

RESOLUTION NO. 2024-12-1127R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION AUTHORIZING THE CITY OF TONTITOWN TO EXECUTE A LAND DEVELOPER GUARANTEE WITH RENLEY RAE SUBDIVISION.**

**WHEREAS**, Renley Rae Subdivision has requested preliminary subdivision approval for a ninety-three lot subdivision with ninety-one buildable lots on approximately 30.57 acres of land within the City of Tontitown; and

**WHEREAS**, the Tontitown Planning Commission has recommended approval of the Renley Rae Preliminary Subdivision Plat with conditions and in conjunction with the Land Development Guarantee, attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council has determined that it is in the best interest and benefit of the community to authorize the City to enter into a Land Development Guarantee, attached hereto as Exhibit "A", with Renley Rae Subdivision to ensure the orderly development within the City of Tontitown.


**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tontitown, Arkansas:

**Section 1.** The City Council hereby authorizes the City of Tontitown to enter into the Land Development Guarantee with Renley Rae Subdivision, attached hereto as Exhibit "A".


**Section 2.** The Mayor and his designee are hereby authorized to take all such action as necessary in connection therewith.

**PASSED AND APPROVED** this 17 day of December 2024.

APPROVED:

  
Angela Russell, Mayor

ATTEST:

  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)





**LAND DEVELOPMENT GUARANTEE**

This Land Development Guarantee (“Guarantee”) is made this 17<sup>th</sup> day of December, 2024 by and between the City of Tontitown, Arkansas (the “City”) and Selah Meadows LLC, the owner(s) of property located at Morsoni & Klenci Redkey Rae, recorded as instrument number \_\_\_\_\_ at the Washington County Circuit Clerk and Recorder and represented by Kevin Liggins, Member (name and title where ownership is titled in a corporation or business name), collectively hereinafter, (“Developer”).

**WHEREAS**, it is the responsibility of the City to protect the health, safety and welfare of the citizens of the City, and this responsibility extends to ensuring the orderly development of land in the City within the parameters established by the laws of the State of Arkansas and the City of Tontitown, Arkansas; and

**WHEREAS**, the Developer requests plat approval to construct a development known as Redkey Rae, located at Morsoni & Klenci and identified as Redkey Rae (the “Development”), subject to conditions (“Conditions”) as incorporated hereinafter (the “Plan”), and has submitted for such approval from the Tontitown Planning Commission on Oct 22<sup>nd</sup>; and

**WHEREAS**, in accordance with the request for Approval, the Developer is seeking the approval of certain Conditions from the City; and

**WHEREAS**, the City Code requires certain guarantees related to requested Conditions, and the parties agree that such guarantees shall pertain to the improvements as based upon the code and regulations as well as plan approval Conditions for the Development; and

**WHEREAS**, the City code also requires that when an owner/developer requests plat approval, the owner/developer shall agree to guarantee the installation or ensure the completion of the improvements; and

**WHEREAS**, the Developer desires to develop the aforementioned Development in compliance with the plan and Conditions of approval, and all applicable Federal, State, and City laws, ordinances and regulations; and

**WHEREAS**, the City desires to ensure that the approved Conditions contain the timeline and means of construction and reference of amenities and performance bonding for private and public improvements, as based upon City code and regulations as well as plan approval and Conditions, and

**WHEREAS**, the Developer requests approval of the plat for the Development and freely enters into this Guarantee in reference to the aforesaid Development.

**NOW, THEREFORE**, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, the Developer agrees to be legally bound as follows:

1. In order to secure the City’s approval of the Conditions, the Developer shall comply with the plans of Development that are approved by the Planning Commission of the City and any Conditions which are duly approved by the City. The Conditions are attached to this Guarantee by Exhibit “A”. The Developer acknowledges that the Conditions shall be completed before final approval, including the issuance certificates of plat approval, unless another timeline is expressly provided for in the attached Conditions. The Developer agrees that the Conditions shall run with the land

until such time as subsequent approvals are provided or the Conditions are changed through the City's development process.

2. It is the Developer' responsibility to make sure that all contractors, subcontractors, agents, successors and assigns of the Development are fully aware of the approved plans and the Conditions for the Development.
3. The Developer shall, prior to the start of any site preparation activity, including clearing, grubbing, grading, etc., obtain from the City, all appropriate permits in accordance with the requirements of the Tontitown Code, the Conditions and this Guarantee. Violations shall subject the Developer to any fines and penalties pursuant thereto and shall, in addition, permit the City to suspend, cancel or revoke any permits issued concerning the Development and take any other remedial actions for under applicable law.
4. Developer covenants, promises and agrees to build, construct and install all private improvements, in accordance with the plan and those associated construction drawings submitted to the City including but not limited to all access drives, parking, streets, sidewalks, walkways, gutters, stormwater management facilities, curbs, water lines, sewers, utilities, landscaping and any facilities to be owned, maintained or operated by a private entity such as an individual, partnership, corporation or homeowners' association and constructed in accordance with the construction standards as approved on the aforementioned set of plans.
5. Developer shall provide a bond or financial surety as required by the City Code in the amount of value of purchase and construction or installation of the improvements as set forth in the Conditions.
6. If the improvements guaranteed through the bonds are not as required by the Code, the City may, at its sole discretion, execute the bonds and shall direct the completion of the required work as per the approved plan and associated construction drawings. The Developer agrees to take all measures necessary to assist with the City's execution of the bonds.
7. Developer shall indemnify completely, defend and save harmless the City of Tontitown, its elected and appointed officers, agents and employees from any and all costs and damages, losses, claims, suits and actions including cost of defense and attorney's fees which the City of Tontitown, its elected and appointed officers, agents and employees may sustain or suffer by reason of Developer failing to adequately and properly perform the terms and conditions of this Guarantee including the construction of public and private improvements.
8. The Developer shall obtain all other required City, County, State and Federal Permits and approvals and shall abide by the rules and regulations governing said permits and approvals in effect at the time of issuance.
9. During construction, the Developer, its contractors, sub-contractors and builders shall keep public roads, highways surrounding the property and other public property, which are used by vehicles entering and leaving the construction site, in good repair, clean and free of mud, dust, debris and trash, and shall maintain existing drainage patterns on all roadways. The City shall withhold final approvals until any required repairs are made, or clean-up performed, at the satisfaction of the City to public streets and property caused by the aforementioned construction.
10. During construction, the Developer shall police the construction area daily, keeping the same safe and free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to

create a public nuisance. The Developer may accumulate said material in an area approved by the City until such time as the accumulated matter is removed from the site by the Developer, provided that the City, at its sole discretion, may require the removal of said material. The Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any construction rubbish, refuse, debris is not permitted.

11. Prior to commencement of any site preparation activity or construction, the Developer shall comply with all requirements and regulations in effect at the time of plan/plat approval with respect to hauling equipment and building materials on overweight restricted city roads.
12. Developer specifically agrees that any permits issued in accordance with appropriate City ordinances, shall automatically be revoked by it or its contractors or subcontractors or builders' failure to comply with any portion of this Guarantee, after notification to the Developer and his subsequent failure to correct such condition within forty-eight (48) hours of notification. The exception shall be made for dust and mud where the Developer shall be required to immediately correct such violation.
13. The Developer hereby gives specific permission for the City, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency as the City deems appropriate in order to insure construction in accordance with approved Conditions. Where the Developer proposes to offer proposed improvements to the City, the Developer shall notify the City twenty-four (24) hours prior to the following activities: excavating, embankment construction, detention ponds, storm sewers, utility lines, base course, binder course, wearing course and seeding.
14. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Arkansas Department of Environmental Protection, as part of the coordinated, comprehensive stormwater management plan. The Developer agrees that the City shall have the sole right to determine and to approve the location and number of fire hydrants it deems necessary for the protection of the development. All costs and expenses relating to the installation of the fire hydrants shall be borne by the Developer.
15. The developer shall maintain all storm water detention and best management practices as required by City ordinances or shall be subject to penalties thereof.
16. The Developer shall provide to the City one (1) electronic copy of the as-built plans in PDF and DWG formats with approved Engineer certification and two (2) paper copies of all site improvements prior to formal acceptance and/or final release of any financial security related thereto, including landscaping plans which shall be sealed by a registered landscape architect.
17. During construction of all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard at the direction of the City.
18. Developer shall not erect, nor permit any agent, employee, contractor or subcontractor of the Developer, including but not limited to builders, real estate agents, contractors, etc., to erect any sign related to the development that is not permitted by the City code.

19. All erosion and sedimentation controls shall be installed and maintained in accordance with an approved by the Storm Water Pollution Prevention Plan (SWPPP) prior to any other construction activity occurring at the Development.
20. The Developer shall be responsible to immediately revegetate and/or stabilize all areas of disturbed soil within a development in accordance with the approved plans.
21. It is specifically understood that this Guarantee is binding upon the Developer, its successors, assigns, agents, representatives, and officers, but that any partial or whole transfer of construction rights, approvals or agreements, shall subject the transferee and all transferee's contractors and subcontractors to all provisions of this Guarantee and all other rules, regulations, statutes and ordinances of Tontitown. It is further specifically understood that the Developer may not assign or transfer its rights hereunder without prior, written and duly authorized consent of the City.
22. The Developer shall protect, indemnify and save harmless Tontitown and its officers, employees, attorneys, and agents against them from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature (including costs of defense and attorney's fees) incurred by, or asserted or imposed against, Tontitown and its officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property which occurs or is alleged to have occurred in connection with the development of the property described in this Guarantee.
23. Neither this Guarantee nor any item hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing by all parties hereto.
24. It is expressly agreed that nothing contained in this Guarantee shall be construed to contain a covenant, either expressed or implied either to create any obligation of Tontitown, Arkansas that is not consistent with the City code.
25. This Guarantee does not create an obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government.
26. Nothing in this Guarantee shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities afforded by law to the City of Tontitown, including but not limited to those immunities set forth in Ark. Code. Ann. § 21-9-301.
37. This Guarantee shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in Washington County, Arkansas.

IN WITNESS WHEREOF, the Developer, having read, understands and freely agrees.

DEVELOPER:

By: 

Title: member

## EXHIBIT A

In addition to the minimum design and construction requirements, as set forth by City Code, the Developer agrees to build a portion of Morsani AVE, beginning at the western most boundary and ending at the intersection of Morsani AVE and Klenc RD according to the modified cross-section as presented in the Preliminary Planset and approved by the City Engineer. The modified cross-section shall include all required improvements, including but not limited to a minimum a 26' driving width, curb and gutter, storm sewer, and sidewalk as well as standard ROW dedication for half-street improvements.

Per the minimum standards as set forth in Tontitown Development Code, the Developer is responsible for half street improvements along the Development fronting any street or road reflected on the Master Street Plan. For this project, this includes:

- 840' linear feet of Fletcher AVE to a Collector
- 787' linear feet of Klenc RD to a Collector
- 1,144' linear feet of Morsani AVE to a Collector

At the time of this agreement, the City of Tontitown lacks the Right of Way necessary to connect the required improvements associated with Fletcher AVE to Klenc RD. In lieu of construction this portion of Fletcher AVE, the City of Tontitown has opted to spend the value of this improvements on Morsani AVE. Per the Opinion of Probable Construction Cost prepared by Crafton Tull on October 10th, 2024, the cost of these improvements totals \$297,073.67.

Per the Preliminary Plat submittal, the Developer has proposed a modified section of Morsani AVE improvements extending from the property's western boundary to the intersection of Klenc RD. This includes a complete rebuild of Morsani AVE in addition to the required added lane requirements, including and but not limited to, removal of existing paving, removal of unsuitable subgrade materials, placement of new subgrade materials, placement of base materials, and new asphalt paving (2" binder and 2" surface course) as directed by the City Engineer. Per the Opinion of Probable Construction Cost prepared by Crafton Tull on October 10th, 2024, the cost of these improvements totals \$211,705.07.

In addition, the Developer agrees to construct the additional offsite road improvements along Klenc RD, specifically the portion along the eastern boundary of Parcel 830-37722-002, currently owned by Phillip & Maxine Luong to match the required improvements on both the north and south sides of the property. This includes subgrade, base, asphalt paving, curb and gutter, and sidewalk and excludes required storm system improvements needed for the development. Per the Opinion of Probable Construction Cost prepared by Crafton Tull on October 10th, 2024, the cost of these improvements totals \$45,815.64.

In addition, the Developer has agreed to upgrade the existing water on the north side of Morsani AVE to an 8" water main to a total value of \$39,552.96. Watermain improvements include new 8" PVC watermain, additional fire hydrants, existing service tie overs, and cutting and capping existing watermain. All construction work in regards to the watermain shall be in accordance with the Arkansas Department of Health as well as the City of Tontitown Standard Water and Sewer Specifications, June 25, 2018. Final plans for the offsite watermain upgrade along Morsani AVE to be approved by the Public Works Department.

Per this agreement, the City agrees to the improvements as shown on the Preliminary Plat submittal and to cost share the difference between the Developer's responsibility for half road improvements and the proposed modified section of Morsani AVE, Klenc RD improvements, and watermain improvements. All proposed and agreed to improvements to be completed at the time of Final Plat.

This Guarantee does not abrogate the Developer's responsibility for the payment of all fees, as required by City Code, for the Development, including but not limited to standard development fees as well as Transportation, Public Safety, Water, and Sewer Impact Fees as well as all such fees for the commercial lot associated with the Development in addition to Transportation Impact Fees for said commercial lot.





300 N College Ave, Suite 317, Fayetteville, AR  
479.636.4838

October 10, 2024  
Renley Rae Collector OPC  
Tontitown, Arkansas

**Quantity Takeoff**  
For Site Work, Utilities, & Paving

	Quantity	Unit	Unit Cost	Total
<b>SITWORK</b>				
<b>Earthwork</b>				
Mobilization	1	LS	\$5,000.00	\$5,000.00
Undercut (1' Assumed)	608	CY	\$5.00	\$3,040.00
Backfill with Select Fill	608	CY	\$20.00	\$12,160.00
Erosion Control	1	\$5,000.00	\$5,000.00	
Sub-Total				\$25,200.00
<b>Storm Drainage</b>				
18" RCP	250	LF	\$55.00	\$13,750.00
24" RCP	500	LF	\$75.00	\$37,500.00
Sub-Total				\$51,250.00
<b>Drainage Structures</b>				
4' Inlet Extensions	6	EA	\$400.00	\$2,400.00
4' Diameter Reinforced Concrete Curb Inlet	5	EA	\$4,500.00	\$22,500.00
Sub-Total				\$24,900.00
<b>SITWORK TOTAL</b>				
				\$101,350.00
<b>STREETS &amp; PAVING</b>				
<b>Pavements</b>				
2" Binder + 2" Surface	1,590	SY	\$42.00	\$66,780.00
6" Class 7 Aggregate Base Course	1,730	SY	\$16.00	\$27,680.00
Subgrade Preparation	1,731	SY	\$3.00	\$5,192.33
Curb & Gutter	842	LF	\$19.00	\$15,998.00
Handicap Ramps w/ Truncated Domes	4	EA	\$500.00	\$2,000.00
12' Concrete Trail	1,123	SY	\$65.00	\$72,973.33
Sub-Total				\$190,623.67
<b>Miscellaneous</b>				
Street Trees	17	EA	\$300.00	\$5,100.00
Sub-Total				\$5,100.00
Street & Paving Sub-Total				\$195,723.67
<b>STREETS &amp; PAVING TOTAL</b>				
				\$195,723.67
<b>CONSTRUCTION GRAND TOTAL</b>				
				\$297,073.67



300 N College Ave, Suite 317, Fayetteville, AR  
479.636.4838

October 10, 2024  
Renley Rae Collector OPC  
Tontitown, Arkansas

**Quantity Takeoff**  
For Site Work, Utilities, & Paving

	Quantity	Unit	Unit Cost	Total
<b>SITWORK</b>				
<b>Earthwork</b>				
Demolition of Existing Street	1,948	SY	\$8.00	\$15,585.78
Mobilization	1	LS	\$7,500.00	\$7,500.00
Undercut and Backfill (1' Assumed)	2,143.04	CY	\$25.00	\$53,576.11
Erosion Control	1	LS	\$12,500.00	\$12,500.00
<b>SITWORK TOTAL</b>				<b>\$89,161.89</b>

**UTILITIES**  
Water Service

**OFFSITE IMPROVEMENTS TO WATERMAIN UPGRADE FOR PORTION ALONG MORSANI AVE TO EQUAL \$39,552.96.  
PLANS TO BE APPROVED BY PUBLIC WORK PRIOR TO CONSTRUCTION PLAN APPROVAL.**

**STREETS & PAVING**

	Quantity	Unit	Unit Cost	Total
<b>Pavements</b>				
4" Asphalt (2" Binder, 2" Surface) (Collector)	1,948	SY	\$42.00	\$81,825.33
6" Class 7 Aggregate Base Course (Collector)	2,143	SY	\$16.00	\$34,288.71
Subgrade Preparation (Collector)	2,143	SY	\$3.00	\$6,429.13
<b>STREETS &amp; PAVING TOTAL</b>				<b>\$122,543.18</b>

**CONSTRUCTION GRAND TOTAL**

				<b><del>\$371,986.07</del></b>
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**\$251,258.03**



300 N College Ave, Suite 317, Fayetteville, AR  
479.636.4838

October 10, 2024  
Klenc Improvements  
Tontitown, Arkansas

**Quantity Takeoff**  
For Site Work, Utilities, & Paving

**SITEWORK**

**Earthwork**

	Quantity	Unit	Unit Cost	Total
Sawcut 1' inside Existing EOA and Demo	1	LS	\$3,200.00	\$3,200.00
Remove & Replace Existing Driveway	1	LS	\$4,250.00	\$4,250.00
Mobilization	1	LS	\$1,500.00	\$1,500.00
Traffic Control	1	LS	\$2,000.00	\$2,000.00
Undercut and Backfill (* Assumed)	248	CY	\$25.00	\$6,200.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00
<b>SITEWORK TOTAL</b>				<b>\$18,150.00</b>

**STREETS & PAVING**

**Pavements**

4" Asphalt (2" Binder, 2" Surface) (Collector)	226	SY	\$42.00	\$9,482.67
6" Class 7 Aggregate Base Course (Collector)	248	SY	\$16.00	\$3,973.69
18" Standard Curb & Gutter	229	LF	\$23.00	\$5,267.00
Subgrade Preparation (Collector)	248	SY	\$3.00	\$745.07
Sidewalk	126	SY	\$65.00	\$8,197.22
<b>STREETS &amp; PAVING TOTAL</b>				<b>\$27,665.64</b>

**CONSTRUCTION GRAND TOTAL**

				<b>\$45,815.64</b>
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RESOLUTION NO. 2024-17-11292

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION ADOPTING A SALARY ADMINISTRATION  
PROCEDURE GUIDE FOR THE CITY OF TONTITOWN, ARKANSAS.**

**WHEREAS**, the City of Tontitown desires to adopt a salary administration procedure guide in order to clearly define roles and responsibilities for all City jobs, offer competitive salary opportunities, and satisfy applicable regulatory requirements, as set forth and more particularly described in the attached Exhibit "A"; and

**WHEREAS**, the City Council has reviewed the proposal and has determined that it is in the best interest and benefit of the community to adopt the Salary Administration Procedure Guide, attached hereto as Exhibit "A", for the City of Tontitown.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tontitown, Arkansas:

**Section 1.** The City Council hereby approves and adopts the Salary Administration Procedure Guide, attached hereto as Exhibit "A", for the City of Tontitown.

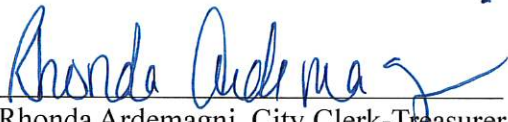
**Section 2.** The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

**PASSED AND APPROVED** this 17 day of December 2024.

APPROVED:

  
\_\_\_\_\_  
Angela Russell, Mayor

ATTEST:

  
\_\_\_\_\_  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)



# CITY OF TONTITOWN



## *SALARY ADMINISTRATION PROCEDURE GUIDE*

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## **Chapter 1 - Salary Administration Plan Overview**

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Effective January 1, 2025, the City of Tontitown (City) adopted a new Salary Administration Plan (the Plan). This policy applies to all eligible employees of the City of Tontitown.

This Plan incorporates:

1. A salary grade structure comprised of 12 grade ranges.
2. Opportunities for individual salary increases that are based on individual performance and competitive salary rates, incorporating longevity pay.
3. Approved processes and procedures to help the city maintain the Plan's integrity over time.

The Plan is a "market-based" salary plan. Briefly, this means that each City job is assigned a range in salary that reflects estimates of salaries earned by employees holding comparable jobs within other organizations.

Individuals holding the same job title, however, may earn differing salary rates within a job's assigned salary range. This provides City management with flexibility to recognize differences in individual qualifications, experience, and performance on the job.

As described below, the Plan is designed to achieve certain key objectives.

### **Plan Objectives**

1. Clearly define roles and responsibilities for all City jobs.
2. Offer competitive salary opportunities and maintain City's desired compensation positioning relative to competitive salary.
3. Provide an annual process for recommending budgeted salaries.
4. Establish clearly defined procedures for staffing new positions, making new hire offers, making individual salary adjustments, and administering the salary budget on an ongoing basis.
5. Satisfy applicable regulatory requirements relating to job descriptions and pay practices.

## **Chapter 1 - Salary Administration Plan Overview**

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To help ensure the Plan achieves its objectives, certain processes have been developed and approved with respect to Plan administration. As briefly summarized below, the Mayor and the Human Resource Director generally are responsible for Plan administration.

### **General Plan Administration Responsibilities**

1. The City Council:

The City Council approves provisions for wages and benefits; and approves the annual budget and any supplemental budget modifications.

2. The Mayor:

The mayor approves the classification and compensation plan for all employees; approves administrative policies and guidelines related to classification and compensation; and approves exceptions to established policies and guidelines.

3. The Human Resource Director:

Human Resources is responsible for carrying out certain Plan administration tasks, as described throughout this Guide; maintaining and updating the Guide to ensure it incorporates the current version of approved processes and procedures; distributing updated copies of the Guide as needed.

4. All members of City management:

Department Heads manage their budgets; evaluate and prioritize staffing needs and distribution of work; develop working job descriptions and working titles for positions in their area; work with the Mayor and Human Resources to ensure that positions are allocated to appropriate classifications and employees are paid at the appropriate classification level; hire qualified and quality employees; coach and motivate supervisors and employees to meet or exceed performance standards established for their positions; notify supervisors and employees of sub-standard performance and assist in corrective or disciplinary action; and implement employment and compensation policies, guidelines and procedures in a fair, ethical and legal manner.

5. Director of Finance

Director of Finance evaluates the fiscal impact of the classification and compensation actions; provides forecasts of future personnel costs.

## Chapter 2 – City Job Descriptions

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Job descriptions form the underlying basis of the Salary Administration Plan. Well-written and current job descriptions:

- Assist with identifying comparable jobs reported by competitive salary surveys.
  - Establish mutual expectations between management and employees regarding the duties and responsibilities associated with each City job.
  - Clearly communicate the qualifications required for job eligibility and provide a discreet delineation of qualifications for jobs within the same job family.
  - Help ensure that City complies with certain regulatory requirements, including the ***Americans with Disabilities Act*** (ADA).
- 
- Importantly, therefore, City must maintain a current job description for each City job.
1. **Effective January 1, 2025**, all existing City jobs were defined by job descriptions summarizing job duties/responsibilities, required knowledge, skills, abilities, etc:
    - The job descriptions were reviewed and approved by each applicable department head.
    - Copies of approved originals were distributed to the department heads.
    - The original, approved copies are on file with the Human Resource Director, who is charged with the responsibility of maintaining a consolidated master City Job Description File.
  2. **After September 30, 2025**, Department Heads and the Human Resource Director are responsible for ensuring that:
    - Existing job descriptions are updated to reflect modifications as applicable.
    - Job descriptions are prepared for proposed new jobs.

### Updating Job Descriptions

City Department Head should retain copies of all current job descriptions relating to jobs authorized within their departments/functions. These job descriptions should be maintained/updated on an ongoing basis:

1. **City Department Heads:**

- A. Reviews job descriptions for their departments/functions at least annually – or at any time there are significant changes to job content, requisite qualifications, or other job-related factors reported on the job description.
- B. Updates applicable changes on the job description by attaching a memo to the job description, noting the changes. The updated job description or memo should specify the effective date of noted changes and contain the approving Department Heads' signature.
- C. Submit the revised job description and related attachments to the Mayor and Human Resource Director.

2. **The Human Resource Director:**

- A. Updates the master job description.
- B. Returns a copy of the approved new job description to the Department Head.
- C. Distributes copies of the new job descriptions to all job incumbents.
- D. Retains the updated copy of the approved job description revisions (signed by the Director) in a file.

If job descriptions are revised extensively, the Mayor and Human Resource Director may reclassify the job as discussed in **Chapter 3**.

## Creating New Job Descriptions

As discussed in **Chapter 6**, the process for proposing new jobs for Mayor's approval begins with the preparation of job descriptions:

1. **The proposing City Department Head**

- A. Completed a *Job Description Questionnaire*. **Appendix A** includes a sample of this form, which may be copied and used for this purpose. Additional blank hard copies or an electronic copy may be requested from the Human Resource Director. If an existing job description for another job can be modified easily, it may be used in lieu of completing the *Job Description Questionnaire*.
- B. Submits the completed *Job Description Questionnaire* to the Human Resource Director.

2. **The Human Resource Director:**

- A. Prepares a preliminary job description for each proposed job.
  - B. Classifies the jobs in accordance with **Chapter 3**.
  - C. Returns the preliminary job descriptions and classifications to the proposed Department Head.
3. The proposed Department Head submits the new job for Mayor's approval in accordance with the process discussed in **Chapter 6**.
  4. For approved jobs, the Human Resource Director:
    - A. Completes a final approved job description, updating the master job description file.
    - B. Returns a copy of the final new job description to the proposed Department Head.
    - C. Distributes copies of new job descriptions to all future job incumbents.
    - D. Retains the *Job Description Questionnaire* (signed by the proposing Department Head and any subsequent modifications/revisions in file.

## **Chapter 3 – Job Classifications**

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All authorized City jobs are classified (assigned a salary grade) within the Plan's salary grade structure:

- Most jobs are classified based on competitive market pricing, i.e., the job is placed into the salary grade that has a midpoint closest to the competitive average salary for the job. A standardized methodology for evaluating competitive data and applying that data to specific City jobs was reviewed.
- Some jobs are classified only based on management's ranking of jobs relative to other jobs within the department or throughout the city. This "ranking" approach to classifying a job is used only when management believes that valid competitive data is not available for a job.
- Other jobs may be classified on the basis of combined market pricing and ranking consideration. Generally, this occurs when consideration of certain internal factors (e.g., departmental compression) suggests that the market pricing result be adjusted by one salary grade (either upward or downward).

Current job classifications for authorized City jobs. All new jobs must be classified in accordance with the process discussed in this chapter. And, occasionally, it becomes necessary to reclassify existing jobs, e.g., when:

1. Competition for a particular job/skill intensifies within the defined competitive market – causing competitive average salaries to escalate at unusually high rates, relative to other employee salaries. The Mayor or Human Resource Director may identify this during

scheduled maintenance/update of the city salary structure, as discussed in **Chapter 4**. Or the need may become apparent if the city finds it difficult to fill job vacancies.

2. The responsibilities relating to a city job change significantly, (either reduced or increased) so that the comparable market jobs or internal comparison jobs are different.
3. The competitive market for a job (or group of jobs) changes due to changes in City demographics.

When new jobs are proposed or current jobs appear to warrant reclassification, the Mayor and Human Resource Director will price job:

1. Market prices the job in accordance with the methodology approved for the job or job level, if competitive salary data is available.
2. Identify the appropriate salary grade classification and the Mayor and Human Resource Director enters the appropriate salary grade number on the master job description, once the classification is approved by the Mayor.

*The mayor must approve all "new job" classifications, as well as all revised job classifications.*

## **Chapter 4 – Salary Grade Structure**

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As mentioned earlier, The City's Salary Administration Plan incorporates the use of a salary grade structure to assist with managing employee salaries. The City's current salary grade structure consists of 12 salary grade ranges. Salary Grade 1 has the lowest salary rate range, while Salary Grade 12 has the highest salary rate range. Each salary grade has a:

- Salary Range Minimum - the minimum salary rate that the city pays to incumbents of jobs assigned to the salary range. Generally, this salary rate is appropriate when the incumbent of the job is relatively inexperienced and meets only the minimum qualifications for the job. Managers might expect individuals paid at this rate to require extensive on-the-job training before performing at fully qualified levels. For employees who are below the salary range minimum, their position's grade structure will be re-evaluated, changed if necessary, and the city will incorporate a phase-in approach over the next three years or less.
- Salary Range Midpoint - the salary rate estimated as the "average competitive salary" rate for the job. Incumbents paid at this rate should be expected to perform at fully qualified levels.
- Salary Range Maximum - the maximum salary rates the city pays employees for the jobs assigned to a salary range. Employees whose current salaries are at or above the salary range maximum are ineligible for any type of salary increase, until salary structure updates result in their salaries falling below the salary range maximum or they are promoted into jobs having a higher salary range. (See discussion of salary structure updates on the next page.) No employee's base wage can exceed the established pay range maximum; consequently, affected employees shall receive a lump sum payment, covering the portion of the raise that cannot be added to the base rate. For employees who are above the salary range maximum, their position's grade structure will be re-evaluated and changed if necessary.

## Market Adjustments

The salary grade structure must be reviewed and updated, as appropriate, every year to ensure that salary grade midpoints continue to represent competitive average salaries.

During the Budget Review, the Mayor and Director of Finance:

1. Determines the cost-of-living index for the past year compared to the previous year's.
2. Adjusts the salary grade structure to reflect this estimated competitive salary budget movement. Most frequently, this movement will be upward. Salary grade midpoints, therefore, would be increased by a comparable percentage.

*Example:* Assume COLA is 2.0% for the past year compared to the previous year's, each Salary Grade range would be adjusted by 2.0%.

3. Prepares a final "Recommended Salary Grade Structure". The recommended structure is submitted for consideration to the mayor during the annual budgeting process.

## Chapter 5 – Individual Salary Decisions

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At various times throughout an employee's tenure with the city, his/her management makes decisions related to the employee's salary rate:

1. At the time the employee is hired or promoted, the initial salary rate must be established.
2. Each year, on or near December 1, most employees become eligible for performance increases that will be determined primarily based on individual performance.
3. If the employee's job is reclassified into a higher-level salary grade, a special "equity" increase may be required.
4. Longevity Pay.
5. License Pay.

The following sections of this chapter discuss the guidelines and process related to each of the above-mentioned salary decisions.

### Establishing New-Hire / Promotional Salary Rates

The city anticipates hiring new employees or promoting current employees at or below the salary range midpoint of the assigned salary grade of the related job. The actual salary rate offered to a

prospective candidate would consider his/her qualifications and experience relative to the City's job requirements. This also applies to promotions within the city.

The following guidelines apply to extending employment offers:

1. If the candidate / employee:
  - A. Meets or exceeds all required qualifications and experience, the new hire / promotion / salary rate ideally should fall between the 25<sup>th</sup> percentile and the salary range midpoint. However, consideration must also be given to the candidate's current salary rate. So, any salary rates up to and including the salary range midpoint may be appropriate. Generally, City management should avoid hiring new employees at salary rates that exceed the salary range midpoint.
  - B. Meets the minimum required qualifications and experience, the new hire / promotion salary rate should be somewhere between the salary range minimum and the 25<sup>th</sup> percentile. Again, consideration would be given to the candidate's current salary rate.
2. Offers that fall within the salary rate guidelines described in #1 above require no further authorization, other than that of the hiring manager. Proposed salary rates that exceed the salary range midpoint, however, require special approval, prior to extending an employment offer, from the Mayor:
3. Only the Mayor is authorized to extend full time employment or promotional offers to selected job candidates. Employment offers must be in writing for full-time employees.
4. City Department Heads may extend a verbal employment offer to part-time candidates only.

With respect to making employment offers, the Mayor:

1. Meets with the hiring Department Head to discuss the candidate's qualifications and experience and reach agreement on offer details, including proposed new hire / promotion salary rate.
2. Obtains appropriate approvals of final offer salary rate and employment terms and conditions.
3. Prepares a standardized employment offer letter.
  - A. Submits the letter for Mayor's signature, with respect to all management-level candidates.
  - B. Sign the letter and submit it to the candidate, with respect to all non-management jobs.
4. Relates the candidate's acceptance/declination to the hiring manager.

**Note:** The terms and conditions of employment offers may include provisions for special salary adjustments after a specified period, e.g., 6 months, 12 months. These terms and



conditions generally are negotiated on an individual basis. Accordingly, these are not addressed specifically within the context of this Guide.

## Awarding Annual Performance Increases

Once a year, on or near December 1, eligible City employees are considered for a performance increase based on individual job performance. The amount of potential performance increase is determined by:

- The employee's individual performance rate for the preceding 12 months.
- The employee's salary rate relative to the range midpoint for the employee's job.

The annual performance increase becomes effective on the date that begins the payroll period during which January 1:

Prior to the date that annual performance increases become effective:

### 1. The Human Resource Director / Mayor:

- A. Prepares a **Performance Increase Matrix**. This matrix is designed to help ensure an equitable distribution of the approved performance increase budget.

Generally:

- **Larger performance increases** (as percents of salary) are targeted toward employees who are performing at or above expectations and whose salaries fall below salary range midpoints. This enables management to move these employees' salaries toward competitive average salaries at a faster rate, thereby enhancing the City's ability to retain these employees over the longer term.
  - **Smaller performance increases** are targeted toward employees who are performing below expectations or whose salaries fall above salary range midpoints. Once an employee's salary equals or exceeds the salary range midpoint, management slows down the rate of salary increase to help ensure that employees do not reach the salary range maximum too quickly, thereby becoming ineligible for salary increases.
  - **No performance increase** is awarded to any employee who is performing at unacceptable levels or whose salary is at or above the range maximum.
- B. Identifies employees eligible for performance increase consideration, i.e., all City employees who currently are actively employed in a full-time position and who have served as a full-time employee for at least 6 months preceding the scheduled performance increase. Otherwise, eligible employees are subject to prorated performance increases for full-time service.
  - C. Notifies appropriate management of the upcoming performance review and performance increase schedules, as well as individual eligibility for performance increase consideration.

2. **An employee's Department Head:**

- A. Rates the employee's performance using an evaluation form, documenting the resulting performance rating on the designated performance appraisal form and obtains Mayor's approval and recommendation as to the percent of performance increase for each employee based on the compa ratios in the performance increase matrix.
- B. Completes a **Personnel Action Form**. The performance increase should fall within the parameters of the **Performance Increase Matrix**.
- C. Submit the completed form to the Human Resource Director.

3. **The Human Resource Director / Mayor:**

- A. Reviews proposed performance increases for conformance to the **Performance Increase Matrix**, the approved performance increase budget, and the maximum salary on the salary rate structure.
- B. The Mayor approves annual performance increases based on the Performance Increase Matrix, as financially feasible.
- C. Notifies Department Head of approval or other disposition.
- D. Forwards approved **Personnel Action Form** to Payroll for processing.
- E. Notifies Department Heads / Supervisors of the approval or other disposition.

4. **The employee's Department Head / Supervisor** presents the performance review and approved performance increase to employee after the Council has approved the budget effected January 1.

### **Awarding Equity Salary Increases**

Equity salary increases are awarded **only** when a job is reclassified into a higher-level salary grade and incumbent salaries consequently fall below the newly assigned salary range minimum.

1. **The Human Resources Administrator** is responsible for:

- A. Identifying employees who are eligible for equity salary increases.
- B. Initiating the **Personnel Action Form (PAF)**.
- C. Obtaining the Mayor's approval of the equity increase.
- D. Submitting the authorization form to Payroll.
- E. Notifying the employee's manager of the equity increase.

The **employee's Department Head / Supervisor** is responsible for notifying the employee of the equity increase prior to the first payroll check within which the increase is incorporated.

### **Longevity**

Employees must work one full calendar year from their date of full-time hire before becoming eligible for this benefit. Full-time employees shall receive longevity pay on the last pay of the fiscal year. This yearly benefit is calculated at \$10.00 per month, times the number of full-time years completed as of January 1 of that year.

### **License Pay**

License Pay for Water and Sewer employees. See Attached Exhibit.

## **Chapter 6 – Communications**

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### **Training**

The Director of Human Resources will provide training to the Department Heads and Supervisors, reviewing the guidelines and rate structures.

### **Communications**

Human Resources is responsible for carrying out certain Plan administration tasks, as described throughout this Guide; maintaining and updating the Guide to ensure it incorporates the current version of approved processes and procedures; distributing updated copies of the Guide as needed.

Access to the Salary Grade Structure - The Directors shall have access to the salary structure for their individual department.

\*\*\* Policy follows the FLSA and will be reviewed annually.

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