

CITY COUNCIL MEETING AGENDA

May 28, 2026

6:00 PM

Central Point City Hall, Council Chambers

140 S 3rd St, Central Point, OR

www.centralpointoregon.gov



10. Meeting Called to Order

20. Pledge of Allegiance

30. Roll Call

40. Public Comments

The City Council sets aside 20 minutes for in-person public comments on non-agenda items. Comments are limited to three (3) minutes per individual, five (5) minutes per group or organization. Please complete a public comment form before speaking.

The City Council encourages written comments. Please submit your comments by regular mail to City Council, 140 S Third St, or by email to meetings@centralpointoregon.gov. Comments must be received by noon on the date of the meeting to be noted in the record. Please include the date of the Council meeting with your comments.

50. Public Agency Comments

60. Consent Agenda

A. Approval of April 23, 2026, Meeting Minutes

70. Items Removed from the Consent Agenda

80. Public Hearing

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

For land use matters and other quasi-judicial appeals: Comments are limited to a total of 30 minutes for applicants and/or their representatives. They may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All other participants are limited to 4 minutes.

For matters that are legislative or administrative and are not quasi-judicial:

Comments are limited to 4 minutes per individual, group or organization.

Please complete a public comment form before speaking.

90. Ordinances and Resolutions

- A. Resolution Ratifying the Police Collective Bargaining Agreement (CBA)
Elizabeth Simas, HR Director
- B. Crest-Vista Waterline Bid
Matt Samitore, Parks and Public Works Director
- C. A Resolution to Annex 4258 Hamrick Road
- D. Resolution to Annex 1955 Scenic Ave
- E. Resolution to Annex 4632 North Pacific Highway
Stephanie Powers, Planning Director
- F. 2026 City Standard and Specifications
Matt Samitore, Parks and Public Works Director

100. Business

- A. Discussion on Special Events
Matt Samitore, Parks and Public Works Director

110. Mayor's Report

120. City Manager's Report

130. Council Reports

140. Department Reports

150. Adjournment

Individuals wishing to attend a meeting via Zoom or needing special accommodations such as sign language, foreign language interpreters, or equipment for deaf and hard of hearing people must request such services at least 72 hours before the City Council meeting. To make your request, please contact the City Recorder at 541-423-1015 (voice) or by e-mail to meetings@centralpointoregon.gov.

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

CITY COUNCIL MEETING MINUTES

April 23, 2026

6:00 PM

Central Point City Hall, Council Chambers

140 S 3rd St, Central Point, OR

www.centralpointoregon.gov



1 Meeting Called to Order

2 Pledge of Allegiance

3 Roll Call

The following members were present: At Large Rob Hernandez, Ward II Kelley Johnson, Ward I Neil Olsen, Ward IV Brian Whitaker, At Large Michael Quilty, Ward III Sarah Roberts

The following members were absent: Mayor Tanea Browning

The following staff were also present: City Attorney Sydnee Dreyer, City Manager Chris Clayton, Parks and Public Works Director/Assistant City Manager Matt Samitore, Police Chief Scott Logue, Planning Director Stephanie Powers, Finance Director Tessa DeLine, and City Recorder/Assistant Finance Director Rachel Neuenschwander

*Rob Hernandez made a special announcement that Item 9.A. had been noticed as a public hearing and would be conducted as a public hearing.

4 Presentation

A. End of Session Report - Lobbyists

Greg Lemhouse from United Strategies presented an end-of-session report covering the 32-day legislative session. Key highlights included 354 bills introduced with 153 passed, major discussions on

transportation referral and federal immigration enforcement, and the federal tax code disconnect generating approximately \$311 million in revenue. Significant legislation affecting Central Point included HB 4148 allowing flexibility in transit lodging tax proceeds for government services, SB 1517 expanding recreational immunity protections, and SB 1585 providing matching grants for cities under 20,000 population with reduced match requirements.

B. Southern Oregon Alliance of Physicians and Providers

Brent Kell from Valley Immediate Care presented on the Southern Oregon Alliance of Physicians and Providers, a collaborative effort to recruit primary care providers to the region. The alliance includes multiple healthcare organizations working together to address the shortage of approximately 200+ primary care physicians in the region. They conduct joint recruitment efforts, bringing candidates out to interview with multiple organizations, with successful placements including recent hires from Louisiana.

5 Public Comments

Sarah McGrath inquired about public comment opportunities for the residential code amendment discussion item. She was informed that while no public comments would be taken during tonight's discussion, future public hearings would provide those opportunities.

6 Public Agency Comments

7 Consent Agenda

A. Approval of April 9, 2026 Meeting Minutes

Motion: Approve

Moved By: Sarah Roberts

Seconded by: Michael Quilty

Roll Call: Members Rob Hernandez, Kelley Johnson, Neil Olsen, Brian Whitaker, Michael Quilty, Sarah Roberts voted yes. None voted no.

8 Items Removed from the Consent Agenda

9 Ordinances and Resolutions

A. Resolution Declaring 466 S. First Street Surplus- Public Hearing.

Council President Rob Hernandez read the Public Hearing statement, no council members declared any conflicts.

City Attorney Sydnee Dreyer presented a resolution to declare surplus property at 466 South First Street, a former long-standing nuisance property that the city foreclosed on and demolished. The bare land was appraised at \$75,000 with an additional \$4,925 SDC credit. Staff recommended listing the property at \$78,000 for fixed-price sale, with the first qualifying offer to be accepted. Two individuals have already expressed interest in purchasing the property.

Council President Rob Hernandez opened the Public Hearing, no one came forward and the Public Hearing was closed.

Motion: Approve

Moved By: Neil Olsen

Seconded by: Kelley Johnson

Roll Call: Members Rob Hernandez, Kelley Johnson, Neil Olsen, Brian Whitaker, Michael Quilty, Sarah Roberts voted yes. None voted no.

Neil Olsen moved to approve Resolution No. 1863, a Resolution declaring certain real property located at 466 South First Street (Map No. 372W11BC Tax Lot 3800) surplus and authorizing the City Manager to sell the property via fixed price sale.

B. Resolution Approving First Amendment to Hunter Franchise Agt

Parks and Public Works Director Matt Samitore and Jason Robinson from Hunter Communications presented a proposed amendment to the Franchise Agreement to allow microtrenching technology in existing rights-of-way for fiber optic installation. This method cuts narrow, shallow trenches in roadways for placing fiber conduits, proceeding at approximately 4 feet per minute and allowing completion of neighborhoods in 1–2 days compared to a year for traditional directional drilling. The technology has been successfully used in

Medford with over 500,000 feet of trench placed.

Motion: Approve

Moved By: Sarah Roberts **Seconded by:** Kelley Johnson

Roll Call: Members Rob Hernandez, Kelley Johnson, Neil Olsen, Brian Whitaker, Michael Quilty, Sarah Roberts voted yes. None voted no.

Sarah Roberts moved to approve Resolution No. 1864, a Resolution approving that First Amendment to the City of Central Point Telecommunications Franchise Agreement - Hunter Communications & Technologies, Inc. Microtrenching Authorization and authorizing City Manager to execute same.

10 Business

A. 3rd Quarter Financial Report — As of March 31, 2026

Finance Director Tessa DeLine presented the third quarter financial report. The general fund is performing well with revenues at 43% of the budget and a strong ending fund balance of \$7.1 million. Areas of concern include police department expenditures and finance expenditures exceeding budget due to audit costs. The stormwater fund shows a negative balance due to awaiting a FEMA payment of approximately \$500,000 for fire-damaged culvert repairs from several years ago. Water fund improvements are expected following recent rate increases, while building fund revenues are below budget due to low development activity.

B. Avista Franchise Agreement

City Manager Chris Clayton presented options for the Avista franchise agreement renewal, specifically whether to increase the franchise fee from 5% to 6%. The increase would generate an additional \$40,000-\$60,000 annually to help offset rising costs of maintaining public rights-of-way where utilities operate. Regional precedent shows mixed approaches, with Pacific Power already at 6% and Klamath Falls recently moving Avista from 5% to 6%. Council indicated support for moving forward with the 6% rate, with formal approval expected in June.

C. Residential Code Amendment Discussion

Planning Director Stephanie Powers presented the draft comprehensive residential code amendments addressing regional density requirements (6.9 units per acre until 2039, then 7.9 units per acre), state housing mandates including House Bill 2001 middle housing requirements, and modernization of existing codes. The amendments create both clear and objective standards and a discretionary review pathway. Key discussion points included garage placement standards, horizontal width limitations (50% of dwelling width), and building articulation requirements. Council expressed general support for the dual pathway approach while requesting a study session to further discuss whether to expand the Transit Oriented Development (TOD) overlay to all new development areas or apply the new conventional zoning standards instead.

11 Mayor's Report

No mayor's report was given as the mayor was not present.

12 City Manager's Report

City Manager Chris Clayton deferred his report due to the meeting's length, indicating items could wait until the next meeting.

13 Council Reports

Council members provided brief reports on various meetings and activities they attended, including the Citizens Advisory Committee, RVCOC board meeting, school district meetings, and other community engagements. One member noted that teacher appreciation week would be May 4th – 8th.

14 Department Reports

Police Chief Scott Logue reported on a multi-agency school reunification exercise conducted over the previous two days with School District 6, involving mock evacuation scenarios. Multiple agencies participated, with some observing and others actively participating. The exercise was

deemed very successful and proactive.

No other department reports were given due to the meeting's length.

15 Adjournment

Neil Olsen moved to adjourn, all said aye, and the meeting was adjourned at 9:11 PM.

The foregoing minutes of the April 23, 2026, Council meeting were approved by the City Council at its meeting of _____, 2026.

Dated:

Mayor Tanea W. Browning

ATTEST:

City Recorder



DEPARTMENT: Administration **MEETING DATE:** May 28, 2026

STAFF CONTACT: Elizabeth Simas, HR Director

SUBJECT: Resolution Ratifying the Police Collective Bargaining Agreement (CBA)

SUMMARY AND BACKGROUND:

HISTORY: On May 18, 2026, the Police bargaining team ratified the City’s proposal dated May 13, 2026. The complete proposal included two additional tentative agreement packages. The City and the Police unit have agreed to a three (3) year successor collective bargaining agreement through June 30, 2029.

PROPOSAL: The negotiated agreement consists of a three (3) year contract with the following changes:

Salary Changes: On July 1, 2026, a 3.75% wage increase will be applied to the pay scale. On July 1, 2027, a 3.75% increase will be applied to the pay scale. On July 1, 2028, a 2% increase applied to the pay scale and the addition of a 5% “Step H” will be added to the scale and then the removal of Step A and B and re-lettering steps.

Field Training Officer (FTO): Currently, Police Officers receive 5% incentive pay while training new-hire Police Officers. Beginning on 7/1/27, Corporals will also be eligible for the 5% FTO incentive pay.

Evidence Technician assignment pay: A Police Support Specialist that has been assigned to Evidence currently receives 5% assignment pay. Beginning 7/1/26, this incentive will increase to 8% and the assignment pay also applies to a substitute when they are providing court testimony.

Deferred Compensation: Beginning on 7/1/27, the City will be contributing \$50/month to the employee’s 457(b) account for employees who have completed at least 24 months of service with the City. On 7/1/28, this contribution will increase to \$100 per month.

Health Reimbursement Arrangement (HRA-VEBA): Beginning on 7/1/27, the City contribution is increasing by \$30/month; from \$170 per month to \$200 per month.

Police Academy: Newly hired Police Officers go to a 16-week Police Academy in Salem, Oregon. The City will provide a one-time payment of \$750 at successful completion of the Academy to compensate for per diem and mileage for driving back and forth from the Academy. In addition, if a break, such as Christmas or Spring Break, occurs while they are at the Academy and the City requires

them to work in the Police Department, the City will pay for time spent driving round trip to and from the Academy.

In-house Detective On-call pay: On-Call changes from semi-monthly on-call duty to weekly duty. On-call pay will be increased from \$185 per week to \$250 per week.

Holidays Worked: Overtime will be paid when an employee works on New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, and after 4 pm on Christmas Eve.

Sick Leave Sellback: Currently, when an Oregon Public Service Retirement Plan (OPSRP) employee retires, the City cashes out sick leave at 25% for hours between 600 and 960. Beginning 7/1/26 when an employee separates from employment, the sellback will be for sick leave in excess of 520 hours at 50% of the employee's hourly rate. Beginning January 1, 2028, sick leave in excess of 520 hours will be sold back at 50% of the employee's hourly rate to the employee's HRA-VEBA account annually.

Other changes include: Language changes that do not have financial impacts include renumbering of contract articles and paragraphs, use of gender-neutral terms, and MOUs/LOAs previously agreed upon related to seniority and shift bidding.

PREVIOUSLY DISCUSSED/DECIDED:

N/A

FINANCIAL ANALYSIS:

FISCAL IMPACT: This contract covers two biennial budgets

Biennial Budget 2025 – 2027: Fiscal Year 2026/2027, the proposed contract changes cost approximately \$164,000 for the first year (Wages \$107,000, Benefits \$2,000, Payroll Rollup \$55,000).

Biennial Budget 2027/2029: Fiscal Year 2027/2028, the proposed increases are approximately \$338,000 (Wages 207,000, Benefits \$25,000, and Payroll Roll-up \$106,000). Fiscal Year 2028/2029, the proposed increases cost approximately \$604,000 (Wages 360,000, Benefits 60,000, and Payroll Roll-up 184,000)

The total wage and benefit cost over three years is just under \$761,000; with payroll roll-up costs the total is approximately about \$1,106,000 which equals an increase of approximately 9.5% over three years.

LEGAL ANALYSIS:

N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

The City of Central Point Strategic Plan 2040 sets a road map for the city council, management, and employees to guide them when making organizational decisions. The proposed changes to the Police Bargaining agreement address the following goal as set out by the Strategic Plan 2040 by establishing competitive compensation.

- Responsible Governance – Goal 3A – Hire and retain quality employees who are skilled, solution-oriented and people-minded. Strategy 1 – Establish a competitive compensation (salary and benefits) package.

ATTACHMENTS/EXHIBITS:

1. 2026-29 PDCBA - Final - unsigned
2. 2026-2029 Police CBA Resolution(2)

STAFF RECOMMENDATION:

Staff proposes the Council ratify the bargained agreement.

RECOMMENDED MOTION:

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

POLICE

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF CENTRAL POINT

and

TEAMSTERS

LOCAL UNION #223

Police



July 1, 2026 – June 30, 2029

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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, Gladstone, 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 1 – RECOGNITION

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

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

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

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

ARTICLE 2 - 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 3 - 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 4 - UNION SECURITY

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

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

4.3 Notification of Bargaining Unit Members. The City will notify the Union of all new hires into the bargaining unit within ten (10) calendar days from the date of hire and, additionally, every 120 calendar days the City will provide a list to the Union of all employees in the bargaining unit. Such notifications shall include the employee's name, job classification, any available contact information, and date of employment and will be sent to the official Union address that has been provided to the City.

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

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

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

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

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

ARTICLE 5 - UNION BUSINESS

5.1 Union Business. The City shall grant a reasonable amount of time for, and the Union Stewards shall not suffer a loss of regular pay as a result of such time spent in, grievance meetings with supervisors or other representatives designated by the City, or for time spent for matters permitted by ORS 243.798, unless otherwise specified by this Agreement. Other Union/Management meetings may, when mutually agreed upon, be held during an employee's regularly scheduled working hours without loss of pay to the employee.

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

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

ARTICLE 6 - NON-DISCRIMINATION

6.1 Gender. While every attempt has been made to include generic pronouns, all references to employees in this Agreement shall be construed to include employees regardless of their sex or gender.

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, disability, national origin, age, religion, any other protected status, union affiliation or political affiliation.

ARTICLE 7 - 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 their own expense, copies of the contents of their 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 their 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 8 - PROBATION

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

8.2 Promotional Probationary Period. Employees promoted to a higher classification within the bargaining unit shall serve a promotional probationary period of twelve (12) months. The Union recognizes the right of the City to demote an employee on promotional probationary status to their 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 9 - 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 a classification, including any time served in a higher but closely related sworn classification, shall be referred to as “job classification seniority.” Continuous service from the last date of hire within the bargaining unit shall be referred to as “bargaining unit seniority.”

For employees who promote to a different classification and later return to a previously held classification, job classification seniority in the previously held classification shall be reinstated as though the employee never left, provided the employee remained continuously employed by the City. This provision does not apply to employees returning to a previously held promotional classification.

Example 1: A Police Officer promotes to Corporal, then later returns to the Police Officer classification. Because the sworn positions are closely related and the employee remained continuously employed, the time served as a Corporal will count toward their Police Officer classification seniority.

Example 2: A Police Officer promotes to Corporal, later returns to the Police Officer classification, and is subsequently promoted again to Corporal. In this case, the time served in the prior Corporal role does not count toward Corporal classification seniority, as the reinstatement provision only applies when returning to a previously held non-promotional classification.

All seniority shall be terminated if the employee:

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

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

position.

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

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

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

9.3.2 Shift Bidding. Shift selection shall be by job classification seniority. Shift bidding will occur in the month of November for three (3) four-month rotations during the following calendar year. A blank schedule will be posted no later than November 1st and the completed bids for the following calendar year will be posted no later than November 30th. Each Corporal shall bid/work four (4) three-month rotations per calendar year. Each Corporal shall bid/work two (2) day shift rotations and two (2) swing/night shift rotations per 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 10 - 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 email and certified mail sent to the last contact information 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 their layoff status.

ARTICLE 11 - 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 Sections 8.3 and 9.3.2, substantive changes to the work schedule that impact an employee's normal schedule for six (6) or more calendar days shall require 60 days notice. To the extent possible, employees shall be given at least six (6) calendar days' 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.

If an employee is assigned a schedule change with less than six (6) calendar days' notice, the employee shall be paid a 10% shift change differential for each non-overtime hour worked during the six (6) calendar days.

Nothing in this Section is intended to prohibit an employee from initiating a voluntary change to their schedule, which would be subject to supervisory approval. Employees who are assigned to light duty, attend employee training, or placed on administrative leave may, with reasonable notice, be placed on an alternative work schedule at the discretion of the city.

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

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

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

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

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

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

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

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

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

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

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

a. If the total hours actually spent in court are less than 6, or the officer uses paid leave to take the second night shift off, the time actually spent in court will be computed as overtime per section 11.6.

b. If the total hours actually spent in court are 6 or more, the employee will be given the scheduled night shift immediately following the court appearance off. The employee will not receive additional pay for the hours worked between the night shifts, but will be paid as if they worked their regularly scheduled second night shift.

11.10 Rest Periods.

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

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

11.11 Meal Periods.

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

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

11.12 In-house Detective On-Call. Sworn police officers assigned as in-house 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 week. 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. In-house Detectives are defined as Detectives who are not assigned as Task Force Officers of outside agencies. Task Force Officers that cover for In-house Detectives are eligible for On-Call Compensation.

Detectives assigned on-call status shall be allowed to trade on-call assignments with prior approval of the Operations Commander. It is the responsibility of the detectives to ensure that the necessary personnel are made aware of any changes to the on-call schedule. In the event the scheduled on-call detective is unable to respond to call outs for any reason, the detective shall be required to notify the Operations Commander in

order to be relieved of on-call duty. In the event that no detective is available to be on-call, the City may, in its sole discretion, direct a member of the police command staff to be on-call.

11.12.1 On-Call Compensation. An employee required to respond to an after-hours callout while on-call shall be compensated in accordance with Article 11.8 Call Back. In addition to any compensation for actual hours worked in response to calls while on-call, an employee shall receive \$250.00 for each one week rotation of on-call status (Daily rates of compensation shall be \$50 for each Saturday and Sunday and \$30 for each day Monday through Friday). 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 5.25 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 adjustments of less than one-day.

ARTICLE 12 – 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, 2029.

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

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

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

12.3 Steps. The letters A, B, C, D, E, F, G 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 (1) year of service in the lower step of the range, AND written recommendation and authorization from the Chief.

12.3.1 Step H. Effective July 1, 2028, the pay scale in Appendix A will be revised to add a Step H. The amount designated for Step H shall be 5% more than Step G. Employees who have been at Step G for at least one year shall move to Step H on July 1, 2028 upon written recommendation and authorization from the Department Head.

Effective July 1, 2028 employees at Step A and Step B will be moved to Step C and will be eligible for the next step increase on July 1, 2029 per 12.3 Steps. Effective July 1, 2028, Step A and Step B will be removed from the grade. The Steps will be renamed, so the salary schedule will shift from Step C through Step H to Step A through Step F, e.g. Step C will become Step A, Step D will become Step B, etc. Employees will remain at the step reflective of their wage, but the step itself will be "renamed." There will be no loss of pay to any employee due to the change in step names. This is salary neutral except from those employees that were at Step A and Step B on July 1, 2028.

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 is promoted from Police Officer to Corporal, the employee shall be placed in the new grade at the same step they occupied before the promotion. Advancement to a higher step following the promotion shall require the completion of one year of service in the lower step, as outlined in Section 12.3.

Non-sworn employees moving to the Police Officer classification shall be placed at Step A of the Grade, unless they possess a current Police Officer Basic Certification and have a minimum of two (2) years of equivalent paid sworn experience.

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.

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.

12.6.1 Deferred Compensation City Contribution. Effective July 1, 2027, for employees who have completed 24 months of service, the City shall contribute \$50 monthly (\$25 per pay period) into the employee's 457(b) deferred compensation account through the City's deferred compensation program.

Effective July 1, 2028, the City shall increase the contribution to a total of \$100 monthly (\$50 per pay period). The contribution shall be prorated for employees not in a paid status for the entire pay period.

ARTICLE 13 - INCENTIVE PAY

13.1 DPSST Certification. Sworn bargaining unit employees shall be eligible for incentive pay for DPSST certification. Certification incentive pay of \$145 per month shall be added to an employee's base pay for a DPSST Intermediate Certificate. This incentive shall be increased to a total of \$290 per month additional pay for a DPSST Advanced Certificate. Effective 7/1/24, three and one-half percent (3.5%) for a DPSST Intermediate Certification or seven percent (7%) for a DPSST Advanced Certification of an employee's base pay shall be added to an employee's monthly base pay. Certification incentive pay shall be paid at one level only. Certification pay shall begin on the first day of the first full pay period following the date written documentation of the certification is submitted by the employee to the Human Resources office.

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

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

13.3 Bilingual/Sign Language Pay. Employees who are determined to be fluent in speaking Spanish or competent in sign language, as certified by an instructor approved by the City, shall receive an additional five percent (5%) per month added to the base pay.

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

ARTICLE 14 – SPECIAL ASSIGNMENTS and COLLATERAL DUTIES

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

Special assignments and collateral duties may include, but are not limited to nor required to be established: Detective, School Resource Officer (SRO), Bike Team officer, Canine Officer, DARE officer, Range Master, Survival Skills Instructor, F-6 Training Instructor, Evidence Technician, 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 (FTO). Police officers, including those assigned to Detective or School Resource Officer, expressly assigned by the city as a Field Training Officer shall receive an additional five percent (5%) on their pay rate for all hours actually served in the full capacity as a Field Training Officer. FTO assignment pay shall not be granted for less than 30 minute intervals. In no event shall an employee receive FTO pay during any period in which no trainee is assigned to that officer, nor shall more than one officer receive FTO pay for training the same trainee at any given time. It is understood that the Field Training Officer responsibility is incorporated within the job duties of Corporal and, therefore, this Section does not apply to Corporals. Effective July 1, 2027, Corporals are eligible for FTO pay.

14.4.1 PSS Training. Police Support Specialists temporarily assigned by a supervisor to train one or more employees using the Department training curriculum or similar documentation of such training shall receive an additional five percent (5%) added to their base pay for the time engaged in that assignment.

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

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

14.7 Evidence Technician. A Police Support Specialist assigned the duties of Evidence Technician shall have eight percent (8%) added to their pay rate for the duration of the assignment. A Police Support Specialist required to substitute for the assigned Police Support Specialist in the latter's absence for more than two (2) hours per continuous absence will receive the eight percent (8%) differential for each hour of substitution, including the first two (2) hours or when providing court testimony in such assignment, regardless of duration.

14.8 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:

14.8.1 Officer in Charge. For every hour or portion thereof, but in not less than quarter-hour segments, when a police officer serves in the capacity of Officer in Charge in the absence of the duty Lieutenant or Corporal, and with the express authorization of the Chief of Police, Captain, or authorized designee thereof, the officer shall receive five percent (5%) additional compensation on their pay rate

for such time as they actually serve as the Officer in Charge. The pay rate shall be calculated as follows: the (acting) officer's hourly base pay according to the current pay scale, plus any incentive pay, plus any assignment pay multipliers, multiplied by five percent (5%). This section does not apply to Corporals.

14.8.2 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.

14.9 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 15 - UNIFORMS

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

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

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

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

ARTICLE 16 - 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. Reimbursements shall not exceed \$5,250 per calendar year and not above the amount the IRS excludes from wages; up to a maximum "lifetime" aggregate of \$15,000
- c. 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;
- d. The employee does not receive reimbursement for tuition from any other source;
- e. The course is through a regionally accredited institution of higher education;
- f. The coursework and course attendance are conducted outside the employee's regular working hours;
- g. 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 75% of 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. Authorized meals during approved travel shall be purchased using the City-issued purchasing card whenever possible. The City will use the General Services Administration rates when approving meal allowances, incidentals, and travel on the first & last day of travel. (gsa.gov/travel-resources) 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.

Meals included in the cost of lodging (i.e., breakfast), or included in the cost of event registration, shall not be compensated for twice and the dollar value of that meal shall be deducted from the daily meal & incidental total. Employees electing to not participate in such included meals shall be personally responsible for any additional meal expenses. Snacks or "coffee breaks" 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.

16.2.4 Police Academy. A one-time payment for \$750 at the successful completion of the Police Academy by employees to compensate for per diem and mileage in lieu of 16.2 (b). The City shall pay for time spent driving for a one-way trip to the Academy at the start of the session and a one-way trip at the end of the Academy. If a break falls during the Academy session and the City requires the employee to work at the Police Department during the break, the City will pay for time spent driving round trip to and from the Academy.

16.3 Fitness Incentive Reimbursement. The City will reimburse employees up to thirty-five dollars (\$35.00) per month toward membership in a recognized fitness club, weight management program, or City of Central Point Recreation health/fitness program in which they are actively participating. The City retains the discretion to determine which clubs or programs are eligible for this reimbursement, but any denial of a reimbursement request may be processed only up to Step 3 of the grievance procedure. Employees will be reimbursed through payroll provided they submit itemized receipts for membership fees within six (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.

16.5 Reimbursement for Training of Police Officers. Per ORS 181A.620, the City shall seek reimbursement of qualifying training expenses from subsequent law enforcement units for Police Officers who voluntarily leave employment.

ARTICLE 17 – VACATION

17.1 Accrual. Effective July 1, 2023, paid vacation leave shall accrue on the following basis for full time employees:

<u>Service Time</u>	<u>Pay Period Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
1-48 months	3-1/3 Hours	80 Hours	160 hours
49-96 months	5 Hours	120 Hours	240 hours
97-144 months	6-2/3 Hours	160 Hours	320 hours
145+ months	8-1/3 Hours	200 Hours	400 hours

- a. Vacation leave shall accrue on a semi-monthly basis based upon the employee's date of hire.
- b. New, probationary employees shall not be eligible to use vacation leave until they have completed six (6) full months of employment. If the employee resigns or is terminated during this six (6) month period, no vacation payout will be owed. Newly hired lateral police officers or rehired City of Central Point police officers may receive up to five years of service time as a police officer towards their vacation accrual.

- c. Vacation leave shall accrue during any paid leave of absence. Accruals will be prorated each pay period with any absence without pay or utilizing Paid Leave Oregon; refer to 21.4 Leave Accrual While on Leave Without Pay.
- d. Vacation leave shall accrue to the employee's bank after the hours are worked for the pay period and shall not be available for use until the following pay period.
- e. Only vacation hours previously accrued can be used; anticipated accrual hours may be scheduled, but such scheduling of use must be for time after the hours are actually accrued. Negative vacation accrual balances are not allowed.
- f. Part-time bargaining unit employees shall accrue vacation leave in direct proportion to full time equivalency. For example, an employee working half time would accrue vacation at 1-2/3 hours per pay period for 0 to 5 years, 2.5 hours per pay period for 5 to 10 years, etc.

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

17.3 Vacation Selection. Employees shall have the right to determine vacation times, subject to scheduling requirements for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to arrange scheduling so that each employee has an opportunity to, if they choose at some time during the calendar year, to use the full amount of the vacation credit which they 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 their right of seniority only during the vacation bid process. No employee will be allowed to use their seniority to cancel another employee's scheduled vacation. See Article 9.3.2 Seniority - Vacation and Time Off Bidding.

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

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

The City will respond to vacation requests, after the annual seniority bid process, on a first-come first-serve basis and without unreasonable delay once operational staffing considerations have been reviewed by the department, and if submitted at least seven (7) calendar days in advance. Notwithstanding, requests submitted with less than seven (7) days' notice that do not trigger the schedule change differential as outlined in Section 11.4 will be considered and may be approved on a case-by-case basis.

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

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

ARTICLE 18 – HOLIDAYS

18.1 Holidays: Full-time, Police Support Specialists. Full-time, Police Support Specialists shall be entitled to eight (8) 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) Juneteenth, June 19
- (f) Independence Day, July 4
- (g) Labor Day, first Monday in September
- (h) Veterans' Day, November 11
- (i) Thanksgiving Day, fourth Thursday in November
- (j) Day after Thanksgiving Day
- (k) Day before Christmas, December 24
- (l) Christmas Day, December 25
- (m) Two (2) floating holidays

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

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

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

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

18.2 Holiday Accrual: Full-time, Community Service Officers and Sworn Personnel. On each July 1st, 112 holiday hours will be credited. Credited hours will be prorated for new employees. Credited hours shall be subject to the 112 hour cap. For example, if an employee has more than 52 hours in their holiday bank as of June 30th, the number of hours to be added to the bank shall be adjusted so that the total is not more than 112 hours. The one, and only, exception to forfeiture of hours is if an employee has made a proper and timely request to take holiday time off and has received approval for such request, then the approved request is subsequently revoked by the Chief or Captain, any hours that would be forfeited due to the revocation shall be compensated at the straight time rate of pay.

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

The City will respond to holiday time off requests, after the annual seniority bid process for vacations, on a first-come first-serve basis without unreasonable delay once operational staffing considerations have been reviewed by the department, and if submitted at least seven (7) calendar days in advance. Notwithstanding, requests submitted with less than seven (7) days' notice that do not trigger the schedule change differential as outlined in Section 11.4 will be considered and may be approved on a case-by-case basis.

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

18.4 Holidays Worked. Employees who work on New Year's Day (January 1st), Independence day (July 4th), Thanksgiving day, after 4 pm on Christmas Eve (December 24th), or Christmas day (December 25th), shall be compensated at the rate of one and one-half (1½) times their regular rate of pay, for hours worked between the hours of 12:00 a.m. to 11:59 pm and between the hours of 4:00 pm to 11:59 pm on Christmas Eve.

ARTICLE 19 - SICK LEAVE

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

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 their absence to the designated department representative as soon as possible and prior to the time they are 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 (3) 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 their supervisor with sufficient information about their 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 separation of employment of an employee except as provided in 19.8.1.

19.4.1 Sick Leave Sellback to HRA-VEBA. On January 20, 2028, employees with a sick leave balance of greater than 520 hours on December 31, 2027 shall have the amount greater than 520 hours sold back at 50% of the employee base hourly rate on December 31, 2027 to the employee's HRA-VEBA account established pursuant to Section 22.5. Thereafter, annual sick leave (up to 96 hours) may be accrued and used but any unused annual sick leave remaining on the books on December 31st, shall be sold back at 50% of the employee base hourly rate on December 31st, provided the minimum 520 sick hours remain on the books following the sellback to the employee's HRA-VEBA account. Payment to be made on the January 20th paycheck. This paragraph may be reopened if this benefit becomes taxable by the Affordable Care Act or subsequent law.

19.5 Leave Without Pay\Layoff. Sick leave shall accrue during any paid leave of absence. Accruals will be prorated each pay period with any absent without pay or utilizing Paid Leave Oregon; refer to 21.4 Leave Accrual While on Leave Without Pay. Employees shall not accrue leave while on layoff status except as required under state or federal law; however, the returning employee shall have any previously accrued sick leave restored upon return to employment.

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

The City also recognizes as immediate family members for the purposes of this Article: domestic partner, minor sibling, 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 ⅓ of the employee's regularly scheduled work hours will be made against accrued sick leave. In such instances, Public Employees Retirement System (PERS) benefit will be prorated according to the amount of compensation paid by the City.

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

19.8.1 Accrued sick leave for OPSRP members. Upon separation of employment from the City of Central Point, a member of the Oregon Public Service Retirement Plan (OPSRP), sick leave in excess of 520 hours shall be cashed out at 50% of the employee's base hourly rate and deposited into the employee's HRA-VEBA account. This paragraph may be reopened if this benefit becomes taxable by the Affordable Care Act or subsequent law.

19.9 Paid Leave Oregon. The City shall participate in Paid Leave Oregon (PLO) or its successor for the duration of this contract. The Employee portion shall be withheld from the employee's paycheck. The City shall pay the Employer contribution. Employees may choose to utilize accrued sick, vacation, comp time, or holiday pay, for absences to supplement wages paid by the state, up to 100% of their regular gross wages. Employees shall notify the City per OAR 471-070-1310 and make note on their timesheet each day PLO is used and the amount of accrued leave used. See Section 21.4 Leave Accrual While on Leave Without Pay.

ARTICLE 20 - LEAVE OF ABSENCE WITH PAY

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

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

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

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

20.3 Civic Responsibility. The City appreciates that City employees are occasionally required to perform civic duties that may interfere with their scheduled work shift. This Section addresses how the performance of

civic responsibilities shall affect the employee's work schedule, work cycle, work shift, pay and use of leaves.

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

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

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

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

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

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

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

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

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

20.6 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 21 - 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. During a pay period that an employee is in a leave without pay status or utilizing Paid Leave Oregon, 19.1 Sick leave accrual and 17.1 Vacation accrual shall be prorated to the percentage of hours in a paid status from the City. (e.g. an employee works forty (40) hours and utilizes eight (8) hours of sick leave during an eighty (80) hour pay period and is unpaid by the City for the remainder of the pay period, the employee would receive sixty percent (60%) of vacation and sick leave accrual for the pay period.

ARTICLE 22 - 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

If the current insurance plan provider makes significant changes to the plan or ends the plan entirely, the parties agree to open negotiations over the changes under the provisions of ORS 243.698.

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. They are then covered for the month of February. An employee terminates January 25 after being on paid status the required 80 hours. They then are covered for the month of February. In both cases, if an employee is not on paid status for the required 80 hours in January, they 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. 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. If the total premium increases are greater than ten percent (10%) from the previous year, the parties agree to re-open this Section under the provisions of ORS 243.698 to bargain only the impact to the current cost-sharing plan of the total premiums.

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 \$170 per month to a Health Reimbursement Arrangement through a Voluntary Employees’ Beneficiary Association (hereinafter referred to as HRA or HRA VEBA) under Section 501 (c) (9) of the Internal Revenue Code for each full-time employee of the bargaining unit. The amount of the HRA contributions for part time employees shall be prorated based on full time equivalency of the employee’s position. Effective July 1, 2027, the City’s contribution shall increase to \$200 per month (\$100 per paycheck).

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 50% of monthly salary, up to a maximum of \$5,000 per month, effective the 91st day of disability. Salary changes

effective the 1st of the month change benefit amounts the 1st of the following month; salary changes effective the 16th of the month change benefit amounts on the first of the following second month. (e.g. pay change on 2/1 would result in the benefit change on 3/1; pay change on 2/16 would result in the benefit change on 4/1.)

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 23 - 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 24 - 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 their 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 25 - DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

ARTICLE 26 - 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 their immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Section 26.3.

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

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

Step II. If the grievant is not satisfied with the decision concerning the grievance made by the supervisor, they 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 their decision in writing.

Step III. If the grievant is not satisfied with the disposition of the grievance by the Chief, they 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 their decision in writing.

Step IV. If the grievant is not satisfied with the disposition of the grievance following Step III, they may within ten (10) business days from receipt of the decision, appeal the matter 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. If the grievance involves discipline of a sworn law enforcement officer, the moving party shall request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board.

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 their 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 they have 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 27 - 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 28 - 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 29 - DURATION

29.1 Duration. This Agreement shall be effective as of July 1, 2026 and shall remain in effect through June 30, 2029. However, no retroactive wage or benefit shall be granted any employee who was not an active employee in a position represented by this bargaining unit on the date of Agreement execution.

ARTICLE 30 - EXECUTION/SIGNATURES

Executed this ___ day of _____, 2026 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

Austin DePaolo, Secretary-Treasurer

Tanea Browning, Mayor

Rod Palmquist, Union Representative

Chris Clayton, City Manager

APPENDIX A – PAY SCHEDULE

Effective July 1, 2026:

- Step A of the pay scale shall be increased by **3.75%**. Each subsequent Step shall be 5% greater than the lower step. Should a retroactive payment be necessary, the retroactive payment will be paid on the regular paycheck, as soon as administratively feasible, following the City's receipt of the fully executed contract.

Effective July 1, 2027:

- Step A of the pay scale shall be increased by **3.75%**. Each subsequent Step shall be 5% greater than the lower step

Effective July 1, 2028:

- Step A of the pay scale shall be increased by **2.0%**. Each subsequent Step shall be 5% greater than the lower step
- Add Step H, Move Steps A & B to Step C; Rename Steps. Refer to 12.3.1 Step H

Schedule Effective 6/30/26										
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
200	Police Support Specialist	P110	4,221	4,432	4,654	4,887	5,131	5,388	5,657	
201	Community Services Officer	P117	4,480	4,704	4,939	5,186	5,445	5,717	6,003	
202	Police Officer	P145	5,741	6,028	6,329	6,645	6,977	7,326	7,692	
203	Corporal	P150	6,349	6,666	6,999	7,349	7,716	8,102	8,507	
Effective 7/1/2026										
3.75%	Increase to Step A and each subsequent step shall be 5% greater									
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
200	Police Support Specialist	P110	4,379	4,598	4,828	5,069	5,322	5,588	5,867	
201	Community Services Officer	P117	4,648	4,880	5,124	5,380	5,649	5,931	6,228	
202	Police Officer	P145	5,956	6,254	6,567	6,895	7,240	7,602	7,982	
203	Corporal	P150	6,587	6,916	7,262	7,625	8,006	8,406	8,826	
Effective 7/1/2027										
3.75%	Increase to Step A and each subsequent step shall be 5% greater									
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
200	Police Support Specialist	P110	4,543	4,770	5,009	5,259	5,522	5,798	6,088	
201	Community Services Officer	P117	4,822	5,063	5,316	5,582	5,861	6,154	6,462	
202	Police Officer	P145	6,179	6,488	6,812	7,153	7,511	7,887	8,281	
203	Corporal	P150	6,834	7,176	7,535	7,912	8,308	8,723	9,159	
Effective 7/1/2028										
2.00%	Increase to Step A and each subsequent step shall be 5% greater									
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
200	Police Support Specialist	P110	4,634	4,866	5,109	5,364	5,632	5,914	6,210	
201	Community Services Officer	P117	4,918	5,164	5,422	5,693	5,978	6,277	6,591	
202	Police Officer	P145	6,303	6,618	6,949	7,296	7,661	8,044	8,446	
203	Corporal	P150	6,971	7,320	7,686	8,070	8,474	8,898	9,343	
Then add Step H, Move Step A & Step B to Step C; then remove Step A & B										
Position#	Classification Title	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
200	Police Support Specialist	P110	4,634	4,866	5,109	5,364	5,632	5,914	6,210	6,521
201	Community Services Officer	P117	4,918	5,164	5,422	5,693	5,978	6,277	6,591	6,921
202	Police Officer	P145	6,303	6,618	6,949	7,296	7,661	8,044	8,446	8,868
203	Corporal	P150	6,971	7,320	7,686	8,070	8,474	8,898	9,343	9,810
Then, scale relettered after removing previous steps A & B										
Position#	Classification Title	Grade			Step A	Step B	Step C	Step D	Step E	Step F
200	Police Support Specialist	P110			5,109	5,364	5,632	5,914	6,210	6,521
201	Community Services Officer	P117			5,422	5,693	5,978	6,277	6,591	6,921
202	Police Officer	P145			6,949	7,296	7,661	8,044	8,446	8,868
203	Corporal	P150			7,686	8,070	8,474	8,898	9,343	9,810

RESOLUTION NO. _____

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

RECITALS:

1. The City of Central Point has a fundamental interest in the development of harmonious and cooperative relationships between the City and its employees; and
2. The City recognizes the rights of public employees to organize; and
3. The City recognizes and accepts that the principle and procedure of collective bargaining can alleviate various forms of strife and unrest; and
4. ORS 243 "Collective Bargaining" defines and outlines the policies involved in collective bargaining between public entities and public employers; and
5. The current Police collective bargaining agreement expires on June 30, 2026; and
6. This agreement is a three-year collective bargaining agreement from July 1, 2026 through June 30, 2029.

The City of Central Point resolves as follows:

Section 1. 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 _____, 2026.

Mayor Tanea Browning

ATTEST:

City Recorder



DEPARTMENT: Public Works

MEETING DATE: May 28, 2026

STAFF CONTACT: Matt Samitore, Parks and Public Works Director

SUBJECT: Crest-Vista Waterline Bid

SUMMARY AND BACKGROUND:

The City solicited bids for the Vista Waterline Replacement project on April 28, 2026. The City received 9 qualified bids. The low bidder was Express Excavation, LLC at \$490,378.00.

This contract will encompass the replacement of critically failing existing waterline in the Crest Drive, Triangle Drive and Vista Drive area off of 10th Street.

PREVIOUSLY DISCUSSED/DECIDED:

NA

FINANCIAL ANALYSIS:

In order to pay for this emergency project three other projects in the 25/27FY budget have been canceled; Laurel Street Phase 2, Hopkins Road and the Water Resiliency Plan.

LEGAL ANALYSIS:

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Community Investment; Goal 5 – Plan, design, and construct modern and efficient infrastructure in all areas and systems. Strategies 3 and 4.

ATTACHMENTS/EXHIBITS:

1. Bid Advertisement
2. Vista_Waterline_Bid_Tabulation
3. resol_crest1 v.2

STAFF RECOMMENDATION:

Approve the Resolution awarding the Crest-Vista Waterline Project to Express Excavation, LLC for \$490,378.00

RECOMMENDED MOTION:

Approve Resolution No. _____ awarding the Crest-Vista Waterline Project to Express Excavation, LLC for \$490,378.00 and authorizing the City Manager to sign the contract.



Department of Public Works
ADVERTISEMENT FOR BIDS
NOTICE TO CONTRACTORS
PUBLIC IMPROVEMENT PROJECT:
Vista Waterline Replacement
QuestCDN #10134044

PROJECT DESCRIPTION: Waterline replacement for the City of Central Point to commence on three streets. Vista Drive, Crest Drive, and Triangle Drive. This is a City funded project.

COST ESTIMATE: \$655,000

Plans and specifications will be available **online only** at www.questcdn.com beginning **04/04/2026**. Any addenda issued will be posted on the above website.

SCHEDULE:

Date	Activity
Weekends of 4/4 and 4/11/26	Bid Advertisement
4/21/2026 5:00 pm	Last questions. Final addenda issuance to follow.
4/28/2026 2:00pm	Bid Date
4/30/2026	Notice of Intent to Award
5/28/2026	Award at Council meeting
6/1/2026	Start Date
9/4/2026	Work Completion Date

Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 pm on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 pm on the same date. Bids will be considered received once they have been time-stamped by City staff. The sealed bid must plainly identify on the outside of the sealed envelope: 1) Vista Waterline Replacement; 2) bid opening time and date; 3) Bidder's name; and 4) contractor's license number. Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 at 2:00 pm on **4/28/2026**, for the above referenced project. Bidder questions will be received until 5:00 pm on 04/21/2026. All times are local.

Please direct all questions to Greg Graves at 541-664-3321 (x225) or greg.graves@centralpointoregon.gov. The deadline for bidder questions is **04/21/2026**.

Work shall begin no earlier than **June 1, 2026**, and **must be completed no later than September 4th, 2026**.

Award of the contract will not be final until the later of: 1) three business days after the City of Central Point announces Notice of Intent to Award, or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

Bidders must be prequalified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford or the Oregon Department of Transportation. If the Bidder is disqualified in any of these jurisdictions, the Bidder will be ineligible for this contract. **In addition to being prequalified as described above, all Bidders must be listed as plan holders for the project on www.questcdn.com, to be considered eligible to bid.**

The contract is for public work subject to ORS 279C.800 to 279.870. This project is subject to Oregon prevailing wage rates.

Work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so. The City of Central Point reserves the right to waive minor discrepancies or errors in bids. However, any bid with an unsigned Bid Schedule will be immediately rejected.

CITY OF CENTRAL POINT

Matt Samitore, Parks and Public Works Director

PUBLISHED:

Daily Courier

Daily Journal of Commerce

PUBLISH DATES: 04/04/2026, and 04/11/2026

VISTA WATERLINE REPLACEMENT — BID SUMMARY

City of Central Point

Rank	Contractor	Stated Total	Calc. Extension	Δ (Calc – Stated)	Spread vs Low
1	Express Excavation	\$490,378.00	\$490,378.00	—	—
2	Northcore Excavation	\$504,387.89	\$504,387.89	—	+2.9%
3	Mars Construction	\$511,326.00	\$513,320.00	\$1,994.00	+4.3%
4	Visar Construction	\$520,354.00	\$520,354.00	—	+6.1%
5	Pilot Rock	\$547,618.00	\$547,618.00	—	+11.7%
6	C+C Contractors	\$619,242.00	\$619,242.00	—	+26.3%
7	3D Contracting	\$627,470.00	\$627,470.00	—	+28.0%
8	Timber Mountain	\$711,076.00	\$711,076.00	—	+45.0%
9	Knife River (LTM Inc.)	\$731,731.00	\$731,731.00	—	+49.2%

Statistics

Number of Bidders	9
Low Bid	\$490,378.00
High Bid	\$731,731.00
Average Bid	\$584,842.54
Median Bid	\$547,618.00
Spread (High – Low)	\$241,353.00
Spread % (High vs Low)	49.2%

Notes

Bids ranked by total bid amount as written on the bid form.

Unit prices govern over the bid total per Oregon public bidding practice (ORS 279C). Where a contractor's extended unit prices do not match their stated total, the "Δ" column flags the discrepancy for review:

- *Mars Construction: bid form total understates the extended unit prices by approximately \$1,994 (Item 130 air release valve appears written as \$2,000 each but only extended to \$2,000 total for qty 2; Item 150 crank under sewer extension is shown as \$7,506 but should be \$7,500 at unit price of \$7,500).*

These are minor irregularities; per ORS, the unit prices govern, but stated totals control bid ranking unless the City formally corrects the bid.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE LOWEST QUALIFIED BID FOR THE CONSTRUCTION OF CREST-VISTA WATERLINE REPLACEMENT PROJECT TO EXPRESS EXCAVATION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT.

RECITALS:

A. WHEREAS, the City recently published a solicitation for the lowest bids for the construction of the Crest-Vista Waterline Replacement Project.

B. WHEREAS, the City received nine qualified bids.

C. WHEREAS, the lowest bid was submitted by Express Excavation, LLC. for \$490,378.00.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the lowest bid from Express Excavation, LLC in the amount of \$490,378.00 for the construction of the Crest-Vista Waterline Replacement Project.

Section 2. The City Manager is hereby authorized to execute a contract and any related documents necessary to effectuate the acceptance of this award in a form substantially the same as that included in the specifications.

Section 3. This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2026.

Mayor Tanea Browning

ATTEST:

City Recorder

1 - Resolution No. _____ (5/28/2026 Council meeting)

May 28, 2026

Item Summary

Consideration of three (3) separate resolutions to annex 5.45 acres into the City of Central Point pursuant to ORS 222.125 (full consent annexation). The properties are:

- 4258 Hamrick Road – 1.78 acres – 37 2W 01CB, Tax Lot 800 – Applicants: Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC.
- 1955 Scenic Avenue – 2.53 acres – 37 2W 03BA, Tax Lot 100 – Applicant: Jackson County School District No. 6.
- 4632 North Pacific Highway – 1.14 acres – 37 2W 03BD, Tax Lot 400 – Applicant: Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust.

Staff Source

Stephanie Powers, Planning Director

Background

The City has received three separate applications for annexation, each consisting of a property within the Central Point Urban Growth Boundary (UGB) that is contiguous to the current city limits. All three applications are full consent annexations under ORS 222.125, meaning every owner of record in the territory proposed for annexation has provided written, notarized consent to annexation, which has been filed with the City. None of the territories contain registered electors who would need to provide consent.

Because each application is independent of the others, with separate applicants, separate consent packages, and separate legal descriptions, staff has prepared three separate resolutions for Council consideration. The three resolutions are presented together in this consolidated staff report for efficiency, but each may be acted on individually.

4258 Hamrick Road (Tax Lot 800)

The 1.78-acre property is occupied by an existing single-family residence and is pre-zoned Tourist and Office Professional (C-4) on the City's zoning map. No concurrent zone change is required. The property is contiguous to the city limits along its northern, eastern, and southern boundaries.

1955 Scenic Avenue (Tax Lot 100)

The 2.53-acre property is owned by Jackson County School District No. 6 and is pre-zoned Open Space (OS). It includes a segment of Griffin Creek and a portion of the

school baseball field. The site is contiguous to the city limits along its western boundary (Nancy Avenue) and adjacent City-limit segments.

4632 North Pacific Highway (Tax Lot 400)

The 1.14-acre property is occupied by a single-family residence and associated improvements. The entire exterior boundary of the property is contiguous with the current city limits, making it an enclaved parcel within the City. The property is pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City's zoning map; no concurrent zone change is required.

Authority

ORS 222.125 authorizes annexation of property contiguous to a city when all of the owners of land in the territory, and not less than fifty percent of the electors (if any) residing in the territory, consent in writing to the annexation and file a statement of consent with the legislative body. Upon receipt, the legislative body may, by resolution or ordinance, set the final boundaries of the area and proclaim the annexation, without holding an election or public hearing.

CPMC 17.94.020(B)(1) implements this statutory exception by expressly providing that a public hearing is not required for an annexation when all owners of land and not less than fifty percent of any resident electors consent in writing per ORS 222.125. As a result, no published or posted notice of hearing is required for any of the three annexations addressed in this report.

Approval Criteria and Findings

Pursuant to CPMC 17.94.030, the City Council must find that the following requirements are met in order to approve an annexation. Findings supporting each criterion are provided below for each of the three properties.

- A. **The land is within the City's Urban Growth Boundary.** As demonstrated by Jackson County and City GIS mapping, all three properties are within the Central Point UGB.
- B. **The land is contiguous to the current city limits.** All three properties are contiguous to the current city limits as required by ORS 222.111(1) and CPMC 17.94.030(B).
 - 4258 Hamrick Road: Contiguous along the northern boundary (with Central Point East, Phase 1), the eastern boundary (Biddle Road right-of-way), and the southern boundary.
 - 1955 Scenic Avenue: Contiguous along the western boundary at Nancy Avenue and adjacent City-limit segments.
 - 4632 North Pacific Highway: The entire exterior boundary of the property is contiguous with the current city limits; the property is an enclaved parcel.
- C. **The land is zoned in accordance with CPMC 17.94.040.** CPMC 17.94.040 provides that the appropriate zoning district shall be applied to a newly annexed area if pre-designated on the City's zoning map, and that the applicant shall

submit a concurrent zone map amendment only if no zoning district has been designated.

- 4258 Hamrick Road: Pre-designated Tourist and Office Professional (C-4) on the City’s zoning map. C-4 will apply upon annexation. No concurrent zone change is required.
- 1955 Scenic Avenue: Pre-designated on the City’s zoning map as Open Space (OS); the applicable district will apply upon annexation. No concurrent zone change is required.
- 4632 North Pacific Highway: Pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City’s zoning map. LMR will apply upon annexation. No concurrent zone change is required.

D. Written consent of the landowners and/or electors per ORS 222.125 or 222.170. Each application includes signed and notarized irrevocable written consent to annexation from one hundred percent (100%) of the record owners of the respective territory, filed with the City. None of the three territories contain resident electors. Consent statements have been reviewed for compliance with the one-year filing window under ORS 222.173 (or contain an express waiver of that period).

- 4258 Hamrick Road: Notarized irrevocable consents executed by Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC in July 2025. The one-year period under ORS 222.173 is expressly waived in the consent documents.
- 1955 Scenic Avenue: Notarized irrevocable consent executed by Jackson County School District No. 6 by its authorized representative.
- 4632 North Pacific Highway: Notarized irrevocable consents executed by Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust, in October 2025.

Orderly Provision of Public Facilities

The City-County Urban Growth Boundary and Policy Agreement requires that urban facilities and services be adequate to accommodate the level of growth allowed by the Comprehensive Plan within an annexation area, either prior to or concurrent with development. Public Works and Rogue Valley Sewer Services have reviewed the existing public facilities relative to each of the three properties and concluded that public facilities can be provided or extended to each site. Any future enhancements made necessary by redevelopment of an annexed area will be the responsibility of the developer and regulated through the City’s land use application process.

Public Notice

Pursuant to CPMC 17.94.020(B)(1) and ORS 222.125, no public hearing is required for any of these annexations and no published or posted notice of hearing is required. Each application has been processed administratively and is presented to the City Council as a resolution for proclamation of annexation.

Action

Consider three (3) separate resolutions to annex the subject properties. The Council may act on the resolutions individually, may approve, approve with revisions, or deny each application.

Recommendation

Approve the three (3) resolutions to annex the subject properties.

Recommended Motions

Motion 1 – 4258 Hamrick Road:

“I move to approve Resolution No. ____ a Resolution to annex 1.78 acres located at 4258 Hamrick Road and identified on the Jackson County Assessor’s Map as 37 2W 01CB, Tax Lot 800 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 2 – 1955 Scenic Avenue:

“I move to approve Resolution No. ____ a Resolution to annex 2.53 acres located at 1955 Scenic Avenue and identified on the Jackson County Assessor’s Map as 37 2W 03BA, Tax Lot 100 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 3 – 4632 North Pacific Highway:

“I move to approve Resolution No. ____ a Resolution to annex 1.14 acres located at 4632 North Pacific Highway as identified on the Jackson County Assessor’s Map as 37 2W 03BD, Tax Lot 400 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Attachments

Attachment 1 – Vicinity and Zoning Map 4258 Hamrick Road

Attachment 2 – Vicinity and Zoning Map 1955 Scenic Avenue

Attachment 3 – Vicinity and Zoning Map 4632 North Pacific Highway

Attachment 4 – Annexation Notarized Consents (All 3 Properties)

Attachment 5 – City Council Resolution No. ____ Annexing 4258 Hamrick Road

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 6 – City Council Resolution No. ____ Annexing 1955 Scenic Avenue

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 7 – City Council Resolution No. ____ Annexing 4632 North Pacific Highway

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

RESOLUTION NO. _____

A RESOLUTION TO ANNEX 1.78 ACRES, LOCATED AT 4258 HAMRICK ROAD AND IDENTIFIED ON THE JACKSON COUNTY ASSESSOR’S MAP AS 37 2W 01CB, TAX LOT 800.

File No. ANNEX-26001

RECITALS:

- A. Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC own one tax lot at 4258 Hamrick Road, identified as 37 2W 01CB, Tax Lot 800, consisting of 1.78 acres and generally described by attached Exhibit “A” Legal Description and Exhibit “B” Annexation Map of Survey, which is not located within the City of Central Point city limits.
- B. This annexation is a full consent annexation as all owners of the subject property have consented in writing to the annexation. In accordance with ORS 222.125, full consent annexations do not require an election or hearing.
- C. The subject property is within the Central Point Urban Growth Boundary and is contiguous to the current city limits.
- D. The City Manager, or designee, will transmit a copy of this resolution to the Oregon Secretary of State. This annexation is effective when filed with the Oregon Secretary of State pursuant to ORS 222.180.

The City of Central Point resolves as follows:

Section 1: The property at 4258 Hamrick Road, described in the above recitals and set forth in attached Exhibits “A” and “B,” is proclaimed to be annexed to the City of Central Point.

Section 2: The property described at Exhibits A and B is hereby zoned Tourist and Office Professional (C-4) on the City’s adopted Zoning Map. No concurrent zone change is required.

Section 3: The City Manager or his designee shall submit to the Oregon Secretary of State the necessary documents showing the subject property has been annexed into the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2026.

Mayor Tanea West Browning

ATTEST:

City Recorder

EXHIBIT " A "

**ANNEXATION DESCRIPTION SHEET
37 2W 01CB, TAX LOT 800**

All that certain real property described in Instrument Number 90-06311, of the Official Records of Jackson County, Oregon, a portion of which being located in Donation Land Claims Numbered 55 and 56, in the Northwest One-quarter of the Southwest One-quarter of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon. The exterior boundary of which is more particularly described as follows:

Commencing at the Initial Point of BROOKDALE GARDENS NO. 2, recorded September 29, 2004, in Volume 30 at Page 64, of the Plat Records of Jackson County, Oregon, and filed as Survey Number 18444 in the office of the Jackson County Surveyor, being on the easterly right-of-way of Hamrick Road; thence along said right-of-way, South 00°32'40" East, 120.53 feet to the northwesterly corner of said Instrument Number 90-06311 and the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way and along the boundary of said Instrument Number 90-06311, the following courses and distances: North 89°18'18" East, 702.73 feet to the westerly boundary of CENTRAL POINT EAST, PHASE 1, recorded February 3, 1999, in Volume 25 at Page 7, of the Plat Records of Jackson County, Oregon, and filed as Survey Number 16027 in the office of the Jackson County Surveyor; thence along the westerly boundary of said CENTRAL POINT EAST, PHASE 1, South 00°29'16" East, 120.53 feet to the northerly right-of-way of Biddle Road; thence leaving said westerly boundary and along said northerly right-of-way, South 89°18'18" West, 68.62 feet to the beginning of a curve concave to the south having a radius of 11504.16 feet and a central angle of 02°34'09" (the long chord of which bears North 89°06'50" West, 515.79 feet); thence along said curve, 515.83 feet; thence South 89°36'06" West, 65.69 feet; thence North 66°10'14" West, 57.83 feet to the easterly right-of-way of Hamrick Road; thence along said easterly right-of-way, North 00°32'40" West, 81.95 feet to the Point of Beginning.

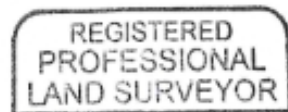
Containing 1.78 acres, more or less.

BASIS OF BEARINGS: Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

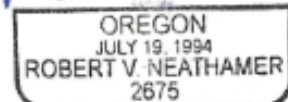
This description is prepared for the distinct purpose of outlining an area to be annexed into the City of Central Point, Oregon and is not sufficient for the conveyance of real property, the determination or creation of real property boundaries.

Prepared By:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
Medford, Oregon 97501
Phone: (541) 732-2869
FAX: (541) 732-1382
Project Number: 09002-T-69

Date: August 21, 2025



Robert V. Neathamer



RENEWAL: DEC. 31, 2026

Attachment 4 - Annexation Notarized Consents (All 3 Properties)

WRITTEN CONSENT OF OWNER

I/we, HAMRICK CORNERS, LLC; SMTWO, LLC; CNK FACILITY, LLC, the property owner(s) of
[Insert property owner name(s)]

4258 Hamrick Rd, Central Point, identified on the Jackson County Assessor's Map as
[Insert site address]

372W01CB 800, hereby consent to the filing of an application for
[Insert Map and Tax Lot number(s)]

_____ on said property, and will allow _____
[Insert Project Name] [Insert Agent Name]

to represent me before the City of Central Point approving authority.

SIGNATURE(S)

HAMRICK CORNERS, LLC
Print Name

[Signature] 7/25/25
Signature Date

SMTWO, LLC
Print Name

X [Signature] 7/25/25
Signature Date

CNK FACILITY, LLC
Print Name

X [Signature] 7/29/25
Signature Date

Print Name

Signature Date

IRREVOCABLE WRITTEN CONSENT OF OWNER TO ANNEX

Consent is hereby given to the City of Central Point to annex the following property into the corporate limits of said city, which is described below:

Map and Tax Lot: 372W01CB 800
 Address: 4258 Hamrick Rd, Central Point

The above real property is owned by the undersigned below who hereby agree that the consent to annex the property described above shall be binding upon our heirs, successors, and assigns forever, being a covenant running with the land. The one-year period prescribed by ORS 222.173 is hereby waived.

DATED this 25th day of July, 2025.

HAMRICK CORNERS, LLC
 x [Signature]
 Print Name: _____

DWTWO, LLC
 x [Signature]
 Print Name: _____

CALIFORNIA, LLC
[Signature]

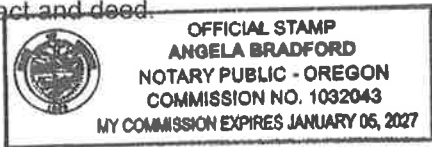


STATE OF OREGON)
 County of Jackson)

On this 25th day of JULY, 2025, personally appeared

FRANK J. Pulver III, Hamrick Corners, John Patzer, DWTWO, LLC

Who being duly sworn did acknowledge the foregoing instrument to be his/her/their voluntary act and deed.



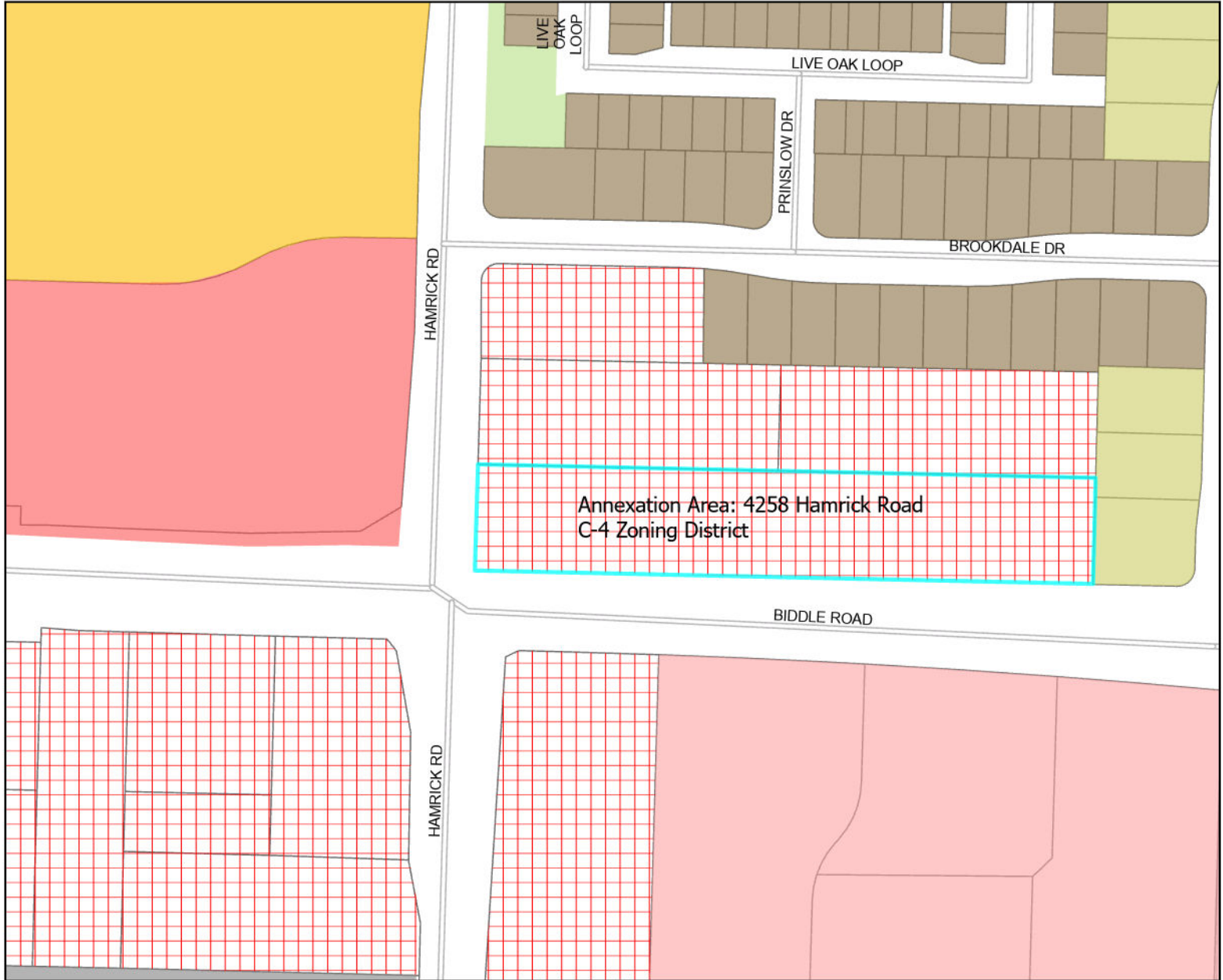
Angela Bradford
 Notary Public for Oregon
 My Commission expires 1/5/2027

Filed with the City of Central Point this 1st day of August, 2025.

Stephanie Powers
 Planning Director or Designee

Attachment 1 - Vicinity and Zoning Map

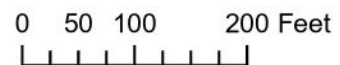
4258 Hamrick Road | 37S 2W 01CB, Tax Lot 800 | File No. Annex-26001



Legend

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

Reference Map prepared by Central Point Planning.
 Source: Central Point Official Zoning Shapefile (3-2026)
 Date: May 20, 2026



May 28, 2026

Item Summary

Consideration of three (3) separate resolutions to annex 5.45 acres into the City of Central Point pursuant to ORS 222.125 (full consent annexation). The properties are:

- 4258 Hamrick Road – 1.78 acres – 37 2W 01CB, Tax Lot 800 – Applicants: Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC.
- 1955 Scenic Avenue – 2.53 acres – 37 2W 03BA, Tax Lot 100 – Applicant: Jackson County School District No. 6.
- 4632 North Pacific Highway – 1.14 acres – 37 2W 03BD, Tax Lot 400 – Applicant: Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust.

Staff Source

Stephanie Powers, Planning Director

Background

The City has received three separate applications for annexation, each consisting of a property within the Central Point Urban Growth Boundary (UGB) that is contiguous to the current city limits. All three applications are full consent annexations under ORS 222.125, meaning every owner of record in the territory proposed for annexation has provided written, notarized consent to annexation, which has been filed with the City. None of the territories contain registered electors who would need to provide consent.

Because each application is independent of the others, with separate applicants, separate consent packages, and separate legal descriptions, staff has prepared three separate resolutions for Council consideration. The three resolutions are presented together in this consolidated staff report for efficiency, but each may be acted on individually.

4258 Hamrick Road (Tax Lot 800)

The 1.78-acre property is occupied by an existing single-family residence and is pre-zoned Tourist and Office Professional (C-4) on the City's zoning map. No concurrent zone change is required. The property is contiguous to the city limits along its northern, eastern, and southern boundaries.

1955 Scenic Avenue (Tax Lot 100)

The 2.53-acre property is owned by Jackson County School District No. 6 and is pre-zoned Open Space (OS). It includes a segment of Griffin Creek and a portion of the

school baseball field. The site is contiguous to the city limits along its western boundary (Nancy Avenue) and adjacent City-limit segments.

4632 North Pacific Highway (Tax Lot 400)

The 1.14-acre property is occupied by a single-family residence and associated improvements. The entire exterior boundary of the property is contiguous with the current city limits, making it an enclaved parcel within the City. The property is pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City's zoning map; no concurrent zone change is required.

Authority

ORS 222.125 authorizes annexation of property contiguous to a city when all of the owners of land in the territory, and not less than fifty percent of the electors (if any) residing in the territory, consent in writing to the annexation and file a statement of consent with the legislative body. Upon receipt, the legislative body may, by resolution or ordinance, set the final boundaries of the area and proclaim the annexation, without holding an election or public hearing.

CPMC 17.94.020(B)(1) implements this statutory exception by expressly providing that a public hearing is not required for an annexation when all owners of land and not less than fifty percent of any resident electors consent in writing per ORS 222.125. As a result, no published or posted notice of hearing is required for any of the three annexations addressed in this report.

Approval Criteria and Findings

Pursuant to CPMC 17.94.030, the City Council must find that the following requirements are met in order to approve an annexation. Findings supporting each criterion are provided below for each of the three properties.

- A. **The land is within the City's Urban Growth Boundary.** As demonstrated by Jackson County and City GIS mapping, all three properties are within the Central Point UGB.
- B. **The land is contiguous to the current city limits.** All three properties are contiguous to the current city limits as required by ORS 222.111(1) and CPMC 17.94.030(B).
 - 4258 Hamrick Road: Contiguous along the northern boundary (with Central Point East, Phase 1), the eastern boundary (Biddle Road right-of-way), and the southern boundary.
 - 1955 Scenic Avenue: Contiguous along the western boundary at Nancy Avenue and adjacent City-limit segments.
 - 4632 North Pacific Highway: The entire exterior boundary of the property is contiguous with the current city limits; the property is an enclaved parcel.
- C. **The land is zoned in accordance with CPMC 17.94.040.** CPMC 17.94.040 provides that the appropriate zoning district shall be applied to a newly annexed area if pre-designated on the City's zoning map, and that the applicant shall

submit a concurrent zone map amendment only if no zoning district has been designated.

- 4258 Hamrick Road: Pre-designated Tourist and Office Professional (C-4) on the City’s zoning map. C-4 will apply upon annexation. No concurrent zone change is required.
- 1955 Scenic Avenue: Pre-designated on the City’s zoning map as Open Space (OS); the applicable district will apply upon annexation. No concurrent zone change is required.
- 4632 North Pacific Highway: Pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City’s zoning map. LMR will apply upon annexation. No concurrent zone change is required.

D. Written consent of the landowners and/or electors per ORS 222.125 or 222.170. Each application includes signed and notarized irrevocable written consent to annexation from one hundred percent (100%) of the record owners of the respective territory, filed with the City. None of the three territories contain resident electors. Consent statements have been reviewed for compliance with the one-year filing window under ORS 222.173 (or contain an express waiver of that period).

- 4258 Hamrick Road: Notarized irrevocable consents executed by Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC in July 2025. The one-year period under ORS 222.173 is expressly waived in the consent documents.
- 1955 Scenic Avenue: Notarized irrevocable consent executed by Jackson County School District No. 6 by its authorized representative.
- 4632 North Pacific Highway: Notarized irrevocable consents executed by Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust, in October 2025.

Orderly Provision of Public Facilities

The City-County Urban Growth Boundary and Policy Agreement requires that urban facilities and services be adequate to accommodate the level of growth allowed by the Comprehensive Plan within an annexation area, either prior to or concurrent with development. Public Works and Rogue Valley Sewer Services have reviewed the existing public facilities relative to each of the three properties and concluded that public facilities can be provided or extended to each site. Any future enhancements made necessary by redevelopment of an annexed area will be the responsibility of the developer and regulated through the City’s land use application process.

Public Notice

Pursuant to CPMC 17.94.020(B)(1) and ORS 222.125, no public hearing is required for any of these annexations and no published or posted notice of hearing is required. Each application has been processed administratively and is presented to the City Council as a resolution for proclamation of annexation.

Action

Consider three (3) separate resolutions to annex the subject properties. The Council may act on the resolutions individually, may approve, approve with revisions, or deny each application.

Recommendation

Approve the three (3) resolutions to annex the subject properties.

Recommended Motions

Motion 1 – 4258 Hamrick Road:

“I move to approve Resolution No. ____ a Resolution to annex 1.78 acres located at 4258 Hamrick Road and identified on the Jackson County Assessor’s Map as 37 2W 01CB, Tax Lot 800 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 2 – 1955 Scenic Avenue:

“I move to approve Resolution No. ____ a Resolution to annex 2.53 acres located at 1955 Scenic Avenue and identified on the Jackson County Assessor’s Map as 37 2W 03BA, Tax Lot 100 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 3 – 4632 North Pacific Highway:

“I move to approve Resolution No. ____ a Resolution to annex 1.14 acres located at 4632 North Pacific Highway as identified on the Jackson County Assessor’s Map as 37 2W 03BD, Tax Lot 400 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Attachments

Attachment 1 – Vicinity and Zoning Map 4258 Hamrick Road

Attachment 2 – Vicinity and Zoning Map 1955 Scenic Avenue

Attachment 3 – Vicinity and Zoning Map 4632 North Pacific Highway

Attachment 4 – Annexation Notarized Consents (All 3 Properties)

Attachment 5 – City Council Resolution No. ____ Annexing 4258 Hamrick Road

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 6 – City Council Resolution No. ____ Annexing 1955 Scenic Avenue

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 7 – City Council Resolution No. ____ Annexing 4632 North Pacific Highway

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

RESOLUTION NO. _____

A RESOLUTION TO ANNEX 2.53 ACRES, LOCATED AT 1955 SCENIC AVENUE AND IDENTIFIED ON THE JACKSON COUNTY ASSESSOR’S MAP AS 37 2W 03BA, TAX LOT 100.

File No. ANNEX-26001

RECITALS:

- A. Jackson County School District No. 6 owns one tax lot at 1955 Scenic Avenue, identified as 37 2W 03BA, Tax Lot 100, consisting of 2.53 acres and generally described by attached Exhibit “A” Legal Description and Exhibit “B” Annexation Map of Survey, which is not located within the City of Central Point city limits.
- B. This annexation is a full consent annexation as all owners of the subject property have consented in writing to the annexation. In accordance with ORS 222.125, full consent annexations do not require an election or hearing.
- C. The subject property is within the Central Point Urban Growth Boundary and is contiguous to the current city limits.
- D. The City Manager, or designee, will transmit a copy of this resolution to the Oregon Secretary of State. This annexation is effective when filed with the Oregon Secretary of State pursuant to ORS 222.180.

The City of Central Point resolves as follows:

Section 1: The property at 1955 Scenic Avenue, described in the above recitals and set forth in attached Exhibits “A” and “B,” is proclaimed to be annexed to the City of Central Point.

Section 2: The property described at Exhibits A and B is hereby zoned as Open Space (OS) on the City’s adopted Zoning Map. No concurrent zone change is required.

Section 3: The City Manager or his designee shall submit to the Oregon Secretary of State the necessary documents showing the subject property has been annexed into the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2026.

Mayor Tanea West Browning

ATTEST:

City Recorder

EXHIBIT " A "

**ANNEXATION DESCRIPTION SHEET
37 2W 03BA, TAX LOT 100**

All that certain real property described in Instrument Number 68-01023, of the Official Records of Jackson County, Oregon, being located in the Northeast One-quarter of the Northwest One-quarter of Section 3, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon. The exterior boundary of which is more particularly described as follows:

Commencing at the north one-quarter corner of said Section 3; thence South 89°25'31" West, 236.60 feet; thence South 00°48'29" East, 50.00 feet to the southerly right-of-way of Scenic Avenue and the **TRUE POINT OF BEGINNING**; thence along said right-of-way, South 49°36'29" East, 313.00 feet to the east line of the Northwest One-quarter of Section 3, said township and range; thence leaving said right-of-way and along said east line, South 00°34'29" East, 747.40 feet; thence leaving said east line, South 89°25'31" West, 46.00 feet to the east line of GREEN GLEN SUBDIVISION UNIT NO. 2, recorded October 18, 1978, in Volume 13, Page 59, of the Plat Records of Jackson County, Oregon, and filed as Survey Number 7449 in the office of the Jackson County Surveyor; thence along the east lines of said GREEN GLEN SUBDIVISION UNIT NO. 2 and GREEN GLEN SUBDIVISION UNIT NO. 1, recorded February 17, 1978, in Volume 13, Page 28, of the Plat Records of Jackson County, Oregon, and filed as Survey Number 7110 in the office of the Jackson County Surveyor, North 11°52'28" West, 971.44 feet to the Point of Beginning.

Containing 2.53 acres, more or less.

BASIS OF BEARINGS: Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

This description is prepared for the distinct purpose of outlining an area to be annexed into the City of Central Point, Oregon and is not sufficient for the conveyance of real property, the determination or creation of real property boundaries.

Prepared By:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
Medford, Oregon 97501
Phone: (541) 732-2869
FAX: (541) 732-1382
Project Number: 09002-T-69

Date: August 21, 2025

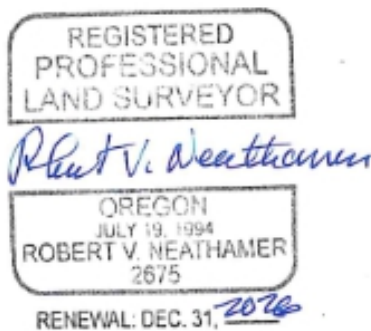
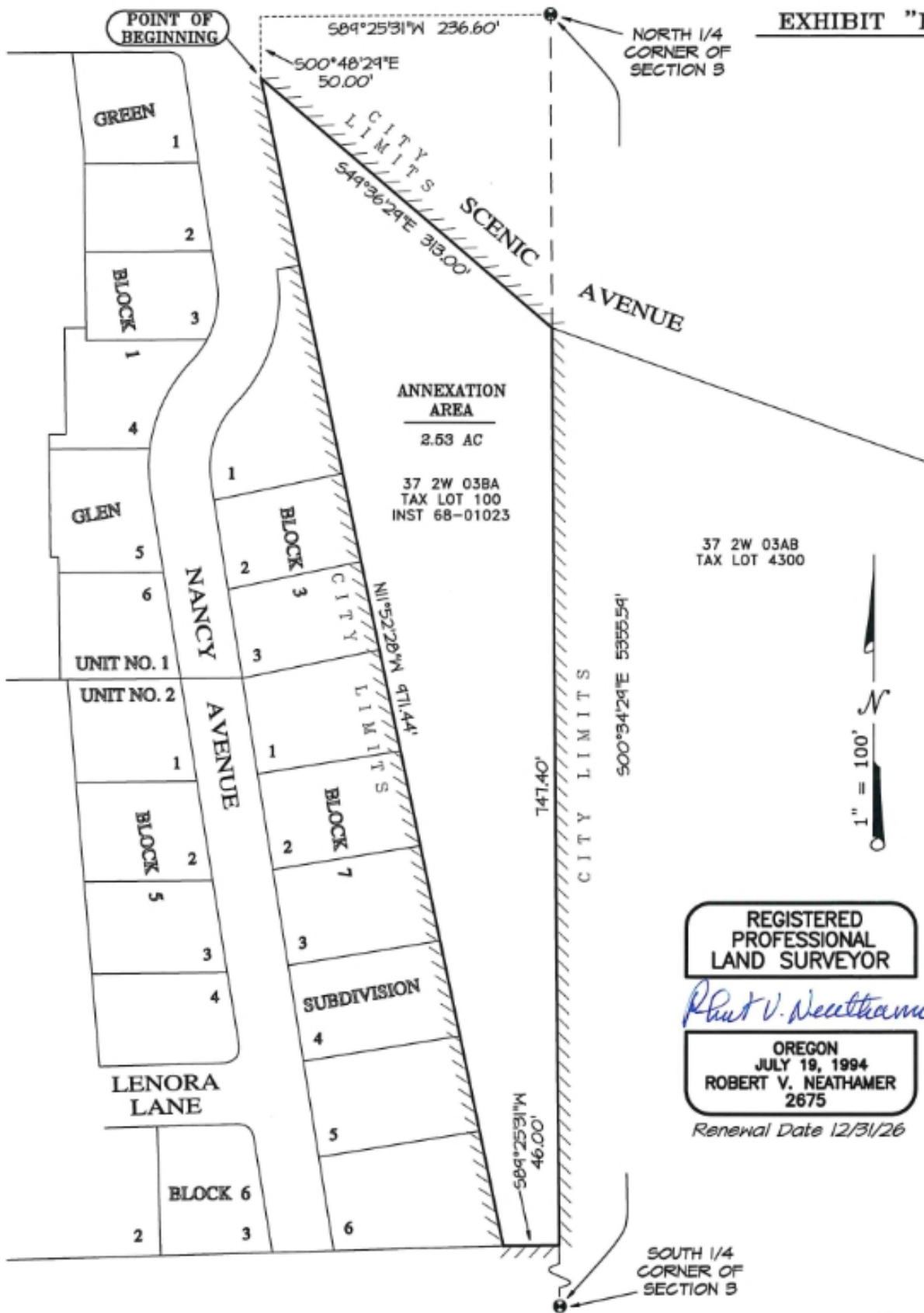


EXHIBIT "B"



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert V. Neathamer

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/26

WRITTEN CONSENT OF OWNER

I/we, JACKSON COUNTY SCHOOL DIST. No 6 the property owner(s) of
[Insert property owner name(s)]

1955 SCENIC AVE., identified on the Jackson County Assessor's Map as
[Insert site address]

372W03BA - 100, hereby consent to the filing of an application for
[Insert Map and Tax Lot number(s)]

Annexation on said property, and will allow SPENCER DAVENPORT
[Insert Project Name] [Insert Agent Name]

to represent me before the City of Central Point approving authority.

SIGNATURE(S)

WALT DAVENPORT
Print Name

[Signature] Date 3/3/26
Signature

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

IRREVOCABLE WRITTEN CONSENT OF OWNER TO ANNEX

Consent is hereby given to the City of Central Point to annex the following property into the corporate limits of said city, which is described below:

Map and Tax Lot: 372W03BA - 100


Address: 1955 SCENIC AVE, CENTRAL POINT

The above real property is owned by the undersigned below who hereby agree that the consent to annex the property described above shall be binding upon our heirs, successors, and assigns forever, being a covenant running with the land. The one-year period prescribed by ORS 222.173 is hereby waived.

DATED this 3 day of MARCH, 2026.

WALT DAVENPORT

Print Name:



Print Name:

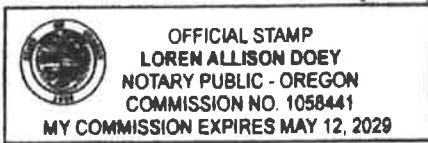
STATE OF OREGON)

County of Jackson)

On this 20TH day of MAY, 2026, personally appeared

WALTER WILLIAM DAVENPORT 

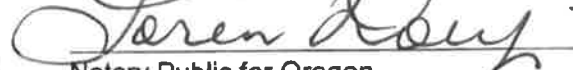
Who being duly sworn did acknowledge the foregoing instrument to be his/her/their voluntary act and deed.



5/20/26

LD

LOREN ALLISON DOEY



#1058441

Notary Public for Oregon

My Commission expires 5.12.29

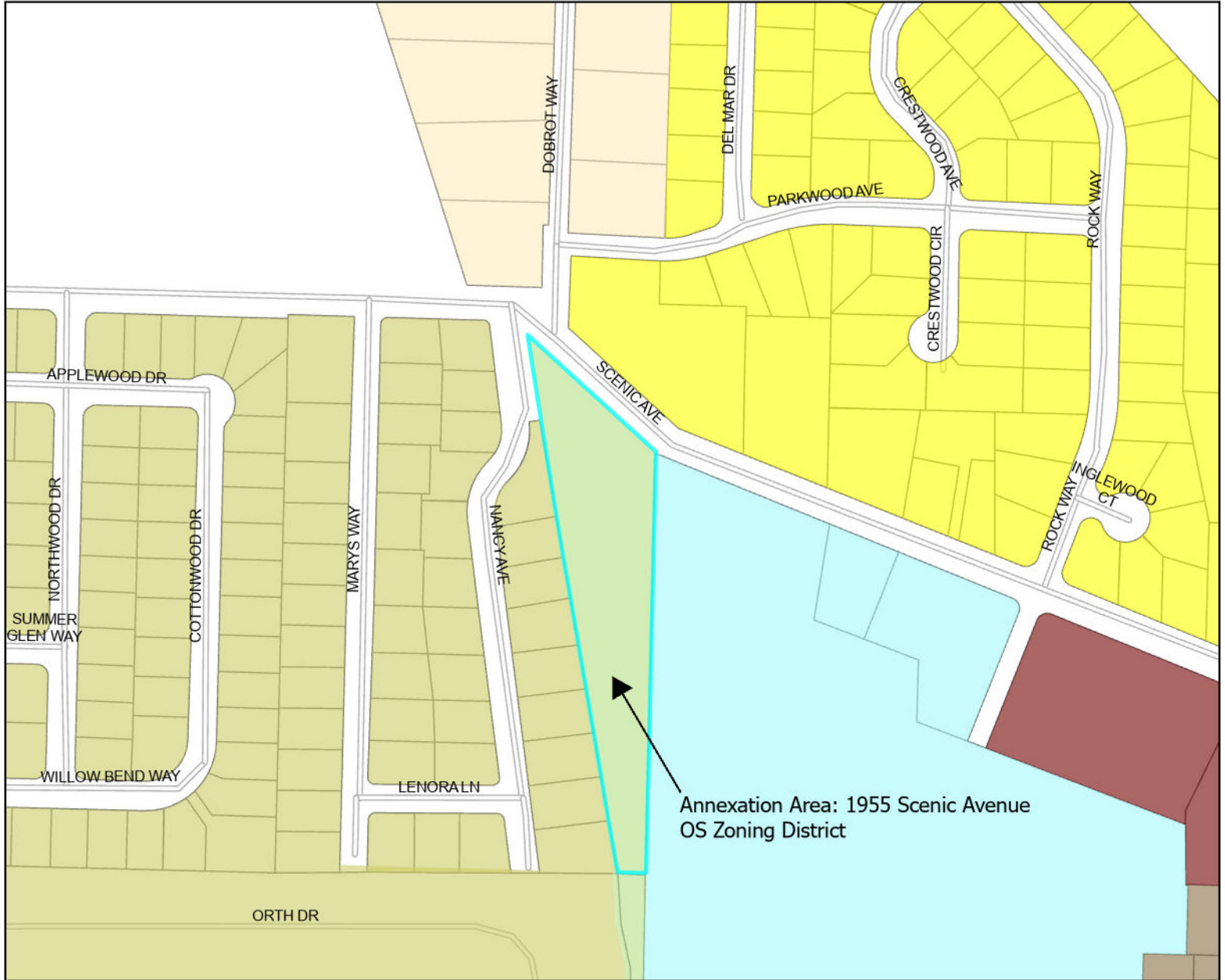
Filed with the City of Central Point this 21st day of May, 2026.

Stephanie Powers

Planning Director or Designee

Attachment 2 - Vicinity and Zoning Map

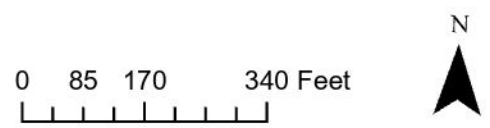
1955 Scenic Avenue | 37S 2W 03BA, Tax Lot 100 | File No. Annex-26001



Legend

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

Reference Map prepared by Central Point Planning.
 Source: Central Point Official Zoning Shapefile (3-2026)
 Date: May 20, 2026



May 28, 2026

Item Summary

Consideration of three (3) separate resolutions to annex 5.45 acres into the City of Central Point pursuant to ORS 222.125 (full consent annexation). The properties are:

- 4258 Hamrick Road – 1.78 acres – 37 2W 01CB, Tax Lot 800 – Applicants: Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC.
- 1955 Scenic Avenue – 2.53 acres – 37 2W 03BA, Tax Lot 100 – Applicant: Jackson County School District No. 6.
- 4632 North Pacific Highway – 1.14 acres – 37 2W 03BD, Tax Lot 400 – Applicant: Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust.

Staff Source

Stephanie Powers, Planning Director

Background

The City has received three separate applications for annexation, each consisting of a property within the Central Point Urban Growth Boundary (UGB) that is contiguous to the current city limits. All three applications are full consent annexations under ORS 222.125, meaning every owner of record in the territory proposed for annexation has provided written, notarized consent to annexation, which has been filed with the City. None of the territories contain registered electors who would need to provide consent.

Because each application is independent of the others, with separate applicants, separate consent packages, and separate legal descriptions, staff has prepared three separate resolutions for Council consideration. The three resolutions are presented together in this consolidated staff report for efficiency, but each may be acted on individually.

4258 Hamrick Road (Tax Lot 800)

The 1.78-acre property is occupied by an existing single-family residence and is pre-zoned Tourist and Office Professional (C-4) on the City's zoning map. No concurrent zone change is required. The property is contiguous to the city limits along its northern, eastern, and southern boundaries.

1955 Scenic Avenue (Tax Lot 100)

The 2.53-acre property is owned by Jackson County School District No. 6 and is pre-zoned Open Space (OS). It includes a segment of Griffin Creek and a portion of the

school baseball field. The site is contiguous to the city limits along its western boundary (Nancy Avenue) and adjacent City-limit segments.

4632 North Pacific Highway (Tax Lot 400)

The 1.14-acre property is occupied by a single-family residence and associated improvements. The entire exterior boundary of the property is contiguous with the current city limits, making it an enclaved parcel within the City. The property is pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City's zoning map; no concurrent zone change is required.

Authority

ORS 222.125 authorizes annexation of property contiguous to a city when all of the owners of land in the territory, and not less than fifty percent of the electors (if any) residing in the territory, consent in writing to the annexation and file a statement of consent with the legislative body. Upon receipt, the legislative body may, by resolution or ordinance, set the final boundaries of the area and proclaim the annexation, without holding an election or public hearing.

CPMC 17.94.020(B)(1) implements this statutory exception by expressly providing that a public hearing is not required for an annexation when all owners of land and not less than fifty percent of any resident electors consent in writing per ORS 222.125. As a result, no published or posted notice of hearing is required for any of the three annexations addressed in this report.

Approval Criteria and Findings

Pursuant to CPMC 17.94.030, the City Council must find that the following requirements are met in order to approve an annexation. Findings supporting each criterion are provided below for each of the three properties.

- A. **The land is within the City's Urban Growth Boundary.** As demonstrated by Jackson County and City GIS mapping, all three properties are within the Central Point UGB.
- B. **The land is contiguous to the current city limits.** All three properties are contiguous to the current city limits as required by ORS 222.111(1) and CPMC 17.94.030(B).
 - 4258 Hamrick Road: Contiguous along the northern boundary (with Central Point East, Phase 1), the eastern boundary (Biddle Road right-of-way), and the southern boundary.
 - 1955 Scenic Avenue: Contiguous along the western boundary at Nancy Avenue and adjacent City-limit segments.
 - 4632 North Pacific Highway: The entire exterior boundary of the property is contiguous with the current city limits; the property is an enclaved parcel.
- C. **The land is zoned in accordance with CPMC 17.94.040.** CPMC 17.94.040 provides that the appropriate zoning district shall be applied to a newly annexed area if pre-designated on the City's zoning map, and that the applicant shall

submit a concurrent zone map amendment only if no zoning district has been designated.

- 4258 Hamrick Road: Pre-designated Tourist and Office Professional (C-4) on the City’s zoning map. C-4 will apply upon annexation. No concurrent zone change is required.
- 1955 Scenic Avenue: Pre-designated on the City’s zoning map as Open Space (OS); the applicable district will apply upon annexation. No concurrent zone change is required.
- 4632 North Pacific Highway: Pre-designated Low Mix Residential – Transit Oriented District (LMR) on the City’s zoning map. LMR will apply upon annexation. No concurrent zone change is required.

D. Written consent of the landowners and/or electors per ORS 222.125 or 222.170. Each application includes signed and notarized irrevocable written consent to annexation from one hundred percent (100%) of the record owners of the respective territory, filed with the City. None of the three territories contain resident electors. Consent statements have been reviewed for compliance with the one-year filing window under ORS 222.173 (or contain an express waiver of that period).

- 4258 Hamrick Road: Notarized irrevocable consents executed by Hamrick Corners LLC, DMTWO LLC, and CNK Fidelity LLC in July 2025. The one-year period under ORS 222.173 is expressly waived in the consent documents.
- 1955 Scenic Avenue: Notarized irrevocable consent executed by Jackson County School District No. 6 by its authorized representative.
- 4632 North Pacific Highway: Notarized irrevocable consents executed by Shirley Ann Malcolm, individually and as Trustee of the Malcolm Family Trust, in October 2025.

Orderly Provision of Public Facilities

The City-County Urban Growth Boundary and Policy Agreement requires that urban facilities and services be adequate to accommodate the level of growth allowed by the Comprehensive Plan within an annexation area, either prior to or concurrent with development. Public Works and Rogue Valley Sewer Services have reviewed the existing public facilities relative to each of the three properties and concluded that public facilities can be provided or extended to each site. Any future enhancements made necessary by redevelopment of an annexed area will be the responsibility of the developer and regulated through the City’s land use application process.

Public Notice

Pursuant to CPMC 17.94.020(B)(1) and ORS 222.125, no public hearing is required for any of these annexations and no published or posted notice of hearing is required. Each application has been processed administratively and is presented to the City Council as a resolution for proclamation of annexation.

Action

Consider three (3) separate resolutions to annex the subject properties. The Council may act on the resolutions individually, may approve, approve with revisions, or deny each application.

Recommendation

Approve the three (3) resolutions to annex the subject properties.

Recommended Motions

Motion 1 – 4258 Hamrick Road:

“I move to approve Resolution No. ____ a Resolution to annex 1.78 acres located at 4258 Hamrick Road and identified on the Jackson County Assessor’s Map as 37 2W 01CB, Tax Lot 800 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 2 – 1955 Scenic Avenue:

“I move to approve Resolution No. ____ a Resolution to annex 2.53 acres located at 1955 Scenic Avenue and identified on the Jackson County Assessor’s Map as 37 2W 03BA, Tax Lot 100 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Motion 3 – 4632 North Pacific Highway:

“I move to approve Resolution No. ____ a Resolution to annex 1.14 acres located at 4632 North Pacific Highway as identified on the Jackson County Assessor’s Map as 37 2W 03BD, Tax Lot 400 per the Staff Report dated May 28, 2026 and as provided in Exhibit A and Exhibit B to the Resolution.”

Attachments

Attachment 1 – Vicinity and Zoning Map 4258 Hamrick Road

Attachment 2 – Vicinity and Zoning Map 1955 Scenic Avenue

Attachment 3 – Vicinity and Zoning Map 4632 North Pacific Highway

Attachment 4 – Annexation Notarized Consents (All 3 Properties)

Attachment 5 – City Council Resolution No. ____ Annexing 4258 Hamrick Road

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 6 – City Council Resolution No. ____ Annexing 1955 Scenic Avenue

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

Attachment 7 – City Council Resolution No. ____ Annexing 4632 North Pacific Highway

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Map of Survey

RESOLUTION NO. _____

A RESOLUTION TO ANNEX 1.14 ACRES, LOCATED AT 4632 NORTH PACIFIC HIGHWAY AND IDENTIFIED ON THE JACKSON COUNTY ASSESSOR'S MAP AS 37 2W 03BD, TAX LOT 400.

File No. ANNEX-26001

RECITALS:

- A. Shirley Ann Malcolm, individually, and Shirley Ann Malcolm as Trustee of the Malcolm Family Trust, own one tax lot at 4632 North Pacific Highway, identified as 37 2W 03BD, Tax Lot 400, consisting of 1.14 acres and generally described by attached Exhibit "A" Legal Description and Exhibit "B" Annexation Map of Survey, which is not located within the City of Central Point city limits.
- B. This annexation is a full consent annexation as all owners of the subject property, and at least fifty percent of electors (if any) residing in the territory, have consented in writing to the annexation. In accordance with ORS 222.125, full consent annexations do not require an election or hearing.
- C. The subject property is within the Central Point Urban Growth Boundary and is contiguous to the current city limits.
- D. The City Manager, or designee, will transmit a copy of this resolution to the Oregon Secretary of State. This annexation is effective when filed with the Oregon Secretary of State pursuant to ORS 222.180.

The City of Central Point resolves as follows:

Section 1: Based on the Planning Department Staff Report dated May 28, 2026, incorporated herein by reference, the property at 4632 North Pacific Highway, described in the above recitals and set forth in attached Exhibits "A" and "B," is proclaimed to be annexed into the City of Central Point.

Section 2: The property described at Exhibits A and B is hereby zoned Low Mix Residential – Transit Oriented District (LMR) on the City's adopted Zoning Map. No concurrent zone change is required.

Section 3: The City Manager or his designee shall submit to the Oregon Secretary of State the necessary documents showing the subject property has been annexed into the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this
_____ day of _____, 2026.

Mayor Tanea West Browning

ATTEST:

City Recorder

Resolution No. _____; (Council Meeting May 28, 2026)

EXHIBIT " A "

**ANNEXATION DESCRIPTION SHEET
37 2W 03BD, TAX LOT 400**

All that certain real property described in Instrument Number 97-05720, of the Official Records of Jackson County, Oregon, being located in the Southeast One-quarter of the Northwest One-quarter of Section 3, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon. The exterior boundary of which is more particularly described as follows:

Beginning at the southwest corner of said Instrument Number 97-05720, being common with the north-northwesterly corner of Lot 7 Reserve Acreage per PARAMOUNT ESTATES, recorded on April 27, 2021, in Volume 47 at Page 09 of the Plat Records of Jackson County, Oregon, and filed as Survey Number 23325 in the office of the Jackson County Surveyor, and the easterly right-of-way of Cascade Drive as dedicated per Instrument Number 2019-000543, of the Official Records of Jackson County, Oregon; thence leaving said Lot 7 Reserve Acreage, along the easterly right-of-way of Cascade Drive and along the boundary of said Instrument Number 97-05720, the following courses and distances: North 00°34'29" West, 21.67 feet to the southeast corner of CEDAR PARK, PHASE 2, filed for record on December 8, 2004, in Volume 30 at Page 77 of the Plat Records of Jackson County, Oregon, and filed as Survey Number 18532 in the office of the Jackson County Surveyor; thence along the easterly boundary of said CEDAR PARK, PHASE 2, a portion of which is common with the easterly right-of-way of Cascade Drive and Sage Lane, North 00°34'29" West, 168.11 feet; thence leaving the easterly boundary of said CEDAR PARK DRIVE, PHASE 2 and the right-of-way of Sage Lane, North 88°29'17" East, 259.95 feet; thence South 00°34'29" East, 193.62 feet to the north boundary of said Lot 7 Reserve Acreage; thence along said north boundary, South 89°20'01" West, 259.92 feet to the Point of Beginning.

Containing 1.14 acres, more or less.

BASIS OF BEARINGS: Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

This description is prepared for the distinct purpose of outlining an area to be annexed into the City of Central Point, Oregon and is not sufficient for the conveyance of real property, the determination or creation of real property boundaries.

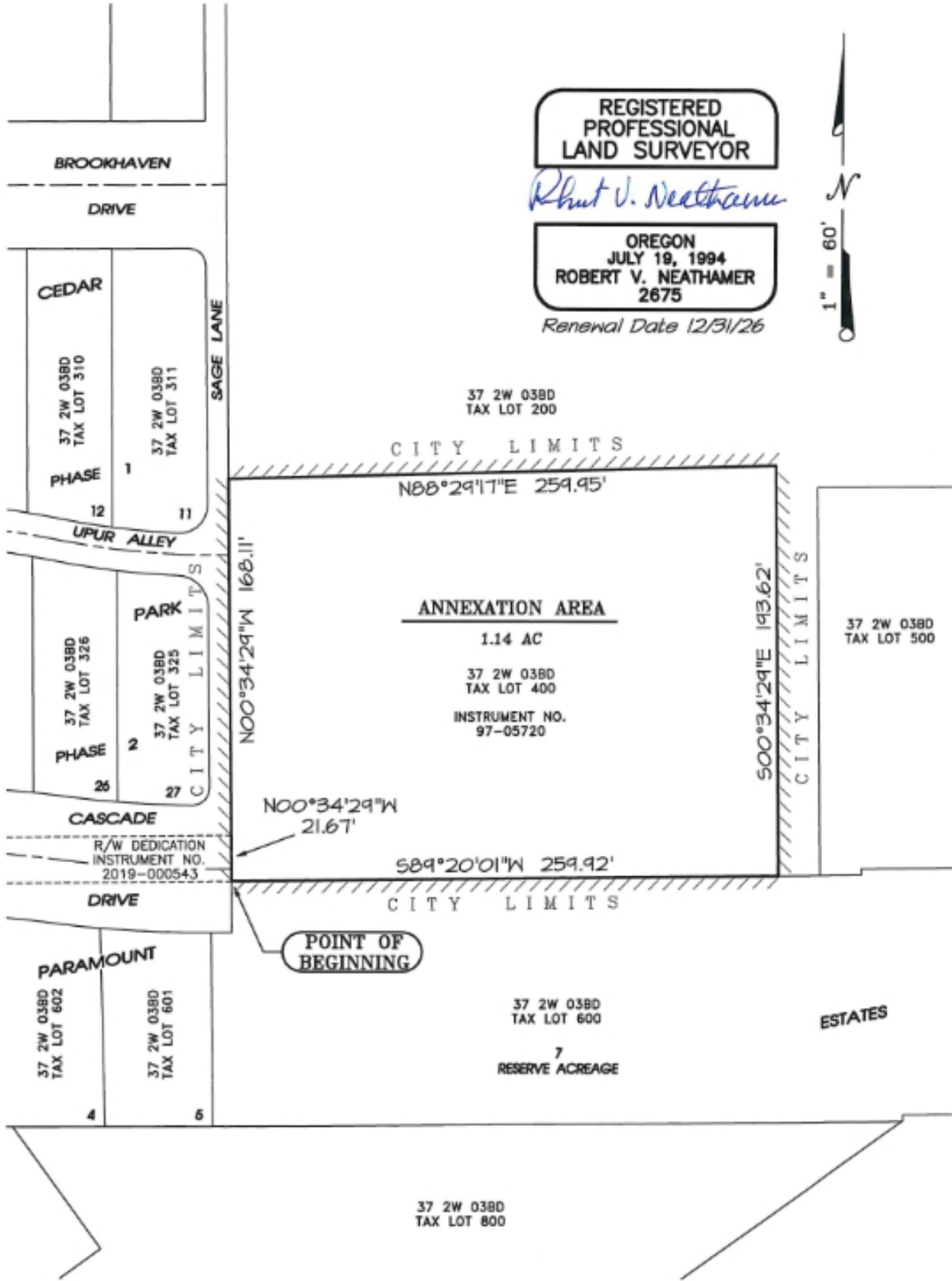
Prepared By:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
Medford, Oregon 97501
Phone: (541) 732-2869
FAX: (541) 732-1382
Project Number: 09002-T-69

Date: August 21, 2025



RENEWAL: DEC. 31, 2026

EXHIBIT "B"



Recordation No. _____, (Search Meeting May 28, 2020)

WRITTEN CONSENT OF OWNER

I/we, Shirley Ann Malcolm and Shirley Ann Malcolm
as Trustee of the Malcolm Family Trust, the property owner(s) of
[Insert property owner name(s)]

4632 North Pacific Highway, identified on the Jackson County Assessor's Map as
[Insert site address]

37 2W 03BD, Tax Lot 400, hereby consent to the filing of an application for
[Insert Map and Tax Lot number(s)]

Annexation on said property, and will allow Neathamer Surveying, Inc.
[Insert Project Name] [Insert Agent Name]

to represent me before the City of Central Point approving authority.

SIGNATURE(S)

Shirley Ann Malcolm
Print Name

Shirley Ann Malcolm 10/24/25
Signature Date

Shirley Ann Malcolm, Trustee of the Malcolm Family Trust
Print Name

Shirley Ann Malcolm Nov 11, 2025
Signature Date
Shirley Ann malcolm (Nov 11, 2025 11:42:04 PST)

Print Name

Signature Date

Print Name

Signature Date

IRREVOCABLE WRITTEN CONSENT OF OWNER TO ANNEX

Consent is hereby given to the City of Central Point to annex the following property into the corporate limits of said city, which is described below:

Map and Tax Lot: 37 2W 03BD, Tax Lot 400
Address: 4632 North Pacific Highway, Central Point, OR 97502

The above real property is owned by the undersigned below who hereby agree that the consent to annex the property described above shall be binding upon our heirs, successors, and assigns forever, being a covenant running with the land. The one-year period prescribed by ORS 222.173 is hereby waived.

DATED this 24 day of October, 2025.

Shirley Ann Malcolm

Print Name:

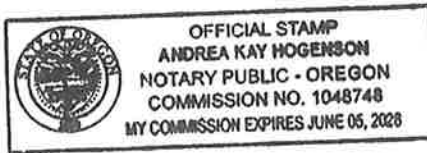
Handwritten signature of Shirley Ann Malcolm with 'X' mark and 'Print Name:' label.

STATE OF OREGON)
County of Jackson)

On this 24th day of October, 2025, personally appeared

Shirley Ann Malcolm

Who being duly sworn did acknowledge the foregoing instrument to be his/her/their voluntary act and deed.



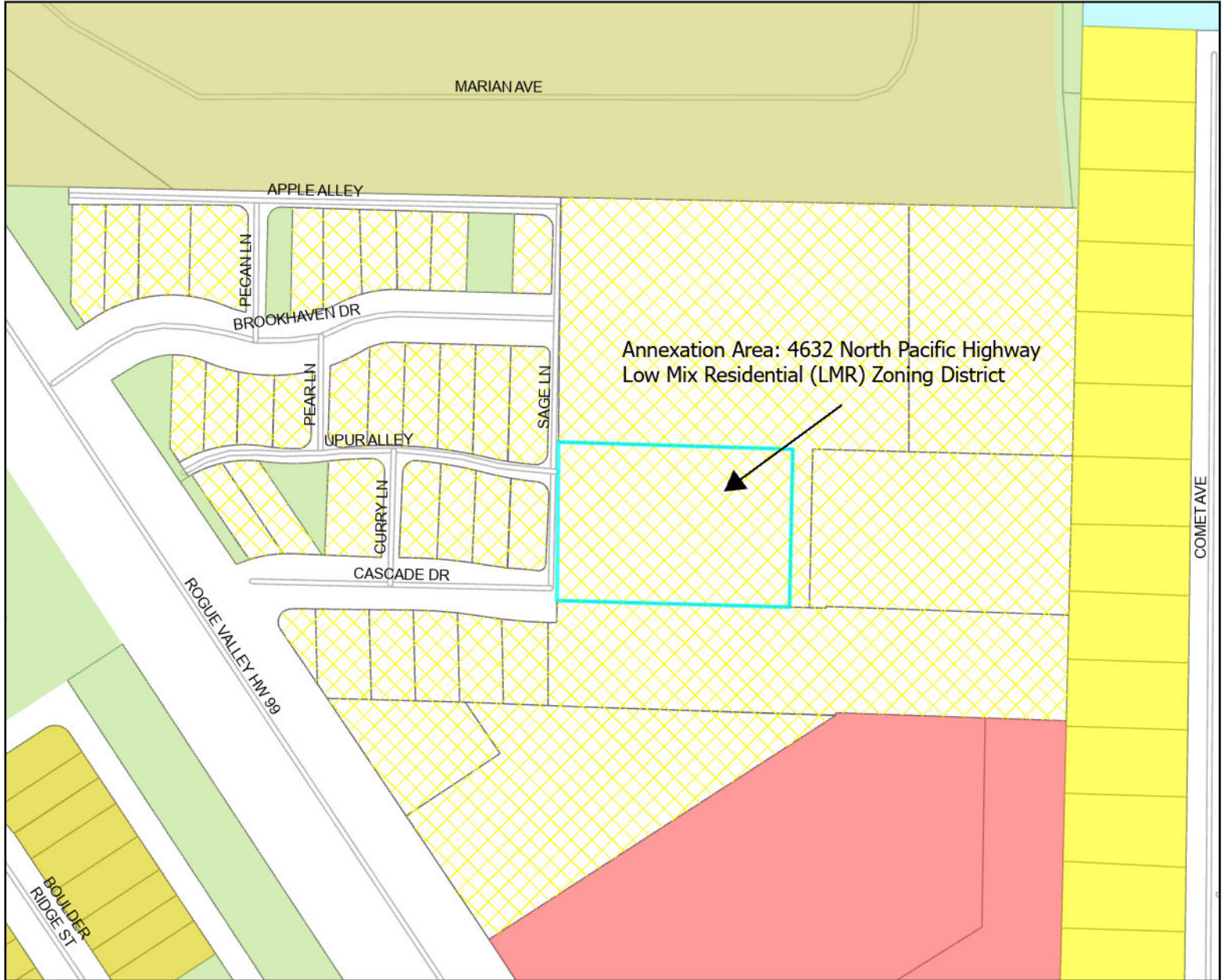
Handwritten signature of Notary Public for Oregon and 'My Commission expires June 5, 2028'.

Filed with the City of Central Point this 4th day of March, 2026.

Handwritten signature of Stephanie Powers, Planning Director or Designee.

Attachment 3 - Vicinity and Zoning Map

4632 North Pacific Highway Avenue | 37S 2W 03BD, Tax Lot 400 | File No. Annex-26001



Legend

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

Reference Map prepared by Central Point Planning.
 Source: Central Point Official Zoning Shapefile (3-2026)
 Date: May 20, 2026



to match current ODOT and ADA requirements, an LED-only standard for streetlights, the addition of Hunter Communications as a referenced utility in Section 700, and an update of Section 800 to reflect current DEQ requirements. Permit references and cost figures have also been refreshed.

The manual continues to use a decimal division format similar to APWA and ODOT standards, with intentional numbering gaps to allow future expansion without renumbering. It will be distributed in both 3-ring binder and electronic formats, with supplements issued as new technology and methods are accepted.

Acknowledged contributors include Medford Water Commission, ODOT, Oregon APWA, AWWA, the Asphalt Institute, Avista Utilities, Pacific Power, RH2, and DOWL Consulting Engineers.

PREVIOUSLY DISCUSSED/DECIDED:

Last fully updated in 2019.

FINANCIAL ANALYSIS:

N/A

LEGAL ANALYSIS:

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

GOAL 5 - Plan, design, and construct “state of the art” infrastructure in all areas and systems.

STRATEGY 1 – Continually update infrastructure plans.

ATTACHMENTS/EXHIBITS:

- 1. RESO Adopting 2026 Public Works Standards

STAFF RECOMMENDATION:

Approve the 2026 PW standards and Specifications

RECOMMENDED MOTION:

Approve Resolution___ a Resolution approving the 2026 Public Works Standards and Specifications for Construction within the City of Central Point.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE 2026 PUBLIC WORKS STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION WITHIN THE CITY OF CENTRAL POINT

RECITALS:

A. WHEREAS, the Public Works Standard and Specifications is a document used for all construction activities within the City Limits. The document reflects current construction practices and has specifications on construction materials and types that are unique to the City of Central Point.

B. WHEREAS, the last full update was in 2019.

C. WHEREAS, the revised standards updated sections that were out of compliance with the City zoning code, the transportation planning rule, DEQ and FEMA regulations and updated construction practices.

The City of Central Point resolves as follows:

Section 1. The City hereby adopts the City of Central Point Public Works Department Standard Specifications and Uniform Standard Details for Construction 2026 in the form attached hereto as Exhibit "A".

Section 2. This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2026.

Mayor Tanea Browning

ATTEST:

City Recorder

1 - Resolution No. _____ (5/28/2026 Council meeting)



DEPARTMENT: Public Works

MEETING DATE: May 28, 2026

STAFF CONTACT: Matt Samitore, Parks and Public Works Director

SUBJECT: Discussion on Special Events

SUMMARY AND BACKGROUND:

Summary

CPMC Chapter 5.42 was adopted in 2009 and last amended in 2013. The chapter establishes a process for issuing special event permits but contains limited substantive standards for staff to apply during review. As a result, staff is routinely approving applications that include activities the City does not otherwise allow — most notably food trucks in the downtown district, which Title 17 prohibits — because the special event chapter provides no basis to deny or condition them.

The issue is not that businesses are operating without permits. Almost all event organizers apply. The issue is that the code is so procedurally focused that staff lacks the authority to make substantive decisions about what activities should be permitted, where, and under what conditions.

Staff is requesting Council direction on whether to develop amendments establishing those standards.

Key Issues

1. Limited Substantive Standards for Review

CPMC 5.42.050 identifies the grounds on which a permit may be denied: traffic disruption beyond practical solution, interference with fire access, undue hardship to neighbors, diversion of public employees, incomplete or false application, noncompliance with terms, and unpaid prior fees. These are procedural and capacity-based standards. The code provides no basis for staff to deny or condition a permit on the grounds that a proposed activity is inconsistent with the City's land use code, business license requirements, or downtown character. The result is that staff approve applications it would otherwise have concerns about, because the code does not authorize a different decision.

2. Food Trucks (Mobile Food Units) in the Downtown District

Mobile food units are not permitted in the downtown commercial zoning district under Title 17. Despite this, food trucks appear at the majority of special events held downtown, and the special event applications proposing them are routinely approved because Chapter 5.42 does not address mobile food units and 5.42.050 provides no basis for denial.

Council direction is needed on the following questions:

- Should a special event permit serve as a lawful, temporary pathway for food trucks to operate downtown during permitted events?
- If yes, under what conditions (limits on number, hours, placement, fees, distance from brick-and-mortar restaurants, health and fire inspection requirements)?
- If no, should staff be directed to deny applications proposing food trucks downtown going forward?

3. Mobile Alcohol Service (Cocktail Trailers / Mobile Bars)

Mobile alcohol service is a relatively new vendor category that has begun appearing in special-event applications. The Oregon Liquor and Cannabis Commission (OLCC) regulates mobile alcohol service through its Temporary Sales License (TSL) program and requires a Local Government Recommendation from the City before issuing a TSL.

Currently, Chapter 5.42 does not address mobile alcohol services or establish standards for when the City should support or oppose an OLCC application. As a result, staff are being asked to make these recommendations without guidance.

Council direction is needed on the following questions:

- Does the City support mobile alcohol service at permitted special events?
- If yes, under what conditions (defined service area, security, OLCC-certified servers, insurance minimums, hours, proximity to existing licensed establishments)?
- Should mobile alcohol service be addressed solely through Chapter 5.42, or does Council want staff to also evaluate land use and business license implications under Titles 5 and 17?

4. Alley Use

Chapter 5.42 addresses streets, rights-of-way, and sidewalks, but does not separately address alleys. Alleys present considerations that do not apply to other rights-of-way: solid waste collection, utility and backflow assembly access, rear emergency egress from commercial buildings, and limited width for emergency vehicle access. Events have used alleys for vendor placement and circulation without standards governing closure, abutting owner consent, or maintenance of emergency access. Council direction is needed on whether alleys should be designated as event venues and, if so, under what conditions.

5. Ancillary Events Within City-Sanctioned Event Footprints

When the City permits a major event with street closures, for example, Made in Southern Oregon on Pine Street. Businesses within the closure footprint frequently run their own programming during the event, including alcohol service, vendors, amplified sound, and structures. To the attending public, these activities are indistinguishable

from the primary permitted event, but they are not covered by the primary event's insurance, save-harmless agreement, OLCC license, or vendor controls.

CPMC 5.42.030(E) allows the sponsoring organization to request exclusive authority over vendors within the venue, but the code does not establish how ancillary business activity is regulated. Council direction is needed on whether a registration or compliance process should be established for businesses operating independent programming inside a permitted event footprint.

PREVIOUSLY DISCUSSED/DECIDED:

N/A

FINANCIAL ANALYSIS:

N/A

LEGAL ANALYSIS:

N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

GOAL 5 - Support business development and entrepreneurship.

ATTACHMENTS/EXHIBITS:

None

STAFF RECOMMENDATION:

Staff recommends that Council direct staff to prepare comprehensive amendments to CPMC Chapter 5.42 addressing the five issues identified above. Specifically, the amendments would:

Expand the denial and conditioning standards in 5.42.050 to allow staff to address inconsistencies with other titles of the municipal code, including land use and business license provisions.

Establish a mobile food unit framework specifying whether, where, and under what conditions food trucks may operate at permitted events, including in the downtown district.

Establish a mobile alcohol service framework specifying City standards for OLCC Local Government Recommendations and conditions of operation at permitted events.

Add alley use standards addressing abutting owner consent, emergency access, utility access, and solid waste service.

Establish an ancillary event registration process for businesses operating independent programming within a permitted event footprint.

RECOMMENDED MOTION:

Discussion Only