CITY OF GRANTS PASS
COUNCIL AGENDA
February 16, 2022
6 pm City Council Meeting
Council Chambers - 101 N.W. A Street

MAYOR:  Sara Bristol

CITY COUNCIL MEMBERS:

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<td>Brian DeLaGrange</td>
<td>Valerie Lovelace</td>
<td>Dwight Faszer, II</td>
<td>Joel King</td>
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<tr>
<td>Rob Pell</td>
<td>Rick Riker</td>
<td>Curt Collins</td>
<td>Vanessa Ogier</td>
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Invocation
Flag Salute
Roll Call

1. **PUBLIC HEARING**

   **Legislative**

2. **COUNCIL ACTION**


   b. Resolution adopting the City’s Strategic Plan for 2022-2023. **Pgs. 147-158**

3. **APPOINTMENTS**

   a. Motion appointing one member to the Parks Advisory Committee. **Pgs. 159-188**

   b. Motion appointing nine members to the Caveman Plaza Taskforce. **Pgs. 189-248**

4. **PUBLIC COMMENT** This is an opportunity for the public to address the City Council on items not related to a public hearing or Council action item for the Council. 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. At the conclusion of public comment, Council will have an opportunity to respond. 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.

   a. Opportunity to review public comment

   b. Review emails
5. **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.


- b. Resolution authorizing the City Manager to enter into a contract for the FY’21 Sanitary Sewer Replacement Project; Project No. SE6375. **Pgs. 285-302**

- c. Resolution authorizing the City Manager to enter into an agreement with Four Seasons Nursery to manage the downtown flower basket program. **Pgs. 303-312**

- d. Motion approving the minutes of the City Council meeting of February 2, 2022. **Pgs. 313-320**

- e. Motion acknowledging the minutes of the Collaborative Economic Development Committee meeting of December 16, 2021. **Pgs. 321-322**

- f. Motion acknowledging the minutes of the Committee on Public Art meeting of January 11, 2022. **Pgs. 323-325**

6. **MATTERS FROM MAYOR, COUNCIL AND STAFF**

   - a. Mayor & Council Comments
   - b. Staff Comments

7. **EXECUTIVE SESSION**: None anticipated

8. **ADJOURN**

*City Council meetings will offer citizen participation via phone. If you would like to provide public comment, please contact the City Recorder by noon the day of the meeting. Registered participants will be emailed the teams meeting ID password, and call-in phone number by 3 pm on the day of the meeting. You should not share this information.*

*City Recorder: 541.450.6000 or kfrerk@grantspassoregon.gov*

*ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons 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.*

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Watch on YouTube at **City of Grants Pass**.
Ordinance amending Development Code Articles 22 Residential Development, 23 Landscape and Buffering Standards, 25 Parking and Loading, and 30 Definitions

Item: related to landscape design.  

Date: February 16, 2022

SUBJECT AND SUMMARY:

Adoption of this ordinance would amend Development Code Articles 22, 23, 25, and insert new definitions in Article 30 related to residential, commercial and public right of way landscaping.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goals to FACILITATE SUSTAINABLE, MANAGEABLE GROWTH and ENHANCE COMMUNITY SAFETY by redefining and clarifying landscaping standards and buffering criteria for residential development.

CALL TO ACTION SCHEDULE:

Call to action schedule: At Council’s discretion.

BACKGROUND:

This Development Code text amendment addresses the need for alternative landscaping design options for residential development, recognizing the need for drought tolerant, native plants and fire-resistant landscapes in Grants Pass. The existing code offers only one option – a traditional design with an emphasis on green lawns. In addition, parking lot landscaping does not currently address the viability of trees planted in the allotted "islands" for design options. This amendment was developed with input from the Urban Tree Advisory Committee and several community stakeholders to improve the viability of trees planted in areas surrounded by impermeable surfaces such as parking lots. Additionally, City Council discussed the draft amendments at workshops in 2020 and 2021. To make the approved Street and Parking Lot trees list more responsive to changing availability and cultivars, this amendment will remove the list from the Development Code and publish it on the City’s website to allow for updates in real time. The approved Street and Parking Lot trees list will be adopted by reference within Article 23. Illustrations within Article 23 are updated with this text amendment for increased clarity and accuracy.

Goal 10 compliance was analyzed to “ensure opportunity for the provision of adequate

ITEM: 1.a. ORDINANCE AMENDING DEVELOPMENT CODE ARTICLES 22 RESIDENTIAL DEVELOPMENT, 23 LANDSCAPE AND BUFFERING STANDARDS, 25 PARKING AND LOADING AND 30 DEFINITIONS RELATED TO LANDSCAPE DESIGN.
Staff Report (continued):

numbers of needed housing units, the efficient use of buildable land within urban growth boundaries, and to provide greater certainty in the development process so as to reduce housing costs." It was determined that: (1) the impact of these text amendments will reduce the cost of future housing by offering options for residential developments which require less long-term maintenance; (2) required minimum areas for landscaping do not impact the space needed for housing as they are staying the same or reduced slightly depending on the residential zone; and (3) the timeline needed for these landscape standards will not change from current estimates and will not cause any delays.

The mark-up text amendments to Articles 22, 23, 25, and 30 are summarized and explained in detail in the associated Urban Area Planning Commission (UAPC) Findings of Fact and the City Council staff report and exhibits and can be found in the February 2, 2022, Council packet.

The UAPC public hearing was held on December 8, 2021. The UAPC made a recommendation of approval to the City Council for the proposed amendment with a 6:0:0 vote, with one Commissioner absent.

COST IMPLICATION:

Staff resources will be required to update the Development Code, website links, and explain changes to developers and landscape architects.

ALTERNATIVES:

1. Approve the text amendment as submitted;
2. Approve the text amendment with revisions;
3. Deny the text amendment; or
4. Postpone: Continue the item indefinitely or to a certain time.

RECOMMENDED ACTION:

The UAPC recommends the Council approve the text amendment.

POTENTIAL MOTION:

I move to adopt the Development Code text amendment for Articles 22 Residential Development, 23 Landscape and Buffering Standards, 25 Parking and Loading, and 30 Definitions related to landscaping standards, and have it read by title only, first reading.

I move to adopt the Development Code text amendment for Articles 22 Residential Development, 23 Landscape and Buffering Standards, 25 Parking and Loading, and 30 Definitions related to landscaping standards, and have it read by title only, second reading.
ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING DEVELOPMENT CODE ARTICLES 22 RESIDENTIAL DEVELOPMENT, 23 LANDSCAPE AND BUFFERING STANDARDS, 25 PARKING AND LOADING, AND 30 DEFINITIONS RELATED TO LANDSCAPE DESIGN.

WHEREAS:

1. The Grants Pass and Urbanizing Area Comprehensive Community Development Plan was adopted December 15, 1982; and

2. The ordinance amends Development Code Articles 22, 23, 25 and 30; and

3. The proposal is consistent with the goals and policies of the Comprehensive Plan; and

4. The applicable criteria from the Development Code are satisfied, and approval of the proposal is recommended by the Urban Area Planning Commission to the City Council.

NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS:

Section 1. The amendments to Grants Pass Development Code Articles 22, 23, 25 and 30, as set forth in Exhibit ‘A’, are hereby adopted.

Section 2. This ordinance shall take effect 30 days from adoption.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 16th day of February 2022 with the following specific roll call vote:

AYES:

NAYS: ABSTAIN: ABSENT:

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass, Oregon, this ___ day of February 2022.

__________________________
Sara Bristol, Mayor

ATTEST:

__________________________ Date submitted to Mayor: _____________
Karen Frerk, City Recorder

Approved as to Form, Aaron Cubic, City Manager ______________
## Article 22: Residential Development Standards

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Article 22: Residential Development Standards

22.010 Purpose

The purpose of this Article is to provide development standards for single and multi-dwellings, manufactured homes and recreational vehicle parks.

22.020 Concept

The provisions of this Article are supplementary to the Base Development Standards contained in Article 12 of this Code. These standards are intended to ensure an acceptable living environment for future residents of a development proposal and to minimize impact to adjacent residents and property owners.

22.030 Applicability

A development permit shall not be issued for any parcel or lot where compliance with the provisions of this Article has not been met.

The standards specifically apply to:

1. Planned Unit Development (PUD) Development Standards (Section 18.090)
2. Multi-Dwelling Projects
3. Modified Setback Option
4. Manufactured Housing
   a. Individual lots (Class “A” Standard)
   b. Manufactured Dwelling Parks (Class “B” Standard)
   c. Health condition (Class “C” Standard)
5. Single detached, single attached and duplex residences
6. Recreational Vehicle Parks
7. Accessory dwelling units

22.040 Procedures

For procedure types for site plan review for various categories of housing development, see Schedule 12-2, and Schedule 12-3 for the RTC zones.
22.041 Pre-application Conference

The applicant shall request a pre-application conference with the Director as provided in Section 3.041 of this Code.

22.100 Multi-Dwellings

The provisions of this section apply to development containing multi-dwellings (5 units or more).

22.101 Approval Guidelines and Standards

(1) **Guidelines.** The guidelines below are intended as foundational design principles to assist designers of multi-dwelling projects and are used by the City to assess a project’s compliance with the goals of this Section.

(2) **Standards.** An application for a Minor Site Plan Review shall be granted if it meets the applicable zone standards and the applicable standards of this Article.

(3) Where a standard or a guideline of this Article conflicts with another standard in the Grants Pass Development Code, the provisions of this Article shall apply.

22.102 Open Space Guidelines and Standards

(1) **Open Space – General Guidelines:**

(a) Locate open space throughout the site and in proximity to dwelling units as depicted in Figure 22-1;

(b) Provide centrally located open space in increments large enough to accommodate intended activities;

(c) Integrate open space with the natural topography;

(d) Maximize private open space for each dwelling unit;

(e) Provide separation between buildings on and off-site;

(f) Provide pedestrian access to all common open space areas to promote active use.
FIGURE 22-1. MULTI-DWELLING COMPLEX CONCEPTUAL SITE DESIGN

(2) Common Open Space.

(a) Guidelines.

(i) A variety of open space areas of sufficient size shall be provided for use by all residents of a development.

(ii) Common open space shall be distributed around buildings and throughout the site.

(iii) The amount of perimeter setbacks used for common open space shall be minimized.

(b) Standards.

(i) Common open space shall be provided in all new multi-dwelling complexes with five (5) or more dwelling units as follows:

(A) A minimum of thirty percent (30%) of the gross site area shall be designated and permanently reserved as common open space.
(B) Not more than fifty percent (50%) of the common open space shall be located in the required perimeter setbacks of the development. The minimum dimensions in Table 22.1 are not required to apply to open space located in perimeter setbacks.

(C) Not more than fifteen percent (15%) of the required common open space shall be located on land with slopes greater than twenty-five percent (25%).

(D) Indoor, rooftop or covered recreation space may count toward the common open space requirement, provided such indoor, rooftop or covered space is open to all residents of the development and does not exceed thirty percent (30%) of the required common open space.

(E) At least one of the required common open space areas provided within the development, excluding the perimeter setbacks or land with slopes greater than twenty-five percent (25%), shall meet the size and dimensional standards set forth in Table 22.1.

<table>
<thead>
<tr>
<th>Number of Dwelling Units</th>
<th>Minimum Open Space Area Size</th>
<th>Minimum Width Dimension</th>
<th>Maximum Width to Depth Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 to 10</td>
<td>500 sq. ft.</td>
<td>20 ft.</td>
<td>3:1</td>
</tr>
<tr>
<td>11 to 20</td>
<td>750 sq. ft.</td>
<td>25 ft.</td>
<td>3:1</td>
</tr>
<tr>
<td>More than 20</td>
<td>1,000 sq. ft., plus an additional 250 sq. ft. for every 20 units, or portion thereof, over 20 units</td>
<td>25 ft.</td>
<td>3:1</td>
</tr>
</tbody>
</table>

(c) Small Lots.

(i) For lots that are one-half (0.5) acre or less in size in the R-2, R-3, R-3-2, R-4, R-4-2 or R-5 zones, the following open space requirements apply:

(A) A minimum of twenty percent (20%) of the lot must be dedicated to required open space.

(B) Not more than fifty percent (50%) of the common open space shall be located in the required perimeter setbacks of the development.
(C) Not more than fifteen percent (15%) of the required common open space shall be located on land with slopes greater than twenty-five percent (25%).

(D) Open space areas not otherwise developed with recreational facilities shall be landscaped.

(d) Exemptions.

(i) In the General Commercial, Central Business District, Riverfront Tourist District or mixed-use developments, open space requirements may be reduced to zero percent (0%) if the development is located within one-quarter mile radius of an existing public park or open space.

(3) Children’s Play Areas and Adult Recreation Areas.

(a) Guidelines.

(i) A variety of common open area opportunities shall be provided for enjoyment by all residents.

(ii) Children’s plan and/or adult recreation areas shall be centrally located within the development.

(iii) Children’s play areas, if provided, shall be connected to each multi-family building through a system of private pedestrian ways to ensure access for all members of the development.

(iv) Children’s play areas, if provided, shall be located in a manner to incorporate safety into the design by including such things as locating play areas to be visible from dwelling units, locating play areas away from physical barriers such as driveways and parking areas, and selection of play equipment with safe designs.

(b) Standards.

(i) Outdoor children’s play and/or adult recreation areas shall be provided as set forth in Table 22-2 in all new multi-dwelling complexes with twenty (20) or more dwelling units. Outdoor children’s play and/or adult recreation areas count toward meeting the common open space requirement.

<table>
<thead>
<tr>
<th>Number of Dwelling Units</th>
<th>Play/Recreation Area Size</th>
<th>Minimum Horizontal Dimension</th>
<th>Maximum Width to Depth Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 19</td>
<td>N/A</td>
<td>N/A</td>
<td>3:1</td>
</tr>
</tbody>
</table>

TABLE 22-2. OUTDOOR CHILDREN’S PLAY AREAS AND ADULT RECREATION AREAS
<table>
<thead>
<tr>
<th>20</th>
<th>950 sq. ft.</th>
<th>25 ft.</th>
<th>3:1</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 20</td>
<td>950 sq. ft. plus an additional 250 sq. ft. for every 20 units, or portion thereof, over 20 units</td>
<td>25 ft.</td>
<td>3:1</td>
</tr>
</tbody>
</table>

(ii) Outdoor children’s play and/or adult recreation areas shall be centrally located within the development.

(iii) Outdoor children’s play and/or adult recreation areas shall be connected to each multi-family building and common building through private pedestrian ways in conformance with Section 27.320.

(iv) Outdoor children’s play and/or adult recreation areas shall not be located within required setbacks.

(v) A minimum 30-inch-tall fence shall be installed to separate outdoor children’s play areas from any parking lot, drive aisle, stormwater retention/detention facility or street.

(4) Exemptions.

(a) Lots one-half (0.5) acre or less in size in the R-2, R-3, R-3-2, R4, R-4-2, or R-5 zones.

(b) In the General Commercial, Central Business District, and Riverfront Tourist District zones or in mixed-use developments, recreation areas may be reduced or eliminated if the development is located within one-quarter mile radius of an existing public park or open space.

(5) Private Open Space.

(a) Guidelines.

(i) Individual private open space shall be provided for each dwelling unit in all new multi-dwelling complexes.

(ii) Private open space shall be easily accessible from the dwelling unit.

(iii) If private open space is located adjacent to common open space, a buffer between the two open space areas shall be provided.

(b) Standards.

(i) Private open space meeting the size and dimension standards set forth in Table 22-3 shall be provided for each dwelling unit in all new multi-dwelling complexes.
### TABLE 22-3. PRIVATE OPEN SPACE SIZE AND DIMENSIONS

<table>
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<th>Location of Dwelling Unit</th>
<th>Minimum Open Space Area Size</th>
<th>Minimum Dimension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 5 feet above finished grade</td>
<td>96 sq. ft.</td>
<td>6 ft.</td>
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<tr>
<td>More than 5 feet above finished grade</td>
<td>48 sq. ft.</td>
<td>6 ft.</td>
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(ii) Private open space shall be located contiguous to the dwelling unit with direct access to the private open space provided through a doorway.

(iii) Private open space shall be visually separated from common open space through the use of perimeter landscaping, wall or fencing.

(iv) If fenced, a lockable gate shall be provided to grant access to public right-of-way or other improved open space.

(v) Fencing shall meet design standards in Section 23.037(1).

#### 22.103 Landscaping Guidelines and Standards.

(1) General Landscaping.

(a) Guidelines.

(i) A variety of tree types shall be distributed throughout the site to maximize tree canopy.

(ii) Landscaping shall be used to shield the site from winter winds and summer sun.

(iii) Existing trees shall be preserved to the maximum extent possible.

(iv) Where development site abuts property zoned single-family residential, an appropriate combination of landscaping and screening shall be provided that is sufficient to visually screen and buffer the multi-dwelling complex from the abutting property.
(v) A mix of landscaping treatments and design shall be used to provide a visually interesting development.

(b) **Standards.**

(i) A minimum of one tree shall be planted or preserved for every 2,000 square feet of site area.

(ii) Trees shall be planted that, at maturity, will provide canopy coverage over at least thirty percent (30%) of the open space and setbacks. All trees shall be selected from the Approved Street and Parking Lot Trees List.

(iii) For developments with frontage on an arterial or collector street, a street buffer that complies with Section 23.035(1) shall be provided.

(iv) Where a development site abuts property that is zoned R-1-6 through R-1-12, a combination of landscaping and screening shall be provided to buffer between the multi-dwelling complex and the abutting single-family zoned property. The landscaping and screening shall include the following:

(A) A minimum of one tree, not less than 1.5 inches in caliper for deciduous trees or six (6) feet tall for conifer trees, for every thirty (30) linear feet of abutting property width. At least fifty percent (50%) of the trees in a single-family residential buffer must be a conifer species; and

(B) A minimum six (6) foot tall, site-obscuring fence or wall constructed of durable materials commonly used in the construction of fences and walls, such as wood, stone, rock, brick, or other similar materials. Chain-link fencing with slats, sheet metal and similar materials shall not be allowed to satisfy this standard.

(2) **Street Frontage.**

(a) **Guidelines.**

(i) The residential character of the site shall be enhanced with trees planted within the public right-of-way.

(b) **Standards.**

(i) Multi-dwelling complexes fronting on public or private streets shall plant street trees in accordance with the standards in Section 23.070.

(3) **Building Exteriors.**
(a) **Guidelines.**

(i) Landscaping shall be planted to define and accentuate the primary entryway of each dwelling unit or combination of dwelling units.

(ii) Vertical and horizontal landscape elements shall be provided along all exterior walls to soften the visual impact of buildings and create residential character.

(b) **Standards.**

(i) The perimeter of all buildings within a multi-dwelling complex shall be planted in accordance with the standards in Section 23.035(4).

(4) **Privacy.**

(a) **Guidelines.**

(i) Landscaping or a combination of landscaping and fencing shall be used to visually screen and buffer the multi-dwelling complex from abutting properties.

(ii) Landscaping shall be used to establish privacy of dwelling units. Methods may include fencing in combination with plant units.

(b) **Standards.**

(i) Ground level private open space shall be physically and visually separated from common open space with perimeter landscaping or perimeter fencing that is a minimum of four (4) feet in height.

(5) **Parking Areas.**

(a) **Guidelines.**

(i) Canopy trees shall be distributed throughout the interior and planted along the perimeter of parking areas (see Figure 22-2 and Figure 22-3).

(b) **Standards.**

(i) Parking areas within multi-dwelling complexes shall be planted in accordance with the standards in Section 23.050, and per the Approved Street and Parking Lot Trees List. Landscape standards for parking areas associated with
developments of eight (8) units or less may be reduced if written evidence is provided to the Director demonstrating physical site constraints.

FIGURE 22-2. PARKING LOT LANDSCAPING CONCEPT

FIGURE 22-3. PARKING LOT WITH CANOPY TREES CONCEPT
22.104 Parking, Site Access, and Circulation.

(1) General Parking and Site Access.

(a) Guidelines.

(i) Parking areas shall be designated to minimize the expanse of continuous parking (see Figure 22-4).

(ii) Pedestrian pathways shall be provided that connect to the between buildings, common open space, parking areas and surrounding uses.

(iii) Parking shall be located to maximize the convenience to residents.

(iv) Parking areas and circulation systems shall be designed in a manner that considers site topography, natural contours and any abutting properties zoned single-family residential.

(v) Parking areas shall promote circulation and access for all modes of transportation.

(vi) The number and design of parking spaces shall accommodate the planned use for the site.

(b) Standards.

(i) Parking areas greater than 5,000 square feet in area shall be physically and visually separated from each other with
landscaped planter bays that are a minimum of 18 feet in length. Individual parking areas may be connected by an aisle or driveway.

(ii) Pedestrian pathways a minimum of 5 feet wide shall be provided that connect to and between all buildings, common open space and parking areas.

(iii) Garages and carports shall be set back a minimum of 20 feet from the public right-of-way.

(iv) Where a development site abuts and is located uphill from property zoned single-family residential and the slope of the development site within 40 feet of the abutting single-family residential zoned property is fifteen percent (15%) or greater, parking areas shall be set back not less than 20 feet from the property line of the abutting single-family residential zoned property. Decorative walls, earthen berms, fencing, landscaping, or any combination thereof shall be provided to prevent glare from headlights onto abutting properties.

(v) Parking ratios and dimensional standards provided in Article 25 shall be met.

FIGURE 22-4. CONCEPTUAL PARKING AREA LAYOUT

(2) Site Access.
(a) **Guidelines.**

(i) Accessibility to and from the site shall be provided for all travel modes, including cars, cyclists and pedestrians.

(ii) Site access shall be provided in a manner that minimizes vehicle and pedestrian conflicts.

(iii) Where possible, driveway access shall be provided onto collector or local streets rather than arterial streets.

(iv) Where possible, driveway access shall be consolidated with either existing or future driveways serving adjacent developments.

(v) Parking areas shall be located to minimize their visibility from the public right-of-way and abutting properties.

(b) **Standards.**

(i) Pedestrian pathways shall be provided that connect the development to the public sidewalks.

(ii) Pedestrian access from the street to individual dwelling units, clusters of units, or common interior lobbies shall be provided for residential buildings located within 32 feet of a public street with a concrete walkway of not less than five (5) feet in width.

(iii) Where development has frontage on more than one street and such streets have different classifications in the Grants Pass Transportation System Plan, driveway access shall be provided to the street with the lowest classification.

(iv) Where required to meet the access spacing standards in Article 27-10, driveway access shall be consolidated with either existing or future driveways serving abutting development sites.

(v) Parking areas shall be separated from public street and abutting properties by a landscape screen and buffer of not less than five (5) feet in width with shrubs reaching at least three feet in height at maturity, or a wall or fence of not less than four (4) feet in height. (see Figure 22-5)

**FIGURE 22-5. PARKING AREAS BUFFERED FROM RIGHT-OF-WAY CONCEPT**
22.105 Building Mass and Façade Design.

(1) General Siting and Building Mass.

(a) Guidelines.

(i) Buildings shall be sited with sensitivity to topography and natural landform.

(ii) The development shall be designed to reinforce human scale.

(iii) Buildings with long monotonous exterior walls shall be avoided.

(b) Standards.

(i) Where development is located on a lot with an average cross slope of fifteen percent (15%) or more, grading shall be limited to sixty percent (60%) of the site surface area.

(ii) Individual buildings shall not exceed 150 feet in overall length.

(2) Compatibility.

(a) Guidelines.

(i) Contrast and compatibility shall be provided throughout the site through building design, size and location.
(ii) Appropriate transitions shall be provided between new buildings and structures on-site and existing buildings and structures on abutting sites.

(iii) Architectural elements and façade materials shall be used to provide continuity throughout the site.

(iv) The majority of dwelling units within the development shall be placed as close as possible to the street right-of-way.

(v) Architecturally defined and covered entryways shall be incorporated into the design of buildings.

(b) Standards.

(i) Except as provided in subsection (3)(b)(ii) of this section where a development site abuts property zoned R-1-6 through R-1-12, buildings shall be set back from the abutting single-family property as set forth in Table 22-4.

<table>
<thead>
<tr>
<th>Number of Building Stories</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum 1 foot for each 1 foot of building height, but in no case less than 14 feet</td>
</tr>
<tr>
<td>2 or more</td>
<td>Minimum 1 foot for each 1 foot of building height, but in no case less than 20 feet</td>
</tr>
</tbody>
</table>

(ii) Where a development site abuts and is located uphill from property zoned single-family residential and the slope of the development site within 40 feet of the abutting single-family residential zoned property is fifteen percent (15%) or greater, buildings shall be set back from the abutting single-family residential zoned property as set forth in Table 22-5.

<table>
<thead>
<tr>
<th>Number of Building Stories</th>
<th>Minimum Setback</th>
<th>Limitation &amp; Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 2</td>
<td>Minimum 1 foot for each 1 foot of building height, but in no case less than 20 feet</td>
<td></td>
</tr>
<tr>
<td>3 or more</td>
<td>Minimum 1 foot for each 1 foot of building height, but in no case less than 40 feet</td>
<td></td>
</tr>
</tbody>
</table>
| Minimum 1 foot for each 1 foot of building height | Applicable when within 40 feet of the abutting single-family residential zoned property:  
| | a) Buildings are designed so that the longest dimension of the building and any private open space areas, such as balconies or patios, do not face the abutting single-family residential zoned property; or  
| | b) Buildings are designed to contain no more than six (6) dwelling units, the lengths of the buildings facing the abutting single-family residential zoned property are no greater than 70 feet and the buildings are separated by a minimum distance of 1 foot for each 1 foot of building height |

(iii) On sites with 75 feet or more of buildable width, a minimum of fifty percent (50%) of the buildable width shall be occupied by building places at the setback line. Accessory structures shall not apply towards meeting the required percentage.

(iv) Roof-mounted mechanical equipment, other than vents or ventilators, shall be screened from ground level view. Screening shall be as high as the top of the mechanical equipment and shall be integrated with exterior building design.

(v) A porch or architecturally defined entry area shall be provided for each ground level dwelling unit. Shared porches or entry areas are permitted, provided the porch or entry area has at least 25 square feet of area for each dwelling unit with no dimension less than five (5) feet. Porches and entry areas shall be open on at least one side and may be covered or uncovered. All grade level porches shall include hand-railings, half-walls or shrubs to define the outside perimeter.

(3) **Building Articulation.**

(a) **Guidelines.**

(i) The appearance of building bulk shall be minimized by:
(A) Establishing a building offset interval along building facades; and

(B) Dispersing windows throughout building facades.

(ii) Articulation shall be provided at the common entryway to all residential buildings.

(iii) Building roofs shall reinforce the residential character of the neighborhood.

(b) Standards.

(i) Every two attached dwelling units shall be offset from the next dwelling unit by a wall plane of at least four (4) feet in depth. (see Figure 22-6)

(ii) Individual and common entryways shall be articulated – this standard is met by providing a separate entry roof, covered porch, portico or similar architectural feature.

(iii) Flat roofs and the roof ridges of sloping roofs shall not exceed a horizontal length of 100 feet without providing differences in roofline elevations of at least two (2) feet.

(iv) At least one window shall be provided in every habitable room, other than bathrooms, that faces a required setback, common open area and parking area.

FIGURE 22-6. BUILDING OFFSETS AND ARTICULATION CONCEPT
22.106 Public Improvements.

(1) Purpose.

(a) The purpose of this Section is to establish the means and standards whereby public improvements are provided for development within the City.

(2) Development to be served by City Utilities and Streets.

(a) All development shall be served by City utilities and streets designed and constructed according to all applicable provisions of the Standards listed in Article 28, Utilities and Article 27, Access.

22.107 Separation between Buildings at Property Lines. As required by applicable zoning district.

22.108 Exterior Elevations. To preclude large expanses of uninterrupted building surfaces, exterior elevations shall incorporate design features such as offsets, balconies, projections, or similar elements along each face of the building facing a public right-of-way or abutting property. Along the vertical face of the structure, offsets shall occur at a minimum of every 30 feet by providing any two of the following:

(1) Recesses (elevated decks, patios, entrances, etc.) with a minimum depth of four (4) feet, or

(2) extensions (elevated decks, patios, entrances, floor area, etc.) with a minimum depth of four (4) feet, or

(3) offsets or breaks in roof elevations of three (3) or more feet in height.
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Article 23: Landscape and Buffering Standards

23.010 Purpose and Concept

Trees, shrubs and living ground-cover provide shade and shelter for both citizens and wildlife, aiding in energy conservation and moderating local climate. Plant materials eliminate pollutants from our air and water, and help maintain physical health by fulfilling a need for contact with the natural environment. Landscaping our major gateways into the City provides a lasting impression to visitors which is critical to our tourist economy. The knowledgeable use of vegetation by landscape professionals can achieve these positive benefits at a relatively small cost.

In these terms, landscaping is a significant factor in maintaining the livability and economic viability of the community. The purpose of this Article is to provide standards for Landscaping and Buffering within Grants Pass.

23.020 Landscaping Required

Landscaping shall be required in all the following areas:

1. In all required front and exterior side yards in Residential, Commercial, Business Park, Industrial Park and Industrial zones.
2. As provided in the Major Thoroughfare and Gateway Plan Where a conflict exists between such area plans and the base standards of Section 23.030, the area plans shall prevail.
3. At buffering between zones and conflicting uses, as provided in Section 23.034.
4. At vehicle parking, loading, access and maneuvering areas, as provided in Section 23.035.
5. At required interior open space and recreational areas, as provided in Section 22.102 for multi-dwelling developments.
6. In addition, screening or design consideration shall be given for refuse areas, service corridors, light and glare, mechanical equipment and service areas as provided in Section 23.036.

23.030 Landscape and Buffering Development Standards

All required landscaped yards and buffer strips shall meet the standards of the appropriate Landscape and Buffer Type and the general provisions of this Section.

23.031 Type A: Residential Front and Exterior Yards
Reference Type A Concept sketch.
(1) New residential development landscape designs may incorporate one of the following four design types: fire-safe, low water use, native plant/pollinator/wildlife habitat, and traditional.

Schedule 23-1 outlines each of the design options for Low and Moderate Density (R-1-12, R-1-10, R-1-8, R-1-6 and R-2) residential zones with a minimum net lot width (less the driveway approach) of 21 feet or wider.

<table>
<thead>
<tr>
<th>Landscape Design Type</th>
<th>Ground cover</th>
<th>Shrubs</th>
<th>Trees</th>
<th>Minimum Plant % Coverage at Maturity</th>
<th>Resources</th>
</tr>
</thead>
</table>
| Fire-safe                          | Sod, rock, compost, and/or groundcover species listed in the OSU publications listed under the "Resources" column. No wood chips or bark dust. Do not plant vegetation within 5 feet of any building structure. | Species listed in the OSU publications listed under "Resources" column. Do not plant vegetation within 5 feet of any building structure. | Species listed in the "Resources" column. For trees in the public right-of-way, species must be listed in the Approved Street and Parking Lot Tree List. | 70%                                  | Oregon State University (OSU):  
  - Fire-Resistant Plants for Home Landscapes (2006)  
  - THE HOME IGNITION ZONE: Protecting Your Property from Wildfire (2020)  
  - Keeping Your Home and Property Safe from Wildfire (2017) |
| Low water                          | Plants grouped together for water use. Rock and organic mulch are permitted around plants when minimum coverage of plant materials at maturity is met. Select drought tolerant ground cover. | Select drought tolerant shrubs. Rock and organic mulch are permitted around plants when minimum coverage of plant materials at maturity is met. | Select drought tolerant trees in the City of Grants Pass Approved Street and Parking Lot Tree List. | 50%                                  | Oregon State University (OSU):  
  - Water Wise Gardening Website & Publications  
  - "Very Low Water Plants" List Website |
| Native plant / pollinator / wildlife habitat | Rock and organic mulch are permitted around plants so long as minimum coverage of plant materials at maturity is met. | Species lists provided in the Resources column. Rock and organic mulch are permitted around plants so long as minimum coverage of plant materials at maturity is met. | Species listed in the City of Grants Pass Approved Street and Parking Lot Tree List under "Attracts wildlife" column of list. | 60%                                  | City of Ashland:  
  - "Bee Pollinators" Plant List  
  - "Attracts Butterflies" Plant List  
  - "Attracts Birds" Plant List  
  - "Attracts Hummingbirds" Plant List  
  - Rogue Basin Native Plants List |
| Traditional                        | Any non-invasive ground cover species.                                                          | Any non-invasive shrub species listed in the other Landscape Design Types.                 | Any tree species except Tree of Heaven (Ailanthus altissima). For trees in the public right-of-way, species must be listed in the Approved Street and Parking Lot Tree List. | 90%                                  | All resources listed in the other Landscape Design Types. |
For lots with a minimum net lot width of 20 feet and under, see Section 23.031(2).

High Density, multi-unit residential landscaping is addressed in Article 22.103.

Following are the guidelines and requirements for each of the four landscape design type options.

(a) Fire-safe design option: This landscape design shall be installed in areas located in the Wildland Urban Interface as shown on the City of Grants Pass interactive GIS map for area hazards (Fire Hazard Areas). It may be installed in other locations upon request. This option is designed to protect structures from future wildland fires.

   Design standards:
   - No foundation plantings.
   - No conifers within 30 feet of any structure.
   - No bark mulch allowed within 5 feet of a building or deck.

Minimum landscape requirements shall be as shown in Schedule 23-2, selected from the fire safe trees and shrubs list and also meet the following:

(i) Ground cover may not be selected from any conifer species. Coverage with shrubs or living ground-cover shall be at least 50% upon installation and 70% after 3 years.

(ii) Up to 30% of required landscape area may contain hardscape such as landscape boulders, rocks, cobble and gravel, as defined in Article 30.

(b) Low water use design option: This landscape design promotes water conservation and low maintenance while still providing the benefits of landscaped developments. Submitted plans must indicate grouping of plants with similar water needs. Drought tolerant species should be selected from provided resources.

Minimum landscape requirements shall be as shown in Schedule 23-2, selected from the drought tolerant trees and shrubs list and shall also meet the following:
(i) Remaining area treated with living ground-cover, as defined in Article 30. Coverage with shrubs or living ground-cover shall be at least 25% upon installation and 50% after 3 years.

(ii) Up to 50% of required landscape area may contain a minimum of two (2) inches organic mulch such as compost or bark dust; or hardscape mulches such as landscape boulders, rocks, cobble and gravel, as defined in Article 30.

(c) Native plant/pollinator/wildlife design option. This landscape design supports the use of native plants as they are adapted to the local climate and soil conditions. The intent of this design is to make use of native plants that provide pollen and wildlife habitat, although all specimens do not have to be native. The majority of native trees are large and slow growing and may not be a good fit for smaller suburban landscapes. Schedule 23-2 offers an alternative to address this conflict.

Minimum landscape requirements shall be as shown in Schedule 23-2, selected from the native plant, pollinator and wildlife design species, and shall also meet the following:

(i) Remaining area treated with living ground-cover, as defined in Article 30. Coverage with shrubs or living ground-cover shall be at least 30% upon installation and 60% after 3 years.

(ii) Up to 40% of required landscape area may contain a minimum of two (2) inches of organic mulch such as compost or bark dust; or hardscape mulches such as landscape boulders, rocks, cobble and gravel, as defined in Article 30. Up to 25% of this unplanted area (or 10% of the entire required landscape area) can be left uncovered if indicated on landscape plan as insect habitat.

(d) Traditional design option.

Minimum landscape requirements shall be as shown in Schedule 23-2 and shall also meet the following:

(i) Remaining area treated with living ground-cover, as defined in Article 30. Coverage with shrubs or living ground-cover shall be at least 50% upon installation and 90% after 3 years. A minimum of two (2) inches of organic mulch such as compost or bark dust shall cover this area upon installation.
(2) Landscape requirements for Single Attached residential developments on lots
2,000 square feet or less, and narrow lots with 20 feet or under net lot width:

(a) Any of the four landscape design type options listed in 23.031(1) may
be used for these lots.

(b) All areas of the lot not occupied by structures or pavement in the front
and exterior side yards visible from the public right of way shall be
landscaped with trees, shrubs and living ground cover.

   i. If the visible front and/or exterior side yard landscape area
   combined is larger than 300 sq. ft., one (1) tree is required. Street
trees in planter strips shall be allowed to meet this requirement.

(c) All street facing structures shall have landscaping along their
foundations, with a minimum 4-feet wide planting area containing a
minimum of one (1) 5-gallon shrub per five (5) lineal feet of
foundation and three (3) 1-gallon accent plants, with living ground
cover planted in the remaining area. When a porch obstructs a
foundation, landscaping shall be installed along the outer edge of the
porch where it abuts unpaved areas.

(d) Rock, cobble, and gravel, compost, decorative bark or mulch shall be
limited to no more than 25% of the entire landscape area.

(e) For lots in Fire Hazard Areas, the Director shall have discretion to
approve submitted landscape plans meeting fire safe design standards.
### SCHEDULE 23-2: Tree and shrub quantities per residential front and exterior side yard net lot width

<table>
<thead>
<tr>
<th>Net Lot Width</th>
<th>Ground Cover</th>
<th>Number of Shrubs</th>
<th>Number of Trees</th>
<th>Minimum Plant % Coverage at Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-75 feet</td>
<td>To reach required coverage</td>
<td>Four (4), 1-gallon shrubs or accent plants</td>
<td>One (1) deciduous tree at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>70%</td>
</tr>
<tr>
<td>76 feet and above</td>
<td>To reach required coverage</td>
<td>Six (6), 1-gallon shrubs or accent plants</td>
<td>Two (2) deciduous trees at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>70%</td>
</tr>
</tbody>
</table>

### Low Water Use Landscape Design Type

<table>
<thead>
<tr>
<th>Net Lot Width</th>
<th>Ground Cover</th>
<th>Number of Shrubs</th>
<th>Number of Trees</th>
<th>Minimum Plant % Coverage at Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-75 feet</td>
<td>To reach required coverage</td>
<td>Four (4), 1-gallon shrubs or accent plants</td>
<td>One (1) tree at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>50%</td>
</tr>
<tr>
<td>76 feet and above</td>
<td>To reach required coverage</td>
<td>Six (6), 1-gallon shrubs or accent plants</td>
<td>Two (2) trees at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Native Plant / Pollinator Landscape Design Type

<table>
<thead>
<tr>
<th>Net Lot Width</th>
<th>Ground Cover</th>
<th>Number of Shrubs</th>
<th>Number of Trees</th>
<th>Minimum Plant % Coverage at Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-75 feet</td>
<td>To reach required coverage</td>
<td>Four (4), 1-gallon shrubs or accent plants</td>
<td>One (1) tree at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare. Select from &quot;Native&quot; trees in Section 23.076; OR one (1) non-native pollinator tree.</td>
<td>60%</td>
</tr>
<tr>
<td>76 feet and above</td>
<td>To reach required coverage</td>
<td>Six (6), 1-gallon shrubs or accent plants</td>
<td>Two (2) trees at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare. Select from &quot;Native&quot; trees in Section 23.076; OR two (2) non-native pollinator trees.</td>
<td>60%</td>
</tr>
</tbody>
</table>

### Traditional Landscape Design Type

<table>
<thead>
<tr>
<th>Net Lot Width</th>
<th>Ground Cover</th>
<th>Number of Shrubs</th>
<th>Number of Trees</th>
<th>Minimum Plant % Coverage at Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-75 feet</td>
<td>To reach required coverage</td>
<td>Four (4), 1-gallon shrubs or accent plants</td>
<td>One (1) tree at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>90%</td>
</tr>
<tr>
<td>76 feet and above</td>
<td>To reach required coverage</td>
<td>Six (6), 1-gallon shrubs or accent plants</td>
<td>Two (2) trees at least six (6) feet in height, and one and one half (1.5) inches in caliper measured six (6) inches from the root flare.</td>
<td>90%</td>
</tr>
</tbody>
</table>
(3) Vehicle Intrusion in Required Residential Landscaped Yards. Vehicle parking intrusions shall be permitted within a required front or exterior side landscaped residential yard, as follows:

(a) For single detached and duplex dwellings in Residential zones, two vehicle spaces per dwelling unit are allowed, provided that a ten foot width of continuous landscaped area is maintained between the street right-of-way and the vehicle parking area.

(b) For all residential uses in R-3, R-3-2, R-4, R-4-2 and R-5 zones, up to a five foot depth of continuous parking intrusion is allowed provided that:

A 5-foot width of continuous landscaped area is maintained between the inside edge of the sidewalk and the vehicle parking area.

The parking area is screened as provided in Section 23.035. See “Type A” concept sketch illustration.

(4) Approved plant materials installed in the area between the curb and the sidewalk (planter strip) may be used in meeting the landscaping requirements for front and exterior yards.
**Type A: Concept Sketch**

23.032  **Type B: Commercial, Business Park and Industrial Park Front and Exterior Yards**

(1) The following landscape standards shall apply to commercial and indoor industrial uses in residential, commercial, business park and industrial park zones; and to residential uses in commercial, business park and industrial park zones.

(2) Required front and exterior yards shall be landscaped, and building setbacks shall be maintained, according to the Type B concept sketch and Schedule 23-3. Minimum landscape requirements per 1,000 square feet of a required front or exterior yard, or any portion thereof, shall be the following:

(a) Three (3) trees at least eight (8) feet in height, and one and one-half (1.5) inches in caliper measured six (6) inches from the root flare. Select from the Approved Street and Parking Lot Tree List, Section 23.076, and plant as shown per Type B Concept Sketch. Trees may be offset to permit signs in the landscape yard. Trees shall be kept trimmed of branches up to 14' from base five years following planting.

(b) Five (5) five-gallon and ten (10) one-gallon shrubs or accent plants.

(c) Remaining area treated with living ground-cover, as defined in Article 30.

(d) Coverage with shrubs and living ground-cover shall be at least 50% upon installation and 80% after three (3) years. The remaining area shall be mulched with a minimum depth of two (2) inches of organic mulch such as bark or compost for water retention.
(3) Vehicle Intrusion in Required Landscaped Yards. Vehicle parking intrusions shall be permitted within a required front or exterior landscaped yard, as follows:

(a) No more than a 5-foot depth of continuous parking intrusion.

(b) Parking is screened as provided in Section 23.035, Type E.

(c) The required front or exterior yard is not a required buffer strip, as provided in Section 23.034, Type D.

(4) Signs may be permitted in required landscaped yards. Any sign on the property shall be in compliance with the sign requirements as established in Title 9, Chapter 9.21, Sign Standards, of the City of Grants Pass Municipal Code.

(5) Approved plant materials installed in the area between the curb and the sidewalk (planter strip) may be used in meeting the landscaping requirements for front and exterior yards.

<table>
<thead>
<tr>
<th>Commercial/Indoor Industrial Yard, Setback and Parking Intrusion - Schedule 23-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone</td>
</tr>
<tr>
<td>NC</td>
</tr>
<tr>
<td>GC</td>
</tr>
<tr>
<td>CBD</td>
</tr>
<tr>
<td>BP</td>
</tr>
<tr>
<td>IP</td>
</tr>
<tr>
<td>*</td>
</tr>
</tbody>
</table>
23.033 Type C: Industrial Zone Front and Exterior Yards

(1) The following landscape standards shall apply to all uses in Industrial (I) zones.

(2) Required front and exterior yards of 10 feet shall be landscaped, and building setbacks shall be maintained, according to the Type C Concept Sketch and Schedule 12-9. Minimum landscape requirements per 1,000 square feet of a required yard, or any portion thereof, shall be the following:

(a) Three (3) trees at least ten (10) feet in height and two inches in caliper measured six (6) inches from the root flare. Select from the Approved Street and Parking Lot Tree List, Section 23.076, and plant within 10 feet of the right-of-way. Trees shall be kept trimmed of branches so as not to interfere with pedestrian pathways.

(b) Fifteen, five-gallon shrubs or accent plants.
(c) Remaining area treated with living ground-cover, as defined in Article 30.

(d) Coverage with shrubs and living ground-cover shall be at least 50% upon installation and 80% after 3 years. The remaining area shall be mulched with a minimum depth of two (2) inches of organic mulch such as bark or compost for water retention.

(3) No vehicle parking or maneuvering shall be permitted within a required landscaped yard.

(4) Approved plant materials installed in the area between the curb and the sidewalk (planter strip) may be used in meeting the landscaping requirements for front and exterior yards.

(5) Outdoor Industrial development adjacent to or abutting Residential, Commercial Business Park or Indoor Industrial development shall meet the following design features:

(a) Windows and person-doors for customer entrances are permitted into office areas, lobbies and similar areas that do not contain noise or odor producing equipment, materials, or machinery.

(b) Overhead doors and other openings are prohibited.

(c) The development must comply with the sound standards of Section 24.170.
23.034 **Type D: Buffering Between Zones or Conflicting Uses.** Buffering shall be required between zones or conflicting uses on abutting properties.

- Commercial, Business Park or Indoor Industrial to Residential uses
- Outdoor Industrial to all other zones and uses.
- Multi-unit residential developments to Residential uses as outlined in Section 22.105.

Exceptions to Zone Buffer requirements may be granted by the review body when adjoining or abutting properties are developed with similar uses.
The property owner of each proposed development is responsible for the installation and maintenance of required buffers. The Director may waive the buffering requirements of this Section where buffering has been provided on the adjoining property in conformance with this Code.

(1) Required buffer strips shall be landscaped, and building setbacks shall be maintained, according to the appropriate Type D Concept Sketch and Schedule 23-4.

(2) Buffer strips facing a property line shall require minimum planting of at least one row of trees, not less than eight feet high and one and one-half inches in caliper for deciduous trees and five feet high for evergreen trees at the time of planting, and spaced not more than 15 feet apart. Appropriate species may be counted as parking lot trees on an interior buffer, but only for those parking spaces abutting the buffer strip. The area beneath the trees shall be planted with a living ground-cover or shrubs giving 50% coverage at planting and 100% coverage within 3 years.

(3) No parking, loading or vehicle maneuvering area shall be permitted within a required buffer strip, excepting bike paths.

(4) Type D-2 interior buffers may be approved only upon the written agreement of all abutting parties, and the filing of a reciprocal maintenance and use easement by the appropriate party. Installation of plant materials and irrigation shall be at the expense of the party initially developing and as found in Section 23.050, responsibility for ongoing maintenance shall be specified in the easement document as required in Schedule 23-4.

(5) Sound obscuring walls shall be of attractive masonry construction, or a combination of masonry and earth mound. Masonry materials shall be limited to brick, slump block or split block, all with integral color other than gray.
## Buffering Between Zones and Conflicting Uses – Schedule 23-4

### Buffer Type: D-1

<table>
<thead>
<tr>
<th>From (use or zone)</th>
<th>To (use or zone)</th>
<th>Building Setback</th>
<th>Landscape Buffer Strip Width</th>
<th>Facing Wall Building Openings Allowed?</th>
<th>Sight Obscuring Fence or Wall Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial or Business Park or Indoor Industrial or Outdoor Industrial</td>
<td>Residential at Property Line</td>
<td>20’</td>
<td>3’</td>
<td>Yes</td>
<td>Fence 6’</td>
</tr>
<tr>
<td></td>
<td>20’</td>
<td>3’</td>
<td>Yes</td>
<td>Fence 6’</td>
<td></td>
</tr>
<tr>
<td></td>
<td>30’</td>
<td>3’</td>
<td>No**</td>
<td>Fence 6’</td>
<td></td>
</tr>
<tr>
<td>Outdoor Industrial</td>
<td>Commercial at Property Line Or Indoor Industrial /Business Park at Property Line</td>
<td>30’</td>
<td>3’</td>
<td>No**</td>
<td>As required to meet sound standards in Section 24.170</td>
</tr>
<tr>
<td>Manufactured Housing Park</td>
<td>All other uses</td>
<td>10’</td>
<td>5’</td>
<td>Yes</td>
<td>Fence 6’</td>
</tr>
</tbody>
</table>

### Buffer Type: D-2

| Commercial or Indoor Industrial / Business Park or Outdoor Industrial | Residential at Property Line | 5’ | Easement for access to maintain landscaping | No | Wall 6’ |
| | 5’ | No | Wall 6’ |
| | 10’ | No | Wall 8’ |

---

* Per Section 20.220(2), trade services and recreation including restaurants, gyms and office buildings must comply with Commercial Building Design standards which may be
allowed in "I" and "IP" zones. These type of uses will require building openings on facing walls.

** Overhead doors and openings to areas that contain noise or odor producing equipment, material or machinery are not allowed. Windows and doors into office type areas are.
Type D-1 Concept Sketch
Commercial/Industrial Buffering at Property Line

20 - 30' Building Setback [Park, Load, Access]
Landscape Screen and 6' Sight Obscuring Fence or Acoustical Wall
3' Buffer Strip

Dwelling Unit
Type D-2 Concept Sketch
Commercial/Industrial Buffering Option at Property Line

Type D-2
Commercial/Industrial Buffering Option at Property Line
See Schedule 23-4 for specific dimensions of maintenance easements

No Openings; No Signs; Material Requirement Building Wall Continues as Acoustic Wall

Maintenace Easement to Residential Owner
Residential Backyard Setback
Dwelling Unit

23.035 Type E: Parking Lot Landscaping and Screening

All parking lots, which for purposes of this Section shall include areas of vehicle maneuvering, parking and loading, shall be landscaped and screened according to the appropriate concept sketch and criteria, as follows:

(1) Screening at Required Yards. Parking abutting a required landscaped front or exterior yard shall incorporate a sight obscuring hedge screen into the required landscaped yard. The screen shall grow to be 18 inches higher than the finish grade of the parking area. The screen height may be achieved by a combination of earth mounding and plant materials. Elevated parking lots shall screen both the parking and the retaining wall. See Type E-1 Concept Sketch.
(2) **Screening Abutting Property Lines.** Parking abutting a property line shall be screened by a 3' landscaped strip according to Schedule 23-6. Where a zone buffer is required, the screening shall be incorporated into the required buffer strip, and shall not be an additional requirement.
Parking Lot Screening Abutting Property Line
Schedule 23-6

<table>
<thead>
<tr>
<th>Use of Proposed Parking</th>
<th>Use of Adjacent Property</th>
<th>Required Screening*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial or Industrial</td>
<td>Residential</td>
<td>6' sight obscuring fence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8'-12' height hedge screen</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>18&quot; height hedge screen</td>
</tr>
</tbody>
</table>

* The minimum width of required hedge screening is 3 ft. The screen area shall be 100% covered with living groundcover within 2 years.

(3) Landscape Standards. Parking lot landscaping shall be designed to create a canopy covering 50% of the parking lot surface area at maturity, through application of the following standards: Trees and landscaping shall be installed as follows and as shown in the Type E-2 Concept Sketch.

(a) To calculate tree canopy coverage at maturity, use canopy area for species as listed in the Approved Street and Parking Lot Tree List of Section 23.076.

(b) Each tree shall be provided a minimum of two (2) cubic feet of soil volume for each square foot of tree canopy at the projected maturity of the tree.
   i. Soil volume is to be calculated as the landscape area under the tree canopy, free of impervious surface or paving and measured at a minimum depth of 24 inches and a maximum depth of 36 inches.
   ii. For trees that have any impervious surfaces over a portion of a required soil volume, structural soil shall be used as an alternative material under the impervious portion of the required soil area in order to achieve the required soil volume calculation. See Article 30 for the definition of structural soils.

(c) Landscaping shall be designed so there are no more than 10 parking spaces between two parking lot trees. See Figure 23-1.

(d) The tree species shall be an appropriate large-canoped shade tree. Tree species must be consistent with parking lot suitability, parking lot island width, and overhead high-voltage power line suitability, as noted in the Approved Street and Parking Lot Tree List of Section 23.076.

(e) The tree shall be planted in a landscaped area such that the tree bole is at least three (3) feet from the back of the curb or paved area, but preferably midway between opposite sides of the parking lot island.
(f) The landscaped areas shall be planted with shrubs and/or living ground-cover to assure a minimum of 120 square feet of landscaped area per eight (8) parking spaces.

(g) Landscaped areas shall be evenly distributed throughout the parking area and parking perimeter to meet the required minimum ratio of 120 square feet per eight (8) parking spaces and 50% canopy coverage at tree maturity.
Figure 23-1 Parking Lot Tree Distribution
(h) Landscaped end islands shall be provided at the end of parking rows. End islands shall be a minimum of seven (7) feet wide to the inside of curb at a point adjacent to the midpoint of the adjoining parking space. They must be designed with sufficient length to provide for tree health and meet the required minimum ratio of 120 square feet per eight (8) parking spaces. When there are unique site constraints, the Director may authorize minor modifications to this requirement as shown in Figure 23-2, provided equivalent landscaping is provided elsewhere on site.

Figure 23-2 Landscaped End Islands

(i) Landscaped islands at compact parking stalls shall have a minimum internal width of seven (7) feet and a minimum internal length of 16 feet.

(j) That portion of a required landscaped yard, buffer strip or screening strip abutting parking stalls may be counted towards required parking lot landscaping but only for those stalls abutting landscaping so long
as the tree species, living plant material coverage and distribution
criteria are also met. Front or Exterior yard landscaping may not be
substituted for the interior landscaping required for interior parking
stalls.

(4) Landscaping Adjacent to Building. Development subject to the commercial
design standards of Article 20 and multi-unit dwellings of 5 units or more
shall comply with the provisions of this Subsection. See Figure 23-3.

(a) Where a building face does not abut a landscaped yard or public
sidewalk, landscape beds or planters at least five (5) feet deep shall be
incorporated adjacent to the building. If a concrete sidewalk with a
minimum depth of 10 feet is present adjacent to the building, the
landscape beds or planters may be located within the sidewalk area.

(b) The landscape beds or planters required in Subsection (a):

(i) shall be present along at least 30 percent of the building face
when a sidewalk is present, or

(ii) along the full building face when a sidewalk is not present,
except at points where pedestrian or vehicular access is
present, such as a door or a loading dock.

(iii) are not required along the building face of a service corridor,
service drive, or service courtyard that meets the requirements
of Article 20.

(c) Landscape planters between parking spaces or at the end of a parking
row do not count as part of the landscape bed or planter required by
this Section.

(d) Minimum landscape requirements per 1000 square feet of required
planter, or any portion thereof, shall be the following:

(i) Ten (10) five-gallon and twenty one-gallon shrubs or accent
plants.

(ii) Remaining area treated with living ground-cover, as defined in
Article 30. Coverage with shrubs and living ground-cover
shall be at least 50% upon installation and 90% after two (2)
years.
(e) In addition to the above requirements, any retail building 30,000 square feet or larger subject to this section shall provide all of the following along the façade. See Figure 23-4.

(i) A minimum 16-foot wide, 6-inch high raised concrete sidewalk along any building façade which faces a customer parking or circulation area.

(ii) Street trees selected from the Approved Street and Parking Lot Tree List shall be planted in accordance with the requirements of Section 23.070. The street trees shall be within minimum 5 foot by 5 foot planters and shall be located adjacent to the curb. Structural soils shall be installed under impervious surfaces to provide each tree two (2) cubic feet of soil per one (1) square foot of tree canopy at species maturity. Soil shall be installed at a depth between 24 inches and 36 inches. Structural soil is defined in Article 30.

(iii) The Director of Community Development may authorize minor variations to the rhythm, spacing and distribution of trees to enhance the relationship to the building face, provided the required number of trees is not reduced and the trees generally remain equally distributed along the building face, with trees no closer than 20 feet on center. See Figure 23-5.

(iv) Street trees shall be protected from contiguous perpendicular parking spaces by use of wheel stops or 2-1/2 feet of additional
sidewalk width between the tree and parking space as provided in Article 25.

**Figure 23-4. Additional Sidewalks and Landscaping for Retail Development 30,000 Square Feet or Larger**

<table>
<thead>
<tr>
<th><strong>Furnishing Zone</strong></th>
<th><strong>Pedestrian Zone</strong></th>
<th><strong>Frontage Zone</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Trees, Light Poles</td>
<td>Clear Pedestrian Path</td>
<td>Planters,</td>
</tr>
<tr>
<td>Trash Cans, Benches</td>
<td></td>
<td>Outdoor Seating,</td>
</tr>
<tr>
<td>Bicycle Racks, Flower Pots</td>
<td></td>
<td>Windows/Doors,</td>
</tr>
<tr>
<td>Benches</td>
<td></td>
<td>Canopy/Awning,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Façade</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treatments</td>
</tr>
</tbody>
</table>
Figure 23-5. Alternate Spacing of Trees Along Building Face for Retail Development 30,000 Square Feet or Larger

The top illustration shows the standard placement of trees at 25-foot intervals. The bottom sketch shows how the tree spacing could be revised to relate to building entrances.

(5) **Residential Screening.** Where a parking area or driveway would be located adjacent to a window on a residential building, the review body may require a hedge, mound, or other screen between the parking area or driveway and the window as per Type E-3 Concept Sketch.

(6) **Wheel Guards.** Parking lot landscaping shall be protected from damage by a secured wheel guard to prevent vehicles extending into landscaped areas.

(7) **Hedge Screening.** The hedge screen required in this Section shall be installed as follows:
(a) Evergreen shrubs of a species, initial size and on-center planting such that 50% of the desired screening is achieved in 2 years, 100% before 4 years, and the desired height is not exceeded.

(b) Living ground-cover in the screen strip such that 100% coverage is achieved within 2 years.

(8) Hardship Variance of Parking/Landscape Standards.

(a) For pre-existing lots with pre-existing development requiring a Development Permit, and unable to meet both the parking and the landscape provisions of this Code due to pre-existing lot and building configurations, the Director may authorize departure from the parking and landscape standards as follows: Required parking spaces reduced by up to 25%, required landscaped area reduced by up to 10%.

(b) No standards relating to size of plant materials, amount of living plant material coverage, or irrigation shall be reduced or waived. Any further reduction of parking or landscape standards shall require the Major Variance procedure as provided in Article 6.

<table>
<thead>
<tr>
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<th>Required Screening*</th>
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</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>18&quot; height hedge screen</td>
</tr>
</tbody>
</table>

* The minimum width of required hedge screening is 3 ft. The screen area shall be 100% covered with living groundcover within 2 years.
Type E-3 Concept - Parking Lot Landscape

Evergreen screen planting
3' wide, and minimum 8' - 12' High
sight-obsuring shrubs
Type F: Other Screening. Other screening and buffering shall be provided as follows:

(1) **Refuse Container Screen.** Except for single family detached dwellings, any refuse container or disposal area shall be screened from view by placement of a solid wood fence or masonry wall from five to eight feet in height. All refuse materials shall be contained within the refuse area.

(2) **Service Corridor Screen.** When adjacent to residential uses, commercial and industrial service corridors shall be screened with Type E-1 screening. Siting and design of such service areas shall be such as to reduce the adverse effects of noise, odor and visual clutter upon adjacent residential uses.

(3) **Light and Glare Screen.** Artificial lighting shall be so arranged and constructed as to not produce direct glare on adjacent residential properties or streets.

(4) **Mechanical Equipment.** Development subject to the commercial design standards of Article 20 shall comply with the provisions of this Subsection.

Mechanical equipment shall be located and screened in one or more of the following ways. *See Figure 23-6.*

(a) It shall be oriented toward a service drive, service alley, service corridor, or service courtyard meeting the requirements of Section 20.320 (*See Figures 20-11 & 20-13*), or screened from public view in the same manner as outdoor service areas as required in Subsection (5) of this Section. *See Figure 23-7.*

(b) It shall be located interior to the building, with all venting and exterior elements oriented toward a service drive, service alley, service corridor, or service courtyard meeting the requirements of Section 20.320 (*See Figure 20-11 & 20-13*), or screened from public view in the same manner as outdoor service areas as required in Subsection (5) of this Section. *See Figure 23-7.*

(c) It shall be located on the roof and screened from public ground level view with a parapet at least 6 inches taller than the equipment, or

(d) It shall be located on the roof and screened from public ground level view with a rooftop equipment screen set back from the exterior wall, at least 6 inches taller than the equipment, with materials, colors, and detailing similar to the primary building materials and design.
(5) **Screening of Outdoor Service Areas.** Development subject to the commercial design standards of Article 20 shall comply with the provisions of this Subsection.

(a) When the review body determines an outdoor service area cannot be oriented away from a public right-of-way or customer parking or circulation area per Section 20.320, the service area shall be screened with the following:

(i) A solid, opaque wood fence or masonry wall, or material with similar appearance, with a minimum height of 6 feet. The fence or wall shall be taller if necessary to screen the service functions from the right-of-way or customer parking and circulation area. It shall be at least 12 inches higher than the equipment it screens.

The fence or wall shall have materials, colors, and articulation similar to the primary building materials and design.
The fence or wall shall have a taller post or column a minimum of every 25 feet and where there is a change in height of the top of the fence or wall.

The fence or wall shall have a "cap" or "cornice" treatment with a finished surface that projects beyond the edge of the fence or wall surface, and the posts or columns shall have a "cap" or "capstone" treatment, such as a decorative top post feature or a finished surface that projects beyond the edge of the post or column.

See Figure 23-7.

(ii) A 10-foot deep landscape planter adjacent to the fence or wall, containing the plant materials that would be required for a Type B landscaped yard. If the fence or wall abuts a Type B landscaped yard, the requirements of this Subsection shall not be in addition to those requirements.
Fencing

(1) Fences in residential zones shall be subject to the following:

(a) Maximum height within required front yards: A fence up to four (4) feet in height (except decorative arbors, gates and similar features) may be placed on the property line. A fence up to four feet, 6 inches (4' 6'') in height may be placed a minimum of five (5) feet from the front property line (See Figure 23-8).

(b) Maximum height within required exterior yard: Six (6) feet with a minimum three (3) feet setback from the exterior property line. Three-foot setback area must be maintained with trees, shrubs or living ground-cover.

(c) The use of barbed wire or razor fences is prohibited in the residential zones and on the shared property line in other zones that abut residential zones.

(d) Maximum height within required interior yards: Six (6) feet (See Figure 23-9).

(e) Requirements for fencing in all zones shall also apply. See Section 23.037 (4)

Figure 23-8. Fence Profile
NOTE: Property owners are strongly encouraged to hire a licensed surveyor to locate property lines prior to the construction of a fence.

(2) Fences in commercial zones shall be subject to the following:

(a) Any fence over three (3) feet in height shall be located behind any required landscaped front or exterior side/rear yard.
(b) Maximum height within required interior yards: eight (8) feet, except electric fences as authorized under Section 23.037(5) may be ten (10) feet or two (2) feet higher than the perimeter fence, whichever is higher.

(c) Razor wire, barbed wire, and chain link fencing shall not be used between a building face and public right-of-way. Treatments such as decorative wrought iron should be used instead. *See Section 20.490(2)*

(3) **Fences in industrial zones shall be subject to the following:**

(a) Any fence over three (3) feet in height shall be located behind any required landscaped front or exterior side/rear yard.

(b) Maximum height in interior yards: Eight (8) feet, except electric fences as authorized under Section 23.037(5) may be ten (10) feet or two (2) feet higher than the perimeter fence, whichever is higher.

(c) Depending on use and location, razor wire, barbed wire and chain link fencing may not be permitted between a building face and public right-of-way. Refer to Section 20.220 of this Code for applicability of Commercial Design Standards to industrial zones. *See Section 20.490 (2)*

(d)

(4) **In addition, the following provisions shall apply to fencing in all zones:**

(a) A fence meeting required building setbacks shall not exceed the maximum height for structures in that zone.

(b) Where permitted, a fence over 7 feet high requires a building permit as required by the applicable Building Code.

(c) A fence with a height of up to 6 feet is permitted along a property line abutting an alley and within the alley setback, unless such a fence creates a visual obstruction.

(d) No fencing shall conflict with the requirements of the clear vision area for streets and driveways. Fencing within a vision clearance area shall not create a visual obstruction as defined in Article 30 of this Code.

(e) Fencing within the public right-of-way is permitted only upon issuance of a valid Encroachment Permit by the City Engineer.

(f) Fencing within a City Utility Easement (CUE) or other public easement is permitted only upon approval by the City Engineer.
(g) In cases where Code provisions conflict, structures required as part of a zone buffer—shall be subject to the applicable provision within Section 23.034 rather than the conflicting provision within this section.

(h) Every fence shall be maintained in a condition of reasonable repair and not be allowed to become or remain in a condition of disrepair including noticeable leaning or missing sections, broken supports, non-uniform height, and growing or noxious vegetation.

(i) Link fencing less than seven feet in height shall be constructed in such a manner that no barbed ends shall be at the top.

(j) Barbed wire and razor wire fences are prohibited in the following locations: at less than six feet above grade, within required zone buffer setbacks, and within the public right-of-way.

(k) Electric fences are prohibited, except as authorized under Section 23.037(5).

(5) Electric perimeter fencing is allowed in the General Commercial (GC) and Industrial (I) zones subject to the following:

(a) IEC Standard 60335-2-76: Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard No. 60335-2-76.

(b) Electrification: The energizer for electric perimeter security systems must be driven by a commercial storage battery not to exceed 12 volts DC.

(c) The electric charge produced by the electric fences upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

(d) Height: Electric fences shall have a height of 10 feet (or 2 feet higher than the perimeter fence whichever is higher) to prevent scaling both fences and shall be no further than 6 inches from the existing perimeter fence to ensure no accidental entrapment occurs between the fences.

(e) Warning signs: Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Perimeter Security Systems" at intervals of not less than sixty feet.

(f) Egress: All electric fences must have gates accessible for immediate egress and the charge deactivated and adhere to Oregon Structural
Specialty Coe 1004.5 (Outdoor areas).

(g) Access by city personnel: All locations with approved electric fences shall have a "Knox box" located on site and easily accessible by city personnel.

(h) Surveillance: Electric fences shall be part of a functioning security system and monitored 24 hours a day.

Figure 23-10. Fence on Retaining Wall
Retaining Walls

(1) A fence height shall be measured from the top of the fence to the lowest grade at the base of the fence. When a fence is located on top of a retaining wall, the height of the retaining wall shall not be included in the height measurement of the fence. See Figure 23-10.

(2) When the exposed portion of a retaining wall (measured from the top of the wall to the lowest finish grade at the base of the wall) exceeds 4 feet in height, the wall shall incorporate earth tone colors, wall surface treatments, and/or vegetative landscaping.

(3) A retaining wall(s) separated from another retaining wall(s) by less than 4 feet horizontally (measured from outside face to outside face) shall be considered one wall for the purpose of measuring height.

   See Figure 23-11.

(4) No retaining wall shall conflict with the requirements of the clear vision area for streets and driveways. A retaining wall within a vision clearance area shall not create a visual obstruction as defined in Article 30 of this Code.

(5) Retaining walls within the Slope Hazard District shall meet the applicable standards of Article 13 of this Code.

(6) Retaining walls shall meet applicable Building Codes.

(7) Retaining walls within the public right-of-way are permitted only upon issuance of a valid Encroachment Permit by the City Engineer.

(8) Retaining walls located within a City Utility Easement (CUE) or other public easement are permitted only upon approval of the City Engineer.

Figure 23-11. Multiple Retaining Walls Less Than 4’ Apart
23.040 Submittal Requirements

In accordance with the major site plan submittal requirements of Section 19.072, at the time of application for major site plan review the applicant shall submit:

(1) A landscape plan including items specified in Section 23.041 and an irrigation plan with the items specified in Section 23.042; or

(2) A Concept Plan including the items specified in Section 23.043, if the applicant has obtained prior approval from the Director of the Community Development Department to follow the optional concept plan process.

23.041 Landscape Plan. The required Landscape Plan shall include the following:

(1) Identification, location and trunk diameter (measured in inches 4.5 feet from ground level, of all existing trees with notations indicating whether they are to be removed or preserved in the development.

(2) Existing and finished grades, with sections showing cut and fill for areas to be excavated below soils containing organic matter.

(3) Indication of general drainage flow with arrows, and location of all surface drains and subsurface drain ways.

(4) Location of all required yards, screening and buffering areas, easements, and public rights-of-way, building foundations or pads, parking areas, walkways and other impervious surfaces, and all access ways and private streets.
(5) A schedule showing the percentage of impervious surface, landscaped area, and recreation open space, as a percentage of usable site area.

(6) Plant materials, including identity and spacing, using both symbol and schedule if necessary.

(7) Typical sections at building mass, planters in paved areas, landscape strips 10' in width or less, and landscaped berms, showing excavation, topsoil fill, finished grade, plant materials and irrigation.

(8) Other items needed to meet requirements of this Code, of landscape conditions resulting from Development Permit review.

(9) Residential landscape plans must indicate which one of the four landscape design type options will be installed.

(10) Methods for preservation of existing plant materials, as required in Section 23.052.

(11) Location and specifications of applicable soil requirements, as required in Sections 23.035 and 23.052.

23.042 Irrigation Plan: The required irrigation plan shall include the following:

(1) Location of connection to the public water main and location of stub-outs to separate landscape areas.

(2) Identification of the type of irrigation system to be used, the location of irrigation facilities, and coverage to be achieved by the irrigation system.

(3) An accompanying letter from the designer of the landscape plan stating that the design of the proposed irrigation system can provide irrigation sufficient to encourage deep rooting and for the health and survival of the tree and plant species specified in the landscape plan.

23.043 Concept Plan Option:

The applicant may utilize the Concept Plan option, if approval from the Director of the Community Development Department is obtained prior to application submittal.

(1) Concept Plan shall be submitted at time of application. Final, detailed landscape and irrigation plans must be submitted prior to issuance of the development permit.

(2) The Concept Plan shall include the following information:

(a) Location of all proposed landscape areas and square footage calculation of each area.
(b) Minimum number and size of the trees, 5-gallon, and 1-gallon shrubs to be planted in each landscape area.

c) Location and size of existing trees that are to be removed and the trees that are to remain.

d) Location of the irrigation service from the public water main, and location of the stub-outs to each landscape area.

(3) The landscape plan prepared in accordance with Section 23.041, and the irrigation plan prepared in accordance with Section 23.042 shall be submitted and approved prior to issuance of a building permit.

23.044 Coordination With Other Required Plans. The required landscape plan, irrigation plan, and concept plan may be combined with other plans required by this Code, such as the drainage plan, erosion control plan, and site plan, so long as all information required may be presented in a clear and understandable fashion. The irrigation letter required in Section 23.042 shall be submitted as a separate document.

23.050 General Landscape Design, Construction, and Maintenance Standards

All landscape and irrigation materials shall be designed, constructed, and maintained according to the standards of this Article and the following provisions:

23.051 Design

(1) Except single unit residences, duplexes and tri-plexes, all development shall provide an automatic underground irrigation system.

(2) The landscape plan shall specify landscape materials which will achieve required levels of coverage as specified in this Article.

23.052 Construction

(1) All landscaping materials and irrigation shall be installed according to approved plans.

(2) Preservation of Existing Plant Materials:

(a) The applicant shall provide methods for the protection of existing plant material to remain during the construction process. The plants to be saved shall be shown on the Landscape Plan or the Concept Plan and the method of protection shall be noted on the landscape plans. Example: Areas not to be disturbed can be temporarily fenced, as in snow fencing which can be placed around individual trees.

(b) Existing trees shall not have construction occur within the drip line, where possible. Trees to be saved shall be kept free from trunk
abrasion or soil compaction during construction. The landscape plan shall provide for the location and variety of replacement trees in case of the subsequent death of existing trees.

(c) Protection methods must be installed before construction activities (including any site clearing or grade changes). Protection methods must be in place until the end of development and construction.

(3) Soil Treatment in Landscaped Areas:

(a) All areas designated for required landscaping shall not be used as a waste dump or fill during the construction process and shall be excavated to proper depths to allow for required topsoil and/or structural soil depths. Excavation shall not occur within the dripline of trees protected for retention unless the excavation is performed by an International Society of Arboriculture (ISA) certified arborist. The arborist shall submit an accompanying letter explaining the need for excavation and the methods that will be used for excavation.

(b) All required landscape areas shall contain topsoil that is classified as a loam, sandy clay loam, or sandy loam soil. Soils devoid of organic materials, such as sand or decomposed granite, shall not be used for required landscape areas. Structural soils, as defined in Article 30, may be used as an alternative material under impervious surfaces to meet required soil volume calculations for parking lot trees. Soils within the dripline of trees protected for retention may not require replacement. If replacing soil within the dripline is proposed, the arborist letter referenced in Section 23.052(a) shall state the reasons why the soil needs to be changed.

(c) The landscape plan shall provide specifications indicating topsoil at a minimum depth of 12 inches for landscape areas, with 24 inches where trees are planted, and extending out to the mature canopy dripline. Mature compost shall be added to the topsoil at a rate of three (3) cubic yards per 1,000 sq.ft. of required landscaped area.

23.053 Maintenance

(1) All plant materials identified in the approved landscape plan shall be reasonably maintained. If any tree, shrub or living ground-cover dies or is relocated, it shall be the responsibility of the property owner to replace the landscaping, such that the landscaping continues to comply with the approved landscape plan.

(2) If plant materials have not achieved the required coverage over time as required by this code, then the property owner shall plant additional materials to achieve the required coverage.
(3) The property owner shall maintain the irrigation system in working condition to provide the irrigation necessary for the health and survival of the landscape materials.

23.060 Completion and Occupancy

23.061 Inspection Required

(1) The landscape installer shall arrange to meet with the City of Grants Pass Urban Forester at the completion of the project to verify proper installation of plant materials, topsoil and structural soil on all commercial and industrial use developments and multi-unit residential developments of five (5) units and above.

(2) Plant materials shall be inspected prior to planting to ensure that placement, quantity, size and variety conform to the approved landscape plan and the requirements of this Article. All plant specimens shall have the nursery tags identifying variety and species. All tags shall remain on plant specimens until final inspection.

(3) Final inspection shall be made following planting. Plantings contrary to the approved landscape plan shall not be approved.

(4) Inspection of the irrigation system shall be conducted prior to issuance of a Certificate of Occupancy. Water shall be turned on to demonstrate functionality of the system. Photos or videos may be submitted showing that the irrigation system is functional in lieu of a demonstration. For the health of the trees, it shall be demonstrated that the irrigation does not spray on the trunks or canopies of the trees.

23.062 Completion Required

(1) Approval of landscape installation is required prior to occupancy. However, for all development requiring a Landscape Plan, temporary occupancy permits may be issued prior to the complete installation and approval of all required landscaping if security equal to 110% of the cost of plant materials and labor as determined by the Director is filed with the City, assuring such installation within nine months of issuance of the temporary occupancy permit. An extension of three months may be granted by the Director when circumstances beyond the control of the developer prevents earlier completion.

(2) Prior to issuance of a Certificate of Occupancy, the applicant shall submit a letter from the contractor who installed the irrigation system, which states that the irrigation system was installed according to approved plans and is functioning as designed.

(3) Prior to issuance of a Certificate of Occupancy, the applicant shall submit a letter from the landscape contractor indicating the quantity, type and depth of required soils that were installed.
23.063 Completion Guarantee

(1) Required security may consist of a faithful performance bond payable to the City, cash, certified check, time certificate, or deposit, or builders/developers lending agency certification to the City that funds are being held until completion.

(2) If the installation of the landscaping is not completed within the required period, the security may be used by the City to either complete the installation, or the security may be held by the City and other enforcement powers employed to prevent final occupancy until such time as the improvements are completed. Upon completion of the installation, any portion of the remaining security deposited with the City shall be returned.

(3) The final landscape and irrigation inspection shall be made prior to any security being returned. Any portions of the plan not installed, or improperly installed, shall cause the inspection to be postponed until the project is completed or cause the security to be used by the City.

23.070 Street Tree Standards

23.071 Street Trees. All development fronting on public or private streets approved following the adoption date of this Code shall be required to plant street trees in accordance with the following standards. Street trees to be planted shall be chosen from the Approved Street and Parking Lot Tree List found in Section 23.076. Approval for the planting of alternate species or cultivars may be given by the Urban Forester.

23.072 Location for Street Trees. Street trees shall be located outside of street right-of-way except where there is a designated planting strip in the right-of-way, and as specified in requirements and restrictions in Section 23.030 and Section 27.313.

23.073 Spacing, Placement and Pruning of Street Trees. All tree spacing may be impacted by special site conditions, such as safety or location of utilities, which may impact the final placement of the trees. Any proposed special spacing requests due to unique site conditions shall be subject to the Director's review and requires a written explanation of the special site conditions.

(1) Small or narrow canopy trees (less than 20 feet wide at maturity) shall be spaced at intervals of 20 feet apart from trunk to trunk. Medium-sized canopy trees (20-30 feet wide at maturity) shall be spaced at intervals of 30 feet apart from trunk to trunk. Large-sized canopy trees (greater than 30 feet wide at maturity) shall be spaced at intervals of 40 feet apart from trunk to trunk.

(2) Trees shall not be planted closer than 25 feet from the curb line of intersections of streets or alleys, nor closer than 5 feet from private driveways (measured at the back edge of the sidewalk), or utility poles.
(3) The Director of Community Development may allow trees closer to specified intersections where intersections are signalized. No new utility pole location shall be established closer than five (5) feet to any existing street tree.

(4) Trees shall be planted at least 10 feet from premise services (water and gas meters, etc.), stormwater inlets, and fire hydrants. Premises services shall not be installed within 10 feet of existing trees. Any disturbance to existing street trees (including but not limited to root pruning) must be in accordance with the regulations of the City of Grants Pass Municipal Code Title 10.

(5) Street trees shall not be planted closer than 20 feet to light standards. Except for public safety, no new light standard location shall be positioned closer than 10 feet to any existing street tree, and preferably such locations will be at least 20 feet distant.

(6) In order to maximize canopy coverage, tree species and/or cultivars shall be planted in locations of appropriate width between curb and sidewalk, or other structures as listed below. Tree species and cultivars are listed for approved widths in the Approved Street and Parking Lot Tree List. Width is measured between:

(a) Curb and sidewalk for planter strips.

(b) Sidewalk and nearest building or other permanent structure for curb-tight sidewalks (sidewalks adjacent to curbs).

(c) Curb and nearest building or other permanent structure for unimproved rights-of-way without sidewalks.

(d) Street and nearest building or other permanent structure for unimproved rights-of-way without curbs or sidewalks.

(7) Where there are overhead power lines, tree species are to be chosen from the Approved Street and Parking Lot Tree List to not interfere with those lines.

(8) Trees shall not be planted within two (2) feet of any permanent hard surface paving or walkway. Space between the tree and such hard surface may be covered by nonpermanent hard surfaces such as bricks on sand, paver blocks, cobblestones, etc. This means that sidewalk cuts in concrete for tree planting shall be at least 4 X 4 feet to help allow for air and water into the root area.

(a) All trees in sidewalk conditions, public or private, shall have soil volume equal to two cubic feet of soil for each square foot of tree canopy. Structural soil and/or pervious paving materials may be used to satisfy this requirement.

(9) Trees, as they grow, shall be pruned to provide at least 8 feet of clearance above sidewalks and 15 feet above street roadway surfaces.
(10) Existing trees may be used as street trees if no cutting or filling takes place within the drip line of the tree. Sidewalks of variable width and elevation may be utilized to save existing street trees, subject to approval by the Director.

23.074 Replacement of Street Trees. Existing street trees removed by development projects shall be replaced by the developer with those from the Approved Street and Parking Lot Tree List. All replacement trees shall be a minimum of two (2) inch caliper measured six (6) inches above the root flare.

23.075 Exemptions. Exemptions from the street tree standards may be granted by the Director of Community Development on a case by case basis. Exemptions may be granted for example, if the location of a proposed tree would cause potential problems with existing utility lines, line of sight, etc.

23.076 Approved Street and Parking Lot Trees List. The City shall maintain this list on the City’s website. It shall be adopted by reference here.

Note: The use of a different tree not listed shall be approved by the Grants Pass Urban Forester.

23.077 Prohibited Street Trees. The following tree species are prohibited from use as street trees:

1. Salix spp - willows
2. Populus spp - cottonwoods/poplars
3. Palm Tree
4. Catalpa
5. Robinia pseudoacacia (Black Locust)
6. Liquidambar Styraciflua (Sweet Gum)
7. Ailanthus – (TREE OF HEAVEN); short lived, highly invasive

23.078 Street Trees Not Recommended. The following tree species are not recommended for use as street trees planted in the planter strips, for the reasons listed after each species. These trees may be planted if the problems are satisfactorily met and accepted by the owner, approved by the Parks Department, and so noted on the site plan. Some are desirable trees in the right situation.

1. Acer Negundo – (BOX ELDER); subject to wind damage.
2. Albizzia julibrissi – (SILK TREE); litter, aggressive roots.
3. Alnus rubra – (RED ALDER); short lived, brittle, favorite of tent caterpillars.
4. Sorbus aucuparia – (MOUNTAIN ASH); large crop messy fruits may be sidewalk hazard.
5. Fruit trees – litter
6. Nut trees - litter
Priority List of Trees to Retain. The following provides a list of trees in order of priority to be retained on properties when development occurs.

1. Ponderosa Pine
2. Incense Cedar
3. Sugar Pine
4. Douglas Fir
5. Black Oak
6. White Oak
7. Pacific Madrone
8. Big leaf Maple (Riparian Only)
9. Oregon Ash (Riparian Only)
10. Cottonwood (Riparian only)

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Article 25: Parking and Loading Standards

25.010 Purpose

The purpose of this Article is:

(1) to ensure adequate amounts of parking and loading facilities relative to land use type.

(2) to set minimum design standards for parking, access, and maneuvering areas which promote safe, clean, durable and efficient facilities.

(3) to locate parking facilities within practical distances of proposed uses.

25.020 Procedures and Compliance

Wherever a new or expanded building or use is proposed, a development permit or business license shall not be issued until compliance with this section has been met. A Parking Lot Plan shall be prepared and submitted for review and approved in accordance with the requirements of Section 27, Access. For land use requests requiring other actions, such as site plan review, the Parking Lot Plan shall be made part of the overall Site Plan.

25.030 General Provisions

25.031 Applicability

(1) Off-Street parking spaces shall be provided at the time:

(a) A new building is hereafter erected.

(b) The use of a building existing on the effective date of this ordinance is changed, or the building is enlarged for an existing use. A change in use shall provide parking as required for a new use. A new use is considered "changed" when the proposed use of an existing building or parcel requires a greater parking requirement (Section 25.040) than the previous use. If an existing use is enlarged, and the increase is less than 50% of the existing structure floor area, new parking spaces may be provided in proportion to the increase only. If an increase exceeds 50%, parking shall be provided for the entire structure in accordance with the requirements of this section.

(c) An existing dwelling unit is converted to a permitted use.

(2) Off-Street loading spaces shall be provided when:

(a) the use will require the receipt or distribution of materials by truck or similar vehicle, and
(b) a building is erected or structurally altered to the extent that the building's total floor area equals the minimum amount requiring an off-street loading space as specified in Section 25.041.

(3) All parcels and uses within the CBD zone are exempt from the space requirements of this Article, however, any voluntarily installed parking shall conform to the design standards of this Article.

(4) Required parking shall be available for the parking of passenger automobiles of residents, customers, patrons and employees only, and shall not be used for storage of vehicles or materials.

(5) The provision for and maintenance of off-street parking and loading spaces are the continuing obligation of the property owner.

(6) If parking space has been provided in connection with an existing use or is added to an existing use, the parking space shall not be eliminated if elimination would result in less space than is required by this article.

(7) Parking lots shall be maintained by the property owner or tenant in a condition free of litter and dust, and dead plant material. Parking lot trees shall be replaced if dead or damaged. Replacement trees shall be a minimum of two (2) inch caliper measured six (6) inches above the root flare.

(8) In the case of mixed uses, the total requirements for off-street parking space shall be the sum of the requirements for the various uses, unless joint use of parking facilities can be established consistent with Section 25.032(3).

(9) For all land divisions, any existing parking and maneuvering areas to remain on the property shall be surfaced in accordance with the provisions of this Code prior to final plat approval.

(10) **Loading Berths.**

(a) If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use.

(b) Off-street parking area used to fulfill the requirements of this section shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.

(11) **Compact Car Parking.** Not more than 35 % of the total parking spaces in a parking lot may be designated for compact cars. Minimum dimensions for compact spaces shall be 8 1/2 feet by 16 feet. Such spaces shall be signed and/or the space painted with the words "Compact Car Only".
Location of Parking and Loading Facilities. Parking as required by this ordinance is considered accessory to and part of the primary use of the lot. The location of the required parking shall be on the same lot, except as provided below. Except for voluntary parking facilities as provided in Section 12.131, Land Use and Procedure Schedule 12-3, parking for a use shall not be located in a residential zone unless that use is also a permitted use in the residential zone where the parking is provided.

(1) **Residential.** All off-street parking facilities for residential uses shall be located on the same lot as the use or on a parcel or tract owned in common by all the owners of the properties that will use the parking area. If parking is provided on a separate lot, an easement or shared parking agreement shall be recorded allowing use of the parking. On-street parking may be counted toward the minimum parking requirements when it is on the block face abutting the subject use. On-street parking counted toward the minimum requirement shall remain open and available to the public.

(2) **Other Uses.** For uses other than residences, parking spaces shall be located on the same parcel or on another parcel not farther than 500 feet from the building or use they are intended to serve, measured in a straight line from the building or use. Where parking is located on a parcel not owned by the applicant, a lease or other evidence of agreement shall be submitted to the Director that the use of the facilities is exclusively for the applicant. On-street parking may be counted toward the minimum parking requirements when it is on the block face abutting the subject use. On-street parking counted toward the minimum requirement shall remain open and available to the public.

(3) **Joint Use of Facilities.** The off-street parking requirements of two or more uses, structures or parcels of land may be satisfied by the same parking or loading space used jointly to the extent that it can be shown by the owners or operators of the uses, structures or parcels that their operations and parking needs do not overlap in point of time. If the uses, structures or parcels are under separate ownership, the right to joint use of the parking space must be evidenced by a deed, lease, contract or other appropriate written document to establish the joint use.

(4) **Front and Exterior Side Yards.** Required parking and loading spaces shall not be located in a required front or exterior side yards except as permitted in Section 23.030 of this Code.

25.033

**Design Standards.**

Parking as required by the Development Code is in addition to accessible parking requirements of the Oregon Structural Specialty Code.

(1) **Parking Space Dimension:**

   (a) Typical: 8 1/2 feet x 20 feet

   (b) Compact: 8 1/2 feet x 16 feet
(2) **Minimum Aisle Dimensions.** Minimum Aisle Dimensions shall be as shown in Sketch 25-1.

(3) **Surfacing.** All areas used for parking, driveways and maneuvering of vehicles shall have durable and dustless surfaces composed of one of the following:

(a) Asphalt

(b) Concrete

(c) Pervious surfacing materials such as concrete, grasscrete, or paved tire strips, following review and approval of the City Engineer. Engineered plans for pervious surfacing materials used in lieu of asphalt or concrete shall be based on the following:

(i) The pervious surfacing material shall have similar structural characteristics to asphalt or concrete, and shall be capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles.

(ii) Drainage shall not adversely affect the public right-of-way or adjacent properties.

(iii) The pervious surfacing material shall be maintained throughout its use so that it continues to function as originally approved by the City Engineer.

(d) Exceptions to the above for Commercial Outdoor Storage & Display are provided in Section 25.036 and exceptions for Residential RV Storage are provided in Section 25.037 below.

(4) **Drainage.** Adequate drainage shall be provided to dispose of the run-off generated by the impervious surface area of all parking, display and/or storage areas. Provisions shall be made for the on-site collection of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-way, and abutting private property. All drainage system must be approved by the City Engineer and shall be constructed in conformance with the Master Storm Drainage Facilities and Management Plan. (See Section 28.091)

(5) **Perimeter Curb.** All parking areas except those required in conjunction with a single or two-family dwelling shall provide a curb of not less than six inches in height along the perimeter of all parking areas.

(6) **Wheel-Guard/Bumper.** All parking stalls fronting a sidewalk, alleyway, street or property line, except for those required in conjunction with a single family or two-family dwelling, shall provide a secured wheel bumper not less than six inches in height nor less than six feet in length, to be set back from the front of the stall a minimum of 2 1/2 feet. A linear curb (continuous or in
short sections) may be used to fulfill this requirement provided that if adjacent to a sidewalk or landscape area, 2 1/2 feet of additional sidewalk or landscape width is provided to allow for vehicle encroachment.
Sketch 25-1: Minimum Aisle Dimensions
(7) **Turnaround.** Except for single-family and duplex dwellings, groups of more than two parking spaces shall be so located and served by an aisle or turnaround that their use will require no backing movements or other maneuvering within a street right-of-way, other than an alley.

(8) **Striping.** Lots containing more than two parking spaces shall have all spaces permanently and clearly marked.

(9) **Screening.** Off-street parking and loading spaces in groups of more than four (4) shall be screened and buffered in accordance with Section 23.035, Type E Landscaping, on each side which adjoins residential zoned property.

(10) **Lighting.** Parking lots that are illuminated shall contain lighting facilities that do not project light on any adjoining residential zone or onto passing motorists.

(a) Lighting shall not be located in landscape islands where parking lot trees are required and shall not be located within 20 feet of a required parking lot tree.

(11) **Loading Berth.** A loading berth shall contain a space 10 feet wide, 35 feet long and have a height clearance of 14 feet. Where vehicles generally used for loading and unloading exceed these dimensions, the required dimension of these berths shall be increased.

(12) **Service Drives.** Services drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress and maximum safety of pedestrians and vehicular traffic on the site. The number of service drives shall be limited to the minimum that will allow the property to accommodate and service the traffic to be anticipated. Service drives shall be clearly and permanently marked and defined through the use of markers on frontage not occupied by service drives. Service drives to drive-in establishments shall be designed to avoid backing movements or other maneuvering within a street, other than an alley. Through access from a commercial use to a residential street is prohibited unless provided by variance or other authorized provision of this Code.

(13) **Vision Clearance.** Service drives shall have a minimum vision clearance area formed by the intersection of the driveway center line, the street right-of-way line and a straight line joining said lines through points 20 feet from their intersection.

(14) **Extension into Street.** Parking spaces along the outer boundaries of a parking area shall be contained by a curb or bumper rail so placed to prevent a motor vehicle from extending over an adjacent property line or a street.

25.034 **Parking Lot Plan.** A Parking Lot Plan, drawn to scale, shall accompany development permit applications. The Plan shall show all those elements necessary to indicate that
the requirements of this Ordinance are being fulfilled and shall include, but is not limited to:

(1) Delineation of individual parking spaces.
(2) Circulation area necessary to serve spaces.
(3) Access to streets, alleys and properties to be served.
(4) Curb cuts.
(5) Type of landscaping, fencing or other screening materials.
(6) Abutting land uses.
(7) Grading, drainage, surfacing and subgrading details.
(8) Location of lighting fixtures.
(9) Delineations of all structures and obstacles to circulation on the site.
(10) Specifications of signs and bumper guards.
(11) Location of planter bays where required.
(12) Amount of floor area space applicable to the parking requirement for the proposed use.

25.035 Minimum Number of Space Requirements.

(1) Determining Need. When square feet is specified, the area measured shall be the combined floor area on each level of a building exclusive of vent shafts, court yards, stairwells, elevator shafts, restrooms, storage rooms and rooms designed and used for the purpose of storage and operation of maintenance equipment, and covered or enclosed parking areas. The number of employees shall include those working on the premises, plus proprietors, during the largest shift at peak season. Fractional space requirements shall be counted to the nearest whole space; half spaces will be rounded up.

(2) Parking Requirements for Uses not Specified. The parking space requirements for buildings and uses not specified in this article shall be determined by the Director, and such determination shall be based upon the requirements for the most comparable building or use specified herein. A decision of the Director may be appealed as provided in Section 10.030.

25.036 Outdoor Display & Storage Standards

(1) Surfacing shall be no less than ¾" gravel with fines (3/4 minus) with a minimum 6" depth of material, or as determined by a licensed engineer.
(2) Fire Access must be provided within 150’ of all portions of the Display and Storage area. Access roads must be engineered to support a vehicle load of 75,000 pounds. Fire access roads shall meet all requirements of the State Fire Code Section 503 as amended.

(3) The site and drainage plans shall be prepared by a licensed engineer and in accordance with Section 25.033(4).

(4) Driveway Approaches. All driveway approaches serving commercial display and/or storage areas shall be surfaced in accordance with Section 25.033(3) a minimum of fifty-feet (50’) in length from the public right of way and a width equal to the approach to prevent tracking of material and debris onto the right of way.

(5) Owners of such Outdoor Display & Storage areas are responsible for maintaining the lot in a manner that is free of ruts and holes and consistent with Article 24 of this code.

(6) Nothing in this section provides an exclusion from the required landscaping standards as provided by Article 23.

25.037 Residential RV Storage Standards

(1) Surfacing shall be no less than 3/4” gravel with fines (3/4 minus) in an appropriate depth to maintain a mud and dirt free surface.

(2) RV storage shall be set back at least twenty feet (20’) from the Right-of-Way.

(3) Storm water drainage shall be provided in accordance with Section 25.033(4).

(4) Nothing in this section provides an exclusion from the required landscaping standards as provided by Article 23.

25.040 Off-Street Parking and Loading Requirements by Use

Off-Street parking spaces shall be provided according to the following schedule:

25.041 Loading Facilities.

(a) Commercial, industrial, and public utility uses which have a gross floor area of 5,000 square feet or more, shall provide truck loading or unloading berths as follows:

<table>
<thead>
<tr>
<th>Square Feet of Floor Area</th>
<th>Number of Berths Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5,000</td>
<td>0</td>
</tr>
<tr>
<td>5,000 - 29,999</td>
<td>1</td>
</tr>
</tbody>
</table>
(b) Restaurants, office buildings, hotels, motels, hospitals and institutions, schools and colleges, public buildings, recreation or entertainment facilities and any similar use which has a gross floor area of 30,000 square feet or more shall provide off-street truck loading or unloading berths in accordance with the following table:

<table>
<thead>
<tr>
<th>Square feet of Floor Area</th>
<th>Number of Berths Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 30,000</td>
<td>0</td>
</tr>
<tr>
<td>30,000 - 99,999</td>
<td>1</td>
</tr>
<tr>
<td>1,000,000 and over</td>
<td>2</td>
</tr>
</tbody>
</table>

25.042 Parking Facilities

Parking as required by the Development Code is in addition to accessible parking requirements of the Oregon Structural Specialty Code.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Off-Street Parking Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Residential Uses</td>
<td></td>
</tr>
<tr>
<td>(a) Studio and one-bedroom dwelling unit</td>
<td>1.00 space per dwelling unit</td>
</tr>
<tr>
<td>(b) Two-bedroom dwelling units</td>
<td>1.50 spaces per dwelling unit</td>
</tr>
<tr>
<td>(c) Three- and four-bedroom dwelling units</td>
<td>2.00 spaces per dwelling unit</td>
</tr>
<tr>
<td>(d) Five or more bedrooms</td>
<td>3.00 spaces per dwelling unit</td>
</tr>
<tr>
<td>(e) Group Living, such as nursing or convalescent homes, rest homes, assisted living, congregate care, and similar special needs housing. Includes residential facilities.</td>
<td>0.5 space per 4 bedrooms</td>
</tr>
<tr>
<td>(f) Group Quarters</td>
<td>1 space per 2 bedrooms</td>
</tr>
<tr>
<td>(g) Manufactured dwelling park</td>
<td>2 spaces per manufactured home, plus one space for guest parking for each five manufactured homes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2) Commercial Residential Uses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Hotel</td>
<td>1 space per room</td>
</tr>
<tr>
<td>(b) Motel</td>
<td>1 space per room</td>
</tr>
<tr>
<td>(c) Clubs, Lodge</td>
<td>Spaces to meet the combined requirements of the uses being conducted such as hotel, restaurant, auditorium, etc.</td>
</tr>
</tbody>
</table>
(d) Bed and Breakfast/Vacation Rental Dwelling:

One space per guest room plus one space for the owner/innkeeper. No more than two vehicles are allowed in the driveway and only one vehicle is allowed in the street. Recreational vehicles must be parked in the driveway and are strictly prohibited from being parked in the street.

### (3) Institutional Uses

(a) Welfare or correctional institution:

One space per five beds for patients or inmates.

(b) Convalescent hospital, nursing home, sanitarium, rest home, home for the aged:

One space per two beds for patients or residents.

(c) Hospitals:

Two (2) spaces per bed.

### (4) Public Assembly Uses

(a) Religious Assembly:

One space for every three fixed seats or every seven foot of bench length, or every 28 sq.ft. where no permanent seats or benches are maintained in assembly areas.

(b) Library; reading room; museum; art gallery:

One space per 500 square feet of floor area.

(c) Day Care Facility:

One space per attendant in addition to residential parking requirements. Resident attendants are not counted in parking requirements for attendant parking.

(d) Elementary or Junior High School:

Two spaces for each teaching station plus one for every eight fixed seats or every 100 sq. ft. of seating area where there are no fixed seats in the auditorium or assembly area.

(e) High School:

Two spaces for each teaching station plus one for every four fixed seats or for every 50 sq. ft. of seating area where there are no fixed seats in auditorium.

(f) College: commercial school for adults:

Two spaces for each teaching station plus one space for every two students of design capacity.

(g) Other auditorium; meeting rooms; or theater

One space per 3 seats or 7 ft of bench length, or every 28 sq. ft. where no permanent seats or benches are maintained in assembly areas.

(h) Limited school service facility:

One space per 400 sq. ft. of floor area.

### (5) Commercial Recreation Uses

(a) Stadium; sports arena:

One space per 5 seats, or 10 ft of bench length.

(b) Bowling Alley:

Six spaces per line.

(c) Dance Hall; Skating Rink:

One space per 100 sq. ft. of floor area.
<table>
<thead>
<tr>
<th>(6) <strong>Commercial Uses</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Supermarkets; grocery stores, food stores:</td>
</tr>
<tr>
<td>(b) Services or repair shops, retail stores and outlets selling furniture, automobiles or other bulky merchandise where the operator can show the bulky merchandise occupies the major area of the building.</td>
</tr>
<tr>
<td>(c) Other retail stores except as otherwise specified herein:</td>
</tr>
<tr>
<td>(d) Medical or dental:</td>
</tr>
<tr>
<td>(e) Other office buildings, business and professional offices:</td>
</tr>
<tr>
<td>(f) Pharmacies:</td>
</tr>
<tr>
<td>(g) Establishments for the sale and consumption on the premises of food and beverages (restaurants and bars):</td>
</tr>
<tr>
<td>(h) Mortuaries:</td>
</tr>
<tr>
<td>(i) Taxicab dispatch offices:</td>
</tr>
<tr>
<td>(j) Transportation terminals:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(7) <strong>Industrial Uses</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Manufacturing establishment</td>
</tr>
<tr>
<td>(b) Storage warehouse; wholesale establishment; rail or trucking freight terminal:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(8) <strong>Other Uses:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Other uses not specifically listed above shall furnish parking as required by the Director. The Director shall use the above list as a guide for determining requirements for said other uses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(9) <strong>Exceptions:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A use listed in Item 6 (g) above existing at the time of passage of this Code may expand without meeting the full standards of this section, provided that additional off-street parking spaces are provided as follows:</td>
</tr>
<tr>
<td>Eating or drinking establishments:</td>
</tr>
</tbody>
</table>
25.050 Performance Parking Standards

25.051 Purpose. The purpose of this section is to provide a procedure whereby business proprietors and property owners have the option to determine parking needs based upon a performance evaluation. This section is intended to apply to unique or special uses where the prescriptive parking standard contained in Section 25.040 appears unrepresentative of actual parking needs and, therefore, creates a hardship on the property owner. It is not the intent of this section to circumvent the normal requirements of this Code, nor create substandard parking conditions.

25.052 Concept.

(1) The Performance Parking concept recognizes the need for flexibility in determining parking requirements for those uses which do not fit the standards contained in section 25.040 of this Code. The concept provides the property owner with an opportunity to determine parking needs based upon a submitted plan and the owner's ability to perform in accordance with the plan.

(2) The parking plan, as approved by the Site Plan Review Committee, is constructed and placed on probation for an 18 month period. During this period, the parking conditions are monitored to determine impact to surrounding property owners and streets. If it is determined that no impact has been created, the probationary period terminates and the use is declared in compliance with the ordinance. If an impact has been created, the remaining parking requirements must be constructed. To guarantee construction, security must be posted prior to issuance of the development permit.

25.053 Procedure. A performance parking application shall be processed according to the procedures in Schedule 2-1.

The procedure for submission, review and approval is designed to insure the general health, safety and welfare of the community while providing flexibility and minimizing time delays to the applicant.

(1) Application for Performance Parking Permit. A property owner or his designee may submit an application for a Performance Parking Permit to the Director. The application will be accepted and processed when all of the required information has been submitted.

(2) Information Required

(a) Application for Performance Parking and non- refundable fee.

(b) Off-Street Parking Plan. A Parking Lot Plan shall be prepared and submitted in accordance with Section 25.034 of this Code. If the proposed use involves the preparation of a Site Plan, the Parking Lot Plan may then be part of the Site Plan. The Parking Lot Plan shall show both the total off-street parking spaces as required in Section 25.040, and the location and number of the proposed spaces.
The difference between the total and proposed spaces is the amount of relief requested from the zoning ordinance, and is hereby referred to as 'deferred parking'.

(c) **Evidence of Off-Site Parking Facilities.** If any of the total spaces are to be located on a separate parcel, the applicant shall submit evidence as to the ownership of the parcel, availability of parking, and an agreement, lease, deed in escrow, option to buy, or other mechanism guaranteeing the parking with the other owner. Off-site spaces shall conform with the requirements of Section 25.030 of this Code. The use of the off-site parking facilities shall not reduce the number of spaces below the required number for the use occupying the site.

(d) **Undeveloped Facilities.** If any of the deferred parking is located on property which does not contain parking facilities developed to the standards contained in Section 25.030 of this Code, a security guarantee shall be provided for the cost of the facilities and shall be guaranteed for the duration of the probationary period.

(3) **Application Review.** Upon receipt of all required information, the Site Plan Review Committee shall review the request as to compliance with the purposes, intent and standards of this section, and shall report their findings to the Director.

(4) **Decision on Permit Request.** Based upon the submitted evidence and the findings of the site Plan Review Committee, the Director shall approve, approve with conditions, or deny the request.

(5) **Issuance of Permit.** The permit is issued for the duration of the probationary period. If future facilities are involved, the applicant shall sign a binding agreement and shall post security guaranteeing to construct all required parking in accordance with the approved parking plan. The permit is issued for the use as described on the application. Any enlargement, expansion or change of use of the building shall subject the property to the parking requirements contained in Section 25.030 and 25.040 of this Code.

(6) **Probationary Review.** The probationary period shall begin at time of issuance of Use and Occupancy Permit, or Business License, and run for a period not to exceed 18 months. At the beginning of the probationary period, property owners within 500 feet of the use or building, shall be notified of the request. During the probation period, site visits shall be conducted by staff to determine impacts, if any. At the end of probation period, property owners are notified again and asked to comment on the parking condition. Based upon the evidence gathered during the probationary period, the Director shall determine if the applicant has performed to his stated need.

(7) **Decision on Performance Evaluation.** Upon completion of the probationary period, the Director shall decide:
Whether the applicant has performed to his stated need, and therefore, complies with this Code. The permit, agreement and securities, if any, shall become null and void, or

Whether the use consistently generates greater parking demand than the applicant's stated need, and that the applicant has failed to perform to his stated need and must comply with the prescriptive standards contained in the Ordinance. The deferred parking facilities must now be constructed.

Appeal. Any aggrieved citizen may appeal the Director's decision as provided in Article 10 of this Code.

Standards. Applicant must conform to the normal requirements of this Code including lot design and materials, number of spaces and landscaping.

Parcel Size. Each affected parcel must be of minimum size to physically accommodate the total required parking and landscaping requirements as prescribed in Section 25.040. Exception to the requirement is provided for in Section 25.032, Location of Parking Requirements, of this Code, and subsection 25.054(2) below.

Off-Site Parking. If any of the total required parking is proposed off-site, applicant must comply with Section 25.032. Evidence must be provided that: the off-site facilities are exclusively available to the applicant for the duration of his use; the facilities are developed to the standards contained in Section 25.050 and use of the facilities will not reduce the amount of required parking available for any other uses. Evidence of proof must be in the form of a lease, deed, contract or any other written evidence acceptable to the Director.

Deferred Parking on Undeveloped Property. If any of the deferred parking is proposed on undeveloped property, the applicant must demonstrate:

(a) The development rights of the property are controlled by the applicant for the duration of the probationary period. Proof may take the form of a deed, deed in escrow, deed restriction, or any other instrument acceptable to the Director.

(b) The ability to install and cover all costs of the deferred parking. Prior to the issuance of the Performance Parking Permit, the Site Plan Review Committee shall determine all associated costs of the parking and shall receive a security guarantee from the applicant to be held by the appropriate jurisdiction for the duration of the probationary period.

Binding Agreement. Applicant to sign an agreement with the appropriate jurisdiction binding him to the terms of the Performance Parking Permit. The agreement commits the applicant to make all improvements as required and pertains to both the land and the parking facilities. The binding agreement
shall be implemented through the security guarantee and the possible forfeiture of any public service or facility.

25.060 Bicycle Parking Facilities

25.061 Bicycle Parking Facilities Required.

(1) Bicycle parking facilities shall be provided for all new multi-dwelling residential, institutional, commercial, industrial uses.

(2) Bicycle parking shall also be provided at the time an existing multi-dwelling residential, institutional, commercial or industrial use is changed, or the building or site is enlarged. A change in use shall provide bicycle parking facilities as required for a new use. A use is considered "changed" when the proposed use of an existing building or site requires more bicycle parking (Section 25.062) than the previous use. If an existing use is enlarged, and the increase is less than 50 percent of the existing structure floor area, new bicycle parking facilities may be provided in proportion to the increase only. If an increase exceeds 50 percent, bicycle parking shall be provided for the entire use in accordance with the requirements of this section.

(3) Lots within the Central Business District are not required to provide bicycle parking as part of development permit approval.

25.062 Required Number of Spaces. The uses requiring bicycle parking facilities, the required minimum number of bicycle parking spaces, and the percentage of those spaces that must be covered is specified in Schedule 25-2. The floor area of structures shall be determined the same as for vehicle parking in Section 25.035.

25.063 Bicycle Parking Facility Location.

(1) Required bicycle parking facilities shall be located no further than 50 feet from a public entrance.

(2) Bicycle parking facilities may be provided in a dedicated area within a building that is accessible for bicycle storage.

(3) Required bicycle parking facilities may be located within the public right-of-way or within a required building setback subject to approval from the review body and the governing body responsible for the right-of-way.

25.064 Bicycle Parking Facilities Design Standards.

(1) Bicycle parking facilities shall either be stationary racks which accommodate bicyclist's locks securing the frame and both wheels, or lockable rooms or enclosures in which the bicycle is stored.
(2) Bicycle parking spaces shall be at least 6 feet long and 2 feet wide. Upright bicycle storage structures are exempted from the parking space length standard.

(3) A 5 foot aisle for bicycle maneuvering shall be provided and maintained beside or between each row of bicycle parking.

(4) Bicycle racks or lockers shall be anchored to the surface or to a structure.

(5) Covered bicycle parking facilities may be located within a building or structure, under a building eave, stairway, entrance, or similar area, or under a special structure to cover the parking. The cover shall leave a minimum 7 foot overhead clearance and shall extend over the entire parking space. If a bicycle storage area is provided within a building, a sign shall be placed at the area indicating that it is for bicycle parking only.

### Schedule 25-2: Required Number of Bicycle Parking Spaces

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Minimum No. Required Bicycle Parking Spaces</th>
<th>Covering Requirements*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Uses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Dwelling Housing</td>
<td>1 sp. per unit</td>
<td>Type 2</td>
</tr>
<tr>
<td>Group or Transient Quarters</td>
<td>1 sp. per 5 beds</td>
<td>Type 2</td>
</tr>
<tr>
<td>Retirement Housing</td>
<td>1 sp. per 10 units</td>
<td>Type 2</td>
</tr>
<tr>
<td>General Institutional, Commercial, and Industrial Uses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&lt;1,600 sq. ft.</td>
<td>no spaces required</td>
<td>NA</td>
</tr>
<tr>
<td>1,600 sq. ft. to 3,999 sq ft</td>
<td>1 space</td>
<td>Type 1</td>
</tr>
<tr>
<td>&gt;4,000 sq. ft.</td>
<td>1 sp. per 10,000 sq. ft.</td>
<td>Type 3</td>
</tr>
<tr>
<td>Specific Institutional, Commercial, and Industrial Uses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary or Secondary Sch.</td>
<td>4 sp. per classroom</td>
<td>Type 1</td>
</tr>
<tr>
<td>Library, reading room, museum, art gallery</td>
<td>1 sp. per 2000 sq. ft.</td>
<td>Type 3</td>
</tr>
<tr>
<td>Recreation/Outdoor</td>
<td>1 sp. per 20 auto spaces</td>
<td>Type 1</td>
</tr>
<tr>
<td>Auto Service Stations, Drive-in Theaters, and other uses catering entirely to automobile traffic.</td>
<td>1 space</td>
<td>Type 1</td>
</tr>
<tr>
<td>Eating/Drinking Establishment</td>
<td>1 sp. per 2,000 sq. ft.</td>
<td>Type 3</td>
</tr>
<tr>
<td>Commercial Parking</td>
<td>1 sp. per 20 auto spaces</td>
<td>Type 3</td>
</tr>
<tr>
<td>Manufacturing Buildings</td>
<td>Same as for General Uses</td>
<td>Type 4</td>
</tr>
<tr>
<td>Storage or warehouse</td>
<td>1 sp. per 15,000 sq. ft.</td>
<td>Type 4</td>
</tr>
</tbody>
</table>

*Covering requirements are as follows:

---

City of Grants Pass Development Code  Article 25: Last Rev. 5/15/19  Page 25-17
Type 1: Parking need not be covered
Type 2: Bicycle parking must be covered if vehicle parking is covered.
Type 3: 50 percent of all spaces must be covered, exclusive of the first two.
Type 4: All spaces must be covered

25.065 Vehicle Parking Reduction

Any use providing covered bicycle parking facilities may reduce the number of required vehicle spaces as follows:

<table>
<thead>
<tr>
<th>Covered Bicycle Parking Spaces Provided</th>
<th>Allowed Reduction in Vehicle Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>4 or more</td>
<td>2</td>
</tr>
</tbody>
</table>

In no case shall the total number of vehicle parking spaces provided under this provision be reduced to less than four.
Concept Sketch 25-2: Bicycle Parking Facility
<table>
<thead>
<tr>
<th>DATE</th>
<th>ORD #</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/3/91</td>
<td>4700</td>
</tr>
<tr>
<td>5/19/93</td>
<td>4768</td>
</tr>
<tr>
<td>1/3/96</td>
<td>4848</td>
</tr>
<tr>
<td>3/6/96</td>
<td>4853</td>
</tr>
<tr>
<td>1/21/04</td>
<td>5209</td>
</tr>
<tr>
<td>4/20/05</td>
<td>5285</td>
</tr>
<tr>
<td>5/6/09</td>
<td>5487</td>
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<td>5/20/09</td>
<td>5489</td>
</tr>
<tr>
<td>11/12/14</td>
<td>5630</td>
</tr>
<tr>
<td>6/7/17</td>
<td>5714</td>
</tr>
<tr>
<td>5/2/18</td>
<td>5732</td>
</tr>
<tr>
<td>5/15/19</td>
<td>5759</td>
</tr>
</tbody>
</table>
Article 30: Definitions

30.010 Applicability

As used in this Code, the words and phrases contained in this Article shall have the following meanings:

30.020 Definitions

Abut: Contiguous to, as shown in Concept Sketch 30-Adjacent and Abutting. For example, two lots with a common property line or common property corner. However, "abut" does not apply to buildings, uses or properties separated by public right-of-way. See also "adjacent."

Access: The place, means or way by which pedestrian or vehicles shall have ingress and/or egress to a property or parking space.

(1) Primary: Provides the principal means of access to off-street parking areas and serves the general circulation needs of the property and development.

(2) Secondary: Provides incidental access to the property. Service drives are typical of secondary access facilities.

Access Control Line: A line or narrow strip of land that is recorded on a plat or other legal document across which vehicular and other specified types of access are prohibited.

Access Management: Measures regulating access to streets, road and highways from public roads and private driveways. Measures may include but are not limited to restrictions on the siting of interchanges, restrictions on the type and amount of access to roadways, and use of physical controls, such as signals and channelization including raised medians, to reduce impacts of approach road traffic on the mail facility.

Accessory Buildings: A building of less than 1,000 sq. ft. the use of which is subordinate to and consistent with the principal use of the property.

Accessory Dwelling Unit (ADU):

(1) A second dwelling unit created on a lot with a primary single-family detached house. The second unit is created auxiliary to, and is always smaller than the primary house. The ADU includes its own independent living facilities including provision for sleeping, cooking, and sanitation, and is designed for residential occupancy, independent of the primary dwelling unit. The unit may have a separate exterior entrance or an entrance to an internal common area accessible to the outside.

or
(2) A dwelling unit attached to a commercial building and on the same lot as a commercial use in a commercial zone, which is incidental, appropriate, and subordinate to the principal use.

**Accessory Use:** A use incidental, appropriate and subordinate to the principal use. See also "Principal Use."

Industrial accessory uses may include uses such as:

- On-site food service: primarily, but not exclusively, for employees of the business or businesses on the subject property, provided there is no separate dedicated building, outdoor advertising, or drive-through;

- On-site day-care: primarily, but not exclusively, for employees of the business or businesses on the subject property, provided there is no separate dedicated building or outdoor advertising;

- Other uses not permitted as principal uses in subject industrial zones, provided they are principally for the convenience of the on-site industrial use and employees, provided they do not function as a separate principal use, and provided there is no separate dedicated building or outdoor advertising.

**Access Way:** An unobstructed way of specified width containing a drive or roadway which provides vehicular access and connects to a public street.

**Active Solar Energy System:** See "Solar Energy System, Active."

**Adjacent:** Contiguous to a property boundary at a property line or property corner, or contiguous to a property line or corner as extended across an abutting right-of-way for an alley or street, as shown in Concept Sketch 30-Adjacent and Abutting.
Concept Sketch 30 - Adjacent and Abutting

Adjoin: Same as adjacent.

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 its entire premises at all times to any persons younger than 21 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 21 years of age are prohibited.

Agriculture: The cultivation of crops, and animal husbandry. Agricultural uses are of three types:

1. Intensive: Truck gardening and field crops; customary agricultural buildings, including plant nurseries and greenhouses; roadside stands only for display and sale of products raised on the premises; animals, including: public stables, kennels, and riding academies.

2. Non-Intensive: Gardening; accessory gardening buildings less than 1,000 square feet, including plant greenhouses for plant propagation; and including the keeping of animals as provided by Section 14.900 et seq.

3. Prohibited: Feed lots, Slaughter of animals.
Alley: A public way not over 30 feet wide providing a secondary means of access to private property.

Alter, Alterations: A change, addition or modification in construction or use of a building or structure.

Ambulance or Paramedic Service: A service for transporting the injured or sick or for providing emergency medical services before or during transportation to a hospital or clinic.

Amendment: A change in the text of the Code, or a change in the zone boundaries or district boundaries upon the zoning map or special district maps, or a change in the Comprehensive Plan text, Land Use Map or Urban Growth Boundary.

Apartment House: See "Dwelling, Multi-.

Appeal: A request that a final decision by the Director, Hearings Officer, Planning Commission or City Council be considered by a higher authority, either on the basis of a de novo hearing or with the inclusion of evidence in addition to the evidence considered by the maker of the initial decision.

Applicant: The owner of affected property, or such owner's duly authorized representative. The City Attorney may ascertain the sufficiency of the representative's alleged authorization by the owner to act as applicant on the owner's behalf.

Application: For purposes of this Code, application is defined as materials submitted, or required to be submitted under this Code.

Area of Shallow Flooding: A designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and intermittent; and, velocity flow may be evident. AO is characterized as sheet flow, and AH indicates ponding.

Area of Special Flood Hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letter A or V.

Arterial Street: A major street which functions primarily to move large amounts of traffic and is identified as an arterial street on the official street map.

Athletic Clubs: Recreation facilities containing one or more athletic activities which are primarily indoor in character.

Auto Service Station: Provision of fuel for any motor vehicles, together with performance of associated services for motor vehicles when performed as an accessory use.
**Bankfull Stage:** The stage or elevation at which water overflows the natural banks of streams or other waters and begins to inundate the upland. In the absence of physical evidence, the two-year recurrence interval flood elevation may be used to approximate the bankfull stage.

**Base Flood:** The flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the "100-year flood." Designation on maps always includes the letters A or V.

**Basement:** A space wholly or partly underground and having more than one-half of its height, measured from its floor to its ceiling, below the average adjoining finished grade.

**Basic Needs Facility or Site:** This land use type is to permit the provision of goods and services to meet the basic needs of unhoused persons or other persons needing assistance. Goods and services which may be provided include, but are not limited to, food, health care, clothing, warming center, housing technical assistance, and other supportive services. The target population for these goods and services is primarily unhoused persons and those at-risk of becoming unhoused. Others in need of assistance, such as travelers and migrants, may also be served. Goods and services will be provided by non-profit agencies, charitable organizations, and governmental agencies. Goods and services may be provided from buildings or open sites and may be year-round or seasonal. This land use type does not include shelter or housing.

**Beds or Banks:** The physical container of the waters of this state lying below bankfull stage.

**Bed and Breakfast Inn:** A use providing temporary overnight lodging and a morning meal (breakfast), for which monetary compensation is paid and received. Bed and Breakfast does not include other similar service uses, such as eating and drinking establishments, religious services, clothing sales or distribution outlets, health or limited care for needy individuals, boarding homes, group quarters, transient quarters, or rescue missions.

**Berm:** A man-made mound or small hill or earth used to deflect sound or used as a buffer in landscaping provisions to separate incompatible areas or to provide aesthetic enhancement in site design.

**Bicycle Parking Facilities:** Space and improvements dedicated exclusively for use of securing bicycles. They include, but are not limited to: marked spaces, structures including lockers, racks and enclosures, and areas providing maneuvering space for access to parking spaces and improvements.

**Bikeway:** A paved facility provided for use by cyclists. There are four types of bikeways:

- **Shared Roadway:** A type of bikeway where motorists and cyclists occupy the same roadway area.
Shoulder Bikeways: A bikeway which accommodates cyclists on paved roadway shoulder.

Bike Lanes: A section of the roadway designated for exclusive bicycle use.

Bike Paths: Bike lanes constructed entirely separate from the roadway, alone or in conjunction with pedestrian ways.

Block: An area of land containing one or more lots or parcels surrounded by streets, railroad rights-of-way, un-subdivided acreage or a combination thereof.

Board: Josephine County Board of County Commissioners.

Bond: Any form of security, including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City.

Buffer, Buffering: A landscaped area which provides a separation between potentially conflicting zoning districts, when developed as provided in Section 23.034, Type D.

Building: Any structure used or intended for supporting or sheltering any use or occupancy.

Building Envelope: That portion of a lot or development site exclusive of the areas required for front, side, and rear yards and other required open spaces and easements, and which is available for siting and constructing a building or buildings.

Building Line: A line on a plat indicating the limit beyond which buildings or structures may not be erected, or the minimum distance as prescribed by this Code between the front property line abutting a street and the closest point of the foundation of any building or structure related thereto.

Building Types: The description of buildings according to their placement and arrangement on a site or sites as follows:

(1) Nonresidential - That group of building types comprising the following:

(a) Detached: A single main building, freestanding and structurally separated from other buildings. (See Concept Sketch 30-Building Types.)

(b) Attached: Two or more main buildings placed side-by-side so that some structural parts are touching one another, located on a lot or development site or portion thereof. (See Code Concept Sketch 30-Building Types.)

(2) Residential - That group of building types comprising the following:

(a) Single Detached-One: One dwelling unit, freestanding and structurally separated from any other dwelling unit or buildings,
located on a lot or development site. (See Concept Sketch 30-Building Types.)

(b) **Single Detached-Two**: Two dwelling units located on the same lot that are not attached in any manner. (See Concept Sketch 30-Building Types.)

(c) **Duplex**: Two dwelling units placed so that some structural parts are in common and are located on a single lot or development site. (See Concept Sketch 30-Building Types.)

(d) **Single Attached**: Two or more dwelling units attached side-by-side with some structural parts in common at a common property line. (See Concept Sketch 30-Building Types.)

(e) **Multi-Dwelling**: A structure or complex of structures containing at least three dwelling units in any vertical or horizontal arrangement, located on a lot or development site. (See Concept Sketch 30-Building Types.)

(f) **Cottage Development**: A grouping of four to twelve small, single family dwelling units clustered around a common open space area and developed with a coherent plan for the entire site. Cottage units may have other shared amenities. The shared common area and coordinated design may allow densities that are somewhat higher than typical in single family neighborhoods possible while minimizing impacts on adjacent residential areas.

(3) The following commonly used terms are not considered building types for purposes of this Code:

(a) **Condominium**

(b) **Townhouse**

(c) **Apartment**
Concept Sketch 30 - Building Types
Building Official: The City Building Official.

Building Principal: A building within which is conducted a principal use permitted on a lot.

Calendar Year: The period of time from January 1 to December 31 inclusive.

Carport: A structure consisting of a roof with its supports and which is entirely open on two or more sides and is used for sheltering a motor vehicle.

Cemetery: Land use or intended to be used for the burial of the dead and dedicated for cemetery purposes, and which may include columbaria, crematories, mausoleums and mortuaries.

City Engineer: The City Engineer of the City of Grants Pass or his designee.

City Manager: See "Manager."

City Surveyor: An individual appointed to the office of Grants Pass City Surveyor who is responsible for performing the duties of such office in lieu of the County Surveyor as described by law.

Clearance: The highest point of the grade below a sign to the lowermost point of the sign.

Clinic: A building for the diagnosis and treatment of human patients, for periods not exceeding 24 hours, by a health care provider licensed by the State of Oregon, including doctors, dentists, surgeons, chiropractors, physical therapists, psychologists, and health counselors.

Code: Shall mean the City of Grants Pass Development Code.

Co-dominant: Trees with crowns forming the general level of the crown cover and receiving full light from above but comparatively little from the sides; usually with medium-sized crowns more or less crowded on the sides.

Collector Street: A major street which transports traffic from local streets to the arterial street system and is identified as such on the official street map.

Commercial: See "Trade Retail."

Compatible: To be used in determining the suitability of land uses within a zone and is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses. Compatible may include being made compatible through screening, fencing, traffic pattern and site plan design, restriction of building openings, building design, building setbacks or other design solutions.

Comprehensive Land Use Plan/Comprehensive Plan: An official document which establishes the future land use pattern and land use goals and policies for the City.
Condominiums: A type of residential development offering individual ownership of units and common ownership of open spaces and other facilities and regulated, in part, by State Law (ORS Chapter 100).


County Recorder: The Josephine County Clerk.

County Surveyor: An individual appointed or elected to the office of Josephine County Surveyor and who is responsible for performing the duties of such office as described by law.

Courtyard: A landscape area enclosed by two or more walls.

Coverage, Building: That percentage of the total lot area covered by buildings.

Criteria: General rules or tests on which a judgment or decision can be based.

Crown: Live branches and foliage of individual trees that results in shading beneath.

Cul-de-sac: A short street which has one end open to traffic and is terminated by a vehicle turn-around.

Cul-de-sac Bulb: The circular radius at the end of a cul-de-sac.

Cultural Exhibits: Museum-like preservation and exhibition of objects in one or more of the arts and sciences, gallery exhibition of works of art. Specifically excluded from this category are exhibitions where items displayed are available for retail sale (see “Trade, Retail.”)

Day(s): Shall mean calendar days, unless working days are specified, which shall mean Monday through Friday, exclusive of official City holidays.

Day Care: Care, supervision and guidance on a regular basis provided to five or more persons during part of the day, under appropriate local and State licensing. Day care is of two types:

(1) Family: Day care provided for fewer than 13 children (under 13 years of age), including children of the provider, in the living area of the provider's home, regardless of full-time or part-time status, which meets the requirements of ORS 418.805 through 418.885.

(2) Group: Day care provided in a place other than the recipient's home, excluding Family Day Care.

Dedication: The designation of land by its owner for any general or public use.
De Novo: A new hearing, usually without consideration of any previous hearing testimony.

Density: The number of residential dwelling units per acre of land.

Destination Resort: As defined in Goal 8, Recreational Needs, Oregon's Statewide Planning Goals, as may be amended from time to time (OAR 660, Division 15).

Development: Any man-made change to improved or unimproved real estate, including but not limited to construction, installation or change of a building or other structure, land division and partition, establishment or termination of a right of access, storage on the land, drilling and site alteration such as that due to land surface mining, dredging, paving, excavation or clearing.

Development Existing: Development existing or authorized by City permit at the time of application for a Solar Access Permit.

Development Permit: A permit issued by the Director for a development which is in compliance with this Code and the Comprehensive Plan.

Development Plan: Any plan adopted by the City Council for the guidance of growth and improvement of the City. The Council may make adjustments in any such plan from time to time to meet unanticipated problems and conditions affecting landowners or the public.

Development Site: A tract of land either undivided or consisting of two or more contiguous lots of record which, on the effective date of this Ordinance or subsequently, came under single or common ownership and continued to be so owned at the time a Development Permit was applied for.

Director: Director of the City Community Development Department, or his/her designee.

District: A portion of territory of the Urban Growth Boundary within which certain uniform regulations and requirements of this Code apply.

Dividing Land: See "Land Division."

Dominant Tree: Trees with crowns extending above the general level of the crown cover and receiving full light from above and partially from the side; larger than the average trees occupying the site and with crowns well developed.

Drainageway: A natural or manmade watercourse which has the specific function of transmitting natural stream water or storm runoff water from a point of higher elevation to a point of lower elevation and which conveys significant seasonal concentrations of water over the surface of the land.

Driveway: The driving surface that provides access internal to a lot or parcel, which has access to the public or private street that constitutes frontage. A driveway does
not constitute frontage. A driveway services only one lot or parcel, except where there are provisions for shared driveways and cross access easements. See definition of "Streets, Private."

**Duplexes:** A building under single or common ownership designed or used exclusively for the occupancy of two families living independently of each other and having separate housekeeping facilities for each family. See also "Building Type."

**Dwelling, Multi:** A building under single or common ownership designed and used for occupancy by three or more families, all living independently of each other, and having separate housekeeping facilities for each family. See also "Building Type."

**Dwelling, Single Family:** A building designed or used exclusively for the occupancy of one family and having housekeeping facilities for only one family, and if attached, under separate ownership from any attached dwelling. See also "Building Type."

**Dwelling Unit, Existing Residential:** A residential dwelling unit that is currently certified for occupancy, that was constructed as a new residential dwelling unit in accordance with the standards in effect at the time of its construction.

**Dwelling Unit, Residential:** One or more habitable rooms which are occupied or which are intended or designed to be occupied by one family with one housekeeping facilities for living, sleeping, cooking and eating.

**Easement:** A recorded interest in land owned by another that entitles its holder to a specific limited use or enjoyment.

**Eating/Drinking Establishments:** Uses providing facilities for consumption of prepared food and/or licensed beverages.

**Elevation, Average:** The average of the lot elevation on the northerly side of a structure and the lot elevation on the southerly side of a structure.

**Employees:** All persons, including proprietors, working on the premises during the largest shift at peak season.

**Family:** Any of the following:

1. An individual or group of persons not to exceed fifteen in number, related by blood, marriage or adoption;

2. An individual or group of disabled persons, not to exceed fifteen in number.

3. An individual or a group of not more than five persons (excluding servants) who need not be related by blood, marriage or adoption, living together in a dwelling unit.
Fee in Lieu Agreement: Replaces the Deferred Development Agreement. The agreement obligates the property owner to pay a one-time assessed fee for those public improvements associated with the property's street frontage. The assessed fee for public improvements is based on the street classification fronting the property. The agreement is duly recorded, remains with the property and guarantees the property owner(s) one-time assessed fee for those public improvements specified in the agreement are paid in full.

Fenestration: The arrangement or design of windows and doors in a building.

Final Action: A final determination made by the review body and accompanied by adopted findings, if required, and signed by the review body or its designee. See also "Oral Action" and "Findings."

Findings: Written statements of fact, conclusions and determinations based on the evidence presented in relation to the Decision Approval Criteria and accepted by the review body in support of a decision.

Flag Lot: A lot that has frontage on and primary access to a street by means of a flag pole (See Concept Sketch 30 - Flag Lot and Flag Pole).

![Concept Sketch 30 - Flag Lot and Flag Pole](image)

Flag Pole: That portion of a lot that is a narrow strip of land to provide primary frontage and access to the main body of the lot. A flag pole has a width at all points that is less than 50 feet or the width of the lot, whichever is less. The width of the flag pole at any point is less than the depth of the flag pole from the street right-of-way to that point (See Concept Sketch 30 - Flag Lot and Flag Pole).
Flood: Any high stream flow which overtops the natural or artificial bank of any part of a stream or river that covers land not usually under water. The Intermediate Regional or Base Flood (often referred to as the 100-year flood) is a flood with a one percent chance of occurrence in any given year. This flood is mapped by the Army Corps of Engineers and is used by the Federal Emergency Management Agency and the City of Grants Pass for purposes of regulating development within flood boundaries.

**Flood Fringe:** The area bordering the floodway and within the floodplain and which acts as a reservoir of flood waters.

**Flood Insurance Rate Map (FIRM):** The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

**Flood Insurance Study:** The official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary-Floodway Map and the water surface elevation of the base flood.

**Floodplain:** The combined area of the floodway and flood fringe as defined herein.

**Floodway:** The minimum area necessary for the passage of floodwaters, including the channel and adjacent land areas which must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot; or any area designated as a floodway on the Floodway Map, whichever is more restrictive.

**Flood Area:** The gross area, under roof, of all of the floors of a building, measured from the interior of exterior walls, excluding only space devoted to off-street parking or loading.

**Forestry:** Any commercial activity relating to the growing or harvesting of forest tree species, including, but not limited to:

(a) Reforestation;

(b) Construction and maintenance of roads specifically for the growing or harvesting of forest tree species;

(c) Harvesting of forest tree species;

(d) Application of chemicals as part of growing or harvesting forest tree species; and

(e) Disposal of slash.

**Forestry:** Individual or stand culture; pest management, thinning, fertilization, chemical applications, pruning or other at an individual tree or stand level.
Frontage: That portion of a property which abuts a street right-of-way.

Functional Classification: The description of streets by the relative importance of the movement and access functions. See “Streets” for specific descriptions of each street classification.

Future Street Plan: An approved street plan indicating the location of future streets within undeveloped or partially developed portions of the Urban Growth Boundary.

Garage, Private Parking: A structure having one or more tiers of height used for the parking of automobiles for the tenants, employees or owners of the property for which the parking spaces contained in or on said garage are required by this Code and which are not open for use by the general public.

Garage, Public Parking: A publicly or privately owned structure having one or more tiers of height, used for the parking of automobiles and open for use by the general public, either free or for remuneration. Public parking garages may include parking spaces for customers, patrons or clients which are required by this Code, provided said parking spaces are clearly identified as free parking space(s) for the building or use.

Garage, Repair: A building used for the care and repair of motor vehicles, including major and minor work such as body and fender work or engine and transmission overhaul, and incidental storage or parking of vehicles.

Goals: Statements identified as such in the Comprehensive Plan.

Governmental Bodies: Shall mean City, County, State and Federal Boards, Councils, Commissions and Agencies and the like. See also "Review Bodies."

Government Buildings: All buildings and structures defined in ORS 446.210 through 446.280 used by the public which are constructed, purchased, leased or rented in whole or part by the use of State, County or Municipal funds, or the funds of any political subdivision of the State; and to the extent not required otherwise by federal law or regulations or not beyond the power of the State to regulate, all buildings and structures used by the public which are constructed, purchased, leased or rented in whole or in part by the use of federal funds.

Grade, Finish: The final grade of paving, sidewalk or landscaped area at any given point upon completion of construction.

Group Care Home: Facilities licensed by the State of Oregon and the appropriate governing bodies providing convalescent or chronic care for periods exceeding 24 hours for elderly or physically dependent persons, or providing care and training on a daily basis for physically or mentally handicapped persons, for sixteen or more persons not related by blood, marriage or adoption to the administrator of such care and training.
Group Quarters: The residential occupancy of living units by groups of more than five persons who are not all related by blood, marriage or adoption, and where the communal kitchen and/or dining facilities are provided.

Habitable Floor: Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."

Half Street: Half of the width of a street, usually along the side of a subdivision where the remaining portion of the street could be provided in another subdivision.

Handcrafted Manufacturing: Merchandise produced using non-power equipment and tools, except for low-impacting household appliances, such as sewing machines, jigsaws, small drills and sanders. In no case can the equipment and/or material used in production result in noise, vibration or air or water quality impact in excess of locally adopted standards.

Hearings Officer: A contracted individual empowered with certain decision-making authority by this Code.

Height of Building: The vertical distance above a reference datum measured to the highest point of the roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building.

1. The elevation of the highest adjoining sidewalk or ground surface within a 5-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above lowest grade.

   When a building has a covered porch, covered deck, or other unenclosed covered space without an exterior wall, the outermost point of the unenclosed space shall be considered an exterior wall.

2. An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface described in Item 1 is more than 10 feet above lowest grade.

The height of a stepped or terraced building is the maximum height of any segment of the building.
Helipad, Medical: A landing and takeoff place for a helicopter for emergency medical services, such as patient transport.

Homeowners Association: An incorporated, non-profit organization operating under recorded land agreements through which each lot owner of a Planned Unit Development or other described land area is automatically subject to a charge for a proportionate share of maintaining a common property.

Home Occupation: An accessory use of a dwelling unit for gainful employment involving the manufacture, provision, or sale of goods and/or services. The primary use of the dwelling unit is residential.
**Hospitals:** Institutions devoted primarily to the rendering of healing, curing and/or nursing care which maintain and operate facilities for the diagnosis, treatment and care of two or more non-related individuals suffering from illness, injury or deformity, or where other healing curing and/or nursing care is rendered over a period exceeding 24 hours.

**Hospital, Small Animal:** See Veterinary Clinic.

**Hotel (Motel, Motor Hotel, Tourist Court):** A building or group of buildings used for transient residential purposes containing rental units which are used, rented or hired out for sleeping purposes.

**Indoor Recreation Area:** A room or rooms within an enclosed building which is designed and used for recreational purposes by the public and/or occupants of a residential development. Activities provided for within an indoor recreation area may include, but are not limited to, the following: indoor swimming pools, saunas, gymnasiums, exercising rooms, dance floors, tennis or handball courts, and games such as pool, ping-pong, shuffleboard, etc.

**Industrial:** The on-site production of goods excluding agriculture. Industrial uses are one of three types:

1. **Indoor:** Those light industrial uses that can be accomplished within a wholly enclosed building, that require no outside production and little or no outside storage of materials. Indoor Industrial uses refer to industrial production of previously processed or prepared materials, as follows:

   a. Production, processing, assembling, packaging or treatment of food products from previously processed materials; or

   b. Production, processing, assembling and packaging of finished products from previously prepared materials; or

   c. Manufacturing and assembly of electronic instruments and equipment and electrical devices.

2. **Outdoor:** Those heavier industrial uses that require open air production, processing and storage of materials. Outdoor Industrial uses refer to:

   a. The manufacturing, processing or assembling of semi-finished or finished products from raw materials.

   b. The retail or wholesale trade in bulk of hazardous materials.

3. **Prohibited:** Those industrial uses within the City of Grants Pass, as follows:

   a. Manufacturing of explosives.

**Intensity of Use:** See "Land Intensity of Use."
Intermediate Tree: Trees shorter than those in the Codominant and Dominant classes but with crowns extending into the crown cover formed by codominant and dominant trees; receiving little direct light from above and none from the sides, usually considerably crowded on the sides.

Irrigation System: Method of supplying water which can be manually or mechanically-controlled to a needed area.

Itinerant Use: (Repealed per Ord 5564) See Chapter 4 of the Municipal Code.

Kennels: A lot or premises on which three or more adult dogs are kept, whether by the owners of the dogs or by persons providing the facilities and care, whether or not for compensation. An adult dog is one that has reached the age of six months.

Kitchen: Any room used or intended or designed to be used for preparation of food and storage of food, including any room having a sink, and either a 3/4-inch gas opening or provision for a range or stove.

Laboratory, Medical: A laboratory that provides the processing and/or manufacture of medical products on an individual basis from another medical source, usually a health care provider. This includes, but is not limited to, a dental, blood, foot, radiology, and pharmaceutical laboratories.

Land, Intensity of Use: Relative measure of development impact defined by such characteristics as the number of dwelling units per acre, amount of traffic generated and amount of site coverage.

Land, Parcel of: Any quantity of land capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit.

Landscaping: Includes ground cover, trees, grass, bushes, shrubs, flowers and garden areas and any arrangement of fountains, patios, decks, street furniture and ornamental concrete or stonework areas.

Landscape Coverage: The degree to which living plant materials cover any given landscaped area, as measured no higher than six inches from the finish grade of the landscaped area.

Library: Collection of books, manuscripts, periodicals, and other media, etc., for study or reading, on-site or available for check out and circulation. A library may house meeting space as a secondary function. Specifically excluded from this category are exhibitions where items displayed are available for retail sale (see "Trade," "Retail.")

(1) Main branch. When there is one library in the library system, it shall be considered the main branch. When there is more than one library in the library system, the principal library, typically the largest facility
which serves as a hub for other libraries in the system, shall be
considered the main branch. Administrative functions for the library
system are typically housed in the main branch rather than
neighborhood branches.

(2) Neighborhood branch. When there is more than one library in the
library system, a secondary library, typically a smaller facility, which
acts as a satellite facility and serves a smaller neighborhood area, shall
be considered a neighborhood branch.

Living ground cover: Any variety of low-growing, trailing, non-invasive plants used
to cover the ground to provide protection of the soil from erosion, drought, and
weeds.

Loading Space: An off-street space or berth on the same lot with a main building or
contiguous to a group of buildings for the temporary parking of commercial vehicles
while loading or unloading.

Lodge: A lodge, club or fraternal organization, except those carried on as a business
for a profit, and excepting Group Care and Group Quarters uses.

Lot: Either a discrete unit of land for planning, zoning, use, and development
purposes, or subdivision lot, as the context dictates.

Lot Area: The total horizontal area within the lot lines of a lot.

Lot Authorized: A lot which is recognized by the City of Grants Pass as a discrete
unit of land for planning, zoning, use, and development purposes.

Lot Corner: A lot situated at the intersection of two intersecting streets, where the
interior angle of such intersection does not exceed 135 degrees.

Lot Coverage: The percent of a development site area covered by the vertical
projection of any structures or buildings.

Lot Depth: The average minimum horizontal distance between the rear lot line and
the front lot line, unless,

(1) the rear lot line is enclosed within a floodway, required stream setback, or
similar area not to be used for building and the applicant chooses to designate
the setback or floodway line to be the rear lot line; or

(2) the lot is a flag lot, in which case the lot depth shall be the average minimum
horizontal distance between the two lot lines most distant from one another.

Lot Interior: A lot other than a corner lot and having frontage on only one street.

Lot Line: The property line bounding a lot.
Lot Line, Exterior: Any Side or Rear Lot Line abutting a street or alley.

Lot Line, Front: A property line which abuts the street. Where two or more property lines abut a street, one shall be the Front Lot Line and all others shall be Exterior Side or Exterior Rear Lot lines, as appropriate. The choice of Front Lot line shall be the applicant's.

Lot Line, Rear: The record lot line or lines most distant from and generally opposite the front lot line, except that in the case of a triangular lot or lot with more than four sides, it shall mean a straight line 10 feet in length which is a) parallel to the front lot line or its chord and b) intersects the other lot lines at points most distant from the lot line. (See Concept Sketch 30-Rear Lot Line.)

Lot Line, Side: Any lot boundary not a front or rear lot line.

Concept Sketch 30 - Rear Lot Line

Lot, Net Width: For use in determining landscaping requirements based on frontage. The recorded width of the lot less the width of the driveway approach.

Lot of Record: See "Lot, Authorized."

Lot, Tax: A unit of land that has been assigned a lot number by the Josephine County Assessor, that may or may not be an authorized lot.

Lot, Through: A lot of record which has both a front and rear lot line abutting a street.

Lot, Unauthorized: A lot which is not recognized by the City of Grants Pass as a discrete unit of land for planning, zoning, use, and development purposes.

Lot Width: The diameter of the largest circle that can be inscribed within the property lines of a lot (See Concept Sketch 30 - Lot Width).
Concept Sketch 30 - Lot Width

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Code.

Maintenance: See Repair/Maintenance.

Major Zone District: The primary zone designation of property within the City such as R-1, GC or BP.

Makerspace/Innovation Hub: A community center or shared facilities that provide technology, manufacturing equipment and educational opportunities to the public, typically funded by membership fees or through affiliations with external organizations such as universities, for-profit companies, non-profit organizations and libraries.

Manager: The City Manager of the City of Grants Pass or his designee.

Manufactured Dwelling: A residential trailer, mobile home, or manufactured home.

Manufactured Dwelling Park: Any place where four or more manufactured dwellings are located within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person. "Manufactured Dwelling Park" does not include a lot or lots located within a subdivision which are being rented or leased for occupancy by no more than one manufactured dwelling per lot.
Manufactured Home: A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

Manufactured Home Space or Lot: A plot of ground within a manufactured dwelling park designed for the accommodation of one manufactured home, its accessory structures, parking spaces and required yard areas.

Manufactured Housing Park: A manufactured dwelling park.

Marijuana: (a) Marijuana means the plant Cannabis family Cannabaceae, any part of the plant Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae; (b) “Marijuana” does not include industrial hemp as defined in ORS 571.300.

Marijuana Business: “Marijuana Business” shall mean any of the following:

1. Marijuana processing sites; or
2. Marijuana dispensaries; or
3. Marijuana producers; or
4. Marijuana processors; or
5. Marijuana wholesalers; or
6. Marijuana retailers.

Medical Office: A business office directly associated with a licensed health care provider or providers for activities directly related to the health care, such as supplying, billing, and record keeping, but not providing diagnosis or treatment of patients.

Mobile Home: A structure constructed for movement on the public highways that has sleeping cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.

Mobile Home Park: A manufactured dwelling park.

Modular Home: A factory-fabricated transportable building designed to meet the Uniform Building Code, to be used by itself or incorporated with similar structures or units at a building site into a modular structure. The term is intended to apply to major assemblies and does not include buildings constructed at a site from prefabricated parcels, trusses and other prefabricated supplements. A "Modular Home" is not considered a "Manufactured Home."

Mortuary: Mortuaries, crematories, and funeral and interment enterprises, where human bodies are kept prior to cremation or interment.
Motel, Tourist Court: See "Hotel".

Motor Vehicle and Trailer Sales Area: A lot used for display, sale or rental of new or used motor vehicles or trailers.

Non-Conforming Building: Any building which lawfully exists prior to the effective date of this Code but which, due to the requirements adopted herein, no longer complies with the height, yard, area and/or coverage regulations, off-street parking requirements or other provisions of this Title.

Non-Conforming Lot: A parcel of land which lawfully existed as a lot on the effective date of this Code, or which is legally created after the effective date of this Code, but which in either case does not conform to the lot area and/or lot dimension standards for the zone in which it is located.

Non-Conforming Use: Any use which lawfully existed on the effective date of this Code but which, due to the requirements adopted herein, no longer complies with the schedule of permitted uses.

Noon: Noon solar time, when the sun reaches its highest position in the sky on January 21.

Northern Lot Line: A lot line or lines less than 45 degrees southeast or southwest of a line drawn east-west and intersecting the northernmost point of the lot, or, if no such line exists, the lot line the fewest degrees southeast or southwest of this east-west line. If the northern lot line adjoins an unbuildable area or areas (e.g. streets, alleys, public rights-of-way, parking lots, common areas) other than a required yard area, the northern lot line shall be northerly edge of the unbuildable area. (See Concept Sketch 30-Northern Lot Line.)

![Concept Sketch 30 - Northern Lot Line](image)

North-South Lot Dimension: A distance that represents the general length of the north-south axis of a lot. It is calculated as one-half the sum of the distances between: (A) the northernmost point on the northern lot line and the southernmost point of the southern lot line, and (B) the southernmost point on the northern lot line and the northernmost point on the southern lot line. The north-south lot dimensions...
of flag lots shall be measured excluding the flag pole portion of the lot. (See Concept Sketch 30-North-South Lot Dimension.)

North-South Lot Dimension = (A+B)/2

Concept Sketch 30 - North-South Lot Dimension

Nursing Home: See "Group Care Home."

Nuisance: A use, development or building on a parcel which is found to be dangerous, or a potential threat to the health, welfare and safety of the community, and which may be cited by the City Manager for civil action.

ODOT: Oregon Department of Transportation.

Offices: All offices maintained by business, professional and financial organizations and individuals for the performance of their business or profession, excepting repair/maintenance. Office uses are three types:

(1) **Professional**: Office uses for the practice of a profession, including any office performing personal or business services, excepting repair/maintenance services. Professional office uses include medical and dental clinics, but do not include small animal clinics, and do not include laboratories not incidental to medical/dental office or clinic operation.

(2) **Business**: Office uses provided for the conduct of business other than professional, excepting repair/maintenance services, and not involving retail or wholesale trade on the premises. See also "Trade, Wholesale."

(3) **Limited**: Professional or Business Offices, but only when abutting GC or CBD Zoning Districts by either (a) an interior side lot line or (b) an interior side and interior rear lot line. (See Concept Sketch 30-Limited Office.)
Concept Sketch 30 - Limited Office

Open Space, Recreational: Area on a lot that is suitable for recreational use such as play, picnics, gardens, or sports. While recreational open space generally contains pervious surfaces, it may include impervious surfaces necessary to the recreational activity such as decks or sports courts. Recreational open spaces may be any of the following:

(1) lawn or similar living ground cover that allows active recreational use. This does not include areas covered with decorative rock, landscaping bark, shrubs, or similar materials.

(2) decks, patios, balconies, picnic areas, gazebos, or similar facilities that are designed solely for recreation.

(3) active recreation facilities such as playgrounds, swimming pools, and sports courts.

(4) walking, jogging, biking, or similar trails, including adjoining natural areas. This does not include trails within a required exterior yard.

(5) cultivated gardens.

Open Space, Pervious: Area on a lot with surfaces permeable to water. This includes required landscaped yards, buffer areas, other landscaped areas, ponds, creeks, and other natural areas. It does not include streets, accessways, parking areas, areas covered by structures, decks, or areas covered by asphalt, concrete, or decorative rock.

Oral Action: The initial determination made by the review body at a public meeting or hearing, subject to the Final Action and adoption of findings. See also "Final Action" and "Findings."
Outdoor Storage: The keeping, in an unroofed area, of non-explosive materials, merchandise, goods and/or vehicles in the same place for more than 24 hours. Storage shall be screened with a solid fence or wall and shall not encroach into any required setback.

Owner: Where used in relationship to real property, the legal owner of record or, where there is a recorded Land Sales Contract in force, the purchaser thereunder.

Parapet or Parapet Wall: That part of any wall above the roof line as defined in Uniform Building Code, Oregon Edition.

Parcel: A partition parcel, a property line adjustment parcel, or a discrete unit of land for planning, zoning, use, and development purposes, as the context dictates.

Parking Area, Commercial: Privately or publicly owned property other than streets or alleys, on which parking spaces are defined, for use by the general public, either free or for remuneration, and not provided as part of a parking requirement for some other use.

Parking Area, Private: Privately or publicly owned property, other than streets and alleys, on which parking spaces are defined, designated or otherwise identified for use by the tenants, employees or owners of the property for which the parking area is required and not open for use by the general public.

Parking Area, Public: Privately or publicly owned property other than streets or alleys, on which parking spaces are defined, designated or otherwise identified for use by the general public, provided as a part of a parking requirement for an adjoining land use.

Parking Space: The minimum gross area available for the parking of an automobile as required by this Code.

Parking, Voluntary: A private parking area provided in a residential zone for use by a business or use on an adjacent lot in a commercial or industrial zone. Parking is provided voluntarily and is in excess of any parking spaces required by this Code. The number of spaces is not more than 50 percent of the number of spaces required for the use, or ten spaces, whichever is greater. Voluntary parking is of two types:

1) Local Impact: Voluntary parking involving ten or fewer spaces with no access to a street in a residential zone.

2) Area Impact: Voluntary parking involving more than ten spaces or access to a street in a residential zone.

Partition: Either an act of partitioning of land or an area or tract of land partitioned.

Partition Parcel: A single unit of land that is created by a partitioning of land.
Partition Land: To divide land into two or three parcels of land within a calendar year, but does not include:

(1) A division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots.

(2) A property line adjustment.

(3) The division of land resulting from the recording of a subdivision or condominium plat.

(4) A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes provided that such road or right-of-way complies with the Comprehensive Plan and ORS 215.213 (2)(q) to (s) and 215.283 (2)(p) to (r). However, any property divided by the sale or grant of property for state highway, county road, city street or other right-of-way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned.

Partition Plat: A final map and other writing containing all the descriptions, locations, specifications, provisions and information concerning a partition.

Party: Any person, organization, or governmental body, including the applicant, that appeared at a public hearing by submitting written or oral testimony concerning a particular application or matter, or who submitted written testimony concerning a particular matter or application during a noticed public comment period prior to a land use decision or limited land use decision.


Pedestrian Connection: A continuous, unobstructed, reasonably direct route between two points that is intended and suitable for pedestrian use. Pedestrian connections include but are not limited to sidewalks, walkways, pedestrian ways, stairways and pedestrian bridges.

Pedestrian Connector Route: A right-of-way dedicated and constructed to accommodate pedestrian travel between rights-of-way or properties.

Pedestrian Way: An access, trail, sidewalk, or similar path that accommodates pedestrian travel.

Pedestrian Way, Private: A pedestrian way that is located on private property.

Performance Standards: A measure of the quality of traffic operations at an intersection or roadway segment. Performance standards can include level of service, volume to capacity ratio, average stopped delay, and other methods of measurement.
Person: An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more people having a joint or common interest, or any other legal entity.

Personal Services: Services, the primary function of which is to enhance the appearance, health, or hygiene of individuals. Providing these personal services for the convenience of walk-in customers is the primary function. The sale of any product is accessory to these services. Typical uses include beauty and barber shops, professional masseuses, shoe repair shops, and coin operated laundries. Personal services do not include medical or dental offices or clinics.

Pharmacy: A retail store where medicines are compounded and sold. Not more than 25 percent of the floor area may be devoted to retail sale or rental of goods other than medicines, durable medical goods, or medical related products.

Planned Unit Development: A land development project comprehensively planned as an entity via a unified site plan which permits flexibility in building siting, mixtures of building types and land uses (provided those land uses are permitted in the underlying zone), usable open spaces and the preservation of significant natural features.

Planning Commission: The Urban Area Planning Commission, except that the Historical Buildings and Sites Commission may be substituted for the Planning Commission in Section 2, Procedures, and Section 10, Appeals, when referencing action by the Historical Buildings and Sites Commission under the Procedures or Appeals Sections.

Plat: A final subdivision plat, replat, partition plat, property line adjustment plat or map.

Pre-Existing Lot: See "Authorized Lot."

Preliminary Plan: See "Tentative Plan."

Premises: A lot, parcel or tract of land occupied, or to be occupied, by a building or unit or group of buildings and their accessory buildings.

Principal Use: The main use to which the premises are devoted and the primary purpose for which the premises exist. See also "Accessory Use."

Private Driveway: A driveway to serve residential premises.

Property: A unit or tract of land.

Property Consolidation: The creation of one unit of land where more than one unit of land previously existed.

Property Line: The legally recognized division line between two units of land.
Property Line Adjustment: The relocation of a common property line between two abutting properties, when recorded with the County Recorder by the appropriate parties, when such adjustment is done in accordance with the applicable standards in effect at the time of recordation.

Property Line Adjustment Parcel: A unit of land created by a property line adjustment.

Property Line Vacation: The removal of the property lines separating two units of land resulting in the consolidation of abutting properties.

Public Building: All buildings and structures used by the public that are constructed, purchased, leased or rented in whole or in part by the use of private funds, where the building or structure has a ground area of more than 4000 square feet or is more than 20 feet in height from the top surface of the lowest flooring to the highest interior overhead finish of the building or structure.

Public Facilities: This category includes public uses and facilities which are not defined separately under more specific definitions in this Article, such as 'Public Park' and 'Library.'

Except as provided below, public facilities that operate and function similarly to their private equivalents other than for their public ownership or occupancy, shall be reviewed using the procedures that apply to their private equivalents, if there is a commonly recognized equivalent, and if the public nature itself does not make the use location-dependent. Examples of these uses include: government/public offices, maintenance facilities, storage, etc.

(1) Public Facility, Location-Dependent: Government, public, or semi-public facilities and utilities which, by nature of their function, must be located relative to other facilities, areas, elements of the collection or distribution system, or natural or topographic features to function properly, whether they may have local impact or substantial impact. Any associated impacts are addressed through mitigation rather than zoning. If a facility could meet more than one definition (Location-Dependent Public Facility, Minor Public, or Major Public), the least restrictive shall apply.

Examples of Uses included in this definition include: Open-air utility substations and pumping stations, reservoirs and wholly enclosed pumping stations or utility sub-stations. It also includes municipal water or sewage treatment plants when separated from any residential development by a minimum 50-foot wide Type B landscaped buffer. Uses also include public safety stations and substations (police and/or fire) when necessary to serve a specific area or achieve needed response times to a specific area.

Examples of uses not included in this definition are other public uses that are included in the ‘Major Public’ and ‘Minor Public’ definitions. Those uses may have specific siting requirements, but they are not location-dependent in the
same manner as uses in this definition, and they have greater siting flexibility to function properly.

(2) **Public, Major:** Government or publicly owned facilities which have substantial impact, including materials storage or equipment repair facilities, warehouses, and detention and correction institutions.

(3) **Public, Minor:** Government, public or semi-public facilities and utilities which have a local impact upon surrounding properties.

**Public Need:** A conclusion based on presentation of factual evidence which demonstrates that a particular request for a change is in the best public interest for economic, social, and environmental reasons.

**Public Park:** A tract(s) of land set apart and devoted to the purposes of pleasure, recreation, ornament, light and air for the general public and under the management or control of a public agency. Parks may include playgrounds, recreation facilities, athletic fields, courts and open space. Uses generally occur outdoors, but buildings for indoor uses and enclosed spaces may be permitted by the Review Body as Accessory Uses. Parks are classified as Mini-Neighborhood, Neighborhood, Community, and Metropolitan Parks in accordance with the definitions found in the Parks and Recreation Master Plan for the City of Grants Pass Urban Growth Boundary.

**Quasi-Judicial Action:** An action which involves the application of adopted policy to a specific development application or amendment, as provided by this Code.

**Ramada:** A structure having a roof extending over a manufactured home or manufactured home space which is designed for protection of the manufactured home from sun and rain.

**Reasonably Direct:** A route that does not deviate unnecessarily from a straight line or involve a significant amount of out-of-direction travel for likely users.

**Recreation, Commercial:** Provision of sports, recreation and entertainment for both participants and spectators, provided both indoors and outdoors. Specifically excluded from this category are “Residential Recreation” and “Athletic Club” uses. Commercial Recreation uses are of two types:

(1) **Local Impact:** Commercial recreation uses conducted within an enclosed building with a capacity of 300 persons or less. Typical uses include theaters and meeting or banquet halls.

(2) **Area Impact:** Commercial recreation uses conducted outdoors, or conducted within an enclosed building with a capacity of over 300 persons. Typical uses include theaters, meeting or banquet halls, cinemas, theme parks, stadiums, miniature golf facilities, and zoos.
Recreation. Residential: Provision of recreation facilities for participants, with only incidental spectator use, such that compatibility with residential uses can be maintained. Residential recreation uses are of two types:

(1) **Local Impact:** Facilities for the private use of an individual family and non-paying guests, including members of a PUD. Typical uses include swimming pools, open space, club houses, or other recreational facilities located within a residential subdivision, PUD, or multi-family development.

(2) **Area Impact:** Facilities for use of the general public or membership of a private organization (where not a part of a PUD) which consist primarily of vegetative landscaping, or similar natural-appearing areas, and focus on outdoor recreation. Lands tend to have few structures, but accessory uses such as club houses, maintenance facilities, concession stands, etc. may be permitted by Review Body. Typical uses include golf courses, privately-owned parks and plazas, botanical gardens, and nature preserves.

Recreational Resort: As defined in Section 14.142 of the Josephine County Zoning Ordinance, as may be amended from time to time (Acknowledged Plan, December 1985).

Recreational Vehicle: A boat, camper, motor vehicle or portable vehicular structure capable of being towed on the highways by a motor vehicle, designed and intended for casual or short-term human occupancy for travel, recreational and vacation uses. If identified in some manner as a recreational vehicle by the manufacturer or registered as such with the State, it is prima facie a recreational vehicle.

Religious Assembly: The building and premises used for the conduct of regular religious services, such as customarily occur in synagogues, temples, mosques and churches. Specifically excluded from this category are schools, other than premises used for religious instruction during regular religious services. See also “Schools.”

Rental Unit: Any housing unit, which is occupied pursuant to a lawful rental agreement, oral or written, expressed or implied, which was not owned as a condominium unit or cooperative unit on the effective date of this Code. A condominium housing unit in a converted rental building for which there has been no acceptance of sale on the effective date of this Code shall be considered a rental unit.

Repair/Maintenance: A use whose primary function is the repair and maintenance of equipment, machines, and/or vehicles. Repair/Maintenance uses are of two types:

(1) **Commercial:** Repair and maintenance of household and personal machines and equipment, of light business machines and equipment, and of cars, pickup trucks and mobile homes.

(2) **Industrial:** Repair and maintenance of heavy business machines and equipment, large contractor and farm equipment, and of motorcycles, heavy trucks and truck and trailer tractors. A repair/maintenance use with any
industrial component shall be designated as an Industrial Repair/Maintenance use.

Replat: The act of platting the lots, parcels and easements in a recorded subdivision or partition plat to achieve a reconfiguration of the existing subdivision or partition plat or to increase or decrease the number of lots in the subdivision.

Reserve Strip: A strip of property, usually one foot in width, overlaying a dedicated street which is reserved to the City for control of access until such time as additional right-of-way is accepted by the City for continuation or widening of the street.

Residential Care: Services such as supervision, protection, assistance while bathing, dressing, grooming or eating, management of money, transportation, recreation and the providing of room and board.

Residential Dwelling Unit: See "Dwelling Unit, Residential."

Residential Care Facility: A facility licensed by the State of Oregon which provides residential care alone or in conjunction with treatment or training, or a combination thereof, for six or more individuals who need not be related. Staff persons required to meet State licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential facility.

Residential Home: A home licensed by the State of Oregon which provides residential care alone or in conjunction with treatment or training, or a combination thereof, for five or fewer individuals who need not be related. Staff persons required to meet State licensing requirements shall not be counted in the number of facility residents and need not be related to each other or to any resident of the residential home.

Residential Trailer: A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962.

Restaurant: An establishment where meals are prepared and served to the public for consumption either on or off the premises.

Retirement Housing: Housing for an older person as defined in the Fair Housing Act.

Review Body: The Director, Hearings Officer, Planning Commission, Historical Buildings and Sites Commission or City Council, whichever has authority for making a determination under the various provisions of this Code.

Right-of-way: The area between boundary lines of a street.

Rip Rap: The act of facing a stream bank with rock or similar substances to control erosion.
Road: A street.

Roadway: The portion or portions of a street right-of-way improved for vehicular traffic.

Rocks, cobble and gravel for landscaping: Includes rounded rock in various shapes and sizes from pea gravel to boulders; and various colored lava cinder. Does not include gravel typically used for driveways, such as "three quarter minus" (¾-) and decomposed granite.

Sale or sell: Every disposition or transfer of land in a subdivision or partition or an interest or estate therein.

School: Facilities for the instruction of children, youth and adults. School uses are of two types:

1) Public: Public, private or parochial, kindergarten, primary, secondary and high schools and colleges, including accessory administrative uses, but not child care facilities, except when operated in conjunction with a school.

2) Technical: Technical, business, trade, dancing, music or sports schools, including accessory administrative uses.

Self-Storage: A commercial facility in which customers can rent space to store possessions; or

A storage facility in a residential neighborhood or development which, in accordance with Section 14.720, is only available for use by the residents of that neighborhood or development.

Service Station: An establishment selling fuel and oil for vehicles; selling, servicing and installing tires, batteries, accessories and related products; furnishing minor repair and service when conducted entirely within an enclosed building, and at which incidental services are conducted. "Minor repair and service," as used in this definition, shall be understood to exclude activities such as painting, bodywork, steam cleaning, and/or tire recapping.

Service Driveways: Any driveway constructed, installed, maintained in or over any portion of the public right-of-way for the purpose of ingress and egress of vehicles from the street to the property abutting the street.

Setback: The minimum allowable horizontal distance from a given point or line of reference, which for purposes of this Code shall be the property line, unless otherwise stated, to the nearest vertical wall of a building or structure, fence, or other elements as defined by this Code.
Shade: A shadow, except a shadow caused by a narrow object, including but not limited to such narrow objects as a utility pole, antenna, wire, flagpole or reasonable-sized chimney or flue.

Shade Point: The point on a structure that would cast the highest shadow at the northern lot line at noon on January 21. (See Concept Sketch 30-Shade Point and Shade Point Height.)

![Concept Sketch 30 - Shade Point and Shade Point Height](image)

Shade Point Height: The vertical distance between the shade point and the finished grade at that point. If the shade point is on a ridgeline that runs generally north-south, then the shade point height is one-foot less than what otherwise would be the shade point height. (See Concept Sketch 30-Shade Point and Shade Point Height.)

Shelter Facility or Site: This land use type is to provide temporary shelter for unhoused persons. The use may include emergency shelter in response to disaster events or severe weather (extreme cold or heat). Shelter type may include stick-built or temporary structures, existing or new structures, tents, RVs, camp trailers, and purpose-built shelters such as “Pallet Shelters.” Food service, medical aid, and other supportive services may be provided. Sanitation and security must be provided.

Side-Loaded Garage: A garage that is located perpendicular to either a front or exterior yard where a minimum of twenty (20) feet of paved area is located in front of the garage entrance.
Site: That parcel of real property in common ownership, notwithstanding that the particular application may be for development of a portion of the site only. Conveyance of less than fee title to different persons, such as by ground lease, shall not operate to prevent the requiring of site design review of the entire parcel.

Site Plan: A plan, prepared to scale, showing accurately and with complete dimensions, all the uses proposed for a parcel of land and other information as required by specific sections of this Code.

Solar Access Permit: A document that describes the maximum permitted height of non-exempt vegetation on properties to which the permit applies to protect solar access on the property of the permit applicant, to the extent authorized by the City. A Solar Access permit shall include, but is not limited to, the legal description of the properties benefited and restricted by the Permit and copy of the sun chart, solar access permit height limitations, and information listed in The Solar Access Permit Height Limitations (Solar Envelope) of the solar energy system.

Solar Access Permit Height Limitations: A series of contour lines rising in four-foot increments at an angle to the south not less than 27 degrees from the horizon (the altitude of the sun on January 21 at noon) and extending at an angle not greater than 55 degrees (the azimuth of the sun on March 21 and September 21 at 9 AM and 3 PM, respectively) east and west of true south, parallel to and beginning at the bottom edge of a solar energy system for which a Solar Access Permit is requested.

Solar Building Line: A line designated on a lot south of which residential structures are precluded. The purpose of this line is to allow construction of a higher shade point on the lot to the south than would otherwise be allowed (See Concept Sketch 30-Solar Building Line).
Concept Sketch 30 - Solar Building Line

Solar Energy System: A device or combination of devices or elements that rely on direct sunlight as any energy source, including but not limited to a substance or device that collects sunlight for the following uses: heating or cooling of a structure or building; heating or pumping of water; or, generating electricity. A solar energy system may be used for purposes in addition to collecting solar energy, including but not limited to serving as a structural member or part of a roof or a building or structure and serving as a window or wall. A south-facing wall of a habitable structure is a solar system to the extent it is unshaded.

Solar Front Line: A line used to determine the solar orientation of a lot. It is the same as the front lot line, except in the following cases:

1. For a curved front lot line, a line that connects the endpoints of the curve.

2. For a lot with more than one frontage, the exterior lot line that runs closest to east-west.

3. For a flag lot, the side or rear property line, exclusive of the flagpole, that runs closest to east-west. (See Concept Sketch 30-Solar Front Line)
Solar Heating Hours: The hours and dates during which solar access is protected under a Solar Access Permit, not to exceed those hours and dates when the sun is lower than 27 degrees altitude or greater than 55 degrees east or west of true south.

Solar Setback: A line parallel to the northern lot line which is the minimum distance that the shade point of a structure shall be set back from the northern lot line.

Solar Sunchart: A photograph or photographs, taken in accordance with guidelines issued by the Director, which plot the position of the sun during solar heating hours. The sunchart shall contain, at a minimum, the southern skyline as seen through a grid which plots solar altitude for a 42-degree northern latitude in 10-degree increments and solar azimuth measured from true, south in 15-degree increments. If the solar energy system is less than 20 feet wide, a minimum of one sunchart shall be taken from the center of the bottom edge of the system. If the solar energy system is wider than 20 feet, a minimum of two suncharts shall be taken, one from each end of the bottom edge of the system.

Solar Energy Systems, Active: Utilizes heat collection which is separate from the area being heated, with a mechanical method of transferring heat between the two areas.

Solar Energy System, Passive: Requires no external energy input to collect and disperse solar heat. In new building design this means utilizing site design, building orientation, window placement, insulation, vegetation, etc. to heat and cool a
building. Passive solar systems may also include the addition of such solar collectors as greenhouses, water traps, improved insulation or other weatherization techniques.

**Southern Building Line:** A line establishing the southernmost location for a structure on a lot.

**Southern Lot Line:** A lot line or lines less than 45 degrees southeast or southwest of a line drawn east-west and intersecting the southernmost point of the lot, or, if no such line exists, the lot line the fewest degrees southeast or southwest of this east-west line.

**Special Purpose District:** Overlay zone designations which set forth specific land use regulations in addition to the standards of the underlying Zoning District.

**Special Use Permit:** A land use permit issued by the Grants Pass City Council to authorize one or more of several uses specific to meeting the needs of unhoused persons, or those at-risk of becoming unhoused. The uses that may be authorized by this permit are: 1) Shelter Facility or Site, 2) Supportive Housing – Type A, and 3) Supportive Housing – Type B. These land uses are defined in Article 30 – Definitions. Approval of a Special Use Permit uses the Type IV-A land use application and review process. See Article 14 – Special Uses for more information.

**Staff:** An employee or employees of the City of Grants Pass.

**Stand:** A hard-surfaces area within a manufactured home space or lot designed for placement of a manufactured home.

**Story:** That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the top story shall be that portion of a building included between the upper surface of the top floor and the ceiling above. If the finished floor level directly above a basement or cellar is more than six feet above finish grade, such basement or cellar shall be considered a story.

**Story, Half:** A basement or cellar, except as provided in this Code, which has less than six feet of its height above finish grade.

**Street Plug:** An area of land that is dedicated to the public for a future street or other specified purpose, over which current access is prohibited or specifically limited.

**Streets, Public:** Those designated on the City of Grants Pass Official Street Map.

1. **Cul-de-sac:** A local street with only one outlet and having an appropriate terminal for safe and convenient turnaround of vehicles.

2. **Hammerhead street:** A dead-end street that terminates in a turn-around other than a circular cul-de-sac, usually shaped like a “T” or a “Y”. Typically these are private streets, and are used only where use of a circular cul-de-sac is impractical.
(3) **Loop Street**: A local access street with outlets that begin and end on the same street. Typically, they serve 100 dwelling units or less, and are less than 1200 lineal feet in length.

(4) **Local**: A street intended to provide direct access to other streets from individual properties and allow traffic movement within a neighborhood.

(5) **Local Collector**: A street intended to move traffic from local roads to collectors or arterial. A local collector services a neighborhood or large subdivision.

(6) **Collector**: A street intended to collect and transport traffic from a varying number of local neighborhoods to arterials, and having a minimal number of controlled access points, and which may have two or more travel lanes.

(7) **Arterial**: A street intended to transport large quantities of traffic in an efficient, rapid manner, and having a minimal number of controlled access points.

**Streets, Private**: A private street constitutes frontage and may serve more than one lot or parcel. Private streets may be accessed by driveways. See definition of “Driveway”.

**Structural Soils**: A blended mix of angular, open-graded (i.e. all the same or similar size) rock, clay, stabilizer, and water that, when correctly and lightly compacted, supports traffic loads and healthy tree root growth. Specifications adopted by reference as listed on the City of Grants Pass website.

**Structure**: Anything built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. This includes, but is not limited to, carports, swimming pools, hot tubs, permanent signs, above ground gas or liquid storage tanks, fences, railings, sheds, manufactured homes, antennae, satellite dishes, well pump houses, mechanical equipment, and portable buildings. It also includes tents, awnings, stands, carts, and tables, except those used temporarily for an itinerant use. It does not include portable items solely for sale or temporary storage on the premises, including manufactured homes, portable buildings, and vehicles.

**Subdivide Land**: To divide land into four or more lots within a calendar year.

**Subdivision**: Either an act of subdividing land or an area or tract of land subdivided.

**Subdivision Lot**: A single unit of land that is created by a subdivision of land.

**Subdivision Plat**: A final map and other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision.

**Supportive Housing – Type A**: This land use type is for the provision of transitional housing where a full range of supportive services are provided. Sanitation and
security must be provided. This housing is intended for relatively short-term occupancy. The expectation is to serve persons either unhoused or coming from a shelter and provide housing and support services that will enable moving people to a longer-term housing situation. The housing in this use category must meet the building standards set out in the 2017 Oregon Transitional Housing Code (as it may be revised).

**Supportive Housing – Type B:** This land use type is for the provision of a permanent housing facility where a full range of supportive services are provided. Sanitation and security must be provided. This housing is intended for relatively longer-term occupancy. However, the expectation is the client population would eventually move on to other longer-term housing where supportive services are no longer necessary. The housing in this category must meet the building standards set out in the 2019 Oregon Specialty Code (as it may be revised).

**Supportive Services:** The range of services included in this category will vary depending upon the needs of the client population but typically includes employment assistance, counseling, job training, on-site medical aid, and/or financial services. Services at a minimum should provide for basic needs but may include more extensive and complex services.

**Tax Lot:** See "Lot, Tax."

**Tentative grading plan:** A grading plan submitted with the application and used for public review. It shall be drawn at a scale of either 1:50 or 1:100 and indicate intervals of 5 feet. It shall indicate cuts, fills, and retaining walls, and shall be replaced with a final grading plan.

**Tentative Plan:** A map showing the proposed layout of a property line adjustment, partition, subdivision, or planned unit development.

**Tourist Court, Motel:** See "Hotel."

**Townhouse:** Two or more common wall single family dwelling units, each unit of which is built upon an individually owned subdivided or partitioned lot or parcel.

**Trade, Retail:** The distribution, retail sale and/or rental of goods. Retail trade may include Wholesale trade and Handcrafted Manufacturing, but only as an accessory use to retail trade, when retail trade is the dominant use. In no case shall retail trade include manufacturing or assembly, except in the case of handcrafted items crafted for sale.

1. **Ground Floor Level:** Handcrafted Manufacturing or Wholesaling uses shall not exceed more than 25% of floor area. Not more than two handcrafted power machines may be operating at the same time.

2. **Other than Ground Floor:** No area restriction. Not more than one handcrafted power machine for every 400 square feet of floor area may be operating at the same time.
Retail Trade may include those offices necessary to the function of the retail trade operation. Retail trade does not include bulk fuel oil or bulk vehicle fuel sales; sale of explosives, and/or live animal sales other than small domestic pets. Retail Trade uses are of two types, as follows:

(1) **Indoor**: Retail Trade uses which do not require more than 5% of the enclosed square footage for outdoor uses accessory to the enterprise, other than parking.

(2) **Outdoor**: Retail Trade uses which require more than 5% of the enclosed square footage for outdoor uses accessory to the enterprise, other than parking.

**Trade, Wholesale**: The distribution and sale of goods at wholesale. Wholesale trade may include retail trade as an accessory use when wholesale trade is the dominant use. Wholesale trade does not include storage and/or sale of bulk fuel oil, bulk fuel, explosives or other hazardous material, or sale of live animals other than small domestic pets, when such sales are made from the premises. Wholesale Trade by brokerage only, with no display or storage of merchandise on the premises, shall be considered a Business Office use.

**Transportation Facilities**: Any physical facility that moves or assists in the movement of people or goods, but excluding electricity, sewage and water systems. A plan or land use regulation amendment significantly affects a transportation facility if it:

(1) Changes the functional classification of an existing or planned transportation facility;

(2) Changes standards implementing a functional classification system;

(3) Allows types or levels of land uses which would result in levels of travel access which are inconsistent with the functional classification of a transportation facility; or

(4) Would reduce the performance standards of the facility below the minimum acceptable level identified in the Transportation System Plan.

**Transportation System Management Measures**: Techniques for increasing the efficiency, safety, capacity or level of service of a transportation facility without increasing its size.

**Tree Professional**: An individual registered in the State of Oregon that specializes in Arboriculture, Landscape Architecture, or a person having a degree in horticulture, urban forestry, arboriculture, landscape architecture, or similar profession.

**Urban Area**: Lands within the Grants Pass Urban Growth Area.
Use: The purpose for which land or a building is arranged, designed or intended, or for which either land or a building is, or may be, occupied or maintained.

Vacation Occupancy: Vacation Occupancy means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, which has all of the following characteristics:

(a) the occupant rents the unit for vacation purposes only, not as a principal residence;

(b) the occupant has a principal residence other than at the unit; and

(c) the period of authorized occupancy does not exceed twenty-seven (27) days.

Vacation Rental Dwelling: A dwelling unit that is used, rented or occupied on a daily or weekly basis, or is advertised, or listed by an agent, as available for use, rent, or occupancy on a daily or weekly basis.

Vegetation, Exempt: Existing vegetation that is shown on a sun chart to shade a Solar Energy System during solar heating hours, and existing deciduous vegetation to the extent that it shades a Solar Energy System used solely for space heating, or formerly non-exempt vegetation that has been allowed to grow more than 10 feet into the skiescape protected by a Solar Access Permit.

Vegetation, Non-Exempt: Vegetation other than exempt-vegetation.

Veterinary Clinics: Facilities providing for veterinary care to animals, where overnight accommodation is limited to emergency care and treatment, where animals are treated and kept indoors, and where laboratories are incidental to the operation of the clinic.

Vision Clearance Area: A triangular area located at the intersection of two streets, a street and a railroad, or a street and a driveway; defined by a line across the corners, the ends of which are on the street or alley lines, an equal and specified distance from the corner. (See Concept Sketch 30-Vision Clearance area.)
Concept Sketch 30 - Vision Clearance Area

Visual Obstruction: Any fence, hedge, tree, shrub, device, wall or structure between the elevations of 2 1/2 feet and 8 feet above the adjacent curb height or above the elevation of gutter line of street edge where there is no curb, as determined by the City Engineer, and so located at a street, drive, or alley intersection as to limit the visibility of pedestrians or persons in motor vehicles on said streets, drives, or alleys.

Warehouse: A large building for storing items before they are sold, used, or sent out to retail shops.

Watchman’s Cottage: See “Residential Uses in Industrial Zones.”

Water-Dependent Use: A use or activity which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for waterborne transportation, recreation, energy production or source of water.

Waters of this State: Natural waterways, including all bays, estuaries, any stream which flows during a portion of every year and supports aquatic life, rivers, creeks, lakes and other bodies of water in this State. (See OAR 141-85-100(24)).

Water-Oriented Use: Any use which receives a demonstrable benefit from being located with a view to the river. Examples might include restaurants, residential structures and commercial structures when river views are incorporated into the design of the river.

Water-Related: Uses which are not directly dependent upon access to a water body, but which provide goods or services that are directly associated with water-dependent land or waterway use, and which, if not located adjacent to water, would result in a public loss of quality in the goods or services offered.

Wetlands: Those areas that are inundated or saturated by surface or ground water at a frequency and duration that are sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions.
Wrecking Yard, Motor Vehicles and Building Materials: Any premises used for the storage, dismantling or sale of either used motor vehicles, trailers, machinery and/or building materials, or parts.

Yard: An open space unobstructed from the ground upward except as otherwise provided in this Code.

Yard, Exterior Side: A yard extending from the front yard to the rear lot line on the street side of a corner lot. (See Concept Sketch 30-Yard, Exterior Side.)

Yard, Front: A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto at the nearest point of the main building. (See Concept Sketch 30-Yard, Front.)

Yard, Rear: A yard extending across the full width of the lot between the rear main building and the nearest point of the rear lot line. (See Concept Sketch 30- Yard, Rear.)
Concept Sketch 30 - Yard, Rear

Yard, Side: A yard between the main building and the side lot line extending from the Front Yard or front lot line where no front yard is required, to the rear yard. The width of the required Side Yard shall be measured horizontally from the nearest point of the side lot line to the nearest part of the main building. (See Concept Sketch 30-Yard, Side.)

Concept Sketch 30 - Yard, Side

Zoning District: A classification of land in which only uses specified by this Code are allowed, except for non-conforming uses, and for which specific requirements are set forth pertaining to height, yard, area, coverage, landscaping, parking and other land use restrictions.

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Date: February 16, 2022

SUBJECT AND SUMMARY:

The proposed change to the Municipal Code would ban the use of fireworks during a Red Flag Fire Weather Warning issued by the National Weather Service in Fire Zone 620.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council’s goal of ENHANCE COMMUNITY SAFETY by contributing to the health, safety, and welfare of the community.

CALL TO ACTION SCHEDULE:

Call to action schedule: Council discretion.

BACKGROUND:

The City Council desires to provide for wildland urban interface safety in the City of Grants Pass and to better regulate the use of fireworks to provide for public safety during times of dangerous fire weather.

Staff recommends adding Section E to the current Municipal Code language.

9.12.270 Prohibition of Fireworks

Current adopted Oregon Fire Code is amended to add the following language:

A. Any manufacture, sale, or discharge of fireworks is prohibited except as follows: A. Fireworks for public displays by permit, as provided in OAR 837-012-0700 for Supervised Public Displays of Fireworks are authorized.

B. Use of fireworks, otherwise legal under State law, is permitted on July 4, between the hours of 6:00 p.m. and 11:00 p.m. except in the areas identified in Section D below.

C. In the areas identified as Wildfire Hazard Areas, the use and discharge of fireworks is not allowed at any time. A map(s) identifying the Wildfire Hazard Areas shall be made available to the public at the Fire Prevention Office as well as on the City website.

ITEM: 2.a. ORDINANCE AMENDING GRANTS PASS MUNICIPAL CODE CHAPTER 9.12.270 PROHIBITION OF FIREWORKS.
Staff Report (continued):

D. Notwithstanding any provision to the contrary, the use and discharge of
fireworks of whatever kind is prohibited in the following areas:

1. The area west of NW Highland and NW Dimmick, which is north
   of the railroad tracks.

2. The area north of Interstate 5.

3. All City parks.

4. Any public school.

5. Any area where a fire hazard or potential to cause a fire exists as
determined by the Fire Chief or designee.

E. The use of all fireworks shall be prohibited within the city when the
National Weather Service has issued a Red Flag Warning for our Fire
Weather Zone 620.

COST IMPLICATION:

None.

ALTERNATIVES:

1. Do not approve the ordinance; or

2. Modify the ordinance and adopt with additional changes.

RECOMMENDED ACTION:

Staff recommends the ban on fireworks during a red flag weather event in Fire Zone 620.

POTENTIAL MOTION:

I move to adopt the ordinance amending the Grants Pass Municipal Code Chapter
9.12.270 Prohibition of Fireworks, and have it read by title only, first reading.

I move to adopt the ordinance amending the Grants Pass Municipal Code Chapter
9.12.270 Prohibition of Fireworks, and have it read by title only, second reading.
Section:

9.12.270 Prohibition of Fireworks, UFC Section 78.102 Amended (Ord. 4895 §1, 1997) (Ord. 15-5641, 2015)

9.12.270 Prohibition of Fireworks

Current adopted Oregon Fire Code is amended to add the following language:

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2. The area north of Interstate 5.

3. All City parks.

4. Any public school.

5. Any area where a fire hazard or potential to cause a fire exists as determined by the Fire Marshal Chief or designee.

E. The use of all fireworks shall be prohibited within the city when the National Weather Service has issued a Red Flag Warning for our Fire Weather Zone 620.
ORDINANCE NO.


WHEREAS:

1. It is the intent of the City Council to provide for Wildland Urban interface safety in the City of Grants Pass; and

2. The City desires to better regulate use of fireworks to provide for public safety during times of high fire danger.

NOW, THEREFORE, THE CITY OF GRANTS PASS HEREBY ORDAINS:


ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 16th day of February 2022.

AYES: __________________________

NAYS: __________________________

ABSTAIN: __________________________

ABSENT: __________________________

SUBMITTED to and __________________________ by the Mayor of the City of Grants Pass, Oregon, this ___ day of February 2022.

______________________________
Sara Bristol, Mayor

ATTEST:

______________________________
Karen Frerk, City Recorder

Approved as to Form, Aaron Cubic, City Manager __________________________
9.12.270 Prohibition of Fireworks

Current adopted Oregon Fire Code is amended to add the following language:

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2. The area north of Interstate 5.

3. All City parks.

4. Any public school.

5. Any area where a fire hazard or potential to cause a fire exists as determined by the Fire Chief or designee.

E. The use of all fireworks shall be prohibited within the city when the National Weather Service has issued a Red Flag Warning for our Fire Weather Zone 620.
Resolution adopting the City’s Strategic Plan for 2022-2023.  

Date: February 16, 2022

SUBJECT AND SUMMARY:

The adoption of this Strategic Plan will be used to establish clear staff expectations and help align department resources with common goals.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council’s goal of LEADERSHIP by providing the working basis for evaluating the achievement of Council goals.

CALL TO ACTION SCHEDULE:

The schedule is defined by the need to prepare the FY22/23 budget. Call to action schedule: February 16, 2022.

BACKGROUND:

The City Council Strategic Planning Session was held January 20-22, 2022. Prior to Strategic Planning, Council expressed a desire to incorporate the goals of the community in their decision-making process. An important part of the Strategic Planning process is public input; this was done through the City holding a community strategic planning forum and receiving reports from Council’s advisory committees and commissions and City departments. Council also submitted and discussed their own goals for the City along with discussions of long-range issues and Council effectiveness.

The Strategic Plan demonstrates how the City intends to achieve the broader goals established through policy. The Plan encourages teamwork and establishes clear targets for what needs to be accomplished and helps the City realize the community’s vision and to accomplish the City’s mission.

Strategic planning is a method that puts employees, management and Council on one page around common goals and objectives. The strategic planning process begins with Council setting broad, organizational goals that will serve the City for many years. Objectives and actions are then attached to the organizational goals.

The final link to the Strategic Plan is the City’s Fiscal Year Budget and Capital Improvement Program. The Budget is the document that provides the allocation of resources necessary to implement the objectives and actions in the Strategic Plan.

Staff Report (continued):

Below are the 2022 objectives that will be placed in the workplan.

3 Star Item
- Permanent funding for Public Safety services.

2 Star Items
- Facilitate Managed Urban campground
- Create kayak whitewater park in river.
- Use Urban Renewal to redevelop the Redwoods Hotel.
- Appropriate staffing and resources to keep parks safe, clean, and maintained for public use.
- Develop transitional housing/project turnkey.

1 Star Items
- Support establishment of Downtown Merchant Association.
- Bolster Community Response Team to address homelessness and increase law enforcement.
- Work with ODOT and the County to build more capacity on Hwy. 199 from Tussey Lane to Dowell Road.
- Establish a land bank program.
- Complete feasibility studies for three priority multimodal projects from the Transportation System Plan.
- Develop an Urban Forest Management Plan.
- Designate a portion of the Tourism Lodging Tax to fund projects and promotions.
- Develop Pump-track.
- Hillcrest Station Study.
- Create a comprehensive clean-up program for downtown.
- Identify/complete multimodal enhancements for a north/south corridor from Gilbert Creek Park to Allen Creek Road.
- Develop Dollar Mountain incline feature.
- Extend public utilities to incentivize private development.
- Develop new maps: Art Walk, Historic Walks (downtown & residential), biking map.
- Fine tune CET and promote availability of funds for all qualifying projects.
- Promote ADU program and case study.
- Complete downtown mixed use development study.
- Increase communication between advisory committees.
- Creation of an Art Along the Rogue Taskforce.
- Designate HAC to recommend CDBG allocations.

COST IMPLICATION:

There is no cost associated with the adoption. The cost for capital Work Plan items will be reviewed and established through the budget process.
Staff Report (continued)

ALTERNATIVES:

1. Council may revise the Strategic Plan; or
2. Delay the action for additional discussion.

RECOMMENDED ACTION:

Staff recommends the Council adopt the Strategic Plan.

POTENTIAL MOTION:

I move to adopt the City’s Strategic Plan as proposed.
RESOLUTION NO.


WHEREAS:

1. A Strategic Plan is a critical communication tool for the Council. It provides direction to the Staff on priorities for the next two years and tells the community what actions to expect; and

2. The Strategic Plan was developed based on Council input at the Strategic Planning Session; and

3. The Strategic Plan is being used to develop the Recommended Budget for Council review in May and June.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that the City’s Strategic Plan for 2022-2023 is adopted, 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 16th day of February 2022.

SUBMITTED to and ______________ by the Mayor of the City of Grants Pass, Oregon, this ___ day of February 2022.

__________________________
Sara Bristol, Mayor

ATTEST:

__________________________
Karen Frerk, City Recorder

Date submitted to Mayor: ____________

Approved as to Form, Aaron Cubic, City Manager
Mission of Council
To represent all citizens by providing leadership and decisions necessary to meet community needs and desires.

Council Vision
Grants Pass is a healthy, vibrant place to live, work and play; a city connecting people to people with thriving economic, cultural and recreational opportunities.

Values of Council
We base our decisions on the following values:

- Accountability
- Communication
- Credibility
- Integrity
- Respect
- Responsibility
- Truthfulness

Strategic Goals
Our Strategic Plan has five goals, which reflect the City’s Mission and Vision.

- Enhance Community Safety
- Provide Cooperative Shared Leadership Involving Council, Staff and Community
- Encourage Economic Opportunities
- Facilitate Sustainable, Manageable Growth
- Maintain, Operate and Expand our Infrastructure to Meet Community Needs
Strategic Goals

Enhance Community Safety

Objective 1. Maintain necessary criminal justice infrastructure.
Action 1. Permanent funding for Police and Fire Rescue services.***

Objective 2. Prevention focused community policing to help reduce crime and build public trust.***

Objective 3. Utilize technology and social media to produce positive outcomes relative to improvements in Public Safety practices.*

Objective 4. Enhance a safe and secure environment.
Action 1. Develop an Urban Interface Wildfire Resilience Plan.**
Action 2. Increase proficiency and proactive time within patrol, community service officer and cadet operations.*
Action 3. Safe routes to schools and parks.*
Action 4. Bolster Community Response Team to address homelessness and increase law enforcement.*
Action 5. Enhance emergency preparedness.
Provide Cooperative, Shared Leadership Involving Council, Staff and Community

**Objective 1.** Develop and implement community communication strategies.
Action 1. Increase communication between advisory committees.

**Objective 2:** Ensure efficiency and effectiveness in City operations.
Action 1: Create a Sustainability and Energy Action Taskforce.
Action 2. Create an Art Along the Rogue Taskforce.
Action 3. Fire Rescue Division internal restructure.
Action 4. Designate HAC to recommend CDBG allocations.

**Objective 3:** Create a comprehensive clean-up program for downtown.
Encourage Economic Opportunities

**Objective 1.** Facilitate an environment to encourage business prosperity and economic opportunities.

Action 1. Explore Urban Renewal Agency opportunities for Caveman Plaza.***
Action 2. Create kayak whitewater park in river.**
Action 3. Parklet Infrastructure Plan.**
Action 4. Expand Building Renovation Grant Program.**
Action 5. Designate a portion of the Tourism Lodging Tax to fund projects and promotions.*

**Objective 2.** Enhance commercial district to create quality shopping and dining experiences.

Action 1. Alley activation and beautification.***
Action 2. Create a permanent plaza downtown.*
Facilitate Sustainable, Manageable Growth

**Objective 1.** Develop proactive solutions to community development challenges.*
Action 1. Use Urban Renewal to redevelop the Redwoods Hotel.**
Action 2. Work with ODOT and the County to build more capacity on Hwy. 199 from Tussey Lane to Dowell Road.*
Action 3. Extend public utilities to incentivize private development.*

**Objective 2.** Encourage an environment, which provides for the growth of affordable housing opportunities for the variety of Grants Pass resident's needs.***
Action 1. Facilitate managed urban campground.**
Action 2. Develop transitional housing/project turnkey.**
Action 3. Establish a land bank program.*
Action 4. Fine tune CET and promote availability of funds for all qualifying projects.*
Action 5. Complete downtown mixed use development study.*
Action 6. Rezone UGB areas from rural to urban before TSP update is complete (Allen Creek Road).
Action 7. Aggressively gear up for implementation of HB2001 with an ordinance allowing cottages and cottage clusters.

**Objective 3.** Implement Housing Action Plan.***
Action 1. Develop housing incentives for multi-family units.***
Action 2. Promote ADU program and case study.*
Action 3. Conduct a housing needs analysis.
Action 4. Develop/market affordable housing programs.
Action 5. Support opportunities to obtain and sustain affordable home ownership.
Action 6. Develop two more pre-approved ADU plans at 750 sq. ft. and 500 sq. ft.
Action 7. Use URA to incentivize development of multi-family housing by Winco.
Action 8. Develop minimum density zones.
Action 9. Incentivize increase in the City's affordable housing inventory by 2030 through expediting permits, financial motivation and Development Code amendments.
Action 10. Facilitate development of low-income housing.
Maintain, Operate and Expand our Infrastructure to Meet Community Needs

Objective 1. Plan and develop infrastructure.
Action 2. Develop landscape amendment focusing on xeriscape, planter strips and
reducing landscape strips.
Action 3. Hillcrest Station study.
Action 4. Welcome Center façade improvements.

Objective 2. Ensure water infrastructure needs are met.
Action 1. Build new Water Treatment Plant.
Action 2. Design/install redundant water main loop in Redwood Highway pedestrian
way.

Objective 3. Ensure sewer infrastructure needs are met.

Objective 4. Ensure transportation infrastructure needs are met.
Action 1. Develop a parking/restroom management plan.
Action 2. Complete feasibility studies for three priority multimodal projects from the
Transportation System Plan.
Action 3. Design the Allen Creek Road project.
Action 4. Develop local access street for Allen Creek Road.

Objective 5. Ensure storm facility infrastructure needs are met.
Action 1. Initiate the preparation of a stormwater implementation plan following adoption
of the Storm Water Master Plan.

Objective 6. Ensure bicycle/pedestrian path needs are met.
Action 1. Pedestrian & Bicycle Commuting Connectivity.
Action 2. Support development of Rogue River Greenway.
Action 3. Identify/complete multimodal enhancements for a north/south corridor from
Gilbert Creek Park to Allen Creek Road.

Objective 7. Ensure park infrastructure needs are met.
Action 1. Trail Development & Recreation.
Action 2. Develop a Forest Stewardship and Recreational Use Plan for Dollar Mountain.
Action 4. Restore/replace Caveman Pool.
Action 5. Install additional security cameras throughout the park system.
Action 6. Identify park infrastructure priorities.
Action 7. Appropriate staffing and resources to keep parks safe, clean, and maintained for
public use.
Action 8. Upgrade and repurpose Westholm Park.
Action 9. Upgrade and/or relocate the Skate Park.
Action 10. Reassess the purpose and usage of Gilbert Creek Park and redesign it to better meet the neighborhood needs.*
Action 11. Develop a pump-track.*

**Objective 8.** *Enhance opportunities to promote character and community spirit.*
Action 1. Develop new maps: Art Walk, Historic Walks (downtown & residential), biking map.*
Action 2. Utility Box Project.*
Action 3. Add one parking lot art installation to a designated parking lot.*

**Objective 9.** *Provide an environment to help preserve and enhance Grants Pass’ historical assets.*
Action 1. Develop a historic design overlay for the area bounded by Lawnridge Ave., Washington Blvd., A and Savage streets.*

**Objective 10.** *Develop a Tree Canopy Program.*
Action 1. Develop a Tree Canopy Program for commercial sites.*
Action 3. Public right of way tree planting with maintenance for three years.
Action 5. Increase public education on trees.
3.a. Appointment to the Parks Advisory Committee

There is one opening on this committee. Six candidates have applied. They are listed in alphabetical order.

Shane Hickman
Shannon Holst
Murl Ming
Cambrie Nelson
Edward Preisendorfer
Patrick Ryan

Committee's recommendation will be provided at the Council meeting.

Councilor signature: _____________________________
<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Parks Advisory Committee</th>
</tr>
</thead>
<tbody>
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<td>Wait List</td>
<td>Yes</td>
</tr>
<tr>
<td>Parks Advisory Committee - Specific Interest</td>
<td>Park Events</td>
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**Personal Information**

*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Shane</th>
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</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Hickman</td>
</tr>
<tr>
<td>Residential Address</td>
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<td>Zip Code</td>
<td></td>
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<td>Mailing Address (if different)</td>
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<tr>
<td>Zip Code</td>
<td>Field not completed.</td>
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<tr>
<td>Home Phone Number</td>
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<tr>
<td>Business Phone Number</td>
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<tr>
<td>Occupation and Employer</td>
<td>General Manager/Million Air</td>
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May we contact you at work?  Yes

City Wards 1

**Educational Background**  
*Enter your educational background.*

<table>
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<th>Graduated</th>
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<td>Bachelor Degree</td>
</tr>
<tr>
<td>Trade or Business School</td>
<td>Forbes School of Business</td>
</tr>
</tbody>
</table>

Have you ever been convicted of a felony?  No

Relevant Job History  
*Field not completed.*

Previous Volunteer/Committee Experience  
Recently retired military and was involved in multiple community events throughout my career.

Community Involvement  
Medford Chamber member, Grants Pass American Legion

**Authorization Waiver**

*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

Verification  
I verify the information in my application.

Applicant's Name  
Shane Hickman

Date  
4/8/2021 12:00 PM

**City Committee / Commission Appointment Questionnaire**  
*Fill out the following questions.*

Statement of your reasons for desiring to serve:  
Having served in the military for almost 25 years I have a continued desire to serve. In this case, I would like to serve the community I now call my final home. My hope is that I can represent our community to address concerns and be a positive voice/advocate for needed change. I believe the strongest communities are the ones that work together to make their communities safe, secure and accessible to everyone. I hope that my connections with community leaders in Medford will benefit our community.
I feel in our current times we need Parks and Recreational areas more than ever. There has been much research into the benefits of parks and evidence shows it reduces stress, improves mental health, reduces obesity, and helps prevent violence. Grants Pass has some of the most beautiful land areas in the Nation and we should work to improve and protect those areas. I will be dedicated to improving and expanding our parks system and to making them more secure and safe for all to enjoy.

Three critical issues we face as a community over the next three years are:
1. Economic development and public safety; We must revive our business after over a year of being closed or in limbo. We need to be innovative on ways to open our hurting businesses while ensuring safety of the citizenry. We should also look at ways our committee can partner with surrounding community leaders to provide more employment opportunities.
2. Youth, Seniors, and Veterans; After all the turmoil over the last few years, I feel building a strong relationship amongst our neighbors must be on the forefront and a priority. We must be a community of one people not individuals. We must invest in our youth, be attentive to the many seniors in our community and honor and support our veterans. We must also find positive solutions to assisting our many homeless in the area all while protecting our citizens.
3. We must continue to develop parks and open spaces to promote our community and provide health solutions within our community. Grants Pass has many wonderful parks; however there is much more that can be done to improve and expand them.

Veteran programs are something I want to focus on besides working to improve our Parks. I want to make this a place one that veterans such as myself would want to call home. My goal is to aid our councils in any way I can in hopes of creating an environment we are all proud of. I will continually work to expand our parks and walkway system, through this committee, for the duration of my committee involvement and beyond. Parks make all our lives better!

Additional Information

Responsibilities of Volunteers
As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?
The city provides you with protection from liability for bodily injury or property.
damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:
1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle?
The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

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3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:
1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.
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What if I get hurt?
The City does not provide Workers’ Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

1. Coverage pays after any available insurance which may apply to the same injury.

2. If your are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

<table>
<thead>
<tr>
<th>Verification</th>
<th>I have read and understood the insurance limitations.</th>
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<tr>
<td>Volunteer's Signature</td>
<td>Shane Hickman</td>
</tr>
<tr>
<td>Date</td>
<td>4/8/2021 12:15 PM</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
CHIEF MASTER SERGEANT SHANE E. HICKMAN

CMSgt Shane E. Hickman is the Group Superintendent of the 60th Operations Group, Travis AFB, California. He is the principle advisor to the Commander on all matters related to the professional development, education, retention, combat capability, manning and morale for approximately 1100 assigned personnel. The group is the largest operations group in Air Mobility Command and is tasked with operating 18 C-5, 13 C-17, and 27 KC-10 aircraft conducting around-the-clock air-land and air refueling missions supporting Joint Chiefs of Staff-directed combat operations, and U.S. State Department-sponsored humanitarian relief efforts worldwide. In addition, Chief Hickman monitors all mission support activities, to include an operations support squadron providing air traffic control, weather, intelligence, flight management support, aircrew flight equipment, and KC-10 initial qualification and upgrade training.

Chief Hickman grew up in Greeneville, Tennessee and entered the Air Force on January, 11 1996. His career includes a wide range of Air Force specialties: Aircraft Armament Systems Specialist, Emergency Actions Controller, Flight Engineer and In-flight Refueling Operator. His assignments include bases in Texas, North Carolina, Arkansas, California and Montana. Chief Hickman served two overseas tours in Italy supporting NATO Operations DELIBERATE GUARD, JOINT ENDEAVOR, JOINT GUARD, ALLIED FORCE and ODYSSEY DAWN. He has also deployed to Southwest Asia in support of Operations ENDURING FREEDOM, IRAQI FREEDOM and INHERENT RESOLVE. He is a Chief Aircrew Member with over 3800 flight hours in the KC-10A and C-130 E/H aircraft accumulating more than 1,100 combat and combat support hours.

EDUCATION
2000 Airman Leadership School, Travis Air Force Base, Calif.
2008 Noncommissioned Officer Academy, Keesler AFB, Miss.
2011 Theater Mobility Command and Control Course, Hurlburt AFB, Fla.
2011 Senior Enlisted Joint Professional Military Education, by correspondence
2013 USAF Senior Noncommissioned Officer Academy, by correspondence
2016 AMC Chiefs Leadership Course, Scott AFB, Ill.
2017 Chief Leadership Course, Maxwell-Gunter AFB, Ala.
2019 Senior Enlisted Joint Professional Military Education II, by correspondence

ASSIGNMENTS
4. July 1997 - August 1998, Weapons Load Crew Member, 555 Fighter Squadron, Aviano Air Base (AB), Italy
5. August 1998 - June 2000, Squadron Lead Crew Member, 31st Operations Group, Aviano AB, Italy
11. November 2008 - April 2009, Emergency Actions Controller, Aviano AB, Italy
13. September 2010 - June 2012, Flight Chief, Command and Control Systems and Support, Aviano AB, Italy
    (June 2011 - January 2012, Superintendent, Command Post, Al Udied AB, Qatar)
17. April 2016 - August 2017, Superintendent, 6th Air Refueling Squadron, Travis AFB, Calif.

MAJOR AWARDS AND DECORATIONS
Meritorious Service Medal with three bronze oak leaf clusters
Air Medal with three bronze oak leaf clusters
Aerial Achievement Medal with three bronze oak leaf clusters
Air Force Commendation Medal with two bronze oak leaf clusters
Air Force Achievement Medal
Air Force Outstanding Unit Award with Valor with two silver and four bronze oak leaf clusters
Combat Readiness medal with one silver and one bronze oak leaf clusters
Air Force Recognition Ribbon
Kosovo Campaign Medal with two bronze stars
Afghanistan Campaign Medal with one bronze star
Iraq Campaign Medal with one bronze star
Nuclear Deterrence Operations Service Medal with N device
NATO Medal with two bronze stars

OTHER ACHIEVEMENTS
1999 31st Operations Support Squadron, Maintenance Professional of the Year
2000 Distinguished Graduate, Basic Boom Operator Course
2005 Distinguished Graduate, Basic Flight Engineer Course
2007 Distinguished Graduate, Command Post Apprentice course
2008 Distinguished Graduate, Noncommissioned Officer Academy
2009 31st Fighter Wing Staff Agency, Noncommissioned Officer of the Year
2009 USAF Command Post, Noncommissioned Officer of the Year
2009 USAF Command Post, Noncommissioned Officer of the Year
2010 31st Fighter Wing Staff Agency, Senior Noncommissioned Officer of the Year
2011 31st Fighter Wing Staff Agency, Senior Noncommissioned Officer of the Year
2013 Distinguished Graduate, Senior Noncommissioned Officer Academy
2013 Lance P. Sijan Award (SNCO), 60th Air Mobility Wing
2014 AF SMSgt Albert L. Evans Award - Outstanding Air Refueling Section - 9th Air Refueling Squadron
2017 AF SMSgt Albert L. Evans Award - Outstanding Air Refueling Section - 6th Air Refueling Squadron

EFFECTIVE DATES OF PROMOTION
Chief Master Sergeant Aug 2016

(Current as of Jun 2018)
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for
Parks Advisory Committee

Wait List
Yes

Parks Advisory Committee - Specific Interest
Natural Resource Preservation

Personal Information
Enter your personal information.

First Name
Shannon

Last Name
Holst

Address

Mailing Address (if different)
Field not completed.

Home Phone Number

Business Phone Number
Field not completed.

Years as City Resident
Grants Pass

Email Address

Occupation and Employer
Student/Stay at home mother

May we contact you at work?
Field not completed.
Educational Background

Enter your educational background.

High School
Graduated

College
Some College

Trade or Business School
Field not completed.

Have you ever been convicted of a felony?
No

Relevant Job History
No job history yet. But I was a part of the sustainability club in college. I will be getting a bachelor's degree (through Oregon State University) in sustainability starting this spring.

Previous Volunteer/Committee Experience
I have volunteered with numerous nature and wildlife organizations. I have led and participate in numerous volunteer-based mountain and coastal cleanups.

Community Involvement
I formed and led a nature group for young children that combined getting kids outdoors and also sustainability and preservation practices.

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification
I verify the information in my application.

Applicant's Name
Shannon Holst

Date
10/20/2020 3:45 PM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve:
I am a full-time stay at home mother with an interest in protecting our natural world for future generations. I actively try to find a way for humans to keep moving forward while respecting wildlife and nature.

Statement of any relevant concerns or goals to be achieved while serving in this position:
I would love to help our community find ways to effectively provide safe green spaces for people and families to thrive while also respecting nature.
What do you think are the most critical issues facing this local government in the next three years?
I think that as we continue to see an increase in population we may run into the issue of humans encroaching on wildlife and the environment.

Are there some things about the City of Grants Pass that you have a special interest in?
Not in particular. But I do hope to one day start a nonprofit in the community that helps children develop a relationship with nature through gardening, hiking, camping, and cooking classes.

Additional Information
Field not completed.

Responsibilities of Volunteers
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3. The amount of insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer’s Signature
Shannon Holst

Date
10/20/2020 3:45 PM

Email not displaying correctly? View it in your browser.
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for
Parks Advisory Committee

Wait List
Yes

Parks Advisory Committee - Specific Interest
Natural Resource Preservation

Personal Information
Enter your personal information.

First Name
Murl

Last Name
Ming

Address

Mailing Address (if different)
Field not completed.

Home Phone Number

Business Phone Number Field not completed.

Years as City Resident
35

Email Address

Occupation and Employer
Retired

May we contact you at work? Field not completed.
Educational Background
*Enter your educational background.*

High School  Graduated
College  *Field not completed.*
Trade or Business School  Journeyman Carpenter
Have you ever been convicted of a felony?  No
Relevant Job History  *Field not completed.*
Previous Volunteer/Committee Experience  *Field not completed.*
Community Involvement  Volunteered for some of the All Sports Park construction.

Authorization Waiver
*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

Verification  I verify the information in my application.

Applicant's Name  Murl Ming
Date  10/21/2020 3:45 PM

City Committee / Commission Appointment Questionnaire
*Fill out the following questions.*

Statement of your reasons for desiring to serve:  I have a hobby keeping bees and I would like to encourage the planting of more pollinator-friendly plants and trees. I am an avid gardener and am a self taught horticulturist.

Statement of any relevant concerns or goals to be achieved while serving in this position:  As stated above.

What do you think are the most critical issues facing this local government in the next three years?  The lack of critical funding to support the existing parks, let alone the development of any new ones.

Are there some things about the City of Grants  *Field not completed.*
Pass that you have a special
interest in?

Additional Information Field not completed.

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   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer’s Signature
Murl Ming

Date
10/21/2020 4:00 PM

Email not displaying correctly? View it in your browser.
**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 27, 2021 1:52 PM  
**To:** Karen Frer; Julia S. Wright  
**Subject:** Online Form Submittal: City Committee / Commission Appointment Application

[**NOTICE:** This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]

### City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for

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Wait List

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Parks Advisory Committee - Specific Interest

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<th>Family Friendly Play Facilities</th>
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**Personal Information**

*Enter your personal information.*

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<td>First Name</td>
<td>Cambrie</td>
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<tr>
<td>Last Name</td>
<td>Nelson</td>
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<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
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<tr>
<td>Mailing Address (if different)</td>
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<td>Zip Code</td>
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<td>Homemaker</td>
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<td>Question</td>
<td>Answer</td>
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<td>May we contact you at work?</td>
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<td>City Wards</td>
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<td>Trade or Business School</td>
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<tr>
<td>Have you ever been convicted of a felony?</td>
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</tr>
<tr>
<td>Relevant Job History</td>
<td>None</td>
</tr>
<tr>
<td>Previous Volunteer/Committee Experience</td>
<td>None</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>Volunteer for small things—school events, classrooms, administering covid vaccine, volunteer choir director, boys club director.</td>
</tr>
</tbody>
</table>

**Authorization Waiver**

*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

<table>
<thead>
<tr>
<th>Verification</th>
<th>I verify the information in my application.</th>
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<tr>
<td>Applicant's Name</td>
<td>Cambrie Nelson</td>
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<tr>
<td>Date</td>
<td>1/27/2020 1:15 PM</td>
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**City Committee / Commission Appointment Questionnaire**

*Fill out the following questions.*

| Statement of your reasons for desiring to serve: | It is time in my life to get involved in the community. I just want to do good with my life. I have no particular skills except a desire to learn and the fact that I'm a quick learner. |
| Statement of any relevant concerns or goals to be achieved while serving in this position: | No goals except learn the issues and do a good job in what I'm doing |
What do you think are the most critical issues facing this local government in the next three years?

unknown

Are there some things about the City of Grants Pass that you have a special interest in?

Making Grants Pass a good and safe place to live for the next generation.

Additional Information

Field not completed.

Responsibilities of Volunteers
As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?
The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:
1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle?
The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:
1. You report an accident that happens on City business to your supervisor immediately.

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What if I get hurt?
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2. If your are injured in a private vehicle, the vehicle owner’s insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer’s Signature
Cambrie Nelson

Date
1/27/2021 1:30 PM
City Committee / Commission Appointment Application

<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Parks Advisory Committee</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Parks Advisory Committee - Specific Interest</td>
<td>Natural Resource Preservation</td>
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Personal Information

*Enter your personal information.*

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<tr>
<th>First Name</th>
<th>Edward</th>
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<tbody>
<tr>
<td>Last Name</td>
<td>Preisendorfer</td>
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<tr>
<td>Residential Address</td>
<td></td>
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<tr>
<td>Zip Code</td>
<td>97526</td>
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<tr>
<td>Mailing Address (if different)</td>
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<tr>
<td>Zip Code</td>
<td>97526</td>
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<td>Home Phone Number</td>
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<td>Business Phone Number</td>
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<td>Email Address</td>
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<tr>
<td>Occupation and Employer</td>
<td>LTCOL USARMY (Ret)</td>
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<td>May we contact you at work?</td>
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<tr>
<td>Question</td>
<td>Answer</td>
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<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
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<tr>
<td>City Resident</td>
<td>No</td>
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<td>County Resident</td>
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<td>City Wards</td>
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<td>Enter your educational background.</td>
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<td>College</td>
<td>Advanced Degree</td>
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<td>Trade or Business School</td>
<td>Army- Lieutenant Colonel</td>
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<td>Have you ever been convicted of a felony?</td>
<td>No</td>
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<td>Relevant Job History</td>
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</tr>
<tr>
<td>Previous Volunteer/Committee Experience</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

**Authorization Waiver**

*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

**Verification**

I verify the information in my application.

**Applicant's Name**

Edward Preisendorfer

**Date**

10/16/2021 10:00 PM

**City Committee / Commission Appointment Questionnaire**

*Fill out the following questions.*

**Statement of your reasons for desiring to serve:**

Love the outdoors. Have hunted and fished most of my life and have done extensive travel in a motorhome.

**Statement of any relevant concerns or goals to be**

Make sure our great outdoors is available to all walks of life.
achieved while serving in this position:

What do you think are the most critical issues facing this local government in the next three years?

Having tax dollars available to make necessary improvements.

Are there some things about the City of Grants Pass that you have a special interest in?

A campground/village for the homeless.

Additional Information

Field not completed.

Responsibilities of Volunteers
As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?
The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

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1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

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3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

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What if I have an accident while driving a City vehicle?
The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

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vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:

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The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

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2. If your are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident

Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification: I have read and understood the insurance limitations.

Volunteer's Signature: Edward Preisendorfer

Date: 10/16/2021 9:45 PM
City of Grants Pass
City Committee/Commission Appointment Application

Name: 

Address: 

Mailing Address (if different): 

Home Phone: 

Business Phone: 

Years as City Resident: 

E-mail Address: 

Occupation and Employer: Retired 

May we contact you at work? N/A

I am interested in serving on the following committee(s):

- ☐ Bikeways and Walkways Committee
  - Specific Interests (Select one only):
    - ☐ Bicyclists
    - ☒ Walkers

- ☐ Tourism Advisory Committee
  - Special Qualifications (Select one only):
    - ☐ Lodging Properties
    - ☐ River Guide
    - ☐ Area Attractions
    - ☒ Restaurants
    - ☐ Marketing
    - ☐ Realtor
    - ☐ Media
    - ☒ Citizen-at-large

- ☐ Historical Buildings & Sites Commission
  - Special Qualification (Select one only):
    - ☐ Represents Historical Society
    - ☐ Owns property in either Historic or Conservation District, or owns a Historic Landmark
    - ☐ Owns business in Central Business District
    - ☐ Licensed or retired designer or architect
    - ☒ Citizen-at-large

- ☐ Parks Advisory Committee
  - Specific Interests (Select one only):
    - ☐ Athletic Leagues
    - ☒ Park Events
    - ☐ Frequent Park User
    - ☐ Natural Resource Preservation
    - ☐ Family Play Friendly Facilities

- ☐ CEDC Committee
  - Special Qualification (Select one only):
    - ☐ Business Retail
    - ☐ Manufacturing/Industrial
    - ☒ Health Care
    - ☐ Finance/Commercial lending/Real estate
    - ☐ Member-at-large

- ☐ Housing Advisory Committee
  - Special Qualification (Select one only):
    - ☒ Develops or operates housing, transitional or short-term housing, or shelter for special needs
    - ☐ Financial institution/lender
    - ☐ Owns rental property
    - ☐ Residential developer
    - ☒ Renter in the LMI (low to moderate income category)
    - ☒ Citizen-at-large

- ☐ Budget Committee
- ☐ PAVE Committee
- ☐ CoPA Committee

☒ YES! Put me on your waiting list if there are no current vacancies.

Please return completed application. City Manager's Office - 101 NW "A" Street - Grants Pass, Oregon 97526 (541) 450-6000

183
Education Background

High School: ☑️ Graduated ☐ GED
College: ☐ Some College ☐ Bachelor’s Degree ☐ Advanced Degree

Have you ever been convicted of a felony? ☐ Yes ☑️ No

Relevant Job History:

Previous Volunteer/Committee Experience: (Involvement with City or other government committees, boards, projects, etc.)

Community Involvement:

[Handwritten text]

AUTHORIZATION WAIVER

I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

[Handwritten text]

Applicant’s Signature

Date 11-8-2020

Please return completed application: City Manager’s Office - 101 NW “A” Street - Grants Pass, Oregon 97526 (541) 450-6000
City of Grants Pass
City Committee/Commission Questionnaire

Statement of your reasons for desiring to serve: Please write a brief narrative describing your interest, qualifications and what you hope to accomplish in this position. Please include your skills, experience, and knowledge that you would contribute in this position. (Please feel free to use an additional sheet of paper or attach a cover letter, resume, or other helpful information).

I have some public speaking skills and am not afraid to ask questions, and I have some leadership abilities.

Statement of any relevant concerns or goals to be achieved while serving on this position:
only to learn more about the position and how to improve things and possibly improve things.

What do you think are the most critical issues facing this local government in the next three years?
the effect of wild fires on local businesses and tourism due to the smoke, housing shortages and having enough first responders.

Are there some things about the City of Grants Pass that you have a special interest in?
The arts community and the historical society.
Responsibilities of Volunteers

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   c. Medical Indemnity - $25,000

Reporting an Accident:

Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

I have read and understand the above insurance limitations.

Signature of Volunteer

Date 11-8-2020
3.b. Appointment to the Caveman Plaza Taskforce

There are nine openings on this taskforce. Thirteen candidates have applied. They are listed in alphabetical order.

Andreas Blech
Terri Collins-Bain
Barry Eames
Larry Evans – currently on Committee on Public Art
Virginia Ford – currently on Historical Buildings and Sites Commission
Nick Gates
Don Hendricks
Julia Hendricks
Terry Hopkins – currently on the Tourism Advisory Committee
Bob Lange – currently on the Bikeways and Walkways Committee
Arden Mc Connell - currently on Historical Buildings and Sites Commission
Rob Pochert
Ward Warren - currently on Historical Buildings and Sites Commission

Councilor signature: ___________________________
Dianne Phelan

From: noreply@civicplus.com
Sent: Tuesday, January 18, 2022 8:09 PM
To: Karen Frerk; Dianne Phelan
Subject: Online Form Submittal: City Committee / Commission Appointment Application

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]

City Committee / Commission Appointment Application

<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Caveman Plaza Taskforce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wait List</td>
<td>Yes</td>
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**Personal Information**

*Enter your personal information.*

<table>
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<tr>
<th>First Name</th>
<th>Andreas</th>
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<tbody>
<tr>
<td>Last Name</td>
<td>Blech</td>
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<tr>
<td>Residential Address</td>
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<td>Zip Code</td>
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<td>Mailing Address (if different)</td>
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<td>Zip Code</td>
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<td>Business Phone Number</td>
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<tr>
<td>Occupation and Employer</td>
<td>Self</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>Yes</td>
</tr>
<tr>
<td>City Resident</td>
<td>No</td>
</tr>
</tbody>
</table>
If yes, how many years?  
Field not completed.

County Resident  
Yes

If yes, how many years?  
12

City Wards  
N/A

Educational Background
Enter your educational background.

High School  
Field not completed.

College  
Field not completed.

Trade or Business School  
Field not completed.

Have you ever been convicted of a felony?  
No

Relevant Job History  
Field not completed.

Previous Volunteer/Committee Experience

Chair of Grants Pass Airport Advisory Board.  
Vice Chair Josephine County Mining Advisory Committee.  
Member Josephine County Charter Review Board.

Community Involvement  
Field not completed.

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification
I verify the information in my application.

Applicant's Name  
Andreas Blech

Date  
1/18/2022 8:00 PM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve:  
I own multiple commercial properties within 300 yards of Caveman Plaza and want to see downtown flourish.

Statement of any relevant concerns or goals to be achieved while serving in this position:  
Maintain adequate parking for downtown merchants. Keep historic district intact. Help businesses succeed.
What do you think are the most critical issues facing this local government in the next three years?
Homeless persons. Downtown parking.

Are there some things about the City of Grants Pass that you have a special interest in?
Field not completed.

Additional Information
Field not completed.

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Verification
I have read and understood the insurance limitations.

Volunteer's Signature
Andreas Blech

Date
1/18/2022 8:15 PM

Email not displaying correctly? View it in your browser.
Dianne Phelan

noreply@civicplus.com

Saturday, January 8, 2022 7:03 PM

Karen Frerk; Dianne Phelan

Online Form Submittal: City Committee / Commission Appointment Application

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]

City Committee / Commission Appointment Application

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**Personal Information**

*Enter your personal information.*

<table>
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<th>Terri</th>
</tr>
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<td>Last Name</td>
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</tr>
<tr>
<td>Residential Address</td>
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<td>Home Phone Number</td>
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<tr>
<td>Business Phone Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Occupation and Employer</td>
<td>Owner of TLC Creations 227 SE 6th Street Grants Pass</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>Yes</td>
</tr>
<tr>
<td>City Resident</td>
<td>No</td>
</tr>
</tbody>
</table>
If yes, how many years? will be moving to city as soon as county house sells
County Resident Yes
If yes, how many years? 37 years
City Wards N/A
Educational Background
Enter your educational background.
High School Graduated
College Bachelor Degree
Trade or Business School Field not completed.
Have you ever been convicted of a felony? No
Relevant Job History Owner of TLC Creations- Marketing and Sales for several Plywood mills, Overseeing budgets and major construction projects
Previous Volunteer/Committee Experience None
Community Involvement I try to get involved in all downtown activities, I am a member of the chamber of commerce as well

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification I verify the information in my application.
Applicant’s Name Terri Collins-Bain
Date 1/8/2022 7:00 PM
City Committee / Commission Appointment Questionnaire
Fill out the following questions.
Statement of your reasons for desiring to serve: I would like to be involved with this task force as it could directly impact my business. Also there are so many people that won't get involved and I want to help where I can
Statement of any relevant concerns or goals to be achieved while serving in this position: Field not completed.

What do you think are the most critical issues facing this local government in the next three years? Funding, transparency and participation.

Are there some things about the City of Grants Pass that you have a special interest in? Downtown, tourism, crime, homelessness.

Additional Information Field not completed.

Responsibilities of Volunteers

As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?
The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:
1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle?
The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.
Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:
1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

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2. If your are injured in a private vehicle, the vehicle owner’s insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification I have read and understood the insurance limitations.

Volunteer’s Signature Terri Collins-Bain

Date 1/8/2022 7:00 PM
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for: Caveman Plaza Taskforce

<table>
<thead>
<tr>
<th>Wait List</th>
<th>Yes</th>
</tr>
</thead>
</table>

Personal Information

Enter your personal information.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Barry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Eames</td>
</tr>
</tbody>
</table>

Residential Address

Zip Code

Mailing Address (if different) same

Zip Code Field not completed.

Home Phone Number

Business Phone Number Field not completed.

Email Address

Occupation and Employer Retired

May we contact you at work? No

City Resident Yes
If yes, how many years? 60

County Resident No

If yes, how many years? Field not completed.

City Wards 4

Educational Background
Enter your educational background.

High School Field not completed.

College Bachelor Degree

Trade or Business School Field not completed.

Have you ever been convicted of a felony? No

Relevant Job History Real Estate Appraiser

Previous Volunteer/Committee Experience City Councillor 1/3/17 to 10/13/20

Community Involvement City Councilor

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification I verify the information in my application.

Applicant’s Name Barry Eames

Date 12/22/2021 9:45 AM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve: Public Service

Statement of any relevant concerns or goals to be achieved while serving in this position: To make the strip along the railroad track a City Park.
What do you think are the most critical issues facing this local government in the next three years?  

Finances

Are there some things about the City of Grants Pass that you have a special interest in?

I have lived here for 60 years, so everything about Grants Pass is in my heart.

Additional Information

Field not completed.

Responsibilities of Volunteers

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What if I am accused of doing something wrong?

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2. You use a City vehicle or any other vehicle for personal use. The City does not provide any coverage if you drive a City vehicle or any other vehicle contrary to your job description or the directions of your supervisor.

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What if I get hurt?
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2. If you are injured in a private vehicle, the vehicle owner’s insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
a. Principal Sum - $2,500
b. Capital Sum - $2,500
c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer’s Signature
Barry Eames

Date
12/22/2021 9:45 AM
### City Committee / Commission Appointment Application

<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Caveman Plaza Taskforce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wait List</td>
<td>Yes</td>
</tr>
</tbody>
</table>

#### Personal Information
*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Larry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Evans</td>
</tr>
</tbody>
</table>

#### Residential Address

#### Zip Code

#### Mailing Address (if different)

#### Zip Code

#### Home Phone Number

#### Business Phone Number
*Field not completed.*

#### Email Address

#### Occupation and Employer
Self Employed

#### May we contact you at work?
Yes

#### City Resident
Yes
If yes, how many years? 7
County Resident No
If yes, how many years? 7
City Wards N/A

**Educational Background**
*Enter your educational background.*

<table>
<thead>
<tr>
<th>High School</th>
<th>Field not completed.</th>
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</thead>
<tbody>
<tr>
<td>College</td>
<td>Bachelor Degree, Advanced Degree</td>
</tr>
<tr>
<td>Trade or Business School</td>
<td>Design School</td>
</tr>
<tr>
<td>Have you ever been convicted of a felony?</td>
<td>No</td>
</tr>
<tr>
<td>Relevant Job History</td>
<td>Graphic designer, Art director, Creative director, CEO, President of a large enterprise advertising agency.</td>
</tr>
<tr>
<td>Previous Volunteer/Committee Experience</td>
<td>Current Chair for the City's Committee on Public Art, already served for a 3 year term and beginning my second term.</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>Through the committee I serve, I am deeply involved in many aspects of public art installations throughout there community. I was also the event director for Art Along the Rogue this last year and pulled off a successful festival for the community at large.</td>
</tr>
<tr>
<td><strong>Authorization Waiver</strong></td>
<td></td>
</tr>
<tr>
<td><em>I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.</em></td>
<td></td>
</tr>
<tr>
<td>Verification</td>
<td>I verify the information in my application.</td>
</tr>
<tr>
<td>Applicant's Name</td>
<td>Larry Evans</td>
</tr>
<tr>
<td>Date</td>
<td>1/21/2022 12:30 PM</td>
</tr>
</tbody>
</table>

**City Committee / Commission Appointment Questionnaire**
*Fill out the following questions.*

**Statement of your reasons for desiring to serve:**
While currently serving as Chair to one of the City's committees (CoPA), I am wanting to involve myself deeper into public works and development. I believe I have great insight and
decades of experience I can bring into things such as reimagining the Caveman Plaza and would love the opportunity to serve with other likeminded team members on this task force.

<table>
<thead>
<tr>
<th>Statement of any relevant concerns or goals to be achieved while serving in this position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>To bring a fresh perspective regarding this area and help it become a reality. I am a hands-on team player and have a track record volunteering for the City where I get things done.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What do you think are the most critical issues facing this local government in the next three years?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Getting back to &quot;normal&quot; after 2 years of COVID restrictions. Also continuing on a path of bringing more vibrant and intriguing projects to town that will benefit greater tourism.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are there some things about the City of Grants Pass that you have a special interest in?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Making it a better place to live for the community by creating more approachable retail spaces that feel more welcoming.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Information</th>
</tr>
</thead>
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**Responsibilities of Volunteers**

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</tr>
</thead>
<tbody>
<tr>
<td>Volunteer's Signature</td>
<td>Larry Evans</td>
</tr>
<tr>
<td>Date</td>
<td>1/21/2022 12:45 PM</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
Name: Virginia (Ginger) Ford

City of Grants Pass
City Committee/Commission Appointment Application

Address:

Mailing Address (if different):

Home Phone: __________________________ Business Phone: __________________________ E-mail Address: ________________________________

Occupation and Employer: Retired, property mgr. May we contact you at work? ______

City Resident  □ No  □ Yes  How many years? 80

County Resident □ No □ Yes  How many years? ______

What ward do you live in? ______

I am interested in serving on the following committee(s):

○ Bikeways and Walkways Committee
  Specific Interests (Select one only):
  □ Bicyclists
  □ Walkers

○ Tourism Advisory Committee
  Special Qualifications (Select one only):
  □ Lodging Properties
  □ River Guide
  □ Area Attractions
  □ Restaurants
  □ Marketing
  □ Realtor
  □ Media
  □ Citizen-at-large

○ Historical Buildings & Sites Commission
  Special Qualification (Select one only):
  □ Represents Historical Society
  □ Owns property in either Historic or Conservation District, or owns a Historic Landmark
  □ Owns business in Central Business District
  □ Licensed or retired designer or architect
  □ Citizen-at-large

○ Budget Committee

○ PAVE Committee

○ CoPA Committee

○ Parks Advisory Committee
  Specific Interests (Select one only):
  □ Athletic Leagues
  □ Park Events
  □ Frequent Park User
  □ Natural Resource Preservation
  □ Family Play Friendly Facilities

○ CEDC Committee
  Special Qualification (Select one only):
  □ Business Retail
  □ Manufacturing/Industrial
  □ Health Care
  □ Finance/Commercial lending/Real estate
  □ Member-at-large

○ Housing Advisory Committee
  Special Qualification (Select one only):
  □ Develops or operates housing, transitional or short-term housing, or shelter for special needs
  □ Financial institution/lender
  □ Owns rental property
  □ Residential developer
  □ Renter in the LMI (low to moderate income category)
  □ Citizen-at-large

○ Urban Area Planning Commission

○ Urban Tree Advisory Committee

Please return completed application: City Manager's Office 207 NW "A" Street - Grants Pass, Oregon 97526 (541) 450-6000
Education Background
High School: ☐ Graduated ☐ GED
College: ☐ Some College ☐ Bachelor's Degree ☐ Advanced Degree
☑ RIC - Computer classes

Have you ever been convicted of a felony? ☐ Yes ☑ No

Relevant Job History:
Supreme Court Justice, Oregon State Bar, Clerk
Controll, Kelley, Neugarten, PANAX (properties), Partner

Previous Volunteer/Committee Experience: (Involvement with City or other government committees, boards, projects, etc.)
Great for Pass Chamber of Commerce, Historical Building 1 sites
Committee, Board member (Josephine County Comm); President/Associate

Community Involvement:
All of the above Committee's, Ship dedication for James Ford
Bridge, Opening (Ruatori, Centennial dedication), 1995
Historic Site and Mark placement, Crofton Memorial

☑ YES! Put me on your waiting list if there are no current vacancies.

GREAT GRANDDAUGHTER DONATED THIS LAND MEMORIAL LIB.
TO THE CITY IN 1886

AUTHORIZATION WAIVER

I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Applicant's Signature

Date: 1/20/22
City of Grants Pass

City Committee/Commission Questionnaire:

Statement of your reasons for desiring to serve:

Caveman Plaza Task Force (Owner of Impacted Real Estate on “G” St., in the Historical District.

The Caveman Plaza Task Force is very important to me, being a property owner housing a successful business in the Historical District on “G” St. directly across from the Caveman Plaza and being a long time resident of this area, gives me history and knowledge of this location and the ability to help contribute and work with the Caveman Plaza Task Force creating an area of interesting improvement and accomplishment for our city, residents and tourists.

Statement of any relevant concerns or goals to be achieved while serving on this position

The Historical District with the business occupants and specialty restaurants is the HUB of Grants Pass, generating pleasurable activity for the residents and an interesting tourism destination....important to Grants Pass. This is a tremendous goal to accomplish and maintain, and IMPROVE what it is today, to create New Interest to generate more visitors and local patrons.

What do you think are the most critical issues facing this local government in the next three years

Housing, homeless , parking (garage). Completion of the new Water Treatment facility, and good jobs to build our community into a DESIRABLE place for all ages to live. We need industry in our area in order to keep good workers and youth staying in our community.

Are there some things about the City of Grants Pass that you have a special interest in

The Caveman Plaza was once the RailRoad Freight Depot. This property could be an attractive addition to the City and the Historical District , carrying out a theme featuring this previous style in some areas making a tourism destination with new and exciting attractions. In order for Tourism to continue, the City must have new and exciting areas to be visited. Tourist will not continue to visit if there isn’t some new features and things to offer.
Responsibilities of Volunteers

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Reporting an Accident:

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I have read and understand the above insurance limitations.

[Signature and Date]
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for

<table>
<thead>
<tr>
<th>Caveman Plaza Taskforce</th>
</tr>
</thead>
</table>

Wait List

| Yes |

Personal Information

*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Nick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Gates</td>
</tr>
</tbody>
</table>

Residential Address

Zip Code

Mailing Address (if different)

Zip Code

Home Phone Number

Business Phone Number

Email Address

<table>
<thead>
<tr>
<th>Occupation and Employer</th>
<th>Owner / Gates Furniture</th>
</tr>
</thead>
</table>

May we contact you at work?

| Yes |

City Resident

| Yes |
If yes, how many years?  35
County Resident  No
If yes, how many years?  *Field not completed.*
City Wards  1

**Educational Background**  
*Enter your educational background.*

<table>
<thead>
<tr>
<th>High School</th>
<th>Graduated</th>
</tr>
</thead>
<tbody>
<tr>
<td>College</td>
<td>Bachelor Degree</td>
</tr>
<tr>
<td>Trade or Business School</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Have you ever been convicted of a felony?</td>
<td>No</td>
</tr>
</tbody>
</table>

**Relevant Job History**
- Gates Furniture 2000 - Present
- Maentz Advertising Agency 2006 - 2008

**Previous Volunteer/Committee Experience**
- Rotary Duck Derby Committee Chair 2012
- Pacific Furniture Dealers Board President 2019 - Present
- National Home Furnishings Association Next Generation Advisory Board

**Community Involvement**
Myself and my family have been supporters of various community events and charities including Sparrow Clubs, Rogue Winterfest, Art Along the Rogue, Canine Angels, Boatnik, Back to The 50s, and much more.

**Authorization Waiver**
*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

**Verification**
I verify the information in my application.

**Applicant’s Name**
NICK GATES

**Date**
1/20/2022 12:30 PM

**City Committee / Commission Appointment Questionnaire**
*Fill out the following questions.*

**Statement of your reasons for desiring to serve:**
Simply put, I love our Downtown! I feel that the Downtown experience is second only to the beautiful setting our town is in and should be treated with the same amount of care and
respect. Given the opportunity, I am eager to see how we can help transform our Downtown District into something that balances our history with our future. With first hand knowledge of working as a professional in our beautiful city for over a decade, and being raised up in a business that has its roots in our Downtown since 1946, one thing has been proven to me over and over: Be ready and welcome to change.

Statement of any relevant concerns or goals to be achieved while serving in this position:
Interested to hear all sides concerning any past projects that failed and why. My goal would be to foster strong business opportunities for Downtown while creating welcoming public spaces. Also to seek out partnership from our local businesses to help further develop our downtown with a cohesive vision.

What do you think are the most critical issues facing this local government in the next three years?
Budget, public distrust of City Government, fostering the next generation of community leaders.

Are there some things about the City of Grants Pass that you have a special interest in?
Downtown District, public events, tourism, new commerce, affordable housing

Additional Information
Field not completed.

Responsibilities of Volunteers
As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

What if I am accused of doing something wrong?
The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:
1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.
The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

What if I have an accident while driving a City vehicle? The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.

Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:

1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

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What if I get hurt? The City does not provide Workers' Compensation benefits for Registered Volunteers. The City provides an accident insurance policy for Registered Volunteers. It is limited only to injuries due to an accident while performing assigned volunteer duties. The coverage is subject to the following conditions:

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   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000
Reporting an Accident

*Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.*

<table>
<thead>
<tr>
<th>Verification</th>
<th>I have read and understood the insurance limitations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volunteer's Signature</td>
<td>Nick Gates</td>
</tr>
<tr>
<td>Date</td>
<td>1/20/2022 12:30 PM</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
City Committee / Commission Appointment Application

<table>
<thead>
<tr>
<th>Select the Board, Commission, or Committee applying for</th>
<th>Caveman Plaza Taskforce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wait List</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Personal Information**

Enter your personal information.

- **First Name**: Don
- **Last Name**: Hendricks
- **Residential Address**
- **Zip Code**
- **Mailing Address (if different)**
- **Zip Code**
- **Home Phone Number**
- **Business Phone Number**: Field not completed.
- **Email Address**
- **Occupation and Employer**: Business Owner: Don's Bike Center
- **May we contact you at work?**: Yes
- **City Resident**: Yes
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>If yes, how many years?</td>
<td>26 years</td>
</tr>
<tr>
<td>County Resident</td>
<td>No</td>
</tr>
<tr>
<td>If yes, how many years?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>City Wards</td>
<td>1</td>
</tr>
<tr>
<td>Educational Background</td>
<td></td>
</tr>
<tr>
<td>High School</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>College</td>
<td>Bachelor Degree</td>
</tr>
<tr>
<td>Trade or Business School</td>
<td>Don's Bike Center</td>
</tr>
<tr>
<td>Have you ever been convicted of a felony?</td>
<td>No</td>
</tr>
<tr>
<td>Relevant Job History</td>
<td>Business owner on SWG Street for 25 years</td>
</tr>
<tr>
<td>Previous Volunteer/Committee Experience</td>
<td>Bikeways. Historic Building and Sites</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Authorization Waiver</td>
<td>I have completed the above questions and to the best of my knowledge,</td>
</tr>
<tr>
<td></td>
<td>what has been stated is true. If appointed, I agree to serve without</td>
</tr>
<tr>
<td></td>
<td>reimbursement of any kind. I understand that I may be subject to a</td>
</tr>
<tr>
<td></td>
<td>criminal records check. I further understand that irrespective of</td>
</tr>
<tr>
<td></td>
<td>any criminal records check, the City of Grants Pass may decline my</td>
</tr>
<tr>
<td></td>
<td>volunteer application or volunteer services at any time.</td>
</tr>
<tr>
<td>Verification</td>
<td>I verify the information in my application.</td>
</tr>
<tr>
<td>Applicant's Name</td>
<td>Don Hendricks</td>
</tr>
<tr>
<td>Date</td>
<td>1/2/2022 11:30 AM</td>
</tr>
<tr>
<td>City Committee / Commission Appointment Questionnaire</td>
<td></td>
</tr>
<tr>
<td>Statement of your reasons for desiring to serve:</td>
<td>I own commercial property in the Historic District across from</td>
</tr>
<tr>
<td></td>
<td>Caveman Plaza. I have a deep knowledge and experience with the</td>
</tr>
<tr>
<td></td>
<td>dynamics of downtown Grants Pass due to operating a business in the</td>
</tr>
<tr>
<td></td>
<td>area for 25 years. I believe I can contribute to thoughts and ideas</td>
</tr>
<tr>
<td></td>
<td>relative to the future of the Plaza.</td>
</tr>
<tr>
<td>Statement of any relevant concerns or goals to be</td>
<td>To provide objective input into the process.</td>
</tr>
</tbody>
</table>
achieved while serving in this position:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>What do you think are the most critical issues facing this local government in the next three years?</td>
<td>Equity and balance.</td>
</tr>
<tr>
<td>Are there some things about the City of Grants Pass that you have a special interest in?</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Additional Information</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

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As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

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2. If you are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer's Signature
Don Hendricks

Date
1/2/2022 11:30 AM

Email not displaying correctly? [View it in your browser]
City Committee / Commission Appointment Application

<table>
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<tr>
<th>Select the Board, Commission, or Committee applying for</th>
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<tr>
<td>Wait List</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Personal Information**

*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Julia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Hendricks</td>
</tr>
<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Zip Code</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Business Phone Number</td>
<td>Field not completed.</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Occupation and Employer</td>
<td>Don's Bike Center, Inc.</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>No</td>
</tr>
<tr>
<td>City Resident</td>
<td>Yes</td>
</tr>
</tbody>
</table>
If yes, how many years? 25
County Resident No
If yes, how many years? Field not completed.
City Wards 1

Educational Background
Enter your educational background.
High School Graduated
College Some College
Trade or Business School Field not completed.
Have you ever been convicted of a felony? No

Relevant Job History Bookkeeper, Teaching Assistant Dist 7
Previous Volunteer/Committee Experience Ride the Rogue Coordinator, DHS volunteer, School classroom volunteer K-12, Soccer coach, various event volunteer activities
Community Involvement I served on the City’s plaza committee. I was the Ride the Rogue event Coordinator for 3 yrs.

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification I verify the information in my application.
Applicant’s Name Julia Hendricks
Date 12/23/2021 9:30 PM
City Committee / Commission Appointment Questionnaire
Fill out the following questions.
Statement of your reasons for desiring to serve: My interest in serving on this committee is to represent the interest of downtown businesses. As a downtown property owner in close proximity to this project, I am interested in being involved as well. I have skills that would beneficial to working on this committee. I have worked with lots of volunteers to complete a task and reach a goal which makes me an asset to
this committee position. I have teamwork skills and insights that could be of value if chosen.

Statement of any relevant concerns or goals to be achieved while serving in this position:

I want to be involved in my community especially when it comes to downtown business interests. I feel it’s important for our City to use its valuable resources and assets well and aid small businesses in being a successful.

What do you think are the most critical issues facing this local government in the next three years?

Housing, homelessness and COVID related issues

Are there some things about the City of Grants Pass that you have a special interest in?

The downtown businesses and events that take place downtown

Additional Information

Field not completed.

Responsibilities of Volunteers

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What if I have an accident while driving a City vehicle?
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3. The amount of Insurance applicable per Registered Volunteer is as follows:
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   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential
liability situation while performing assigned duties, you must notify your supervisor
immediately.

Verification
I have read and understood the insurance limitations.
Dianne Phelan

From: noreply@civicplus.com
Sent: Tuesday, December 21, 2021 12:00 PM
To: Karen Frerk; Dianne Phelan
Subject: Online Form Submittal: City Committee / Commission Appointment Application

[NOTICE: This message originated outside the City of Grants Pass -- DO NOT CLICK on links or open attachments unless you are sure content is safe.]

City Committee / Commission Appointment Application

<table>
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<th>Select the Board, Commission, or Committee applying for</th>
<th>Caveman Plaza Taskforce</th>
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<td>Wait List</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Personal Information**

*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Terry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Hopkins</td>
</tr>
<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Zip Code</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Business Phone Number</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Occupation and Employer</td>
<td>Oregon Restaurant &amp; Lodging Association / Steam Distillery</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>Yes</td>
</tr>
<tr>
<td>City Resident</td>
<td>Yes</td>
</tr>
</tbody>
</table>
If yes, how many years? 10+

County Resident Yes

If yes, how many years? 10+

City Wards N/A

Educational Background
Enter your educational background.

High School Graduated
College Some College
Trade or Business School Field not completed.
Have you ever been convicted of a felony? No
Relevant Job History Restaurant Owner & work for Oregon Restaurant & Lodging Association
Previous Volunteer/Committee Experience Tourism Advisory Committee, Sparrow Clubs USA, Kiwanis, Chamber of Commerce BR&E Committee, Travel Lane County, ORLA Southern Oregon Leadership Team
Community Involvement Tourism Advisory Committee, Kiwanis, Chamber of Commerce

Authorization Waiver
I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification I verify the information in my application.

Applicant's Name Terry Hopkins
Date 12/21/2021 11:45 AM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve: I own a business downtown, represent businesses downtown through ORLA and have a passion for Grants Pass' tourism and economic development.

Statement of any relevant concerns or goals to be I would like to work collaboratively with stakeholders in our community to help shape the future growth and planning for tourism and economic development.
achieved while serving in this position:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>What do you think are the most critical issues facing this local government in the next three years?</td>
<td>Homelessness, affordable housing, economic development &amp; workforce</td>
</tr>
<tr>
<td>Are there some things about the City of Grants Pass that you have a special interest in?</td>
<td>Tourism, events &amp; economic development.</td>
</tr>
<tr>
<td>Additional Information</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

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Verification I have read and understood the insurance limitations.

Volunteer’s Signature Terry Hopkins

Date 12/21/2021 11:45 AM
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for  
Caveman Plaza Taskforce

<table>
<thead>
<tr>
<th>Wait List</th>
<th>No</th>
</tr>
</thead>
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Personal Information  
*Enter your personal information.*

<table>
<thead>
<tr>
<th>First Name</th>
<th>Bob</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Lange</td>
</tr>
<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>Mailing Address (if different)</td>
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<td></td>
</tr>
<tr>
<td>Occupation and Employer</td>
<td>Hydrologist, Bureau of Land Management</td>
</tr>
<tr>
<td>May we contact you at work?</td>
<td>Yes</td>
</tr>
<tr>
<td>City Resident</td>
<td>Yes</td>
</tr>
</tbody>
</table>
If yes, how many years? | 7
---|---
County Resident | Yes
If yes, how many years? | 7
City Wards | 1

**Educational Background**

*Enter your educational background.*

| High School | Graduated |
| College | Advanced Degree |
| Trade or Business School | Field not completed |
| Have you ever been convicted of a felony? | No |

**Relevant Job History**

| 20 years in Public Service |

**Previous Volunteer/Committee Experience**

| Vice Chair, Bikeway Walkway Committee |

**Community Involvement**

| Dollar Mtn. Trail Development |

**Authorization Waiver**

*I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.*

**Verification**

I verify the information in my application.

**Applicant's Name**

Bob Lange

**Date**

1/13/2022 4:30 PM

**City Committee / Commission Appointment Questionnaire**

*Fill out the following questions.*

**Statement of your reasons for desiring to serve:**

I think the location of the shopping center is in a key visible and strategic location downtown for community and economic development. Current conditions with the poor parking design makes it dangerous at times and the structure is not ideal for the site. I also believe strongly that public resources should not be used for private gain. I think it is important for the City to carefully consider long-term public benefits with any public resources, including tax relief.
| Statement of any relevant concerns or goals to be achieved while serving in this position: | Contribute to the quality of life in Grants Pass and shape the future of the downtown area. |
| What do you think are the most critical issues facing this local government in the next three years? | An appropriate response to the the national, regional and local issues with affordable housing. It is important that the City has a vision of the type community that we want to build for the future. Developing an adequate tax base to support necessary infrastructure. |
| Are there some things about the City of Grants Pass that you have a special interest in? | Bikeway and walkways, recreation, farmer's market, good and healthy local businesses, sense of community. |
| Additional Information | Field not completed. |

**Responsibilities of Volunteers**

As a volunteer with the City of Grants Pass, you are covered by the City of Grants Pass for liability and personal injury. Please read the following and sign:

**What if I am accused of doing something wrong?**

*The city provides you with protection from liability for bodily injury or property damage you cause to someone else. We refer to this coverage as "Tort Liability." The coverage is subject to the following conditions:*

1. You limit your actions to only the duties assigned in your job description, or assigned by an authorized supervisor.

2. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with intention to cause harm to others.

You are personally responsible when:

1. Your actions are contrary to the duties assigned in your job description, or assigned by an authorized supervisor.

2. You act maliciously, with the intent to cause unlawful damage or injury, or with gross recklessness.

3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City's defense against the claim.

The limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

**What if I have an accident while driving a City vehicle?**

*The City of Grants Pass will pay and defend claims against you for injury to people or property caused while operating a City owned vehicle to perform assigned duties. We refer to this coverage as "Vehicle Liability." The City will also pay for damages to the City vehicle.*
Your insurance company will be responsible for the defense and payment of claims against you for injury to people or property caused while operating your personal vehicle.

The coverage is subject to the following conditions:

1. You report an accident that happens on City business to your supervisor immediately.

2. You cooperate fully with Risk Management and the City Attorney.

3. You have a valid driver's license, and follow all laws and rules while operating the vehicle.

You are not covered for an accident while driving when:
1. You operate your personally owned vehicle to perform City business. The City does not provide any protection for your vehicle. You are expected to have liability insurance, comprehensive & collision insurance for any personally owned vehicle that you use on City business. It is up to you to carry insurance on your vehicle.

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1. Coverage pays after any available insurance which may apply to the same injury.

2. If your are injured in a private vehicle, the vehicle owner's insurance is responsible for your medical bills.

3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification
I have read and understood the insurance limitations.

Volunteer’s Signature
Bob Lange
City of Grants Pass
City Committee/Commission Appointment Application

Name: Arden M. Connell
Address: 
Mailing Address (if different): 
Home Phone: 
Business Phone: Same 
E-mail Address: 
Occupation and Employer: Retired
May we contact you at work? Yes

City Resident □ No ☑ Yes How many years? 47
County Resident □ No □ Yes How many years?

What ward do you live in? 3

I am interested in serving on the following committee(s):

☐ City Council

☐ Tourism Advisory Committee
Special Qualifications (Select one only):
□ Lodging Properties
□ River Guide
□ Area Attractions
□ Restaurants
□ Marketing
□ Realtor
□ Media
□ Citizen-at-large

☐ Historical Buildings & Sites Commission
Special Qualification (Select one only):
□ Represents Historical Society
□ Owns property in either Historic or Conservation District, or owns a Historic Landmark
□ Owns business in Central Business District
□ Licensed or retired designer or architect
□ Citizen-at-large

☐ Parks Advisory Committee
Specific Interests (Select one only):
□ Athletic Leagues
□ Park Events
□ Frequent Park User
□ Natural Resource Preservation
□ Family Play Friendly Facilities

☐ Bikeways and Walkways Committee
Specific Interests (Select one only):
□ Bicyclists
□ Walkers

☐ Housing Advisory Committee
Special Qualification (Select one only):
□ Develops or operates housing, transitional or short-term housing, or shelter for special needs
□ Financial institution/lender
□ Owns rental property
□ Residential developer
□ Renter in the LMI (low to moderate income category)
□ Citizen-at-large

☐ CEDC Committee
Special Qualification (Select one only):
□ Business Retail
□ Manufacturing/Industrial
□ Health Care
□ Finance/Commercial lending/Real estate
□ Member-at-large

☐ CoPA Committee

☐ Urban Tree Advisory Committee

☐ Urban Area Planning Commission

☐ Budget Committee

☐ Caveman Plaza Taskforce

Please return completed application: City Manager’s Office - 101 NW “A” Street - Grants Pass, Oregon 97526 (541) 450-6000
Education Background
High School: ☑ Graduated ☐ GED
College: ☑ Some College ☐ Bachelor’s Degree ☐ Advanced Degree

Have you ever been convicted of a felony? ☐ Yes ☑ No

Relevant Job History: 

Previous Volunteer/Committee Experience: (Involvement with City or other government committees, boards, projects, etc.)

Community Involvement:

☑ YES! Put me on your waiting list if there are no current vacancies.

AUTHORIZED WAIVER

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Applicant’s Signature: ____________________________ Date: January 20, 2020

Please return completed application: City Manager’s Office - 101 NW “A” Street - Grants Pass, Oregon 97526 (541) 450-6000
Arden McConnell  
January 20, 2022

Attachment to: Application for Caveman Plaza Task Force.

Relevant Job History

Governor appointed as liaison to the Director of the Historic Restoration of the California State Capitol Building - 7 years.

Previous Volunteer/Committee Experience

Spent hundreds of eventually successful hours convincing the City to incorporate television for public viewing. Created and sponsored City Historical Redwood Trees memorial. Board member of Jo Co Historical Society, Chair, and Vice-Chair of Historical Buildings & Sites Commission.

Community Involvement

Redwoods Lion Club member — created and participated in a FIRST which was: Lighting and decorating the bridges and Riverside Park for Christmas. Former active member of RASCALS. Sustaining member of JO CO Historical Society. Donate to various animal rescue groups.

Reasons for desiring to serve

Having experienced volunteering via HBSC for several years, and have acquired important and valuable knowledge of the Downtown and the National Historic District, I’m happy to share facts and pertinent information relevant to the efforts of the Caveman Plaza’s Task Force.

Statement of any relevant concerns or goals to be achieved while serving in this position

Plaza Interfacing with the National Historic District. Have no pre-conceived outcomes.

Most critical issues facing this local government in the next three years

Other than homelessness; Five step water project. Housing. Growth. Economy. Feral Cat Control

Are there things about the City of Grants Pass that you have a special interest in?


###
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3. You are accused of a crime.

4. You fail to cooperate with Risk Management or the City Attorney; or you act in such a way as to harm the City’s defense against the claim.

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3. The amount of Insurance applicable per Registered Volunteer is as follows:
   a. Principal Sum - $2,500
   b. Capital Sum - $2,500
   c. Medical Indemnity - $25,000

Reporting an Accident
Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

Verification*
Check the box and enter your name and the date to verify you have read and understood the above insurance limitations.

✓ I have read and understood the insurance limitations.

Volunteer's Signature* Date*
ARDEN MCCONNELL 01/20/2022 3:45 PM

✓ Receive an email copy of this form.

Email address

This field is not part of the form submission.

* Indicates a required field
City Committee / Commission Appointment Application

Select the Board, Commission, or Committee applying for

<table>
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<th>Caveman Plaza Taskforce</th>
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Personal Information

Enter your personal information.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Rob</th>
</tr>
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<tbody>
<tr>
<td>Last Name</td>
<td>Pochert</td>
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</tbody>
</table>

Residential Address

Zip Code

Mailing Address (if different)

Zip Code

Home Phone Number

Business Phone Number

Email Address

Occupation and Employer

Retired

May we contact you at work?

Yes

City Resident

Yes
If yes, how many years? 13

County Resident Yes

If yes, how many years? 31

City Wards N/A

**Educational Background**

*Enter your educational background.*

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<tr>
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<td>College</td>
<td>Bachelor Degree</td>
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<tr>
<td>Trade or Business School</td>
<td>Field not completed.</td>
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Have you ever been convicted of a felony? No

**Relevant Job History**


**Previous Volunteer/Committee Experience**

City of Grants Pass Staff Liaison to Town Center Association and Grants Pass Tourism Advisory Committee. Supervised City of Grants Pass Tourism Program. Facilitated 1st Downtown Grants Pass Streetscape Development Program. Coordinated the implementation of a National and State of Oregon Main Street Program for the Downtown Business District. Implemented 1st Downtown Historic Building Façade Restoration Loan Program. Facilitated the acquisition of surplus railroad property behind Post Office and development and construction of parking lot for the permanent home for the Saturday Grower’s Market. Coordinated the development and Implementation of the 1st Downtown Historic District. Assisted Dane and Travis Boersma to affect minor changed to zoning code to enable the setup of their 1st Dutch Bros coffee cart in parking lot next to Post Office (1992)

**Community Involvement**

Authorization Waiver

I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

Verification
I verify the information in my application.

Applicant's Name
Robert L Pochert

Date
12/22/2021 2:28 PM

City Committee / Commission Appointment Questionnaire
Fill out the following questions.

Statement of your reasons for desiring to serve:
It is my desire to perhaps provide some insights from my 25+ years of economic and business development and successful public sector experience as this Task Force works to achieve its purpose to identify potential barriers to be overcome and solutions for redevelopment of the shopping plaza. And to give back to the community that both my wife and I have raised our 5 children and called home. I have a professional resume and references available if desired.

Statement of any relevant concerns or goals to be achieved while serving in this position:
I think it would be relevant and perhaps prudent to look at what was done in the past, to perhaps build on what worked and avoid what did not work so well. My experiences within the public sector community planning processes in many communities nationally in the context of downtown/urban business environment could be of value to this Task Force.

What do you think are the most critical issues facing this local government in the next three years?
I do not think 1990s business and urban development strategies will be that effective in today’s economic environment. Since our return to Grants Pass in 2012, I have heard many of our local advocates promote ideas and strategies to improve our community that were tried in the past and failed. WE must look outside our community to other areas that have overcome similar challenges and develop our own locally appropriate strategies based on successful programs implemented elsewhere.

Are there some things about the City of Grants Pass that you have a special interest in?
As a retiree with 5 adult children and 12 grandchildren, I have a special interest in excellent healthcare, better than average education opportunities for all children K-12 and beyond and the for the continued efforts to create an environment where our business community and our citizens be prosperous.

Additional Information
Field not completed.
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Verification
I have read and understood the insurance limitations.

Volunteer's Signature
Robert L Pochert

Date
12/22/2021 12:00 AM

Email not displaying correctly? [View it in your browser]
City of Grants Pass  
City Committee/Commission Appointment Application

Name: Ward Warren

Address: ____________________________  

Mailing Address (if different): ____________________________

Home Phone: __________ Business Phone: __________ E-mail Address: __________

Occupation and Employer: self-employed  

May we contact you at work? ______

City Resident □ No □ Yes How many years? 40+  

County Resident □ No □ Yes How many years? 40+

What ward do you live in? Warren

I am interested in serving on the following committee(s):

□ Bikeways and Walkways Committee  
  Specific Interests (Select one only):  
  □ Bicyclists  
  □ Walkers

□ Tourism Advisory Committee  
  Special Qualifications (Select one only):  
  □ Lodging Properties  
  □ River Guide  
  □ Area Attractions  
  □ Restaurants  
  □ Marketing  
  □ Realtor  
  □ Media  
  □ Citizen-at-large

□ Historical Buildings & Sites Commission  
  Special Qualification (Select one only):  
  □ Represents Historical Society  
  □ Owns property in either Historic or Conservation District, or owns a Historic Landmark  
  □ Owns business in Central Business District  
  □ Licensed or retired designer or architect  
  □ Citizen-at-large

□ Parks Advisory Committee  
  Specific Interests (Select one only):  
  □ Athletic Leagues  
  □ Park Events  
  □ Frequent Park User  
  □ Natural Resource Preservation  
  □ Family Play Friendly Facilities

□ CEDC Committee  
  Special Qualification (Select one only):  
  □ Business Retail  
  □ Manufacturing/Industrial  
  □ Health Care  
  □ Finance/Commercial lending/Real estate  
  □ Member-at-large

□ Housing Advisory Committee  
  Special Qualification (Select one only):  
  □ Develops or operates housing, transitional or short-term housing, or shelter for special needs  
  □ Financial institution/lender  
  □ Owns rental property  
  □ Residential developer  
  □ Renter in the LMI (low to moderate income category)  
  □ Citizen-at-large

□ Budget Committee

□ PAVE Committee

□ CoPA Committee

□ Urban Area Planning Commission

□ Urban Tree Advisory Committee

Please return completed application:  City Manager’s Office - 101 NW “A” Street - Grants Pass, Oregon  97526 (541) 450-6000
Education Background
High School: ☒ Graduated □ GED
College: □ Some College ☒ Bachelor’s Degree □ Advanced Degree

Have you ever been convicted of a felony? □ Yes ☒ No

Relevant Job History:
Retail business owner/DT for 35+ years; Property owner/manager in the CBD, Historic hotels, design, restoration & management.

Previous Volunteer/Committee Experience: (Involvement with City or other government committees, boards, projects, etc.)
Chair of the Comp. for the Reconstruction of 63rd & 7th Sts, Downtown Design Comm., Parking Task Force, Urban Renewal Comm., PAVE Tourism Comm., Chair of Historical Sites Commission

Community Involvement:
Pres. of Town Center Assoc. 8 years, developed/promoted many community events, have scored on many City committees/commissions & promoted City events

☐ YES! Put me on your waiting list if there are no current vacancies.

AUTHORIZATION WAIVER

I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I may be subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.

[Signature]
[Date]

Applicant’s Signature

Please return completed application: City Manager’s Office - 101 NW “A” Street - Grants Pass, Oregon 97526 (541) 450-6000
City of Grants Pass
City Committee/Commission Questionnaire

Statement of your reasons for desiring to serve: Please write a brief narrative describing your interest, qualifications and what you hope to accomplish in this position. Please include your skills, experience, and knowledge that you would contribute in this position. (Please feel free to use an additional sheet of paper or attach a cover letter, resume, or other helpful information).

Write background and experience downtown over many years. Able to see the "big picture"
Know most of the players and have worked with them over the years
Served on many City Committees & Commissions (Parkway, Johnson, Design, Historic District, Urban Renewal, Recreation)
Able to offer creative ideas and solutions
Experience with parking issues and downtown design as well as the Historic District and Historic Preservation

Statement of any relevant concerns or goals to be achieved while serving on this position:
Maintaining parking downtown - Central Plaza has 150 spaces.
Continue to help downtown evolve and remain vibrant and successfully providing an accessible, comfortable, attractive environment.

What do you think are the most critical issues facing this local government in the next three years?
Maintaining/increasing parking to accommodate the increase in population and tourism.
Developing a comprehensive plan for the homeless population.
Developing a community-wide strategic plan to deal with the threat of wild fires. More affordable workforce housing.

Are there some things about the City of Grants Pass that you have a special interest in?
Yes, the things listed above, as well as maintaining a desirable balance between growth and livability.
Continue working to keep the downtown vibrant and successful because if we don't have a healthy, attractive core, we don't have a healthy, attractive city.

Thank you.

Please return completed application: City Manager's Office - 101 NW "A" Street - Grants Pass, Oregon 97526 (541) 450-6000
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   c. Medical Indemnity - $25,000

Reporting an Accident:

Any time you are involved in an accident, or have knowledge about a potential liability situation while performing assigned duties, you must notify your supervisor immediately.

I have read and understand the above insurance limitations.

Signature of Volunteer ___________________________ Date 1/14/22
Resolution adopting the City of Grants Pass

Item: Non-Bargaining Employee Handbook. Date: February 16, 2022

SUBJECT AND SUMMARY:
The City of Grants Pass Non-Bargaining Employee Handbook was created to document working conditions and benefits for this identified group of employees. In preparation for a rewrite of the Personnel Rules, Regulations and Policies (PRRP), which references the Grants Pass Employee Association and non-bargaining employees' benefits and working conditions will be removed.

RELATIONSHIP TO COUNCIL GOALS:
This supports Council’s goal of LEADERSHIP by creating a handbook that reflects the working conditions and benefits specific to the non-bargaining employees, so the information is current and easily accessible in one place.

CALL TO ACTION SCHEDULE:
Call to action schedule: February 16, 2022.

BACKGROUND:
Human Resources is working on a complete rewrite of the Personnel Rules, Regulations and Policies (PRRP) as the current version contains references to Grants Pass Employee Association (GPEA) and non-bargaining benefits and working conditions, and inaccurate language based on today’s workplace requirements. The PRRPs also contain some benefit and working condition information related to non-bargaining employees, and this is not the best place for this information.

The creation of the Grants Pass Non-Bargaining Employee handbook is the first step in the rewrite process of the Personnel Rules as the handbook contains terms and conditions of employment in one place so they can be removed from the Personnel Rules, which should contain information that applies to all City personnel.

Non-bargaining employees and Council were provided a copy of the handbook for review prior to final adoption.

From time-to-time laws will change, be added or be repealed. The personnel officer has the authority to update the Non-Bargaining Employee Handbook to comply with the law and to make other changes approved by Council, such as adding a new job classification to the group.

COST IMPLICATION:
None.

ITEM: 5.a. RESOLUTION ADOPTING THE CITY OF GRANTS PASS NON-BARGAINING EMPLOYEE HANDBOOK.
Staff Report (continued):

ALTERNATIVES:

Council could choose to not adopt the City of Grants Pass Non-Bargaining Employee Handbook and continue to provide this information as part of the Personnel Rules, Regulations and Policies.

RECOMMENDED ACTION:

It is recommended Council adopt the City of Grants Pass Non-Bargaining Employee Handbook.

POTENTIAL MOTION:

I move to adopt the City of Grants Pass Non-Bargaining Employee Handbook.
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRANTS PASS
ADOPTING THE CITY OF GRANTS PASS NON-BARGAINING EMPLOYEE
HANDBOOK.

WHEREAS:

1. The Council of the City of Grants Pass is authorized and directed under the
   provisions of Ordinance No. 4349 to adopt, and amend, if necessary, rules and
   regulations for the administration of the personnel system created in said
   ordinance; and

2. The City has a document titled Personnel Rules, Regulations and Policies, which
   contains policies and rules that apply to all employees and most benefits and
   working conditions for non-bargaining employees; and

3. The City Council wishes to remove benefits and working conditions from the
   personnel rules, which is a document that should apply to all personnel, and
   identify provisions specific to the non-bargaining employees in a separate
   handbook; and

4. Occasionally laws or policies will change that impact benefits or working
   conditions, or general language updates will be necessary, and the personnel
   officer is authorized to apply updates within these limitations to the Non-
   Bargaining Employee Handbook; and

5. The City will bring forward an amended version of the Personnel Rules for
   Council adoption after the Non-Bargaining Handbook is adopted.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Grants
Pass adopts the Non-Bargaining Handbook 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 16th day of February 2022.

SUBMITTED to and _____________ by the Mayor of the City of Grants Pass,
Oregon, this ____ day of February 2022.

________________________________________
Sara Bristol, Mayor

ATTEST:

________________________________________
Karen Frerk, City Recorder

Date submitted to Mayor: ____________________

Approved as to Form, Aaron Cubic, City Manager ____________________

251
City of Grants Pass
Non-Bargaining Employee Handbook

City of Grants Pass
101 NW A Street
Grants Pass, OR 97526
(541) 450-6000

Adopted by Council:
February 16, 2022

Grants Pass
LIVE ROGUE
Oregon
Purpose

This handbook is to provide guidance and direction to non-bargaining employees who are exempt from representation by labor organizations and subject to the authority of the City Manager. These policies are not to be construed as a contract of employment. The City expressly reserves the right to change, add to, modify or delete policies at any time. Changes will be effective on dates determined by the City, and you may not rely on policies that have been superseded.
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Section I  Classifications

1.1  Position Classification

Executive Personnel include the following classifications:

City Manager
Assistant City Manager
City Attorney
Department Director

Supervisory/Managerial Personnel include the following classifications:

9-1-1 Manager
Assistant Finance Director
Accounting Supervisor
Assistant Community Development Director
Assistant Public Works Director
Battalion Chief
Building Official
Business Operations Supervisor
Civilian Police Supervisor
City Engineer
City Recorder
Customer Service Supervisor

Confidential-Professional Personnel include the following classifications:

Accountant
Business Advocate
Deputy City Attorney
Executive Assistant
Office Assistant - Administration

Deputy Chief - Fire Rescue
Facilities Maintenance Supervisor
Fire Marshal
Information Technology Manager
Parks Supervisor
Police Captain
Police Lieutenant
Principal Planner
Sergeant
Superintendent

Personnel Analyst
Personnel Assistant
Personnel Technician
Utility Engineer

1.2  Irregular Classifications

The City Manager may enter into temporary employment agreements for fewer than 600 hours or 1,040 hours (PERS Tier 1 or 2 retiree) per calendar year. Working conditions and terms of employment are defined based on the department needs.

Temporary, seasonal and on-call employees will be guided by the terms and conditions under which they are hired, Personnel and Administrative Policies and State and Federal laws. Incumbents will be paid a wage consistent with others in the City who perform the same or similar functions.

1.3  Employment Status Classification

Full-time: Employment in an established position requiring forty (40) hours or more of work per week. Full-time positions are included in the City’s budget and employees are typically eligible to participate in the City’s benefit programs.
Part-time: Employment requiring less than thirty (30) hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of forty (40) or more hours will not constitute a change in status from part-time to full-time. Part-time positions are included in the City’s budget and employees are not typically eligible for health and welfare benefits except those mandated by law.

Seasonal: Employment for a limited duration with varied hours, from two weeks during the school holiday to twelve weeks during the summer season. Seasonal employees may not work more than 599 hours in a calendar year.

Temporary: Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time. Temporary employees are not eligible for benefits other than those mandated by law.

On-call: Employment with a varied schedule throughout the calendar year. On-call employees may not work more than 1,040 hours in a calendar year.

Staffing Agency: Employees hired through a temporary employment staffing agency to fill short-term vacancies or for project work.

Section II Appointments
The City Manager is responsible for the appointment of positions.

2.1 At-Will Positions
The City reserves the right to employ at will. This means that employment can be terminated, with or without cause, and with or without notice, at any time, at the option of the City or at the option of the employee.

2.2 Trial Service Period
Confidential-professional and supervisory employees, and current employees who are promoted or transferred within the City into a position within these classifications, will serve a trial service period.

The trial service period is an extension of the employee selection process. During this period, employees are considered to be in training and under observation and evaluation by their manager. Evaluation of work performance, employee conduct and adherence to work rules, to include attendance and job responsibilities will be considered during the trial service period. This period provides the employee an opportunity to demonstrate satisfactory performance and the supervisor an opportunity to determine if the employee’s knowledge, skills and abilities meet the position requirements. This period is also an opportunity for the employee to evaluate if the position is a good fit for them and if the City of Grants Pass meets their expectations as an employer.

At or before the end of the trial service period, a decision about the employee’s employment status will be made. The City will decide whether to: 1) extend the trial service period; 2) move the employee to regular, full-time or regular, part-time status; or 3) terminate employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both the employee and City may terminate the employment relationship during the trial service period for any lawful reason. Further, completion of the trial service period or continuation of employment
after the trial service period does not entitle an employee to remain employed by the City for any definite period of time. Both the employee and the City are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

**New Hire Trial Service**: Newly hired employees will be required to serve a minimum of a 12-month trial service period. The employee’s anniversary date will be established at the end of the trial service period.

The new hire trial service period will be extended for any unpaid leave time taken during the initial trial service, and when all performance expectations have not been met and it is believed that additional time will prove successful. Trial service extensions will be recommended by the Supervisor and approved by the Department Director and Human Resources.

**Promotional Trial Service**: Current employees of the City may be selected to advance to a higher position or to laterally move to another department or division. Current employees will be required to serve a 6-month trial service period in the new position/classification.

The promotional trial service period may be extended at the recommendation of the Department Director when the employee has not met all performance expectations by the end of the initial 6-month period.

**2.3 Background Process**

All employees of the City must undergo some level of background and/or reference checking. Refer to City policies for details regarding the recruitment and background processes.

Employees who promote or transfer to a position with a higher background requirement than their current position will be required to complete an updated background or other testing components prior to approval for appointment.

**Section III Hours**

**3.1 Workweek**

The workweek is a seven (7) day period beginning Sunday at 12:00 a.m. and ending the following Saturday at 11:59 p.m.

Hourly employees assigned to a 9/80 work schedule, as defined in Section 3.3, work a seven (7) day period beginning Friday at 12:01 p.m. and ending the following Friday at 12:00 p.m.

**3.2 Work Day**

Personnel assigned to an 80-hour pay period may be scheduled as an eight (8), nine (9), ten (10) or twelve (12) hour work day depending upon the work schedule approved by the Department Director.

Personnel assigned to a 112-hour average pay period, specifically Fire shift personnel, will be scheduled a twenty-four (24) hour work day. Except for emergencies and requirements following an emergency to maintain operational readiness, employees will not normally be required to work in excess of nine (9) hours, inclusive of meal periods, during any 24-hour work shift.
3.3 Work Schedule

Hourly employees covered by these Rules are expected to work or be on approved leave of absence from work for a combined total of no less than 2,080 hours per year for forty (40) hour work week personnel and 2,912 hours per year for fifty-six (56) hour work week personnel, the schedule of which will be assigned by the City Manager or designee. Unless otherwise approved by the City Manager, the typical hours of work for a workday will be from 8:00 a.m. until 5:00 p.m., excluding Police and Fire's 24/7 scheduling requirements.

Exempt employees have no minimum or maximum hours of work. The quality and quantity of their work product is expected to pass a continuous close scrutiny of the City Manager. It is understood that the average work week must be 40 hours with a significant majority of the time worked being done during the Monday through Friday period from 8:00 a.m. to 5:00 p.m. The City Manager or designee has the option to require set schedules and approve all leaves of absence.

The work schedule shall typically consist of any of the following approved schedules depending upon assignment. Supervisors assigned to Dispatch may work a combination of schedules with rotating days off.

a) 5/8: Five (5) consecutive eight (8) hour work days with two (2) consecutive days off
b) 4/10: Four (4) consecutive work days with three (3) consecutive days off
c) 9/80: Five (5) consecutive nine (9) hour work days with two (2) consecutive days off followed or preceded by three (3) nine (9) hour work days and one (1) eight (8) hour work day with three (3) consecutive days off within the same pay period.
d) 12s: In a pay period, a standard rotation would be two (2) consecutive twelve (12) hour work days with two (2) consecutive days off followed or proceeded by three (3) consecutive twelve (12) hour work days with two (2) consecutive days off followed or proceeded by two (2) consecutive days with three (3) days off. A second shift would work the opposite rotation. (This work schedule will result in 84 hours being scheduled during a pay period, four (4) of which will be "flexed" out when staffing permits.) This schedule is designed for those assigned to "shift work" in the Police Department.
e) 24s: Two (2) consecutive twenty-four (24) hour work days with four (4) consecutive days off. This schedule is designed for those assigned to "shift work" in the Fire Rescue Department.

3.4 Flex Time

Exempt employees are not eligible for overtime compensation under the FLSA. There are times when exempt employees are expected to work hours well in excess of the forty (40) hour FLSA workweek. The City Manager or his designee may grant periods of flex time to exempt employees when it is determined that the time off is reasonable and warranted. The flex benefit is designed to allow the City Manager or designee the ability to flex the employee's schedule (go home early or come in late) when warranted and is intended for occasional use rather than on a routine basis.

Exempt employees are expected to utilize accrued leave for approved absences from the workplace that exceed two (2) hours. An exempt employee who is absent from the workplace for not more than two (2) hours in a workday, need not note such absence on the timecard.
3.5 Rest Period

Non-exempt employees are required to take an uninterrupted rest break for every four-hour segment or major portion thereof in the work period. The City permits employees to take up to a fifteen (15) minutes rest period, which shall be scheduled by the City in accordance with the operational needs and requirements of each employee's duties, and shall be considered on-duty time, and on-call. Rest periods may be taken away from the work site. City vehicles shall not be used to go for rest periods.

3.6 Rest Breaks for Expression of Breast Milk

The City will provide reasonable rest periods to accommodate an employee who needs to express milk for their child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. The employee is entitled to take a reasonable period each time the employee has a need to express milk.

The City will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City is required to provide as paid rest breaks and/or meal periods under these personnel rules. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, the City may, at the discretion of the employee's supervisor, allow the employee to work before or after the normal shift to make up the amount of time used during the unpaid rest periods. The City will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

The City will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the City will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice: An employee who intends to express milk during work hours must give their supervisor or Department Director reasonable oral or written notice of the intention to do so in order to allow the City time to make any preparations necessary for compliance with this rule.

Storage: Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

3.7 Meal Period

Non-exempt employees are required to take at least a thirty (30) minute unpaid meal period during each workday when working 6 or more hours in a day. 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 unless the employee is assigned a work vehicle and therefore does not have a personal vehicle for travel.
Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact their supervisor or Human Resources.

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<td>2 hours or less</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2 hours &amp; 1 minute – 5 hours &amp; 59 minutes</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>6 hours</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>6 hours &amp; 1 minute – 10 hours</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>10 hours &amp; 1 minute – 13 hours &amp; 59 minutes</td>
<td>3</td>
<td>1</td>
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**Police:** Employees assigned to Patrol, Detectives and shift work in Dispatch shall be granted a paid lunch period as their positions require them to be available to respond while in such assignments.

**Fire:** Employees assigned to Fire Rescue shift work will have meal periods included in their 24-hour shift period.

### Section IV  Pay Plan and Compensation

#### 4.1 Pay Plan

The Personnel Officer shall prepare a compensation plan, which shall prescribe a minimum, a maximum and any intermediate rates of pay appropriate for each class.

#### 4.2 Rate of Pay

The rate or range for each class shall equitably reflect the difference in duties and responsibilities and shall be related to compensation for comparable positions.

Regular classifications have a defined salary structure and schedule that is approved and adjusted by the City Council.

On-Call employees are to be placed at a step commensurate with the employee’s level of experience within the defined range for the classification.

Seasonal employees are hired to provide short term work during peak periods throughout the year. A seasonal salary schedule will be established annually by the City Manager. General labor not requiring driving responsibilities will be paid Oregon minimum wage. Seasonal positions requiring more training and/or skills than general labor or maintenance will be paid at a rate appropriate to the job classification they are hired to cover.

Staffing agency employees hired through an agency will be paid at a wage commensurate with the position they are temporarily filling, or the skillset required of the project assigned.

#### 4.3 Appointee Compensation

Upon initial appointment to a position, the employee shall receive the minimum salary for the class to which the position is allocated. However, in cases where unusual difficulty in filling the vacancy is experienced, or when the appointee is exceptionally qualified, the Personnel Officer may cause
the appointment to be made at a salary level above the minimum, but not more than the maximum for the class.

4.4 Pay Rate Changes

Pay rate changes may occur for those employees below maximum step for their pay range in the following situations when recommended by the supervisor/manager and approved by the Personnel Officer:

a) Performance Reviews

Employees shall be evaluated, using prescribed personnel evaluation forms. New employees shall be evaluated before they reach regular status, and regular employees shall be evaluated to provide a guideline for the Department Director relative to salary increases and job performance. Once employees successfully complete their trial service periods, performance evaluations will be completed at least once each year by their anniversary date.

b) New Hire Trial Service Review

Newly hired employees will be eligible for a step increase on their anniversary date following successful completion of the trial service period.

c) Merit Increase

Upon completion of 12 months of satisfactory job performance following the most recently established anniversary date, an employee is eligible for a one-step salary increase. Movement through range and retention of an achieved pay step will be subject to work performance evaluation made by the City Manager or designee in the chain of command supervising the employee. Progression through the salary range occurs when job performance meets the requirements of the position. Progression through the steps is based on overall job performance. Employees who receive an overall rating of less than “performer” will not be eligible to advance a step.

d) Exceptional Increase

The City Manager may approve an exception to the general rules regarding salary increases where circumstances warrant such action. Such recommendations shall be submitted by the Department Director.

e) Cost of Living Adjustments

The City Council may consider a Cost of Living Adjustment (COLA) for employees not covered by a collective bargaining agreement. The calculation of such COLA is traditionally determined by using the CPI-Urban Wage Earners and Clerical Workers – U.S. City average, for the twelve (12) month period ending October of the preceding year. Other factors may be taken into consideration, such as a competitive market study.

f) On-Call Dispatch - Good Standing

On-call Dispatch employees are required to perform dispatching duties a minimum of twenty-four (24) hours during each calendar quarter to maintain the required skillset necessary for dispatching. Required training to maintain certifications shall not count towards this twenty-four (24) hour requirement. No dispatcher shall be absent from the
workplace more than two consecutive months, unless the ability to meet the attendance requirements are protected under state or federal laws or work shifts are not available.

On-call dispatchers will be eligible for a single step increase at the beginning of the next calendar year when recommended by a supervisor so long as they have maintained satisfactory performance and worked a minimum of 320 hours in the preceding calendar year. On-call employees who are "stepped-out" at Step 6, will be eligible to advance to the negotiated "new" rate, when a rate change occurs, effective the beginning of the succeeding calendar year when step eligibility criteria is met.

Wage changes will be effective the beginning of the pay period following receipt of the recommendation by Human Resources.

4.5 Classification Change

Employees may promote, demote or be reclassified to another position during their career with the City. When an employee’s salary is changed due to demotion or promotion, all accrued earned compensation shall be converted to cash at the employee's old rate.

a) Promotional Increase

An employee who promotes to a higher classification shall be placed on the new salary range at a step that provides a 5% increase. The promoted employee’s anniversary date will change to the date of promotion.

b) Reclassification Increase/Decrease

Whenever the duties of a position change materially and a position is reclassified, the employee in that position is reclassified. The employee shall be placed a step on the new salary range that provides at least a 5% increase above the present salary. No change in anniversary date shall be made and no probationary period shall be served providing employee has already served his/her probationary period and has been performing the duties satisfactorily.

c) Demotion Decrease

Demotion for cause will ordinarily result in a corresponding reduction in salary.

d) Non-Exempt to Exempt Position

Employees who move from an overtime-eligible position to an overtime-exempt position will have their earned compensation paid out at the rate of the old position prior to change.

4.6 Pay Periods

Pay periods are bi-weekly and pay checks are issued every other Friday following the close of a two-week pay period.

4.7 Hourly Rate

Forty (40) Hour Employees:

Hourly rates of pay may be used for those classes or positions where conditions of employment warrant. Hourly rates of pay shall be based on the established annual rate of pay divided by 2,080 hours.
Fifty-Six (56) Hour Employees:

Hourly rates of pay may be used for those classes or positions where conditions of employment warrant. Hourly rates of pay shall be based on the established annual rate of pay divided by 2,912 hours.

4.8 Incentive Pay

In addition to base salary, non-bargaining classifications may receive incentive pay for achieving certain levels of education beyond that which is required for the position.

Incentive pay is effective the first of the pay period following receipt of satisfactory verification. It is the employee’s responsibility to provide the Human Resources Department the required verification of eligibility. No such pay shall be retroactive. Regular part-time employees shall be eligible for supplementary pay on a pro-rata basis based upon regularly scheduled hours.

The components of the incentive pay are as follows:

Education:

Employees are eligible for education incentive when the employee holds a degree from an accredited institution that is greater than the educational level required of their position. Incentive amounts are as follows:

- Associate Degree: $75 per month
- Bachelor 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’s degree will receive a pro-rated amount ($75) when an Associate degree is required.

Language:

An employee passing a proficiency language test in Spanish, or any other language designated by the City, shall be eligible for second language pay. The testing process will be selected by the City. Continued eligibility for this incentive is dependent upon biannual retesting.

- 2nd Language: $50 per month

Detective Assignment:

A police supervisor assigned to Police Detectives shall receive a 5% pay differential to compensate for the additional responsibilities and training required with the assignment.

4.9 Anniversary Date

An employee’s anniversary date is typically twelve (12) months from placement in a position. A new anniversary date will be established when an employee successfully completes an extended trial service period and at the time of promotion.
4.10 Overtime - Non-Exempt Classifications

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.

Overtime is hours worked in excess forty (40) hours in a workweek for non-exempt positions; or time worked in excess of eighty (80) hours in a pay period for sworn, police personnel; or time worked in excess of 204 hours in a 27 calendar day period for Fire Rescue shift personnel. In addition, overtime will be paid for time worked in excess of the regularly scheduled work shift (holdover).

The City classifies employees as exempt from the overtime provisions of the Fair Labor Standards Act and State law, or eligible for overtime under Federal and State law. These rules provide for overtime for unrepresented employees.

If an employee believes they are improperly classified under these laws, they shall ask for a review of their job classification by the Human Resources Department. The question of classification shall be reviewed on a timely basis, and the City will act to correct any errors as soon as possible.

If an employee believes they have been improperly paid under the overtime provisions of Federal or State law, it is the responsibility of the employee to seek immediate correction of any error within 20 working days of the close of the payroll period in which the error is believed to have occurred. The Finance Department will act to investigate and correct any such error within a reasonable time period.

The City shall make no improper deductions from pay for any employee, regardless of exempt or non-exempt status, and shall act to reimburse an employee for any improper pay deductions, once reported to the Finance Department. The City shall continue to make a good faith commitment to comply with all applicable provisions of the FLSA and State law, and the City intends that this policy of correction shall satisfy the “safe harbor provisions” of the FLSA regulations, as amended effective August 23, 2004.

No paid overtime will be granted for hours beyond the regular work for employees assigned to position classifications determined to be exempt from Federal and State of Oregon wage and hour law.

Non-Exempt employees shall receive compensation for overtime at the rate of time and one-half for work in excess of the employee’s regularly scheduled work week. Overtime shall be computed to the nearest quarter (15 minutes) hour.

4.11 Compensatory Time in Lieu of Payment

Overtime may be banked as compensatory time to be taken as time off at a later date. Compensatory time off shall be credited at one and one-half (1½) times the hours worked. Compensatory time accumulation shall not exceed the following specified number of hours:

<table>
<thead>
<tr>
<th>Confidential-Professional positions:</th>
<th>80 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Sergeants*:</td>
<td>120 hours</td>
</tr>
<tr>
<td>Fire Rescue Shift positions:</td>
<td>160 hours</td>
</tr>
<tr>
<td>Fire Rescue 40-hour positions:</td>
<td>80 hours</td>
</tr>
</tbody>
</table>
Once this maximum accumulation has been reached, all overtime earned by the employee shall automatically be paid.

*During the month of November, Sergeants may elect up to 60-hours of compensatory time to cash-out and/or roll into a deferred compensation account at the employee’s straight time rate.

4.12 Callback - Hourly Employees

Confidential-Professional classified 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.

Callback applies when hours worked are not annexed consecutively to the beginning or end of the working day or working shift. Callback does not apply to scheduled overtime, hours 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 the employee’s work day 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.

4.13 Callback - Hourly Sworn Employees

Callback applies when an employee is called back to work during off-duty hours. Non-exempt employees called back to work shall be credited with not less than 3-hours. Callback applies as follows:

   a) off-duty hours not annexed to the beginning or end of the employee’s regularly scheduled shift;

   b) court or grand jury hearings pursuant to a subpoena on the employee’s regularly scheduled day off or during off-duty hours not annexed to the employee’s regularly scheduled shift; and

   c) court on a scheduled day-off if the scheduled day-off was approved prior to the receipt of a court subpoena or hearing notice. Scheduled day off as used in this section includes regular days off, approved leave days and mutually agreed upon flex days. Employees called back during leave will be paid for not less than three (3) hours at the overtime rate and the leave will be reduced by three (3) hours. (i.e. Employee is scheduled 8-hours vacation but is called back to court. Employee will be charged 5-hours vacation and paid 3-hours OT Callback.) Should the employee be required to remain in court for more than 3-hours, the vacation leave will be adjusted accordingly.

Callback does not apply, and employees will be paid based on actual hours worked, when 1) hours worked are annexed to the beginning or end of the employee’s shift (holdover); 2) attendance is for pre-noticed meetings, and 3) voluntary sign-up for an overtime opening of less than three (3) hours.

4.14 Callback - Exempt Employees

Exempt employees may be required as part of their job duties to regularly respond to emergency calls for service outside the regularly scheduled workday. This emergency work is of such a nature that it can’t be delayed. Exempt employees called back to work shall be paid not less than two (2) hours at a straight time rate.
The Department Director shall determine whether or not a particular callback qualifies as an emergency within the meaning of this provision.

4.15 No Pyramiding

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

4.16 Working Out of Class

The City Manager may approve a temporary pay differential of five percent (5%) or the Step 1 rate of the higher position when 5% does not place the employee in the higher classification’s salary range. Working Out of Class is appropriate in cases in which an employee is assigned a significant portion of the duties and responsibilities of a vacant position. This differential may not continue past the date immediately preceding that on which any person begins work as the new incumbent assigned to fill the position vacancy.

When a Director is absent for 40 hours or more, the City Manager or the Director may appoint an employee to serve as an Acting Director and the employee would be eligible to receive five percent (5%) step up pay.

If an employee terminates employment while in Working Out of Class Assignment, any final monetary compensation paid for unused accrued vacation, holiday, or sick leave shall be at the regular base rate, less any differential, of the employee’s immediately preceding regular classification assignment.

Section V Benefits

Each full-time employee will be offered the benefits subject to the terms and conditions of the benefit policy. The City may revise, modify, terminate or replace benefit programs so long as any such action is done in compliance with applicable state or federal laws.

5.1 Uniform, Clothing and Equipment

Uniforms (when required), 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 shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. The City will consider working conditions when determining uniform requirements. Employee shall maintain uniforms and equipment supplied by City.

Sworn personnel initially assigned as Detective Sergeant will be eligible for $750 to purchase department approved clothing. On July 1 thereafter, assigned employees will be eligible for $500 to cover replacement and maintenance costs.

5.2 Medical, Dental and Vision Coverage

The City agrees to provide medical, dental and vision insurance benefits subject to the terms and conditions of this policy, council approval and employee cost sharing.

Cost Sharing

Employees covered under these rules pay 7.5% of the total monthly premium for the selected benefit plan. In addition to the 7.5%, the City and employee will split 50/50 any premium increase above 10%. Benefits are subject to change at any time and from time to time.

Permanently Disabled Employee
Any covered employee totally disabled and retired from City employment before age 60 will continue to receive life insurance benefits pursuant to the City’s carrier’s terms and conditions. The same life insurance benefits may be available, at the option of and expense of the employee, to the dependents of the totally disabled employee pursuant to the carrier’s terms and conditions.

The health insurance premium for any employee, who has been continuously employed on a full-time basis for 12 consecutive months or longer after the determination of such disability, will be paid by the City for the period of total and permanent disability commencing after such determination, but not to exceed 18 months or conclusion of the disability, whichever occurs first.

Retiree Insurance
An employee who meets PERS requirements for retirement and elects to retire from City employment and immediately upon retirement commence receiving benefits from PERS may be eligible for continued family medical insurance coverage (Coverage) under the City’s group medical insurance program (Program).

Employees hired into a non-bargaining classification prior to January 1, 2007, who retire as defined above, and who are not eligible for Medicare at the time of retirement, may elect to continue Coverage under the same cost sharing formula as regular employees for up to 48 calendar months from date of retirement. Coverage will end if the retiree dies, reaches Medicare eligibility, enters employment where insurance is provided, or applies for and is paid unemployment compensation within 18 months of retirement.

Employees who promote or laterally transfer into a non-bargaining classification shall receive retiree insurance based on the collective bargaining agreement provision under which they were originally hired.

Persons who are eligible dependents of the employee (as defined by the insurance carrier) at the time of the employee’s retirement may remain on the policy until such time as they become eligible for Medicare, or until the dependent no longer meets the eligibility criteria of the insurance carrier, whichever occurs first.

Non-bargaining employees hired or promoted on or after January 1, 2007, are not eligible for the 48 months of cost-sharing coverage but may elect to enroll in the City’s retiree insurance at their own expense.

Eligibility for retirees, or their dependents, or both to exercise their rights to COBRA benefits is not affected or altered by these retirement provisions.

Retirees have the option to continue group dental coverage as permitted by the insurance carrier at their own expense when concurrently enrolled in medical coverage.

5.3 Life and Accidental Death and Dismemberment Coverage
The City provides life and accidental death insurance benefits.

5.4 Long Term Disability
The City provides long-term disability insurance to all eligible full-time employees.
5.5 Public Employees Retirement System (PERS)

The City provides retirement benefits to all eligible employees, the systems 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 to PERS of 6% of subject wages shall be paid by the City effective July 1, 2007.

Section VI Holidays

6.1 Recognized Holidays

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 a Saturday the preceding Friday will be designated as the day of observance. Whenever the holiday falls on a Sunday the following Monday will be designated as the day of observance.

6.2 Holiday Compensation

Generally, employees receive the holidays listed in Section 6.1 with pay as City offices are closed to the public. Full-time employees 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.

Police Executive, Managerial & Supervisory Employees

Police Executive, Managerial and Supervisory classified employees are assigned 12 holidays each fiscal year in lieu of holidays off. The employee may elect to use these holidays at a time mutually agreeable to the Department Director or their designee. If an employee leaves City service during the year, the employee is only entitled to holiday compensation actually accrued (8 hours for each complete month of service in the fiscal year).

Employees requesting a day off on a recognized City holiday are required to utilize holiday hours. The holiday shall be the actual holiday and not the observed day. Employees working a schedule in excess of 8 hours will only be required to use 8 hours of holiday compensation and may elect to use vacation or earned compensation for the additional scheduled hours. Employees who are within 24 hours of their vacation accrual maximums will be permitted to utilize vacation leave for the full shift.

Employees assigned to Detectives will have the option to choose to work official holidays at their normal rate of pay; however, should the employee elect to take the holiday off, the employee shall utilize holiday compensatory time. If the employee serves in an on-call capacity and elects to work the holiday, the employee may work half the day and take the remainder of the day off without any deduction from their compensatory time. If the on-call employee chooses to take the
recognized holiday off only an amount equivalent to one-half their regular working hours will be deducted from their holiday compensatory time.

Any holiday hours remaining on the last pay date in June will be compensated for in cash at the employee's straight time rate or may be rolled over into the employee's compensatory time bank as long as the contribution cap is not exceeded.

Fire Supervisory Shift Employees
Fire Shift supervisors who are assigned to a fifty-six (56) hour work week will receive 132 hours of holiday compensation time in lieu of holidays. The 132 hours shall be provided on July 1 of each fiscal year based on the prior years' service. Holiday compensation time is available for use at a time mutually agreeable to the employee and the City. Employees requesting a day off on a recognized City holiday are required to utilize holiday hours. The holiday shall be the actual holiday and not the observed day.

Holiday hours requested for payout by April 1 of each year, shall be compensated at straight time or may be rolled over into the employee's compensatory time bank as long as the cap is not exceeded. Holiday hours not utilized by June 30 shall be forfeited.

Fire 40-Hour Supervisory Employees
Fire Supervisory employees who are assigned to a forty (40) hour work week will be paid 8 hours for each designated holiday in Article 6.1. In addition, sixteen (16) hours of holiday compensation time will be assigned on July 1 for the upcoming fiscal year. The employee may elect to use these holidays at a time mutually agreeable to the Department Director or their designee.

A 40-hour supervisory employee may be required to work all or part of a holiday. In that event the employee's holiday hours will be deposited at straight time into the holiday compensation bank and the employee will receive regular pay for actual hours worked.

Holiday hours requested for payout by April 1 of each year, shall be compensated at straight time or may be rolled over into the employee's compensatory time bank as long as the contribution cap is not exceeded. Holiday hours not utilized by June 30 shall be forfeited.

Police On-Call
Police on-call employees will be compensated at time and one half for hours assigned and worked on any of the following actual City holidays:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Independence Day</th>
<th>Thanksgiving</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Labor Day</td>
<td>Christmas</td>
</tr>
</tbody>
</table>

6.3 Personal Holiday
Exempt employees who do not receive a holiday compensation bank shall be credited with 8 hours of holiday time at the beginning of each calendar year.

Hourly Confidential-Professional classified employees shall be credited with 16 hours of holiday at the beginning of each calendar year.
A pro-rata amount will be credited to each full-time employee who worked less than a full year in a non-bargaining position in the preceding calendar year or who is a part-time employee. Any personal holiday hours not taken by December 31 shall be forfeited.

6.4 Coordination with Other Leaves

If an employee is on authorized vacation, sick leave or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section VII Vacation

7.1 Eligibility

Regular full-time employees accrue vacation based on their regularly scheduled workdays. The hours listed below are for 40-hour personnel working 2,080 hours per year and 56-hour personnel working 2,912 hours per year.

Employee appointed to a regular part-time position, which is defined as less than a 40-hour work week, shall accrue vacation leave in an amount proportionate to their regularly scheduled hours.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Service Months</th>
<th>Annual Accrual Hours</th>
<th>Bi-Weekly Accrual Hours</th>
<th>Maximum Accrual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confidential-Professional</td>
<td>0 - 36</td>
<td>80</td>
<td>3.08</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>37 - 60</td>
<td>100</td>
<td>3.85</td>
<td></td>
</tr>
<tr>
<td></td>
<td>61 - 84</td>
<td>120</td>
<td>4.62</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>85 - 120</td>
<td>140</td>
<td>5.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>121+</td>
<td>160</td>
<td>6.16</td>
<td></td>
</tr>
<tr>
<td>Fire Shift Personnel</td>
<td>0 - 60</td>
<td>180</td>
<td>6.92</td>
<td>270</td>
</tr>
<tr>
<td></td>
<td>61+</td>
<td>288</td>
<td>11.08</td>
<td>432</td>
</tr>
<tr>
<td>Police &amp; Fire Managerial and</td>
<td>0 - 60</td>
<td>120</td>
<td>4.62</td>
<td>240</td>
</tr>
<tr>
<td>Supervisory</td>
<td>61+</td>
<td>160</td>
<td>6.16</td>
<td>320</td>
</tr>
<tr>
<td>Supervisory</td>
<td>0 - 60</td>
<td>120</td>
<td>4.62</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>61+</td>
<td>160</td>
<td>6.16</td>
<td></td>
</tr>
<tr>
<td>Executive</td>
<td>0 - 35</td>
<td>120</td>
<td>4.62</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>36+</td>
<td>160</td>
<td>6.16</td>
<td></td>
</tr>
<tr>
<td>Police &amp; Fire Executive</td>
<td>0 - 35</td>
<td>120</td>
<td>4.62</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>36+</td>
<td>160</td>
<td>6.16</td>
<td>320</td>
</tr>
</tbody>
</table>

7.2 Continuous Service

Continuous service shall be service unbroken by separation from City service, except that time spent by an employee on military leave or Peace Corps 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
re-instated, shall be granted credit for service prior to the leave. Vacation leave shall not accrue during a leave of absence without pay. Continuous service shall apply to all accrual types.

7.3 Accrual Limitations

The following accrual limitations apply per classification as shown above:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confidential-Professional</td>
<td>200</td>
</tr>
<tr>
<td>Supervisory</td>
<td>200</td>
</tr>
<tr>
<td>Police &amp; Fire Supervisory Managerial and Executive</td>
<td>2x annual accrual</td>
</tr>
<tr>
<td>Fire Shift Supervisory</td>
<td>18 months from accrual date</td>
</tr>
<tr>
<td>Executive</td>
<td>200</td>
</tr>
</tbody>
</table>

Employees shall not accumulate vacation leave in excess of the identified maximum. Employees are responsible for monitoring their time.

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 during a scheduled vacation period.

7.4 Scheduling

Employees shall be permitted to request vacation on either split or an entire basis. Vacation times shall be scheduled by the City based on the Department Director’s judgment as to the needs of efficient operations.

7.5 Conversion to Cash

Non-bargaining personnel who have the maximum accumulation of vacation leave may convert up to one-half of their vacation leave balance to cash when recommended by their Department Director and approved by the City Manager. Conversion may not occur more than once in any fiscal year for any one employee and is subject to budget limitations.

7.6 Longevity Bonus

Employees with twenty (20) years of continuous service shall receive a one-time bonus of forty (40) hours vacation. Fire Rescue shift personnel shall receive a one-time bonus of 56-hours. Employees have the option of banking or cashing the longevity bonus.

7.7 Payment on Termination

A regular employee who is eligible for vacation credits shall be entitled to payment for earned, unused vacation leave upon termination. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

An employee on a new hire trial service period is not eligible for payment of vacation hours.

Section VIII Sick Leave

8.1 Eligibility

Employees begin accruing sick leave effective their date of hire.

On-Call employees have a 90 day wait period before being eligible to utilize accrued hours.
8.2 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.

On-Call and seasonal/temporary employees shall accrue at the rate of 1 hour for every 30 hours worked.

8.3 Accrual Limitations

Employees shall accrue sick leave without limitation.

Fire shift-personnel shall accrue sick leave without limitation but may only apply up to 3300 hours towards the sick-leave conversion formula.

On-Call and seasonal/temporary employees shall accrue Oregon Sick Leave to a maximum of 80 hours.

8.4 Utilization

Full-time and part-time employees may use sick leave once accrued. Allowances of sick leave available for use shall mean that balance the employee is eligible to use at the close of the pay period preceding the pay period in which sick leave was utilized, in accord with payroll records.

On-Call and seasonal/temporary employees are eligible to use sick leave following 90-days of employment and are permitted to utilize a maximum of 40 hours in a calendar year. On-Call employees who separate City service and return within 179 days will be eligible to continue their original waiting period or will have access to accrued hours if their prior waiting period had been served. Employees who are re-employed 180 or more days after termination will serve a new waiting period.

Employees may utilize their sick leave for qualifying purposes under the Oregon Family Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA).

Illness or Injury of the Employee

Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury or exposure to contagious diseases under which the health of the employees with whom associated or a member of the public would be endangered by the presence of the employee, or for any OFLA qualifying purpose or any reason allowed under the Oregon Sick Time law.

Illness in Family

Employees may utilize their allowance of sick leave when a qualifying family member has an illness or injury requiring the employee’s care.

A family member is defined as a spouse, same-gender domestic partner, parent, step-parent, parent-in-law and parent of same-gender domestic partner, a child (biological, adopted, foster, step and same-gender domestic partner’s child), grandparent, and grandchild.

Medical and Dental Appointments

Employees may utilize their allowance of sick leave to attend preventative medical and dental care and for diagnosis, care or treatment of mental or physical illnesses for themselves or a family member.
School and Office Closures:
Employees may utilize their allowance of sick leave during a child’s school closure or a City office closure due to a public health emergency.

Leave for Certain Crimes:
Employees may utilize their allowance of sick leave related to incidents of domestic violence, harassment, sexual assault or stalking.

8.5 Notification
In the event an employee needs to utilize sick leave under this section, the employee shall notify the 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.

8.6 Physician Statement
In the event that a forty (40) hour employee is off more than three (3) workdays or a fire-shift employee is off two (2) or more 24 hour shifts, the City may require the employee to obtain a statement from the employee’s physician as to the nature of the illness and the expected duration of the absence.

In the event that an employee is off for more than three (3) days or two (2) 24-hour shifts, the City may require the employee to obtain a statement from the employee’s physician that the employee is not suffering from an illness or injury which would prevent the employee from performing the essential functions of the job and would not expose the public or other employees to a contagious disease or illness.

The physician’s statement shall be submitted to the employee’s supervisor or Human Resources as soon as possible, but no later than 15 days from the date of the request.

If the City has a reasonable basis to believe that an on-duty employee is suffering from an illness or injury which would prevent the employee from performing the essential functions of the job, or would expose the public or other employees to a contagious disease or illness, then the City may immediately place the employee on sick leave, at which time the employee shall leave the work place. If the City desires an examination by a physician to confirm the employee’s condition, the employee will be expected to be examined within a reasonable time by a physician. The City will reimburse the employee for out-of-pocket expenses required to obtain the physician’s statement when proper documentation is submitted to Human Resources. If the physician indicates that the employee does not qualify for sick leave utilization, then the employee shall be entitled to return to work, the sick leave will be reinstated, and the employee will be paid regular wages for any lost time. If the employee does not have accrued sick leave, the employee shall be subject to Sections 8.7. Nothing herein prevents the employee, at the employee’s expense, from challenging the physician’s determination.

8.7 Sick Leave without Pay
Upon application by the employee for donation of sick leave that is not granted, or at the exhaustion of donated benefits, an employee may apply for sick leave without pay for the specified period while the employee is disabled due to illness or injury of the employee. When on sick leave without pay all benefit payments are the responsibility of the employee. The City may require a physician’s statement on a periodic basis during the period of disability.
8.8 Other Qualifying Events

Employees are required to utilize leave accruals, to include sick, vacation, earned compensation, holiday compensation and personal holiday, during a qualifying event pursuant to federal and state Family Leave laws to include pregnancy disability leave, parental leave, Oregon Sick Leave, and leave pursuant to ADA and ADAAA.

8.9 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 deductions. In such instances, no charges will be made against accrued sick leave for 90 calendar days. After 90 days, prorated charges will be made against accrued sick leave.

8.10 Sick Leave Conversion Program

For each full year of regular service as an employee of the City, each regular employee who terminates employment in good standing after 10 or more years of continuous service or upon a death in service shall receive cash compensation totaling 2.5% times each full year of service of that employee's accumulated sick leave hours at a rate equivalent to the employee's gross hourly salary.

Example: Employee has 10.25 years of service, 300 hours of sick leave, earning $20 an hour
10 full years x 2.5% = 25%
25% of 300 hours = 75 hours
75 hours x hourly rate of $20 = $1,500.00

8.11 Abuse

Abuse of the sick leave privilege shall be cause for dismissal. Abuse is defined as improper use.

Section IX Administrative Leave

Non-bargaining exempt employees who meet eligibility requirements will receive paid Administrative Leave time per quarter. Administrative leave may be used in the same manner as vacation leave.

Administrative leave does not have a cash value and does not carry over. Eligible employees will receive hours for use. Unused hours shall expire at the end of each quarter.

9.1 Eligibility

Exempt employees who meet the following criteria are eligible for paid Administrative Leave time:

- Regularly required to attend two or more meetings each month outside their regular work hours; or
- Regularly required to work at least 8 hours uncompensated time a month outside their regular work hours; and
- Are unable to otherwise flex the time out of the scheduled work period.

9.2 Accrual

Quarterly in January, April, July and October eligible employees will receive sixteen (16) hours of use-it or lose-it Administrative Leave time.
Section X  Other Leaves

10.1 Emergency Leave

Emergency leave is provided to employees for the purpose of visiting an immediate family member who is seriously injured or ill and death is imminent and to attend funeral services of the immediate family member.

Eligibility: For the purpose of taking emergency leave, the immediate family is defined as spouse, same-sex domestic partner, child, step-child, mother, father, mother-in-law, father-in-law, brother, sister, and grandparent.

Utilization: Emergency Leave may be used for 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 service.

Full-time employees may take up to 24 hours of emergency leave in any one calendar year. In the event that more time is needed, the employee may utilize their allowance of other leave accruals.

For the purpose of attending funeral/memorial services emergency leave shall be taken within 60 days of the family member’s death.

10.2 Leave without Pay

The City will consider a written application for leave of absence without pay not to exceed ninety (90) calendar days 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 the written application for such leave.

Leave without pay shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the City as a resignation.

10.3 Jury Duty

Employees shall be granted a leave with pay for service upon a jury; provided, however, that the employee is required to seek all witness fees due for such jury duty and turn those fees over to the City. 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 their regular work day. Mileage and expenses paid for jury duty will be retained by the employee.

10.4 Court Appearance

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee’s work site.

Employees shall be required to seek all fees due for such duty and turn the fees over to the City.
10.5 Directed Educational Leave

Employees may be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee’s skill and professional ability, when ordered by the employee’s Department Director.

Section XI General Provisions

11.1 Outside Employment

No employee shall accept outside employment whether part-time, temporary or regular, without the prior written approval from their Department Director. Each change in outside employment shall require separate approval. To be approved, outside employment shall:

1. Be compatible with the employee’s City work; and
2. In no way detract from the efficiency of the employee in their City work; and
3. In no way conflict with the interest of the City or be a discredit to the City.

Employees shall not utilize City equipment, facilities, supplies and materials for work performed through outside employment.

11.2 Residency

It is preferred that employees reside within the corporate limits of Grants Pass. Existing employees residing outside the City shall not be required to move within the City, however, the City may require any new employee to live within the City or within a specified distance of the City as a condition of employment.

All personnel in the following job classifications shall reside within a 45-minute drive from City limits as it exists within the Urban Growth Boundary:

Building Official
City Engineer
Police and Fire Supervisors
Police and Fire Command Staff
Facilities Management Supervisor
Superintendents

It is the City’s strong preference that Department Directors reside within the corporate boundaries or urban growth boundary of the City. Accordingly, the City will pay reasonable moving expenses if the employee moves into that boundary within 18 months of appointment to their respective position.

Current employees residing outside the residency limit established by this policy shall not be required to move within the limit. Employees currently within these limits are prohibited from moving beyond these limits.

11.3 Contact Information

All employees are required to have telephone service at their place of residence.
11.4 Personal Use of City Owned Vehicles

The City may allow employees to use City owned vehicles to commute to and from their residence upon a determination by the City Manager, or designee, that use of a City provided vehicle will provide a more efficient use of staff time, provide a faster delivery of services to citizens, first responders, or as a business necessity. This is a taxable fringe benefit under IRS regulations.

Personal use by an employee of a City owned vehicle falling under IRS regulations for de minimis nontaxable personal use is permitted and is part of the employee's compensation as defined by Oregon Administrative Rules 199-005-0035(3).

11.5 Continuous Service Defined

Non-bargaining employees are eligible to accrue leave benefits from the effective date of their most recent employment appointment with the City. Service is broken when an employee separates City service. A new service date is established if the employee is later rehired.

Employees on a fixed schedule of less than forty (40) hours in a work week, shall earn leave time in direct proportion to that of a regular full-time schedule.

In establishing the basis of seniority for the purposes of determining vacation accrual eligibility, an employee’s current date of hire as a regular employee (part-time or full-time) will be the determining factor. Should an employee’s status change from part-time to full-time, or vice versa, with no lapse in service, their service date for the purpose of time off benefit accrual will remain unchanged.

Should an employee receive approval for a leave of absence without pay, that period of absence will be deducted from their service date and a new service date established. (Note, employees on protected, unpaid leave will not have dates adjusted.)

Temporary, Seasonal and On-Call employees do not qualify for paid holiday or vacation benefits. Oregon Sick Leave is accrued and available for use pursuant to ORS 653.601 et al.

Section XII Discipline and Discharge

The provisions of discipline and discharge apply to Confidential-Professional and Supervisory classified employees who have successfully completed their new hire trial service period.

12.1 Applicability

No regular employee may be disciplined or discharged except for just cause. Discipline shall typically be progressive in nature.

12.2 Just Cause

Disciplinary action may be imposed upon any employee for just cause, which shall include but not be limited to:

- Immoral, illegal or other conduct which is a direct hindrance to the employee’s effective performance of such employee’s City function; or
- Serious infractions of safety rules as outlined in City Safety Policy; or
- Failure of an employee to effectively fulfill the duties and responsibilities of the employee’s position.
12.3 Forms of Discipline
Disciplinary action for just cause includes the following:

- Written reprimand
- Suspension
- Demotion and/or reduction in pay
- Discharge

12.4 Immediate Imposition of Discipline
Disciplinary action may be imposed without a warning notice or written reprimand when the reason for disciplinary action is such that a failure to take immediate action would not be reasonable and prudent. 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 such cases where immediate disciplinary action is taken the employee may be suspended while charges are investigated and a decision is made as to the type of disciplinary action to be imposed. The City will not take an unreasonable length of time to investigate and make a determination in the matter pending before it. 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 following the investigation of the City, the effective date will be the date of final determination of action by the Department Director.

12.5 Notice of Investigation
Whenever any employee is required to appear before the City Manager, or his designee, concerning any matter which could adversely affect the continuation of the employee in his office, position or employment, or the wages or any increments pertaining thereto, then such employee shall be given prior notice of the reason for such a meeting or interview. The notice shall contain sufficient information for the employee to determine the conduct at issue and the policies at issue.

12.6 Notice of Discipline
A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the Human Resources Department. The employee is to be provided a copy to review and sign indicating receipt before it is placed in the personnel file. The employee shall receive prompt written notice of any disciplinary action taken. The notice shall include a written record of the action, the specific charges or offenses, including references to written rules and regulations, and the type of penalty.

12.7 Due Process Hearing
When the recommended discipline is loss of pay, demotion or termination of employment, eligible employees will be offered a due process hearing. The intent of the due process hearing is to allow the employee an opportunity to provide mitigating circumstances or information related to the violations. Prior to the hearing the employee will be provided with a written notice of the charges against them and an explanation of the evidence supporting the charges.
A written decision will be made following the hearing and the employee will be provided with a copy.

12.8 Grievance
Disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the Grievance Procedure.

Section XIII  Grievance Procedure
It is the policy of the City to assure its employees, through the use of a formalized procedure, a method whereby they may have their grievance considered as fairly and as rapidly as possible without fear of reprisal.

13.1 Applicability
Non-bargaining Confidential-Professional and Supervisory classifications have the grievance process available to them.

13.2 Procedures
Step 1
The aggrieved employee shall prepare a written, detailed grievance and present it to the Department Director within ten (10) calendar days of occurrence, not including the date of occurrence. The Department Director shall reply in writing to the grievance within ten (10) working days after the date of the presentation of the written grievance.

Step 2
If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Manager within seven (7) working days after the Department Director's response is given, not including the day the response is given. The City Manager shall reply to the grievance in writing in a timely manner, but no later than thirty (30) calendar days of the date of presentation of the written grievance. The decision of the City Manager shall be final and binding on the employee.

Time Limits:
If the grievance procedures are not initiated within the time limits established by this section (the time limits will be deemed to have been met if postmarked or emailed by the proper date), the grievance shall be considered not to have existed. Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.

If the City's management fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the City's management fails to meet or answer any grievance on the last step of the grievance procedure within the time limits for such action by this section, it shall be deemed that the City's management has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.

The time limits prescribed in this section for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved.
Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing.

**Section XIV  Personnel File**

The official personnel file is maintained by the Human Resources Department. Payroll records, which are also part of a personnel file are maintained by Finance.

14.1 Notice of Contents

Employee shall read and sign written material that is placed in their personnel file following their date of hire. An employee’s signature does not necessarily indicate agreement with the content of the item signed.

14.2 Response

Employees may respond in writing to items placed in their personnel file and said response shall become a part of the file.

14.3 Confidentiality

The official personnel file shall be accessible only to the following:

a) The employee or others authorized in writing by the employee to have access to the file;

b) Direct supervisor(s), Department Director, City Manager and Human Resources Director or others with administrative responsibilities;

c) Personnel responsible for maintenance of the files; and

d) Pursuant to the requirements of a court order or in compliance with state or federal laws or regulations.

14.4 File Review and Copies

Employees have the right to review the contents of their personnel file. Employees shall contact Human Resources to schedule a date and time for the file review.

Employees wishing to obtain a copy of their personnel file shall make a formal request in writing and shall pay the reproduction costs based on the City’ fee schedule. Oregon Revised Statutes require employers to provide personnel records within forty-five (45) days of the request for copies.

**Section XV  Separation from Service**

15.1 Resignation

To resign in good standing, an employee shall give the appointing power not less than ten (10) working days prior notice of such resignation unless the appointing power agreed to permit a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service.
An employee planning to retire should give notice thereof to the Human Resources Department at least sixty (60) calendar days prior to the retirement date.

15.2 Trial Service Release

Employees serving a new hire trial service period may be released from City service when it is determined that the employee cannot successfully fulfill the responsibilities of the job in the manner expected.

Performance shall not be evaluated on the basis of any protected class or disability.

15.3 Termination

Executive and Managerial employees may be terminated when it is determined that the employee has not successfully fulfilled the responsibilities of the job in the manner expected.

Confidential-Professional and Supervisory personnel are subject to the just cause provisions found in Section XII.

15.4 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.

15.5 Recall from Layoff

There is no right to recall; however, this does not limit the City from recalling an employee.

15.6 Temporary Interruption of Employment

Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff, and at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be chargeable to accrued vacation leave or may be recorded as leave without pay if the affected employee does not have available accrued leave.
Resolution authorizing the City Manager to enter into a contract for the FY’21 Sanitary Sewer Replacement Project; Project No. SE6375.  

Date: February 16, 2022

SUBJECT AND SUMMARY:

The project will consist of the removal and replacement of approximately 2,383 lineal feet of 8" sanitary sewer pipe and associated laterals, 156 lineal feet of 12" storm drain, and asphalt paving.

RELATIONSHIP TO COUNCIL GOALS:

This action implements the Council’s goal to maintain, operate and expand our INFRASTRUCTURE to meet community needs to ensure sanitary sewer facility infrastructure needs are met.

CALL TO ACTION SCHEDULE:

The notice of intent to award letter was issued on February 4, 2022. The Engineering Division has 30 days to award the project. Call to action schedule: February 16, 2022.

BACKGROUND:

The existing concrete sanitary sewer pipe has degraded to a point that maintenance crews can no longer maintain these sections. These sewer segments no longer flow efficiently because of the corroded pipe conditions, and this is causing problems for business owners and residential customers.

This project will replace the sewer in four locations throughout the City. The first location is Outlook Avenue between 8th and 9th streets. The second is the E Street alley between 2nd and 3rd streets. The third is the K Street alley between 4th and 5th streets. The last location is the 6th Street alley between L and M streets.

Requests for bids for the work was advertised on the City’s website and in the Daily Journal of Commerce. The bid opening for this project was February 3, 2022. One bid was received for $933,904.

Timber Mountain Construction’s bid is $933,904. This bid is above the Engineer’s estimate of $725,914. The cost of materials, including PVC piping, has seen drastic inflationary price increases over the last few months. The contract price is reasonable in comparison to recent projects awarded by other local jurisdictions.

ITEM: 5.b. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE FY’21 SANITARY SEWER REPLACEMENT PROJECT; PROJECT NO. SE6375.
Staff Report (continued):

COST IMPLICATION:

Revenue Source: This project is budgeted and funded as part of Project No. SE6375 in the System Development Charge and Wastewater Fund.

ALTERNATIVES:

1. Award the contract to Timber Mountain Construction and replace the sanitary sewer system as proposed; or

2. Leave the existing sanitary sewer system in place and schedule replacement at a later date.

RECOMMENDED ACTION:

It is recommended the contract for the FY’21 Sanitary Sewer Replacement Project; Project No. SE6375 be awarded to Timber Mountain Construction.

POTENTIAL MOTION:

I move to authorize the City Manager to enter into a contract with Timber Mountain Construction for the FY’21 Sanitary Sewer Replacement Project.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE
FY’21 SANITARY SEWER REPLACEMENT PROJECT; PROJECT NO. SE6375.

WHEREAS:

1. The City of Grants Pass advertised and received one bid for construction of the
   FY’21 Sanitary Sewer Replacement Project; Project No. SE6375; and

2. The bid from Timber Mountain Construction has been determined to be complete
   and responsive; and

3. The City of Grants Pass has sufficient funds for the project within the Wastewater
   Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to contract with Timber Mountain Construction
for the work as described in the contract documents for the FY’21 Sanitary Sewer
Replacement Project; Project No. SE6375, in the amount of $933,904, which the bid tab
and contract are attached to and incorporated herein as Exhibit ‘A’ and Exhibit ‘B’.

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 16th day of February 2022.

SUBMITTED to and __________________ by the Mayor of the City of Grants
Pass, Oregon, this ______ day of February 2022.

Sara Bristol, Mayor

ATTEST:

_________________________  Date submitted to Mayor: ________
Karen Frerk, City Recorder

Approved as to Form, Aaron Cubic, City Manager
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, move in of equipment and materials per APWA/ODOT Sec. 00210, installed, complete.</td>
<td>1</td>
<td>EA</td>
<td>$48,000.00</td>
<td>$48,000.00</td>
<td>$60,720.00</td>
<td>$60,720.00</td>
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<tr>
<td>2</td>
<td>Flagging Hours, APWA/ODOT Sec. 00225.97 (b)</td>
<td>350</td>
<td>Hr</td>
<td>$52.00</td>
<td>$18,200.00</td>
<td>$52.00</td>
<td>$18,200.00</td>
</tr>
<tr>
<td>3</td>
<td>Work Zone Traffic Control, includes TCD, TCM and TCP per approved plans, M.U.T.C.D., and APWA/ODOT Sec. 00225 and 00225.50 (b), complete.</td>
<td>1</td>
<td>EA</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>$2,990.00</td>
<td>$2,990.00</td>
</tr>
<tr>
<td>4</td>
<td>Traffic Control Supervision; TCS will oversee all traffic control operations on a daily basis and will be the direct contact for discussion and implementation of any traffic control issues and/or concerns for the duration of the project, per approved plans and APWA/ODOT Sec. 00225.</td>
<td>1</td>
<td>EA</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>$16,850.00</td>
<td>$16,850.00</td>
</tr>
<tr>
<td>5</td>
<td>Erosion &amp; Sediment Control, per approved plans and APWA/ODOT Sec. 00280,00 Inlet Protection, Dust Control, Sediment Fence, Scourer Bags, installed complete.</td>
<td>1</td>
<td>EA</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>6</td>
<td>Removal of Structures and Obstructions, includes removal and proper disposal of existing pipe, A.C. curb &amp; gutter and sidewalks and saw cutting or other methods of cutting pavement, per approved plans and APWA/ODOT Sec. 00310 and 0029-1-200c. (Hazardous Waste), complete.</td>
<td>1</td>
<td>EA</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>$16,820.00</td>
<td>$16,820.00</td>
</tr>
<tr>
<td>7</td>
<td>Cleaning and Grubbing, per approved plans and APWA/ODOT Sec. 00320, including all vegetation, trees, Pacific Power wood remains and stumps marked for removal. Also included is anaerobic soil excavation to be performed by an ISA arborist.</td>
<td>1</td>
<td>EA</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$2,620.00</td>
<td>$2,620.00</td>
</tr>
<tr>
<td>8</td>
<td>Abandon and Slurry Fill Existing 6 inch Sanitary Sewer Pipe in Place. Fill existing sanitary sewer main to be abandoned within the right-of-way with reduced density flowable fill per Snap-Tite Design Guide, per approved plans and APWA/ODOT Sec. 00460.45. Includes furnishing and filling pipe with slurry and plugs on ends of pipe installed complete.</td>
<td>1</td>
<td>EA</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>9</td>
<td>General Earthwork (Excavation), per approved plans and APWA/ODOT Sec. 00330.</td>
<td>1</td>
<td>EA</td>
<td>$22,000.00</td>
<td>$22,000.00</td>
<td>$21,500.00</td>
<td>$21,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Subgrade Geotextile, per approved plans and APWA/ODOT Sec. 00350. Installed, complete.</td>
<td>1917</td>
<td>YD</td>
<td>$1.50</td>
<td>$2,725.00</td>
<td>$1.00</td>
<td>$1,817.00</td>
</tr>
<tr>
<td>11</td>
<td>Asphalt Pavement Cutting for &quot;T&quot; patch, per approved plans and APWA/ODOT Sec. 0003010 and City pavement cut policy.</td>
<td>4295</td>
<td>LF</td>
<td>$3.50</td>
<td>$14,885.00</td>
<td>$2.20</td>
<td>$9,440.00</td>
</tr>
<tr>
<td>12</td>
<td>Trench Foundation Stabilization (Full Trench Width), per GP300 and per APWA/ODOT Sec. 00331, includes 12&quot; over excavation, installation of 12&quot; depth backfill and compaction with 1/2&quot; clean, installed, complete.</td>
<td>420</td>
<td>FT</td>
<td>$42.00</td>
<td>$17,640.00</td>
<td>$16,50</td>
<td>$7,770.00</td>
</tr>
<tr>
<td>13</td>
<td>48&quot; Eccentric Storm Drain Manhole, per approved plans, GP338 and APWA/ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.</td>
<td>1</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$6,530.00</td>
<td>$6,530.00</td>
</tr>
<tr>
<td>14</td>
<td>48&quot; Concentric Flatside Sewer Manhole, per approved plans, GP338 and APWA/ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.</td>
<td>1</td>
<td>EA</td>
<td>$4,300.00</td>
<td>$4,300.00</td>
<td>$4,613.00</td>
<td>$4,613.00</td>
</tr>
<tr>
<td>15</td>
<td>48&quot; Eccentric Sanitary Sewer Manhole, per approved plans, GP338 and APWA/ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.</td>
<td>7</td>
<td>EA</td>
<td>$4,300.00</td>
<td>$30,100.00</td>
<td>$6,100.00</td>
<td>$42,700.00</td>
</tr>
<tr>
<td>16</td>
<td>6&quot; Sanitary Sewer Cleanout, per approved plans, GP308 and APWA/ODOT Sec. 00470. Includes cleanout, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, installed, complete.</td>
<td>1</td>
<td>EA</td>
<td>$800.00</td>
<td>$800.00</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>17</td>
<td>Install 8&quot; Sanitary Sewer Main, PVC 3034, per approved plans, per GP300 and APWA/ODOT Sec. 00445, includes pipe, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.</td>
<td>2,321</td>
<td>LF</td>
<td>$66.00</td>
<td>$153,186.00</td>
<td>$118.00</td>
<td>$273,878.00</td>
</tr>
<tr>
<td>Bidder Address</td>
<td>Bid Security</td>
<td>City of Grants Pass (Engineers Estimate)</td>
<td>Timber Mountain Construction</td>
<td></td>
<td></td>
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<td>---------------</td>
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<tr>
<td></td>
<td>Addendums No. 1 Acknowledged</td>
<td>101 NW 4th Street Grants Pass, OR 97526 (541) 450-2060 NA NA</td>
<td>P.O. Box 930 Rogue River, OR 97577 (541) 956-4700 Yes 10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Install 9&quot; Sanitary Sewer Main, PVC C900, per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes pipe, trench excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, installed complete.</td>
<td>62 LF</td>
<td>$120.00</td>
<td>$7,440.00</td>
<td>$102.00</td>
<td>$6,324.00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>4&quot; Sanitary Sewer Laterals, per approved plans and APWA/ODOT Sec. 00445. Includes, pipe, trench excavation, bedding and backfill per GP300 and APWA/ODOT Sec. 00405, installed complete.</td>
<td>68 ea.</td>
<td>$2,160.00</td>
<td>$14,880.00</td>
<td>$1,640.00</td>
<td>$111,520.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Install 3&quot; Storm Drain Pipe, CI, 50 Ductile Iron, per approved plans and APWA/ODOT Sec. 00445. Includes connecting storm drain through the curb, pipe, trench excavation, sawcutting, concrete, bedding and compacted backfill per GP300 and APWA/ODOT Sec. 00405, installed complete.</td>
<td>43 LF</td>
<td>$90.00</td>
<td>$2,970.00</td>
<td>$51.00</td>
<td>$2,193.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Install 12&quot; Storm Drain Pipe, HDPE, per approved plans and APWA/ODOT Sec. 00445. Includes trench excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, installed complete.</td>
<td>156 If</td>
<td>$60.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$116.00</td>
<td>$16,408.00</td>
</tr>
<tr>
<td>22</td>
<td>Connect Existing Sanitary Sewer to New Sanitary Sewer, per approved plans, and APWA/ODOT Sec. 00445. Includes all connections to existing storm drain pipe, trench excavation, bedding and compacted backfill per GP300, installed complete.</td>
<td>6 ea.</td>
<td>$450.00</td>
<td>$2,700.00</td>
<td>$2,600.00</td>
<td>$15,600.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Connect Existing Storm Drain to New Storm Drain, per approved plans and APWA/ODOT Sec. 00445. Includes all connections to existing storm drain pipe, trench excavation, sawcutting, concrete, bedding and compacted backfill per GP300 and APWA/ODOT Sec. 00405, installed complete.</td>
<td>3 ea.</td>
<td>$400.00</td>
<td>$1,200.00</td>
<td>$420.00</td>
<td>$1,260.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Catch Basin, Type &quot;G-9MA&quot;, per GP304, approved plans and APWA/ODOT Sec. 00470. Includes excavation, backfill and all pipe connections, installed complete.</td>
<td>2 ea.</td>
<td>$1,800.00</td>
<td>$3,600.00</td>
<td>$3,100.00</td>
<td>$6,200.00</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Aggregate Base Course, Varying thickness of 5C-0 aggregate, compacted in place, per approved plans and APWA/ODOT Section 00640, 00941 and 00230, installed complete for roadway construction.</td>
<td>559 ton</td>
<td>$21.00</td>
<td>$11,739.00</td>
<td>$60.00</td>
<td>$33,540.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Asphalt Pavement, 10&quot; dense, Level 2 mix, 4&quot; compacted thickness, per APWA/ODOT Section 00744, includes sawcutting, pavement removal, excavation, base rock, any minor valve or manhole adjustments, Installed complete.</td>
<td>329 ton</td>
<td>$95.00</td>
<td>$31,235.00</td>
<td>$150.00</td>
<td>$49,350.00</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Asphalt Pavement Patch, 6&quot; dense, Level 2 mix, 4&quot; compacted thickness, per APWA/ODOT Section 00744, includes sawcutting, pavement removal, excavation, base rock, any minor valve or manhole adjustments, Installed complete.</td>
<td>325 ton</td>
<td>$130.00</td>
<td>$42,380.00</td>
<td>$225.00</td>
<td>$73,350.00</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Concrete Curb &amp; Gutter, Type A (Match Existing), per approved plans, GP700 and APWA/ODOT Sec. 00759. Includes sawcutting, curb and gutter removal, curb openings per detail, excavation, base rock, Installed complete.</td>
<td>374 If</td>
<td>$30.00</td>
<td>$11,220.00</td>
<td>$38.50</td>
<td>$14,396.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Concrete Curb, Type &quot;C&quot;, per approved plans, GP700 and APWA/ODOT Sec. 00759. Includes excavation and base rock, installed complete.</td>
<td>33 If</td>
<td>$25.00</td>
<td>$625.00</td>
<td>$57.50</td>
<td>$1,867.50</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Concrete Sidewalk, per approved plans, GP720 and APWA/ODOT Sec. 00759. Includes excavation, base rock, installed complete.</td>
<td>465 s.f.</td>
<td>$10.00</td>
<td>$4,650.00</td>
<td>$13.00</td>
<td>$6,045.00</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Concrete Alley Valley Gutter, per approved plans, GP702 and APWA/ODOT Sec. 00759, installed, complete.</td>
<td>1,787 SF</td>
<td>$15.00</td>
<td>$26,805.00</td>
<td>$19.00</td>
<td>$33,953.00</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Concrete Commercial Drive-way Apron, per approved plans, GP740, GP745, GP750 and APWA/ODOT Section 00759. Includes sawcutting, pavement removal, excavation, base rock, weep holes, installed complete.</td>
<td>1,107 s.f.</td>
<td>$12.00</td>
<td>$13,284.00</td>
<td>$19.50</td>
<td>$21,586.50</td>
<td></td>
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<tr>
<td>33</td>
<td>Concrete Pavement, per approved plans, per APWA/ODOT Section 00759, Including sawcutting, pavement removal, excavation, base rock, concrete flatwork, any minor valve or manhole adjustments, installed complete.</td>
<td>546 s.f.</td>
<td>$10.00</td>
<td>$5,460.00</td>
<td>$11.00</td>
<td>$5,006.00</td>
<td></td>
</tr>
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</table>
## FY21 SANITARY SEWER REPLACEMENT PROJECTS

### City of Grants Pass

**Project No. SE6375**

**BID SUMMARY**

<table>
<thead>
<tr>
<th>Bidder Address</th>
<th>City of Grants Pass (Engineers Estimate)</th>
<th>Timber Mountain Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 NW &quot;A&quot; Street</td>
<td>105 W &quot;A&quot; Street</td>
<td>P.O. Box 930</td>
</tr>
<tr>
<td>Grants Pass, OR 97526</td>
<td>Grants Pass, OR 97526</td>
<td>Rogue River, OR 97571</td>
</tr>
<tr>
<td>(541) 456-6050</td>
<td>(541) 456-6050</td>
<td>(541) 658-9700</td>
</tr>
<tr>
<td>NA</td>
<td>NA</td>
<td>Yes</td>
</tr>
<tr>
<td>105</td>
<td>105</td>
<td>105</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Bidders</th>
<th>City of Grants Pass</th>
<th>Timber Mountain Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>Bollard, per approved plans, GP130, and APWA/ODOT Section 00440, installed complete.</td>
<td>2</td>
<td>ea.</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>Landscape Restoration, restore existing landscaping, including, but not limited to imported topsoil placement, reseeding of disturbed areas and irrigation repair, per approved plans and APWA/ODOT Section 01030, Section 01040 and Section 01120, installed complete.</td>
<td>1</td>
<td>ea.</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>35</td>
<td>Pneumatic Air Excavation, per approved plans and pneumatic air excavation specifications, installed complete.</td>
<td>1</td>
<td>ea.</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**FY21 Sanitary Sewer Replacement Projects**

| | City of Grants Pass | Timber Mountain Construction |
| | ($725,914.00) | ($933,904.00) |

---

**BIDS WERE OPENED ON 2/3/2023 AT 3:05 PM IN THE CITY OF GRANTS PASS CITY MANAGER’S CONFERENCE ROOM.***
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION, made by and between the CITY OF GRANTS PASS, OREGON, a Municipal Corporation of the State of Oregon, and hereinafter called “City” and, Timber Mountain Construction hereinafter called “Contractor”.

WITNESSETH:

That Contractor and City, for the consideration hereinafter named, agree as follows:

1 SCOPE OF WORK

Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the drawings and described in the specifications for the project entitled: “FY’21 SANITARY SEWER REPLACEMENT PROJECTS”; PROJECT NO. SE6375.

Contractor shall at all time keep premises free from accumulation of waste materials or rubbish caused by him or from his employees or subcontractors. At the completion of improvements/work he shall remove all rubbish from the premises, all his tools, scaffolding and surplus materials; and shall leave the premises clean. Contractor shall coordinate any special cleaning requirements with the City during construction.

All work will be completed in accordance with the requirements and provisions of this Contract, and the following, which are attached to, or referenced, and incorporated in this contract:

Requirements for Bidders
Special Provisions
Bid Proposal
Bid Schedule Form
First-Tier Subcontractor Disclosure Form
Project Supervisor Questionnaire
Oregon Bidder Residency Statement
Project Schedule
Bid Bond Form
Current Prevailing Wage Rates for Public Works Contracts in Oregon
Drawings and Specifications

The following Addenda are also included as part of the Contract Documents:

ADDENDUM NO. 1 DATE: 1/31/2022
2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced within 10 calendar days after mailing by City to Contractor of a written "Notice to Proceed".

3 HOLIDAYS

No work shall be performed on the following legal holidays:

• New Year’s Day on January 1
• Martin Luther King, Jr. Birthday, on the third Monday in January
• President’s Day, on the third Monday in February
• Memorial Day on the last Monday in May
• Independence Day on July 4
• Labor Day on the first Monday in September
• Veteran’s Day on November 11
• Thanksgiving Day on the fourth Thursday in November
• Day after Thanksgiving (Due to unavailability of City Staff, no work to be performed the day after Thanksgiving)
• Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

4 DATE OF SUCCESSFUL COMPLETION OF WORK

The work shall be successfully completed no later than One Hundred Twenty (120) calendar days after a written "Notice to Proceed" is given to the contractor. The time period for completion will be increased by any days which are lost due to documented weather problems so long as Contractor notifies the City Engineer in writing of an inability to work by 12 noon of each and every day work cannot continue.

5 LIQUIDATED DAMAGES

Failure to complete the work by the date of completion provided herein above, including any extension granted thereof, shall entitle City to deduct from monies otherwise due Contractor as "liquidated damages" in the amount as indicated in the Special Provision Section 00180.85 Failure to Complete on Time: Liquidated Damages for each and every calendar day beyond the date of completion the work remains uncompleted. This amount is agreed to by the Contractor and City en lieu of an analysis of loss-benefit ratios because of the extreme difficulty and cost in assessing the inconvenience to the City, increased monitoring of the Contract, inconvenience to the public, and inability of the City to utilize the completed Project, all of which Contractor hereby acknowledges does occur and result in legitimate damages and because this provision limits the liability of the Contractor to a specified maximum daily amount for delayed performance damages.
6 CONTRACT AMOUNT

Subject to the City’s right to add, subtract, or delete minor portions of the work as noted on Page 9 of the Requirements for Bidders, the contract amount hereof which is to be paid by City to Contractor pursuant to the Contract Documents is: $933,904.

7 PERFORMANCE AND PAYMENT BOND

The Contractor shall prior to or at the preconstruction conference, before the commencement of any operations hereunder, furnish the City with a signed copy of the Performance Guarantee constituting a portion of the Contract Documents. The aforesaid Performance Guarantee shall be in the amount of $933,904. and shall be a BID BOND with City of Grants Pass as surety, or alternatively, and subject to approval by City's Council as local contract review board, Contractor may submit a cashier’s or certified check, letter of credit, or loan proceeds in said sum, payable to the City of Grants Pass, Oregon.

Mark One: Contractor will furnish the following:

| Performance Bond | (X) |
| Cashier's Check   |     |
| Certified Check   |     |
| Letter of Credit  |     |
| Loan Proceeds     |     |

Any said Payment Guarantee is subject to approval by the City and shall be in an amount equal to the amount of the contract. The bond shall comply and be in accordance with Oregon Revised Statutes, Chapter 279C.380, Performance Bond; Payment Bond; Waiver of Bonds in Case of Emergency. The surety companies executing such bond must appear on the DEPARTMENT OF INSURANCE AND FINANCE, STATE OF OREGON, Official Records, and be authorized to transact business in the State of Oregon.

8 FIFTEEN MONTH SECURITY

The Contractor agrees to save and hold harmless City and its officers, agents and employees, from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of fifteen (15) months after the date of the written acceptance of City of the entire project by City. Any Performance Guarantee, Cashier’s or Certified Check, Letter of Credit, or Loan Proceeds furnished City pursuant to paragraph 6 above, shall be retained in full by City as security to City from Contractor of Contractor’s indemnification and save harmless agreement as provided in this paragraph 7.
9 STATUTORY PROVISIONS

The provisions of "Minimum Wages for Federal and Federally Assisted Construction" as published in the Federal Register by the Department of Labor, Employment Standards Administration, Wage and Hour Division requiring workers on federal and federally assisted projects to be paid not less than the prevailing rate of wage, and other related statutes, are to be complied with by Contractor, and ORS 279C.800 through 279C.870 pertaining to Oregon State requirements are hereby incorporated herein by this reference. The City shall pay a fee equal to one-tenth of one percent (.001) of the price of this contract, but not less than $250 nor more than $7,500 regardless of the contract price. The public agency must pay the fee at the time the public agency enters into the public works contract. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Rate Unit #1045
800 NE Oregon Street
Portland, OR 97232-2180

The "Statutory Provisions" and "Federal Labor Standard Provisions" are incorporated in this Contract as part hereof by this reference and Contractor and all subcontractors shall comply therewith.

Contractor will follow federal, state and local agencies laws and regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the contract: U.S. Department of Housing and Urban Development, Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 12246); Environmental Protection Agency, Clean Air and Water Pollution Control; U.S. Water Resources Council, Floodplain Management Guidelines for implementing Executive Order 11988. The aforesaid provision is pursuant to ORS 279C.525, the terms of which are incorporated herein by this reference.

10 STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of $30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.
11 WORKERS COMPENSATION COVERAGE

CONTRACTOR, its subcontractors, if any, and all employers working under this agreement, are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. CONTRACTOR shall provide proof of coverage at the time of the execution of this agreement and to provide continuing proof of coverage during the period of this agreement.

12 LIABILITY INSURANCE

CONTRACTOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the CITY, which company is admitted or otherwise licensed to do business in the State of Oregon.

A. Said insurance shall insure CONTRACTOR for the benefit of the City of Grants Pass in not less than the amount of $1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than $2,000,000.

B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial

C. Certificate of Insurance: CONTRACTOR shall require its insurance carrier to provide to the City of Grants Pass a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City of Grants Pass. It is agreed that no person shall perform any acts on behalf of CONTRACTOR without having said insurance in full force and effect.

13 REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the City of Grants Pass that:

1. Contractor has the power and authority to enter into and perform this Contract.

2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:

   (a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
(b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; and

(c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the City of Grants Pass under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to the City of Grants Pass free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

14 CONTRACTOR’S COMPLIANCE WITH TAX LAWS

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

2. Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Any violation shall entitle the City of Grants Pass to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

(a) Termination of this Contract, in whole or in part; and

(b) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and

(c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City of Grants Pass shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement services/replacement goods/ a replacement contractor].
These remedies are cumulative to the extent the remedies are not inconsistent, and the City of Grants Pass may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15 HOLD HARMLESS

CONTRACTOR and its successors and assigns agrees to completely protect, save, defend, hold harmless and indemnify the City of Grants Pass, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, or damage to any contractual, or other commercial right or interest, suffered or alleged to have been suffered all or in part by any person, property, or business, or from any other liability of whatever kind or nature arising out of any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR.

16 MONIES DUE BUT NOT PAYABLE

The City may retain so much of the money due CONTRACTOR under and by virtue of this Contract as may be considered necessary to pay for any suit, action or claim for injuries or damages for which the CONTRACTOR is responsible per the terms of this contract; or in case no money is due, CONTRACTOR'S surety as set forth in the Payment and Performance Bond, or any cashier's or certified check presented and approved in lieu thereof, may be held by the City until any such suits or actions, or claims for recoveries for injuries or damages and the like, without limitation, shall have been settled and suitable evidence to that effect is furnished to the City; except that money due the CONTRACTOR will not be withheld after the CONTRACTOR produces satisfactory evidence that CONTRACTOR is adequately protected by public liability and property damage insurance as required herein. The City shall not be responsible for any of the foregoing all of which is the sole responsibility of the CONTRACTOR, with the said responsibility to exist at all times, and including those times when the work is in progress and during the one-year maintenance guarantee period thereafter, without limitation.

17 ATTORNEY FEES

If suit or action is brought by either PARTY to enforce any right created by this agreement, the prevailing PARTY shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.

18 IN ACCORDANCE WITH ORS CHAPTER 279C

A. 279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.
Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(5) Demonstrate that an employee drug program is in place.

B. 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

(2) If the Contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
(3) If the Contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor’s surety from obligation with respect to any unpaid claims.

C. 279C.520 Condition concerning hours of labor.

Contractor shall:

(1) Not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it and the employee shall be paid at least time and a half pay:

(a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or

(b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) Give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. 279C.530 Condition concerning payment for medical care and providing workers’ compensation.
Contractor shall:

(1) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Comply with ORS 656.017.

19 ENTIRE CONTRACT

This AGREEMENT represents the entire contract between the PARTIES. It is the intent of the PARTIES that prior conversations or writings between the PARTIES which are not specifically incorporated by reference into this AGREEMENT, may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the PARTIES, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. V. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990)).

20 ORAL MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may not be orally modified or waived.

21 WRITTEN MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager.

22 DEFECTIVE WORK

If any part or portion of the work done or material furnished under this contract shall prove defective and not in accordance with the drawings and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.
IN WITNESS WHEREOF, the PARTIES have hereto, on the dates indicated, set their hands by and through their duly authorized agents

CITY OF GRANTS PASS:

BY:____________________________________ DATE: __________

Jason Canady, Public Works Director

DATE: __________

Aaron K. Cubic, City Manager

DATE: __________

ATTEST:________________________________ DATE: __________

Karen Frerk, City Recorder

DATE: __________

APPROVED AS TO FORM:____________________ DATE: __________

Augustus Ogu, City Attorney

DATE: __________

CONTRACTOR:

BY: ___________________________________ DATE: __________

(Signature)

DATE: __________

(Print Name) (Title)
Resolution authorizing the City Manager to enter into an agreement with Four Seasons Nursery to manage the downtown flower basket program.

Date: February 16, 2022

SUBJECT AND SUMMARY:

Consider a resolution authorizing the City Manager to enter into an agreement to procure, install, maintain, and remove the downtown flower baskets.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal of maintain, operate and expand our INFRASTRUCTURE to meet community needs.

CALL TO ACTION SCHEDULE:

Call to action schedule: February 16, 2022.

BACKGROUND:

Enhancement and maintenance of the downtown physical environment is an ongoing project and priority. The City outsources many elements of these services through contracts. This contract with Four Seasons Nursery will provide, install, maintain, and remove the 156 downtown flower baskets. In the past, this work has been performed by Facilities Management staff and summer help. Moving forward, this work would be contracted. Doing this will allow Facilities staff and summer help to focus on facility-type work.

In the previous years the program has cost in excess of $60,000 for purchase, hanging, watering and maintenance and removal. The proposal from Four Seasons Nursery is included as Exhibit A. Staff recommends awarding the contract to Four Seasons Nursery for $51,750. The contract would be for one season. A formal Request for Proposals would be issued for Fiscal Year 2024 to continue the service should Council choose to maintain the flower basket program at the same level.

This proposal was not advertised as it is a listed exemption per the City’s Finance/Purchasing Policy 4-1, Item 17: Personal services contracts, including but not limited to the following services, architect, landscape architect, landscape maintenance, engineer, lawyer, land surveyor, consultant, third-party administrators, auditors, photographers, and artists. Previous attempts to contract this work had been unsuccessful, with no bidders on more than one occasion.

ITEM: 5.c. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOUR SEASONS NURSERY TO MANAGE THE DOWNTOWN FLOWER BASKET PROGRAM.
COST IMPLICATION:

The total of this contract would be $51,750. Revenue Source: This project is budgeted and funded through the Downtown operations and maintenance budget.

ALTERNATIVES:

1. Council can approve the resolution authorizing the City Manager to enter a contract with Four Seasons Nursery; or

2. Council could decide not to approve the resolution and direct staff to continue to provide the service.

RECOMMENDED ACTION:

It is recommended that the City Manager enter into an agreement with Four Seasons Nursery to manage the downtown flower baskets.

POTENTIAL MOTION:

I move to adopt the resolution authorizing the City Manager to enter into an agreement with Four Seasons Nursery to manage the downtown flower baskets.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PERSONAL SERVICES
AGREEMENT WITH FOUR SEASONS NURSERY TO MANAGE THE DOWNTOWN
FLOWER BASKETS.

WHEREAS:

1. The City has an ongoing need for procuring, installing, maintaining, and removing
   the downtown flower baskets; and

2. The City received a proposal from Four Seasons Nursery; and

3. The City of Grants Pass has budgeted sufficient funds for the management of the
   flower baskets; and

4. Four Seasons Nursery has provided the flowers for the City for the last two years
   and has proven to be a reliable business partner; and

5. Four Seasons Nursery has been hanging and maintaining hanging flower
   baskets for other, local municipalities since 2009.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants
Pass that the City Manager is authorized to enter into an agreement with Four Seasons
Nursery to manage the downtown flower baskets for the summer of 2022 as set forth in
Exhibit 'A', which is attached to and incorporated herein.

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 16th day of February 2022.

SUBMITTED to and ________________ by the Mayor of the City of Grants Pass,
Oregon, this 16th day of February 2022.

Sara Bristol, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: ____________________

Approved as to Form, Aaron Cubic, City Manager

305
PROFESSIONAL SERVICES AGREEMENT

PARTIES: The CITY OF GRANTS PASS, hereinafter referred to as City, and Four Seasons Nursery, hereinafter referred to as Contractor.

RE: Manage Downtown Flower Baskets

This is a one year contract. Based on the terms and conditions contained herein, the Parties agree as follows:

1. **LABOR AND MATERIALS:** Contractor shall provide all labor, materials of whatever kind and character for completion of the Project. Because this is a professional services contract, City is relying on the expertise and reputation of the Contractor. Therefore, no part of this Project may be contracted out to other persons or firms without the express written consent of the City, except as previously stated in the Contractors proposal.

2. **SCOPE OF WORK:** Contractor is required to perform all the work as contained in the project description in the attached RFP. If the Contractor fails to perform as specified, he will be notified in writing by the Superintendent or his designee. The contractor shall make all remedies within 48 hours. If work is not performed by the end of the 48 hours, the City may terminate contract. If during the contract period, and after adequate notification, the Contractor does not maintain the required level of performance, the City may terminate the contract without penalty.

3. **PROJECT COST:** The City shall pay $51,750 to the Contractor in accordance with the services in the attached proposal, Exhibit A.

4. **ADDITIONAL WORK:** All additional (or optional) work shall be approved by the City of Grants Pass prior to commencement of said work.

5. **ORAL MODIFICATIONS AND WAIVERS:** The City's rights and benefits under this Agreement and any parts thereof may not be orally modified or waived.

6. **WRITTEN MODIFICATIONS AND WAIVERS:** The rights and benefits of the City, under this Agreement, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager or the Public Works Department Director.

7. **PAYMENTS:** Contractor may submit progress billings once every 30 days. Upon satisfactory completion of services listed in Section 2 above, the Contractor shall make a written request for final payment. The City shall make final payment to the Contractor within 30 days of written acceptance by the City.

8. **WORKMANSHIP:** Contractor's performance under this Agreement shall be done in a professional manner that meets or exceeds industry and professional standards of performance.
9. **WORKERS COMPENSATION COVERAGE:** Contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor shall provide proof of coverage at the time of the execution of this agreement and continuing proof of coverage during the period of this Agreement.

10. **LIABILITY INSURANCE:** Contractor shall maintain a policy of liability insurance in the form, and from an insurance company, approved by the City, which company is admitted or otherwise licensed to do business in the State of Oregon. Said insurance shall insure Contractor for the benefit of the City of Grants Pass in not less than the amount of $1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than $2,000,000. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Contractor, or by an employee, representative, or agent of Contractor, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest. Contractor shall require its insurance carrier to provide to the City a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City. It is agreed that no person shall perform any acts on behalf of Contractor without having said insurance in full force and effect.

11. **COMPLIANCE WITH ALL LAWS:** Contractor shall:

   A. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract.

   B. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.

   C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material.

   D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

   E. Promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

   F. Comply with all laws and administrative rules of the United States, the State of Oregon (including specifically ORS Chapter 279C), and the City.

   G. Not fail, neglect or refuse to make prompt payment of any claim for labor or
services furnished to Contractor or a subcontractor by any person in connection with this contract as such claim becomes due. If failure, neglect, or refusal occur, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to any unpaid claims.

H. Not employ any person for more than eight hours in any one day, or 40 hours in any one week, except in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279C.540.

12. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.

13. **SEVERABILITY:** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

14. **NO REMEDY EXCLUSIVE:** The remedies specified in this Agreement are cumulative to one another and to other remedies in law and equity, and no remedy is exclusive. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To exercise any remedy specified in this agreement it shall not be necessary to give any notice, other than such notice as set forth herein.

15. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, and liabilities that may arise from the performance or the failure to perform services under this agreement.

16. **ENTIRE AGREEMENT:** This document represents the entire agreement between the Parties. Prior conversations or writings between the Parties which are not specifically incorporated by reference into this Agreement may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the Parties, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. v. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990).

17. **TERMINATION:** City may terminate this Agreement at any time for its convenience, so long as it provides Contractor with written notice of termination no less than 15 days prior to the termination date.
IN WITNESS WHEREOF, the Parties have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CONTRACTOR:

By:

______________________________

Signature

Date

CITY OF GRANTS PASS:

By: Jason Canady, Public Works Director

Date

By: Aaron K. Cubic, City Manager

Date

By: Karen Grerk, City Recorder

Date

Approved
As to Form:
Augustus Ogu, City Attorney

Date
We are excited to offer our services for providing and maintaining the hanging baskets in Grants Pass. We pioneered the city basket program in the Rogue Valley in 2009 and we have grown the program to over 300 hanging baskets from Ashland to Eagle Point. We have developed specialized equipment and trucks to make the maintenance more cost-effective, saving taxpayer money and keeping our crews safe and comfortable. We recently added another truck to make it possible to expand our program to Grants Pass. From start to finish, we provide every bit of service so your city workers can focus on other things. Here are the details of what we have to offer:

Hanging and removing the baskets - Our crews work through the night to hang the baskets on or near May 1 each year (depending on weather). The baskets are already full and covering the pots, in color and looking fresh and nice. At the end of the season (Mid October or later depending on weather), we take down the baskets, compost the soil and plant material, and store the hardware for the next year. Any hardware that is not usable is recycled and replaced with new at no additional charge. Four Seasons Nursery retains ownership of pots and hangers. Brackets are the responsibility of the city. New brackets can be purchased through Four Seasons Nursery if needed.

Watering - We will have three watering people this year to make sure all baskets are watered every night while they hang. We use a mild solution of fertilizer to keep them looking great and growing vigorously. Our trucks usually run from 10 pm to 4 am. We like to get through the baskets before most traffic is around to make things simpler and easier all around.

Other Maintenance - We have one designated, licensed applicator to keep the baskets free from insect or disease problems. We use an organic solution to reduce harm to the environment and pollinators. We check regularly to make sure the baskets are trimmed as needed and don’t cover important signs or impede traffic or pedestrians.

In Season problems, issues - If, for any reason, a basket needs to come down (street maintenance, etc.) we can remove it at no additional cost and hang it back up again when it is ready. If a basket dies or looks bad, we will replace it (as long as we have replacements available) at no additional cost or prorate the service costs so you never get charged for something you do not get.

We do our best to make this easy and affordable. You should never have to even touch a basket, from start to finish. These prices are all-inclusive of services, baskets, and hardware. Here is the breakdown for the cost of the program:

Daily maintenance - Hanging and removal, daily watering, weekly spraying (as needed), and trimming as needed runs $375 per basket for the contracted time, 198 days (May 1 through Oct 15 usually. Dates may fluctuate up to one week
depending on weather).

Weekly maintenance - Hanging and removal, weekly spraying (as needed), and trimming as needed runs $225 per basket for the contracted time, 198 days (May 1 through Oct 15 usually). Dates may fluctuate up to one week depending on weather). This does not include watering but does include a more concentrated fertilizing once weekly.

Basket only, no maintenance - With the returned hardware (pot and hanger) this cost is $100 per basket, with new hardware this cost is $147. Free replacement of hardware is only available with a maintenance contract so any new hardware needed would be charged accordingly.

Our proposal for the City of Grants Pass for 2022 is thus:

18 baskets no maintenance (parks department) $100 ea.
12 baskets weekly maintenance (on drip system) $225 ea.
126 baskets daily maintenance $375 ea.
156 baskets total $47,250

$51,750

Payments can be made in full by May 31 or divided into 6 payments due at the end of each month beginning May 31 and ending October 31. Any prorated amount will be credited on the next month or, if paid in full, refunded or credited the next year.

This year has presented incredible challenges across the nation with unprecedented price increases, labor shortages, and more. We would like to be able to quote a five-year contract however we are reluctant to do so. If we were to use the past year as an example, we would use much higher numbers than perhaps might be needed, or we could see things getting more and more difficult to predict. If I am required to give five-year numbers, we would likely see an increase of up to 5% annually. We try to keep this program as close to the belt as possible to make it more affordable for our municipalities and the residents of our communities so there isn’t really any wiggle room. Please let me know if you have any questions.

Thanks,

Tim Elbert
Four Seasons Nursery Inc
5736 Crater Lake Ave
Central Point, OR 97502
541-779-5603
www.fourseasonsnurseryonline.com
The Council of the City of Grants Pass met in regular session on the above date with Mayor Bristol presiding. The following Councilors were present: Collins, DeLaGrange, Faszer (via Teams), King, Lovelace, Ogier, Pell and Riker. Also present and representing the City were City Manager Cubic, Deputy Fire Chief DeLonge, Lieutenant Hattersley, Community Development Director Clark, Public Works Director Canady, City Attorney Bartholomew, Accountant Shults (via Teams) and Office Assistant Hall.
Absent: Police Chief Hensman and City Recorder Frerk.

Mayor Bristol called the meeting to order.

1. PUBLIC HEARING

Legislative

   Councilor Faszer moved and Councilor Lovelace seconded to postpone this item to February 16, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

Quasi-judicial
   b. Ordinance vacating the common property line between tax lots 100 and 101 of map number 36-05-05-CD.

   ORDINANCE NO. 22-5826

   Councilor Faszer moved to have the ordinance read by title only, first reading. Councilor Lovelace seconded the motion. The vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

   Councilor Lovelace moved to have the ordinance read by title only, second reading. Councilor DeLaGrange seconded the motion. The vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The ordinance was adopted.

2. COUNCIL ACTION

   a. Resolution approving an application to install a sign in Reinhart Volunteer Park to recognize Dick Matti for years of service to public parks.
RESOLUTION NO. 21-7140

Councilor Lovelace moved and Councilor DeLaGrange seconded to adopt Resolution 22-7140 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

b. Resolution authorizing the City Manager to sign an updated franchise agreement with Southern Oregon Sanitation.

RESOLUTION NO. 22-7141

Councilor Ogier moved and Councilor Riker seconded to adopt Resolution 22-7141, as amended, modifying the effective date in Section 6.6 to November 7, 2000, and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

c. Resolution authorizing the City Manager to sign an updated franchise agreement with Republic Services.

RESOLUTION NO. 22-7142

Councilor Ogier moved and Councilor Riker seconded to adopt Resolution 22-7142, as amended, modifying the effective date in Section 6.6 to October 2, 2000, and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

d. Resolution amending Resolution 21-7048 awarding Ward Warren (232 NW 6th Street) a design grant in the amount of $3,357.50, and a Building Renovation Grant in the amount up to $50,000.

RESOLUTION NO. 22-7143

Councilor Riker moved and Councilor Collins seconded to adopt Resolution 22-7143 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

e. Resolution amending Resolution 21-7048 awarding Ward Warren (232 NW 6th Street) a design grant in the amount of $3,357.50, and a Building Renovation Grant in the amount up to $50,000.

RESOLUTION NO. 22-7144

Councilor Lovelace moved and Councilor Collins seconded to adopt Resolution 22-7144 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The
resolution was adopted.

f. Resolution authorizing the City Manager to submit a Grant Application through the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

RESOLUTION NO. 22-7145

Councilor Lovelace moved and Councilor DeLaGrange seconded to adopt Resolution 22-7145 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The resolution was adopted.

g. City Attorney evaluation process.

Reviewed.

3. APPOINTMENTS

a. Motion appointing one member to the Committee on Public Art.

Councilor Lovelace moved and Councilor DeLaGrange seconded to appoint Larry Evans to the Committee on Public Art and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

b. Motion appointing one member to the Historical Buildings and Sites Commission.

Councilor Lovelace moved and Councilor King seconded to appoint Cynthia Charat to the Historical Buildings and Sites Commission and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

c. Motion appointing one member to the Collaborative Economic Development Committee.

Councilor Lovelace moved and Councilor Riker seconded to appoint Grant Stutzman to the Collaborative Economic Development Committee and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

d. Motion appointing two members to the Budget Committee.

Councilor DeLaGrange moved and Councilor Collins seconded to appoint Josh Balloch and Tammie Schmidt-Kirk to the Budget Committee and the vote resulted as follows: “Ayes”: Bristol, Collins, DeLaGrange, Ogier and Pell. “Nays”: Faszer, King, Lovelace and Riker. Abstain: None. Absent: None. The motion passed.

City Council Meeting
February 2, 2022
e. **Motion appointing ten members to the Sustainability and Energy Action Taskforce.**

Councilor DeLaGrange moved and Councilor Riker seconded to appoint Robert Allen (local energy efficiency engineer), Tom Bradbeer (contractor/developer), Ethan Nelson (GPHS student), David Bartlett (agriculture), Arlo Todd, Matthew Rosen and Jan O'Hara (members at large) to the Sustainability and Energy Action Taskforce and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The motion passed.

4. **PUBLIC COMMENT**

a. **Opportunity to review public comment.**

b. **Review emails.**

Councilor Riker moved and Councilor Ogier second to extend the meeting past 9 p.m. and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The motion passed.

5. **CONSENT AGENDA**

a. **Resolution authorizing the City Manager to adjust the salary schedule in years two and three of the International Association of Firefighters (IAFF) Local 3564 collective bargaining agreement.**

   **RESOLUTION NO. 22-7146**

   Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7146 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

b. **Resolution authorizing the City Manager to amend Local Agency Agreement No. 28945 with ODOT for Allen Creek Road Improvements.**

   **RESOLUTION NO. 22-7147**

   Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7147 and the vote resulted as follows: "Ayes": Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. "Nays": None. Abstain: None. Absent: None. The resolution was adopted.

c. **Resolution establishing the interest rate to be applied during calendar year 2022 to Deferred Development Agreement monies on deposit.**

   **RESOLUTION NO. 22-7148**
Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7148 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The resolution was adopted.

d. Resolution consenting to the appointment of Augustus Ogu as City Attorney.

RESOLUTION NO. 22-7149

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7149 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The resolution was adopted.

e. Resolution approving the Boatnik Agreement with the Active Club.

RESOLUTION NO. 22-7150

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-71xx and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The resolution was adopted.

f. Resolution authorizing the City Manager to enter into a contract for pollution liability insurance for the Merlin Landfill.

RESOLUTION NO. 22-7151

Councilor King moved and Councilor Lovelace seconded to adopt Resolution 22-7151 and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The resolution was adopted.

g. Motion approving the minutes of the City Council emergency meeting of December 27, 2021.

Councilor King moved and Councilor Lovelace seconded to approve the minutes of the City Council emergency meeting of December 27, 2021, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

h. Motion approving the minutes of the City Council special meeting of January 3, 2022.

Councilor King moved and Councilor Lovelace seconded to approve the minutes of the City Council special meeting of January 3, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.
i. **Motion approving the minutes of the City Council meeting of January 5, 2022.**

Councilor King moved and Councilor Lovelace seconded to approve the minutes of the City Council meeting of January 5, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

j. **Motion approving the minutes of the City Council special meeting of January 24, 2022.**

Councilor King moved and Councilor Lovelace seconded to approve the minutes of the City Council special meeting of January 24, 2022, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

k. **Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of December 14, 2021.**

Councilor King moved and Councilor Lovelace seconded to acknowledge the minutes of the Bikeways and Walkways Committee meeting of December 14, 2021, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

l. **Motion acknowledging the minutes of the Urban Area Planning Commission meeting of November 10, 2021.**

Councilor King moved and Councilor Lovelace seconded to acknowledge the minutes of the Urban Area Planning Commission meeting of November 10, 2021, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

m. **Motion acknowledging the minutes of the Housing Advisory Committee meeting of November 19, 2021.**

Councilor King moved and Councilor Lovelace seconded to acknowledge the minutes of the Housing Advisory Committee meeting of November 19, 2021, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.

n. **Motion acknowledging the minutes of the Urban Tree Advisory Committee meeting of November 8, 2021.**

Councilor King moved and Councilor Lovelace seconded to acknowledge the minutes of the Urban Tree Advisory Committee meeting of November 8, 2021, and the vote resulted as follows: “Ayes”: Collins, DeLaGrange, Faszer, King, Lovelace, Ogier, Pell and Riker. “Nays”: None. Abstain: None. Absent: None. The motion passed.
6. MATTERS FROM MAYOR, COUNCIL AND STAFF
   a. Mayor & Council Comments.
   b. Staff Comments.

7. EXECUTIVE SESSION: None.

8. ADJOURN:

   There being no further business to come before the Council, Mayor Bristol
   adjourned the meeting at 9:16 pm.

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

   ______________________________________
   City Recorder
COLLABORATIVE ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes – December 16, 2021, at 3:00 pm
Council Chambers

Committee Members:
Gene Merrill (Chair)
Bryan Hawkins (Vice Chair)
Shauna Bland – Teams
Sam Engel
Ethan Lane
Josie Molloy- absent
Colene Martin -Teams
Cameron Camp
Bob Schaller
Casey Alderson - absent
Daniel Mancuso – absent
Ruth Swain
Bradley Converse
Ron Gordon
Vacant (Business Retail)

Government Liaisons:
Susan Seereiter, Business Advocate
Darin Fowler, County Commissioner – absent
Jean Ann Miles, City of Cave Junction
Curt Collins, City Council Liaison
Donna Rupp

Guests:
Marta Tarantsey – Business Oregon- Teams
Tori Middelstadt

1. Roll Call: Chair Merrill called the meeting to order shortly after 3 PM

2. Public Comment:
   • Tori Middelstadt introduced herself as the new Executive Director for Destination
     Marketing Organization and is looking forward to engaging with CEDC

3. Approval of Minutes:
   a. Approval of minutes from November 4, 2021.

   Motion
   Member Swain moved and Member Camp seconded the motion to approve the minutes
   from November 4, 2021, as presented. The vote resulted as follows: “AYES”:
   Committee Members: Martin, Converse, Swain, Lane, Schaller, Chair Merrill, Bland,
   Engel, Camp, Gordon, and Vice-Chair Hawkins. “NAYS”: None. Abstain: None.
   Absent: Members Alderson, Molloy, and Mancuso
   The motion passed.

4. Work Session Items:
   a. Final 2022 Goal list for City Council Strategic Planning
      • Chair Merrill went around the room and asked for feedback from all the
        members
      • Input included more awareness of mental health issues in community and
        ACES training for committee members
      • Pipeline for schools to engage with economic development and provisions for
        skills development
      • Aligning with the Jackson and Josephine County Community Health
        Improvement Plan 2019-2022 (All in for Health)
• Living wage jobs, employer prosperity, zoning to attract business growth, "growing our own", focus on City and County Comprehensive Plan
• More engagement and alignment with the City and County, SOREDI Comprehensive Economic Development Strategy (CEDS)
• Alignment and collaboration with Tourism industry, retention for employees, engagement with community, meeting at different venues
• A pipeline of resources, mentorship for mental health
• Tiny Homes, ADU awareness, housing pipeline, donation of property in Cave Junction for housing project
• City and County Liaison support and engagement
• Attraction of traded sector businesses to encourage higher wage jobs
• Expedite process for building homes, host more housing forums, many more ideas and discussion
• After all members had an opportunity to share their ideas, Chair Merrill narrowed down the final goals as followed:
  • Youth workforce development pipeline and employee recruitment and retention
  • Community engagement and outreach
  • Workforce housing, more advertising of ADU’s, CEDC connectors to businesses in need of housing, hosting forums
  • Liaisons for different committees

7. Future Agenda Building for Next Meeting:
   a. Youth work skills and development
   b. Spalding update
   c. E-mobility
   d. Labor market
   e. ARPA funds-RCC. Schools, City, County

8. Adjournment:
   a. Meeting adjourned at 5:30 pm

Next scheduled meeting: January 28, 2022

Minutes prepared by Susan Seereiter, City Staff Liaison.
COMMITTEE ON PUBLIC ART
Meeting Minutes – January 11, 2022 at 5:30 pm
Ridge Conference Room

Committee Members:
Larry Evans (Chair)
Cal Kenney (Vice Chair) - Late
Sulaiha McDougall -
Michael Holzinger – By Teams
Robyn Lofing-Dean
Deanna Morse – By Teams
Pattie Crumpton
Diane Dahlgren- Absent
Kate Bortells

City/Staff/Council Liaisons:
Susan Seereiter (Business Advocate)
Gabby Sinagra (Assistant Planner)
Vanessa Ogier (City Council)

Guests:
Melissa Ghighlieri
Tori Middelstadt
Pastor Gene Simmons
Pastor Kim Simmons

1. **Roll Call**: Chair Evans called the meeting to order at 5:30 p.m. and took roll call.

2. **Introductions**: See below

3. **Public Comment**: Tori Middelstadt introduced herself to the committee and passed around her business cards. Tori is the Executive Director of the newly formed Destination Marketing Organization as of November 2021. She expressed a desire for collaboration between COPA and Destination Marketing, specifically requesting that COPA consider taking part in the Destination Ready Project so as to weigh in on relevant priorities concerning Tourism goals.

4. **Approval of Minutes**: December 14, 2021

MOTION/VOTE
Member Morse moved, and Chair Evans seconded the motion to approve the minutes from December 14, 2021. The vote resulted as follows: “AYES”: Chair Evans, Vice-Chair Kenney, Members Morse, Holzinger, Lofing-Dean, McDougall, Bortells, and Crumpton. “NAYS”: None. Absent: Dhalgren.

The motion passed.

5. **Action Items**:
   a. **Duck Lot Artist Renditions**
      • Artist Melissa Ghighlieri gave a presentation of the different mural designs for the Committee to consider. The committee discussed and took a vote on which design they wanted. Both Pastor Gene and Kim Simmons also weighed in.
      • The consensus for the background color of the mural was the royal blue design with the Committee requesting Artist Melissa Ghighlieri add a hybridized version of the gold leaves and vines design that were part of separate renditions.
      • Chair Evans expressed concern that the artist’s design as presented was not large enough to cover the full length of the wall. Artist agreed to modify the design by creating a life size rendition in order to cover the full length of the wall while also preserving the top left corner to be dedicated to advertising for Pastor Kim and Gene Simmons’ church.
      • There was a discussion concerning the hedges along the wall that could potentially block the artwork. Discussion revolved around what the process would
be to remove these hedges. Member Holzinger brought up the fact the hedges are used for stormwater retention. Pastors Gene and Kim Simmons also brought up the ongoing problems the hedges and dumpsters along the wall have been posing as far as unwanted transient activity and litter.

- City Staff will need to be looped into the conversation pertaining to the removal of the hedges.

b. Select/Recommend Committee Member from application

- Chair Evans’ was the only submitted application received for the position. The committee voted unanimously in favor of Chair Evans continuing his position.

MOTION/VOTE

Member Crumpton moved, and Member Holzinger seconded the motion to recommend Larry Evans as committee member to City Council. The vote resulted as follows: “AYES”: Chair Evans, Vice-Chair Kenney, Members Morse, Holzinger, Lofing-Dean, McDougall, Bortells, and Crumpton. “NAYS”: None. Absent: Dhalgren.

The motion passed.

c. Chair and Vice Chair Recommendation:

- Chair Evans suggested revisiting this topic in another six months.

d. Art Box Installation Procedures:

- Committee discussed the procedures pertaining to the vinyl wraps vs painting the boxes. It was agreed that the Committee will revisit this discussion after the first installation of a vinyl wrapped utility box.

6. Subcommittee Updates

- Subcommittee for the Art Map is continuing work on this project.
- Member Holzinger agreed to follow-up on the status of the bronze statue repairs.
- Gary Spallino has expressed interest in repairing the Gold Miner statue.
- Four Art Spotlights: Art in Motion (two artists featured), Art Along the Rogue, and Alley Beautification.
- The first Art Box installation is going up Thursday 1/13/2022 at 2 p.m. in front of Roe Motors on 7th and E Street.
- Art in Motion installations scheduled for Thursday 1/13/2022 at 9:30 a.m.
- Ribbon cutting event for the Osprey Alley scheduled for 1/12/2022 at 10 a.m.

Matter from Committee Members and Staff:

- Chair Evans and Mayor Bristol will be accepting a $2,000 check from Pacific Power Foundation for Art Along the Rogue.
- Member Kenney recommends committee members to visit the recycled art exhibition occurring at the Museum of Art.
- Member Morse shared a piece from the Daily Courier that featured Joseph Johnson.

7. Future Agenda Building for Next Meeting

a. Art Box
b. Public Art of the Month
c. Goals for funding the next alley for the Alley Beautification project.

8. Adjournment

Committee on Public Art
Meeting Minutes January 11, 2022
a. Meeting adjourned at 7:07 pm.

Next meeting date: February 8, 2022 at 5:30 pm in the Ridge Conference Room.

Minutes prepared by Gabby Sinagra, City Staff Liaison.