

CITY OF GRANTS PASS
 COUNCIL AGENDA
 March 1, 2017
 6 p.m. City Council Meeting
 Council Chambers - 101 N.W. "A" Street



MAYOR: Darin Fowler

CITY COUNCIL MEMBERS:

<i>Ward 1</i>	<i>Ward 2</i>	<i>Ward 3</i>	<i>Ward 4</i>
Roy Lindsay Tyler Flaming	Valerie Lovelace Rick Riker	Dennis Roler Jason Sharp	Jason Anderson Barry Eames

Invocation

Flag Salute

Roll Call

1. COMMITTEE LIAISON REPORTS

2. PUBLIC COMMENT This is a courtesy the Chair provides for citizens to address the Council regarding any item or issue that is not on tonight's agenda. The intent is to provide information that is pertinent to the City's jurisdiction. Each speaker will be given three minutes to address the Council as one body, not to individuals. Council may consider items brought up during this time later in our agenda during Matters from Mayor, Council and Staff.

This meeting will proceed in an effective and courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free from slander, threats, or other personal attacks. Signs or placards, outbursts of applause, campaigning for public office, or other disruptive behavior will not be tolerated.

If you have a question regarding any government provided service or a current City policy, please contact the City Manager's office in an attempt to resolve the matter.

3. PUBLIC HEARING

Quasi-judicial

- a. Appeal of the Director's decision to deny an Adult Use Request/Recreational Marijuana Facility. **Pgs. 1-28**

4. CONSENT AGENDA (Items included are of such routine nature or without controversy so that they may be approved with a single action).

****Indicates short Staff presentation and Council comment.***

- a. Resolution authorizing the City Manager to enter into a three-year labor contract with the Grants Pass Employee Association. **Pgs. 29-68**

- b. Resolution authorizing the City Manager to contribute funds to the Greater Grants Pass Rotary Club for a Balloon Festival. **Pgs. 69-72**
 - c. Resolution recommending restoring recreational immunity rights. **Pgs. 73-76**
 - d. Resolution designating certain County real properties as parks or recreational areas. **Pgs. 77-80**
 - e. Resolution authorizing a street closure for the Antiques and Collectibles Street Fair. **Pgs. 81-96**
 - f. Motion approving the minutes of the City Council meeting of February 15, 2017. **Pgs. 97-102**
 - g. Motion acknowledging the minutes of the Committee on Public Art meeting of January 17, 2017. **Pgs. 103-104**
 - h. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of December 13, 2016. **Pgs. 105-108**
5. MATTERS FROM MAYOR, COUNCIL AND STAFF
- a. Review Mayor/Council emails. None.
 - b. Committee Motions. **Pgs. 109**
 - c. Public Safety Levy discussion.
6. EXECUTIVE SESSION 192.660 (2) (Executive session is held to discuss one of the following subjects: (a) Employment of Public Officers, (b) Dismissal or discipline of Public Officers/Employees, (c) Public Medical Staff, (d) Labor negotiations (news media not allowed without specific permission), (e) Real property transactions-negotiations, (f) To consider information or records that are exempt by law from public inspection, (h) With city attorney re: rights/duties, current-likely litigation, (i) Performance Evaluations of Public Officers, (j) Public Investments...)
- None anticipated
7. ADJOURN

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate person with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations at least 48 business hours prior to the meeting. To request these arrangements, please contact Karen Frerk, City Recorder at (541) 450.6000.

Item: Appeal of the Director's decision to deny an Adult Use Request/Recreational Marijuana Facility.

Date: March 1, 2017

SUBJECT AND SUMMARY:

The request is an appeal of the Director's decision (File No. 201-00153-16) denying the request for a change of use for a Minor Site Plan Review/Adult Use/Recreational Marijuana Facility in the Central Business District zone. The request does not meet the criteria listed in Section 14.630 of the Development Code as the property is located within 1,000 feet of a public library.

RELATIONSHIP TO COUNCIL GOALS:

The proposal supports Council's goal to **KEEP CITIZENS SAFE** by buffering adult businesses that are illegal under federal law.

CALL TO ACTION SCHEDULE:

Call to action schedule: 120-Day deadline is April 15, 2017.

BACKGROUND:

The property is currently developed with an 18,425 square feet multi-story commercial building built in 1928 (according to Assessor's records). The property commonly referred to as the Redwood Towers and/or Redwood Hotel, has been used for multiple commercial purposes over the years. The request is for an "Adult Business/Use" recreational marijuana facility which must meet the criteria found in Section 14.630 of the Development Code. Criterion 2 requires that an adult business be located more than 1,000 feet from a public library (see Exhibit A). In addition, Section 11.01.500 of the Municipal Code also requires a buffer of 1,000 feet from public libraries. The Director denied the request as the subject parcel is just over 500 feet away from Josephine Community Library located at 200 NW C Street.

The applicant filed an appeal on February 6, 2017.

COST IMPLICATION:

None.

ITEM: 3.a. APPEAL OF THE DIRECTOR'S DECISION TO DENY AN ADULT USE REQUEST/RECREATIONAL MARIJUANA FACILITY.

Staff Report (continued):

ALTERNATE RECOMMENDATION TO CONSIDER:

1. Affirm the Director's decision;
 2. Amend the Director's decision; or
 3. Reverse the Director's decision.
-

RECOMMENDED ACTION:

It is recommended the Council affirm the Director's decision denying the request for an Adult Use/Recreational Marijuana Facility.

POTENTIAL MOTION:

I move the City Council affirm the Director's decision dated January 12, 2017.

or,

I move the City Council amend the Hearings Officer's decision dated January 12, 2017, with the following amended conditions (list):

**CITY OF GRANTS PASS
PARKS & COMMUNITY DEVELOPMENT DEPARTMENT**

**REDWOOD TOWERS ~ CHANGE OF USE
MINOR SITE PLAN REVIEW/ADULT USE
APPEAL OF THE DIRECTOR'S DECISION OF DENIAL**

Procedure Type:	Type IV: City Council
Project Number:	302-00100-17
Project Type:	Appeal of the Director's Decision
Owner:	Sooner Redwood Hog, LLC
Applicant:	S.O.W, Donald Hayes
Property Address:	306 NW 6 th Street
Map and Tax Lot:	36-05-17-BC, TL 11300 see <i>Exhibits 1, 2 & 3</i>
Zoning:	Central Business District (CBD) - City
Size:	0.11 acre
Planner Assigned:	Lora Glover
Application Received:	December 7, 2016
Application Complete:	December 16, 2016
Date of Staff Report:	January 12, 2017
Date Appeal Filed:	February 6, 2017
Date of Council Staff Report:	February 17, 2017
Date of Council Hearing	March 1, 2017
120 Day Deadline:	April 15, 2017

I. PROPOSAL:

The applicant is appealing the Director's Decision of Denial for an Adult Business/Use Minor Site Plan Review for a change of use to operate a marijuana recreational facility in an existing commercial building located at 306 NW 6th Street, in the CBD zone. The request must meet the criteria found in Section 14.630 of the Development Code. Criterion 2 requires that an adult business be located more than 1,000 feet from a public library. In addition, Section 11.01.500 of the Municipal Code also requires a buffer of 1,000 feet from public libraries. The Director denied the request as the subject parcel is just over 500 ft. away from Josephine Community Library located at 200 NW C Street. The applicant's appeal statement is attached as *Exhibit 4*.

II. AUTHORITY & CRITERIA:

Section 2.020, Schedule 2-1, Section 2.030 and Section 12.027, Schedule 12-2 of the Grants Pass Development Code authorize the Director to consider the request and make a decision to approve, approve with conditions, or deny. The decision must be based on the criteria contained in Sections 14.630 & 19.042 of the Development Code.

Section 2.020(3)(d) allows the Director to refer any Type I, II, or III application to a Type IV-A or Type IV-B review in special cases where there is a compelling public interest. The Director determined that due to the sensitive timeline for the project, that it was in the public's best interest to forward the matter as a Type IV-A as it would be difficult to meet the 120-day deadline.

Unless the Council moves to hold a hearing on the record, as described in Section 10.052 of the Development Code, the Council shall hear the appeal de novo. Section 10.052 provides in part, that prior to or at the commencement of a hearing on an appeal, the Council may confine the appeal to the record of the decision of the previous review body. The Council may affirm, amend, or reverse the Director's decision.

III. APPEAL PROCEDURE:

State statute provides for an appeal of the City Council's decision to the State Land Use Board of Appeals (LUBA). A notice of intent to appeal must be filed within 21 days of the Council's final action.

IV. BACKGROUND:

Characteristics of the Property:

1. Land Use Designation:
 - a. Comprehensive Plan: Central Business District
 - b. Zone District: CBD
 - c. Special Purpose District: None
 - d. Overlay: Adult Use – Prohibited
2. Size: 0.11 acre
3. Frontage: NW 6th Street (ODOT Facility)
4. Existing Public Utilities:
 - i. Water: 8" in NW 6th Street
 - ii. Sewer: 8" along North property line; 8" in Alley
 - iii. Storm: partial 12" along North property line; & 24" in NW 6th Street
5. Topography: Flat
6. Natural Hazards: None identified.
7. Natural Resources: None identified.
8. Existing Land Use:

- a. Subject parcel: Retail, Office space, Residential Living.
- b. Surrounding: Commercial Uses

Background:

The property is currently developed with an approximately 18,425 sq. ft. five-story commercial building built in 1928 (according to Assessor's records). The property has been used for multiple commercial and residential purposes over the years. The request is for an "Adult Business/Use" which must meet the criteria found in Section 14.630 of the Development Code. An Adult Use and Adult Business are defined in Article 30 of the Development Code as follows:

Adult Business: Any person, group, firm, business, or organization (except non-profit corporations which are not open to the general public) which prohibits admission to all or a portion of the premises to any persons younger than 18 years of age.

Adult Use: A use of whatever character, conducted on the premises of an adult business, which use is conducted in the area in which any persons under 18 years of age are prohibited.

The request for an "Adult Business/Use" recreational marijuana facility must meet the criteria found in Section 14.630 of the Development Code. Criterion 2 requires that an adult business be located more than 1,000 feet from a public library. In addition, Section 11.01.500 of the Municipal Code also requires a buffer of 1,000 feet from public libraries. The Director denied the request as the subject parcel is just over 500 ft. away from Josephine Community Library located at 200 NW C Street.

V. FINDINGS CONFORMANCE WITH APPLICABLE CRITERIA:

A. Section 14.620 of the Development Code states that a development permit for an adult business as outlined in Section 14.620 and shall be processed according to the provisions of Article 12. Section 14.630 provides the following additional criteria for permit approval:

- Criterion (1) (a): The adult business is located in a Riverfront Tourist Commercial Zone and has 10,000 or more square feet of covered and enclosed building space open to the public; or
- (b) The adult business is located more than 200 feet from any R-1, R-2, R-3, or R-4 residential zones (measured in a straight line from the closest edge of the property line on which the business is located to the closest edge of property in the residential zone); and

Director's Response: Satisfied. The parcel is subject to sub-criterion (a) and (b) above as it is zoned CBD. The subject parcel is not adjacent to residential zoned properties.

Criterion (2) (a): The adult business is located in a Riverfront Tourist Commercial Zone and has 10,000 or more square feet of covered and enclosed building space open to the public; or

(b): The adult business has 10,000 or more square feet of covered and enclosed building space open to the public, and contains restaurant accommodations that are not restricted at any time by age and which restaurant accommodations have a floor area equal to or greater in size than the portion of the premises where any persons younger than 18 years of age are prohibited; or

(c): The adult business has less than 10,000 square feet of covered and enclosed building space open to the public, and the adult business is located more than 1000 feet from all of the following facilities (measured in a straight line from the closest property line on which the adult business is located to the closest edge of the property line on which the facility is located):

- (i) A "school, public" as defined by Article 30, with an average weekday attendance (during any continuous 3 month period during the preceding 12 months) of not less than 50 children who are under 18 years of age.
- (ii) A public library.
- (iii) A public park which covers an area of not less than 20,000 square feet and has facilities such as a playground, baseball field, football field, soccer field, tennis court, basketball court, or volleyball court.
- (iv) A commercial or residential recreational facility, as defined in Article 30, which serves children under 18 years of age, and has a total area for indoor and outdoor recreation (not including parking) of not less than 20,000 square feet.

Director's Response: Not Satisfied. The subject property is subject to sub-criterion (c)(ii) above. The property is located within 1,000 ft. of a public library.

B. Section 19.042 of the City of Grants Pass Development Code states that the review body shall approve, approve with conditions, or deny the request based upon the following criteria:

Criterion (1): Complies with applicable Base Development Standards of the Zoning District or standards as previously approved under the provisions of an optional development plan or other approved permit.

Director's Response: Not Satisfied. Because the request does not meet the criteria of Section 14.630 authorizing a new adult business/use noted above, the Minor Site Plan/Change of Use does not comply with the applicable base development standards noted in this criterion. In addition, the request to operate an adult business/use for a marijuana dispensary does not meet the requirements of the City of Grants Pass Municipal Code, Section 11 the activity would not comply with City ordinances, or state, or federal law." The premises to be used by the business do not comply with City ordinances, codes or requirements. Therefore, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

During the public comment period for the Director's decision, staff received comments from two (2) downtown business owners opposed to an adult use business being permitted at this location so close to the library. Staff was also contacted by the Grants Pass Department of Public Safety stating the building is currently listed as dangerous with active life safety violations and at this time only approved for a private residence located on the second floor.

Criterion (2): Complies with adopted public utility and access plans, policies, and standards.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (3): Adequate basic urban services are available or can be made available by the applicant as part of a proposed development or are scheduled by the City Capital Improvement Plan.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (4): Complies with all other applicable provisions of this Code, including off-street parking, landscaping, signage, and Special Purpose District requirements.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (5): Potential land use conflicts have been mitigated through specific conditions of development as required by this Code.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (6): Internal circulation is accommodated in commercial, institutional and office park uses with walkways and bikeways as provided in Article 27.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (7): If the property contains existing nonconforming use or development to remain, the application and the Review Body's decision shall also be consistent with the provisions of Article 15, including any additional standards, relief from the Code or conditions imposed.

Director's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

VI. RECOMMENDATION:

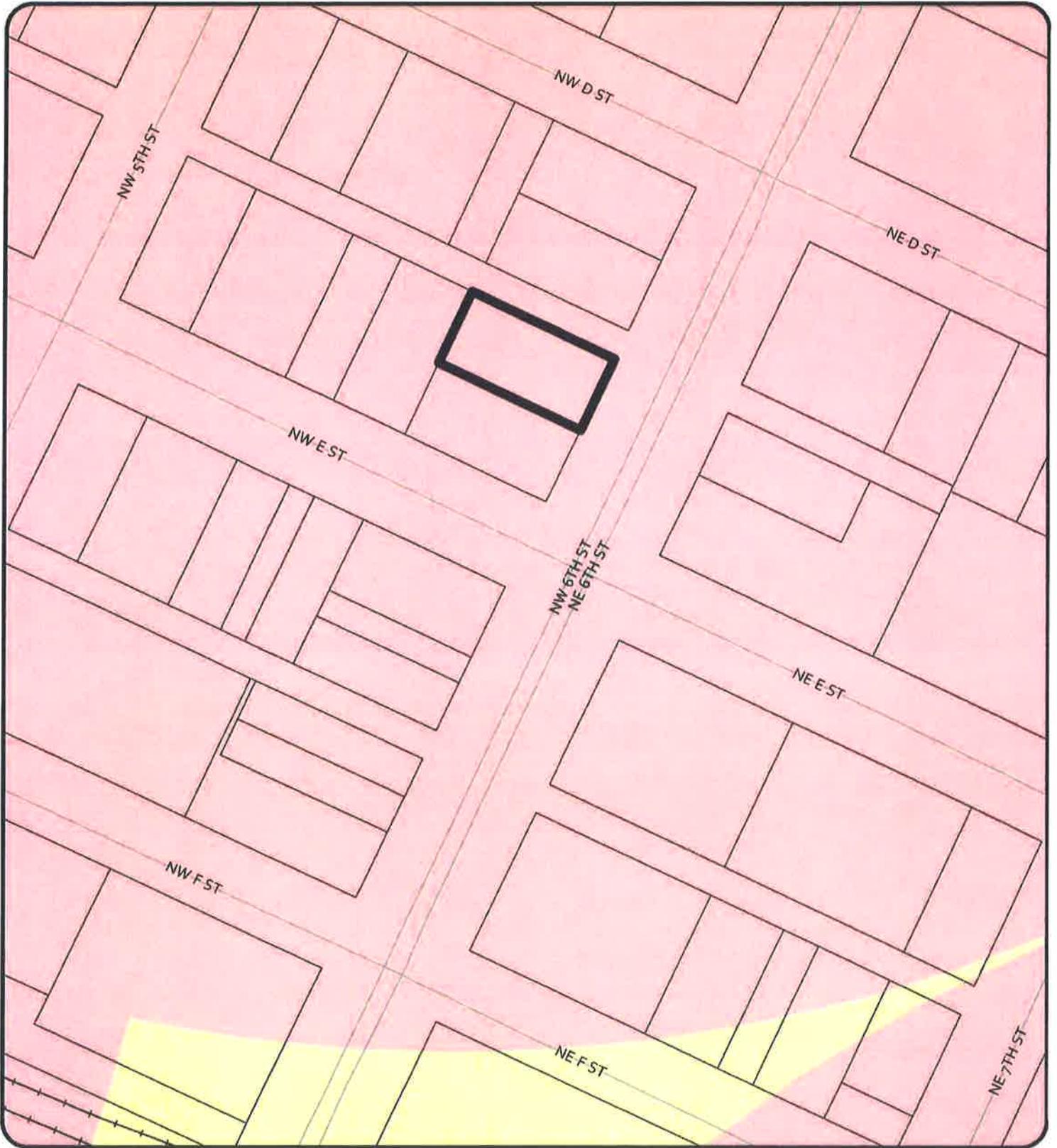
AFFIRM the Director's decision to deny the request for a Minor Site Plan/Change of Use/Adult Use/Recreational Marijuana Facility.

VII. CITY COUNCIL ACTION:

- A. Positive Action: Affirm the Director's decision of denial
- B. Negative Action: Reverse Director's decision and approve the Minor Site Plan/Change of Use/Adult Use/Recreational Marijuana Facility
- C. Postponement: Continue Item (Note: 120-day time expires 4/15/2017.)
 - 1. Indefinitely
 - 2. To a date and time certain.

VIII. INDEX TO EXHIBITS:

- 1. Vicinity
- 2. Aerial
- 3. Adult Use Map
- 4. Appeal Statement
- 5. Director's Decision of Denial (w/exhibits)



CITY OF GRANTS PASS

306 NW 6th Street
 36-05-17-BC, TL 11300



Legend

-  Subject Parcel
-  Permitted2017.lyr
-  Prohibited2017.lyr



CITY OF GRANTS PASS
 Parks & Community Development Dept.
 101 Northwest "A" Street
 Grants Pass, OR 97526
 Phone: (541) 450-6060
 Fax: (541) 476-9218

Web: www.grantspassoregon.gov



EXHIBIT 1

DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.



CITY OF GRANTS PASS
 306 NW 6th Street
 36-05-17-BC, TL 11300

Legend

-  Subject Parcel
-  Water Mains
-  Sewer Pressurized Mains
-  Storm Water Gravity Main

0 5 10 20 30 40 Feet

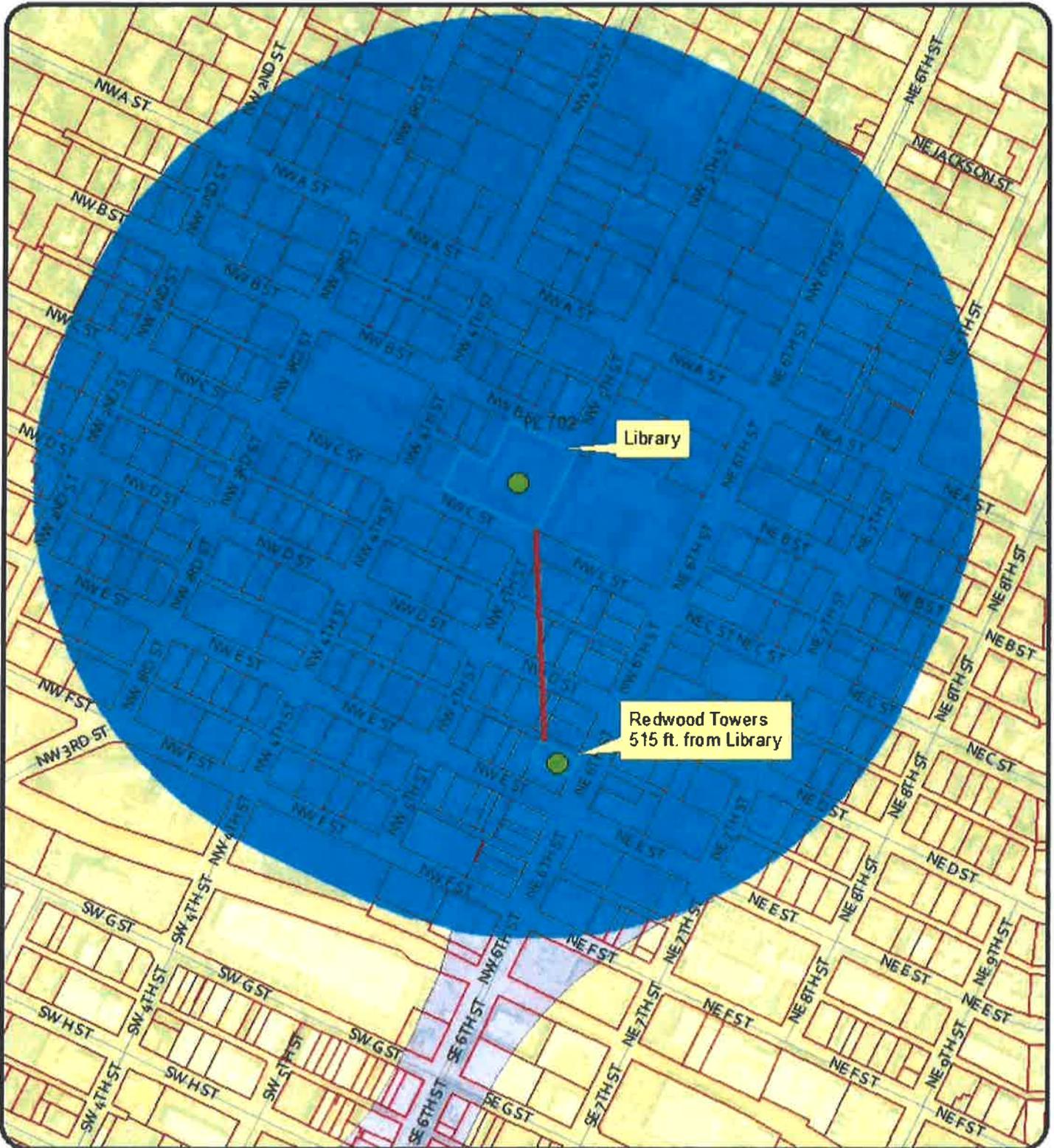


CITY OF GRANTS PASS
 Parks & Community Development Dept.
 101 Northwest "A" Street
 Grants Pass, OR 97526
 Phone: (541) 450-6060
 Fax: (541) 476-9218
 Web: www.grantspassoregon.gov



EXHIBIT 2

DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to ensure the accuracy of the maps and associated data.



Library

Redwood Towers
515 ft. from Library

CITY OF GRANTS PASS

Redwood Towers/Adult Use Overlay



- Streets
- ▭ City Limits 2016
- ▭ UGB 2014
- ▭ Library Buffer 1000
- ▭ Permitted 2017
- ▭ Prohibited 2017



CITY OF GRANTS PASS

Peris & Community Development Dept.
 100 Northwest "A" Street
 Grants Pass, OR 97526
 Phone: (541) 450-5050
 Fax: (541) 475-9228

Web: www.grantspassoregon.gov

December, 2005



EXHIBIT 3



Community Development
101 NW A Street
Grants Pass, OR 97526
(541) 450-0000
Fax (541) 478-0218

PLANNING APPLICATION FORM

Property Address: 306 N.W. 6th St.
GRANTS PASS, OR 97526

Assessor's Map & Tax Lot:
36-05-17-BC Tax Lot(s) 01300

Tax Lot(s) _____

Zoning: CBD

City: UGB:

- Project Type: (Please check all applicable)**
- Site Plan
 - Standard Architectural Review
 - Discretionary Arch. Review
 - Special Concept Plan
 - Partition
 - Property Line Adjustment
 - Property Line Vacation
 - Planned Unit Development
 - Subdivision
 - Final Subdivision or PUD Plat
 - Variance
 - Comp Plan/Zone Map Amendment
 - Text Amendment
 - Pre-Application
 - Appeal / Sign Code Appeal
 - Sidewalk Cafe
 - Other: _____

Size of Project (# of units, lots, sq. ft., etc):
750 sq. ft.

- Attachments:**
- (8) Folded Maps/Site Plan to scale
 - (1) 8 1/2x 11" reduced copy of site plan
 - Written Narrative/Response to Criteria
 - Power of Attorney
 - Service Agreement
 - Architectural Features
 - Other: _____

Description of Request
(include name of project and proposed uses):
* APPEAL TO CITY COUNCIL
* APPEAL BUSINESS USE *
DENIAL BY PLANNING

Property Owner: SOONER REDWOOD LOG LLC
Address: 306 NW 6th St.

GRANTS PASS, OR 97526

Phone: 405-417-5263

Email: dhayes@usland.com

Applicant: DONALD HAYES

Address: 306 N.W. 6th St.

GRANTS PASS, OR. 97526

Phone: (405) 417-5263

Email: dhayes@usland.com

Authorized Representative (if different from applicant):

RON MANKINS

Address: P.O. Box 994, JACKSONVILLE, OR 97530

Phone: (541) 899-6868 & (541) 890-3988

Email: mankinsinvest@gmail.com

Surveyor or Engineer (if applicable):

Address: _____

Phone: _____

Email: _____

CERTIFICATION: I hereby certify that the information on this application is correct and that I own the property or the owner has executed a Power of Attorney authorizing me to pursue this application (attached).

Donald Hayes 2/6/2017
(Signature of owner or Attorney-in-Fact) Date
[Signature] 2-6-17
(Signature of owner or Attorney-in-Fact) Date

(For Office Use)	
Date Application Received:	<u>2/6/17</u>
Date Application Complete:	<u>2/6/17</u>
Pre-App required? Y N	Pre-App # _____
Fees Paid: <u>\$250.00</u>	Initials: <u>WH</u>
File Number(s): <u>302-00100-17</u>	

EXHIBIT 4

RESTRAINT OF TRADE OR COMMERCE UNDER THE EXISTING LAW PASS BY THE STATE OF OREGON AND THE USHERS OF THE CITY OF GRANTS PASS, OR. IN THAT NEW ADULT BUSINESS, SUCH AS LIQUOR STORES, &

* DISPERSED AND LOTTERY AREAS FOR NEW DEVELOPMENT WOULD NOT BE ALLOWED.
FURTHERMORE CONSIDERATION NEED TO BE MADE FOR THIS LOCATION. SINCE THE STATE OF OREGON HAS LICENSED THE LOCATION HAS MET ALL REQUIREMENTS BY LAW.

**CITY OF GRANTS PASS
PARKS & COMMUNITY DEVELOPMENT DEPARTMENT**

**S.O.W. ~ CHANGE OF USE
MINOR SITE PLAN REVIEW/ADULT USE
STAFF REPORT AND DIRECTORS DECISION**

Procedure Type:	Type I-C: Directors Decision	
Project Number:	201-00153-16	
Project Type:	Minor Site Plan Review	
Owner:	Sooner Redwood Hog, LLC	
Applicant:	S.O.W, Donald Hayes	
Property Address:	306 NW 6 th Street	
Map and Tax Lot:	36-05-17-BC, TL 11300 see <i>Exhibits 1 & 2</i>	
Zoning:	Central Business District (CBD) - City	
Size:	0.11 acre	
Planner Assigned:	Shelly Stichter	
Application Received:	December 7, 2016	
Application Complete:	December 16, 2016	
Date of Staff Report:	January 12, 2017	Due: 1/13/17
120 Day Deadline:	April 15, 2017	

I. PROPOSAL:

The application is for an Adult Business/Use Minor Site Plan Review for a change of use to operate a marijuana dispensary facility in an existing commercial building located at 306 NW 6th Street, in the CBD zone (see Exhibit 3).

II. AUTHORITY & CRITERIA:

Section 19.032 and Section 2.020, Schedule 2-1 of the Grants Pass Development Code, authorize the Community Development Director to consider the request and make a decision to approve, approve with conditions, or deny. The decision pertaining to approval of a Minor Site Plan must be based on the criteria contained in Section 19.042 of the Development Code. The decision on an Adult Business must also be based on the additional criteria contained in Section 14.630 of the Development Code.

III. APPEAL PROCEDURE:

Section 10.030, City of Grants Pass Development Code, provides for an appeal of the Director's decision to the Planning Commission. An appeal must be filed within twelve days from the date the written notice of decision is mailed.

IV. BACKGROUND:

Characteristics of the Property:

1. Land Use Designation:
 - a. Comprehensive Plan: Central Business District
 - b. Zone District: CBD
 - c. Special Purpose District: None
 - d. Overlay: Adult Use – Prohibited
2. Size: 0.11 acre
3. Frontage: NW 6th Street (ODOT Facility)
4. Existing Public Utilities:
 - i. Water: 8" in NW 6th Street
 - ii. Sewer: 8" along North property line; 8" in Alley
 - iii. Storm: partial 12" along North property line; & 24" in NW 6th Street
5. Topography: Flat
6. Natural Hazards: None identified.
7. Natural Resources: None identified.
8. Existing Land Use:
 - a. Subject parcel: Retail, Office space, Residential Living.
 - b. Surrounding: Commercial Uses

Background:

The property is currently developed with an approximately 18,425 sq. ft. five-story commercial building built in 1928 (according to Assessor's records). The property has been used for multiple commercial and residential purposes over the years. The request is for an "Adult Business/Use" which must meet the criteria found in Section 14.630 of the Development Code. An Adult Use and Adult Business are defined in Article 30 of the Development Code as follows:

Adult Business: Any person, group, firm, business, or organization (except non-profit corporations which are not open to the general public) which prohibits admission to all or a portion of the premises to any persons younger than 18 years of age.

Adult Use: A use of whatever character, conducted on the premises of an adult business, which use is conducted in the area in which any persons under 18 years of age are prohibited.

V. CONFORMANCE WITH APPLICABLE CRITERIA:

A. Section 14.620 of the Development Code states that a development permit for an adult business as outlined in Section 14.620 and shall be processed according to the provisions of Article 12. Section 14.630 provides the following additional criteria for permit approval:

- Criterion (1) (a):** The adult business is located in a Riverfront Tourist Commercial Zone and has 10,000 or more square feet of covered and enclosed building space open to the public; or
- (b)** The adult business is located more than 200 feet from any R-1, R-2, R-3, or R-4 residential zones (measured in a straight line from the closest edge of the property line on which the business is located to the closest edge of property in the residential zone); and

Staff's Response: Satisfied. The parcel is subject to sub-criterion (a) and (b) above as it is zoned CBD. The subject parcel is not adjacent to residential zoned properties.

- Criterion (2) (a):** The adult business is located in a Riverfront Tourist Commercial Zone and has 10,000 or more square feet of covered and enclosed building space open to the public; or
- (b):** The adult business has 10,000 or more square feet of covered and enclosed building space open to the public, and contains restaurant accommodations that are not restricted at any time by age and which restaurant accommodations have a floor area equal to or greater in size than the portion of the premises where any persons younger than 18 years of age are prohibited; or
- (c):** The adult business has less than 10,000 square feet of covered and enclosed building space open to the public, and the adult business is located more than 1000 feet from all of the following facilities (measured in a straight line from the closest property line on which the adult business is located to the closest edge of the property line on which the facility is located):
- (i)** A "school, public" as defined by Article 30, with an average weekday attendance (during any continuous 3 month period during the preceding 12 months) of not less than 50 children who are under 18 years of age.
 - (ii)** A public library.
 - (iii)** A public park which covers an area of not less than 20,000 square feet and has facilities such as a playground, baseball field, football field, soccer field, tennis court, basketball court, or volleyball court.

- (iv) A commercial or residential recreational facility, as defined in Article 30, which serves children under 18 years of age, and has a total area for indoor and outdoor recreation (not including parking) of not less than 20,000 square feet.

Staff's Response: Not Satisfied. The subject property is subject to sub-criterion (c)(ii) above. The property is located within 1,000 ft. of a public library (see **Exhibit 4**).

B. Section 19.042 of the City of Grants Pass Development Code states that the review body shall approve, approve with conditions, or deny the request based upon the following criteria:

Criterion (1): Complies with applicable Base Development Standards of the Zoning District or standards as previously approved under the provisions of an optional development plan or other approved permit.

Staff's Response: Not Satisfied. Because the request does not meet the criteria of Section 14.630 authorizing a new adult business/use noted above, the Minor Site Plan/Change of Use does not comply with the applicable base development standards noted in this criterion. In addition, the request to operate an adult business/use for a marijuana dispensary does not meet the requirements of the City of Grants Pass Municipal Code, Section 11 the activity would not comply with City ordinances, or state, or federal law." The premises to be used by the business do not comply with City ordinances, codes or requirements. Therefore, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

During the public comment period staff received comments from two (2) downtown business owners opposed to an adult use business being permitted at this location so close to the library (see **Exhibit 5**). Staff was also contacted by the Grants Pass Department of Public Safety stating the building is currently listed as dangerous with active life safety violations and at this time only approved for a private residence located on the second floor (see **Exhibit 6**).

Criterion (2): Complies with adopted public utility and access plans, policies, and standards.

Staff's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (3): Adequate basic urban services are available or can be made available by the applicant as part of a proposed development or are scheduled by the City Capital Improvement Plan.

Staff's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (4): Complies with all other applicable provisions of this Code, including off-street parking, landscaping, signage, and Special Purpose District requirements.

Staff Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (5): Potential land use conflicts have been mitigated through specific conditions of development as required by this Code.

Staff's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (6): Internal circulation is accommodated in commercial, institutional and office park uses with walkways and bikeways as provided in Article 27.

Staff Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

Criterion (7): If the property contains existing nonconforming use or development to remain, the application and the Review Body's decision shall also be consistent with the provisions of Article 15, including any additional standards, relief from the Code or conditions imposed.

Staff's Response: Not Satisfied. Because the request does not comply with the above noted criteria for an adult business/use under Section 14.630, conditions for approval of the Minor Site Plan/Change of Use cannot be applied.

VI. DIRECTOR'S DECISION:

Based on the discussion listed above, the Director hereby **DENIES** the request for the Adult Business/Use and Minor Site Plan as the proposal does not comply with the criteria in Sections 14.630 and 19.042 of the City of Grants Pass Development Code as discussed above.



Lora Glover, Director
Parks & Community Development Department

11/2/17
Date

Note: State Law requires that a decision be made on the application within 120 days of when the application was deemed complete.

VII. INDEX TO EXHIBITS:

1. Vicinity Map
2. Aerial Photo
3. Site Plan
4. Zoning Map
5. Public Comments
6. Department of Public Safety Comments



CITY OF GRANTS PASS

306 NW 6th Street
36-05-17-BC, TL 11300



EXHIBIT 2

Legend

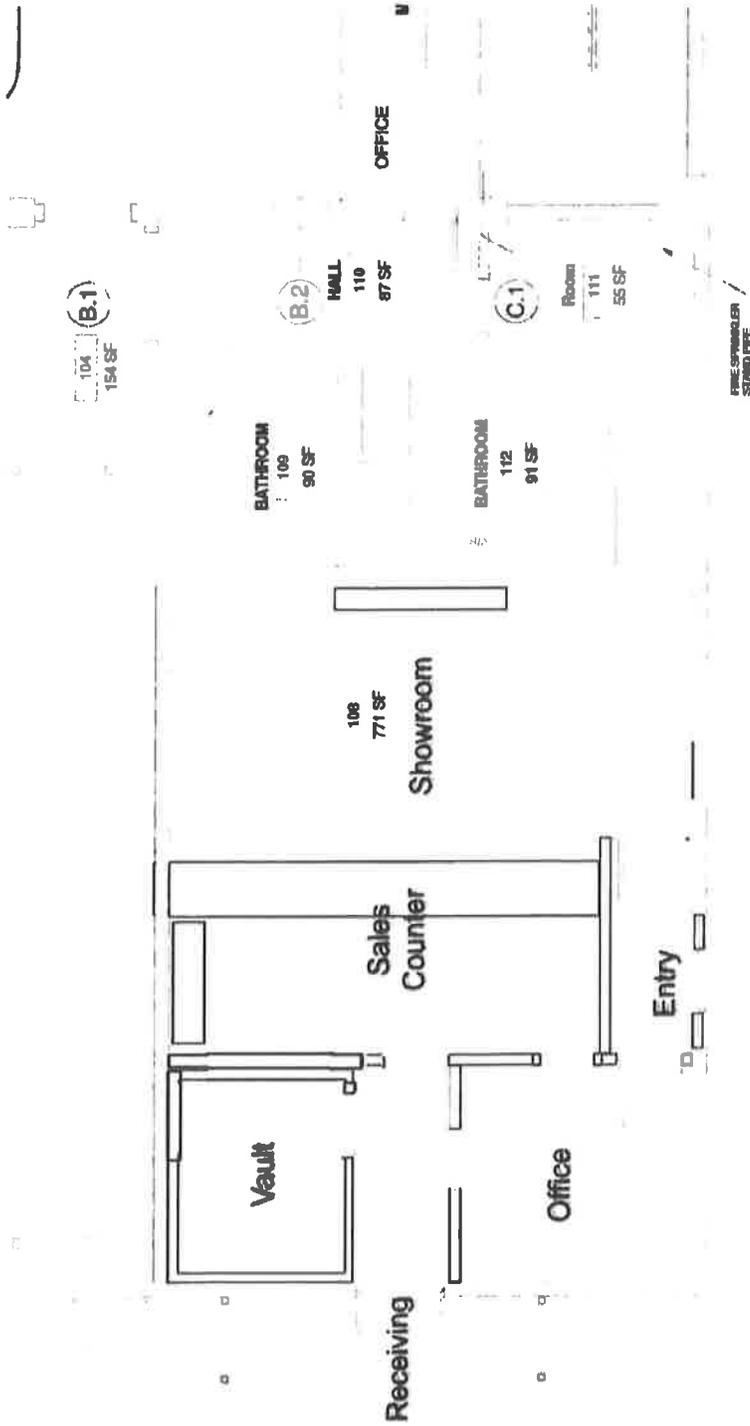
-  Subject Parcel
-  Water Mains
-  Sewer Pressurized Mains
-  Storm Water Gravity Main



CITY OF GRANTS PASS
Parks & Community Development Dept.
101 Northwest "A" Street
Grants Pass, OR 97526
Phone: (541) 450-6060
Fax: (541) 476-9218
Web: www.grantspassoregon.gov

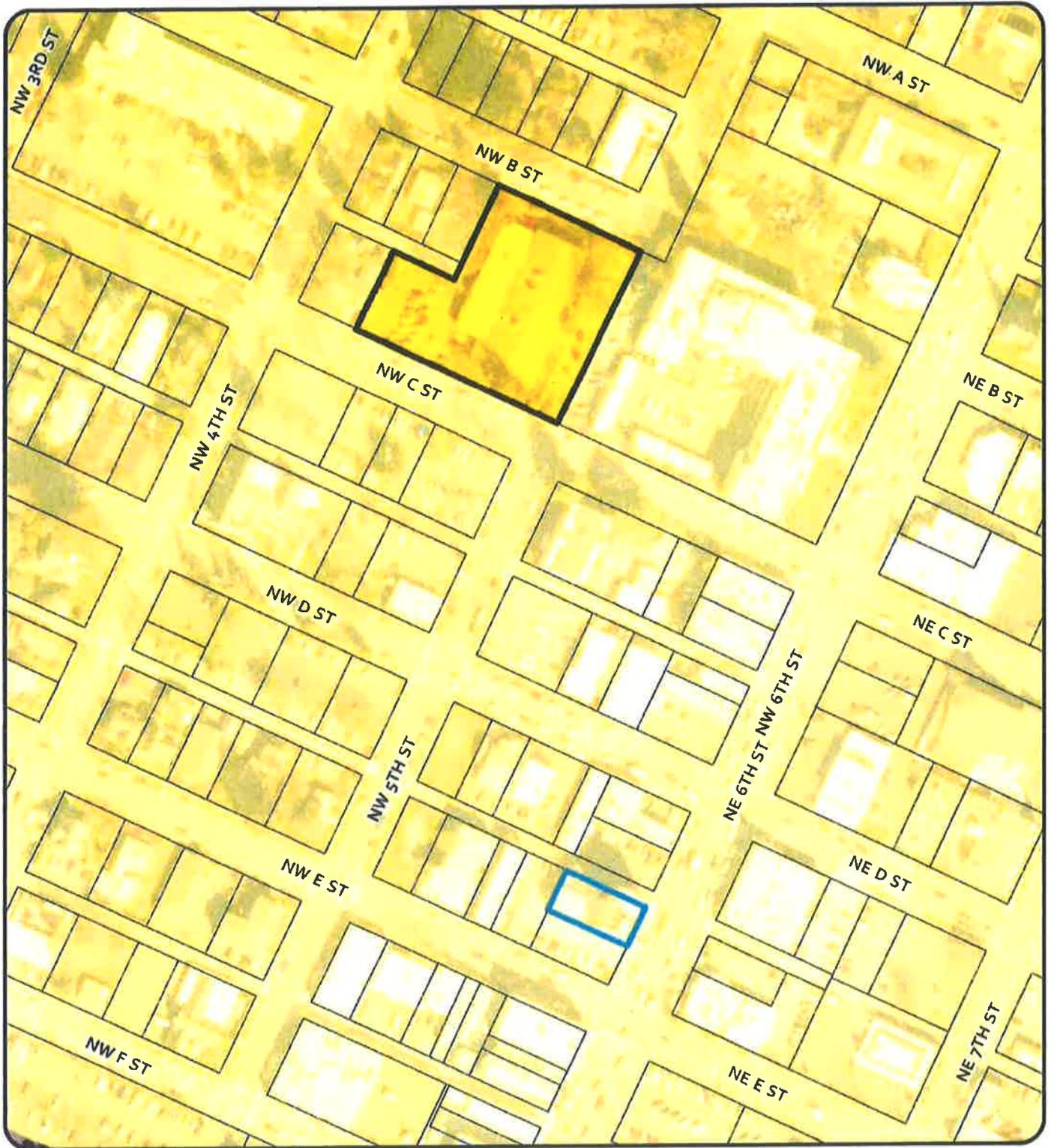


DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map are developed and maintained by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.



1st FLOOR PLAN
1/4" = 1'-0"

EXHIBIT 3



CITY OF GRANTS PASS

**306 NW 6th Street
36-05-17-BC, TL 11300**



Legend

-  Subject Parcel
-  Tax Parcels
-  Library
-  Library Buffer (1000')



CITY OF GRANTS PASS
Parks & Community Development Dept.

101 Northwest "A" Street
Grants Pass, OR 97526
Phone: (541) 450-6060
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GPGIS - 03/04/2017

DISCLAIMER: The Geographic Information Systems (GIS) data made available on this map was prepared by the City of Grants Pass and Josephine County. Every reasonable effort has been made to assure the accuracy of the maps and associated data.

EXHIBIT 4

Shelly Stichter

From: Nathan M <nmliller@rentecdirect.com>
Sent: Friday, December 23, 2016 3:10 PM
To: Shelly Stichter
Subject: 306 NW 6th Street Planning Objection

Hello Shelly,

RE: Project 201-00153-16

As a local downtown business owner and resident of Grants Pass, OR for the past 20 years, I OPPOSE the zoning change to allow a medical marijuana dispensary at this address. If I need to mail this, please let me know or if email is sufficient that would be terrific.

There are hundreds of high school students that walk by this address on a daily basis to get coffee and lunch that will be exposed to the material and also have easy 2nd hand (illegal) access to marijuana on their regular daily route. Just like it happens with alcohol where somebody over 21 buys it and resells it to the kids. We all know this happens and just can't be adequately enforced so we should not compound the problem by adding easy access to marijuana right downtown.

This address is also right behind a well established coffee shop that has been here for years and hosts thousands of under age children and families.

Additionally, this location is only 3 blocks away from the public library which again services many children.

Additionally, this building has and probably continues to be used heavily by the local meth users and any additional drug (illegal or not) influence is not good for our community.

Additionally, this building has had past issues with fires and I've heard that the sprinkler system may not be functional within the building. With the likely increased amount of people lighting up right outside the building with such a business, a building wide fully functioning sprinkler system would seem to be critical.

If Grants Pass is to have a dispensary it should not be downtown and should be far away from any schools and libraries. With GPHS and the library only a few blocks away, this is a bad location both for the downtown feel and the safety of our kids. There are better locations they could pick that don't make as much of a "statement" that they are probably going for with this high profile location.

In closing, should this dispensary be installed in the downtown area promoting marijuana to so many teenagers, I may be compelled to move my traded sector technology business that bring a lot of \$\$ into Grants Pass to a different community.

p.s. The date on the announcement specifies January 4th, 2016 as a deadline. Probably intended it to be 2017.

--
Nathan Miller | President | rentecdirect.com
Office: [800-881-5139](tel:800-881-5139) | Fax: [888-882-1062](tel:888-882-1062)

EXHIBIT 5

Shelly Stichter

From: Robert Jaffe <re@robjaffe.com>
Sent: Thursday, December 22, 2016 4:26 PM
To: Shelly Stichter
Subject: Object to change of use @ 306 NW 6th St

To whom it may concern:

As the owner of the building located at 118 NW E St, I am completely opposed to modifying the use of 306 NW 6th St, to allow for an adult use marijuana dispensary.

Please adhere to how the code is written and make them establish their business within the permitted adult use area.

This location is located around 4 blocks away, it should not be permitted.

Thank you for your consideration.

Sincerely
Robert Jaffe

Robert Jaffe
285 Skycrest Dr
Ashland, OR. 97520

City of Grants Pass
Parks & Community Development
101 Northwest A Street
Grants Pass, OR 97526

RE: Project # 201-00153.16
ATTN: Lora Glover, Director of Parks & Community Development AND Shelly Stichter, Planner

We are the owners of commercial property located at 321 NW 6th Street, immediately across the street from the property located at 306 NW 6th Street, Grants Pass which is the subject of the above referenced *Request for a Minor Site Plan Review for a Change of Use*. Our tenants include the Powder Horn Restaurant which has been a community treasure for over 30 years. Our concerns are shared by both our tenants as well as the leadership of the large church just across the street from this proposed marijuana dispensary.

We recognize that the legal right to sell marijuana has been recently established by Oregon law. We also recognize that this change in Oregon law is in direct contradiction to standing Federal laws which clearly indicate that the sale of marijuana is a federal crime. It is a point well taken to observe that the financial proceeds from the potential commercial sales that would go on within this space, should the City approve this Application, would not be allowed by federal law to be deposited into any commercial bank, credit union or other financial institution in our city. If a business is truly a legitimate business, one would certainly assume that the profit and financial proceeds from said business would be allowed to enter the normal economic life of our community (i.e. be deposited into our community's banks).

In spite of this serious conflict between federal & state laws, the normal concerns of a community regarding the location of businesses and activities that are of a potentially questionable nature have traditionally had various restrictions placed upon their locations, hours of operation, etc. Take for example the location and operation of adult book stores, adult video stores, bars, strip clubs and other businesses that tend to attract a certain type of clientele. Restrictions are placed on their being located adjacent to schools, churches, libraries, etc. Not only is this proposed location directly across the street from one of the largest churches in our community (River Valley Church) but it is also on the main boulevard through our community. 6th Street is the main road that tourists use to visit our historical business district and participate in our many special events (First Friday, Bear displays, Back to the 50's, Boatnik, Evergreen Christmas Displays, etc.). Given the serious 'image' issue the proposed business has with most of the folks in our community, it seems inappropriate to the sensibilities of the majority of the citizens of our town to locate this business right in the heart of our historical business district.

In addition to concerns regarding the location of this type of business in the Central Business District of our community, it is also important to point out that the building being proposed for this use is in fact NOT compliant with current building regulations, specifically as regards the buildings compliance with earthquake ordinances related to its construction and occupancy. The writer is aware of the long standing structural issues related to the building, as the possible purchase of the building was once under consideration. To allow occupancy of even the lower floor of a multi-story building that cannot be brought into compliance with earthquake ordinances intended to insure the safety of those who occupy its upper floors, would serve only to place the City of Grants Pass in a culpable position in terms of any tragedies that might occur should the major quake predicted by the Oregon State Geologist as 'overdue' actually occur.

We would request that the Director propose denial of this application for Change of Use and work with the applicant to find a more appropriate for the proposed use.

Sincerely,



Paul Brewer,
Managing Member,
Village Square NW, LLC

Grants Pass Department of Public Safety
101 NW A St.
Grants Pass, OR 97526
541-450-6204



Site Plan Review

Date of Review: January 3, 2017

Permit Number: 201-00153-16

Map/Tax Lot: 36-05-17-BC Lot 11300

Address of Project: 306 NW 6th St.

Planner: Stichter

Occupancy:

Comments:

1. Building is currently listed as a dangerous building with active life safety violations. The only current approved use is the second floor for a private residence. The building would need to be reviewed as to its current and proposed uses (required separation for mixed use occupancy)

Submitted By: Joe Hyatt, Fire Inspector

EXHIBIT 6

*OFC = Oregon Fire Code, OSSC = Oregon Structural Specialty Code, GPDC = Grants Pass Development Code, GPMC = Grants Pass Municipal Code

Resolution authorizing the City Manager to enter into a three-year labor contract with the Grants Pass Employee Association.

Date: March 1, 2017

SUBJECT AND SUMMARY:

A tentative three-year agreement has been reached with the bargaining unit establishing the terms of the agreement and terms of employment.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **LEADERSHIP** by ensuring efficiency and effectiveness, delivering the highest quality of services at the best possible value.

CALL TO ACTION SCHEDULE:

Call to action schedule: March 1, 2017.

BACKGROUND:

The labor contract with the Grants Pass Employee Association (GPEA) expired December 31, 2016. Management entered into negotiations with the GPEA on October 25, 2016, meeting with representatives of the association's 40 members. Prior to negotiations, GPEA and Human Resources worked together to update position descriptions for represented positions. After four meetings, the City and GPEA have reached a tentative agreement for a three-year contract.

The tentative agreement reached is within the parameters set by Council for the City's negotiating team. The terms of the contract calls for a three-year agreement and the following:

- 1) Salary schedule adjustment of 1.1% effective January 1, 2017
- 2) Classification adjustments for some positions based on market comparators approved by Council
- 3) Salary schedule adjustment of .5% effective January 1, 2018
- 4) Salary schedule adjustment by the CPI-U average November '16 - October '17 up to 1.5%, less the .5% previously received effective July 1, 2018.
- 5) Salary schedule adjustment by the CPI-U average November '17 - October '18 to a maximum of 1.5% effective July 1, 2019

ITEM: 4.a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR LABOR CONTRACT WITH THE GRANTS PASS EMPLOYEE ASSOCIATION.

Staff Report (continued):

COST IMPLICATION:

Revenue Source: Affected departments' personnel budgets.

The incremental cost for calendar year 2017, as compared to last year's salary schedule, is \$116,700 including all benefits and payroll taxes. The maximum incremental cost for calendar 2018 is an additional \$23,540 and for calendar 2019 is an additional \$20,490. There is no net impact on the current fiscal year personnel budget due to savings in the 2017 health insurance contract and the inflation adjustment that was built into budgeted personnel projections for the current year.

ALTERNATIVES:

Council could choose to not enter into the labor contract tentatively agreed upon by the City and GPEA. However, this would lead to an unfair labor practice claim from the Association.

RECOMMENDED ACTION:

It is recommended Council ratify the labor contract successfully negotiated between management and the Grants Pass Employee Association.

POTENTIAL MOTION:

I move to authorize the City Manager to enter into a three-year contract with GPEA.

RESOLUTION NO.

RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR LABOR CONTRACT WITH THE GRANTS PASS EMPLOYEE ASSOCIATION.

WHEREAS:

1. The City of Grants Pass has bargained in good faith with representatives from the Grants Pass Employee Association (GPEA); and
2. A tentative three-year agreement has been reached with the bargaining unit establishing the terms of agreement and the terms of employment in the bargaining unit; and
3. The City Council wishes to ratify the contract negotiations and authorize the City Manager to execute the contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to enter into a contract agreement with the Grants Pass Employee Association which is attached to and incorporated herein as Exhibit "A".

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 1st day of March 2017.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of March 2017.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney



AGREEMENT BETWEEN

CITY OF GRANTS PASS, OREGON

and

Grants Pass Employee Association

January 1, 2017 – December 31, 2019

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**AGREEMENT BETWEEN
CITY OF GRANTS PASS, OREGON
AND
GRANTS PASS EMPLOYEE ASSOCIATION**

PREAMBLE

The City of Grants Pass ("City") and the Grants Pass Employee's Association (Association) recognize that it is in their mutual interest to provide the highest level of service possible. Therefore, both parties agree to promote business practices which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions. The parties will cooperate fully to secure the advancement and achievement of the purposes.

ARTICLE I - RECOGNITION

1.1 Sole and Exclusive Agent. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, benefits, and related terms and conditions of employment for all employees who are members of the bargaining unit.

1.2 Scope of the Unit. The scope of the unit shall consist of non-supervisory and non-confidential positions not presently covered by another Association/Union. The unit positions are reflected in Appendix A.

Excluded from the bargaining unit shall be all confidential, supervisory, as defined by ORS 243.650(6) and (23), non-classified management, seasonal and temporary employees and volunteers.

1.3 New Classifications. In the event the City creates a new position that falls within the bargaining unit, the City shall provide the Association with a copy of the job description and wage scale. In the event the Association disagrees with the wage scale assigned to the position, the City agrees to meet with the Association to review this issue.

1.4 Notice. Where reference is made to some duty to be performed by the City in the agreement, or some notice or filing to be made with the City, the City will act through its City Manager or his/her designee. All correspondence to the City shall be addressed to: City Manager, Grants Pass Municipal Building, 101 N.W. "A" Street, Grants Pass, Oregon 97526, unless stated otherwise in this agreement.

When reference is made in this agreement to the Association, in that some action is taken by or directed by the Association, the Association will act through delegated representatives of the Association.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Rights. In order to operate its business, the City, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift. All other traditional rights of management are also expressly reserved to the City.

2.2 Preservation of Rights. Any of the rights, powers, authority and functions the City had prior to the negotiation of this Agreement are retained by the City and the express provisions of this Agreement constitute the only limitations on the City's right to manage its business. The City not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

2.3 Agreement Limitations. The express provisions of this Agreement constitute the only limitations upon the City's right to manage its business as set forth in Article 18.1. This agreement supersedes all personnel rules, regulations and policies.

ARTICLE III - NON-DISCRIMINATION

3.1 Rights. The City and the Association agree not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, religion, disability, or any other legally protected class, or Association activity or the exercise of his rights under the Labor Agreement in effect between the City and the Association.

3.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include male and female employees.

3.3 Election of Remedies. In the event an employee or the Association makes an allegation of a violation of this Article such violation shall be grievable through the City Manager. In the event the employee and the City Manager are unable to resolve the issue the employee shall have the right to file with Bureau of Labor and Industries (BOLI), the Equal Employment Opportunity Commission (EEOC) and/or the Employment Relations Board (ERB).

ARTICLE IV - ASSOCIATION SECURITY

4.1 Time. The Association agrees to identify its advocate(s), which shall not exceed four (4) in number to the City in writing.

4.2 Association Business. Except as otherwise provided in the Agreement, Association members shall not, during their working hours, engage in solicitation for membership in the Association, collect fees or dues for the Association, or carry on other business activities of the Association; provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee.

4.3 Right of Access. The Association and its designated representatives shall have the right of reasonable access to City property but will not interfere with the employee's work and shall observe any security regulations of the City. The City agrees to provide meeting space for the purpose of holding Association meetings. Such meetings may be held after reasonable notice is given to the City and must conform to the City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the City and in conformance with the scheduling provisions established by the City and not in conflict with any prior scheduled use of the building.

4.4 New Hires. The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Association with the new employee's name, position, department, and status (full-time/part-time).

4.5 Bulletin Boards. The City agrees to provide bulletin board space which the Association may utilize for meeting notices for official Association business. The City shall determine location and size of the bulletin boards.

ARTICLE V - HOURS AND OVERTIME

5.1 Workweek. The official work week for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday.

Full-time employees are normally assigned to a work schedule consisting of five (5) eight (8) hour work days or four (4) ten (10) hour work days, or any combination as determined solely by the City. All employees to the extent consistent with operating requirements shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting time. The City will determine which schedule will be in use; however schedules shall not be changed without ten (10) calendar days notice or with mutual agreement.

When operational needs require an unanticipated change to an employee's regular work shift with less than 10 calendar days' notice, the employee's schedule may be flexed within the same workweek by mutual agreement. If not flexed, the hours will be paid as overtime or banked as earned compensatory time at the discretion of the supervisor.

It is expressly understood that the City does not guarantee any number of work hours per week.

5.2 Rest Period. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half work day, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties. City vehicles shall not be used to go for rest periods. Use of City vehicles may be allowed on a de minimis basis for employees assigned off site work.

5.3 Meal Period. All employees shall be granted a one-hour or thirty (30) minute unpaid meal period during each workday depending on the operational needs and requirements of the department. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of each workday. Employees may take meal periods away from the work site. City vehicles shall not be used to go for meal periods, but may be allowed on a de minimis basis for employees assigned off site work.

5.4 Overtime. Overtime shall apply only to those positions classified as non-exempt. Overtime is intended to meet the City's needs and must be authorized in advance by the City. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and of public interest. The overtime rate of pay is computed at 1-1/2 times the regular rate of pay. Overtime shall be considered:

- (A) All assigned work in excess of the employee's scheduled work day.
- (B) All assigned work in excess of forty (40) hours in any one work week.

5.5 Overtime Computation. Overtime shall be computed to the nearest quarter (15 minutes) hour and shall be based on hours worked in excess of the employee's schedule.

5.6 Callback. Employees called back to work shall receive overtime pay for the

work for which they are called back, and if called back shall be credited with not less than 2 hours time compensated at time and one-half. This section applies only when callback results in hours worked which are not annexed consecutively to the beginning or end of the working day or working shift. This section does not apply to scheduled overtime, annexed at the beginning of the work shift, or holdover times annexed to the end of the work shift or work day. If at the end of his shift the employee has departed the City's premises before being called back, the same shall not be considered a holdover time, but shall be compensated as callback under this section.

Callback shall only apply when employees are required to respond to their regular worksite to perform the duties for which they are called back.

5.7 No Pyramiding. In no event shall any employee be compensated twice for the same hours.

5.8 Compensatory Time. By mutual agreement, a non-exempt employee may receive compensatory time off at the rate of 1-1/2 times their regular rate of pay for overtime earned in accordance with Article 5.5. Compensatory time accrual shall not exceed 80 hours. Once this maximum accumulation has been reached, any additional overtime compensation earned by the employee shall automatically be paid. Earned compensatory time may be taken at a time that is mutually agreeable to the employee and the supervisor.

ARTICLE VI - HOLIDAYS

6.1 Recognized Holidays. All City employees shall be entitled to the holidays listed below with pay.

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (Friday after 4th Thursday in November)
Christmas Day (December 25)

Whenever a holiday falls on Sunday the succeeding Monday shall be observed as the holiday and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday providing the designated day is consistent with the State of Oregon's declared holiday. If an employee is on authorized leave (vacation, sick leave, or other leave with pay) when a holiday occurs, such holiday shall not be charged against such leave.

6.2 Holiday Pay. Full-time¹ employees shall receive 8 hours pay per holiday; part-time employees shall be compensated in proportion to the number of hours they are normally scheduled to work. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday, unless the employee shows a justifiable reason to the City.

When an employee's regularly scheduled day off falls on a designated City holiday, the Department Director (or his designee) shall designate another work day during the same work week as the employee's "holiday". When not possible to schedule the employee another day as indicated, the employee shall receive eight (8) hours earned compensatory time to use at a mutually agreeable time.

6.3 Personal Holiday. All full-time employees shall be credited with 16 hours of holiday time at the beginning of each calendar year. A pro-rata amount will be credited to each full-time employee who worked less than 10 months in the preceding calendar year or who is a regular part-time employee. Use of the holiday hours must be at a mutually agreeable time. Any personal holiday hours not utilized in the calendar year shall be forfeit as of December 31.

¹ The term "full-time" as used in this contract for the purpose of leave accruals shall be an employee with a regular schedule of 2080 hours per calendar year. The term "part-time" for the purposes of any accrual shall be an employee with a regular schedule of less than 2080 hours per calendar year.

ARTICLE VII - VACATIONS

7.1 Rate of Accrual. Vacation time for full-time employees shall accrue as follows:

<u>Months of Service:</u>	<u>Annual Accumulation:</u>	<u>Bi-weekly Accrual:</u>
*0 - 36 months	80 hours	3.08 hours
37 - 60 months	100 hours	3.85 hours
61 - 84 months	120 hours	4.62 hours
85 - 120 months	140 hours	5.39 hours
121+ months	160 hours	6.16 hours

Part-time employees shall accrue vacation leave in an amount proportionate, based on their regularly scheduled hours, to that which would be accrued under full-time employment.

*Upon completion of six (6) months of continuous service, employees will be eligible for and credited with forty (40) hours of vacation leave.

After 20 years of continuous service, a one (1) time bonus of forty (40) hours shall be credited to an employee.

7.2 Continuous Service. Continuous service shall be service unbroken by separation from the City service, except that time spent by an employee on military, Peace Corps and eligible family medical leave shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, and subsequently recalled to their prior position, shall receive credit for service prior to the leave.

7.3 Accrual Limitations. Employees may accrue a maximum of 200 hours of vacation leave. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor in writing ten (10) workdays in advance, absent himself from work to prevent loss of this vacation time. The City shall notify an employee with each paycheck of the amount of vacation leave accumulated.

Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work in which case the vacation hours above the cap shall be converted to cash for that pay period only.

7.4 Scheduling. Vacation times shall be scheduled by the City based on the Department Director's (or his designee) judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation time. Employees shall be permitted to request vacation on either a split or an entire basis. It is expressly understood the employees scheduled for a workday of greater than eight (8) hours will be charged an amount of hours equal to their respective workday for every day of vacation time utilized.

7.5 Payment on Termination. In the event of death or termination of an employee who is otherwise eligible for vacation credits the employee shall be entitled to payment for accrued vacation leave at his current rate. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

ARTICLE VIII - SICK LEAVE/EMERGENCY LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of 8 hours per month (3.69 hours per pay period) for full-time employees beginning with the effective date of employment. Part-time employees shall accrue sick leave in an amount proportionate, based on his regularly scheduled hours, to that which would be accrued under full-time employment.

8.2 Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral of/ or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purpose of this subsection, the immediate family is defined as: spouse, registered domestic partner, children (adopted, biological, foster, and step), mother, father, mother-in-law, father-in-law, brothers, sisters, and grandparents. This utilization shall include travel time to and from the funeral or location of the family member and time for making necessary arrangements for care and/or the funeral. The employee may not take more than three (3) days emergency leave in any one (1) calendar year. In the event that more time is needed the employee may utilize their allowance of sick leave and/or vacation.

8.3 Utilization. It is expressly understood that employees scheduled for a workday of more than eight hours will be charged an amount of hours equal to their scheduled hours of work for every day of sick time utilized.

- (a) Illness or Injury of the Employee. Employees may utilize their allowances of sick leave on the record at the end of the preceding pay period when unable to perform their work duties by reason of illness or injury.
- (b) Illness in Family. Employees may utilize their allowance of sick leave when there is illness or injury within their immediate family. Immediate family includes spouse, registered domestic partner, children, mother, father, mother-in-law, father-in-law, and step-children in the household.
- (c) Notification. In the event that an employee utilizes his/her sick leave under this section the employee shall notify his/her immediate supervisor or the on-duty supervisor of the absence, the nature of the situation and the expected duration of the absence. Notification will be made as far in advance of the employee's next regularly scheduled shift as possible unless unable to do so because of the serious nature of the illness, injury or other situation. Sick leave with pay shall not be allowed unless such report has been made.
- (d) Physician's Statement. At the request of the immediate supervisor or other supervisor, the employee will obtain certification from an attending physician documenting the nature and period of illness.

In the event that an employee is off more than three (3) work days under this section, due to his illness or an illness in the family, the employee shall provide a physician's statement, upon City request, as to the nature of the illness, the need for the employee's absence, and the estimated duration of absence.

The City may require a doctor's release stating that the employee may return to his normal duties without risk of aggravating an illness or injury prior to allowing the employee to

return to work. When an employee is, by reason of his illness or injury, unable to perform his job with the regularity, efficiency or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others, the City may require that the employee absent himself and take further sick leave

- (e) Abuse. Abuse of sick leave privilege shall be cause for dismissal. Abuse is defined as improper use.

- (f) Termination for Medical Reasons. Employees on time loss for an injury or illness who have used a one hundred eighty (180) calendar day limit will be terminated for medical reasons and re-employed only when an opening occurs for which the employee is qualified. Near the end of the one hundred eighty (180) day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the City Manager.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of the disability after the employee's accrued sick leave has been exhausted. The City may require a physician's statement on a periodic basis during the period of disability.

8.5 Integration With Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay minus state and federal deduction. In such instances, no charges will be made against accrued sick leave for the first thirty (30) days of time loss that result within sixty (60) days from the date of the original injury.

8.6 Sick Leave Accumulation. The maximum accumulation shall be unlimited.

8.7 Sick Leave Conversion Program. A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of service, or to the employee's beneficiary in the event of death while a regular employee with the City.

Sick leave shall be converted in the following manner:

(Each full year of continuous service) x (2.5%) x (employee's sick leave accumulation) x (employee's hourly rate) (Example of an employee with 10 years of continuous service, with 300 hours of sick leave, who earns \$18.01 an hour: $10 \times 2.5\% = 25\%$; $25\% \times 300\text{hrs} = 75\text{hrs}$; $75\text{hrs} \times \$18.01 = \1350.75)

A PERS Tier 1 or Tier 2 employee may opt out of the sick leave conversion program and utilize his accrued sick leave as defined in ORS 238.350.

ARTICLE IX - OTHER LEAVES OF ABSENCE

9.1 Leave of Absence. The City will consider a written application for leave of absence without pay not to exceed one (1) year if the City finds there is justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the Department Director or other supervisor for assignment for the remainder of his or her regular work day. Mileage and expenses paid for jury duty will be retained by the employee, so long as the employee provides his own transportation for such jury duty service.

9.3 Military Leave With Pay. Military leave will be granted in accordance with Federal law and Oregon Revised Statutes.

9.4 Parental and Family Leave. Parental and family leave will be granted in accordance with Oregon Revised Statutes and the Family Medical Leave Act.

9.5 Concurrent Leave. If an employee takes qualified state or federal family leave, the employee must use accrued leave and it will be counted against the employee's family leave entitlement.

9.6 Return From Leave. Any employee who is granted a leave of absence without pay under this article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacant; unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

ARTICLE X – COMPENSATION

10.1 Salary Increases. The following types of salary increases are available to bargaining unit employees. Step increases are not automatic but shall be recommended by the Department Director to the City Manager. Negotiated percent increases shall be added to the bottom step for each classification when the salary structure is updated

1. Probationary Increase for New Employees. A new employee shall be eligible for advancement to the next step of the salary range for his classification on the anniversary of date of hire upon satisfactory completion of twelve (12) months probationary period.
2. Step Increase. Upon completion of 12 months of satisfactory job performance following the most recently established anniversary date, an employee is eligible to advance one step with a “meets” or higher annual evaluation rating until stepped out.
3. Promotional Increase. When an employee is promoted upward, such employee’s pay shall be increased a minimum of 5%, rounded to the whole number, above his or her previous pay rate. A new annual anniversary date is established at the time of promotion.
4. Reclassification Increase. Whenever the duties of a position change materially and a position is reclassified, the employee in that position is reclassified, the employee in that position shall be reclassified at the same step employee is at presently or the step providing at least a 5% increase, rounded to the whole number, above his or her present salary. No change in anniversary date shall be made and no probationary period shall be served providing employee has already served his probationary period and has been performing the duties satisfactorily.
5. Reclassification Decrease/Demotions. If an employee is reclassified to a class with a lower salary range for reasons which do not reflect discredit on his employment record, his salary rate may remain the same. Demotion for cause will ordinarily result in a corresponding reduction in salary.

10.2 Pay Periods. Pay periods shall be on a bi-weekly basis and pay checks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.3 Working in Higher Job Classification. (Step Up Pay). When an employee is directed to work out of classification (as defined in Administrative Policy 5-8) for eight (8) consecutive hours or more, that employee shall receive a 5% increase above his normal salary.

10.4 Incentives.

- (a) Education. Employees who hold a college degree not required by their job description shall be compensated in the following manner:

Associate's Degree	\$ 75 per month
Bachelor's Degree	\$ 150 per month

The maximum amount an employee may receive under this section is \$150 per month when no degree is required. An employee holding a Bachelor degree will receive a pro-rated amount (\$75) when an Associate degree is required.

- (b) Second Language. An employee passing a proficiency language test in Spanish, or any other language designated by the City, shall be eligible to receive additional pay in the amount of \$50 a month. The testing process will be selected by the City. Continued eligibility for this incentive will be dependent upon annual retesting to take place no later than February of each year.

The effective date of incentive pay shall be the beginning of the pay period following receipt of the correspondence documenting such achievement by Human Resources.

ARTICLE XI - INSURANCE/RETIREMENT

11.1 Insurance. The City agrees to provide a health and welfare plan, term life insurance policy and long term disability insurance to all eligible full-time bargaining unit employees.

It is understood the City's only obligation is to pay for premium on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

11.2 Insurance Maintenance. The City agrees to provide a health and welfare plan to all eligible Association employees. Association employees shall pay 7.5% of the total monthly premium of the plan. The City and the Association agree to work cooperatively in a citywide insurance committee to continue to explore insurance packages in order to offer alternative potential insurance coverage. The City reserves the right to re-open this section if insurance costs increase by more than 10% in one year.

At least one alternative offered shall include a Health Reimbursement Arrangement (HRA) with an annually defined contribution amount paid for by the City.

11.3 Retirement Insurance. All Employees hired prior to January 1, 2007, who meet PERS requirements for retirement and elect to retire from City employment and immediately upon retirement commence receiving benefits from PERS may be eligible for continued family medical insurance coverage under the City's current group medical insurance program. The coverage will continue for 48 calendar months from the date of retirement or until such time as the retiree dies, reaches Medicare eligibility, or enters employment where insurance is provided, whichever event occurs soonest. Additionally, coverage will terminate if retiree applies for and is paid unemployment compensation within 18 calendar months of retirement. The employee shall be responsible for the portion of the monthly premium in accord with the manner in which the premium was shared between the City and the employee at their time of retirement.

Employees hired on or after January 1, 2007, who are eligible for COBRA benefits at the time of retirement, may utilize that benefit at totally their own cost.

11.4 Continuation of Hospital and Life Insurance Coverage Benefits for Permanently Disabled Employees.

- (1) Any employee who has completed trial service and becomes permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by the City for those in the employee classification until the employee reaches age 65.
- (2) The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.
- (3) The health insurance premium for any employee eligible for health insurance who has been continuously employed on a permanent basis for twelve

consecutive months or longer who becomes totally and permanently disabled shall, three months after the determination of such disability, have health insurance paid by the City up to the cap. During the period of waiver, the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the period established above (no longer than 12 months), whichever occurs first, the employee and/or covered dependents may convert, at their own expense, to the plan then being offered as a conversion policy by the City's insurance carrier.

11.5 Public Employees Retirement System. The City provides retirement benefits to all eligible employees; the system is PERS of the State of Oregon. Employees are required to enroll in PERS in accord with requirements set by PERS. The employee's contribution of 6% of subject wages shall be paid to PERS by the City.

ARTICLE XII - SENIORITY

12.1 Definition of Seniority. Only regular employees shall have seniority. Seniority shall be established from the date of hire and continue to accrue during all paid time in the bargaining unit. In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the date and time of hire offer.

Seniority shall be terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice of recall.
4. Is laid off for a period of time greater than twelve (12) months.
5. Fails to report to work at the termination of a leave of absence.
6. Retires.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months. The probationary period may be extended for any time the employee is on unpaid leave of absence. The Association recognizes the right of the City to terminate probationary employees for any reason excluding violations of the law, with or without cause, and any such termination shall not constitute a violation of this agreement.

12.3 Promotional Probationary Period. All employees (except trainees) shall serve a six (6) month probationary period when promoted to a higher classification. A new annual anniversary date will be created at the time of promotion.

ARTICLE XIII – ASSIGNMENT OF PERSONNEL

13.1 Staffing. The decision to hire, schedule, transfer, assign, promote and layoff employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as solely determined by the City. The City shall give due consideration to seniority in the City service only where the employees' qualifications and ability are relatively equal. The City's determination shall be final and not subject to the grievance procedure.

13.2 Layoff. A Department Director may separate an employee without prejudice because of changes in duties in the organization, lack of funds, curtailment of work, or for any other legitimate reason as determine by the City. The conditions of reduction in forced layoff shall be as follows:

1. Job knowledge;
2. Attendance, safety and disciplinary records;
3. Licenses, registration and/or certifications;
4. Efficiency of City operation.

Evaluation of these facts is at the City's discretion. When all the factors are equal, the City will layoff or reduce the hours of the employee with the least length of service.

The City Manager or his designee will make a reasonable effort to integrate those employees who may be subject to layoff into another department by transfer when another department has a position of the same or lower classification that is open and available and for which the employee is otherwise qualified.

13.3 Recall from Layoff. There is no right to recall; however, if, within 12 months of layoff an Association position becomes available, the City shall notify the employee(s) of the open position. The laid off employee will be permitted to apply as if he were a current City employees.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 Discipline and Discharge. The principles of progressive discipline shall normally be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without just cause.

14.2 Forms of Discipline. Disciplinary action for just cause shall be limited to the following:

- a. Written reprimand
- b. Suspension
- c. Demotion and/or reduction in pay
- d. Discharge

14.3 Due Process. When the City intends to take disciplinary action involving discharge or suspension, the City shall notify the employee in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. At the request of the employee, the employee will be entitled to be accompanied by a representative at the hearing.

14.4 Imposition. If a supervisor has reason to discipline an employee, he shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

Disciplinary action may be imposed without warning notice or written reprimand if an offense is a flagrant violation or when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent and create a grave circumstance. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting or dishonesty.

In cases where immediate disciplinary action is taken the employee may be suspended immediately while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. If the employee is cleared of the charges by the City, the affected employee will be reinstated immediately without loss of pay or other benefits. In the case where discharge or demotion or reduction in pay is the disciplinary action imposed, the effective date will be the date of determination.

14.5 Notice of Discipline or Discharge. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file. The employee shall receive prompt written notice of any disciplinary action taken; such notice shall include a record of the action, the specific violations, including reference to written rules and regulations, and the penalty to be imposed.

14.6 Grievances. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the Grievance Procedures in Article XV.

14.7 Probationary Employees. This article shall not apply to any employee on probation. Probationary employees may be discharged with or without cause.

ARTICLE XV - SETTLEMENT OF DISPUTES

15.1 Grievance Procedure. The City will promptly consider and respond to employee grievances relating to the provisions of this contract. Furthermore, the City prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

An employee, at his or her discretion, may elect to be represented by the Association at any step of the grievance procedure.

The following steps are to be followed in submitting and processing a formal grievance. For purposes of the Article, working days shall be defined as business days, i.e., Monday through Friday excluding holidays and closure days.

Step I. The aggrieved employee or group of employees should verbally present the grievance to the immediate supervisor within ten (10) working days of the occurrence of the problem or within ten (10) days of the time the employee becomes aware of the problem. The supervisor shall give his/her oral reply within ten (10) days of the date of the presentation of the grievance, not including the date of presentation.

Step II. If the grievance is not fully settled in Step I, it shall be reduced to writing and shall include the details of the grievance, the section of this Agreement allegedly violated (if applicable) and the specific remedy requested. All pertinent correspondence, records and information shall be provided and presented by the aggrieved party to the Director within ten (10) working days after the supervisor's oral reply is given (not including the day the answer is given). The Director shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance (not including the day of the presentation.)

Step III. If the grievance is not settled at Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records and information, to the City Manager within ten (10) working days (not including the day the answer is given). The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisor, and the Director. The City Manager shall reply to the grievance in writing within ten (10) days after the date of the presentation of the written grievance. The decision of the City Manager shall be final and binding.

15.2 Time Limitation for Filing. If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be considered not to have existed.

15.3 City Liability. If the City fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

15.4 Extension of Time Limits. If extenuating circumstances exist, the time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent shall be indicated in writing and signed by all parties involved.

ARTICLE XVI - STRIKES AND LOCKOUTS BARRED

16.1 No Strikes. The Association and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage or slowdown, or any other restrictions of work, at any location of the City's during the term of this agreement. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

16.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate, orderly, return to work.

16.3 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE XVII - PERSONNEL FILE

17.1 Files. There shall be only one (1) official personnel file for each employee and that file shall be maintained by the Human Resources Department. Employees may inspect the contents of their official personnel file, except for the confidential reports from previous employers and documents used for hire or promotion determinations, in the presence of an authorized City representative.

17.2 Response. An employee may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or his designee.

17.3 Changes. In order to keep records of employment up-to-date, it is the responsibility of the employee to notify the City of changes such as: name, address, telephone number, marital status, citizenship, licensure, dependents, beneficiaries, and other pertinent information.

17.4 Signature Required. No information reflecting critically upon employees shall be placed in their personnel file that does not bear their signature, unless the document is a termination notice. Employees shall be required to sign such material to be placed in their personnel file, and may add the following disclaimer: *The employee's signature does not indicate agreement.*

17.5 Purging. Documentation of a verbal warning or a written counseling or warning shall be removed from the employee's personnel file after 18 months if no similar conduct has occurred within that time. Employee must submit a written request to remove the document following expiration of the 18 month period.

ARTICLE XVIII – EMPLOYEE EXPENSES

18.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, etc. requiring use of his personal vehicle for transportation to such location shall be compensated for mileage at the City's current mileage rate per Administrative Policy.

18.2 Per Diem. When an employee's duties require him to travel outside the City, the City agrees to pay the employee reasonable costs for food and lodging in accordance with rules defined in the Administrative Policy and the law.

18.3 Uniforms. Required uniforms and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing, uniforms or safety wear provided by the City save and except on the job, however old clothing, not in City use could be worn by employees provided the labels be taken off. The City will consider working conditions when determining uniform requirements. Employee shall maintain uniforms and equipment supplied by City.

All clothing with a City logo provided to employees shall be returned to the City upon termination of employment or returned when the clothing will/can no longer be worn.

ARTICLE XIX – GENERAL PROVISIONS

19.1 Job Descriptions. The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer to a specific position, and not to an individual. Each position shall have a specification that includes a concise, descriptive title, a description of responsibilities and a statement of the minimum or desirable qualifications for each position. Job descriptions shall relate only to the type of work done by each class. The City shall forward to the Association any changes in the job descriptions of the classifications covered by this Agreement.

19.2 Rules. The Association recognizes the right of the City to make reasonable work rules, but in no case will the City promulgate or implement any work rule which is inconsistent with this Agreement. All work rules will be reduced to writing and will be furnished to the Association and to the affected employee(s) at least seven consecutive business days prior to implementation. The City will provide the Association with an opportunity to meet and confer on new work rules, and bargain on any mandatory subjects in accordance with Oregon law.

19.3 Personal Appearance. Personal appearance at work should be neat and consistent with a professional atmosphere (1) to foster a professional or identifiable appearance for citizens, customers, and suppliers; (2) to create a positive working environment and limit distractions caused by outrageous, provocative or inappropriate dress or appearance; and (3) to ensure safety while working. Personal appearance would also include a requirement for good personal hygiene and the avoidance of heavily scented perfumes, colognes or lotions. Good individual judgment is the best guideline, and Department Directors retain the right to determine what appearance at work is appropriate. Standards may vary depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms or other circumstances as determined by the Department Director.

ARTICLE XX - MAINTENANCE OF STANDARDS

20.1 Scope of Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and the rights of any employee covered by this Agreement, and shall supersede all previous oral and written agreements between the City and the employees. The City is under no obligation to maintain past practices, existing conditions or historical prior benefits, oral or written.

ARTICLE XXI - SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII - EXECUTION/SIGNATURES

This agreement shall be effective upon execution of signatures, and except as amended or modified, shall remain in full force and effect until December 31, 2019.

This agreement shall automatically be renewed from year to year unless either the City or the Association notifies the other party in writing of their desire to negotiate a successor agreement.

Executed this _____ day of March, 2017, at Grants Pass, Oregon, by the undersigned officers and by the authority of and on behalf of the City of Grants Pass, Oregon and the Grants Pass Employee's Association.

GRANTS PASS EMPLOYEE ASSOCIATION

CITY OF GRANTS PASS, OREGON

David Staudenraus, President

Aaron K. Cubic, City Manager

Appendix "A"

Accounting Technician
Accounts Payable Specialist
Administrative Support Specialist
Analyst (excluding HR's confidential position)
Assistant Planner
Associate Planner
Building Inspector/Plans Examiner
City Surveyor
Computer Services Technician
Database Technician
Department Support Technician
Engineering Technician
Finance Support Specialist
GIS Coordinator
Grants Specialist
Land Acquisition Specialist
Mechanic
Network Administrator
Office Assistant
Public Works Project Specialist
Systems Administrator
Utility Engineer
Urban Forester
Webmaster

APPENDIX "B-1"

Effective January 1, 2017 adjust 1.1% for all and realign structure based on market

Grade	Class		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
G01	Office Assistant	<i>Annually</i>	\$31,841	\$33,115	\$34,440	\$35,817	\$37,250	\$38,740	\$40,290
		<i>Monthly</i>	2,653.45	2,759.59	2,869.97	2,984.77	3,104.16	3,228.33	3,357.46
		<i>BiWeekly</i>	1,224.67	1,273.66	1,324.60	1,377.59	1,432.69	1,490.00	1,549.60
		<i>Hourly</i>	15.3084	15.9207	16.5575	17.2198	17.9086	18.6250	19.3700
G05	Accounting Technician	<i>Annually</i>	\$33,894	\$35,250	\$36,660	\$38,126	\$39,651	\$41,238	\$42,887
		<i>Monthly</i>	2,824.52	2,937.50	3,055.00	3,177.20	3,304.29	3,436.46	3,573.92
		<i>BiWeekly</i>	1,303.62	1,355.77	1,410.00	1,466.40	1,525.06	1,586.06	1,649.50
		<i>Hourly</i>	16.2953	16.9471	17.6250	18.3300	19.0632	19.8257	20.6188
G10	Department Support Technician	<i>Annually</i>	\$37,106	\$38,590	\$40,134	\$41,739	\$43,409	\$45,145	\$46,951
	Accounts Payables Specialist	<i>Monthly</i>	3,092.18	3,215.87	3,344.51	3,478.29	3,617.42	3,762.12	3,912.60
		<i>BiWeekly</i>	1,427.16	1,484.25	1,543.62	1,605.36	1,669.58	1,736.36	1,805.82
		<i>Hourly</i>	17.8395	18.5531	19.2952	20.0670	20.8697	21.7045	22.5727
G15	Administrative Support Specialist	<i>Annually</i>	\$38,843	\$40,397	\$42,013	\$43,693	\$45,441	\$47,258	\$49,149
	Webmaster	<i>Monthly</i>	3,236.91	3,366.39	3,501.04	3,641.09	3,786.73	3,938.20	4,095.73
		<i>BiWeekly</i>	1,493.96	1,553.72	1,615.87	1,680.50	1,747.72	1,817.63	1,890.34
		<i>Hourly</i>	18.6745	19.4215	20.1983	21.0063	21.8465	22.7204	23.6292
G20	Finance Support Specialist	<i>Annually</i>	\$39,692	\$41,280	\$42,931	\$44,648	\$46,434	\$48,291	\$50,223
		<i>Monthly</i>	3,307.66	3,439.97	3,577.56	3,720.67	3,869.49	4,024.27	4,185.24
		<i>BiWeekly</i>	1,526.61	1,587.68	1,651.18	1,717.23	1,785.92	1,857.36	1,931.65
		<i>Hourly</i>	19.0827	19.8460	20.6398	21.4654	22.3240	23.2170	24.1456
G25	Database Technician (GIS)	<i>Annually</i>	\$40,722	\$42,351	\$44,045	\$45,807	\$47,639	\$49,544	\$51,526
		<i>Monthly</i>	3,393.49	3,529.23	3,670.40	3,817.21	3,969.90	4,128.70	4,293.85
		<i>BiWeekly</i>	1,566.23	1,628.87	1,694.03	1,761.79	1,832.26	1,905.55	1,981.78
		<i>Hourly</i>	19.5778	20.3609	21.1754	22.0224	22.9033	23.8194	24.7722
G30	Mechanic	<i>Annually</i>	\$42,147	\$43,833	\$45,587	\$47,410	\$49,306	\$51,279	\$53,330
		<i>Monthly</i>	3,512.28	3,652.77	3,798.88	3,950.84	4,108.87	4,273.22	4,444.15
		<i>BiWeekly</i>	1,621.05	1,685.89	1,753.33	1,823.46	1,896.40	1,972.26	2,051.15
		<i>Hourly</i>	20.2631	21.0737	21.9166	22.7933	23.7050	24.6532	25.6393
G35	Assistant Planner	<i>Annually</i>	\$44,401	\$46,177	\$48,024	\$49,945	\$51,943	\$54,020	\$56,181
	Engineering Technician	<i>Monthly</i>	3,700.06	3,848.07	4,001.99	4,162.07	4,328.55	4,501.69	4,681.76
	Computer Services Technician	<i>BiWeekly</i>	1,707.72	1,776.03	1,847.07	1,920.95	1,997.79	2,077.70	2,160.81
	Public Works Project Specialist	<i>Hourly</i>	21.3465	22.2004	23.0884	24.0119	24.9724	25.9713	27.0102
G40	unused range	<i>Annually</i>	\$46,446	\$48,304	\$50,236	\$52,245	\$54,335	\$56,508	\$58,769

		<i>Monthly</i>	3,870.48	4,025.30	4,186.31	4,353.76	4,527.91	4,709.03	4,897.39
		<i>BiWeekly</i>	1,786.37	1,857.83	1,932.14	2,009.43	2,089.81	2,173.40	2,260.33
		<i>Hourly</i>	22.3297	23.2229	24.1518	25.1179	26.1226	27.1675	28.2542
G45	Grants Specialist	<i>Annually</i>	\$47,838	\$49,752	\$51,742	\$53,812	\$55,964	\$58,203	\$60,531
		<i>Monthly</i>	3,986.54	4,146.00	4,311.84	4,484.32	4,663.69	4,850.24	5,044.25
		<i>BiWeekly</i>	1,839.94	1,913.54	1,990.08	2,069.68	2,152.47	2,238.57	2,328.11
		<i>Hourly</i>	22.9993	23.9192	24.8760	25.8711	26.9059	27.9821	29.1014
G50	GIS Coordinator	<i>Annually</i>	\$51,245	\$53,295	\$55,427	\$57,644	\$59,949	\$62,347	\$64,841
		<i>Monthly</i>	4,270.42	4,441.24	4,618.89	4,803.65	4,995.79	5,195.62	5,403.45
		<i>BiWeekly</i>	1,970.96	2,049.80	2,131.80	2,217.07	2,305.75	2,397.98	2,493.90
		<i>Hourly</i>	24.6371	25.6225	26.6474	27.7133	28.8219	29.9747	31.1737
G52	Building Inspector/Plans Examiner	<i>Annually</i>	\$52,231	\$54,320	\$56,493	\$58,752	\$61,102	\$63,546	\$66,088
	Land Acquisition Specialist	<i>Monthly</i>	4,352.55	4,526.65	4,707.71	4,896.02	5,091.86	5,295.54	5,507.36
	Urban Forester	<i>BiWeekly</i>	2,008.87	2,089.22	2,172.79	2,259.70	2,350.09	2,444.09	2,541.86
		<i>Hourly</i>	25.1108	26.1153	27.1599	28.2463	29.3761	30.5512	31.7732
G55	Associate Planner	<i>Annually</i>	\$53,797	\$55,949	\$58,187	\$60,515	\$62,935	\$65,453	\$68,071
		<i>Monthly</i>	4,483.12	4,662.45	4,848.95	5,042.90	5,244.62	5,454.41	5,672.58
		<i>BiWeekly</i>	2,069.13	2,151.90	2,237.98	2,327.49	2,420.59	2,517.42	2,618.11
		<i>Hourly</i>	25.8642	26.8987	27.9747	29.0937	30.2574	31.4677	32.7264
G60	City Surveyor	<i>Annually</i>	\$54,694	\$56,882	\$59,157	\$61,523	\$63,984	\$66,544	\$69,205
	Network Administrator	<i>Monthly</i>	4,557.84	4,740.15	4,929.76	5,126.95	5,332.03	5,545.31	5,767.12
	Systems Administrator	<i>BiWeekly</i>	2,103.62	2,187.76	2,275.27	2,366.29	2,460.94	2,559.37	2,661.75
		<i>Hourly</i>	26.2952	27.3470	28.4409	29.5786	30.7617	31.9922	33.2719
	Utility Engineer	<i>Annually</i>	\$61,804	\$64,277	\$66,848	\$69,522	\$72,302	\$75,195	\$78,202
		<i>Monthly</i>	5,150.37	5,356.39	5,570.64	5,793.47	6,025.21	6,266.21	6,516.86
		<i>BiWeekly</i>	2,377.09	2,472.18	2,571.07	2,673.91	2,780.86	2,892.10	3,007.78
		<i>Hourly</i>	29.7137	30.9022	32.1383	33.4238	34.7608	36.1512	37.5973

APPENDIX "B-2"

**Second Year Salary Schedule
Effective January 1, 2018**

.5% wage adjustment

Effective July 1, 2018

Increase salary schedule by CPI-U Average November 2016 - October 2017 to a maximum of 1.5%, less .5% received in advance.

APPENDIX "B-3"

**Third Year Salary Schedule
Effective July 1, 2019**

Increase salary schedule by CPI-U Average November 2017 - October 2018 to a maximum of 1.5%.

Resolution authorizing the City Manager to
contribute funds to Greater Grants Pass
Item: Rotary Club for a Balloon Festival.

Date: March 1, 2017

SUBJECT AND SUMMARY:

Financial support request from community nonprofit for a new community event.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **ENCOURAGE ECONOMIC OPPORTUNITIES**
Objective 3 – Encourage activities that attract visitors and add to Grants Pass' livability.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A

BACKGROUND:

At the December 12, 2016 and February 6, 2017 Council workshop, a request came before Council to provide financial support to the Greater Grants Pass Rotary Club for a Balloon Festival. Council, at its Strategic Planning session, ranked this activity as 'desired'. Council determined it would provide financial support in the amount of \$20,000 to be taken from transient room tax in the current fiscal year budget.

In accordance with City policy, the Greater Grants Pass Rotary Club will enter into a contribution agreement with the City. This agreement requires a proportional amount of any event profits to be dedicated to the future event.

COST IMPLICATION:

Revenue Source: Transient Room Tax in the amount of \$20,000.

ALTERNATIVES:

1. Council could provide financial support to this event in the amount of \$20,000;
2. Council could provide financial support in a different amount; or
3. Council could choose to not provide financial support to this event.

RECOMMENDED ACTION:

None.

POTENTIAL MOTION:

I move to provide financial support to the Greater Grants Pass Rotary Club for a Balloon Festival.

ITEM: 4.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRIBUTE FUNDS TO GREATER GRANTS PASS ROTARY CLUB FOR A BALLOON FESTIVAL.

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO CONTRIBUTE FUNDS TO GREATER
GRANTS PASS ROTARY CLUB FOR A BALLOON FESTIVAL.**

WHEREAS:

1. The Grants Pass City Council believes that a Balloon Festival is an important community event that provides a public benefit by boosting the local tourism and retail economies; and
2. Grants Pass desires to ensure that the contribution is used solely for the Balloon Festival; and
3. In accordance with City policy, Greater Grants Pass Rotary Club will enter into a contribution agreement with the City. This agreement requires a proportional amount of any event profits to be dedicated to the future event.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass the City shall give financial support in the amount of \$20,000 to the Greater Grants Pass Rotary Club for the Balloon Festival as outlined in the contribution agreement attached hereto and incorporated herein as Exhibit A.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 1st day of March 2017.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of March 2017 to be effective on the date indicated as adopted by the City Council.

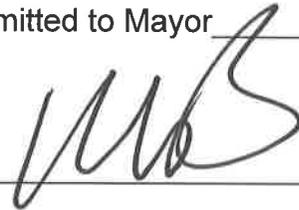
Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor _____

Approved as to form, Mark Bartholomew, City Attorney _____



Greater Grants Pass Rotary Club Contribution Agreement

WHEREAS, the Grants Pass City Council (“Grants Pass”) approved a resolution to contribute \$20,000 (the “Contribution”) to the Greater Grants Pass Rotary Club to be used solely for the purpose of funding the Balloon Festival;

WHEREAS, Grants Pass believes that a Balloon Festival is an important community event that provides a public benefit by boosting the local tourism and retail economies; and

WHEREAS, Grants Pass desires to ensure that the Contribution is used solely for the Balloon Festival.

NOW, WHEREFORE, the parties agree as follows:

1. The City of Grants Pass shall provide the Contribution to the Greater Grants Pass Rotary Club upon the conditions contained herein; and
2. The Contribution shall only be used for costs associated with the Balloon Festival; and
3. Rotary shall provide an accounting for how much the Contribution is used for the event and shall account for the total cost of the event; and
4. Rotary shall determine what percentage of the total cost of the event is funded by the Contribution. Rotary shall keep profits from the event in a separate account earmarked for the event in an amount proportional to the percentage of the contribution. For example, if Rotary expends a total of \$40,000 on the event and the City’s contribution is \$20,000, then Grants Pass’ contribution paid for 50% of the cost of the event and 50% of the profits therefrom shall be kept in an account for funding future Balloon Festivals. Rotary shall be required to provide an accounting of profits, if any, and the amount of those profits kept in the earmarked account as required herein.

CITY OF GRANTS PASS

GREATER GRANTS PASS ROTARY CLUB

Aaron K. Cubic
City Manager

Date

Date

Item: Resolution recommending restoring recreational immunity rights.

Date: March 1, 2017

SUBJECT AND SUMMARY:

This resolution would support the League of Oregon Cities in urging the Oregon Legislature to restore recreational immunity.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **LEADERSHIP** by urging the Oregon Legislature to restore recreational immunity.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A

BACKGROUND:

In 1995, the Legislative Assembly declared it to be the public policy of the State of Oregon to encourage landowners to make their land available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes. The Public Use of Lands Act has increased the availability of land for free recreation by citizens and visitors alike by limiting liability to cities, counties, park districts, irrigation districts, schools and private landowners, including property-owner associations, farmers and timber companies that, by virtue of this act, allow members of the public to use or traverse their lands at no charge for recreation purposes.

For 20 years, the Public Use of Lands Act has been broadly interpreted to extend this immunity from liability to apply not only to landowners but also to the landowner's employees, agents, and volunteers. In Johnson v. Gibson, the Oregon Supreme Court held that when the Legislature passed the Public Use of Lands Act, it intended to immunize only the landowner, otherwise the Legislative Assembly would have included employees, agents and volunteers in the Act.

This ruling effectively undermines a landowner's recreational immunity from tort liability under the Act because public employers are statutorily required to represent and indemnify their employees and most, if not all, landowners who allow access to their lands free of charge will ultimately be responsible for the negligence of their employees that results in injury to a member of the public or property.

Landowners will likely face substantially increased insurance premiums for this new risk exposure and/or have to close their property or amenities to Oregonians trying to recreate due to the result of this decision.

The League has identified the restoration of recreational immunity as one of its top legislative objectives for 2017. The League is asking City Councils across Oregon to pass resolutions urging the Oregon Legislature to restore recreational immunity.

ITEM: 4.c. RESOLUTION RECOMMENDING RESTORING RECREATIONAL IMMUNITY RIGHTS.

Staff Report (continued):

COST IMPLICATION:

Revenue Source: None.

ALTERNATIVES:

1. Council could pass a resolution urging the Oregon Legislature to restore recreational immunity; or
 2. Council could choose to not support the League of Oregon Cities.
-

RECOMMENDED ACTION:

None.

POTENTIAL MOTION:

I move to pass this resolution urging the Oregon Legislature to restore recreational immunity.

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS RECOMMENDING RESTORING RECREATIONAL IMMUNITY RIGHTS.

WHEREAS:

1. In 1995, the Legislative Assembly declared it to be the public policy of the State of Oregon to encourage landowners to make their land available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes; and
2. Recreation purposes includes, but are not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, nature study, outdoor educational activities, water sports, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project, including the above aforementioned activities, as well as: gardening, woodcutting and for the harvest of special forest products; and
3. The Public Use of Lands Act has increased the availability of land for free recreation by citizens and visitors alike by limiting liability to cities, counties, park districts, irrigation districts, schools and private landowners, including property-owner associations, farmers and timber companies that, by virtue of this act, allow members of the public to use or traverse their lands at no charge for recreation purposes; and
4. For 20 years, the Public Use of Lands Act has been broadly interpreted to extend this immunity from liability to apply not only to landowners but also to the landowner's employees, agents, and volunteers; and
5. In *Johnson v. Gibson*, the Oregon Supreme Court held that when the Legislature passed the Public Use of Lands Act, it intended to immunize only the landowner, otherwise the Legislative Assembly would have included employees, agents and volunteers in the Act; and
6. This ruling effectively undermines a landowner's recreational immunity from tort liability under the Act because public employers are statutorily required to represent and indemnify their employees and most, if not all, landowners who allow access to their lands free of charge will ultimately be responsible for the negligence of their employees that results in injury to a member of the public or property; and
7. Landowners will likely face substantially increased insurance premiums for this new risk exposure and/or have to close their property or amenities to Oregonians trying to recreate due to the result of this decision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the Council supports legislation in the 2017 Oregon Legislative Assembly promulgated to restore recreational immunity to landowners and their officers, employees, agents or volunteers who are acting within the scope of their employment or duties so to allow Oregonians to access their lands for recreational use and enjoyment.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 1st day of March 2017.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this _____ day of March 2017 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor _____

Approved as to form, Mark Bartholomew, City Attorney  _____

Item: Resolution designating certain County real properties as parks or recreational areas.

Date: March 1, 2017

SUBJECT AND SUMMARY:

This resolution would designate certain County properties as parks or recreational areas within the City limits.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **LEADERSHIP** by working in cooperation with the County to accomplish community goals.

CALL TO ACTION SCHEDULE:

Call to action schedule: March 1, 2017.

BACKGROUND:

Josephine County is the fee owner of certain parcels of real property, which were acquired by the County for foreclosure of delinquent tax liens. The properties are located within the City limits.

The Board of Commissioners intends to designate and set aside the listed properties as public parks or recreational areas, sell those properties over a period of time and use the proceeds of the sales for maintenance and capital improvements of the County owned parks.

Because the listed properties are in the City, the County must have the Council's consent via resolution.

COST IMPLICATION:

Revenue Source: None.

ALTERNATIVES:

1. Council could pass a resolution granting the Board's request; or
2. Council could choose to take no action.

RECOMMENDED ACTION:

It is recommended Council grant the Board's request.

POTENTIAL MOTION:

I move to pass this resolution designating certain County properties as parks or recreational areas within the City limits

ITEM: 4.d. RESOLUTION DESIGNATING CERTAIN COUNTY REAL PROPERTIES AS PARKS OR RECREATIONAL AREAS.

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
DESIGNATING CERTAIN COUNTY REAL PROPERTIES AS PARKS OR
RECREATIONAL AREAS.**

WHEREAS:

1. Josephine County is the fee owner of certain parcels of real property, which were acquired by the County for foreclosure of delinquent tax liens. The properties are located within the City limits; and
2. Pursuant to the authority granted in ORS 275.320, the Board of Commissioners intends to designate and set aside the listed properties as public parks or recreational areas, sell those properties over a period of time and use the proceeds of the sales for maintenance and capital improvements of the County owned parks; and
3. Because the listed properties are in the City, in order to proceed with the designation of the properties as public parks or recreational areas, the County must first have consent or approval of the City. ORS 275.320 requires that the consent be provided by resolution adopted by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass certain county real properties, which are attached as Exhibit A, are designated as parks or recreational areas.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 1st day of March 2017.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of March 2017 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor _____

Approved as to form, Mark Bartholomew, City Attorney

Properties within corporate limits of City of Grants Pass

Property	Map Tax Lot	Situs Street	Acres	Zone
R309646	36-05-17-AA-011090-00	NE MADRONE ST	0.01	R-1-8
R311281	36-05-18-AC-007300-00	SW FOUNDRY ST	0.02	GC
R311476	36-05-18-BA-002400-00	NW GRANT ST	0.57	R-1-12
R313154	36-05-19-AD-002700-00	ROGUE RIVER HWY	0.02	GC
R313441	36-05-19-BD-000100-00	W PARK ST	0.19	R-1-12
R313950	36-05-20-AD-008700-00	SE ASHLEY PL	0.02	R-1-8
R313955	36-05-20-AD-009200-00	SE ASHLEY PL	0.02	R-1-8
R314178	36-05-20-BC-004701-00	E PARK ST	0.03	R-2
R314337	36-05-20-CB-009500-00	899 Rogue River Hwy	0.34	GC
R314405	36-05-20-CB-009500-00	FRUITDALE DR	0.25	R-1-8
R314875	36-05-21-BC-001000-00	SE N ST	0.06	R-3-1
R319435	36-06-23-DD-001200-00	REDWOOD AVE	0.01	R-3-1
R310319	36-05-17-BC-007300-00	314 NE D ST	0.11	R-4-1

Enclosure with February 9, 2017 Letter: BCC to City of GP

Item: Resolution authorizing a street closure for the
Antiques and Collectibles Street Fair.

Date: March 1, 2017

SUBJECT AND SUMMARY:

This resolution would approve a street closure for this annual event.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal of **ENCOURAGE ECONOMIC OPPORTUNITIES** by keeping the sense of "Hometown" and drawing residents and visitors to our downtown.

CALL TO ACTION SCHEDULE:

Advanced notice of approval given to the applicant will allow the applicant to properly advertise their event. Call to action schedule: March 1, 2017.

BACKGROUND:

The Antiques and Collectibles Street Fair is proposing a fair on Sunday, May 21, 2017. The proposal is to close 'H' Street from 4th to 7th and no through traffic on 5th and 'H' streets. This fair is part of the Amazing May program.

The event application is attached as Exhibit "B". This request has been reviewed and approved by the adjoining property owners as well as Public Safety.

COST IMPLICATION:

Revenue Source: None.

ALTERNATIVES:

1. Approve the event as proposed; or
2. The event could be held in a different location, such as a City park, that would not impact downtown merchants.

RECOMMENDED ACTION:

It is recommended Council authorize the City Manager to close 'H' Street from 4th to 7th and no through traffic on 5th and 'H' Street for the Antiques and Collectibles Street Fair.

POTENTIAL MOTION:

I move to approve the street closure for the Antiques and Collectibles Street Fair.

ITEM: 4.e. RESOLUTION AUTHORIZING A STREET CLOSURE FOR THE
ANTIQUES AND COLLECTIBLES STREET FAIR.

SUMMARY OF EVENT
DESCRIPTION

Event Title 25th Annual Grants Pass Antiques & Collectibles

Street Fair

Detailed description of your event, including a timeline:

Vendors set up booths in street to sell stuff.
Annual event on H Street between 4th + 7th streets.
No guns allowed. Antiques and collectibles

Will there be an admission charge? Yes No

If yes, what will the admission charge be? _____

Location (be specific: parking lot, street name(s), etc.):

On H Street between 4th + 7th streets and
no through traffic at 5th + H streets

Event Category (Check all that apply)

- Art Show
- Athletic/Recreation
- Block Party
- Carnival
- Circus
- Concert/Performance
- Cultural
- Dance
- Educational
- Exhibits/Misc.
- Fair
- Farmer/Outdoor Market
- Festival/Celebration
- Flea Market
- Live Animals
- Museum Special Attraction
- Parade/Procession/March
- Sidewalk event

Other (be specific)
street fair

Participants Estimated Total 8,000-10,000 Per Day 1 day

DATE/TIME

Event Starts: Date Sun. 5-21-17 Time 6 a.m. Day of Week Sunday

Event Ends: Date Sun. 5-21-17 Time 6 p.m. Day of Week Sunday

Close road(s) from: Date/time: 5-21-17 4 a.m. to Date/time: 5-21-17 6 p.m.

Close lot from: Date/time: N/A to Date/time: N/A

Request one-time permission to place "No Parking" signs on City-owned light poles before a street closure:

Yes No (Signs must be zip-tied to poles and removed right after the event. No signs on trees or power poles)

CONTACTS

Host Organization: Grants Pass Antique Dealers League

Contact Name (Required): Jeff McGowan

Telephone: _____ Cell Phone: _____

Second Contact: Karen McGowan Telephone: _____

Web Address: www.hstantiques.com

E-mail address(es): _____

ORGANIZATION STATUS/PROCEEDS/REPORTING

- Yes No Is the Host Organization a commercial entity?
Yes No Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach a copy of your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status to your application.
Yes No Will there be vendors at the event?
If yes, what fees will you charge the vendors? \$75.00

You will be required to provide a list with the name of each vendor and contact information for the vendor no later than 48 hours prior to the start of the event. This information shall be provided to Utility Customer Service.

Vendors who will be serving food or beverages will be required to provide Certificates of Insurance naming the City as an additional named insured. Likewise, vendors providing activity items such as bounce houses, climbing walls and similar activities are also required to provide the City with a Certificate of Insurance.

You are encouraged to provide the vendor list and required Certificates of Insurance as early as possible. You can update the list up to 48 hours prior to the start of your event.

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization GRANTS PASS ANTIQUE DEALERS LEAGUE
Chief Officer of Host Organization JEFF MCGOWAN
Applicant Name: JEFF MCGOWAN
Address _____
City GRANTS PASS State OR. Zip 97526
Telephone Da: _____ Evening _____ Fax _____ Cell _____

SAFETY AND SECURITY PLAN:

The safety and security of event participants, spectators and others is your paramount concern. Please provide a safety and security plan, which shall address the items described below. The plan should include specifics as to numbers and location of security personnel and traffic control.

STREET CLOSURE INFORMATION

- Will your event require closing a public street or public parking lot? Yes No
If yes, is this a parking lot? Yes No
Is this a public street? Yes No

SITE PLAN/ROUTE MAP

Your **attached** event site plan/route map should include the information requested below. If an item does not apply to your event, please indicate so.

- Yes No An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- Yes No The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access. If available, the Streets Department will loan out barricades. Pick up and drop off times should be arranged at least 1 week prior to your event. Contact Steve Scrivner, Streets Department, at 541-450-6125.
- Yes No Adequate number of garbage cans, recycle containers, parking, restroom/porta-toilet facilities, and waste stations. Indicate a legend for the above items, how many and where they are to be placed. Also indicate adequate parking provisions and provisions for the clean up and removal of the above items.
- Yes No Other related event components not listed above.

ENTERTAINMENT AND RELATED ACTIVITIES

As an event organizer, you must be certain that all event related activities comply with the local laws applicable to noise abatement. Please be aware that loud and unreasonable noise (including music) is a violation of law www.grantspassoregon.gov. Banners, pennants, flags, signs, streamers, inflatable displays and similar devices are also regulated by local ordinance.

The City reserves the right to impose reasonable conditions and restrictions upon events using sound amplification equipment, horns, sirens, or similar noise making equipment or devices, including without limitation, conditions and restrictions relating to noise levels, time of day, duration, and location relative to residential zones, hospitals, schools, churches, or assisted living facilities.

Yes No Are there any musical entertainment features related to your event?
If yes, provide an attachment listing all bands/performers, type of music, sound check and performance schedule. HIDDEN VALLEY HIGH SCHOOL BANDS.

Yes No Will sound amplification be used?
If yes, start time 9:00 A.M. Finish time 2:00 P.M.

What is the approximate distance between the amplified sound source and nearby residences?

1/2 mile

Yes No Do you plan to have a dance component to either live or recorded music at your event?
If yes, please describe: _____

Please describe the sound equipment that will be used for your event

Yes No Will inflatables, hot air balloons, bounce houses, climbing walls or similar devices be used at your event? If yes, please describe

Certificates of insurance may be required for bounce houses, climbing walls, hot air balloons and similar activities.

Yes No Will your event be held during the evening hours.

ENTERTAINMENT AND RELATED ACTIVITIES (cont).

Yes No Is lighting necessary? Yes No Is lighting provided?

Yes No Will you require electricity or water? If yes, describe your needs and sources for electrical power and water.

Yes No Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

Please be aware that the use of these items must be under the supervision of a licensed pyrotechnic and require a permit or approval from the Oregon State Fire Marshall. For more information, contact Fire Prevention at 541-450-6200.

Yes No Will your event include the use of any signs, banners, decorations, or lighting?

If yes, please describe

Please be aware that the use of any of these items may require additional permits.

SANITATION, TRASH REMOVAL AND HYGIENE PLAN.

Please describe your plan for providing that adequate bathroom facilities, hand washing stations, and trash collection and removal will be provided during your event.

D. D. Porta Poti Around event. - Group provides Trash Removal

Yes No Do your event plans include any casino games, bingo games, drawings or lottery opportunities? If yes, please describe

MARKETING AND PUBLIC RELATIONS

Please ensure that you have conditional approval of your event before you begin to promote market or advertise the event. If you plan to include radio, television or other product promotions within your event venue, it is important that you limit the placement and/or distribution of signs, stickers and other promotional items. Items of particular concern are those that may damage public and private property, violate city sign code ordinances, or which may be difficult to clean or remove from the venue.

Yes No Is this event marketed, promoted, or advertised in any manner?

If yes, please describe *T.V. Ad, Posters, FB, City Chamber etc.*

Yes No Will there be live media coverage during the event?

If yes, please describe

Yes No Will media vehicles be parked within the event venue?

If yes, please describe safety plan

Yes No Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

If yes, please describe

Posters in store fronts -- NO PARKING Signs PLACED NIGHT BEFORE. REMOVED LATE DAY of event.

ALCOHOL

If you plan to sell or furnish alcoholic beverages at your event you will be required to obtain a permit from the State and City. Alcohol is permitted only under limited circumstances in City Parks. For more information regarding alcohol in City Parks contact: Parks and Recreation at 1750 NW Hawthorne Avenue, Grants Pass, OR 97526, 541-471-6435. For more information regarding alcohol permits and licenses, contact: City Finance Department at 541-450-6020.

Yes No Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- Free/Host Alcohol
- Alcohol Sales
- Host and Sale Alcohol
- Beer
- Beer and Wine
- Beer, Wine and Distilled Spirits

Certificates of insurance will be required from all alcohol vendors.

Please describe your safety and security plan to ensure the safe sale or distribution of alcohol at your event.

FOOD CONCESSIONS OR PREPARATION

Food facilities and handling must meet state, county, and city laws and regulations. Food handler permits are provided by the county. For information regarding food handler permits, contact the Health Department at 541-474-5325.

Yes No Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and/or prepared.

Yes No Do you intend to cook food in the event area?

If yes, please specify method:

- Gas
 - Electric
 - Charcoal
 - Other (specify)
-
-

Certificates of insurance will be required from all food vendors.

MITIGATION OF IMPACT

As an event organizer, you are required to develop mitigating measures to accommodate the negative impact your event may have on park landscapes, pedestrian and vehicular traffic, other users, adjoining property owners and neighbors that may be affected by your activities. Your plan should identify all mitigating measures which you intend to utilize to avoid or minimize the impacts your event will generate and which will provide a safe and secure environment.

The City requires that adjoining property owner, residents and businesses be notified at least one week prior to your event.

Off pavement driving is prohibited without prior written permission. Organizers will be liable for all damages caused by the event.

Yes No Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. This list shall be provided prior to the issuance of your permit. If no, please explain _____

Yes No Do you have a sample of any notice that you propose to distribute at least one week prior to your event? If yes, please attach. If no, please explain _____

NEIGHBORHOOD BLOCK PARTY

Applications shall be accompanied by the signed consents of 75 percent of the neighbors located adjacent to any portion of the roadway to be closed.

HOLD HARMLESS

Applicant agrees to defend, pay, save and hold harmless the City, its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event, except any claims arising solely out of the negligent acts of the City, its officers and employees.

INSURANCE REQUIREMENTS

Most special events will be required to provide evidence of insurance coverage. Please note insurance requirements depend upon the risk level of the event. If your event will include alcohol, liquor liability coverage must be included on your certificate of insurance.

Before final permit approval, you will need commercial general liability insurance that names as Additional Insured, the "City of Grants Pass, its officers, employees, and agents" and any other public entities (e.g. County, etc.) impacted by your event. Insurance coverage must be maintained for the duration of the event including setup and dismantle dates.

An original Certificate of Insurance in the amount satisfactory to the City must be received by the City of Grants Pass prior to the issuance of your Special Event Permit. Mail to: City of Grants Pass, 101 N.W. A Street, Grants Pass, Oregon 97526. Certificates of insurance from food and beverage concessionaires/vendors and vendors providing such things as bounce houses, climbing walls and similar activities will also be required.

Name of Insurance Agency: Antiques & Collectibles Insurance Group
Address: P.O. Box 43849
City DAVIDSON State N.C. Zip 28036

AFFIDAVIT OF APPLICANT

The applicant and, if applicable, the professional event organizer, must complete, sign and date this application before submitting it to:

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Grants Pass Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the city, county, state, federal government and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Grants Pass.

Organization: GRANTS PASS ANTIQUE DEALERS LEAGUE

Print Name of Applicant/Host: JEFF MCGOWAN

Applicant Title: PRES.

Applicant Signature: _____ Date: 1-17-17

Print Name of Professional Event

Organizer: JEFF MCGOWAN Title: PRESIDENT

Event Organizer Signature: _____ Date: 1-17-17

ALREADY PASSED OUT

Mark Your Calendar:

Sunday, May 21, 2017

25th Annual
Grants Pass Antiques & Collectibles
Street Fair On "H" Street

Will be handed out the
week before

“A Reminder”

H St. will be closed to traffic
Sunday, May 21, 2017
6:00 am – 6:00 pm

**Grants Pass Antiques & Collectibles
25th Annual Street Fair**



WHERE THE KONGER RIVER RAINS

SUNDAY MAY - 21 - 2017

Street Closure
Petitioner Form

25th Antiques & Collectibles ST. FAIR

SIGNATURES AND ADDRESSES OF ALL PETITIONERS

The attached map shows the street(s), day and time of the street(s) we would like to close for our event. Please sign below and check either YES or NO. YES would indicate that you are willing to close the street for the day. NO would indicate that you are opposed to this idea.

One Signature per Business/Household from 75% of Business/Residents on the Street is Required for Approval.

(Use Additional Sheets if Necessary)

PLEASE REVIEW DATES ON FRONT OF APPLICATION BEFORE SIGNING THE PETITION

Number of Businesses or Houses on Street **30** Number of Vacant Businesses/Houses on Street **1** Number of Signatures **24**

PLEASE PRINT AND SIGN LEGIBLY WHEN COMPLETING INFORMATION BELOW

Name	Signature	Address	Yes	No
1. Rogue Theatre	[Signature]	143 SE H St.	✓	
2. Taqueria Mexico	[Signature]	137 SE H St	✓	
3. Afford. Home Furnishings	[Signature]	129 SE H St	✓	
4. I.O.O.F.	[Signature]	101 SE H St	✓	
5. The Kitchen Co.	[Signature]	301 SE 6th St	✓	
6. Hart Jewelers	[Signature]	235 SE 6th St	✓	
7. Aug. Fox Design	[Signature]	122 SE H St	✓	
8. St Vincent DePaul	[Signature]	132 SE H St	✓	
9. H St Antiques & Interiors	[Signature]	138 SE H St	✓	
10. Vint House PARTS	[Signature]	140 SE H St	✓	
11. Vint. House Parts & Antiques	[Signature]	142 SE H St	✓	
12. Studio 77	[Signature]	144 SE H St	✓	
13. The Bead Merchant	N.A.	300 SW 6th St	VACANT	N.A.
14. HAZE EYE PHOTOGRAPHY	[Signature]	111 SW H St		
15. Touch of Style	[Signature]	113 SW H St	✓	
16. Sublime Vapor	[Signature]	115 SW H St	✓	
17. The Haul	[Signature]	121 SW H St	✓	
18. Napa Auto	See line 22	229 SW H St		
19. Shadez	[Signature]	240 SW H St	✓	
20. Greiss Family Brews	N.A.	220B SW H St	N.A.	
21. Sanja Studio & Gallery	N.A.	220A SW H St	N.A.	
22. Napa Auto	[Signature]	229234 SW H St	✓	
23. Sunshine Natural Foods	[Signature]	128 SW H St	✓	
24. Hendershott School	[Signature]	126 SW H St	✓	
25.		122 SW H St		
26. Royal Barge	[Signature]	120 SW H St	✓	
27. The Wonder Bur		116 SW H St		✓
29. Listen Here	[Signature]	234 SW 6th St	✓	
30. Dusty Demos	[Signature]	118 SE H ST.	✓	
31. Sparlock	[Signature]	220 SW H ST	✓	
32. Horny Goat	[Signature]	234 SW ST	✓	

4th St.



REST ROOM



WASH STATION



BAND



ST. BARRICADE



TRASH

105	104
106	★ 103
107	102
108	101
109	100
110	99
111	98
112	97
113	96
114	95
115	94
116	93
117	92
118	91
119	90
120	89
121	88
122	87
123	86
124	85
125	84
126	83
127	82
128	81

"H" St.

BAND

5th St.

1	★ 47
2	46
3	45
4	44
★ 5	43
6	42
7	41
8	40
9	39
10	38
11	37
12	36
13	35
14	34
15	33
16	32
17	31
18	30
19	29
20	28
21	27
22	26
23	25
★ 24	★

6th St.

149	★ 129
150	130
151	131
152	132
153	133
154	134
155	135
156	136
157	137
158	138
159	139
160	140
161	141
162	142
163	143
164	144
165	145
166	146
167	147
168	148

"H" St.

7th ST.

ST.
D

RESOLUTION NO.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING A STREET CLOSURE FOR THE ANTIQUES AND COLLECTIBLES
STREET FAIR.**

WHEREAS:

1. The Antiques and Collectibles Street Fair is an advertised event as part of Amazing May, bringing merchants and regional citizens to downtown Grants Pass; and
2. The City Council finds the closure of the roadways for the time and in the location listed is in the best interest of the residents of Grants Pass.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City Manager is authorized to close 'H' Street from 4th to 7th and no through traffic on 5th Street at 'H' Street from 4:00 a.m. to 6:00 p.m., Sunday, May 21, 2017 as shown on Exhibit 'A'.

EFFECTIVE DATE of this Resolution shall be immediate upon the passage and signature by the Mayor in accord with the Grants Pass City Charter.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 1st day of March 2017.

SUBMITTED to and _____ by the Mayor of the City of Grants Pass, Oregon, this ____ day of March 2017 to be effective on the date indicated as adopted by the City Council.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney 

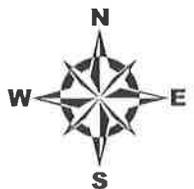


Antique and Collectibles Street Fair

Roads closed at locations with barricades



City of Grants Pass
101 NW A Street
Grants Pass, OR 97526
www.grantspassoregon.gov



The Council of the City of Grants Pass met in regular session on the above date with Mayor Fowler presiding. The following Councilors were present: Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. Also present and representing the City were City Manager Cubic, Assistant City Manager Reeves, City Attorney Bartholomew, Finance Director Meredith, Public Safety Director Landis, Parks & Community Development Director Glover, Public Works Director Canady and City Recorder Frerk.

Mayor Fowler opened the meeting and led the invocation followed by the Pledge of Allegiance.

Swear in Police Officer: William Taylor

Moved Council liaison reports to beginning of meeting.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS

- a. Motion accepting the Program Year 2015 Community Development Block Grant annual report.

Councilor Flaming moved and Councilor Lovelace seconded to accept the Program Year 2015 Community Development Block Grant annual report and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

3. CONSENT AGENDA:

- a. Resolution authorizing the City Manager to purchase a replacement lift truck for the Water Restoration Plant.

RESOLUTION NO. 17-6504

Councilor Roler moved and Councilor Lindsay seconded that Resolution 17-6504 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- b. Resolution authorizing the City Manager to execute task order 07 with Keller Associates, Inc. for Storm Water Management Manual development.

RESOLUTION NO. 17-6505

Councilor Roler moved and Councilor Lindsay seconded that Resolution 17-6505 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- c. Resolution authorizing the City Manager to enter into a contract for the Bellevue/Prospect/Lynwood Small Main Replacement; Project No. WA6253.

RESOLUTION NO. 17-6506

Councilor Roler moved and Councilor Lindsay seconded that Resolution 17-6506 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- d. Resolution amending the procedures for conduct of business, Section 7 Order of Business.

RESOLUTION NO. 17-6507

Councilor Roler moved and Councilor Lindsay seconded that Resolution 17-6507 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- e. Resolution authorizing the City Manager to enter into a contract with Pacific Habitat Services, Inc. for wetlands and riparian planning services.

RESOLUTION NO. 17-6508

Councilor Roler moved and Councilor Lindsay seconded that Resolution 17-6508 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- f. Motion acknowledging the receipt of the monthly and quarterly financial reports for quarter ended December 2016.

Councilor Roler moved and Councilor Lindsay seconded to acknowledge the receipt of the monthly and quarterly financial reports for quarter ended December 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- g. Motion approving the minutes of the City Council meeting of February 1, 2017.

Councilor Roler moved and Councilor Lindsay seconded to approve the minutes of

the City Council meeting of February 1, 2017 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- h. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of December 14, 2016.

Councilor Roler moved and Councilor Lindsay seconded to acknowledge the minutes of the Urban Area Planning Commission meeting of December 14, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- i. Motion acknowledging the minutes of the Committee on Public Art meeting of January 17, 2017.

Councilor Roler moved and Councilor Lindsay seconded to acknowledge the minutes of the Committee on Public Art meeting of January 17, 2017 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- j. Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of December 13, 2016.

Councilor Roler moved and Councilor Lindsay seconded to approve the minutes of the Bikeways and Walkways Committee meeting of December 13, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- k. Motion acknowledging the minutes of the Allen Creek Sports Park Task Force meeting of June 7, 2016.

Councilor Roler moved and Councilor Lindsay seconded to approve the minutes of the Allen Creek Sports Park Task Force meeting of June 7, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

4. COUNCIL ACTION:

- a. Ordinance amending Municipal Code Chapter 11 – Marijuana Businesses, Section 11.01.500 Buffers.

ORDINANCE NO. 17-5708

Councilor Lindsay moved that the ordinance be read for the first reading, title only, as amended to include Exhibit A-1 and licensed daycares. The motion was seconded by Councilor Riker. The vote resulted as follows: "Ayes": Eames, Flaming, Lindsay, Lovelace, Riker and Roler. "Nays": Anderson and Sharp. Abstain: None. Absent: None. The ordinance was read.

Councilor Lindsay moved that the ordinance be read by title only, second reading. The motion was seconded by Councilor Roler. The vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed. The ordinance was read.

Councilor Lindsay moved that the ordinance be adopted. The motion was seconded by Councilor Riker. Mayor Fowler asked if the ordinance should be adopted, signified by roll call vote as follows: Anderson – yes, Eames – yes, Flaming – yes, Lindsay – yes, Lovelace – no, Riker – yes, Roler – yes, Sharp – no. The ordinance was adopted.

- b. Resolution authorizing the City Manager to reimburse Southern Oregon Restoration for oversizing the sanitary sewer line in Midland Avenue.

RESOLUTION NO. 17-6509

Councilor Lindsay moved and Councilor Lovelace seconded that Resolution 17-6509, authorizing the City Manager to issue SDC credits in the amount of \$2,597 per Municipal Code Section 3.20.300 and reimbursement of \$5,793 to SOR for Midland Avenue sanitary sewer line oversizing, be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

Councilor Lindsay moved and Councilor Roler seconded to extend the meeting past 9 p.m. and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- c. Resolution authorizing a purchase agreement for real property.

RESOLUTION NO. 17-6510

Councilor Flaming moved and Councilor Eames seconded that Resolution 17-6510 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

5. APPOINTMENTS

- a. Appoint one Council member to the PAVE Committee.

Councilor Lindsay moved and Councilor Roler seconded to appoint Councilor Lovelace to the PAVE Committee and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- b. Appoint Council liaison to the Josephine County Housing Development Council.

Councilor Flaming moved and Councilor Lovelace seconded to appoint Councilor

Lindsay as liaison to the Josephine County Housing Development Council and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

c. Appoint Council liaison to Grants Pass School District 7 Board.

Councilor Lindsay moved and Councilor Eames seconded to appoint Councilor Flaming as liaison to the Grants Pass School District 7 Board and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

6. MATTERS FROM MAYOR, COUNCIL AND STAFF:

a. Review Mayor/Council emails.

None.

b. Committee Liaison reports.

Moved to the beginning of the meeting.

c. Committee Motions.

None.

7. EXECUTIVE SESSION: None.

8. ADJOURN:

There being no further business to come before the Council, Mayor Fowler adjourned the meeting at 9:35 p.m.

The ordinances, resolutions and motions contained herein and the accompanying votes have been verified by:

City Recorder

COMMITTEE ON PUBLIC ART
Meeting Minutes – January 17, 2017 at 5:30 pm
Courtyard Conference Room

Committee Members:

Dennis Hatch (Chair)
Al Devine
Cynthia Charat
Cal Kenney
Bee Bantug – Absent
Julie Imhof
Joseph Scheinberg
Michael Holzinger
Sulaiha McDougall

City/Staff/Council Liaisons:

Susan Seereiter (City Business Advocate)

Guests:

None

1. Review/Approval of Minutes (December 5, 2016).

Member Kenney moved and Member Imhof seconded the motion to approve the minutes from December 5, 2016 as presented. The vote resulted as follows: “AYES”: Committee Members Charat, Hatch, Devine, Holzinger, Imhof, Kenney, McDougall, and Scheinberg.

“NAYS”: None. Abstain: None. Absent: Bantug.

The motion passed.

There was no audio available from this meeting.

2. Comments from Chair, Council Liaison and Staff Liaison

- Julie requested Wayd Drake, manager of Barnstormers, to be placed on next month’s agenda.
- Cynthia shared that Janet Higgins is almost done with the deer sculpture.
- Dennis mentioned their goal presentation at Strategic Planning on Friday at 9:15 am.
- Dennis discussed the Salmon Lot project. Al brought up that the City has the rights to the salmon mold for the sculpture used on the Pedestrian Bridge. Cynthia will contact Peter Sedlow for the location of the mold.
- New public art guidelines and criteria. Committee will form a subcommittee to review the application and selection process. This was a proposal that Bee made but wasn’t present to explain. Dennis will table this until Bee is in attendance. Further discussion about funding and potential Public Art funding. It will be a learning process once the funding is available.
- Cal explained to new members what mural of the month is and how it came about. Starting this month, Cal has been in contact with photographer Sue Jordan to take the photos. Group discussion suggested they would like to have the mural on the same date and position each month so people will expect it. Cynthia suggested putting the pictures of the murals on the website.
- Cal gave recognition to the Josephine County Cultural Coalition for funding the grant.

- Al talked about the 5th and 'H' Arts District, aka Owl Parking lot. This committee wants to be involved and to have a voice in creating the "nucleus". He also explained how portable art fits in with the concept and makes it easier to have more art. He discussed the area becoming more of a plaza.
- There was discussion of the possible NEA Grant and the utilization of the Urban Renewal Agency.

3. Master Plan Review

- Dennis tabled until next meeting.

4. Vote for CoPA vice-chair

- Dennis asked if anyone would like to be vice-chair

5. Appoint subcommittee for "application review and selection process".

- There are new public art guidelines and criteria. Committee will form a subcommittee to review applications and the selection process. This was a proposal that Bee made but was not present to explain. Dennis will table this until Bee is in attendance.
- Al suggested two separate committees. One for the NEA Grant and one to concentrate on the portable murals. Al asked the group of another member to join the subcommittee for the Downtown Arts District Committee. Former members Dennis Dreher and Jill Smith can still be on a subcommittee. Sulaiha joined Al's subcommittee. Dennis discussed the definition of serial meetings. It is still acceptable to discuss outside of public meetings as long as it is not a quorum and no final decisions are made.

6. Discuss City Entryway capital project for CoPA to participate & initiate.

- Susan spoke about the City Entryway capital project. There was a lot of discussion about past efforts to landscape this area. Dennis suggested including Tourism in the planning. He will contact Jon Bowen and report back to this committee. Julie and Sulaiha volunteered to form the subcommittee and work with Jon. There was discussion about the types of materials (boulders and such) that can be used and the businesses that could possibly contribute.
- Dennis asked Michael to join the Inventory Subcommittee to photograph the entire inventory. Subcommittee will consist of Dennis Hatch, Michael Holzinger, Bee Bantug and Julie Imhof. Julie asked for a copy of the inventory. Dennis will get that to her.

Meeting adjourned at 7:06 pm

Next scheduled meeting: February 14, 2017 at 5:30 pm, Courtyard Conference Room

Minutes were prepared by Donna Anderson, Administration Department, City of Grants Pass.

TOURISM ADVISORY COMMITTEE
Meeting Minutes – December 13, 2016 at 4:00 pm
Courtyard Conference Room

Committee Members:

Barbara Hochberg (Chair)
Wynniss Grow (Vice Chair) – Arrived late
Terry Hopkins
Colene Martin - Absent
Robert Hamlyn - Absent
Tamara Bushnell
Doug Bradley
Tina Gotchall
Vacancy

City/Staff/Council Liaisons:

Darin Fowler (Mayor)
Valerie Lovelace (City Council) arrived late
Jon Bowen (Experience Grants Pass)
Susan Seereiter (City Business Advocate)
absent
David Reeves

Guests:

Germaine Cartmell
Linda Scott
Caleb LaPlante

1. **INTRODUCTIONS**
2. **REVIEW/APPROVAL OF MINUTES (November 8, 2016)**

MOTION/VOTE

There was a motion and a second (no names given) to approve the minutes from November 8, 2016 as presented. The vote resulted as follows: “AYES”: Committee Members Bradley, Bushnell, Gotchall, Hochberg, Hopkins. “NAYS”: None. Abstain: None. Absent: Members Grow, Martin, Hamlyn. The motion passed.

3. **PORCHFEST**

- Barbara introduced Linda Scott to speak about the concepts of Porchfest.
- Presentation included photos from Porchfest in Napa California and information about Porchfest. She explained that Porchfest is a family-friendly musical event on front porches in neighborhoods of the city. In the old days, this was a way to get to know neighbors. It has evolved as an effective community program.
- This will be the first in Oregon.
- Porchfest International has a Facebook page.
- In Napa, the residents have quoted it as the most popular event.
- The concept for Grants Pass would be to block off a portion of Washington Blvd and a portion of Lawnridge so they can incorporate Lawnridge Park. They can have food trucks and vendors along Lawnridge, and then have the bands on the porches.
- The purpose is to be a fundraiser for children at risk in Josephine County. She believes a comprehensive plan needs to be put together to make this community safer and this is just one piece of that.

- Funding will be provided by corporate sponsorships, a portion of vendor proceeds, T-shirt sales, website donations and donations of goods and services. The costs for this event are low.
- The music is acoustic or very low volume so it is not annoying to anyone.
- Linda and Roy are working for a non-profit status (501c3) as grant funds can't be accepted.
- The event will have its own insurance and they will meet all the City requirements.
- The event will be June 17, 2017, 11 am to 3 pm.
- Linda needs this committee to spread the word to bands or to neighbors on Washington Blvd down to 4th and Lawnridge, north of Manzanita.
- Tina asked if there is an operating fee. This is a totally free event for everyone.
- Roy mentioned that this event could attract people from the entire area.

4. TOURISM REPORT FOR NOVEMBER

- Jon gave the Tourism report.
 - November was prep month for Christmas related activities downtown.
 - Shop, Dine and Win has been very successful. Late November was the merchants meeting that led to all the design, printing, website and media promotions plus signing up the 42 merchants.
 - Rogue Allure is in a really good state with Charter's help.
 - The Black Friday Tree Lighting, First Friday Live and the Christmas Parade worked really well and were full of great energy.
 - Travel Southern Oregon. They are working on a new branding project. Carolyn Hill is retiring at the end of the month and they will be getting a new executive director.
 - Jon has hired two new people at the welcome center.
 - Hoteliers meeting.
 - Full-page ad in 1859 magazine.
 - Ads for the Magic of Christmas on local radio and television station KOBI.
 - They have been doing a lot of filming with the downtown merchants.
 - Snowflakes hung with help from Pacific Power.
 - Third quarter report (ending September 30) was given to City Council. Occupancy rates were up 70%, which is the highest it has ever been.
 - Travel Grants Pass website updated with seasonal activities and the events calendar.
 - Mailing of the Visitor Guide (taken over from the Chamber in August).
 - Bill Landis' Public Safety Message emailed out and provided even more information since the merchants meeting in October.
 - Meetings with the Assistant City Manager weekly continue and are very productive.
 - Social media is ongoing.
 - Downtown operations. There have been 480 walk in visitors, which is essentially half of the number for August. However, this is typically a slow time of year.
 - Merchant activity was high with Shop, Dine and Win.
 - Facebook likes are increasing at 3265; they also have 1,115 Instagram followers, 51 on Pinterest and 55 on Twitter.
- Barbara asked about the TV ads. Jon said there are three ads currently running on channel 5.

- There are 180 gift cards and they had to print more tickets. They are at 40,000.
- Tina asked if there is a way to track those that come from outside the area. Jon stated only by email tracking or Barbara suggested by phone number. Tina suggested adding a check box, "Are you from this area yes or no".

5. **Goals for 2017**

- Barbara talked about the goal suggestions from everyone and added some of her own. She and Jon came up with a combination of goals so they can continue doing what they have been doing by coordinating all the efforts to bring people to our city. The goals to present to the City Council are:
 - Vintage Trailer Rally
 - Town Trolley from May to October
 - Hosting Soccer (or other sport) tournaments
 - Music at the 5th Street Plaza during the warm months
 - Bicycle Grand Prix
 - Balloon Festival
 - String lights for G and 5th Streets
 - Food truck completion – Should be done no later than February

6. **COMMENTS FROM THE PUBLIC / LIAISONS**

- Caleb LaPlante spoke about the Balloon Festival. He said that David Reeves helped them get in front of the City Council on the Workshop agenda and they were supportive and enthusiastic about this event. They are in the planning stage now and they hope to be able to fund this event on their own in a few years without assistance from the City. He will continue to provide updates to this committee. He also gave committee members a flyer for the event.
- Dave Reeves talked about the Council Goal Setting session and the scoring method they use for each of the committees goals.
- Jon will make a map with the trolley route and give it to Barbara for goal setting. He will also send that info to Dave Reeves.

Meeting adjourned at approximately 6:00 pm

NEXT MEETING: January 13, 2016 at 4:00 pm in the Courtyard Conference Room

These minutes were prepared by Donna Anderson, City Administration Department

5.b. Parks Advisory Board February 9, 2017 motion:

Member Still moved and member Cartmell seconded the motion to authorize staff to negotiate a contract with Recreation Northwest for the purpose of running the concession stand at Reinhart Volunteer Park.

The vote resulted as follows: "AYES": Members Battersby, Chapman, Cartmell, Kuhlman, Matti, Still. "NAYS": None. Abstain: None. Absent: Board members, Szewc and Reinert. The motion passed.