
- Water-wise plant selection and water conservation, pruning and grafting, landscape maintenance, efficient use of fertilizers and pesticides
- Wine-grape industry marketing
- Youth natural resource education
- Horticultural problem solving and Plant Clinic
- Water's impact on grape production and wine quality
- Urban Master Gardener education and volunteer program

Food Safety and Nutrition

- Food preparation, safety and preservation
- Nutrition education
- Pressure canner testing service
- Master Food Preserver volunteer program

Collaboration with other County agencies:

While other organizations and agencies provide educational services in Jackson County, Extension is unique in scope and capacity. Consider the following examples:

The County's K-12 schools educate youth; Extension's 4-H Youth program provides an array of after-school, in school and club-based learning opportunities that build leadership skills, foster responsibility, engage youth in citizenship, and enhance their appreciation of natural resources and our environment.

- Youth in these programs are 3.5 times more likely to contribute to our community
- 1.5 times more likely to have positive youth development
- 1.6 times more likely to go to college
- Less likely to develop depressive symptoms and delinquent behavior

Rogue Valley Community College provides critical higher education and workforce training opportunities; Extension brings cutting-edge research knowledge to farmers, ranchers, foresters, and other natural resource managers, and helps them integrate this information into their production and marketing efforts:

- Educates new landowners on farming and forestry practices, horticultural commodities and cropping systems specific to this area
- Emphasizes sustainable and organic production
- Provides problem-solving and alternative pest control
- Disseminates information and resources on demerging production practices and technology
- Advises on business plan development and direct marketing
- Supports local food production
- Promotes water quality and watershed health and management
- Preserves and conserves open space by protecting agriculture's viability in the region and evaluating alternative land use.

The County's health and human services division, and our local health care industry provide services to treat health conditions; Extension's food safety and Living Well programs help Jackson County residents avoid food-related health problems, take advantage of our abundant, locally-grown produce, and help our senior citizens to maintain a healthier life.

- Provides unduplicated health promotion and prevention programs for aging adults
- Offers Living Well programs which reduce emergency room visits and result in fewer health provider visits
- Aids Food Pantry clients stretch their limited food dollars and eat healthier

Various state, federal and County programs provide technical and financial assistance to landowners and enforce land use regulations; Extension works proactively to teach landowners the best management practices, those that maintain productivity and financial viability on a sustainable basis—a major contribution to Jackson County's economy.

- Extension connects our community to OSU and its resources
- Has provided our community with assistance and knowledge for over 100 years
- SOREC's staff live and work in our community
- SOREC's staff are passionate about what we do
- SOREC's staff provides assistance in translation and implementation of complex technology and opportunities to fit our region and conditions
- The community's success is SOREC's success

The Southern Oregon Experiment Station scientists support the Extension mission by conducting applied research in the areas of tree fruit pathology, horticulture, viticulture and integrated pest management that is disseminated to local agricultural producers. Staff is also available to

support established and new small farms in the County as the community highly supports safe, healthy local food production and the protection of our farm lands.

SOREC's research activities in Jackson County are currently organized into the following program areas:

The pathology-horticulture program works on 1) problem-solving research and Extension outreach education to develop and implement strategies for dealing with diseases and disorders in fruit production, with minimal use of pesticides; and 2) opportunity-creating research to introduce new methods that can increase fruit quality, expand marketing, or increase production efficiency.

The viticulture program is the newest program at SOREC and currently is focusing on assisting producers in improving production efficiencies in areas such as irrigation, integrated pest management, canopy management, plant nutrition and vineyard mechanization while encouraging responsible natural resource management in the Southern Oregon Wine Grape Association.

The pest management program focuses on the development of ecologically sound methods to manage insect and mite pests and conducts Extension outreach education to growers to speed the implementation of these new methods. Developing alternatives to conventional broad-spectrum pesticides is their emphasis. This is done by field-testing new technologies and products, by developing appropriate pest monitoring techniques and by conducting outreach education to area growers so that they can make need-based pest control decisions.

The Jackson County Research and Extension Center delivers over 1,000 high-quality education programs/workshops/projects that reached 42,000 residents in 2012. Over 2,000 youth, kindergarten through 12th grade, participate in our 4-H youth development programs. Extension serves County residents across all age groups, social classes, occupations and avocations. Extension is also an important information broker. If Extension's faculty, staff or volunteers can't answer your questions, they will direct you to someone who can.

Partnership Opportunities

Due to limited funding and the requirement that they be accountable, SOREC staff provides documentation so that no funds are wasted. In addition, their staff look for every opportunity to extend our reach by partnering with other organizations and by reducing any duplication of programs and projects. See Attachment B listing SOREC partners.

Jackson County Funding Situation

The Jackson County Extension Service has depended on County, as well as federal and state funds to provide the base funding for our operations. County funds have provided about 11% of the budget for the Extension. Up until now, Jackson County also has furnished without cost the land, buildings, maintenance, custodial service, clerical support and operational costs for the

Extension. Federal and state government support specific projects with grants, and pay a portion of the statewide programs and faculty salaries. Since the early 1900's, Oregon State University has maintained this partnership between the three government agencies here in Jackson County, but as revenues have shrunk at all levels of government, the ability of the OSU and Jackson County general budget to provide that same level of service is in jeopardy. As of this writing, Jackson County Commissioners are now asking that SOREC pay rent for the buildings and grounds, and provide funds needed to maintain the County owned buildings.

SOREC Funding Options

Grant writing, fees for services and generation of local program support is a regular component of SOREC's faculty members' jobs, yielding about \$600,000 annually for the Extension and Research Center programs. While shifting more of their faculty's efforts toward writing and obtaining more grants may appear to be an option, in all likelihood, it would only result in a dramatic change in faculty emphasis and would fail to preserve the programs and services to which Jackson County residents have become accustomed.

While it has also been recommended that SOREC consider increasing support generated from their program Associations, obtaining donations from the community, conducting raffles, and charging more for their services and classes, these resources would come too late to backfill the County general fund dollars that have supported SOREC for the past 100 years.

After reviewing their options, the stakeholders group, FORE (Friends of Research and Extension), has determined that to provide a secure and sustainable funding source for the Research and Extension Center, and to maintain the services that Extension provides to the thousands of County citizens each year, it will be necessary to ask the citizens of Jackson County to support the formation of a County Service District. This would have an associated tax base specifically allotted to the support of all SOREC's programs in Jackson County. The district would provide operations support for the SOREC office, including office, lab and equipment space (land and building rent to Jackson County), secretarial support, program assistance, program supplies, utilities and equipment and the maintenance of equipment and buildings. This would result in freeing up resources from the Jackson County general fund that were previously utilized to support SOREC.

Needed SOREC Capacity

A review of the SOREC programs and activities by FORE has identified a number of issues to which SOREC is well positioned to respond. These include rural economies dependent upon agricultural industries and wood products, facilitating rural/urban interface and resolving any friction which may exist, supporting an increasingly large number of elders in our population, promoting sustainable management of natural resources, building on family values and providing positive youth development activities. Extension stakeholders have consistently rated youth development as a high priority for faculty staffing, followed closely by agriculture, forestry, food and food safety, and healthy living. Faculty positions, funded by state and federal dollars, provide programming in these areas, but depend upon County-based resources for program support.

Table 1: SOREC Budget History

Year	Jackson County General Funds Budgeted for Extension	County Charges for Extension/ Research Facility Maintenance paid from county funds	Extension Base Operational Budget after Facility maintenance cost	Dollars generated from grants, contracts, fees, sales, donations and services per calendar year	State and Federal dollars that SOREC receives for salaries of facility and Experiment Station operations per calendar year	Support Associations Financial Support for 4-H and MG programs	Facility FTE that State & Federal funds support per calendar year
2003-04	\$158,932	\$31,559	\$127,373	\$ 650,962	\$ 558,345	\$ 64,915	8.0
2004-05	\$166,346	\$30,406	\$135,940	697,716	583,257	130,667	7.0
2005-06	\$170,946	\$31,314	\$139,632	534,017	647,709	174,167	8.1
2006-07	\$179,493	\$35,468	\$144,025	606,583	771,730	183,802	8.0
2007-08	\$180,385	\$28,762	\$151,623	518,435	797,737	173,500	10.3
2008-09	\$184,534	\$27,722	\$156,812	965,033	843,932	150,513	9.7
2009-10	\$192,838	\$34,862	\$157,976	686,127	852,040	147,741	9.8
2010-11	\$197,659	\$35,588	\$162,071	734,085	928,969	204,271	8.7
2011-12	\$201,612	\$36,841	\$164,771	591,909	947,420	202,581	8.8
2012-13	\$205,644	\$39,603	\$166,041	620,450	926,089	197,366	8.2
2013-14	\$102,102	\$69,789	\$32,313	?	?		?
2014-15	-\$94,290	\$94,290	0	?	?		?

Proposal

FORE, the stakeholder group called Friends of Research and Extension, recommends that the Jackson County Research and Extension Center maintain its offices at the current location, and that programs continue in 4-H youth development, natural resources and forestry, family community development (food safety, nutrition and programs for aging) viticulture and horticulture (both urban and commercial agriculture) outreach and applied research. Initially staff support for these programs would be funded by the proposed service district, and would consist of two full-time secretaries, program assistants, summer program aids, and a building/property manager. FORE also recommends that the service district, once established, take over and improve the management and maintenance of the buildings, farm equipment and grounds where it is located on Hanley Road, Central Point, OR.

District Governance

Funds collected by the service district would be used solely in support of the Jackson County Research and Extension Center programs. These include agricultural research activities which provide educational information to the local Extension outreach program, provided under a memorandum of understanding with Oregon State University. County Commissioners would be the service district's governing body.

Proposed Budget

A draft budget for the proposed district's operation is attached as Appendix A. It reflects the anticipated salaries and other payroll expenses (OPE) for the level of staffing described above, and the supplies and services adequate to facilitate the Center's programs as reflected in the needs assessment. The associated supplies and services budget was based on historical expense data. Anticipated needs to be covered by district revenues total \$799,000. The proposed budget would allow SOREC to hire instructional and research staff to meet key local needs, funding for rent and property maintenance. These items have, in the past, been provided by Jackson County and will require SOREC to begin paying for these items should a district be formed.

Summary

OSU, through its Extension and Branch Experiment Station, provides valued non-formal education, applied research, and a wealth of practical information to Jackson County residents. The Jackson County Extension and Research Center has traditionally received a portion of its direct financial support from the County general fund for the past 100 years. To assure that Jackson County Research and Extension Center and its many programs will have stable funding well into the future, and will continue to provide unique educational resources, applied research and support for sustainable agriculture to the citizens, agricultural enterprises and businesses of Jackson County, we recommend that a measure to form this service district be placed on the May, 2014 ballot in Jackson County.

The service district would be funded by a permanent tax rate of up to \$0.05 per \$1,000 of assessed value to provide operating support for the OSU educational and research office in Jackson County, in order to ensure that the Experiment Station and the Extension Service can

continue to serve the citizens of Jackson County. This rate would result in a yearly fee of about \$7.84 for the average home in Jackson County of \$158,800.

BUDGET

Appendix A

Proposed Budget: Jackson County 4-H, Master Gardener, & Agricultural Extension Service District

(not including grant-funded projects & associated personnel)

Projected Requirements	Year 1 (July 1 2014- June 2015)	Year 3 (July 1 2016- June 2017)
Salaries & Other Payroll Expenses		
Secretarial Staff (2 Full-time)	\$ 107,938	\$ 121,279
Half Administration Assistant (Manages all grants)	\$34,250	\$38,483
Part-time Land Steward Coordinator	\$41,851	\$47,024
Part-time Master Gardener Coordinator	\$44,261	\$49,732
4-H Program Assistant (traditional program)	\$53,177	\$59,750
Half Building & Property Manager	\$31,346	\$35,220
Total Salaries & OPE	\$ 312,823	\$ 351,488
Supplies & Services		
Office Supplies	\$8,000	\$8,989
Books & Publications	\$4,000	\$4,494
Office Equipment & Repair	\$10,000	\$11,236
Telephone, Network Connection & Support	\$7,500	\$8,427
Postage	\$4,000	\$4,494
Misc. Contracts, SVC, Fees	\$15,000	\$16,854
Travel & Training	\$24,000	\$26,966
Utilities	\$25,000	\$28,090
Building Maintenance and Janitorial Services	\$94,290	\$105,944
Rent (county land and buildings)	\$200,000	\$224,720
Contracted Services	\$4,000	\$4,494
Annual Audit	\$4,000	\$4,494
District Insurance	\$4,000	\$4,494
4-H Fair	\$20,000	\$22,472
Total Supplies & Services	\$ 423,790	\$ 476,168
Contingency (5%)	\$36,831	\$41,383
Total Projected Requirements	\$773,444	\$869,039
Projected Resources		
Generated Revenues	\$15,469	\$17,381
Tax Revenues Required to Balance	\$757,975	\$851,658
Total Projected Resources	\$773,444	\$869,039
Tax Rate Calculation		
County taxable value	\$16,095,995,926	\$16,440,595,468
Anticipated Compression	\$12,990	\$13,781
Collection Rate	96.00%	98.00%
Total Rate per 1000 assessed value)	0.05	0.05

RESOLUTION NO. _____

**A RESOLUTION OF THE CENTRAL POINT CITY COUNCIL
AUTHORIZING THE COLLECTION OF SIGNATURES FOR THE
FORMATION OF THE JACKSON COUNTY 4-H, MASTER GARDENERS,
AND AGRICULTURAL EXTENSION SERVICE DISTRICT**

RECITALS:

A. The attached PETITION and ORDER TO INITIATE FORMATION OF THE JACKSON COUNTY 4-H, MASTER GARDENERS, AND AGRICULTURAL EXTENSION SERVICE DISTRICT (the "District") moves the Board of Commissioners of Jackson Co., OR, to initiate proceedings to form the District as contemplated by the principal act, ORS 451.010(1)(i).

B. The boundaries of the proposed District are coterminous with those of Jackson Co., OR, including the area of all incorporated cities, subject to their individual approvals, and this City is wholly within such territory.

C. The proposed District will benefit the City and all its territory by meeting the needs of this City's youth, seniors, and families, providing programs and informational services supporting health, wellness, nutrition, horticulture, natural resource utilization and conservation, jobs, and the local agriculture industry.

D. Such PETITION and ORDER are in the proper form and are complete as to content.

The City of Central Point resolves as follows:

The attached PETITION AND ORDER TO INITIATE FORMATION OF THE JACKSON COUNTY 4-H, MASTER GARDENERS, AND AGRICULTURAL EXTENSION SERVICE DISTRICT as contemplated and required by OREGON law and consents to the inclusion of this City's territory in the proposed District.

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

Mayor Hank Williams

ATTEST:

City Recorder

BEFORE THE BOARD OF COMMISSIONERS FOR JACKSON CO., OR

**IN THE MATTER OF INITIATING THE FORMATION OF A COUNTY
SERVICE DISTRICT FOR JACKSON CO., OR**

ORDER FOR FIRST HEARING

The above entitled matter came before the Board this day, which is a day duly set in term for the transaction of public business, with a majority of the board being present.

Whereas it appears to the board that it has been presented with a petition to initiate creation of a county service district under the principal act of ORS 451.010(1)(i) to be called the Jackson County 4-H, MASTER GARDENERS AND AGRICULTURAL EXTENSION DISTRICT (the "District") which is duly and properly executed by the requisite and sufficient number of qualified electors residing or owning real property in the territory to be included in the proposed District and that all other requirements of ORS 198.705-955 and ORS 451.010(1)(i) have been met and satisfied as to form; therefore, the Board initiates the creation of the District as authorized and provided in ORS 198.705-955, including 198.835.

It further appearing that the boundaries of the proposed District are coterminous with those of Jackson Co., OR (the "County") and includes all territory of the county, including all incorporated cities, therein, subject to their individual approvals, and that the resolutions of all such cities as have approved the petition and this order and consented the inclusion of all their territories in the territory of the District are attached; and, it appearing to the Board that the District will have the general powers granted by ORS Ch. 451 (the "Principal Act") and the specific powers granted by ORS 451.550; and, the District will provide agricultural educational and research services per ORS 451.010(1)(l); and it further appearing that this Board will service as the governing body of the District as provided by ORS 451.485; and

the county voters will be asked to establish the District with the authority to levy and collect general property taxes at a permanent maximum tax rate limit of \$.05 per \$1,000 value to create a fund to finance its operations as authorized by ORS 451.547;

THEREFORE, it is hereby ORDERED that [date time and place] is hereby fixed as the date, time and place for the first public hearing on the formation of the District, at which the Board will hear testimony and receive written comments on the formation of the District. The Board will also receive information about the county Extension programs and volunteer efforts; local agricultural, forestry and natural resource research needs; economic feasibility; and, the proposed permanent tax rate limit. The Board shall determine, in accordance with ORS 199.462, whether the county would be benefitted by the formation of the District.

It is further ORDERED that _____(title) shall post written notice of such hearing at the Jackson County Courthouse and at two other public places within Jackson Co., at least 15 days prior to such hearing and continuing for at least 5 successive days. Such notice shall state that the Board has entered this order declaring its intent to initiate formation of the

District, the purposes for which the District is to be formed, the name and boundaries of the proposed District, the time and place of the hearing, and that all interested persons may appear and be heard at such hearing; and

The county _____(Planning Dept, etc) is ORDERED to prepare a legal description and map of the proposed District consistent with the requirements of ORS 308.225, for consideration of the Board of Commissioners.

Dated the ____ day of _____, 2013.

JACKSON CO. BOARD OF COMMISSIONERS

Comm. Don Skundrick

Comm. John Rachor

Comm. Doug Breidenthal

Approved as to form:

County Counsel

PETITION TO FORM THE JACKSON COUNTY 4-H, MASTER GARDENER AND AGRICULTURAL EXTENSION SERVICE DISTRICT (District)

We qualified and registered electors residing in or owning land in the areas of Jackson County, OR, to be included in the proposed District, petition the Board of County Commissioners for Jackson County, OR to initiate proceedings to form and approve the formation of THE **JACKSON COUNTY 4-H, MASTER GARDENER AND AGRICULTURAL EXTENSION SERVICE DISTRICT (District)** to support 4-H, Master Gardener, Research and Extension Service programs, and fund District rent, office operations and education, research and support staff to the extent not covered by other sources. The chief petitioner is John Francis Duggan, 5505 Forrest Creek Rd. (PO Box 524), Jacksonville, OR 97530-0524.

The full text of the initiative is

CAPTION: FORMATION OF EXTENSION SERVICE DISTRICT WITH PERMANENT TAX RATE LIMIT.

QUESTION: Shall the DISTRICT be formed and have a **permanent maximum tax rate limit of \$.05 per \$1,000** of assessed value?

SUMMARY: A "YES" vote favors the formation of The JACKSON COUNTY 4-H, MASTER GARDENER AND AGRICULTURAL EXTENSION SERVICE DISTRICT (District) to help fund the Southern Oregon Research and Extension Center (SOREC). The District shall be governed by the Jackson County Board of Commissioners.

Taxes collected by the District will be used to support SOREC programs, rent, office operations and education, research and support staff to the extent not covered by other sources. Federal and State funds currently pay the salaries of SOREC faculty.

SOREC Programs include:

- **Youth clubs: 4-H; after-school; teen leadership and camp programs;**
- **Adult education fitness and health; Master Gardeners and Plant Clinic; Family Food Education Volunteers; Land Stewards; Exercise and Fitness;**
- **Small Farms and woodlands; Small Woodlands Management; Small Farms Management; Seed Growers; fruit tree and grape crops research; Citizen Fire Academy**
- **And, other programs, including agriculture and natural resources research and education.**

SOREC programs and services are based on local needs and will change in response to changing needs.

1. This petition is made under and pursuant to ORS 451.010 to 451.990 and ORS 198.010 to 198.955.
2. The name and principal act of all affected districts and counties are listed in Exhibit A.
3. The action proposed in this petition is the formation of a Special District, the principal act of which is ORS 451 (County Service Facilities), specifically ORS 451.010 (Agriculture educational extension services). Pursuant to ORS 451.485 the county court shall be the governing body of the special district.
4. The boundaries of the proposed District are coterminous with those of Jackson Co., OR, less the territories of any city which fails to consent to inclusion, and this City is wholly within such territory. The legal description of the proposed district (Jackson County) is shown on Exhibit B, and is depicted on the map attached to that description.
5. The name of the proposed district is the **JACKSON COUNTY 4-H, MASTER GARDENER AND AGRICULTURAL EXTENSION SERVICE DISTRICT**
6. The proposed maximum permanent tax is \$0.05 per thousand dollars assessed valuation.
7. The chief petitioner of the petition is John Francis Duggan, 5505 Forrest Creek Rd. (PO Box 524), Jacksonville, OR 97530-0524. He is a registered voter/elector in Jackson Co., OR.
8. It is proposed that the special district formation be subject to the following terms & conditions:

- The formation of the Special District will be for the purpose of maintaining and operating Oregon State University Extension Service and its associated research activities within Jackson County, Oregon.
- Funds derived for this purpose are only to be used for operation and its associated research activities of Oregon State University Extension Service within Jackson County Oregon.

9. The economic feasibility statement required by ORS 198.749 is Exhibit C.
10. The petitioners have conferred with the incorporated cities within Jackson County in determining the boundaries and lands to be include within the District as indicated by the attached letters, Exhibit D.
11. This Petition consists of counterparts, which contain signatures of electors and/or landowners in the proposed district.
12. The territory to be subject to the petition includes approximately 2808 square miles and is inhabited as those terms are defined in ORS 198.705.
13. The petitioners request that proceedings for the formation of the District proceed.
14. All exhibits and maps referred to in this petition were present, presented to and available to each signatory for inspection and reading at the time of signing.
15. Certification: I am the chief petitioner, have read the foregoing petition, and certify that all the information, therein, is true and correct to the best of my knowledge and belief.

John Francis Duggan, 5505 Forrest Creek Rd.(PO Box 524), Jacksonville, OR 97530-0524.

DATED this _____ day of _____(month), 2013.

I (the signator) have not previously signed a petition sheet for this measure.

(Print) VOTER'S NAME	Reg. Voter?	Address	Co. landowner ("Y"/acres or "N")	Sig./date
1. _____	___	_____	___ ___	_____/____
2. _____	___	_____	___ ___	_____/____
3. _____	___	_____	___ ___	_____/____
4. _____	___	_____	___ ___	_____/____
5. _____	___	_____	___ ___	_____/____
6. _____	___	_____	___ ___	_____/____
7. _____	___	_____	___ ___	_____/____
8. _____	___	_____	___ ___	_____/____
9. _____	___	_____	___ ___	_____/____
10. _____	___	_____	___ ___	_____/____
11. _____	___	_____	___ ___	_____/____
12. _____	___	_____	___ ___	_____/____
13. _____	___	_____	___ ___	_____/____
14. _____	___	_____	___ ___	_____/____
15. _____	___	_____	___ ___	_____/____
16. _____	___	_____	___ ___	_____/____
17. _____	___	_____	___ ___	_____/____

Circulator's certification: I certify that I believe each signatory, hereto, is a qualified resident voter of or owner of land in Jackson County, OR, that every person who signed this sheet did so in my presence, and that I have not and will not receive any compensation based upon the number of signatures obtained for this petition.

sign/date _____ / _____ Print circulator's name & address _____ Sheet # _____

Ordinance

Revisions to the OLCC License Permit Ordinance



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

August 8, 2013

AGENDA ITEM: Second Reading of an Ordinance Amending Section 3.20 Regarding Liquor Licenses

Consideration of an Ordinance to updated the Central Point Municipal Code regarding the Liquor License process.

STAFF SOURCE:

Chris Clayton, City Manager/Deanna Casey, City Recorder

BACKGROUND:

The City's process for approval or denial of an Oregon Liquor Control Commission (OLCC) license was created in 1984. The original code does not include a process for refusal of a license, or an appeal process if a license application is denied by the Council

In updating the code, the fee structure will be removed from the code and adopted by Council Resolution at the second reading. The proposed fee amounts are recommended by the State of Oregon. Furthermore, proposed revisions would subject both initial applicants, and change in ownership applicants to a police department background check. The recommended fees are in line with both the City of Medford and the City of Ashland.

There were no recommended changes at the first reading of this Ordinance on July 25, 2013.

FISCAL IMPACTS:

The City generally receives one or two new applications a year. (\$150 annual increase)

There are currently 21 businesses on the OLCC renewal list for 2013. (\$420 increase in renewal fees)

FINDINGS:

1. CPMC Chapter 3.20 is out dated and needs to be updated with information regarding police department background checks and options for appeals to the Council for denial recommendations.
2. Fees are slowly being removed from the Code book and approved by resolution for easier tracking and updating.
3. The City Recorder approves temporary applications and forwards new applications to appropriate departments as needed for recommendations. Once a recommendation is received for new or change of owner applications, a staff report is prepared for Council consent agenda.

ATTACHMENTS:

Ordinance Amending Chapter 3.20 regarding Liquor Licenses.

RECOMMENDATION:

Approve an Ordinance Amending Chapter 3.20 regarding Liquor Licenses.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3.20
REGARDING LIQUOR LICENSES

Recitals: Words ~~lined through~~ are to be deleted and words **in bold** are added.

- A. The purpose of this chapter is to establish the principal criteria which shall be considered by the city council in making recommendations to the Oregon Liquor Control Commission (O.L.C.C.) concerning the granting, denying, modifying or renewing of all liquor licenses within the city; and to establish fees and a process, pursuant to ORS 471.210(4) to be utilized for the investigation of such license applications.
- B. The city has been removing all established fees from the municipal code book and setting them by council resolution. This Ordinance removes the Liquor License Fee from the Municipal Code.

THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS:

Section 1. Chapter 3.20 Liquor Licenses of the Central Point Municipal Code is amended to read:

Chapter 3.20
Liquor Licenses

Sections:

- 3.20.010 Application
- 3.20.020 Recommendation for approval of license.
- 3.20.030 Recommendation for refusal of license
- 3.20.040 Fees
- 3.20.050 Temporary License**
- 3.20.055 Appeal Process**

3.20.010 Application

Any person, firm or corporation requesting a liquor license through the Oregon Liquor Control Commission (OLCC) shall present the completed license application forms prescribed by the state. An OLCC Personal History form shall be completed for each person named on the all initial and new ownership license applications.

All initial and **change of ownership** ~~renewal~~ applications for a liquor license submitted to the city shall be reviewed **by the city council** and a

recommendation for approval or denial forwarded to the Oregon Liquor Control Commission.

All new and change of ownership applications will be reviewed by the Police Department and other departments as needed. Upon recommendation from those departments the city recorder will prepare a report for city council review. All initial and change in ownership applications will be subject to a back ground check.

3.20.020 Recommendation for approval of license.

Recommendations for approval of an initial or change in ownership liquor license shall be made by the city council. Once an initial or change in ownership application has been approved by the city council, the approval shall remain in effect until such time that it is revoked by the city council.

If the city council recommends approval of the ~~Upon an~~ application and the payment of the fee hereinafter required **has been paid for renewal, the city recorder is authorized to certify to the Oregon Liquor Control Commission the ~~continued~~ approval of the applicant. (Ord. 1509 §1(part), 1984).**

3.20.030 Recommendation for refusal of license.

The council may make an unfavorable or conditionally favorable recommendation to the OLCC on an application if any of the following apply:

- 1. The applicant has a record of violations of state alcoholic liquor law;**
- 2. The applicant has a record of use of controlled substances or excessive use of alcoholic beverages;**
- 3. The applicant has a record of violations of criminal law or ordinances connected in time, place and manner with a liquor establishment or which demonstrate a disregard for law;**
- 4. The applicant has maintained or allowed to exist an establishment which creates or is a public nuisance, or other violation of the city ordinances or federal or state law, which causes, permits or suffers disorderly or violent acts, litter, noise, vandalism, vehicular or pedestrian traffic congestion, or other locational problems, in the proximity of such establishment;**

Pg. 2 Ordinance No. _____ (___/___/___)

5. The applicant has not maintained the premises in accordance with the building, fire and life safety codes of the city and the state;
6. The applicant seeks licensing of premises which would not be consistent with city land use designations;
7. The applicant has demonstrated an unwillingness or inability to cooperate with the city or neighbors to resolve driving under the influence of liquor concerns or community disputes related to a licensed establishment; or
8. There is any other specific reason consistent with the purposes of these provisions which the city council concludes warrants an adverse recommendation to the OLCC based upon public health, safety, welfare, convenience or necessity.

If the city manager council makes a preliminary determination that a request for a liquor license should not be approved, the applicant shall be provided an opportunity for **public** hearing before the city council. After such hearing, the city council may recommend to approve or refuse the application. A recommendation to refuse a license shall include reasonable grounds for such recommendation.

3.20.040 Fees.

A fee shall be paid to the city at such time that an applicant submits a request for a license recommendation. ~~as follows:~~ **Fees for such services shall be established by resolution of the city council.**

- ~~A. An initial license, twenty-five dollars;~~
- ~~B. A change in ownership license, twenty-five dollars;~~
- ~~C. A renewal or temporary license, fifteen dollars.~~ (Ord. 1509 §1(part), 1984).

3.20.050 Temporary license.

The city recorder is authorized to approve applications for temporary OLCC licenses such as special events, special beer and special wine licenses. Such applications may be processed administratively after the fee established by the council has been paid. The city recorder may make an unfavorable recommendation to the OLCC if any of the criteria located in CPMC 3.20.030 is determined to exist in regards to the application.

3.20.055 Appeal Process

In the event the council or city recorder issues a recommendation of denial to OLCC, the applicant shall first be notified in writing. The notification shall include the reason(s) for denial. An appeal before the city council

Pg. 3 Ordinance No. _____ (___/___/___)

must be requested in writing to the city manager within 10 days of receiving the notice. The applicant shall have the right to be heard and to present witnesses and evidence to refute the reasons given for the denial.

Section 2. This ordinance will be effective 30 days after the second reading by the city council.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 4 Ordinance No. _____ (___/___/___)

Ordinance

Deleting Chapter 3.04 Punchboard Tax



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

August 8, 2013

AGENDA ITEM: Second Reading of an Ordinance Deleting Chapter 3.04 Punchboard Tax

Consideration of an Ordinance to Delete Chapter 3.04 regarding a Punchboard Tax in the City of Central Point.

STAFF SOURCE:

Chris Clayton, City Manager/Deanna Casey, City Recorder

BACKGROUND:

CPMC Chapter 3.04 regarding a Punchboard Tax is obsolete and was discontinued when the Oregon State Legislature approved the state wide lottery system in 1984.

There were no recommended changes at the first reading of this Ordinance on July 25, 2013.

FISCAL IMPACTS:

There are no fiscal impacts to the city by deleting this chapter from the Central Point Municipal Code. We currently do not collect this tax because punchboards are obsolete.

ATTACHMENTS:

Ordinance Deleting Chapter 3.04 Punchboard Tax of the Central Point Municipal Code

RECOMMENDATION:

Approve an Ordinance Deleting Chapter 3.04 Punchboard Tax of the Central Point Municipal Code.

ORDINANCE NO. _____

AN ORDINANCE DELETING CHAPTER 3.04 PUNCHBOARD TAX OF
THE CENTRAL POINT MUNICIPAL CODE

Recitals:

A. Chapter 3.04 of the Central Point Municipal Code was created in 1948 to regulate the growing popularity of the use of Punchboards.

B. "Punchboards" in relation to this Ordinance are out dated and no longer used or monitored by the city for taxing or regulating purposes.

C. 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 3.04 of the Central Point Municipal Code is deleted in its entirety:

Chapter 3.04
PUNCHBOARD TAX

Sections:

~~3.04.010—Definitions.~~

~~3.04.020—Punchboard wholesalers' tax.~~

~~3.04.030—Operator's tax.~~

~~3.04.040—Tax year designated.~~

~~3.04.050—Unlawful acts.~~

~~3.04.060—Tax receipt—Issuance and display.~~

~~3.04.070—Tax payment not authorization.~~

~~3.04.080—Play by minor prohibited.~~

~~3.04.090—Use without tax payment prohibited.~~

3.04.010 Definitions.

~~As the terms are used in this chapter:~~

~~A. "Operator" means any person, partnership, firm or corporation who or which shall at or in any premises within the city have in his or its possession or under its control any punchboard for the purpose of permitting the same to be played or operated by any person.~~

~~B. "Punchboards" means all boards, question and answer boards, trade stimulators or other devices from or upon which for a consideration, any person~~

~~is permitted to select by punching, tearing off a seal or otherwise, a number, name, question or problem which entitles such person, if answered or solved, to receive money, merchandise or other prize or reward by reason of the player's knowledge or ability; and which such board, question and answer board, trade stimulator or other device is not prohibited by or in violation of or operated or played or permitted to be operated or played in any manner contrary to or in violation of the laws of the state relating to lotteries or gambling.~~

~~C. "Punchboard wholesalers" means all persons, partnerships, firms and corporations who shall within the city sell or offer to sell any punchboard. (Ord. 272 §1, 1948).~~

~~3.04.020 Punchboard wholesalers' tax.~~

~~A tax is levied on all punchboard wholesalers as follows:~~

~~A. Upon all punchboard wholesalers only selling boards upon which the prize or reward for selecting punches or otherwise is paid solely in merchandise (herein called merchandise boards) and the cost of any selection does not exceed ten cents, fifteen dollars annually;~~

~~B. Upon all punchboard wholesalers selling punchboards upon which the prize or reward for selecting punches or otherwise is paid other than in merchandise or both, three hundred dollars annually;~~

~~C. In addition to the taxes above levied, a tax is levied on each punchboard wholesaler for each punchboard sold by any such wholesaler as follows:~~

~~1. Merchandise boards, one dollar and fifty cents each;~~

~~2. Punchboards other than merchandise boards:~~

~~a. Where the price per punch does not exceed ten cents, two dollars and fifty cents each.~~

~~b. Where the price per punch or choice exceeds ten cents, three dollars and fifty cents each. (Ord. 272 §2, 1948).~~

~~3.04.030 Operator's tax.~~

~~There is levied upon each operator as herein defined an annual tax in the sum of twenty dollars. (Ord. 1391 §2, 1980; Ord. 272 §3, 1948).~~

Pg. 2 Ordinance No. _____ (__/__/__)

3.04.040 Tax year designated.

~~Annual tax hereinbefore referred to means the tax year commencing on July 1st in each year and ending at midnight on June 30th of the following year. (Ord. 272 §4, 1948).~~

3.04.050 Unlawful acts.

~~A. It is unlawful for any person, partnership, firm, or corporation to sell or offer to sell at wholesale any punchboard unless and except such person, partnership, firm or corporation has paid the annual tax herein provided for and the additional tax herein provided to be paid upon and for each punchboard sold as hereinbefore set forth.~~

~~B. It is unlawful for any person, partnership, firm or corporation to have in its or his possession within the city any punchboard for play or selection therefrom by any person unless and except such person, partnership, firm or corporation has paid the annual operator's tax herein provided for and the tax on such punchboard has been paid and the receipt of the city therefor attached or affixed on such board. (Ord. 272 §5, 1948).~~

3.04.060 Tax receipt--issuance and display.

~~A. The annual tax or operators and punchboard wholesalers shall be paid to the recorder of the city and a receipt therefor issued which shall state the tax year for which such receipt is issued, to whom it is issued and the location of the taxpayer, and such receipt shall be displayed in a conspicuous place at the place of business of the taxpayer.~~

~~B. Wholesalers' additional taxes on punchboards shall be paid to the recorder, and his receipt therefor affixed on each punchboard for which a tax is paid. (Ord. 272 §6, 1948).~~

3.04.070 Tax payment not authorization.

~~The payment of any tax herein provided for shall not be deemed to or construed to be the permission or license of the city or any of its officers to any person to have, sell, or offer for play or selection or permit to be played any punchboard prohibited by the laws of the state or ordinances of the city or which is contrary to or in violation thereof, or permit, license or authorize the use or play of any punchboard in any unlawful or prohibited manner. (Ord. 272 §7, 1948).~~

3.04.080 Play by minor prohibited.

~~It is unlawful for any operator to permit any minor to select any punch or chance on any punchboard under his control. (Ord. 272 §8, 1948).~~

~~3.04.090 Use without tax payment prohibited.~~

~~It is unlawful for any person as agent or employee of any person, partnership, firm or corporation to have in his custody or possession or to sell or offer to sell or permit any person to play or select punches on any punchboard at any premises or for any business for which a tax is herein required to be paid, unless and except the appropriate tax or taxes are paid therefor as herein provided. (Ord. 272 §10, 1948).~~

Section 3. This ordinance will be effective 30 days after the second reading by the City Council.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 4 Ordinance No. _____ (__/__/__)

Ordinance

Deleting Chapter 3.08 Entertainment Device Tax



ADMINISTRATION DEPARTMENT

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**STAFF REPORT
August 8, 2013**

AGENDA ITEM: Second Reading of an Ordinance Deleting Chapter 3.08 Entertainment Device Tax

Consideration of an Ordinance to Delete Chapter 3.08 Entertainment Device Tax.

STAFF SOURCE:

Chris Clayton, City Manager/Deanna Casey, City Recorder

BACKGROUND:

Chapter 3.08 of the Central Point Municipal Code historically regulated and taxed the use of “Entertainment Devices” within the City of Central Point.

The City does not currently collect this tax. Furthermore, once the Oregon State Legislature approved the implementation, regulation, and taxation, of the Oregon Lottery system in 1984, this section of code became irrelevant and obsolete.

There were no recommended changes at the first reading of this Ordinance on July 25, 2013.

FISCAL IMPACTS:

There are no fiscal impacts to the city by deleting this chapter from the Central Point Municipal Code. We currently do not collect the tax associated with this section of municipal code.

ATTACHMENTS:

Ordinance Deleting Chapter 3.08 Entertainment Device Tax of the Central Point Municipal Code

RECOMMENDATION:

Approve Ordinance Deleting Chapter 3.08 Entertainment Device Tax of the Central Point Municipal Code.

ORDINANCE NO. _____

AN ORDINANCE DELETING CHAPTER 3.08 ENTERTAINMENT
DEVICE TAX OF
THE CENTRAL POINT MUNICIPAL CODE

Recitals:

A. Chapter 3.08 of the Central Point Municipal Code was created in 1989 to regulate the growing popularity of the use of entertainment devices.

B. "Entertainment Device" in relation to this Ordinance is in regards to coin operated mechanical, electronic devices which are designated for the amusement of the player or operator. This chapter covers amusement devices, music devices and entertainment devices.

C. The city no longer requires the registration of entertainment devices for the purpose of an Entertainment Device Tax.

C. 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 3.08 of the Central Point Municipal Code is deleted in its entirety:

~~Chapter 3.08~~
~~ENTERTAINMENT DEVICE TAX¹~~

Sections:

~~[3.08.010](#) Definitions.~~

~~[3.08.020](#) Entertainment device tax.~~

~~[3.08.030](#) Display or operation without securing tax sticker.~~

~~[3.08.040](#) Tax sticker duration.~~

~~[3.08.050](#) Issuance of tax sticker.~~

~~[3.08.060](#) Posting of tax sticker.~~

~~[3.08.070](#) Transfer or assignment of tax sticker.~~

~~[3.08.080](#) Penalties.~~

~~3.08.010 Definitions.~~

~~A. Entertainment Device.~~

~~1. "Amusement device" means a coin or token operated mechanical, electronic, mechanical-electronic or nonmechanical device which is~~

~~designed for the amusement of the player or operator and is complete in itself, having as its purpose the production or creation of a game of skill, amusement, entertainment, or test of strength, whether or not any motivating force involved is furnished by the player or the device.~~

~~2. "Music device" means any and all devices which render, cause to sound or release music or provide visual entertainment where the same may be heard or seen by one or more public patrons. Any separate loudspeaker, phonograph, juke box or television outlet from which such music or visual picture emits shall be construed to be a separate "music device" as herein defined; except where the music or visual picture emits from more than one speaker or outlet transmitting from the same mechanism, the several outlets or speakers in each place of business shall be collectively considered one such "music device."~~

~~3. "Entertainment device" shall not include devices used exclusively for the purpose of selling tangible personal property, such as cold drinks, tobacco products, candies, postage stamps, or other merchandise; or services such as pay telephones, parking meters, money change machines, gas and electric meters, and other distribution of public service.~~

~~B. "Display or operate" means the display of any entertainment device for use by the public or the operation by the public of such device and shall include those entertainment devices which are displayed or operated by or for the use of members of any private club, lodge, fraternal society or other like organization whose membership is limited to a portion of the public. (Ord. 1619(part), 1989).~~

~~3.08.020 Entertainment device tax.~~

~~A. There is hereby imposed on entertainment devices taxed under this chapter an annual tax as follows:~~

~~1. Amusement devices as defined hereinabove shall pay an annual tax of fifty dollars.~~

~~2. Music devices as defined hereinabove shall pay an annual tax of twenty-five dollars.~~

~~B. The tax herein imposed shall be for each device tax year, from October 1st through September 30th of each year, but may be prorated on a quarterly basis, which quarterly periods shall begin on the first day of October, January, April, and July of each year. An application received during any quarter shall be required to pay the tax only from the beginning of said quarter to the end of the~~

~~Pg. 2 Ordinance No. _____ (__/__/__)~~

~~device tax year. There shall be no refund of any tax for discontinuation of use during a device tax year. (Ord. 1777 §1, 1997; Ord. 1619 (part), 1989).~~

~~3.08.030 Display or operation without securing tax sticker.~~

~~A. No person shall display or operate any entertainment device without first obtaining an entertainment device tax sticker for each device on the premises; provided, however, that such stickers shall be transferable to any replacement machine.~~

~~B. If the premises upon which such devices are located are owned and managed by a corporation, it shall be the responsibility of the person managing the local business to obtain the tax sticker; in other cases, it shall be the responsibility of the owner to do so. (Ord. 1619 (part), 1989).~~

~~3.08.040 Tax sticker duration.~~

~~A tax sticker shall be valid from the date of issuance to the following June 30th. (Ord. 1619 (part), 1989).~~

~~3.08.050 Issuance of tax sticker.~~

~~A. Upon receipt of the annual tax for each machine to be displayed or operated, the city manager shall issue an entertainment device tax sticker for each device for which the tax has been paid.~~

~~B. In the event the manager or owner of premises upon which entertainment devices are displayed or operated desires to increase the total number of devices on the premises, the city manager shall issue additional tax stickers covering the additional numbers of devices upon receipt of the additional tax due for said devices. (Ord. 1969 §1, 2013; Ord. 1619 (part), 1989).~~

~~3.08.060 Posting of tax sticker.~~

~~At all times after the issuance of a tax sticker, the tax sticker shall be affixed to the current city business license which shall be posted in a conspicuous place and available for inspection by officers and employees of the city. (Ord. 1619 (part), 1989).~~

~~3.08.070 Transfer or assignment of tax sticker.~~

~~The tax sticker issued hereunder may be transferred or assigned to a new owner or operator upon satisfactory evidence that the business license for the operation of said business has been similarly transferred. (Ord. 1619(part), 1989).~~

~~3.08.080 Penalties.~~

Pg. 3 Ordinance No. _____ (__/__/__)

~~Any person violating any provision of this chapter shall, upon conviction, be punishable in accordance with the general penalty ordinances of the city. (Ord. 1619(part), 1989).~~

Section 2. This ordinance will be effective 30 days after the second reading by the City Council.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 4 Ordinance No. _____ (___/___/___)

Resolution

Setting OLCC Application Fees



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

August 8, 2013

AGENDA ITEM: Resolution to Adopt Revised OLCC Application Fees for the City of Central Point

Consideration of a Resolution setting OLCC application fees for the City of Central Point.

STAFF SOURCE:

Chris Clayton, City Manager/Deanna Casey, City Recorder

BACKGROUND:

Recent modifications to sections of the Central Point Municipal Code associated with the City's Oregon Liquor Control Commission (OLCC) application process have included removal of the ordinance based fee structure. More specifically, the council will need to consider a new/updated fee structure via resolution. Adopting fee structures via resolution versus embedding them directly in ordinances has allowed the council more flexibility in making necessary changes.

The following proposed fee amounts are recommended by the State of Oregon. Furthermore, the proposed fees recover the cost of administrative time and background checks provided by the Police Department. Annual renewals and temporary license applications are currently reviewed and, unless there have been issues/concerns associated with a particular license, approved by the city recorder. The recommended fees are consistent with both the City of Medford and the City of Ashland.

The recommended fee structure is:

<u>Application type:</u>	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Initial License	\$25.00	\$100.00
Change in Ownership	\$25.00	\$75.00
Annual Renewal	\$15.00	\$35.00
Temporary License	\$15.00	\$10.00

FISCAL IMPACTS:

The City generally receives one or two new applications a year. (\$150 annual increase)

There are currently 21 businesses on the OLCC renewal list for 2013. (\$420 increase in renewal fees)

FINDINGS:

1. Fee structures are being systematically removed from the Code book and approved by resolution for more convenient tracking and updating.

ATTACHMENTS:

Resolution to Adopt OLCC Application Fees for the City of Central Point.

RECOMMENDATION:

Move to Second Reading an Ordinance Amending Chapter 3.20 regarding Liquor Licenses.

RESOLUTION NO. _____

A RESOLUTION TO ADOPT OREGON LIQUOR CONTROL COMMISSION (OLCC) APPLICATION FEES FOR THE CITY OF CENTRAL POINT

RECITALS:

- A. Currently the fees charged for OLCC Applications in the City of Central Point are below the recommended fee for the State of Oregon and our Region.
- B. The City Recorder has researched the current fees for the City of Medford and the City of Ashland along with other cities within the state and recommends increasing these fees.
- D. The increase will be in line with the recommended fee from the State of Oregon.
- E. Staff felt this was the right time of year to adopt the new fees because the new renewal fees will not be collected until next July.

The City of Central Point resolves as follows:

Section 1. The new Oregon Liquor Control Commission application fees will be increased as follows:

Application:	Current Fee:	Proposed Fee:
Initial License	\$25.00	\$100.00
Change in Ownership license	\$25.00	\$75.00
Renewal License	\$15.00	\$35.00
Temporary License	\$15.00	\$10.00

Section 2. This new fee schedule will become effective on September 9, 2013.

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

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Ratifying the Police Bargaining Unit Agreement



STAFF REPORT

August 8, 2013

AGENDA ITEM: Police Collective Bargaining Agreement Ratification

Consideration of Resolution No. _____ Ratifying the Police Collective Bargaining Agreement

STAFF SOURCE: Barbara Robson, Human Resources Director

BACKGROUND/HISTORY:

HISTORY: On July 18, 2013 the City and Police bargaining teams tentatively agreed to a 3-year successor collective bargaining agreement. The agreement requires ratification by both parties. The bargaining unit ratified the agreement on July 31, 2013.

PROPOSAL: It is proposed that the Council ratify the bargained agreement. The negotiated agreement consists of a 3 year contract with a 1.6% cost of living adjustment being applied to the pay scale retroactive to July 1, 2013, the addition of a “Step F” effective July 1, 2014, and adjusting the pay scale by 0-4% effective July 1, 2015, based on the Jan ‘14 – Jan ‘15 U.S. All Cities CPI-U. Other changes to the bargaining agreement include language clarification such as identifying positions that are excluded from this bargaining unit, clarifying management’s prerogative to assign shifts for promotional probationary employees, allowing management more latitude in shift configurations, tightening up leave bank cap language, and splitting bereavement leave from sick leave and redefining use of sick leave. Also, detective and school resource officer assignments were removed from the classification list since they are assignments and not separate classifications, new language was added to address how pay changes are applied for different job change scenarios, the detective on call pay was changed from a pay rate basis to a flat dollar amount, and management’s discretion on the granting of all step increases was clearly codified in the contract language.

FISCAL IMPACT: The annual cost of a 1.6% pay increase on the current pay scale is \$15,720. The cost of adding a Step F to the pay scale on July 1, 2014 is unknown, as the number of employees who will actually advance to Step F is unknown at this time. Step F will be 5% above the amount of Step E. Step A through E amounts will not change in 2014. In the 3rd year of the agreement the cost is unknown, but will not exceed a 4% increase to the pay scale.

RECOMMENDATION:

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

ATTACHMENTS: TA’d 2013-2016 Police Collective Bargaining Agreement

RESOLUTION NO. _____

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

RECITALS:

1. The City of Central Point has a fundamental interest in the development of harmonious and cooperative relationships between the City and its employees; and
2. The City recognizes the rights of public employees to organize; and
3. The City recognizes and accepts that the principle and procedure of collective bargaining can alleviate various forms of strife and unrest; and
4. ORS 243 "Collective Bargaining" defines and outlines the policies involved in collective bargaining between public entities and public employers; and
5. The police collective bargaining agreement expired June 30, 2013;

The City of Central Point resolves as follows:

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

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

Mayor Hank Williams

ATTEST:

City Recorder

CITY OF CENTRAL POINT (POLICE)

AND

TEAMSTERS LOCAL UNION NO. 223

COLLECTIVE BARGAINING AGREEMENT

July 1, 2013 – June 30, 2016

-- DRAFT --

revised CBA with all

TA'd changes from 2013 bargaining

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

PREAMBLE

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

ARTICLE I – RECOGNITION

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

1.2 **Bargaining Unit Classifications.** The bargaining unit covers the classifications of Police Detective, Police School Resource Officer (SRO), Master Police Officer, Police Officer, Community Services Officer, and Police Support Specialist.

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

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

ARTICLE II - MANAGEMENT RIGHTS

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

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

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

- k. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the City.

ARTICLE III - MAINTENANCE OF STANDARDS

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

ARTICLE IV - UNION SECURITY

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

4.2 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share" Agreement and the City shall deduct from the first pay check of each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

4.3 Religious Objection. An employee who is a member of a church or a religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The City shall deduct from the first pay check of the employee, each month, the payments to such charitable organization and remit the same to the charitable organization within ten (10) days after the deduction is made. Upon request, the City shall supply proof to the Union, each month, that this has been done.

4.4 Hold Harmless. The Union agrees to indemnify and hold harmless the City and its agents for any loss or damage arising from the deductions in 4.1, 4.2 and 4.3. No claims shall be filed by employees or the Union for such deductions made or not made.

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

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

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

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

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

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

ARTICLE V - UNION BUSINESS

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

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

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

ARTICLE VI - NON-DISCRIMINATION

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

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

ARTICLE VII - PERSONNEL FILE

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

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

7.3 Viewing of Files. Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of employment with the City.

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

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

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

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

ARTICLE VIII - PROBATION

8.1 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period. Sworn employees shall serve a probationary period that starts the date of hire and extends for 12 months beyond successful completion of the Department's field training program. Non-sworn employees shall serve a probationary period of twelve (12) months from the date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason.

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

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

ARTICLE IX- SENIORITY

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

1. Quits
2. Is discharged
3. Is laid off and fails to respond to written notice as provided in Article 10, Section 2
4. Is laid off for a period of time greater than twenty -four (24) months, or a period of time equal to his/her bargaining unit seniority, whichever is shorter
5. Accepts a position outside of the bargaining unit, except as provided for in Section 9.4
6. Fails to report to work at the termination of an extended leave of absence
7. While on leave of absence accepts employment without permission
8. Is retired

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

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

9.3.1 Layoff and Recall. If employees in the same classification are being considered for layoff or recall, job classification seniority shall govern. Probationary employees are not eligible for layoff status and will be released from employment before non-probationary bargaining unit employees are considered for layoff. Employees in higher classifications may bump down into a lower job classification within the same bargaining unit based upon their total bargaining unit seniority. Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification in the same bargaining unit, provided that the bumping employee possesses the necessary qualifications, knowledge, skill and ability to perform the work within the classification. An employee exercising the right to bump shall displace the employee in the classification with the least amount of bargaining unit seniority. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period, at which time their pay rate shall be adjusted to the step in the new classification range closest to, but not more than, their former pay rate.

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

9.3.2 Shift Bidding. Shift selection shall be by job classification seniority with each Police Officer and Master Police Officer having to bid/work at least one day shift and one night shift per year. Day shift shall refer to a work shift that begins between 3:01 am and 3:30 pm and night shift shall refer to a work shift that begins between 3:01 pm and 3:00 am. Except as provided for in Section 8.3, probationary police employees may be assigned work shifts, work_schedules, starting times and days off at the discretion of the City. To the extent possible, shift bidding will occur in the month of November for three (3) four-month rotations during the following calendar year.

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

ARTICLE X - LAYOFF AND RECALL

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

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

ARTICLE XI - HOURS OF WORK AND OVERTIME

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

11.2 Workday. The workday shall consist of an 8-hour day or a 10-hour day within a 24-hour period including rest breaks, briefing and training periods. The 24-hour period will begin at the start of the employee's workday and end 24 hours later. Employees shall not be scheduled to work with less than 8 hours between shifts unless an emergency exists.

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

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

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

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

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

11.6 Overtime. All overtime must be approved in advance.

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

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

11.7 Compensatory Time. An employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any overtime worked, provided the employee has not reached the maximum accrual amount. Comp-time shall accrue at a rate of one and one half times the overtime hours actually worked, to a maximum comp-time accrual of 80 hours. Accrual balances shall reflect the number of hours available to the employee. At the City's option, at the end of the fiscal year, or prior to an employee changing job classifications, comp-time balances may be paid off, at the employee's straight-time hourly rate. Comp-time shall be taken off at times mutually agreed upon, subject to the operating needs of the department, and scheduled off in the same manner as vacation and holiday time.

11.8 Call Back. Employees called back to work, or for scheduled Court time, shall receive overtime pay for the time for which they are called back. If called back, the employee shall be

credited with not less than two (2) hours on a scheduled work day and four (4) hours on a scheduled day off. Call back time resulting in overtime as defined in Article 11.6 shall be compensated at time and one-half and may be compensated as overtime pay or comp-time in lieu of overtime pay. This section does not apply to scheduled overtime, or time annexed at the beginning or end of the work shift. If, at the end of the shift, an employee has departed the City's premises for less than one hour before being called back, the time shall be considered hold over time, and shall be compensated as overtime in accordance with Article 11.6 and 11.7, but not considered call back time.

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

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

11.10 Rest Periods.

11.10.1 Non-Sworn Positions. A paid rest period of 15 minutes shall be permitted for non-sworn personnel during each half shift (one break for each four-hour segment) which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and needs of the City. Employees may, with supervisor approval, schedule their rest periods consecutively with their meal period.

11.10.2 Sworn Positions. Sworn police officers working an 8, 10 or 12 hour work schedule shall be permitted a paid rest period of 15 minutes during each four-hour segment of their work shift, to the extent consistent with public safety considerations and the operational requirements of the City.

11.11 Meal Periods.

11.11.1 Non-sworn positions. All non-sworn employees shall be granted an unpaid meal period of at least 30 minutes during each work shift of more than 6 consecutive

hours. To the extent consistent with the operational requirements of the City, each meal period shall be scheduled in the middle of the employee's work shift, or as near thereto as possible. Meal periods cannot be taken at the beginning or end of a work day to shorten the workday.

11.11.2 Sworn Positions. Sworn Police officers shall be permitted a paid 30-minute meal period during each scheduled work shift. Sworn employees shall be required to be available to respond to emergency calls for service during their paid meal break; however, to the extent possible, every attempt shall be made to allow an uninterrupted meal break.

11.12 Detective On-Call. Sworn police officers assigned as detectives may be required to respond to after-hours calls. An on call list shall be established to schedule these officers for on call status. The on call rotation schedule shall be designed such that each detective shall be designated as the on call detective for one-half (1/2) month. The on call detective shall be required to carry a cell phone during non-work hours for the duration of on call status for the purpose of being called to work during such non work times. The on call detective shall be required to remain within a 30-minute response time to the Central Point Police Department and shall remain intoxicant-free for the duration of the on call period.

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

11.12.1 On-Call Compensation. An employee required to respond to an afterhours callout while on call shall be compensated in accordance with Article 11.7, Call Back. In addition to any compensation for actual hours worked in response to calls while on call, an employee shall receive \$300.00 for each one-half (1/2) month rotation of on call status. At the employee's option, and provided the employee is not at or near the maximum accrual of comp-time, vacation and/or holiday bank hours, the employee may elect to receive 10 hours of time off in lieu of on-call pay. It shall be the responsibility of the on call detectives to trade or adjust shifts as necessary. No adjustment to compensation shall be made for such adjustments.

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

ARTICLE XII – COMPENSATION

12.1 Pay Schedule. Appendix A, attached hereto, and by this reference incorporated into and made part of this Agreement, shall become the effective pay schedule as indicated thereon through June 30, 2016.

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

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

12.2 Pay Periods. Employees shall be paid on the regularly established pay dates each month. Pay days shall be the last working day prior to the established pay dates, when those days fall on a weekend or holiday.

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

12.3.1 Step F. Effective July 1, 2014, the pay scale in Appendix A will be revised to add a Step F. The amount designated for Step F shall be 5% more than Step E.

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

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

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

12.4.2 Change to a Lower Grade.

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

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

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

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

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

ARTICLE XIII - INCENTIVE PAY

13.1 DPSST Certification. Sworn bargaining unit employees shall be eligible for incentive pay for DPSST certification. DPSST Certification incentive pay shall be paid as a dollar amount added to the base pay with \$145 per month additional pay for a DPSST Intermediate Certificate. This incentive shall be increased to a total of \$290 per month additional pay for a DPSST Advanced Certificate. Certification incentive pay shall be paid at one level or the other, not a combination of both. Certifications will be effective as of the date on the printed certificate, or on the date the certificate is received in Human Resources if the date on the certificate is prior to eligibility for certification or more than 30 days separates the date on the certificate and the date received in HR. Certification pay shall begin on the first day of the first full pay period following the effective date of the certification.

13.2 Educational Incentive. Bargaining unit employees shall receive additional compensation added to the base pay for college degrees earned from a regionally accredited institution, as specified in the table below. An official transcript verifying the degree must be provided before educational incentive pay will be granted. Incentive pay for education shall be limited to possession of the degree. Education incentive shall be paid for only one degree at any given time, regardless of how many degrees an employee possesses. Payment for possession of such degree shall begin on the first day of the first full pay period following the date the degree was conferred as specified on the official transcript, or the date the official transcript is received in Human Resources if the date on the transcript is prior to eligibility for degree pay or more than 60 days separates the date on the transcript and the date received in HR.

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

13.3 Bilingual/Sign Language Pay. Employees who are determined to be fluent in speaking Spanish or competent in sign language, as certified by an instructor approved by the City, shall receive an additional \$150 per month added to the base pay. Employees qualifying for bilingual/sign language pay must provide certification to Human Resources annually, in writing, in order to continue receiving the incentive. Failure to provide written certification prior to the expiration of one year from the date of initial certification shall result in forfeiture of the incentive until such certification is provided. If certification is provided following a lapse in time, the incentive shall resume on the next paycheck after receipt of certification, provided such certification is received prior to the last working day of the pay period prior to the next pay date.

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

ARTICLE XIV – SPECIAL ASSIGNMENTS and COLLATERAL DUTIES

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

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

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

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

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

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

14.5.1 Officer in Charge. For every hour or portion thereof, but in not less than quarter-hour segments, when a police officer serves in the capacity of Officer in Charge in the absence of the duty Lieutenant or Master Police Officer, and with the express

authorization of the Chief of Police, Captain, or authorized designee thereof, the officer shall receive five percent (5%) additional compensation on their pay rate for such time as s/he actually serves as the Officer in Charge. The pay rate shall be calculated as follows: the (acting) officer's hourly base pay according to the current pay scale, plus any incentive pay, plus any assignment pay multipliers, multiplied by five percent (5%). This section does not apply to Master Police Officers.

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

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

ARTICLE XV - UNIFORMS

15.1 Uniforms. Uniforms, including approved footwear (as needed) and other protective clothing or safety wear, including duty belts and associated equipment, and weapons required for a police officer by law or by the City or required for other bargaining unit members by law or by the City, shall be provided by the City. Employees thus provided shall wear such uniforms, protective clothing, equipment, and safety wear in the manner required by law or by the City. No employee shall wear or use any such uniform, footwear, protective clothing or safety wear provided by the City save and except on the job.

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

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

ARTICLE XVI - EXPENSE REIMBURSEMENT

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

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

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

- a. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the department head.
- b. Travel on official business outside the City by a single individual shall normally be via public carrier or City-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the current IRS rate. This rate is all inclusive and

covers all travel expenses including vehicle, fuel, parking, insurance and maintenance expenses of the vehicle.

- c. If more than one City employee is traveling to the same location, the most economical mode of travel should be used, including ride sharing and vehicle rental.

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

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

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

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

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

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

16.3 Fitness. The City will reimburse employees up to twenty-five dollars (\$25.00) per month toward membership in a recognized fitness club. Employees will be reimbursed through payroll provided they submit itemized receipts for club membership within 6 months.

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

ARTICLE XVII – VACATION

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

<u>Service Time</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
0 – 5 Years	6 2/3 Hours	80 Hours	160 hours
5 – 10 Years	10 Hours	120 Hours	240 hours
10 – 15 Years	13 1/3 Hours	160 Hours	320 hours
15+ Years	16 2/3 Hours	200 Hours	400 hours

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

17.2 Accrual Limitations. The purpose of vacation accrual is to provide employees with paid time away from work and is not intended to accrue to unreasonable levels. Vacation leave may accrue to a maximum of two times the annual accrual amount. Employees are responsible for the management of their leave banks. If an employee's vacation bank balance reaches the maximum accrual cap, the employee shall not accrue any additional vacation leave until such time as the balance is below the cap. The one, and only, exception to the above is when an employee has submitted a proper and timely request to use vacation in an amount of at least one full workday and that request has been approved by an authorized approver, then the approved request is revoked by the Chief or Captain and such revocation causes the employee

to lose vacation accrual due to having reached the cap. If the conditions of this exception occur, the employee will be paid for the vacation hours that would otherwise be lost. This provision shall only pertain to the loss of vacation hours due to the cap and shall not be construed as to prevent the City from denying or revoking vacation requests on the basis of operational needs.

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

Vacation scheduling selections shall be made on the basis of bargaining unit seniority. However, each employee will be permitted to exercise his/her right of seniority only during the vacation bid process. No employee will be allowed to use his/her seniority to cancel another employee's scheduled vacation. See Article 9.3.3 Seniority - Vacation and Time Off Bidding.

The City shall post a vacation calendar during the month of December for vacation "bidding" for the following calendar year. The City may designate certain dates as restricted for vacation scheduling for legitimate operational needs. Restricted dates shall be limited to one sworn bargaining unit employee bidding that day off. Bidding will be done by bargaining unit seniority. Each employee, in descending order of seniority, will be allowed to select one continuous vacation period from the available dates on the calendar, not to exceed two work weeks without the approval of the Chief. Once each employee has had the opportunity to make a vacation selection on the basis of seniority, each employee shall have a second opportunity to make vacation selections based on seniority. Once the second round of seniority-based selections are made, all other vacation scheduling shall be without regard to seniority and will be considered on a first-come, first-served basis, in accordance with staffing requirements as determined by the City.

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

17.4 Termination. Upon termination of employment, an employee shall be paid for all accrued but unused vacation to a maximum of 320 hours.

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

effort to distribute the funds within thirty (30) days of the request.

ARTICLE XVIII – HOLIDAYS

18.1 Holidays: Full-time, Non-sworn Employees. Full-time, non-sworn employees shall be entitled to eight hours of time off with pay for the following holidays:

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

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

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

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

18.1.3 Floating Holidays. Floating holidays shall accrue on January 1 and July 1 of each year, provided the employee is actively employed on January 1 or July 1. Floating holidays may not be taken in advance or in anticipation of accrual. Floating holidays must be taken during the calendar in which they are accrued, and they must be used in full day increments and with prior notice to and approval of the department head. Unused floating holidays shall not be paid upon termination. Unused Floating Holidays

may be taken between an employee's notice of resignation and the last day worked.

18.2 Holiday Accrual: Full-time, Sworn Personnel. Holiday compensation time may accrue to a maximum of 104 hours. From July 1, 2013 through June 30, 2014, full-time, sworn personnel shall accrue eight and two thirds (8.67) hours of paid leave each calendar month in lieu of holiday compensation. Effective July 1, 2014, full-time, sworn personnel shall no longer accrue holiday time on a monthly basis. Instead, on July 1, 2014 and January 1, 2015, full-time, sworn personnel shall be credited with 52 holiday hours (for a total of 104 hours annually). Credited hours will be prorated for new employees. Effective July 1, 2015, 104 holiday hours will be credited once each year on July 1. Credited hours shall be subject to the 104 hour cap. For example, if an employee has more than 52 hours in their holiday bank as of June 30, 2014, the number of hours to be added to the bank shall be adjusted so that the total is not more than 104 hours.

Holiday leave shall be utilized in accordance with established department procedures on an hour-for-hour basis. An employee on paid leave shall accrue holiday leave time. If an employee's holiday bank reaches 104 hours, no new hours shall accrue until such time as the bank is below 104 hours. Holiday hours in excess of the 104 hour cap shall be forfeited without compensation. The one, and only, exception to this forfeiture of hours is if an employee has made a proper and timely request to take holiday time off and has received approval for such request, then the approved request is subsequently revoked by the Chief or Captain, any hours that would be forfeited due to the revocation shall be compensated at the straight time rate of pay.

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

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

ARTICLE XIX - SICK LEAVE

19.1 Accrual. Sick leave shall be earned by each full-time employee at the rate of eight (8) hours for each full calendar month of service completed. Part-time employees shall accrue sick leave each month in an amount proportionate (based on hours worked each month) to that which would be accrued under full-time employment. An employee may accrue an unlimited amount of sick leave.

19.2 Utilization. Employees may utilize their allowance of sick leave when unable to perform work duties by reason of illness or injury, serious illness in the immediate family, for emergency personal medical or dental care, exposure to contagious disease under circumstances by which the health of fellow employees or members of the public necessarily dealt with would be endangered by attendance of the employee in the opinion of the City, and under the federal

and state Family Medical Leave Acts. Sick leave shall be charged on an hour-for-hour basis. Abuse of sick leave privilege shall be cause for discipline and/or dismissal.

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

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

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

19.6 Immediate Family. Except as otherwise permitted under the city's Family Medical Leave and/or Sick Leave Bank policy, "immediate family member" for the purpose of this Article only shall mean spouse, domestic partner, dependent child, father, mother, minor brother, minor sister, and grandparents, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship.

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

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

ARTICLE XX - LEAVE OF ABSENCE WITH PAY

20.1 **Bereavement Leave.** In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay not to exceed three (3) calendar days. Upon request, an employee shall be granted additional leave, including use of accrued sick leave. The employee shall make a reasonable effort to notify the Department Head of the need for the leave and/or additional days in advance of the absence. "Immediate family" for the purpose of this section shall include spouse or domestic partner; child, step child, child-in-law, foster child, or person for whom the employee stood in loco parentis; parent, step parent, parent-in-law, foster parent, or person who stood in loco parentis; sibling, step sibling, sibling-in-law, or foster sibling; grandparent, step grandparent, grandparent-in-law, or foster grandparent; or grandchild, step-grandchild, or foster grandchild.

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

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

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

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

20.3.3 **Jury Duty.** When an employee is called for jury duty s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during

time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

20.3.4 Civic Duty Between Night Shifts. Employees who are required to appear in court between two consecutively scheduled night shifts for work-related testimony in accordance with 20.3.1 shall be compensated in accordance with Article 11.2.1.

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

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

20.3.5 Limitations and Expectations. Under no circumstances shall the City be required to pay overtime or grant comp time for civic duty appearances that are not work-related. In the event an employee serves a partial day of civic duty, the employee shall be required to return to work after being released from court, or arrange for use of paid leave in accordance with department policy to compensate for time away from work that is not spent in court. Exceptions may be allowed in such circumstances as when the court appearance is out of the area or the employee is released from their court responsibilities with less than forty-five (45) minutes left in their scheduled work shift.

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

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

20.5 Conferences/Meetings. Time actually spent in attendance at, or travel to and from conferences, conventions or other work-related meetings that have been approved in advance by the Chief shall be considered work time. An employee may request additional time off,

using accrued paid leave, in conjunction with approved work-related travel; however, approval of such requests shall be handled in accordance with department- established requests for time off.

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

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

ARTICLE XXII - INSURANCE COVERAGE

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

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

22.2 Health Insurance Eligibility: An employee, as defined in Article 1 – Recognition, must be on paid status for at least eighty (80) hours in the qualifying month to be covered by the health insurance the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. S/he is then covered for the month of February. An employee terminates January 25 after being on paid status the required 80 hours. S/he then is covered for the month of February. In both cases, if an employee is not on paid

status for the required 80 hours in January, s/he would not be covered in February). Paid status does not include overtime hours worked or “cash out” of accrued leave. Eligibility for insurance coverage shall be consistent with the insurance carrier’s eligibility requirements.

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

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

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

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

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

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

22.6 Long Term Disability Insurance. For bargaining unit employees who meet the carrier’s eligibility requirements, the City shall pay long term disability insurance premiums for coverage that provides at a minimum, a 66 2/3% benefit effective the 91st day of the disability.

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

ARTICLE XXIII - WORKER'S COMPENSATION

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

ARTICLE XXIV - OUTSIDE EMPLOYMENT

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

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

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

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

ARTICLE XXV - DISCIPLINE AND DISCHARGE

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

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

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

25.3 Probationary Employee. A probationary employee as defined in Article 8, Probation, Section 1, shall serve at the pleasure of the City and may be disciplined or discharged for any reason and such discipline or discharge shall not be grievable.

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

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

ARTICLE XXVI - GRIEVANCE PROCEDURE

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

26.2 Informal Resolution. When such alleged violations arise, an attempt will be made by the employee and his/her immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Article 26, Section 3.

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

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

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

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

Step IV. If the grievant is not satisfied with the disposition of the grievance by the City

Administrator, s/he may request, within ten (10) business days from receipt of the City Manager's decision, that the grievance be brought to arbitration. Such request shall be valid only if supported, in writing, by the Union. If a timely, valid request has been made, the parties shall jointly request from the State Conciliation Service a list of seven (7) arbitrators residing in Oregon who are members of the American Arbitration Association and, beginning with the grieving party/Union, the parties shall alternately strike names. The name remaining shall be the arbitrator. Seven (7) business days shall be allowed for the striking. The parties may, by mutual agreement, request a new panel.

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

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

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

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

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

ARTICLE XXVII - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT

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

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

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

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

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

ARTICLE XXVIII - SAVINGS CLAUSE

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

ARTICLE XXIX - DURATION

29.1 Duration. This Agreement shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2016.

ARTICLE XXX - EXECUTION/SIGNATURES

Executed this ___ day of _____, 2013 at Central Point, Oregon, by the undersigned officers by authority and behalf of the City of Central Point and Teamsters Local Union No. 223.

TEAMSTERS LOCAL UNION NO. 223

CITY OF CENTRAL POINT, OREGON

Clayton Banry, Secretary-Treasurer

Hank Williams, Mayor

Brent Jensen, Union Representative

Chris Clayton, City Manager

DRAFT

**APPENDIX A
POLICE BARGAINING UNIT
PAY SCHEDULE**

Monthly rates based on 173.33 hours per month

Effective July 1, 2013

Includes a 1.6% COLA

<u>Non-Sworn Positions</u>	Grade	Steps				
		A	B	C	D	E
Police Support Specialist	P110	2945	3094	3248	3411	3581
Community Services Officer	P117	3126	3282	3446	3619	3800
<u>Sworn Positions</u>						
Police Officer	P145	4007	4388	4418	4638	4870
Master Police Officer	P150	4431	4653	4886	5130	5386

Effective July 1, 2014: Step F shall be added to the pay scale in accordance with Article 12.3.1.

Effective July 1, 2015: Step A of the salary scale shall be adjusted by a percentage equal to the average annual increase in the U.S. All Cities C.P.I. – U (Jan 2014 – Jan 2015) with a minimum of 0% and a maximum of 4%. Each subsequent step shall be 5% over the lower step (A * 1.05 = B, B * 1.05 = C, etc.).

Resolution

Classification Pay

Plan



ADMINISTRATION DEPARTMENT

Chris Clayton, City Manager • Deanna Casey, City Recorder • Barb Robson, Human Resources Director

STAFF REPORT

August 8, 2013

AGENDA ITEM: Classification Pay Plan Revision

Consideration of Resolution No. _____ Revising the Classification Pay Plan

STAFF SOURCE:

Barbara Robson, Human Resources Director

BACKGROUND/HISTORY:

Each year in June the Council is asked to approve the Classification Pay Plan with any revisions from the prior approved plan. In June when the pay plan was brought to the council, the City was still in contract negotiations with the Police bargaining unit and the council was told that a revised pay plan would be brought back to them following the conclusion of negotiations. That is what is being addressed in this resolution.

The proposed, revised pay plan reflects the changes resulting from collective bargaining with the Police bargaining unit only. There are no other changes in the pay plan.

Part B of the pay plan (Police Bargaining Unit) has been updated to reflect a 1.6% cost of living increase pursuant to the contract provided to the Council for ratification at the August 8, 2013 meeting. The COLA amount was determined by the 12-month change in the CPI-U from January 2012 to January 2013. Also, the list of classification titles has been revised to reflect removing the Detective/SRO assignment from the pay plan because these are assignments, not separate classifications. Both of these assignments receive a 5% increase over the police officer pay rate.

RECOMMENDATION:

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

ATTACHMENTS: Classification Pay Plan (redline version attached to resolution)

RESOLUTION NO. _____

A RESOLUTION REVISING THE CLASSIFICATION PAY PLAN

RECITALS:

Chapter 2.48 of the Central Point Code authorizes and directs the City Council to adopt rules relating to personnel matters. The City Council has heretofore by Resolution Number 1085 adopted and revised such rules, including the Classification Pay Plan.

Policy #5.2.3 of the Personnel Policies and Procedures provides that the Council shall, by resolution, adjust the salaries and rates of compensation and benefits for all City officers and employees. The City Council deems it to be in the best interest of the City to make revisions thereto.

The City of Central Point resolves as follows:

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

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

Mayor Hank Williams

ATTEST:

City Recorder

Classification Pay Plan Effective 07/01/2013

Part A: General Service Bargaining Unit Positions (hourly) *No Change*

Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F
Grade 2-3	GS2-3	15.18	15.94	16.73	17.58	18.45	19.38
Office Assistant							
Grade 4	GS4	16.56	17.39	18.27	19.17	20.14	21.14
Business License Account Clerk							
Parks Maintenance Worker							
Community Development Support Specialist							
Purchasing Account Clerk							
Utility Billing Account Clerk							
Utility Worker							
Grade 5	GS5	18.61	19.55	20.52	21.56	22.64	23.76
Accounting Specialist							
Assistant Engineering Technician							
Customer Service Technician							
Equipment Maint/Fabrication Technician							
Municipal Court Clerk							
PW Administrative Assistant							
Recreation Programs Coordinator							
Senior Utility Worker							
Grade 6	GS6	20.61	21.65	22.73	23.87	25.06	26.32
Engineering Technician - GIS							
Parks Lead							
Recreation Coordinator: Special Events/Mktg							
Utility Maintenance Lead - Streets; Water							
Grade 7	GS7	22.72	23.86	25.05	26.30	27.63	29.00
Community Planner							
Construction Management Coordinator							
Grade 8	GS8	25.42	26.69	28.02	29.42	30.91	32.45
Environmental Services Coordinator							
Information Technology Specialist							
Grade 9	GS9	28.22	29.63	31.11	32.66	34.30	36.02

Part B: Police Bargaining Unit Positions (monthly based on 173.33 hours per month)

Classification Title	Grade	Step A	Step B	Step C	Step D	Step E
Police Support Specialist	P110	2,899	3,045	3,197	3,357	3,525
		2,945	3,094	3,248	3,411	3,581
Community Services Officer	P117	3,077	3,230	3,392	3,562	3,740
		3,126	3,282	3,446	3,619	3,800
Police Officer	P145	3,944	4,140	4,348	4,565	4,793
		4,007	4,206	4,418	4,638	4,870
Police Officer—Detective/SRO	P145a	4,140	4,348	4,565	4,793	5,032
Master Police Officer	P150	4,361	4,580	4,809	5,049	5,301
		4,431	4,653	4,886	5,130	5,386

Part C: Exempt, Non-Bargaining Unit, Management Positions *No change*

Classification Title	Band	Minimum	Maximum
Accountant (non-exempt, confidential)	I	4,150	5,400
City Recorder	I	4,150	5,400
Police Office Manager	I	4,150	5,400
Police Lieutenant (non-exempt)	II	5,125	6,560
Parks & Recreation Manager	II	5,125	6,560
Public Works Operations Manager	II	5,125	6,560
Building Division Manager	III	6,000	8,000
Police Captain	III	6,000	8,000
Information Technology Director	III	6,000	8,000
Human Resources Director	III	6,000	8,000
Department Director (CD, FIN, PPW)	IV	6,500	8,500
Police Chief	V	6,500	8,750

Approved by Council: _____
revised 8/1/13

Business

332 N. Second Street



August 1, 2013

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

RE: 332 North Second

SUMMARY:

The City Building Official, Derek Zwagerman, completed a special inspection of the subject property and has an extensive list of the improvements that are needed to the structure. The main items include fixes to the roof, siding, windows and doors. Also, the current owners will need to provide confirmation on the electrical, plumbing and heating for the structure.

The owners have been asked to provide a reasonable timeline to complete these improvements. At the time of this memo no timeline has been provided. Staff has invited them to the August 8, 2013 City Council meeting with the hope they will provide the timeline at the meeting.

RECOMMENDATION:

Review timeline for rehabilitation of the structure.

August 1, 2013

General Property Group, LLC
Patricia Curtin
PO Box 8158
Medford, OR 97501

RE: Special Inspection at 332 N. 2nd St., Central Point, OR
Permit 2014-0037

Ms. Curtin,

I completed an inspection at 332 N. 2nd St. on July 24, 2013 to determine the viability of repairing the structure to meet the minimum standards as required by the 1994 Uniform Code for the Abatement of Dangerous Buildings. Building elements mentioned in this letter do not include items that were covered at the time of the inspection (structural elements above ceiling drywall or behind walls) as they were not visible to determine the condition of the specific element. Also, this inspection does not guarantee the proper operation of any electrical, plumbing or mechanical system within the structure or on the property.

It is also your responsibility to coordinate and provide documentation of compliance with the Oregon Department of Environmental Quality requirements for any demolition work with lead-based paint or asbestos.

The following items need to be repaired prior to the structure being inhabited:

1. Repair damaged roof covering (photos 2, 3 & 6).
2. Remove moss/mildew from roof surface (photos 2, 3 & 6).
3. Repair damaged siding to provide waterproof surface (photos 2, 3, 7, 8, 9 & 11).
4. Repair/replace rafters/ceiling joists at sagging roof areas.
 - a. Replace damaged ceiling drywall in living room. Provide inspection of ceiling and roof framing prior to drywall being installed (photos 13 & 26).
 - b. Provide structural reinforcement in existing single story garage area (photos 3 & 18).
5. Verify/repair egress windows in sleeping rooms (photos 23 & 24).
6. Install smoke and carbon monoxide alarms.
7. Repair & remove electrical wiring not installed per Oregon Electrical Specialty Code (OESC) requirements (photos 16, 17, 25 & 26).
8. Repair/replace broken windows.
9. Verify/repair proper sanitation (functioning toilets, showers, hot water, etc.).
10. Verify/repair/install proper operation of heating equipment.

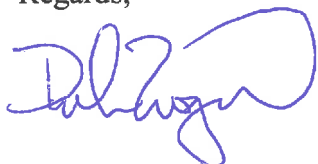
11. Remove vegetation that is in contact with the structure (photos 8 & 12).
12. Provide cooking/kitchen facilities (photos 19 & 20).
13. Install steps into garage (photo 15).
14. Verify/repair operation of doors into structure.
15. Remove mold/waterproof at bathroom areas (photo 29).
16. Repair holes/damaged drywall (photo 30).

Building, mechanical, plumbing, and electrical permits will be required based upon the work that is to be completed. A floor plan showing the rooms needs to be provided.

Attached is a page of the photos I took during my inspection that are referred to in the items to be repaired.

Please call me if you have any further questions.

Regards,



Derek Zwagerman, P.E.
Building Official – City of Central Point



332 N. 2nd St 001



332 N. 2nd St 002



332 N. 2nd St 003



332 N. 2nd St 004



332 N. 2nd St 005



332 N. 2nd St 006



332 N. 2nd St 007



332 N. 2nd St 008



332 N. 2nd St 009



332 N. 2nd St 010



332 N. 2nd St 011



332 N. 2nd St 012



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332 N. 2nd St 031

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