

CITY OF GRANTS PASS
COUNCIL AGENDA
January 18, 2017
6 p.m. City Council Meeting
Council Chambers - 101 N.W. "A" Street



MAYOR: Darin Fowler

CITY COUNCIL MEMBERS:

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

Invocation

Flag Salute

Roll Call

Proclamation: Child Trafficking Awareness Month

Government Finance Officers Association (GFOA) Award presentation

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

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

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

2. PUBLIC HEARING

- a. Ordinance extending Development Agreement 2014-02 for two additional years for property located at 26 Fire Mountain Way. **Pgs. 1-12**

Quasi-judicial

- b. Ordinance vacating the common property line between tax lots 3900 & 4000 of map number 36-05-19-AA. **Pgs. 13-18**

3. CONSENT AGENDA (Items included are of such routine nature or without controversy so that they may be approved with a single action).
****Indicates short Staff presentation and Council comment.***
 - a. Resolution authorizing the City Manager to enter into a three-year labor contract with the Grants Pass Police Association. **Pgs. 19-78**
 - b. Motion acknowledging the receipt of the monthly financial reports for October and November 2016. **Pgs. 79-94**
 - c. Motion approving the minutes of the City Council meeting of January 4, 2017. **Pgs. 95-98**
 - d. Motion acknowledging the minutes of the Historical Buildings and Sites Commission meeting of October 20, 2016. **Pgs. 99-106**
 - e. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of November 8, 2016. **Pgs. 107-110**
4. COUNCIL ACTION
 - a. Resolution amending Resolution No. 16-6435 awarding Redwood Towers (306 NW 6th Street) a grant in the amount of \$50,000 for emergency egress and fire suppression activities. **Pgs. 111-155**
5. MATTERS FROM MAYOR, COUNCIL AND STAFF
 - a. Review Mayor/Council emails. None.
 - b. Committee Liaison reports.
 - c. Committee Motions. None.
6. EXECUTIVE SESSION 192.660 (2) (Executive session is held to discuss one of the following subjects: (a) Employment of Public Officers, (b) Dismissal or discipline of Public Officers/Employees, (c) Public Medical Staff, (d) Labor negotiations (news media not allowed without specific permission), (e) Real property transactions-negotiations, (f) To consider information or records that are exempt by law from public inspection, (h) With city attorney re: rights/duties, current-likely litigation, (i) Performance Evaluations of Public Officers, (j) Public Investments...)

Yes
(h) With city attorney re: rights/duties, current-likely litigation

7. ADJOURN

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

Ordinance extending Development Agreement
2014-02 for two additional years for property
Item: located at 26 Fire Mountain Way.

Date: January 18, 2017

SUBJECT AND SUMMARY:

Proposal to enter into a new Development Agreement with Freedman FMG Property LLC, for property located at 26 Fire Mountain Way.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council goals of **ENCOURAGE ECONOMIC OPPORTUNITIES**. The two-year extension will allow the property owner to develop a viable project under the terms of the Development Agreement.

CALL TO ACTION SCHEDULE:

Development Agreement 2014-02 expires February 9, 2017. Call to action schedule: January 18, 2017.

BACKGROUND:

The City of Grants Pass and the property owner entered into an agreement in 2010 following a partial rezone of the subject tract (36-05-17-D0, TLs 801, 901, 902, 903 & 904). Terms of the agreement included a trip cap of ninety (90) peak hour trips on the proposed future development of the tract. The original agreement has a five-year term with the option to extend the time period upon agreement by both parties. The agreement was granted a two-year extension in 2014 until February 9, 2017. Due to the economic downturn, the applicant has yet to move forward with development of the property and is requesting an additional two years on the Development Agreement, extending the agreement out to 2019.

COST IMPLICATION:

None.

ALTERNATIVES:

1. Approve the ordinance as proposed, or
2. Deny the ordinance.

ITEM: 2.a. ORDINANCE EXTENDING DEVELOPMENT AGREEMENT 2014-02 FOR TWO ADDITIONAL YEARS FOR PROPERTY LOCATED AT 26 FIRE MOUNTAIN WAY.

Staff Report (continued):

RECOMMENDED ACTION:

It is recommended the Council approve the attached ordinance entering into a new Development Agreement (2017-01), which grants a two-year extension to the terms of approval for Development Agreement 2014-02.

POTENTIAL MOTION:

I move to have the Ordinance, which extends the Development Agreement 2014-02 for two additional years for property located at 26 Fire Mountain Way be read by title only, first reading.

I move to have the Ordinance, which extends the Development Agreement 2014-02 for two additional years for property located at 26 Fire Mountain Way be read by title only, second reading.

I move to adopt the Ordinance, which extends the Development Agreement 2014-02 for two additional years for property located at 26 Fire Mountain Way.

ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS EXTENDING THE DEVELOPMENT AGREEMENT 2014-02 FOR TWO ADDITIONAL YEARS FOR PROPERTY LOCATED AT 26 FIRE MOUNTAIN WAY.

WHEREAS:

1. The Comprehensive Plan of the City of Grants Pass was adopted December 15, 1982. The Development Code of the City of Grants Pass was adopted August 17, 1983; and
2. The owners of the subject property have entered into Development Agreement 2010-01 for the property located at 26 Fire Mountain Way. The initial term of the agreement was for five years, expiring in 2015; and
3. Due to the economic downturn, the property owners requested a two-year extension of the Development Agreement in 2014 until February 9, 2017; and
4. The developer has requested an additional two-year extension to allow them to seek an appropriate development of the site now that the economy has shown signs of recovery. The property owners desire to extend the terms of the initial Development Agreement for two additional years until 2019; and
5. Extension of the Development Agreement until 2019 is an appropriate time period to allow the property owners to develop the tract into a viable commercial operation.

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

Section 1: The City hereby adopts Development Agreement 2017-01, attached as Exhibit "1", which stipulates conditions attached to the development of the property as rezoned to Business Park (BP), to include the development of the adjoining tract of land identified in the Development Agreement consisting of TLs 801, 901, 902, 903 & 904, on Assessor's Map 36-05-17-40, with an expiration date of February 9, 2019.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of January 2017 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 January 2017.

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____ 

After Recording Return To:
City of Grants Pass, Oregon
101NW A Street
Grants Pass OR 97526
Attn: Lora Glover

DEVELOPMENT AGREEMENT #2017-01

BETWEEN: City of Grants Pass, (“City”)
an Oregon municipal corporation

AND: Freedman FMG Property LLC, (“Owner”)
a limited liability company; its successors, assigns and
any other person or entity authorized to develop or apply
for development approval on the Property.

RECITALS

A. Owner owns approximately 3.14 acres of real property, known as Lots 1 through 4 of the Fire Mountain subdivision (Tax Lots 901, 902, 903 and 904) and Tax Lot 801 located in the City of Grants Pass, more specifically identified in the legal description attached to this Development Agreement (“this Agreement”) as *Exhibit A* (the “Property”) and as illustrated in *Exhibit B*. The Property has comprehensive plan map designations of General Commercial and Industrial and is zoned General Commercial and Industrial. Owner has applied to City for approval of a comprehensive plan map and zoning designation amendment that would change the comprehensive plan map designation of Lot 4 (Tax Lot 904) of Property from Industrial to Business Park and the zoning map from Industrial to Business Park (City file number 09-402000002 (the “Application”). Thereafter, the Property will have comprehensive plan map designations of General Commercial and Business Park and will be zoned General Commercial and Business Park.

B. Owner intends to develop the property in such a way that would result in no more than ninety (90) peak hour trips (the “Proposed Development”) The basis for the ninety (90) peak hour trips is set forth in the documentation identified as *Exhibit C*.

C. A development agreement is the appropriate mechanism for City and Owner to enter into an agreement for the Application approval, limitation on uses of the Property, and the timing and construction of the mitigation measures to be installed as part of the previously approved Timber Products/Home Depot Development Agreement #2008-01 and as

listed in **Exhibit D** (the “Planned Improvements”). If the Planned Improvements are not installed prior to the approval of a site plan review application, Owner will be required to submit a revised Traffic Impact Analysis (“TIA”) consistent with this agreement to address impacts of the Proposed Development.

D. This agreement is an extension of the previous Development Agreement 2010-01, adopted by the City Council as Ordinance No. 5504. The original Development Agreement was for a five (5) year period ending February 9, 2015. The agreement was amended by Ordinance 14-5593 (Development Agreement 2014-02) which granted a two (2) year extension until February 9, 2017. This agreement will grant an additional two (2) year extension until February 9, 2019.

E. The City Council duly noticed and held a public hearing on this agreement on January 18, 2017 at which time the City Council accepted public testimony on this Agreement.

F. At the end of the public hearing, the City Council voted to approve this Agreement as adopted by City Ordinance No. 17-____.

AGREEMENT

NOW THEREFORE, based on the foregoing recitals, the City Council, for City and Owner, hereby agree to the following:

1. Comprehensive Plan Map and Zoning Designation Amendment Application Approval: City hereby approves the Application (09-402000002) presented by Owner as reflected in the Findings of Fact, Freedman FMG Property LLC for a Comprehensive Plan Map and Zoning Designation Amendments for Lot 4 of the Fire Mountain subdivision (“Approval”).

2. Development Conditions:

a. Development on the Property shall meet all applicable City standards at the time a development application is made, including appropriate design standards.

b. If any development of the Property exceeds ninety (90) peak hour trips, Owner shall submit a revised TIA addressing the extent to which the development of the Property exceeds ninety (90) peak hour trips. A revised TIA and any related mitigation requirements shall comply with the City’s site review standards and procedures and its level of service standards which are applicable at the time the application is filed with the City. Nothing here shall prohibit the Owner from submitting site plan review applications for less than the entire Property nor developing the Property in phases. Documentation shall be submitted by the applicant with the application materials identifying the peak hour trips for any proposed development on the Property.

c. All required Planned Improvements shall be constructed pursuant to the Timber Products/Home Depot Development Agreement prior to the approval of a site plan review application for the Proposed Development of the Property or such incremental or phased development of the Property as contemplated in Paragraph 2(b) above. If the

Planned Improvements are not constructed, Owner agrees to submit a revised TIA and mitigation plan for the Proposed Development. Nothing here shall prevent the Owner from voluntarily submitting a new TIA for the Property or any portion thereof. The City shall not require a new TIA if the property is incrementally developed in a manner that does not, in the aggregate, exceed the ninety (90) peak hour trips.

d. If the ultimate plans for development of the Property produce no greater than the reserve traffic capacity of ninety (90) peak hour trips contemplated in this agreement, and an application for a site plan or other development approval is submitted and deemed complete pursuant to the *Grants Pass Development Code* within five (5) years of the date of this Agreement, Owner shall not be required to make any additional improvements to the transportation system beyond those listed in *Exhibit D*. If an application for site plan or other development approval is not submitted and deemed complete pursuant to the *Grants Pass Development Code* within five (5) years of this Agreement, the City has the right to require a new TIA be submitted by the Owner/developer of the Property for the development then proposed.

3. **Agreement to be Adopted by Ordinance:** This Agreement shall be incorporated and attached to the adopting ordinance that approved the Application for the Comprehensive Plan and Zone Map Amendments for Tax Lot 904 of the Property.

4. **Effective Date, Term and Modification:** This Agreement shall be effective upon signature by both parties and once the document is recorded with the Josephine County Clerk's Office. The Agreement shall be signed and recorded after the ordinance is effective, which is thirty (30) days from the effective date of the ordinance to sign and record the document, provided that the City's approval of the application is not appealed. If the application is appealed, the Agreement shall be recorded thirty (30) days following final resolution of the appeal. The Agreement shall have a duration (term) of nine (9) years from the Effective Date of February 9, 2010, as approved under the initial agreement Ordinance No. 5504. This Agreement may be modified or terminated sooner than the nine (9) years only upon written agreement signed by the authorized representatives of both parties (subject to provisions of Section 12 of this Agreement).

5. **Effect when Laws and Rules render compliance impossible.** When changes in federal or state laws or rules render compliance with the Agreement impossible, unlawful or inconsistent with such laws, rules or policy the following shall apply:

The City shall consider adoption of amendments to this Agreement or the Development Code consistent with said changes and if adopted by the City, the Parties shall sign amendments to this Agreement that acknowledge conformance to the same.

6. **Assignment and Transfer:** This Agreement shall be fully assignable. This Agreement shall be binding on and inure to the benefit of any future owner/land developer of this property for the full term of the Agreement.

7. **Remedies for Breach:** Should either party breach this Agreement, remedies available under Oregon law for breach of contract are available to the parties, including damages and injunction relief.

8. **Controlling Law and Venue for Disputes:** This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or

proceedings arising out of or connected with the Agreement shall be heard and decided in Oregon Circuit Court for the County of Josephine.

9. **Waiver of Certain Claims:** The Applicant knows and understands its rights under *Dolan v. City of Tigard*, 512 U.S. 374, 114 S. Ct. 2309 (1994), and by entering into this Agreement hereby waives any requirement that the City demonstrate that the off-site Public Improvements, as detailed in ***Exhibit D***, are roughly proportional to the burden and demands placed upon public transportation facilities by the Proposed Development. The Owner further waives any cause of action it may have pursuant to the Takings Clause of the Fifth Amendment to the U. S. Constitution or Article 1, Section 18 of the Oregon Constitution. This waiver includes but is not limited to any takings claim premised upon *Dolan* and cases interpreting the legal effect of *Dolan* arising out of the actions described herein and any claim asserting a regulatory taking.

10. **No Third Party Beneficiaries:** None of the duties and obligations of the parties to this Agreement shall in any way or in any manner be deemed to create any rights to any person or entity other than the parties hereto, and their successors and assigns, if any.

11. **Entire Agreement:** City and Owner acknowledge and agree that no promises or representations have been made which do not appear written herein and that this Agreement contains the entire agreement of the parties as to this Agreement.

12. **Severability Clause:** The parties to this Agreement agree that if any term, provision, covenant, condition or portion of this Agreement is held to be illegal, invalid, void, voidable or unenforceable, the remainder of the provisions shall remain in full force and effect as a separate contract and shall in no way be affected, impaired or invalidated.

13. **Amendment or Cancellation of Agreement; Enforceability:**

a. This Agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest.

b. Until this Agreement is amended or cancelled by mutual consent of both parties under this section, the terms of this Agreement are enforceable by any party to the Agreement.

14. **Recitals within this Agreement:** The recitals contained within this Agreement as written above are restated herein and made part of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Development Agreement in duplicate, intending that it may be effective as of the date it is recorded.

Executed this _____ day of _____, 2017.

CITY:

OWNERS:

City of Grants Pass Freedman FMG Property LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF OREGON)
)ss
COUNTY OF JOSEPHINE)

STATE OF OREGON)
)ss
COUNTY OF JOSEPHINE)

Signed before me on the ____ day of _____ Signed before me on the ____ day of _____

By _____

By _____

IN WITNESS WHEREOF I hereto set my hand and seal on this same date,

IN WITNESS WHEREOF I hereto set my hand and seal on this same date,

Notary Public for Oregon
My Commission Expires _____

Notary Public for Oregon
My Commission Expires _____

**EXHIBIT A
FREEDMAN PROPERTIES**

Tax Lot 901

Lot 1 of FIRE MOUNTAIN SUBDIVISION, IN THE City of Grants Pass, Josephine County, Oregon according to the official plat thereof recorded in Volume 9 Page 583, Plat Records.

Tax Lot 902

Lot 2 of FIRE MOUNTAIN SUBDIVISION, IN THE City of Grants Pass, Josephine County, Oregon according to the official plat thereof recorded in Volume 9 Page 583, Plat Records.

Tax Lot 903

Lot 3 of FIRE MOUNTAIN SUBDIVISION, IN THE City of Grants Pass, Josephine County, Oregon according to the official plat thereof recorded in Volume 9 Page 583, Plat Records.

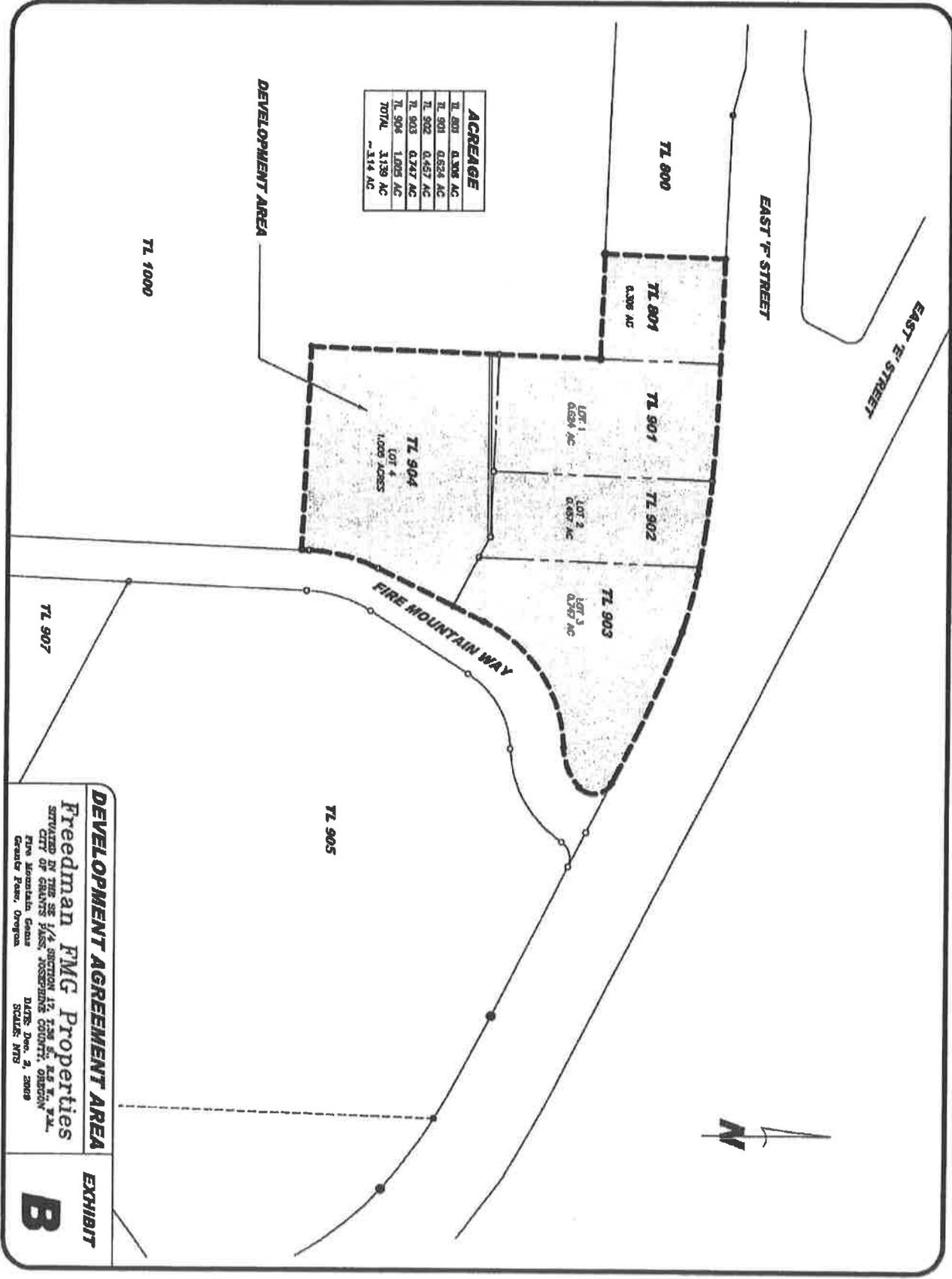
Tax Lot 904

Lot 4 of FIRE MOUNTAIN SUBDIVISION, IN THE City of Grants Pass, Josephine County, Oregon according to the official plat thereof recorded in Volume 9 Page 583, Plat Records.

Tax Lot 801

Commencing at a point on the East line of Mill Street and the North right of way line of the Southern Pacific Railroad in Section 17, Township 36 South, Range 5 West of the Willamette Meridian, in Josephine County, Oregon; thence North 00°18' East along the said East line of Mill Street a distance of 644.30 feet; thence South 89°49' East parallel with the South line of "D" Street a distance of 687.20 feet to the true point of beginning; thence North 00°18' East parallel with said East line of Mill Street a distance of 150.00 feet; thence North 89°49' West parallel with said South line of "D" Street a distance of 110 feet; thence South 00°18' West and parallel to the East line of Mill Street a distance of 150.00 feet; thence South 89°49' East parallel with the south line of "D" Street 110 feet to the true point of beginning.

EXCEPTING THEREFROM; Any portion of the herein described property lying within the boundaries of the roads and highways.



ACREAGE	
TL 800	0.308 AC
TL 901	0.626 AC
TL 902	0.627 AC
TL 903	0.767 AC
TL 904	1.000 AC
TOTAL	3.138 AC
	~ 314 AC

DEVELOPMENT AGREEMENT AREA

Fredman FMG Properties
 SITUATED BY THE SE 1/4 SECTION 12, T4N, R1E, W1E, 1/4
 CITY OF GAINES PLS. JOHNSON COUNTY, OREGON
 Fire Mountain, Gains
 Grants Pass, Oregon

DATE: Dec. 2, 2009
 SCALE: NTS

EXHIBIT

B

EXHIBIT C

List of Attachments

- 1) E-mail correspondence from October 23, 2009 and November 18, 2009, from Rich Schaff to Micheal Reeder
- 2) Letter and enclosures dated October 30, 2009, from Michael Weishar to Rich Schaff
- 3) Letter dated November 4, 2009, from Micheal Reeder to Rich Schaff
- 4) E-mail correspondence dated November 18, 2009, from Michael Weishar to Rich Schaff with three (3) attachments
- 5) Letter dated November 18, 2009, from Rich Schaff to Michael Weishar and Micheal Reeder
- 6) Letter dated November 25, 2009, from Rich Schaff to Mike Weishar

EXHIBIT D

Improvements approved under Timber Products/Home Depot Development Agreement #2008-01

1. Installation of a traffic signal at “E” Street and Mill Street including but not limited to all applicable requirements associated with the installation such as right of way dedication, lane width configuration, striping, curb, gutter and sidewalk replacement.
2. Installation of a traffic signal at “F” Street and Mill Street including but not limited to applicable requirements associated with the installation such as right of way dedication, lane width configuration, striping, curb, gutter, and sidewalk replacement.
3. Installation of a traffic signal at “M” Street and Mill Street including but not limited to all applicable requirements associated with the installation such as right of way dedication, lane width configuration, striping, curb, gutter, and sidewalk replacement.
4. Grants Pass Parkway at “F” Street - Addition of an eastbound lane on “F” Street to allow for dual left-turn lanes and a through/right turn movement onto the Parkway and related acquisitions and/or improvements.
5. Grants Pass Parkway at “M” Street – Addition of a second left turn lane on westbound “M” Street to southbound Parkway and related acquisitions and/or improvements.
6. Grants Pass Parkway and Highway 238 – Addition of a second left turn lane on southbound Parkway to southbound Highway 238 and related acquisitions and/or improvements.
7. Owner is responsible for the usual and customary conditions associated with approval of a site plan review and/or land division on the property pursuant to the Grants Pass Development Code. However, under no circumstances shall the Owner be required to make transportation improvements not identified in the Owner’s TIA or a subsequent Owner’s TIA, other than those usual and customary street improvements associated with approval of a site plan review and/or land division on the property pursuant to the Grants Pass Development Code. Any subsequent Owner’s TIA shall be approved by the City.

Ordinance vacating the common property line
between tax lots 3900 & 4000 of map number
Item: 36-05-19-AA.

Date: January 18, 2017

SUBJECT AND SUMMARY:

This request is to vacate the common property line between the two parcels to create a single parcel.

RELATIONSHIP TO COUNCIL GOALS:

This supports the Council's goal to **FACILITATE SUSTAINABLE, MANAGEABLE GROWTH** by providing owners with the ability to better manage their property for development.

CALL TO ACTION SCHEDULE:

Final action on the application shall be taken within 120 days of the date the application is deemed complete. Call to action schedule: April 15, 2017.

BACKGROUND:

The application is to vacate the common property line between the two tax lots creating a single parcel. The tax lots are located at 940 SE 8th Street and 940 SE 7th Street in the General Commercial zoning district. The proposed property line vacation would eliminate the existing property line (see Exhibit 'A'), allowing the property to be developed as planned by the owners. The new property configuration will be in compliance with the criteria contained in Section 17.112 of the *Grants Pass Development Code*. Notice of the proposal and hearing was mailed to surrounding property owners on December 28, 2016.

COST IMPLICATION:

None.

ALTERNATIVES:

1. Approve the property line vacation;
2. Deny the property line vacation; or
3. Deny the request and require the owner submit a property line adjustment application which involves conducting a survey and recording a final plat.

ITEM: 2.b. ORDINANCE VACATING THE COMMON PROPERTY LINE BETWEEN
TAX LOTS 3900 & 4000 OF MAP NUMBER 36-05-19-AA.

Staff Report (continued):

RECOMMENDED ACTION:

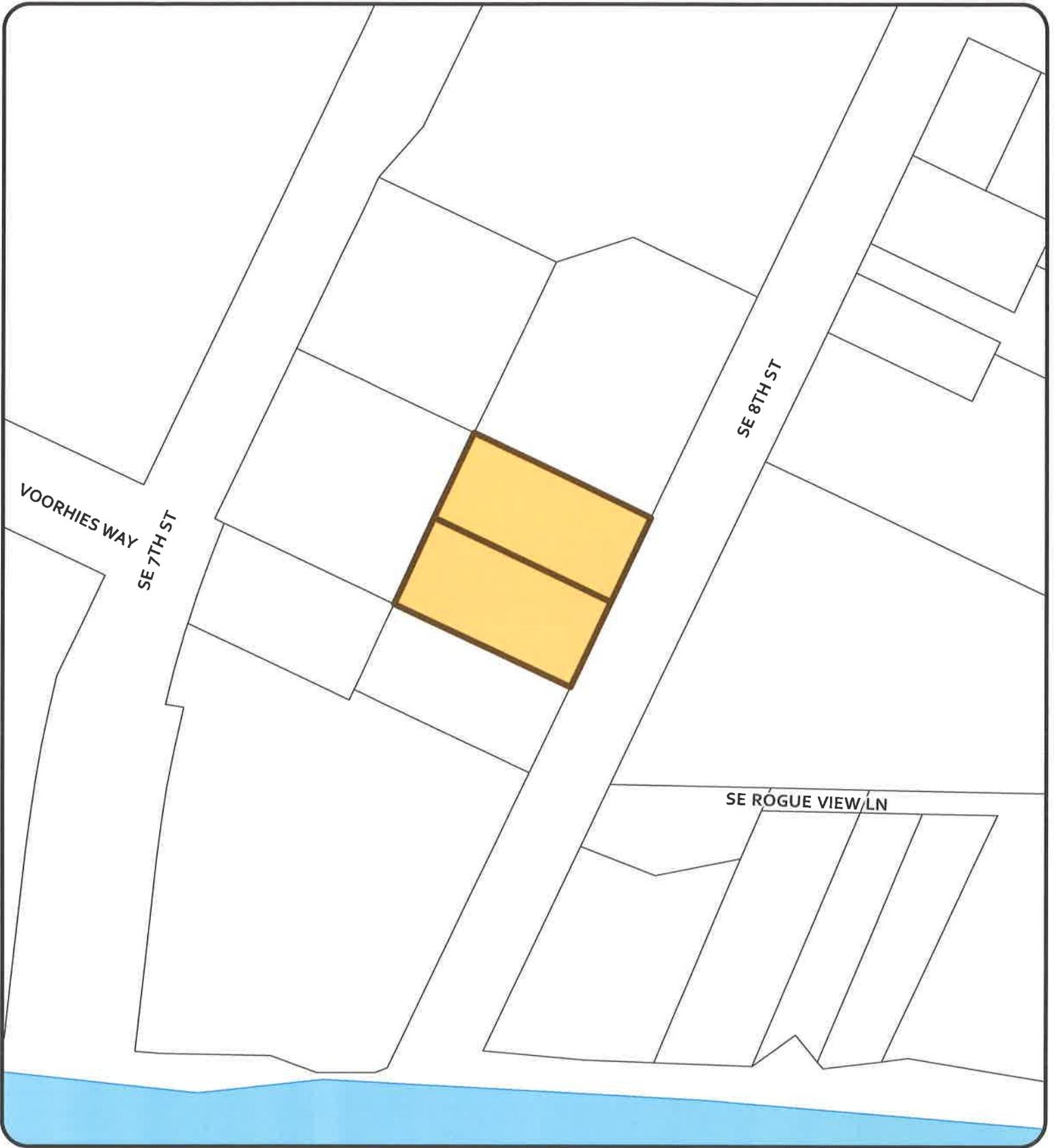
It is recommended the Council approve the property line vacation.

POTENTIAL MOTION:

I move to have the Ordinance vacating the common property line between tax lots 3900 and 4000 of map number 36-05-19-AA be read by title only, first reading.

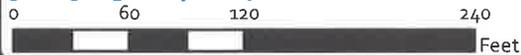
I move to have the Ordinance vacating the common property line between tax lots 3900 and 4000 of map number 36-05-19-AA be read by title only, second reading.

I move to adopt the ordinance vacating the common property line between tax lots 3900 and 4000 of map number 36-05-19-AA.



CITY OF GRANTS PASS

940 SE 8th Street &
 940 SE 7th Street
 36-05-19-AA, TL 3900 &
 36-05-19-AA, TL 4000



Legend

 Subject Properties

EXHIBIT A



CITY OF GRANTS PASS

Parks & Community Development Dept.

101 Northwest "A" Street
 Grants Pass, OR 97526

Phone: (541) 450-6060

Fax: (541) 476-9218

Web: www.grantspassoregon.gov

GPGIS - 12/15/2016



ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GRANTS PASS VACATING THE COMMON PROPERTY LINE BETWEEN TAX LOTS 3900 AND 4000 OF MAP NUMBER 36-05-19-AA.

WHEREAS:

1. ORS 92.017 and Section 17.100 of the City of Grants Pass Development Code provides for the City Council to vacate the property lines separating abutting properties when the property owner requests the Council to do so; and
2. The owners of the properties contained in this ordinance have submitted an application to vacate the common property line separating these properties; and
3. The vacation of the property line will not result in a substandard condition relative to the requirements of the City of Grants Pass; and
4. The vacation of the property line is not contrary to the public health, safety, welfare and convenience or any other purpose of Article 17.

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

Section 1. The property line separating the above referenced parcels located at 940 SE 8th, and 940 SE 7th Street, City of Grants Pass, Oregon, also known as Assessor's Map 36-05-19-AA, tax lots 3900 & 4000 is hereby vacated thirty (30) days from today's date pursuant to the Grants Pass Development Code. See Exhibit '1'.

Section 2. The City Recorder shall cause this ordinance to be recorded with the Josephine County Clerk within thirty (30) days of its effective date.

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of January 2017.

AYES:

NAYS:

ABSTAIN:

ABSENT:

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

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____

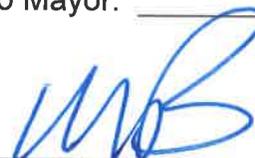


Exhibit 1

All that real property located in Josephine County, Oregon described as:

Bourne's First Add NE1/4 Lot 4 Blk "U" All in T36SR5W WM

Bourne's First Add Baap on E li of Lot 4, Blk "U", Fourne's First Add, 72.5 ft Sly fm NEly cor of sd Lot 4; the Wly & par with Nly li of sd Lot 4, 150 ft; the Sly & par with Ely li of sd Lot 4, 72.5ft, m/1. To the Sly bndry of sd Lot 4; th Ely alg Sly bndry of sd Lot 4, 150 ft to the Ely bndry of sd Lot 4; the Nly alg Ely bndry of sd Lot 4, 72.5 ft to the PCB. All in T36S R5W WM

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

Date: January 18, 2017

SUBJECT AND SUMMARY:

A three-year agreement establishing the terms of agreement and terms of employment was awarded to the Grants Pass Police Association (GPPA) through binding interest arbitration.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of KEEP CITIZENS SAFE by maintaining a stable Public Safety work force.

CALL TO ACTION SCHEDULE:

Call to action schedule: January 18, 2017.

BACKGROUND:

The labor contract with the GPPA expired December 31, 2015. Management entered into negotiations with the GPPA on July 15, 2015, meeting with representatives of the Association's 70+ members. The City and GPPA met on four separate occasions, but could not reach an agreement. Pursuant to Oregon law, the parties moved to mediation. Two mediation sessions were held, but the parties did not reach agreement. On April 13, 2016, the Association declared an impasse and final offers were filed by both parties. On April 20, 2016, the Association petitioned to initiate binding arbitration. Last best offers (LBO) were filed with the Arbitrator on August 25, 2016, and hearings were held on September 8 and 9, 2016.

The City's LBO included the following:

1. Two-year agreement (January 1, 2016 - December 31, 2017).
2. Wage increase for Police Officers assigned to Detectives from \$250 per month to \$300 in 2016 and \$315 in 2017.
3. Wage increases by raising monthly flat dollar amount of incentives.
4. Wage increases for all employees at 1% in 2016 and 2% in 2017.
5. Additional wage increases of 2% for Community Service Officers (CSOs) and Lead Dispatchers in each year.
6. Mandatory shift rotations for Patrol (Officers work different shift once per year).
7. Callback overtime increased to 3-hour minimum when unscheduled.
8. Add a boot reimbursement every 2 years for Patrol and CSOs and every 5 years for Officers assigned to Detectives.

The estimated cost of the City's LBO over the two years was \$344,482.

ITEM: 3.a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR LABOR CONTRACT WITH THE GRANTS PASS POLICE ASSOCIATION.

Staff Report (continued):

The Association's LBO included the following:

1. Three-year agreement (January 1, 2016 - December 31, 2018).
2. Wage increases by converting flat dollar incentives to percentages.
3. Wage increases for all employees at 1% in 2016, 1.5% in 2017 and 2% in 2018.
4. Additional wage increases of 2% for Clerks, CSOs, Dispatchers and Lead Dispatchers in each year of the agreement.
5. Wage increases for Police Officers assigned to Detectives by moving them to the Police Corporal wage scale.
6. Callback overtime increased from a 2-hour minimum to a 3-hour minimum.
7. Add a boot reimbursement every 2 years for Patrol and CSOs and every 5 years for Officers assigned to Detectives.

The estimated cost of the Association's LBO over the three years was estimated by the Association to be \$1,086,073 and by the City to be \$1,336,900.

ORS 243.742 requires binding arbitration for Public Safety personnel who are prohibited from striking. ORS 243.752 makes the order final and binding upon all parties.

COST IMPLICATION:

Revenue Source: Department of Public Safety's budget.

The estimated impact of the three-year agreement is \$1,336,900.

ALTERNATIVES:

Binding interest arbitration is required under the Oregon Revised Statutes for strike-prohibited public safety employees and the award is final.

RECOMMENDED ACTION:

It is recommended Council authorize the City Manager to enter into a contract with the GPPA.

POTENTIAL MOTION:

I move to authorize the City Manager to enter into a three-year contract with Grants Pass Police Association.

RESOLUTION NO.

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

WHEREAS:

1. The City of Grants Pass has bargained in good faith with representatives from the Grants Pass Police Association (GPPA); and
2. The parties met a total of six times and were unable to come to an agreement; and
3. The Association advanced the matter to binding interest arbitration; and
4. The binding interest arbitration award was issued on January 2, 2017, in the Association's favor; and
5. The City Council authorizes the City Manager to execute the contract pursuant to the award.

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

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

ADOPTED by the Council of the City of Grants Pass, Oregon, in regular session this 18th day of January 2017.

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

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____ 

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GRANTS PASS

&

THE GRANTS PASS POLICE ASSOCIATION

January 1, 2016 to December 31, 2018

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PREAMBLE

This Agreement is entered into between the City of Grants Pass, Oregon, hereinafter called the "City," and the Grants Pass Police Association, hereinafter called the "Association," made and entered into for the purpose of bargaining collectively regarding employment relations matters as defined by Oregon Revised Statutes.

ARTICLE 1 - RECOGNITION

1.1 Sole and Exclusive Agent. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries-wages, hours and other conditions of employment for all regular part-time¹ and full-time employees who are members of the bargaining unit. For the purpose of this Agreement, regular employees are those occupying established positions in the classifications listed below.

The bargaining unit shall consist of the following classifications:

- A. Police Officer
- B. Police Corporal
- C. Prevention Program Office Assistant
- D. Public Safety Clerk
- E. Dispatcher
- F. Lead Dispatcher
- G. Property Specialist
- H. Crime Analyst
- I. Community Service Officer

1.2 Exclusions. It is further agreed that the following are excluded from the bargaining unit: Public Safety Director; Public Safety Supervisor (for example, Deputy Chief, Lieutenant, Sergeant); Civilian Public Safety Supervisor; confidential employees, Reserves; and irregular, seasonal or temporary employees.

1.3 New Classification. New classifications within the bargaining unit may be developed within the Public Safety Department Police Division by the City, and a wage scale assigned thereto. The City shall forward the new classifications and wage scales to the Association for their review of the wage scale. If the parties cannot agree, the Contract may be reopened on the wage scale and working conditions for the new classification only.

¹Part-time employees shall accrue vacation, sick time and holiday benefits on a pro rata basis based upon their regularly scheduled hours. They will not receive any medical benefits, and the City shall have the ability to continue its practice of scheduling their hours of work on a flexible basis depending upon the City's needs. However, all other provisions of this Agreement shall apply to them.

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

When reference is made in this Contract to the Association in some action is taken by or directed by the Association, the Association will act through delegated representatives of the Association as may be designated by the Association. All correspondence to the Association shall be addressed to Grants Pass Police Officers Association, c/o President, Grants Pass Department of Public Safety, Grants Pass, Oregon 97526, or other address as supplied in writing by the Association.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and Department Directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this Contract. This list of rights is by way of illustration and is not limited to the specified items:

- A. To determine the mission of its constituent departments, commissions and boards.
- B. To set standards and levels of services.
- C. To direct its employees.
- D. To discipline or discharge for just cause.
- E. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- F. To maintain the efficiency of governmental operations.
- G. To determine the methods, means and personnel by which government operations are to be conducted.
- H. To determine the content of job classifications.
- I. To take all necessary action to carry out its mission in emergencies; and

- J. To exercise complete control and discretion over its organization and the technology and staffing levels of performing its work.

These rights in no way abridge the right of the Association to bargain with the City over any changes in existing conditions that are mandatory subjects of bargaining or any contracting out of bargaining unit work in accord with Oregon law.

ARTICLE 3 - NON-DISCRIMINATION

In conformance with Oregon law, employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. In conformance with Oregon law, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Association because of the exercise of their rights under the labor agreement in effect between the City and the Association.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Time. The Association agrees to identify to the City in writing its representatives. The City agrees to allow time without loss of pay for its members who are designated Association representatives or shift representatives for the purpose of handling and processing grievances and collective bargaining activities. All efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing levels.

4.2 Checkoff. Any employee who is a member of the Association or who has applied for membership, shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) working days to the Association.

4.3 Fair Share. Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in an amount which shall not be more than dues to be established by the Association with notice to the City, in accord with Oregon law. This Section shall be referred to as the fair share agreement, and the City shall deduct from the first salary check of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Association within ten (10) days after the deduction is made.

4.4 Religious Objection. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Association dues, to a non-religious charity or to another charitable organization mutually agreed upon by the

employee affected and the Association. The City shall deduct from the first salary check of each such employee each month the payment to such charitable organization and shall remit the same to the charitable organization within ten (10) days after the deduction is made. The employee shall supply proof to the Association each month that this has been done.

4.5 Hold Harmless. The Association will indemnify, defend and hold the City harmless against any claim made or suits instituted against it on account of the application of these provisions.

4.6 Right of Access. The Association and/or its designated representatives shall have the right of reasonable access to the police station but will not interfere with the employee's work.

Such access may be granted by the shift supervisor after the supervisor is apprized of the visit, the probable length of time required and the person(s) to be contacted. Such access will not be discriminatorily denied by the City.

4.7 New Hires. The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Association with the new employee's name, mailing address and position for which the employee was hired.

4.8 Bulletin Boards. The City agrees to allow wall space in a mutually agreed upon location in the Parkway Public Safety Station and the main Police Station, not to exceed 3' x 4' for bulletin boards which may be locked by the Association to be used by the Association for the posting of notices and bulletins relating to the Association.

4.9 Use of Buildings. The City agrees to the reasonable use of City meeting rooms for the purpose of holding Association meetings. Such meetings may be held after reasonable notice is given to the City and must conform to the City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the City and not in conflict with any prior scheduled use of the building

ARTICLE 5 - HOURS AND OVERTIME

5.1 Workweek. The employees' workweek shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off or four (4) ten (10) hour workdays with three (3) consecutive days off (i.e. the seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later) or a 12-hour shift with rotating days off. If the City changes the employee's regularly scheduled shift, it will post the available shift starting times two (2) weeks before the shift rotation. The employees who have bid for that shift will select by seniority. It shall be permissible for employees and management to utilize any of the above schedules, or a combination thereof, in order to meet the overall staffing needs of the Department.

When shift changes occur and result in less than eighty hours being worked in a two week pay period, the time less than eighty hours shall be deducted, at an hour per hour rate, from accrued vacation or comp time. If the employee is without accrued vacation or comp time, the time, less than eighty hours, shall be without pay. Any time worked in excess of eighty hours in the two-week pay period will be paid at time and one half.

5.2 Workday. The workday shall consist of an eight (8), ten (10) hour, or twelve (12) hour day within a twenty-four (24) hour period, including rest periods, briefing and training periods and the meal period per Article 5.6 (i.e., the twenty-four (24) hour period will begin at the start of the employee's workday and end twenty-four (24) hours later). This necessarily means that any hours worked beyond eight (8) or ten (10) hours or twelve (12) depending on schedule within a twenty-four (24) hour period is payable as overtime.

5.3 Work Shift. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times. This shall apply with the following exceptions: Those employees whose special assignment requires a flexible work schedule. These will include officers assigned to Detectives, employees in Trial Service while attending-formalized training to include FTEP, School Resource Officer, sworn officer participating in the voluntary cross training program or Crime Prevention Officer or any other recognized assignment. Their WORK SHIFT will be flexible within a 40-hour week. Therefore, for the purpose of overtime, these employees shall work a 40-hour week, and overtime shall be paid after 40 hours in a seven (7) day period and not after eight (8) hours in a 24-hour period.

Employees assigned to a flexible schedule and working in excess of 12 hours, if assigned to a 12 –hour shift, or 10 hours, if assigned to a 10-hour shift, or in excess of 80-hours in a pay period, shall be compensated at the overtime rate.

5.4 Work Schedules. Employees shall select their shift by seniority. Employees shall select shifts on an annual basis for three (3) four (4) month periods. With the exception of persons assigned to a 12 hour patrol shift an employee may work in the same shift for no more than two (2) consecutive periods. Employees assigned to the Lead Dispatcher position will be required to rotate every four months, allowing for each Lead to work a different shift during the calendar year. An exception to the mandatory rotation would be the mutually agreed upon trade between two Lead Dispatchers to trade all or part of the other's next scheduled shift rotation. This trade may not exceed a period of four (4) months, at which time the Lead Dispatchers must rotate to their next regularly scheduled rotation.

Except as provided in Article 5.3, the three (3) shifts for sworn peace officers and dispatchers will be the "day shift" (starting at 7:30 a.m.), the "swing shift" (starting at 3:30 p.m.), and the "graveyard shift" (starting at 11:30 p.m.). The City may adjust starting times by one hour earlier or later than the normal starting time. If the City adjusts starting times it will post the available shift starting times two (2) weeks before the shift rotation. The employees who have bid for that shift will select starting times by seniority.

A blank schedule shall be posted November 1 for the year's shift beginning July 1 and January 1, respectively. Each employee, by seniority, shall fill in their schedule preferences. In order to accomplish the sign-up in a timely manner, each employee will have no more than 48-hours to make a selection. If an employee fails to make a selection within the allocated 48-hours, the next senior employee shall be entitled to make a selection. The senior employee who missed making a selection will then be entitled to select again. The final schedule shall be posted at least 30 days prior to its implementation.

If a vacancy occurs during the year and an employee volunteers to take the vacant schedule, that employee will fill in the vacancy for the remainder of the year. If an employee is involuntarily assigned, that employee will work the completion of the four (4) month period and will be allowed to bid for the rest of the year.

5.5 Rest Period. Each employee shall be granted a rest period of 15 minutes during each half (1/2) shift, consistent with the operating needs of the Department.

5.6 Meal Period. All police officers and community service officers working patrol, dispatchers, property specialists and sworn personnel assigned to Detectives shall be granted a paid meal period during each work shift. All other personnel shall be granted an unpaid meal period. To the extent consistent with operating requirements of the Department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The paid meal period shall be 30 minutes and shall be considered duty time.

With prior approval from their supervisor, employees assigned to a 12-hour work shift may combine a 15 minute break with a 30 minute meal period. The meal period may be interrupted by emergency calls. If an employee is called out during a meal period due to an emergency, then the employee shall not be entitled to extra compensation for that.

5.7 Overtime. Employees shall be compensated at the rate of one and one-half (1and1/2) times their regular rate¹ for over time under the following conditions:

- A. All work in excess of eight (8) hours in any scheduled workday, except as noted in Article 5.3.
- B. All work in excess of 40 hours in any one (1) workweek, except as noted in Article 5.3.
- C. All work outside the employee's regularly scheduled workweek as defined in 5.1 Work Schedule.

¹The regular rate is that rate which complies with FLSA.

In the event that an employee elects to be compensated overtime in compensatory time, such time shall be applied at one and one-half (1and1/2) times the greater of the actual time worked or at the minimum number of hours required under 5.8 Callback.

5.8 Callback. Employees called back to work shall receive overtime pay for the work which they were called back, and if called back, shall be credited with not less than three (3) hours at the overtime rate.

This section applies only when callback results in hours worked which are not annexed consecutively at the end of the shift. Callback shall not apply to hours worked which are annexed at the beginning of the shift. Callback shall not apply to - overtime scheduled in accordance with 5.1 Work Schedule when such overtime is annexed at the beginning of the work shift; nor holdover time annexed at the end of the work shift. If at the end of his workday (shift) the employee had departed the City's premises for more than 30 minutes before being called back, the same shall not be considered as holdover time, but shall be considered as callback.

Employees scheduled for court time on their scheduled days off shall be compensated for not less than three (3) hours at the overtime rate, unless short notice of court time is given. Short notice is defined as 24 hours or less. If short notice is given, the employee will be compensated for four (4) hours at the overtime rate. (Short notice does not include grand jury.)

Scheduled day off as used in this article includes regular days off, approved vacation days (regardless of bank utilized) and mutually agreed upon flex days. Employees called back during vacation will be paid for not less than three (3) hours at the overtime rate and vacation 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.

In no event shall any member be compensated twice for the same hours.

5.9 Distribution of Overtime. The Public Safety Director will maintain a procedure for distributing overtime among the employees in as equitable a manner as possible. In distributing overtime, such things as special qualifications and desires of the employee(s) shall be considered.

5.10 Form of Compensation. Overtime/Callback shall be paid at time and one-half (1 ½). Employees may earn up to a total of 120 hours of such compensatory time, accumulations over 120 hours must be paid off at the end of each month. Compensatory time off may be taken upon the request of the employee if the supervisor agrees based upon the operating needs of the Department. However, during the month of November, up to 60 hours of compensatory time will be paid off at the employee's straight time rate at the employee's request. This compensatory pay off will be granted so long as the employee makes the request prior to November 1.

5.11 Training and Mandatory Time. It is the intent of the City that all department employees receive adequate and appropriate training. To this end, notice of training classes shall be posted and all employees will be given the opportunity to apply for appropriate training classes, workshops, and seminars.

Any training time or mandatory classes, seminars, or other time required by the City such as physical tests, firearms, shoots, etc., outside an employee's regular schedule shall be compensated as overtime. If out-of-town travel is involved, the City shall compensate the employee for all expenses related to the training being received, including the current IRS rate if the employee's personal vehicle is driven.

5.12 Work Schedule. The Grants Pass Police Association and the City of Grants Pass may, through a memo of understanding, implement any mutually agreed upon work schedule for the purposes of functional evaluation and potential adoption by both parties.

ARTICLE 6 - HOLIDAYS

6.1 Designation. In lieu of holidays, an employee shall be assigned 12 holidays on July 1. The employee may elect to use these holidays at a time mutually agreeable to the Department Director or their designee and the employee. If an employee leaves the City service during the year, the employee shall repay the City for holiday compensation if the employee has used more than eight (8) hours for each calendar month of employment.

Employees requesting a day off on a recognized City holiday, as defined in the Personnel Rules, Regulations & Policies, 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 the Detective Section shall 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 on-call detective elects to work the holiday, the on-call detective may work half the day and take the remainder of the day off without any deduction from their compensatory time. If the on-call detective 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 credits remaining on June 30 of each year 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 cap is not exceeded.

6.2 Scheduling. Holidays shall be scheduled on a first come first served basis at a time mutually agreed upon by employee and the Department Director. When conflicts occur, seniority shall prevail so long as the senior employee schedules that day off 30 days

prior to the actual date. Holidays scheduled during the 30 day period shall be on a first come first served basis as described in 6.1 and shall not be subject to seniority. Only regular employees shall have seniority.

ARTICLE 7 - VACATIONS

7.1 Rate of Accrual. A regular employee shall be eligible for annual vacation time with pay on his anniversary date in accordance with the following:

<u>Completed Service</u>	<u>Hours of Accrual for Each 80 Pay Hours</u>	<u>Days</u>	<u>Annual Accrual</u>
6 through 36 months	3.08	10	80
37 through 60 months	3.85	12.5	100
61 through 84 months	4.62	15	120
85 through 120 months	5.39	17.5	140
121 months or more	6.16	20	160

After 20 years of continuous service, a one-time bonus of 40 hours shall be credited to the employee.

7.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employees. Except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff.

7.3 Accrual Limitations. Employees may accrue up to a maximum of 200 hours of vacation leave or twice their annual accrual, whichever is greater. Such vacation shall be deemed forfeited if not taken unless mutually agreed in writing in advance. An employee who was about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee 30 days in advance of impending loss of accrued vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

7.4 Scheduling. Vacation times shall be scheduled by the City based on the Director of the Department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Employees shall be permitted to request vacation on either a

split or an entire basis.

Vacation times shall be selected on the basis of seniority within each shift, provided, however, such employee will be permitted to exercise his right to seniority only to one portion of a split vacation. The vacation schedule shall be posted annually as of November 1 and employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 15th and subsequent changes or selection shall be made only by mutual consent of the parties.

Employees will have the opportunity to select a two (2) week primary vacation. Once primary selection has been completed, employees with at least two (2) years of service will have the opportunity to select up to one (1) week of secondary vacation. The secondary vacation may not begin or end within two (2) weeks of the primary vacation.

For vacation scheduling purposes, full time dispatchers will have priority and will schedule their time off requests by seniority, with each individual granted a maximum of four (4) days (by seniority) to select or forfeit their selection right, and then part-time dispatchers will by seniority schedule their time off requests.

For the purposes of this Article, police officers and corporals shall be considered to be the same classification.

For the purpose of this Article, police officers assigned to Detectives shall be considered one classification.

For the purposes of this Article, dispatchers and lead dispatchers shall be considered to be the same classification.

For the purposes of this Article, community service officers shall be considered one classification.

For the purposes of this article, public safety clerks assigned to Records shall be considered one classification.

Newly hired employees shall be able to take vacation twelve (12) months after they are hired subject to the reasonable operating needs of the department.

7.5 Payment on Termination. In the event of death or termination of an employee during the initial 12 months of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the current rate. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

7.6 Time Off Request. If an employee, within a six (6) month period, requests time off whether it is holiday time, compensatory time, or vacation, the Department has an obligation to make a good faith response to the employee's time off request within one (1) week of when the request is made. The employer will not automatically deny these requests in an effort to avoid responding to them in a timely fashion.

7.7 Concurrent Leave. If an employee takes a qualified state or federal family leave, the employee has the option to use their accrued vacation and it may be counted against the employee's family leave entitlement.

ARTICLE 8 - SICK LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of eight (8) hours per month for regular employees (3.69 hours bi-weekly).

8.2 Utilization.

A. 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.

B. Illness in Family. Employees may utilize their allowance of sick leave when, within their immediate family, there is illness or injury as described in subsection (A) of 8.2. For the purpose of this section, immediate family will include: spouse, children, father, mother, mother-in-law, father-in-law, stepchildren, (all in the household).

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

D. Physician's Statement. In the event that an employee is off more than three (3) workdays, 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. The cost of the physician's statement shall be the responsibility of the employee unless the illness or injury resulted from the performance of duty.

In the event that an employee is off for more than three (3) days, prior to

returning to work, 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 cost of the physician's statement shall be the responsibility of the employee unless the illness or injury resulted from the performance of duty.

The physician's statement shall be submitted on a form provided by the City. The form shall be submitted to the employee's supervisor prior to returning to work. To the extent the employee's physician provides written statement refusing to sign release, the City agrees to pay for examination by physician of City's choice.

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 employee or the City desires an examination by a physician to confirm the employee's condition, the employee will be examined within a reasonable time by a physician chosen by the City and paid for by the City. 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 8.2(E) and 8.3. Nothing herein prevents the employee, at the employee's expense, from challenging that physician's determination.

E. Termination for Medical Reasons. An employee who exhausts sick leave and all other paid leave, and who because of illness or injury is unable to perform the essential functions of the job and is unable to return to work, shall be terminated for medical reasons.

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

8.4 Integration with Workers' Compensation. When an injury occurs in the course of employment, the City's obligation to pay under the sick leave Article, is limited to the difference between any payment received under Workers' Compensation laws and the employee's regular pay minus State and Federal deduction. In such instances, no charges will be made against accrued sick leave for one hundred twenty (120) calendar days. After 120 days prorated charges will be made against accrued sick leave as described above.

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

Two and one-half percent (2 ½ %) x (times) each full year of employee's continuous years of service x (times) the employee's sick leave accumulation.

8.6 Abuse. Abuse of sick leave is grounds for disciplinary action.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Extended Leave of Absence.

A. Criteria and Procedure. The City will consider a written application for a leave of absence without pay not to exceed six months if the City finds there a reasonable justification to grant sick leave and that the work of the Department will not be seriously handicapped by the temporary absence of the employee. The employee will apply for a three-month leave of absence without pay, that cannot be revoked by the City once approval is given. Within the first three-month period, the employee may apply for an additional 3 months. Once approval is given for the second three months, the City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

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

Requests for leaves of absence under this Section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, and signature lines for the City. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates and length of absence.

9.2 Required Court Appearances. 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 his 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 headquarters. Employees shall be required to seek all fees due for such duty and turn said fees over to the City.

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

9.4 Military Leave. Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

9.5 Parental and Family Leave. Family leave may be taken pursuant to applicable state and federal law. Generally these laws provide for the employee's own serious health condition, for the serious health condition of specified family members and a same-sex domestic partner, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition. While out on such leave, an employee must utilize accumulated sick leave, compensatory time and holiday time in any order. Lastly they may use accrued vacation leave. While on OMLA/FMLA leave for six (6) continuous weeks or more, an employee may elect to retain 40 hours of accrued sick leave and 40 hours of accrued vacation leave; however their utilization of accumulated paid time off must still follow the order set forth earlier in this paragraph.

After using all paid time as outlined in the above paragraph, the employee may take leave without pay unless state or federal law requires otherwise and the employee requests otherwise in writing. Except as provide by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave shall be available for a female employee who needs pregnancy disability leave, and, if the employee (male or female) utilized a full 12-weeks of family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care, but does not have a serious health condition. The employee may also utilize sick leave in accordance with Article VIII before or after taking other paid time and otherwise with the City's approval which may be granted on a case by case, non-precedent setting basis, with such time not accrued as a portion of the twelve week limit for family leave.

Except where otherwise required by law, all leaves including sick leave, vacation

leave, holiday and compensatory leave, state and federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 10 - COMPENSATION

10.1 Salary Schedule. Employees shall be compensated for hours worked in accordance with the salary schedules attached to this Agreement and marked Exhibit A, which are hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the City, the City shall designate a job classification and establish a pay rate (see 1.3). Exhibit "B" of this Agreement establishes the eligibility for step increases.

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

10.3 Conversion Formula. Conversion formula for hourly rates of pay shall be determined by utilization of 2080 per year.

10.4 Working out of Classification (Step-Up-Pay). When regular employees work out of classification for four (4) hours or more, that employee shall receive the rate of the assigned position as if the employee were promoted to that position but in no case shall an employee receive less than five percent (5%) increase.

Consistent with past practice, employees shall be assigned on a rotating basis to work in an acting capacity position when the supervisor is not present so long as qualified as reasonably determined by the City.

In the event an "Interim" appointment is necessary this will be designated by Personnel Action Form (PAF) where the length of time the employee will function in the "Interim" position will be specified, to include a general description of the employee's duties, responsibilities and compensation level while serving in an "Interim" capacity.

10.5 Detective Pay. Employees assigned as detectives shall receive compensation equal to that received by Corporals. Upon initial assignment employees will be eligible for reimbursement of up to \$750 to purchase department approved clothing. On July 1 thereafter, assigned employees will be eligible for reimbursement of up to \$500.

10.6 Certification/Incentive Program. In addition to their base salary, all classifications covered under this contract may receive supplementary pay for achieving certain levels of certification, education, and training. Certification/incentive pay will be effective the first of the pay period following receipt of satisfactory verification. It is the employee's responsibility to provide the Public Safety Director or designee in writing 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 supplementary pay schedules are as follows:

A. Certification for Sworn Officers

Intermediate Level DPSST. Upon receipt of an Intermediate DPSST Certificate, the employee shall receive certificate pay in the amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

Advanced Level DPSST. Upon receipt of an Advanced DPSST Certificate, the employee shall receive certificate pay in an additional two and one-quarter percent (2.25%) of the employee's regular pay per month.

(This is accumulative with the Intermediate Level DPSST Certification money.)

A. (1). Certification for Dispatchers

Intermediate Level DPSST. Upon receipt of an intermediate DPSST Certificate, the employee shall receive certificate pay in the amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

Advanced Level DPSST. Upon receipt of an Advanced DPSST Certificate, the employee shall receive certificate pay in an additional amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

(This is accumulative with the Intermediate Level DPSST Certification money.)

B. Education

Associate Degree. Upon receipt of an Associate Degree or its equivalent, from an accredited institution an employee shall receive education premium pay in the amount of two percent (2%) of the employee's regular pay per month.

Bachelor's Degree. Upon receipt of a Bachelor's Degree or its equivalent, from an accredited institution an employee shall receive education pay of four percent (4%) of the employee's regular pay per month.

C. Training Certification Pay. On an annual basis, employees will be given an opportunity to be certified by a recognized authority selected by the City for successful performance of the activities. Upon certification, the incentive pay will remain in effect for one year, or until the training opportunity is offered again. If the employee fails to perform satisfactorily upon receiving training, the incentive will be withdrawn until the employee is successful. Should the employee miss the testing opportunity due to no fault of the employee, the City shall not take away the employee's certification pay until the employee is given an opportunity for testing.

TRAINING COMPONENTS FOR POLICE OFFICERS AND CORPORALS

EMT. Upon receipt of the EMT certificate, the employee shall receive certificate pay in an amount of one and three-quarters percent (1.75%) of the employee's regular pay per month. (EMT must be Oregon Certified with a physician advisor).

TRAINING COMPONENTS FOR ALL CLASSES

Second Language. Fluency in a second language, including signing is one and one quarter percent (1.25%) of the employee's regular pay a month.

D. Department Trainers Incentive. In cases where DPSST training is required for sworn peace officers or dispatch personnel, a trainer meeting all requirements of department policy may be selected to perform the duties of Field Training Officer (FTO) or Communications Training Officer (CTO). Trainers shall be paid a premium when assigned as a trainer and working with an Employee in Training. The incentive for each position is the equivalent of two and one quarter percent (2.25%) of the employee's regular pay.

All payment of incentive shall be pro-rated to the actual hours when assigned employees in training are working with the designated trainer.

10.7 Cleaning Allowance. The City will provide cleaning service for employees to be used on an as needed basis.

10.8 Physical Fitness. The City will administer a mandatory fitness test in Exhibit "D" on an annual basis. Employees failing to take or pass the test will be given ninety (90) days to meet the standards and be retested. If an employee fails the second time an additional 90 days will be given to meet the standards and be retested. The employee will be tested a third time, and if the test is failed, the City will have cause for discharge. An employee who successfully passes the test on the second and or third attempt can have no more that 5 (five) failures in 3 (three) calendar years. Attempting the test and not passing it or failing to participate in a scheduled test will each be counted as failures. Five failures will result in the City having cause for discharge.

10.9. Boot Reimbursement. The City shall reimburse each police officer assigned to patrol and each community service officer up to \$200 every three (3) years for the purchase of department approved boots, provided that police officers assigned to detectives will be eligible for such reimbursement every five (5) years.

ARTICLE 11 - INSURANCE

11.1 Insurance Maintenance. The City agrees to provide a comprehensive health and welfare plan to all eligible bargaining unit employees. Bargaining unit employees will pay 7.5% of the total monthly premium for the plan. In addition the City and bargaining unit employees agree to split 50/50 any premium increase above 10%. City and unit agree to work cooperatively in a City wide insurance committee to continue to explore insurance packages in order to offer alternate potential insurance coverage at differing levels that may be selected by individual members of the unit. At least one alternative offered shall be reasonably similar to the current coverage, if available in Southern Oregon.

All employees hired after January 1, 2001 will be eligible for 50% City paid medical and prescription benefits for six months only following retirement.

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

B. The City shall provide life insurance in an amount of the employee's annual salary.

11.2 Continuation of Benefits for Permanently Disabled Employees. Any employee permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by the City for those in the employee classification until the employee reaches age 65.

The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches 65.

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, be paid by the City for the period of total and permanent disability commencing after such determination, but not to exceed two (2) years. Upon conclusion of such disability or the two (2) year period, whichever comes first, the employee and/or covered dependents may convert to whatever plan is being offered as a conversion policy by the City's insurance carrier.

11.3 Public Employees Retirement System. The City shall continue to participate in the State's Public Employee Retirement System or its successor. Effective July 1, 2007, the City is responsible for the employee's 6% contribution on behalf of the employee in addition to the employer's portion.

11.4 Workers' Compensation. Each employee will be insured under the provisions of the Oregon State Workers' Compensation Act.

11.5 Uninsured/Under insured Motorists Coverage. The City will, either through self-insurance or purchase policies, provide the benefit of uninsured and under insured motorist coverage for all bargaining unit members at a minimum of \$25,000. This benefit does not apply to off-duty activity.

ARTICLE 12 - SENIORITY

12.1 Definition. Seniority shall be achieved following completion of the respective trial service period of eighteen (18) or twelve (12) months and shall thereafter be established as the employee's length of continuous service in the bargaining unit. In the event two (2) or more employees are hired in the same job classification on the same date, the date of tentative hire offer shall determine their seniority. Separate seniority lists will be maintained for "sworn" and "non-sworn" personnel. Seniority shall be broken or terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice as provided in Article 13, 13.2.
- D. Is laid off from work for any reason for 18 months.
- E. Fails to report to work at the termination of a leave of absence.
- F. While on leave of absence accepts employment without permission.
- G. Is retired.

Seniority shall apply by classification in the matter of layoff, recall, shift selection and days off.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a trial period of twelve (12) full months, except for police officers and dispatchers who shall normally serve a trial period of eighteen (18) full months.

Newly hired police officers who meet the Department of Public Safety Standards and Training (DPSST) criteria for attending the two week Career Officer Development Course, and satisfactorily complete the course and who have at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, shall serve a trial service period of twelve (12) months.

Newly hired dispatchers who have at least 24 months of satisfactory police, fire, or emergency medical dispatching experience, shall serve a trial service period

of twelve (12) months.

DPSST has designed the Career Office Development Course for previously certified officers who have been out of law enforcement for a period of time or have completed their basic training in another state. The Association recognizes the right of the City to terminate trial employees for any reason, with or without cause, and any such termination shall not constitute a violation of this Contract, except in cases of discrimination as defined by this Agreement. New employees may be scheduled by the City, pursuant to Article 5, "hours and Overtime," without overtime penalties.

12.3 Seniority List. Exhibit "C" is a listing of all current employees within the bargaining unit and their respective seniority order and date of hire. The City shall provide the Association with copies of a seniority list on January 1 of each year.

12.4 Seniority for Promoted Employees. Employees who promote to a Public Safety position out of the bargaining unit shall have the opportunity to resign and return to their previously held position within the six-month trial service period. City shall not fill the promoted employee's position for the six-month period and shall allow the employee to return. Return to the bargaining unit shall be without loss of seniority, with the exception of time served in the promoted position. If the employee had completed trial service before the transfer, the employee may return to their former classification.

Employees who transfer within the bargaining unit to another classification shall serve a trial service period in the same manner as a new employee as required by the position to which they transferred.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall. Layoff shall be in reverse order of seniority in job classification. Employees not qualified to perform necessary job requirements may be laid off or recalled out of seniority. If employees volunteer to obtain certification in another field; and, the Employer chooses to acknowledge such certification through the use of an incentive program, then such training, certification and associated incentive shall not alter the contract provision calling for layoff and recall by seniority.

Employees certified in multiple fields shall not be deemed to have any preference for layoff and recall. Employees who have previously held a previous classification with the City may bump back down to that classification in the event of layoff, provided that they have more seniority than an employee in the other classification. In such case, the burden of proof that the employee is not qualified to perform the job is with the Employer. Recall of laid off employees shall be the reverse of the layoff procedure. For the purpose of this section, determination of whether or not a senior employee is qualified will be determined by whether or not that employee possessed the demonstrated skill, ability, physical fitness, and experience necessary to perform the work

For the purposes of this Article, police officers and corporals shall be considered to be the same classification.

For the purpose of this Article, dispatchers and lead dispatchers shall be considered to be the same classification.

13.2 Notice of Recall from Layoff Status. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have 14 days to return to work from the date of receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Just Cause. No employee shall be disciplined or discharged except for just cause.² Oral discussions are not considered to be discipline, shall not be subject to the grievance procedure, and shall not be included in the employee's personnel file.

14.2 Due Process. In the event the City believes an employee may be subject to suspension without pay, demotion or other monetary penalty or discharge, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject the employee to discipline.
- B. The employee shall be notified of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- D. At the request of the employee, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.

14.3 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.

²Trial employees are not subject to the "just cause" provision provided herein. Article 16 - Trial Period shall prevail in disciplinary situations.

- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee has engaged in the misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record, that has been documented, shall be considered, if appropriate, based on the severity of the act.

14.4 Assignment During an Investigation. Employees placed on Administrative Leave will not be required to remain in home provided the employee shall be able to respond to their work station within one hour.

ARTICLE 15 - USE OF ALCOHOL AND DRUGS

15.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy is applicable to bargaining unit employees along with the following employee rights provisions. If the city intends to change its Substance Abuse Policy, it shall notify the Association of its proposed changes, and shall be available to meet and confer with the Association for a period not to exceed 30 days regarding those changes.

The employee shall have the right to have an Association representative present during testing procedures. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample. Nothing herein shall restrict the employee's right to representation under general law.

If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City.

Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

If the results of the test are negative, the employee shall have the right to grieve in accordance with Article 16. However, if the results of the test(s) are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 16 - SETTLEMENT OF DISPUTES

16.1 Grievance and Arbitration Procedure. The City and the Association agree that any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The affected employee and/or the Association shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days after the grievant becomes aware of its occurrence. The immediate shift supervisor shall then attempt to adjust the matter or give an answer within ten (10) calendar days. The Association has the right to be present at all steps of the grievance procedure.

Step 2. If the grievance has not been settled between the grievant and the immediate shift supervisor, it may be presented in writing by the employee and/or the Association to the Department Director within ten (10) calendar days after the response specified in Step I is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Department Director shall respond to the employee and/or the Association in writing within ten (10) calendar days after receipt thereof.

Step 3. If the grievance still remains unadjusted to the grievant's satisfaction, it may be presented by the employee and/or the Association to the City Manager, within seven (7) calendar days after the response specified in Step II is due. The City Manager shall respond in writing to the employee and/or the Association within seven (7) calendar days after the receipt thereof.

Step 4. If the grievance is still unsettled, the Association may within ten (10) calendar days of the decision of the City Manager or his designee(s) under Step 3 have the right to have the matter arbitrated by a third party jointly agreed upon by the City and Association. If the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven (7) arbitrators who reside or maintain offices in Oregon or Washington. The parties shall decide by the flip of a coin who shall strike first. The designated arbitrator shall hear both parties as soon as possible on the dispute matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to the arbitrator. The decision shall be based solely upon the arbitrator's interpretation of the meaning of the Agreement and shall be final and binding on all parties. Expenses for the arbitrator shall be borne by the losing party who shall be designated by the arbitrator; however, each party shall be responsible for compensating its own

representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

16.2 Time Limitation for Filing. The parties to this Agreement shall be bound by the time limits contained in this 16.1, above. If either party fails to comply with or follow the time limits, the following shall result:³

- A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.

ARTICLE 17 - STRIKES AND LOCKOUTS

17.1 No Lockouts. There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

17.2 No Strikes. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing other than informational picketing, or any other restriction of work, at any location in the City during the term of this Contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article and shall not preclude or restrict recourse to any other remedies which may be available to the City.

17.3 Return to Work. In the event of a strike, work stoppage, slowdown, picketing, other than informational picketing, observance of a picket line, other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligation set forth in 17.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of this Agreement.

³The grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified.

ARTICLE 18 - PERSONNEL FILE

18.1 Maintenance. The City Manager or designee shall maintain the personnel file.

18.2 Notice of File Contents. Each employee shall read and sign all written material that is placed in the employee's personnel file following his date of hire. This will include disciplinary action, merit or job evaluations, and letters of commendation. Signing will not necessarily indicate agreements with the contents of the item signed. It is agreed that selection materials used for hiring or promotion are exempt from this Section.

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

18.4 Copies. Employees shall have the right, upon request, to review and obtain, at their own expense, copies of the contents of their personnel file exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

18.5 Purging. Upon employee's written request the following schedule will be followed to purge documentation. Documentation of a verbal warning or a written warning shall be removed from the employee's personnel file after 18 months if no similar conduct has occurred within that time. Any suspensions without pay shall be removed from the employee's personnel file after 36 months if no similar conduct has occurred within that time. Documentation of discipline for civil rights related misconduct (e.g. protected class harassment, excessive use of force) shall be removed from the personnel file as indicated above except such documentation shall be retained by the City in a separate file for use in connection with discipline for civil rights related misconduct.

ARTICLE 19 - MILEAGE AND PER DIEM

19.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, court appearances and legislative hearings, requiring the use of his personal automobile for transportation to such location shall be compensated for the mileage at the current IRS rate. In no event shall the rate of compensation be less than is being paid per City policy on the effective date of this Agreement.

19.2 Per Diem. When an employee's duties require him to travel outside the City, the City agrees to pay the employee reasonable costs for food and lodging.

19.3 Other Transportation. When an employee is required or authorized to use public transportation other than his private vehicle such as air, train, bus and taxi, the actual expenses including taxes and other charges shall be advanced the

employee, if possible, and if not advanced, shall be reimbursed to the employee upon presentation of receipts to the City.

19.4 Travel to Police Academy. In conjunction with attending all mandatory training at the DPSST Academy in Salem, OR, the Department will reimburse for mileage at the I.R.S. rate one round trip for every two weeks of extended stay required at the academy, or one round trip for one week of training, to include two (2) meals per round trip in accordance with the City travel policy.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Safety. The City is committed to adequate levels of safety within the Police Division and will comply with all applicable safety regulations.

20.2 Uniform, Clothing and Equipment. Uniforms and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing, uniforms or safety wear provided by the City save and except on the job. Employees shall maintain uniforms and equipment supplied by the City.

20.3 Other Employment. Outside employment shall be permitted only with the express prior approval of the City. To deny outside employment, the City must find that it violates one of the following criteria:

- A. That such employment is in conflict with the interest of City employment;
- B. That such employment detracts from the efficiency of City work;
- C. That such employment is a discredit to the City employment; or
- D. That such employment takes preference over the requirements of City employment.

20.4 Shift Trading & Trading of Days Off. Shift trades and trading of days off between employees shall be permitted with approval by the affected supervisors. Such approval shall not be unreasonably withheld. The City shall suffer no liability for overtime as a result of such trades.

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

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

20.7 Personal Appearance. The personal appearance of employees shall be in compliance with department policy while on duty or representing GPDPS during an officially sanctioned event.

20.8 Definition of Emergency. Emergencies are unforeseen circumstances for which the City is not directly responsible and beyond the control of the City; and those, circumstances must materially impair operations, and they must be for a limited time period.

20.9 Residency. The residency requirement for the positions of police officer and police corporal will be forty-five (45) minutes from City limits as it exists within the Urban Growth Boundary (UGB). Officers assigned to detectives or K-9 must live within thirty (30) minutes of the City limits in order to take home an assigned vehicle, except for when assigned standby duties.

ARTICLE 21 - FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request or voter approval thereof.

ARTICLE 22 - SAVINGS CLAUSE

The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and except as amended or modified, shall remain in full force and effect until December 31, 2018.

This Agreement shall be automatically renewed from year to year thereafter unless either the Association or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by May 1, 2018.

During the time the contract is in negotiations, it will remain in full force and effect.

ARTICLE 24 - EXECUTION/SIGNATURES

Executed this ____ day of _____ 2017, at Grants Pass, Oregon, by the undersigned officers by the authority of and on behalf of the City of Grants Pass, Oregon, and the Grants Pass Police Association.

GRANTS PASS POLICE ASSOCIATION

CITY OF GRANTS PASS, OREGON

Heather Yerrick, President

Aaron K. Cubic, City Manager

EXHIBIT A-1

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2016
 1% COLA all positions + 2% for Clerk, CSO, Dispatcher, & Lead Dispatcher

DESCRIPTION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY
PREVENTION PROGRAM OFFICE ASSISTANT					
	1	\$16.8454	\$1,347.63	\$2,919.87	\$35,038.38
	2	\$17.6876	\$1,415.01	\$3,065.86	\$36,790.26
	3	\$18.5720	\$1,485.76	\$3,219.15	\$38,629.76
	4	\$19.5006	\$1,560.05	\$3,380.11	\$40,561.30
	5	\$20.4756	\$1,638.05	\$3,549.11	\$42,589.30
	6	\$21.4995	\$1,719.96	\$3,726.58	\$44,718.96
CLERK					
	1	\$17.9214	\$1,433.71	\$3,106.37	\$37,276.46
	2	\$18.8175	\$1,505.40	\$3,261.70	\$39,140.40
	3	\$19.7584	\$1,580.67	\$3,424.79	\$41,097.42
	4	\$20.7463	\$1,659.70	\$3,596.02	\$43,152.20
	5	\$21.7836	\$1,742.69	\$3,775.83	\$45,309.94
	6	\$22.8728	\$1,829.82	\$3,964.61	\$47,575.32
COMMUNITY SERVICE OFFICER					
	1	\$18.5187	\$1,481.50	\$3,209.92	\$38,519.00
	2	\$19.4446	\$1,555.57	\$3,370.40	\$40,444.82
	3	\$20.4169	\$1,633.35	\$3,538.93	\$42,467.10
	4	\$21.4377	\$1,715.02	\$3,715.88	\$44,590.52
	5	\$22.5096	\$1,800.77	\$3,901.67	\$46,820.02
	6	\$23.6351	\$1,890.81	\$4,096.76	\$49,161.06
PROPERTY SPECIALIST					
	1	\$19.4550	\$1,556.40	\$3,372.20	\$40,466.40
	2	\$20.4278	\$1,634.22	\$3,540.81	\$42,489.72
	3	\$21.4492	\$1,715.94	\$3,717.87	\$44,614.44
	4	\$22.5216	\$1,801.73	\$3,903.75	\$46,844.98
	5	\$23.6476	\$1,891.81	\$4,098.92	\$49,187.06
	6	\$24.8300	\$1,986.40	\$4,303.87	\$51,646.40
CRIME ANALYST					
	1	\$24.4569	\$1,956.55	\$4,239.19	\$50,870.30
	2	\$25.6799	\$2,054.39	\$4,451.18	\$53,414.14
	3	\$26.9638	\$2,157.10	\$4,673.72	\$56,084.60
	4	\$28.3120	\$2,264.96	\$4,907.41	\$58,888.96
	5	\$29.7276	\$2,378.21	\$5,152.79	\$61,833.46
	6	\$31.2139	\$2,497.11	\$5,410.41	\$64,924.86

DISPATCHER					
	1	\$20.6552	\$1,652.42	\$3,580.24	\$42,962.92
	2	\$21.6880	\$1,735.04	\$3,759.25	\$45,111.04
	3	\$22.7724	\$1,821.79	\$3,947.21	\$47,366.54
	4	\$23.9110	\$1,912.88	\$4,144.57	\$49,734.88
	5	\$25.1066	\$2,008.53	\$4,351.82	\$52,221.78
	6	\$26.3619	\$2,108.95	\$4,569.39	\$54,832.70
	7	\$28.2568	\$2,260.54	\$4,897.85	\$58,774.14
LEAD DISPATCHER					
	1	\$21.6881	\$1,735.05	\$3,759.28	\$45,111.30
	2	\$22.7725	\$1,821.80	\$3,947.23	\$47,366.80
	3	\$23.9110	\$1,912.88	\$4,144.57	\$49,734.88
	4	\$25.1067	\$2,008.54	\$4,351.84	\$52,222.04
	5	\$26.3619	\$2,108.95	\$4,569.39	\$54,832.70
	6	\$27.6800	\$2,214.40	\$4,797.87	\$57,574.40
	7	\$29.6409	\$2,371.27	\$5,137.76	\$61,653.07
POLICE OFFICER					
	1	\$25.8009	\$2,064.07	\$4,472.15	\$53,665.82
	2	\$27.0909	\$2,167.27	\$4,695.75	\$56,349.02
	3	\$28.4454	\$2,275.63	\$4,930.53	\$59,166.38
	4	\$29.8677	\$2,389.42	\$5,177.08	\$62,124.92
	5	\$31.3611	\$2,508.89	\$5,435.93	\$65,231.14
	6	\$32.9292	\$2,634.34	\$5,707.74	\$68,492.84
	7	\$35.1526	\$2,812.21	\$6,093.12	\$73,117.41
POLICE CORPORAL / OFFICER ASSIGNED TO DETECTIVES					
	1	\$27.1776	\$2,174.21	\$4,710.79	\$56,529.46
	2	\$28.5365	\$2,282.92	\$4,946.33	\$59,355.92
	3	\$29.9634	\$2,397.07	\$5,193.65	\$62,323.82
	4	\$31.4615	\$2,516.92	\$5,453.33	\$65,439.92
	5	\$33.0346	\$2,642.77	\$5,726.00	\$68,712.02
	6	\$34.6863	\$2,774.90	\$6,012.28	\$72,147.40
	7	\$36.9975	\$2,959.80	\$6,412.90	\$76,954.80

EXHIBIT A-2

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2017

1.5% COLA all positions + 2% (3.5% total) for Clerk, CSO, Dispatcher, & Lead Dispatcher

DESCRIPTION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY
PREVENTION PROGRAM OFFICE ASSISTANT					
	1	\$17.0981	\$1,367.85	\$2,963.68	\$35,564.10
	2	\$17.9529	\$1,436.23	\$3,111.83	\$37,341.98
	3	\$18.8506	\$1,508.05	\$3,267.44	\$39,209.30
	4	\$19.7931	\$1,583.45	\$3,430.81	\$41,169.70
	5	\$20.7827	\$1,662.62	\$3,602.34	\$43,228.12
	6	\$21.8220	\$1,745.76	\$3,782.48	\$45,389.76
CLERK					
	1	\$18.5486	\$1,483.89	\$3,215.10	\$38,581.14
	2	\$19.4761	\$1,558.09	\$3,375.86	\$40,510.34
	3	\$20.4499	\$1,635.99	\$3,544.65	\$42,535.74
	4	\$21.4724	\$1,717.79	\$3,721.88	\$44,662.54
	5	\$22.5460	\$1,803.68	\$3,907.97	\$46,895.68
	6	\$23.6733	\$1,893.86	\$4,103.36	\$49,240.36
COMMUNITY SERVICE OFFICER					
	1	\$19.1669	\$1,533.35	\$3,322.26	\$39,867.10
	2	\$20.1252	\$1,610.02	\$3,488.38	\$41,860.52
	3	\$21.1315	\$1,690.52	\$3,662.79	\$43,953.52
	4	\$22.1880	\$1,775.04	\$3,845.92	\$46,151.04
	5	\$23.2974	\$1,863.79	\$4,038.21	\$48,458.54
	6	\$24.4623	\$1,956.98	\$4,240.12	\$50,881.48
PROPERTY SPECIALIST					
	1	\$19.7468	\$1,579.74	\$3,422.77	\$41,073.24
	2	\$20.7342	\$1,658.74	\$3,593.94	\$43,127.24
	3	\$21.7709	\$1,741.67	\$3,773.62	\$45,283.42
	4	\$22.8594	\$1,828.75	\$3,962.29	\$47,547.50
	5	\$24.0023	\$1,920.18	\$4,160.39	\$49,924.68
	6	\$25.2025	\$2,016.20	\$4,368.43	\$52,421.20
CRIME ANALYST					
	1	\$24.8238	\$1,985.90	\$4,302.78	\$51,633.40
	2	\$26.0651	\$2,085.21	\$4,517.96	\$54,215.46
	3	\$27.3683	\$2,189.46	\$4,743.83	\$56,925.96
	4	\$28.7367	\$2,298.94	\$4,981.04	\$59,772.44
	5	\$30.1735	\$2,413.88	\$5,230.07	\$62,760.88
	6	\$31.6821	\$2,534.57	\$5,491.57	\$65,898.82

DISPATCHER

1	\$21.3781	\$1,710.25	\$3,705.54	\$44,466.50
2	\$22.4471	\$1,795.77	\$3,890.84	\$46,690.02
3	\$23.5694	\$1,885.55	\$4,085.36	\$49,024.30
4	\$24.7479	\$1,979.83	\$4,289.63	\$51,475.58
5	\$25.9853	\$2,078.82	\$4,504.11	\$54,049.32
6	\$27.2846	\$2,182.77	\$4,729.34	\$56,752.02
7	\$29.2255	\$2,338.04	\$5,065.75	\$60,789.04

LEAD DISPATCHER

1	\$22.4472	\$1,795.78	\$3,890.86	\$46,690.28
2	\$23.5695	\$1,885.56	\$4,085.38	\$49,024.56
3	\$24.7479	\$1,979.83	\$4,289.63	\$51,475.58
4	\$25.9854	\$2,078.83	\$4,504.13	\$54,049.58
5	\$27.2846	\$2,182.77	\$4,729.34	\$56,752.02
6	\$28.6488	\$2,291.90	\$4,965.78	\$59,589.40
7	\$30.6580	\$2,452.64	\$5,314.05	\$63,768.64

POLICE OFFICER

1	\$26.1879	\$2,095.03	\$4,539.23	\$54,470.78
2	\$27.4973	\$2,199.78	\$4,766.19	\$57,194.28
3	\$28.8721	\$2,309.77	\$5,004.50	\$60,054.02
4	\$30.3157	\$2,425.26	\$5,254.73	\$63,056.76
5	\$31.8315	\$2,546.52	\$5,517.46	\$66,209.52
6	\$33.4231	\$2,673.85	\$5,793.34	\$69,520.10
7	\$35.6712	\$2,853.70	\$6,183.01	\$74,196.10

POLICE CORPORAL / OFFICER ASSIGNED TO DETECTIVES

1	\$27.5853	\$2,206.82	\$4,781.44	\$57,377.32
2	\$28.9645	\$2,317.16	\$5,020.51	\$60,246.16
3	\$30.4129	\$2,433.03	\$5,271.57	\$63,258.78
4	\$31.9334	\$2,554.67	\$5,535.12	\$66,421.42
5	\$33.5301	\$2,682.41	\$5,811.89	\$69,742.66
6	\$35.2066	\$2,816.53	\$6,102.48	\$73,229.78
7	\$37.5438	\$3,003.50	\$6,507.59	\$78,091.10

EXHIBIT A-3

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2018
 2% COLA all positions + 2% (4% total) for Clerk, CSO, Dispatcher, & Lead Dispatcher

DESCRIPTION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY
PREVENTION PROGRAM OFFICE ASSISTANT					
	1	\$17.4401	\$1,395.21	\$3,022.96	\$36,275.46
	2	\$18.3120	\$1,464.96	\$3,174.08	\$38,088.96
	3	\$19.2276	\$1,538.21	\$3,332.79	\$39,993.46
	4	\$20.1890	\$1,615.12	\$3,499.43	\$41,993.12
	5	\$21.1984	\$1,695.87	\$3,674.39	\$44,092.62
	6	\$22.2584	\$1,780.67	\$3,858.12	\$46,297.42
CLERK					
	1	\$19.2905	\$1,543.24	\$3,343.69	\$40,124.24
	2	\$20.2551	\$1,620.41	\$3,510.89	\$42,130.66
	3	\$21.2679	\$1,701.43	\$3,686.43	\$44,237.18
	4	\$22.3313	\$1,786.50	\$3,870.75	\$46,449.00
	5	\$23.4478	\$1,875.82	\$4,064.28	\$48,771.32
	6	\$24.6202	\$1,969.62	\$4,267.51	\$51,210.12
COMMUNITY SERVICE OFFICER					
	1	\$19.9336	\$1,594.69	\$3,455.16	\$41,461.94
	2	\$20.9302	\$1,674.42	\$3,627.91	\$43,534.92
	3	\$21.9768	\$1,758.14	\$3,809.30	\$45,711.64
	4	\$23.0755	\$1,846.04	\$3,999.75	\$47,997.04
	5	\$24.2293	\$1,938.34	\$4,199.74	\$50,396.84
	6	\$25.4408	\$2,035.26	\$4,409.73	\$52,916.76
PROPERTY SPECIALIST					
	1	\$20.1417	\$1,611.34	\$3,491.24	\$41,894.84
	2	\$21.1489	\$1,691.91	\$3,665.81	\$43,989.66
	3	\$22.2063	\$1,776.50	\$3,849.08	\$46,189.00
	4	\$23.3166	\$1,865.33	\$4,041.55	\$48,498.58
	5	\$24.4823	\$1,958.58	\$4,243.59	\$50,923.08
	6	\$25.7066	\$2,056.53	\$4,455.82	\$53,469.78
CRIME ANALYST					
	1	\$25.3203	\$2,025.62	\$4,388.84	\$52,666.12
	2	\$26.5864	\$2,126.91	\$4,608.31	\$55,299.66
	3	\$27.9157	\$2,233.26	\$4,838.73	\$58,064.76
	4	\$29.3114	\$2,344.91	\$5,080.64	\$60,967.66
	5	\$30.7770	\$2,462.16	\$5,334.68	\$64,016.16
	6	\$32.3157	\$2,585.26	\$5,601.40	\$67,216.76

DISPATCHER					
1	\$22.2332	\$1,778.66	\$3,853.76	\$46,245.16	
2	\$23.3450	\$1,867.60	\$4,046.47	\$48,557.60	
3	\$24.5122	\$1,960.98	\$4,248.79	\$50,985.48	
4	\$25.7378	\$2,059.02	\$4,461.21	\$53,534.52	
5	\$27.0247	\$2,161.98	\$4,684.29	\$56,211.48	
6	\$28.3760	\$2,270.08	\$4,918.51	\$59,022.08	
7	\$30.3713	\$2,429.70	\$5,264.36	\$63,172.30	
LEAD DISPATCHER					
1	\$23.3451	\$1,867.61	\$4,046.49	\$48,557.86	
2	\$24.5123	\$1,960.98	\$4,248.79	\$50,985.48	
3	\$25.7378	\$2,059.02	\$4,461.21	\$53,534.52	
4	\$27.0248	\$2,161.98	\$4,684.29	\$56,211.48	
5	\$28.3760	\$2,270.08	\$4,918.51	\$59,022.08	
6	\$29.7948	\$2,383.58	\$5,164.42	\$61,973.08	
7	\$31.8611	\$2,548.89	\$5,522.59	\$66,271.09	
POLICE OFFICER					
1	\$26.7117	\$2,136.94	\$4,630.04	\$55,560.44	
2	\$28.0472	\$2,243.78	\$4,861.52	\$58,338.28	
3	\$29.4495	\$2,355.96	\$5,104.58	\$61,254.96	
4	\$30.9220	\$2,473.76	\$5,359.81	\$64,317.76	
5	\$32.4681	\$2,597.45	\$5,627.81	\$67,533.70	
6	\$34.0916	\$2,727.33	\$5,909.22	\$70,910.58	
7	\$36.3730	\$2,909.84	\$6,304.65	\$75,655.84	
POLICE CORPORAL / OFFICER ASSIGNED TO DETECTIVES					
1	\$28.1370	\$2,250.96	\$4,877.08	\$58,524.96	
2	\$29.5438	\$2,363.50	\$5,120.92	\$61,451.00	
3	\$31.0212	\$2,481.70	\$5,377.02	\$64,524.20	
4	\$32.5721	\$2,605.77	\$5,645.84	\$67,750.02	
5	\$34.2007	\$2,736.06	\$5,928.13	\$71,137.56	
6	\$35.9107	\$2,872.86	\$6,224.53	\$74,694.36	
7	\$38.2831	\$3,062.65	\$6,635.74	\$79,628.85	

EXHIBIT B

STEP SCHEDULE Eligibility for Step Increase

STEP ONE

This is entry level.

STEP TWO

Requires one year satisfactory performance at step one.

STEP THREE

Requires one-year satisfactory performance at step two.

STEP FOUR

Requires one-year satisfactory performance at step three.

STEP FIVE

Requires one-year satisfactory performance at step four.

STEP SIX

Requires one-year satisfactory performance at step five.

STEP SEVEN

New hires with no prior certifiable law enforcement experience shall attain Step 6 before being eligible for Step 7 compensation.

For Step Seven provisions for Corporal, Dispatch and Patrol Officer, the following standards shall apply;

Evaluations

All employees shall be evaluated annually on their anniversary date. If the evaluation is not completed within 60 days of the employee's anniversary date, the employee shall be deemed to have received an overall rating of "effectively meets standards". An employee, who is eligible for a step increase based on a "meets" or higher evaluation rating, shall be granted the step increase retroactive to the anniversary date. The assigned supervisor shall indicate a rating of at least "meets" on the evaluation form when completed.

Any member who receives less than an overall rating of "effectively meets standards" will receive a special evaluation within 6 months of the rating below "effectively meets standards", and should the evaluation be at a minimum overall rating of "effectively meets standards" or better, the member's Step 7 compensation shall be reinstated effective 6 months after the loss of Step 7 pay. When a special 6 months evaluation is done in accord with this provision, the standard evaluation will remain scheduled on the member's anniversary date. Any member whose rating is more than 90 days out of cycle shall be considered to have completed an evaluation with an overall rating of "effectively meets standards".

Discipline

Any member who receives more than one written reprimand within a twelve month period or who is disciplined resulting in a loss of pay will lose his/her Step 7 pay for a period of six months. After six months, if the member has not received further discipline his/her step 7 pay shall be restored on condition that all other requirements have been satisfactorily met.

It is the affirmative duty of the association member to sign up for and complete training identified in these standards. Training sponsored by the City shall include at least the minimum necessary to achieve these standards.

The City will not deny step seven compensation to an employee who was prevented from attending necessary training through shift scheduling conflicts that prohibited the City from allowing the employee to attend training, provided the employee requested training throughout the calendar year with sufficient advance notice to allow the City the ability to accommodate in accord with the department policy.

Upon submission of approved Step 7 Application to Public Safety Administrative Support Specialist, the paperwork will be reviewed by management and submitted to Human Resources within fourteen days. Compensation will be effective the next pay period following receipt in Human Resources.

Compliance with Step 7 training requirements shall be determined on a calendar year basis. All required documentation is due to Human Resources by December 31st.

STEP SEVEN for Corporal Advanced DPSST Certificate

Preliminary Qualifications

Minimum three years of consecutive performance evaluations with a minimum overall rating of "effectively meets standards"

Successfully attain the requisite minimum 200 "promotion points" as defined in G.O. 4.02, PROMOTION/POLICE OFFICER CAREER DEVELOPMENT GUIDELINES

Must have completed a minimum aggregate total of forty hours of Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses to qualify.

Must attend and successfully complete the DPSST Supervision Course (two week course). In the event that DPSST does not offer the two-week course, a substitute will be a combination of a core forty-hour course provided by DPSST plus forty-hours of recognized DPSST leadership training. It is up to the individual to attend the additional training. Until such time as DPSST re-established the requirements and curriculum for the two-week Supervision Course, DPS employees may submit their training records to DPSST for review and obtain "Equivalency waivers"

to meet the requirements of the two-week Supervision Course.
Must complete an IDC (Instructor Development Course), or similar type curriculum of Department approved training.

Step 7 Maintenance

Member must submit to the Public Safety Administrative Support Specialist in writing proof of:

Attendance and successful completion of a minimum of 24 hours of approved training in the areas of leadership, ethics, supervision, management, critical incident management, incident command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses each calendar year.

Minimum overall rating of "effective meets standard" on last scheduled performance evaluation.

STEP SEVEN for Officer

Preliminary Qualifications

Advanced DPSST Certificate

Minimum three years of consecutive performance evaluations with a minimum overall rating of "effectively meets standards"

Successfully attain the requisite minimum 200 "promotion points" as defined on G.O. 4.02, PROMOTION/POLICE OFFICER CAREER DEVELOPMENT GUIDELINES

Must have completed a minimum aggregate total of forty hours of Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses.

Step 7 Maintenance

Member must submit to the Public Safety Administrative Support Specialist in writing proof of:

Attendance and successful completion of a minimum of 16 hours of approved training in the areas of leadership, ethics, supervision, management, critical incident management, incident command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses each calendar year.

Minimum overall rating of "effective meets standard" on last scheduled performance evaluation.

STEP SEVEN for Dispatchers

Preliminary Qualifications

Intermediate DPSST Certificate

Minimum three years of consecutive performance evaluations with a minimum overall rating of "effectively meets standards"

Successfully attain the requisite minimum 175 "promotion points" as defined in G.O. 4.012, PROMOTION/POLICE OFFICER CAREER DEVELOPMENT GUIDELINES

Must have completed a minimum aggregate total of forty hours of Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention or similar career development courses each calendar year such as: Communication Training Officer Course, completion and maintenance of 9-1-1 Liability Issues course, completion of Tactical Communications, Hostage Negotiations or Suicide Intervention courses.

Step 7 Maintenance

Member must submit to the Public Safety Administrative Support Specialist in writing proof of:

Attendance and successful completion of a minimum of 16 hours (24 hours for Lead Dispatchers) of approved training in the areas of leadership, ethics, supervision, management, critical incident management, incident command, crisis negotiations, media relations, fire suppression, prevention, computer science, writing skills, criminal law, medical terminology, and/or similar career development courses each calendar year such as: Communication Training Officer Course, completion and maintenance of 9-1-1 Liability Issues course, completion of Tactical Communications, Hostage Negotiations or Suicide Intervention courses.

Minimum overall rating of "effective meets standard" on last scheduled performance evaluation

Note that a Step 7 Police Officer who promotes to Corporal would go to the nearest compensable step in the salary schedule for Corporal. Upon completing trial service and all other requirements for step 7 Corporal could then advance to step 7.

EXHIBIT C

GRANTS PASS PUBLIC SAFETY DEPARTMENT
 POLICE SERVICES
 SWORN SENIORITY LIST
 January 3, 2017

<u>CLASSIFICATION/EMPLOYEE</u>	<u>CLASSIFICATION DATE</u>	<u>BARGAINING UNIT DATE OF HIRE</u>	<u>DATE OF HIRE WITH CITY</u>
<u>POLICE OFFICERS</u>			
Jenista, Peter	07/01/92	Same	Same
Ridenour, Greg	07/01/99	08/17/98	08/17/98
Peil, Jason	11/27/00	Same	Same
Burge, Dennis	02/26/01	Same	Same
Miner, Michael	07/01/02	Same	Same
Lidey, Archie	10/28/02	Same	Same
Forsythe, Lesley	12/22/03	Same	Same
Williams, Franklyn (Scott)	07/18/05	07/18/05	04/03/00
Brown, Ryan	11/14/05	Same	Same
Yerrick, Heather	06/30/06	Same	Same
Lohrfink, John	07/14/08	Same	Same
Perkins, Paul (Kasen)	02/01/10	Same	Same
Earle, Austin	05/02/11	Same	Same
Frownfelter, Kenneth	10/31/11	Same	Same
Shaw, Robert	02/21/12	Same	Same
Aguinaga, Andrew	03/15/12	Same	Same
Lorentz, Jesse	03/18/13	Same	Same
Six, Lucas	06/03/13	Same	Same
Stewart, Jennings	06/03/13	Same	Same
Hjelmier, Quail	09/03/13	Same	Same
Gasperson, George	09/23/13	Same	Same
Craven, Jeffrey	12/02/13	Same	Same

POLICE OFFICER continued

<u>CLASSIFICATION/EMPLOYEE</u>	<u>CLASSIFICATION DATE</u>	<u>BARGAINING UNIT DATE OF HIRE</u>	<u>DATE OF HIRE WITH CITY</u>
Coney, Brian	12/30/13	Same	Same
Artoff, Timothy	07/07/14	Same	Same
Marshall, Shali	09/29/14	Same	Same
Fauver, Ryan	02/02/15	Same	Same
Kopp, Jonah	03/08/15	02/02/15	Same
Corley, Shane	07/01/15	Same	Same
McGinnis, Jason	07/01/15	Same	Same
Newcomb, Jason	10/26/15	Same	Same
Claffey, Timothy	01/11/16	Same	Same
Torassa, Matthew	01/11/16	Same	Same
Surmi, Daniel	05/02/16	Same	Same
Hall, James	05/31/16	Same	Same
Hodge, Kyle	10/10/16	Same	Same
Johnson, Brook	08/01/16	Same	Same
Evans, Derek	08/01/16	Same	Same
Pratt, Jordan	01/03/17	Same	Same
Gilinsky, Robert	01/03/17	Same	Same
 <u>CORPORALS</u>			
Gaunt, Jeff	08/28/09	05/29/96	05/29/96
Moore, Johnathan	05/03/10	Same	Same
Anuschat, Max	10/18/15	01/10/11	01/10/11
Wallace, Jessie	12/11/16	11/01/12	11/01/12

CLASSIFIED SENIORITY LIST

COMMUNITY SERVICE OFFICER

Brown, Jennifer	05/15/06	Same	Same
Offerman, Dennis*	12/05/12	Same	Same
Carleton, Benjamin	03/31/14	Same	Same
Altheide, Dwight*	07/07/14	Same	Same
Gumbert, Donald	06/22/15	Same	Same
Brelsford, Steven	08/31/15	Same	Same

PROPERTY SPECIALIST

Schilens, Paul	06/07/05	02/11/04	02/11/04
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CRIME ANALYST

Davis, Kaitlynn	09/01/15	Same	Same
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PREVENTION PROGRAM OFFICE ASSISTANT

Busch, Kelly	10/29/07	10/29/07	09/15/04
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PUBLIC SAFETY CLERK

Stewart, Sarah	08/05/02	Same	Same
Stone, Susan	07/17/05	07/17/05	10/01/01
Hawley, Janice	06/01/12	Same	Same
Flaim, Breanna	12/15/14	Same	Same
Michael, Elisa	09/08/15	Same	Same
Walton, Anna	9/19/16	Same	Same

DISPATCHERS

Amann, Lisa	02/01/88	Same	Same
Demello, Dena**	08/15/88	Same	Same
Miller, Susan	09/17/90	Same	Same
Wood, Tammy**	08/07/91	Same	Same
Pulyer, Jacqueline	10/04/00	Same	Same
Mathews, Bryan**	02/05/01	Same	Same
Haack, Marcela**	12/18/03	07/02/01	07/15/95
LaTourette, Naomi	05/07/04	Same	Same

Aguinaga, Treva	07/30/12	Same	Same
Wardle, Daniel	12/15/14	Same	Same
Leppla, Jessi	07/07/15	Same	Same
Jones, Jessica	09/24/15	Same	Same
Main, Amanda	06/30/16	Same	Same
Brazeau, Susan	10/03/16	Same	Same

*Part-time employees

**Lead Dispatchers

PHYSICAL AGILITY TEST

Physical Agility Test

See Attached "Department of Public Safety, Police Officer Physical Ability Examination".
Eight (8) pages

ATTACHMENT 1

GRANTS PASS DEPARTMENT OF PUBLIC SAFETY

GENERAL ORDER

PHYSICAL ABILITY TEST (OFFICERS AND APPLICANTS)

G.O. 4.04

EFFECTIVE: 12/20/92

REVISED: 07/01/2010

POLICY:

It is the policy of the Grants Pass Department of Public Safety to administer physical agility testing to sworn personnel and applicants applying to the Department.

PURPOSE:

The purpose of this testing is to assure that officers are able to perform the duties of a police officer. It is essential that officers are fit when hired and continue to maintain a minimum level of physical fitness/agility during the course of their careers. The safety and life of the officer, fellow officers and the public we serve, may depend on the officer being able to perform the various, and sometimes strenuous duties of a police officer.

PROCEDURE:

OVERVIEW OF THE TESTING PROCESS

A job analysis of police officers in the Grants Pass Department of Public Safety revealed that they perform certain essential or important physical functions which are vital to their job duties. Many essential functions identified from this job analysis were included in the physical ability examination. A subject matter expert panel meeting comprising law enforcement personnel from this municipality also confirmed that the functions included in the physical ability test were job-related and essential for successful performance as a Grants Pass Department of Public Safety Police Officer.

In Grants Pass, police officers must be able to run (speed and distance), climb through windows, climb over obstacles (i.e., fences), lift, carry, walk, sit or stand for long periods of time and arrest resisting individuals. The Grants Pass Department of Public Safety Ability Examination measures job-related physical skills such as these which are necessary for successful performance as a police officer. Only those skills which do not require training to become proficient are assessed.

The examination is equally valid for assessing the physical skills of candidates with police experience and those without. For example, one portion of the test requires the applicant to climb a chain link fence. It is not necessary to have prior experience as a police officer to possess the physical ability to climb a fence.

TEST PREPARATION

The following suggestions should help you prepare yourself physically for the test:

1. Avoid junk food and concentrate on a well balanced diet for several days before the test,

2. Avoid tranquilizers and stimulants such as caffeinated beverages, especially on the day of the test,
3. Get a good night's sleep before the test,
4. Do not drink a lot of liquids or eat a big meal before the test and
5. Avoid alcohol several days prior to and especially on the day of the test.

On the day of testing, all officers are required to wear long pants with belt loops. Sport shoes are highly recommended. You will not be allowed to participate in the examination if you are not wearing long pants with belt loops. Belt loops are required because a police utility belt needs to be attached during testing. Sweat pants are not allowed. Shorts are not allowed for safety reasons.

DESCRIPTION OF THE TEST

The test will require the officer to complete several specified physical tasks in a given sequence within an allotted time frame. An orientation is conducted prior to testing.

To simulate a police officer on duty, officers will be provided with and will be required to wear police equipment during the physical testing session. This includes items such as a utility belt, handcuffs, a non-firing pistol in a holster, two magazine pouches containing two magazines and a ballistic vest. Officers are required to bring their own equipment. Applicants will be provided this equipment by the Grants Pass Department of Public Safety at the time of testing.

TEST COMPONENTS

All officers and applicants will be given an orientation and walk through. No one will be allowed to take the test unless they fully understand what is expected of them. The tests is explained in Appendix "A"

To begin the test, the officer will sit in the driver's seat of a patrol car, a police utility belt and the equipment listed above, and will await further instructions.

A test monitor will give the officer verbal instruction to pursue a fleeing felony suspect (fictitious) by providing a description of what the suspect is wearing (for example a baseball hat and a red t-shirt). The test monitor will provide two pieces of descriptive information. The officer must then complete the following physical tasks:

1. The officer must get out of the car and run a distance of about 150 yards. Timing begins when the candidate opens the car door.
2. The officer must jump over a curb onto a grass terrain.
3. The officer will then climb a few stairs during the foot pursuit
4. After climbing the stairs, the officer must descend down approximately 3 feet from the platform at the top of the stairs.
5. Near the end of the run, the officer must climb over a six foot chain link fence.
6. After descending from the fence, the officer must run over a change of terrain onto a concrete surface.
7. The officer must climb one flight of stairs. The officer will identify the suspect described at the beginning of the foot pursuit by shouting out the number attached to the suspect matching the description.
8. Finally, the officer will move a dummy weighing approximately 150 pounds to a designated line 10 feet away. Timing of the events stops when the entire dummy passes over the line.

An officer who is able to complete the entire series of events successfully, in proper sequence and within 58 seconds or under passes the test.

COURSE REQUIREMENTS

Testing shall be done once a year for sworn personnel. Sworn personnel not completing the test in the required time will be required to retake the test according to the association contract.

Sworn personnel and applicants are required to pass the test in 58 seconds or less.

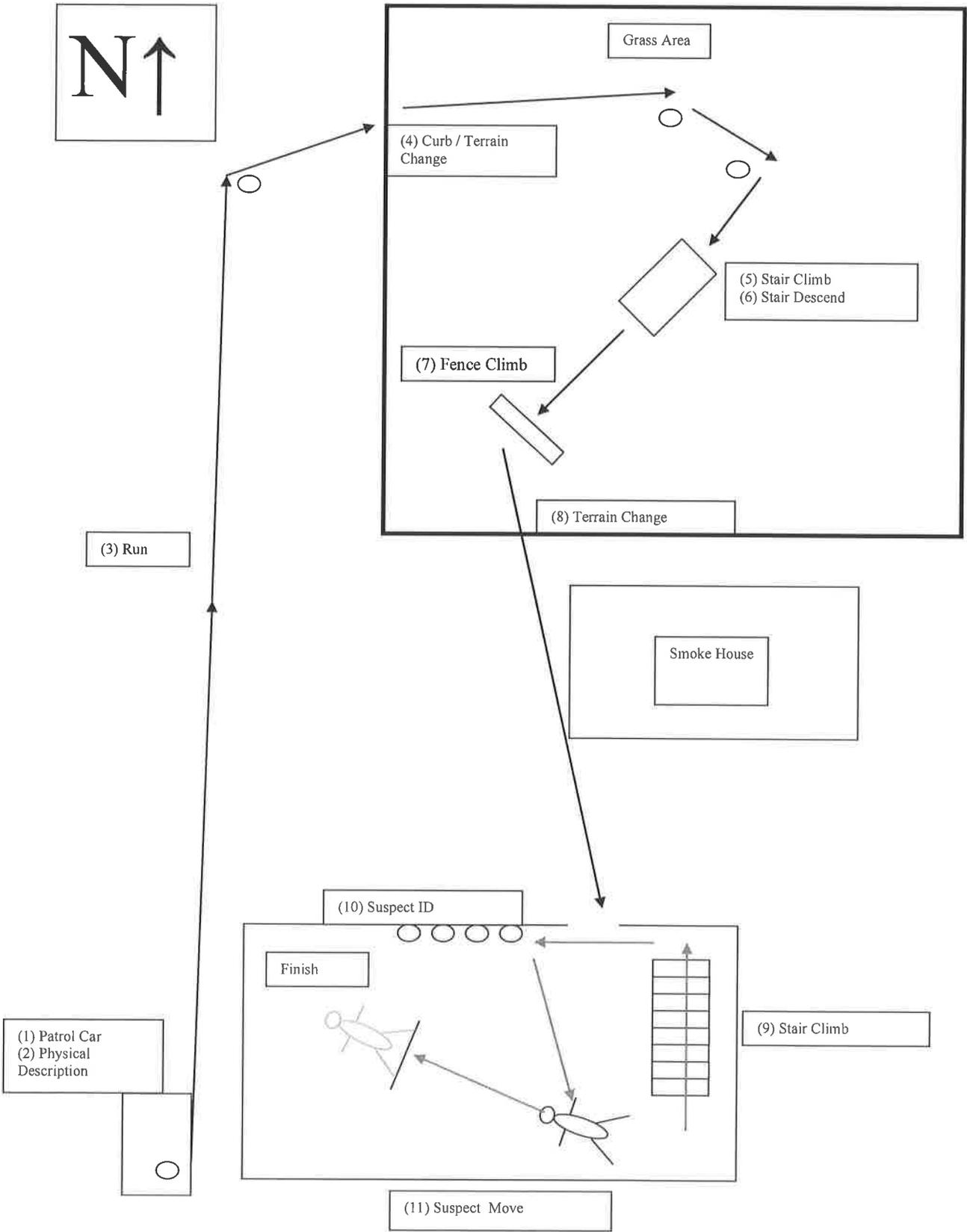
All sworn personnel will be required to take the annual test. Only the Public Safety Director or assigned designee may excuse an officer from the mandatory testing.

Persons not passing the test during the year will be rated unsatisfactory in this area on their annual employee evaluation. Repeated failures by an officer who has not successfully completed the test may result in further disciplinary action being taken by the Department, as stipulated in the collective bargaining agreement.

(See Appendix A for sample map illustrating the entire test sequence, course requirements, and test requirements).

This order supersedes all previous written and unwritten policies of the City of Grants Pass Department of Public Safety on the above subject.

Appendix "A"
Grants Pass Department of Public Safety
Police Physical Ability Examination



Answer any questions and have the candidate get into the car. Make sure the car door is closed BEFORE reading a description of the suspect, then say:

“Are you ready to begin?”

Wait for the applicant to respond. If the applicant is ready, read one of the following four descriptions and tell the candidate to GO.

A criminal suspect has just been seen fleeing from the scene of a crime. He is wearing:

- 1. A black jacket and red baseball cap or**
- 2. A red vest with a black baseball cap or**
- 3. A green camouflage jacket with a green camouflage cap or**
- 4. A blue shirt with a black baseball cap hat.**

“Ready, GO”

Make sure the test monitor knows the number of the suspect the applicant should shout out and make sure the applicant correctly identifies that suspect. Record the applicant's name and a “Pass” or “Fail” on a physical ability examination record form depending on whether they successfully completed the test. Also, the shirt and hat types and colors on the suspects should correspond to those read to the applicants.

**Grants Pass, OR Public Safety Department
Police Physical Ability Examination
Test Administration Script**

Instructions for preparing all candidates:

Prior to testing applicants, tell all of them:

“The physical ability examination which you are about to take assesses whether a person has the basic physical skills necessary to be a Grants Pass Department of Public Safety police officer. Before having you complete the exam, I will walk all of you through the entire course allowing you to become familiar with the events you will encounter. Please ask any questions that may arise at any time throughout the walk-through. **PLEASE REMOVE ALL WATCHES, RINGS, PAGERS AND GLOVES FOR THIS TEST.**”

Walk applicants through the entire course and briefly describe each event. If applicants have any questions, stop walking and answer them; then proceed with the rest of the course.

When you get to the suspect identification event, be sure to tell all applicants that the suspects are not real but are mannequins and they must shout out the proper suspect ID number before going to the next exercise.

Bring all applicants to the starting point after the walk-through. Ask applicants if they believe they are physically capable of safely performing all events prior to them going through the course. If any applicant indicates they are not capable for some reason, determine if a reasonable accommodation can be made.

If a reasonable accommodation cannot be made, do not have the applicant go through the course and contact a department representative.

Regarding scoring of the applicants, tell all of them:

“You must successfully complete all events in 58 seconds or less to pass this course. Unsuccessful completion of any event will result in failure of the physical examination”

Finally, in order to test applicants one at a time, tell all of them:

“Applicants will proceed through the course one at a time. When I call your name, please step up to take the exam. For everyone else, please wait patiently until your name is called.”

Testing an applicant

Make sure the applicant is wearing only the necessary equipment (the utility belt, handcuffs, gun in holster, two magazines and one bullet proof vest). Reminder: no rings, watches, pagers, and gloves.

Prior to having the candidate sit in the police car, say”

“As a reminder, once a physical description of a criminal suspect has been provided you will begin the examination and timing will start when you open the car door. Do you know what you are expected to do?”

APPLICANTS WILL WEAR THE FOLLOWING DURING TESTING

Supplied by the department:

Utility belt
Handcuffs (1 pair) in case
1 can of chemical agent in case
Gun in holster (unloaded / inoperable)
Magazine pouch with 2 magazines
Ballistic vest

Supplied by candidate:

Sport shoes (sneakers recommended)
Pants with belt loops and a belt

MATERIALS

2 stop watches	1 patrol car
1 administration script	1 chain link fence (8 feet wide by 6 feet high)
1 platform with 4 steps on either side	1 approximately 150 pound dummy
4 mannequin or cardboard torsos	4 hats and 4 shirts

ENVIRONMENTAL CONDITIONS

The physical ability examination is administered outdoors and the weather should be dry. The test should not be administered during a heavy downpour of rain. Alternative days (rain-days) for testing should be scheduled in case the weather does not permit testing on originally scheduled days.

ASSUMPTIONS

1. Sports shoes are recommended and since a utility belt and police equipment will be worn by the applicant at all times during the test, pants with belt loops and a belt are required. Because they have no belt loops, sweat pants are NOT allowed. Shorts are NOT allowed for safety reasons (i.e., they do not provide adequate coverage of the skin which could be damaged severely in a fall). A belt is required because the police utility belt needs to be attached to it.
2. Timing of the exam will begin after the applicant has been given a physical description of the suspect and opens the patrol car door. The test monitor/s will activate two stop watches simultaneously.
3. Testing must be completed by the applicants in the exact sequence listed below.
 - o Listen to the test instructions
 - o Receive a physical description of the suspect
 - o Open a car door and get out
 - o Begin the approximately 150 yard run
 - o Run over a curb onto the grass
 - o Climb approximately 4 stairs
 - o Jump down approximately 3 feet from a platform
 - o Climb over a six foot chain link fence
 - o Run from the grass, over a curb to a concrete surface
 - o Climb up 1 flight of stairs
 - o Identify the suspect (mannequin) by shouting out the correct number
 - o Move the dummy (approximately 150 pounds) from a prone position to a point 10 feet away
 - o Timing is stopped when the entire dummy crosses the line
 - o The fastest time between the two stop watches is recorded
4. There will be an orientation and walk-through for all candidates. The applicants will be instructed that there is no real suspect. No one will be allowed to take the test unless they fully understand what is expected of them.

EVENTS

1. **Patrol Car:** Wearing a police utility belt and the equipment listed above, the applicant will sit in the driver's seat of a patrol car with the doors closed and await further instructions.
2. **Physical Description:** A test monitor will give the candidate verbal instructions to pursue a fleeing felony suspect (fictitious) by providing a description of what the suspect is wearing (for example, a straw hat and yellow T-shirt). The test monitor will provide two pieces of descriptive information. The applicant must then complete the following physical tasks:
3. **Run:** The applicant must get out of the car and run a distance of about 150 yards. Timing begins when the applicant opens the car door.
4. **Curb / Terrain Change (1):** The applicant must jump over a curb onto a grass terrain.
5. **Stair Climb (1):** The applicant will climb a few stairs during the foot pursuit.
6. **Descend from Elevated Surface:** After climbing the stairs, the applicant must descend down approximately 3 feet from the platform at the top of the stairs.
7. **Fence Climb:** Near the end of the run, the applicant must climb over a six foot chain link fence.
9. **Stair Climb (2):** After climbing over the fence, the applicant must climb one flight of stairs.
10. **Suspect ID:** The applicant will then identify the suspect described at the beginning of the foot pursuit by shouting out the number attached to the suspect matching the description.

11. Suspect Move: The applicant will then move the dummy weighing approximately 150 pounds to a designated line 10 feet away. Timing of the events stops when the entire dummy passes over the line.

CRITERIA FOR PASSING THE EXAM

1. Applicants must complete all events in 58 seconds or under.
2. Applicants must complete all events in the specified amount of time in the required sequence or they fail the examination.
3. Applicants must correctly identify the suspect.
4. Upon completion of the test, applicants will be informed of their pass / fail status.

COURSE LAYOUT

Most of the components of the physical ability course are not movable. The curbs, fence climb, terrain changes, stair climb, asphalt, concrete, and grassy areas are fixed objects. The placement of traffic cones, the patrol car, stairs for stair climb (1), dummy and mannequins are the only objects which must be consciously placed in the same location as they were during field testing. Use the markers on the course and the objects within the course to guide the placement of these moveable objects. It is important for standardization purposes that testing is conducted with the course layout exactly as it was during field testing.

Item: Motion acknowledging the receipt of the monthly financial reports for October and November 2016.

Date: January 18, 2017

SUBJECT AND SUMMARY:

Monthly financial reports are prepared and acknowledged by Council to convey information about the City's budget and current financial condition.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of LEADERSHIP by ensuring financial records and systems are effective and that Council has the opportunity to access the City's financial information.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A.

BACKGROUND:

A summary monthly report is prepared to convey information about the City's budget, the current financial condition, and seasonal or unique financial transactions throughout the year for the various funds of the City.

COST IMPLICATION:

None.

RECOMMENDED ACTION:

It is recommended the Council acknowledge the receipt of the monthly financial reports for October and November 2016.

POTENTIAL MOTION:

I move to acknowledge the monthly financial reports.

ITEM: 3.b. MOTION ACKNOWLEDGING RECEIPT OF THE MONTHLY FINANCIAL REPORT FOR OCTOBER AND NOVEMBER 2016.

CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORTS
October and November 2016
Discussion & Analysis



Enclosed in this financial package are monthly financial reports for October and November of 2016. In reviewing the monthly reports, since this is a prorated budget variance report any variances significantly different from 100% would imply either seasonality or true variances.

General Fund: The monthly financial report begins with a summary of General Fund budget results. It shows the major categories of revenues, expenditures by the major budget divisions, transfers in and out to and from other funds, the restricted fund balance for the Building division, and the fund balance for the rest of the General Fund. Transfers in to the General Fund are largely transfers to various divisions of the General Fund from the Transient Room Tax Fund (provides revenue to Parks, Public Safety, Tourism, Economic Development, and Downtown Development). Transfers out of the General Fund represent transfers to capital project funds, primarily to the Lands and Buildings Projects Fund. The General Fund in recent years has also transferred approximately \$600,000 per year to Public Works capital project funds (Transportation, Water, Wastewater, and Storm Water). Some transfers out and transfers in may look like they're over the prorated budget at this point in the year, but these are mostly one-time transfers that are done early in the fiscal year.

The main revenue source for the General Fund and Public Safety is property taxes, and most of the property tax revenues come in during November and December each year. This year, real property assessed value changes were right on track with budgeted changes so property tax revenue should also be right on with the amount budgeted in FY'17. Franchise/ROW (Right Of Way) Taxes are the second largest major revenue source for the General Fund and this revenue category is relatively stable from year to year as it comes from a small percentage of the amount of public and private utility charges from utilities that have facilities in the public rights of way in the City. ROW taxes are usually received and recorded a month or two after the period in which they are earned and at the end of the fiscal year the full amount earned by the end of June is recorded as a revenue as long as it is received within 60 days of fiscal year end. Licenses, Permits, and Fees/Charges for services are so far tracking slightly above the prorated budget this year due largely to a very busy level of development applications and developments being built this year in the City. On the expenditure side, General Fund programs are on track to remain within budgets.

Other Funds: The monthly report shows summary financial information for all funds outside the General Fund in the categories of total revenues, transfers in, total expenditures, transfers out, and fund balances. Funds outside the General Fund such as the utility and internal service funds are also on track to meet or exceed budgets on the

revenue side and to remain within budgets on the expenditure side. One standout is the Engineering Fund, an internal service fund. Because Engineering ended last fiscal year with a fund balance above the City's financial policy range, some internal engineering charges to operating divisions in the PCD and Public Works departments were reduced for this fiscal year and will likely be reduced again for next fiscal year until the Engineering Fund balance is reduced to the financial policy range of 25% to 35% of budgeted expenditures.

The City's annual financial audit for FY'16 was completed during November and December, and the City issued the Comprehensive Annual Financial Report (CAFR) shortly after completion of the audit in December. All the financial and budget reports of the City can also be found online on the City's website under the Finance department. We hope this discussion and analysis provided some insight into the City financial activities. Should you have additional comments or questions please feel free to contact the Finance Department.

Jay Meredith, CPA
Finance Director
phone: 541-450-6021

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



**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

October 31, 2016

unaudited Budget to Actuals

ANNUAL BUDGET	October BUDGET	October ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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General Fund:

Revenues						
Beginning Balance	\$ 11,568,670			\$ 11,568,670	\$ 13,339,337	
Property Tax	\$ 17,312,215	\$ 1,442,685	4%	\$ 5,770,738	\$ 123,582	2%
Franchise & Other Taxes	\$ 3,368,530	\$ 280,711	605,111	\$ 1,122,843	\$ 924,642	82%
Licenses & Permits	\$ 364,000	\$ 30,333	70,397	\$ 121,333	\$ 187,842	155%
Inter-Governmental & Grants	\$ 1,730,300	\$ 144,192	77,326	\$ 576,767	\$ 326,654	57%
Fees & Charges for Service	\$ 1,991,850	\$ 165,988	207,115	\$ 663,950	\$ 830,245	125%
Interest Income (misc)	\$ 86,000	\$ 7,167	4,698	\$ 28,667	\$ 27,915	97%
Other Revenue	\$ 183,925	\$ 15,327	1,587	\$ 61,308	\$ 25,050	41%
Transfers	\$ 1,356,300	\$ 113,025	-	\$ 452,100	\$ 495,438	110%
TOTAL RESOURCES	\$ 37,961,790	\$ 2,199,427	1,025,115	\$ 20,366,377	\$ 16,280,705	80%
Expenditures						
Council and General Operations	\$ 1,647,568	\$ 137,297	300,685	\$ 549,189	\$ 425,463	77%
Public Safety	\$ 19,653,890	\$ 1,637,824	1,540,388	\$ 6,551,297	\$ 5,752,295	88%
Parks & Recreation	\$ 2,162,781	\$ 180,232	158,127	\$ 720,927	\$ 625,508	87%
Community Development	\$ 1,410,865	\$ 117,572	97,087	\$ 470,288	\$ 387,247	82%
Economic Dev/Tourism/Downtown Dev.	\$ 1,075,227	\$ 89,602	50,118	\$ 358,409	\$ 313,062	87%
Transfers out	\$ 2,110,500	\$ 175,875	-	\$ 703,500	\$ 1,720,000	244%
Contingency & Ending Balance (Budgetary)	\$ 8,985,988			\$ 8,985,988	\$ 5,986,548	
Ending Balance Building (Budgetary Basis)	\$ 914,971			\$ 914,971	\$ 1,070,582	
TOTAL REQUIREMENTS	\$ 37,961,790	\$ 2,338,403	2,146,405	\$ 19,254,569	\$ 16,280,705	

Fund Balance End of Period GAAP Basis (Includes Interfund Loans Out \$1,460,000) \$ 8,517,130

Transient Room Tax:

Beginning Balance	\$ 168,500			\$ 168,500	\$ 216,958	
Revenues	\$ 1,464,200	\$ 122,017	335,661	\$ 488,067	\$ 735,010	151%
Expenditures	\$ 10,900	\$ 908	625	\$ 3,633.33	\$ 2,500	69%
Transfers out	\$ 1,571,800	\$ 130,983	-	\$ 523,933	\$ 586,703	112%
Ending Balance/Contingency (Budgetary)	\$ 50,000			\$ 50,000	\$ 362,765	Budgetary Balance**

CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT

October 31, 2016

unaudited Budget to Actuals

	ANNUAL BUDGET	October BUDGET	October ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
Street Utility:							
Beginning Balance	\$ 1,310,749				\$ 1,310,749	\$ 1,333,200	
Revenues	\$ 3,062,044	\$ 255,170	\$ 295,971	116%	\$ 1,020,681	\$ 885,953	87%
Transfers in	\$ 385,500	\$ 32,125	\$ -	0%	\$ 128,500	\$ -	0%
Expenditures	\$ 2,386,224	\$ 198,852	\$ 144,167	72%	\$ 795,408	\$ 591,316	74%
Transfers out	\$ 1,665,000	\$ 138,750	\$ 110,779	80%	\$ 555,000	\$ 1,107,356	200%
Ending Balance/Contingency (Budgetary)	\$ 707,069				\$ 707,069	\$ 520,481	Budgetary Balance**
CD Block Grant / HUD:							
Beginning Balance	\$ 939,000				\$ 939,000	\$ 958,040	
Revenues	\$ 410,100	\$ 34,175	\$ 4,834	14%	\$ 136,700	\$ 6,792	5%
Expenditures	\$ 875,000	\$ 72,917	\$ 5,216	7%	\$ 291,667	\$ 15,861	5%
Ending Balance/Contingency (Budgetary)	\$ 474,100				\$ 474,100	\$ 948,971	Budgetary Balance**
Debt Service, Gen Obligation and Bancroft:							
Beginning Balance	\$ 76,850				\$ 76,850	\$ 166,548	
Revenues	\$ 3,291,600	\$ 274,300	\$ 49,068	18%	\$ 1,097,200	\$ 54,409	5%
Expenditures	\$ 1,303,100	\$ 108,592	\$ 833	1%	\$ 434,367	\$ 5,245	1%
Transfers out	\$ 2,000,000	\$ 166,667	\$ -	0%	\$ 666,667	\$ -	0%
Ending Balance/Contingency (Budgetary)	\$ 65,350				\$ 65,350	\$ 215,712	Budgetary Balance**
Transportation Capital Projects:							
Beginning Balance	\$ 3,527,577				\$ 3,527,577	\$ 4,522,778	
Revenues	\$ 1,956,750	\$ 163,063	\$ 539,634	331%	\$ 652,250	\$ 785,488	120%
Transfers in	\$ 2,015,000	\$ 167,917	\$ 110,779	66%	\$ 671,667	\$ 1,457,356	217%
Expenditures	\$ 7,469,327	\$ 622,444	\$ 861,443	138%	\$ 2,489,776	\$ 2,132,685	86%
Transfers out	\$ 30,000	\$ 2,500	\$ -	0%	\$ 10,000	\$ 30,000	300%
Ending Balance/Contingency (Budgetary)	\$ -				\$ -	\$ 4,602,937	Budgetary Balance**

**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

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unaudited Budget to Actuals

ANNUAL BUDGET	October BUDGET	October ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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Solid Waste and Capital Projects:

Beginning Balance	\$ 1,574,087			\$ 1,574,087	\$ 1,577,659	
Revenues	\$ 696,310	\$ 58,026	\$ 37,280	\$ 232,103	\$ 159,191	69%
Transfers in	\$ 5,000	\$ 417	\$ -	\$ 1,667	\$ -	0%
Expenditures	\$ 2,013,565	\$ 167,797	\$ 39,660	\$ 671,188	\$ 204,298	30%
Transfers out	\$ 29,000	\$ 2,417	\$ -	\$ 9,667	\$ -	0%
Ending Balance/Contingency (Budgetary)	\$ 232,832			\$ 232,832	\$ 1,532,552	Budgetary Balance**

Storm Drain and Capital Projects:

Beginning Balance	\$ 200,058			\$ 200,058	\$ 355,069	
Revenues	\$ 25,500	\$ 2,125	\$ 9,180	\$ 8,500	\$ 67,401	793%
Transfers in	\$ 80,000	\$ 6,667	\$ -	\$ 26,667	\$ 80,000	300%
Expenditures	\$ 305,558	\$ 25,463	\$ 2,933	\$ 101,853	\$ 13,344	13%
Ending Balance/Contingency (Budgetary)	\$ -			\$ -	\$ 489,126	Budgetary Balance**

Lands and Buildings Capital Projects:

Beginning Balance	\$ 4,054,575			\$ 4,054,575	\$ 4,672,622	
Revenues	\$ 5,310,626	\$ 442,552	\$ 30,028	\$ 1,770,209	\$ 81,468	5%
Transfers in	\$ 4,018,500	\$ 334,875	\$ -	\$ 1,339,500	\$ 1,311,265	98%
Expenditures	\$ 13,383,701	\$ 1,115,308	\$ 158,682	\$ 4,461,234	\$ 321,340	7%
Ending Balance/Contingency (Budgetary)	\$ -			\$ -	\$ 5,744,015	Budgetary Balance**

Wastewater Fund:

Beginning Balance	\$ 2,528,197			\$ 2,528,197	\$ 2,773,126	
Revenues	\$ 6,230,150	\$ 519,179	\$ 558,473	\$ 2,076,717	\$ 2,226,564	107%
Expenditures	\$ 4,493,408	\$ 374,451	\$ 268,318	\$ 1,497,803	\$ 1,028,608	69%
Transfers out	\$ 3,143,300	\$ 261,942	\$ 500,000	\$ 1,047,767	\$ 2,600,000	248%
Ending Balance/Contingency (Budgetary)	\$ 1,121,639			\$ 1,121,639	\$ 1,371,082	Budgetary Balance**

Wastewater Capital Projects:

Beginning Balance	\$ 4,974,389			\$ 4,974,389	\$ 6,721,888	
Revenues	\$ 200,000	\$ 16,667	\$ 71,467	\$ 66,667	\$ 197,920	297%
Transfers in	\$ 3,248,300	\$ 270,692	\$ 500,000	\$ 1,082,767	\$ 2,705,000	250%
Expenditures	\$ 8,422,689	\$ 701,891	\$ 163,937	\$ 2,807,563	\$ 642,398	23%
Ending Balance/Contingency (Budgetary)	\$ -			\$ -	\$ 8,982,410	Budgetary Balance**

CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT

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unaudited Budget to Actuals

	ANNUAL BUDGET	October BUDGET	October ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
Water Fund:							
Beginning Balance	\$ 2,535,517				\$ 2,535,517	\$ 2,386,840	
Revenues	\$ 6,593,764	\$ 549,480	\$ 582,352	106%	\$ 2,197,921	\$ 2,705,740	123%
Expenditures	\$ 4,464,918	\$ 372,077	\$ 255,342	69%	\$ 1,488,306	\$ 1,057,134	71%
Transfers out	\$ 3,560,000	\$ 296,667	\$ 760,000	256%	\$ 1,186,667	\$ 2,560,000	216%
Ending Balance/Contingency (Budgetary)	\$ 1,104,363				\$ 1,104,363	\$ 1,475,446	Budgetary Balance**
Water Capital Projects:							
Beginning Balance	\$ 5,433,007				\$ 5,433,007	\$ 7,395,987	
Revenues	\$ 167,000	\$ 13,917	\$ 60,476	435%	\$ 55,667	\$ 202,754	364%
Transfers in	\$ 3,655,000	\$ 304,583	\$ 760,000	250%	\$ 1,218,333	\$ 2,655,000	218%
Expenditures	\$ 9,255,007	\$ 771,251	\$ 18,958	2%	\$ 3,085,002	\$ 85,083	3%
Ending Balance/Contingency (Budgetary)	\$ -				\$ -	\$ 10,168,658	Budgetary Balance**
Vehicle Maintenance							
Beginning Balance	\$ 311,970				\$ 311,970	\$ 413,172	
Revenues	\$ 687,962	\$ 57,330	\$ 56,933	99%	\$ 229,321	\$ 224,439	98%
Loan	\$ 554,000	\$ 46,167	\$ -	0%	\$ 184,667	\$ -	0%
Expenditures	\$ 962,020	\$ 80,168	\$ 66,562	83%	\$ 320,673	\$ 242,350	76%
Transfers out	\$ 554,000	\$ 46,167	\$ -	0%	\$ 184,667	\$ -	0%
Ending Balance/Contingency (Budgetary)	\$ 37,912				\$ 37,912	\$ 395,261	Budgetary Balance**
Vehicle & Equipment Replacement							
Beginning Balance	\$ 3,598,000				\$ 3,598,000	\$ 3,757,073	
Revenues	\$ 543,422	\$ 45,285	\$ 44,850	99%	\$ 181,141	\$ 180,213	99%
Expenditures	\$ 1,343,200	\$ 111,933	\$ 74,881	67%	\$ 447,733	\$ 282,566	63%
Ending Balance/Contingency (Budgetary)	\$ 2,798,222				\$ 2,798,222	\$ 3,654,720	Budgetary Balance**
Information Technology:							
Beginning Balance	\$ 199,128				\$ 199,128	\$ 198,597	
Revenues	\$ 881,600	\$ 73,467	\$ 73,440	100%	\$ 293,867	\$ 293,780	100%
Expenditures	\$ 824,102	\$ 68,675	\$ 59,054	86%	\$ 274,701	\$ 279,826	102%
Ending Balance/Contingency (Budgetary)	\$ 256,626				\$ 256,626	\$ 212,551	Budgetary Balance**

**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

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unaudited Budget to Actuals

ANNUAL BUDGET	October BUDGET	October ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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Property Management:						
Beginning Balance	\$ 279,732			\$ 279,732	\$ 414,015	
Revenues	\$ 719,391	\$ 59,949	\$ 57,122	\$ 239,797	\$ 228,287	95%
Expenditures	\$ 725,023	\$ 60,419	\$ 40,584	\$ 241,674	\$ 189,735	79%
Transfers out	\$ 40,000	\$ 3,333	\$ -	\$ 13,333	\$ 40,000	300%
Ending Balance/Contingency (Budgetary)	\$ 234,100			\$ 234,100	\$ 412,567	Budgetary Balance**

Engineering:						
Beginning Balance	\$ 462,421			\$ 462,421	\$ 941,549	
Revenues	\$ 962,200	\$ 80,183	\$ 40,361	\$ 320,733	\$ 268,913	84%
Expenditures	\$ 1,007,302	\$ 83,942	\$ 76,468	\$ 335,767	\$ 276,937	82%
Ending Balance/Contingency (Budgetary)	\$ 417,319			\$ 417,319	\$ 933,525	Budgetary Balance**

Community Dev. Management:						
Beginning Balance	\$ 147,879			\$ 147,879	\$ 119,283	
Revenues	\$ 1,027,258	\$ 85,605	\$ 92,884	\$ 342,419	\$ 354,181	103%
Expenditures	\$ 1,044,722	\$ 87,060	\$ 69,047	\$ 348,241	\$ 326,021	94%
Ending Balance/Contingency (Budgetary)	\$ 130,415			\$ 130,415	\$ 147,443	Budgetary Balance**

Insurance Funds & PERS Reserve Funds:						
Beginning Balance	\$ 4,101,220			\$ 4,101,220	\$ 4,099,922	
Revenues	\$ 1,307,072	\$ 108,923	\$ 172,471	\$ 435,691	\$ 495,501	114%
Expenditures	\$ 1,092,049	\$ 91,004	\$ 56,180	\$ 364,016	\$ 631,439	173%
Ending Balance/Contingency (Budgetary)	\$ 4,316,243			\$ 4,316,243	\$ 3,963,984	Budgetary Balance**

Administrative Services Fund:						
Beginning Balance	\$ 1,029,846			\$ 1,029,846	\$ 1,129,278	
Revenues	\$ 3,540,037	\$ 295,003	\$ 305,884	\$ 1,180,012	\$ 1,184,226	100%
Expenditures	\$ 3,600,392	\$ 300,033	\$ 269,721	\$ 1,200,131	\$ 1,063,114	89%
Transfers out	\$ 60,000	\$ 5,000	\$ -	\$ 20,000	\$ 60,000	300%
Ending Balance/Contingency (Budgetary)	\$ 909,491			\$ 909,491	\$ 1,190,390	Budgetary Balance**

**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

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unaudited Budget to Actuals

	ANNUAL BUDGET		October BUDGET		October ACTUAL ***		% OF MONTH BUDGET		YEAR-TO-DATE ACTUAL ***		% OF YEAR-TO-DATE BUDGET		
Jos. County/City of GP Solid Waste Agency:													
Beginning Balance	\$	2,526,129								\$	2,526,129	\$	2,201,833
Revenues	\$	340,770	\$	28,398	\$	30,909	109%			\$	113,590	\$	159,258
Expenditures	\$	464,600	\$	38,717	\$	7,850	20%			\$	154,867	\$	26,289
Ending Balance/Contingency (Budgetary)	\$	2,402,299								\$	2,402,299	\$	2,334,802
													Budgetary Balance**

* Budget revenues exclude beginning balances. Budget expenditures exclude contingencies and ending balances.

** Budgetary Balance refers to total fund balance excluding capital assets, long-term debt, and interfund loans.

*** Actual columns represents the expenditures and revenues received in the month for the current fiscal year. Depending on the program these results may run approximately 1/2 month behind given the fiscal year-end accruals that will be recorded at the end of each fiscal year. For the months of August-May month-to-date results are fairly representative of a typical month (barring seasonality issues and a handful of revenue items received in August). At fiscal year-end, any revenues due at June 30th received by August 31st in Governmental Funds will be recognized as revenue in the prior fiscal year. In this same manner, all expenditures due at June 30th (which are generally paid by July 31st) are also recorded to the prior fiscal year. Thus the July and August report may not reflect a typical month and the June report will have higher than average revenues and expenditures.

				Average Yield		
Investments:						
Oregon State LGIP	\$	37,718,985		1.03%		
Bank Savings & Money Market	\$	211,785		0.10%		
Federal Government Bonds	\$	9,986,189		1.22%		
Bank Time Deposits	\$	7,285,940		1.17%		
TOTAL	\$	55,202,899		1.08%	Overall Average	

Debt Outstanding:			
Public Safety General Obl. Bonds	\$	2,875,000	
City Wastewater Utility and RSSSD - 2009 Refunding Bonds	\$	2,910,000	
City Water General Obl. Bonds	\$	3,490,000	
Total Non-Bonded Debt	\$	-	
TOTAL	\$	9,275,000	
			Bonded Debt % of Legal Limit (est.) 2.81%

**CITY OF GRANTS PASS
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November 30, 2016

unaudited Budget to Actuals

ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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General Fund:	ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
Revenues							
Beginning Balance	\$ 11,568,670				\$ 11,568,670	\$ 13,339,337	
Property Tax	\$ 17,312,215	\$ 1,442,685	\$ 6,774,743	470%	\$ 7,213,423	\$ 6,898,325	96%
Franchise & Other Taxes	\$ 3,368,530	\$ 280,711	\$ 121,995	43%	\$ 1,043,554	\$ 1,046,637	75%
Licenses & Permits	\$ 364,000	\$ 30,333	\$ 53,709	177%	\$ 151,667	\$ 241,551	159%
Inter-Governmental & Grants	\$ 1,730,300	\$ 144,192	\$ 193,240	134%	\$ 720,958	\$ 519,894	72%
Fees & Charges for Service	\$ 1,991,850	\$ 165,988	\$ 196,569	118%	\$ 829,938	\$ 1,026,814	124%
Interest Income (misc)	\$ 86,000	\$ 7,167	\$ 1,937	27%	\$ 35,833	\$ 29,852	83%
Other Revenue	\$ 183,925	\$ 15,327	\$ 5,313	35%	\$ 76,635	\$ 30,363	40%
Transfers	\$ 1,356,300	\$ 113,025	\$ 415,775	368%	\$ 565,125	\$ 911,213	161%
TOTAL RESOURCES	\$ 37,961,790	\$ 2,199,427	\$ 7,763,281	353%	\$ 22,565,803	\$ 24,043,986	107%
Expenditures							
Council and General Operations	\$ 1,647,568	\$ 137,297	\$ 34,837	25%	\$ 686,487	\$ 460,300	67%
Public Safety	\$ 19,653,890	\$ 1,637,824	\$ 1,507,921	92%	\$ 8,189,121	\$ 7,260,216	89%
Parks & Recreation	\$ 2,162,781	\$ 180,232	\$ 137,086	76%	\$ 901,159	\$ 762,594	85%
Community Development	\$ 1,410,865	\$ 117,572	\$ 101,153	86%	\$ 587,860	\$ 488,400	83%
Economic Dev/Tourism/Downtown Dev.	\$ 1,075,227	\$ 89,602	\$ 127,673	142%	\$ 448,011	\$ 440,735	98%
Transfers out	\$ 2,110,500	\$ 175,875	\$ -	0%	\$ 879,375	\$ 1,720,000	196%
Contingency & Ending Balance (Budgetary)	\$ 8,985,988				\$ 8,985,988	\$ 11,812,406	
Ending Balance Building (Budgetary Basis)	\$ 914,971				\$ 914,971	\$ 1,099,335	
TOTAL REQUIREMENTS	\$ 37,961,790	\$ 2,338,403	\$ 1,908,670	82%	\$ 21,592,972	\$ 24,043,986	

Fund Balance End of Period GAAP Basis (Includes Interfund Loans Out \$1,460,000) \$ 14,371,741

Transient Room Tax:	ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
Beginning Balance	\$ 168,500				\$ 168,500	\$ 216,958	
Revenues	\$ 1,464,200	\$ 122,017	\$ 157,409	129%	\$ 610,083	\$ 892,419	146%
Expenditures	\$ 10,900	\$ 908	\$ 625	69%	\$ 4,541.67	\$ 3,125	69%
Transfers out	\$ 1,571,800	\$ 130,983	\$ 492,365	376%	\$ 654,917	\$ 1,079,068	165%
Ending Balance/Contingency (Budgetary)	\$ 50,000				\$ 50,000	\$ 27,184	Budgetary Balance**

**CITY OF GRANTS PASS
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unaudited Budget to Actuals

	ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR- TO-DATE BUDGET	YEAR- TO-DATE ACTUAL ***	% OF YEAR- TO-DATE BUDGET
Street Utility:							
Beginning Balance	\$ 1,310,749				\$ 1,310,749	\$ 1,333,200	
Revenues	\$ 3,062,044	\$ 255,170	\$ 273,712	107%	\$ 1,275,852	\$ 1,159,665	91%
Transfers in	\$ 385,500	\$ 32,125	\$ -	0%	\$ 160,625	\$ -	0%
Expenditures	\$ 2,386,224	\$ 198,852	\$ 149,179	75%	\$ 994,260	\$ 740,495	74%
Transfers out	\$ 1,665,000	\$ 138,750	\$ 9,684	7%	\$ 693,750	\$ 1,117,040	161%
Ending Balance/Contingency (Budgetary)	\$ 707,069				\$ 707,069	\$ 635,330	Budgetary Balance**
CD Block Grant / HUD:							
Beginning Balance	\$ 939,000				\$ 939,000	\$ 958,040	
Revenues	\$ 410,100	\$ 34,175	\$ 57,397	168%	\$ 170,875	\$ 64,189	38%
Expenditures	\$ 875,000	\$ 72,917	\$ 9,665	13%	\$ 364,583	\$ 25,526	7%
Ending Balance/Contingency (Budgetary)	\$ 474,100				\$ 474,100	\$ 996,703	Budgetary Balance**
Debt Service, Gen Obligation and Bancroft:							
Beginning Balance	\$ 76,850				\$ 76,850	\$ 166,548	
Revenues	\$ 3,291,600	\$ 274,300	\$ 458,161	167%	\$ 1,371,500	\$ 512,570	37%
Expenditures	\$ 1,303,100	\$ 108,592	\$ 63,383	58%	\$ 542,958	\$ 68,628	13%
Transfers out	\$ 2,000,000	\$ 166,667	\$ -	0%	\$ 833,333	\$ -	0%
Ending Balance/Contingency (Budgetary)	\$ 65,350				\$ 65,350	\$ 610,490	Budgetary Balance**
Transportation Capital Projects:							
Beginning Balance	\$ 3,527,577				\$ 3,527,577	\$ 4,522,778	
Revenues	\$ 1,956,750	\$ 163,063	\$ 110,145	68%	\$ 815,313	\$ 895,633	110%
Transfers in	\$ 2,015,000	\$ 167,917	\$ 9,684	6%	\$ 839,583	\$ 1,467,040	175%
Expenditures	\$ 7,469,327	\$ 622,444	\$ 247,725	40%	\$ 3,112,220	\$ 2,380,410	76%
Transfers out	\$ 30,000	\$ 2,500	\$ -	0%	\$ 12,500	\$ 30,000	240%
Ending Balance/Contingency (Budgetary)	\$ -				\$ -	\$ 4,475,041	Budgetary Balance**

**CITY OF GRANTS PASS
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unaudited Budget to Actuals

ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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Solid Waste and Capital Projects:												
Beginning Balance	\$	1,574,087		\$	1,574,087	\$	1,577,659					
Revenues	\$	696,310	\$	58,026	\$	29,386	51%	\$	290,129	\$	188,577	55%
Transfers in	\$	5,000	\$	417	\$	-	0%	\$	2,083	\$	-	0%
Expenditures	\$	2,013,565	\$	167,797	\$	61,595	37%	\$	838,985	\$	265,893	32%
Transfers out	\$	29,000	\$	2,417	\$	-	0%	\$	12,083	\$	-	0%
Ending Balance/Contingency (Budgetary)	\$	232,832			\$	232,832		\$	1,500,343		Budgetary Balance**	

Storm Drain and Capital Projects:												
Beginning Balance	\$	200,058			\$	200,058		\$	355,069			
Revenues	\$	25,500	\$	2,125	\$	17,895	842%	\$	10,625	\$	85,296	803%
Transfers in	\$	80,000	\$	6,667	\$	-	0%	\$	33,333	\$	80,000	240%
Expenditures	\$	305,558	\$	25,463	\$	13,991	55%	\$	127,316	\$	27,335	21%
Ending Balance/Contingency (Budgetary)	\$	-			\$	-		\$	493,030		Budgetary Balance**	

Lands and Buildings Capital Projects:												
Beginning Balance	\$	4,054,575			\$	4,054,575		\$	4,672,622			
Revenues	\$	5,310,626	\$	442,552	\$	105,429	24%	\$	2,212,761	\$	186,897	8%
Transfers in	\$	4,018,500	\$	334,875	\$	-	0%	\$	1,674,375	\$	1,311,265	78%
Expenditures	\$	13,383,701	\$	1,115,308	\$	125,318	11%	\$	5,576,542	\$	446,658	8%
Ending Balance/Contingency (Budgetary)	\$	-			\$	-		\$	5,724,126		Budgetary Balance**	

Wastewater Fund:												
Beginning Balance	\$	2,528,197			\$	2,528,197		\$	2,773,126			
Revenues	\$	6,230,150	\$	519,179	\$	529,507	102%	\$	2,595,896	\$	2,756,071	106%
Expenditures	\$	4,493,408	\$	374,451	\$	384,207	103%	\$	1,872,253	\$	1,412,815	75%
Transfers out	\$	3,143,300	\$	261,942	\$	-	0%	\$	1,309,708	\$	2,600,000	199%
Ending Balance/Contingency (Budgetary)	\$	1,121,639			\$	1,121,639		\$	1,516,382		Budgetary Balance**	

Wastewater Capital Projects:												
Beginning Balance	\$	4,974,389			\$	4,974,389		\$	6,721,888			
Revenues	\$	200,000	\$	16,667	\$	82,427	495%	\$	83,333	\$	280,347	336%
Transfers in	\$	3,248,300	\$	270,692	\$	-	0%	\$	1,353,458	\$	2,705,000	200%
Expenditures	\$	8,422,689	\$	701,891	\$	97,301	14%	\$	3,509,454	\$	739,699	21%
Ending Balance/Contingency (Budgetary)	\$	-			\$	-		\$	8,967,536		Budgetary Balance**	

**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

November 30, 2016

unaudited Budget to Actuals

	ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR- TO-DATE BUDGET	YEAR- TO-DATE ACTUAL ***	% OF YEAR- TO-DATE BUDGET
Water Fund:							
Beginning Balance	\$ 2,535,517				\$ 2,535,517	\$ 2,386,840	
Revenues	\$ 6,593,764	\$ 549,480	\$ 434,197	79%	\$ 2,747,402	\$ 3,139,937	114%
Expenditures	\$ 4,464,918	\$ 372,077	\$ 717,972	193%	\$ 1,860,383	\$ 1,775,106	95%
Transfers out	\$ 3,560,000	\$ 296,667	\$ -	0%	\$ 1,483,333	\$ 2,560,000	173%
Ending Balance/Contingency (Budgetary)	\$ 1,104,363				\$ 1,104,363	\$ 1,191,671	Budgetary Balance**
Water Capital Projects:							
Beginning Balance	\$ 5,433,007				\$ 5,433,007	\$ 7,395,987	
Revenues	\$ 167,000	\$ 13,917	\$ 59,624	428%	\$ 69,583	\$ 262,378	377%
Transfers in	\$ 3,655,000	\$ 304,583	\$ -	0%	\$ 1,522,917	\$ 2,655,000	174%
Expenditures	\$ 9,255,007	\$ 771,251	\$ 12,273	2%	\$ 3,856,253	\$ 97,356	3%
Ending Balance/Contingency (Budgetary)	\$ -				\$ -	\$ 10,216,009	Budgetary Balance**
Vehicle Maintenance							
Beginning Balance	\$ 311,970				\$ 311,970	\$ 413,172	
Revenues	\$ 687,962	\$ 57,330	\$ 55,286	96%	\$ 286,651	\$ 279,725	98%
Loan	\$ 554,000	\$ 46,167	\$ -	0%	\$ 230,833	\$ -	0%
Expenditures	\$ 962,020	\$ 80,168	\$ 68,373	85%	\$ 400,842	\$ 310,723	78%
Transfers out	\$ 554,000	\$ 46,167	\$ -	0%	\$ 230,833	\$ -	0%
Ending Balance/Contingency (Budgetary)	\$ 37,912				\$ 37,912	\$ 382,174	Budgetary Balance**
Vehicle & Equipment Replacement							
Beginning Balance	\$ 3,598,000				\$ 3,598,000	\$ 3,757,073	
Revenues	\$ 543,422	\$ 45,285	\$ 42,535	94%	\$ 226,426	\$ 222,748	98%
Expenditures	\$ 1,343,200	\$ 111,933	\$ 37,647	34%	\$ 559,667	\$ 320,213	57%
Ending Balance/Contingency (Budgetary)	\$ 2,798,222				\$ 2,798,222	\$ 3,659,608	Budgetary Balance**
Information Technology:							
Beginning Balance	\$ 199,128				\$ 199,128	\$ 198,597	
Revenues	\$ 881,600	\$ 73,467	\$ 73,291	100%	\$ 367,333	\$ 367,071	100%
Expenditures	\$ 824,102	\$ 68,675	\$ 55,240	80%	\$ 343,376	\$ 335,066	98%
Ending Balance/Contingency (Budgetary)	\$ 256,626				\$ 256,626	\$ 230,602	Budgetary Balance**

CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT

November 30, 2016
unaudited Budget to Actuals

ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL ***	% OF YEAR-TO-DATE BUDGET
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Property Management:

Beginning Balance	\$ 279,732	\$		\$ 279,732	\$ 414,015	
Revenues	\$ 719,391	\$ 59,949	\$ 56,905	\$ 299,746	\$ 285,192	95%
Expenditures	\$ 725,023	\$ 60,419	\$ 68,881	\$ 302,093	\$ 258,616	86%
Transfers out	\$ 40,000	\$ 3,333	\$ -	\$ 16,667	\$ 40,000	240%
Ending Balance/Contingency (Budgetary)	\$ 234,100	\$	\$	\$ 234,100	\$ 400,591	Budgetary Balance**

Engineering:

Beginning Balance	\$ 462,421	\$		\$ 462,421	\$ 941,549	
Revenues	\$ 962,200	\$ 80,183	\$ 59,386	\$ 400,917	\$ 328,299	82%
Expenditures	\$ 1,007,302	\$ 83,942	\$ 77,052	\$ 419,709	\$ 353,989	84%
Ending Balance/Contingency (Budgetary)	\$ 417,319	\$	\$	\$ 417,319	\$ 915,859	Budgetary Balance**

Community Dev. Management:

Beginning Balance	\$ 147,879	\$		\$ 147,879	\$ 119,283	
Revenues	\$ 1,027,258	\$ 85,605	\$ 85,215	\$ 428,024	\$ 439,396	103%
Expenditures	\$ 1,044,722	\$ 87,060	\$ 71,241	\$ 435,301	\$ 397,262	91%
Ending Balance/Contingency (Budgetary)	\$ 130,415	\$	\$	\$ 130,415	\$ 161,417	Budgetary Balance**

Insurance Funds & PERS Reserve Funds:

Beginning Balance	\$ 4,101,220	\$		\$ 4,101,220	\$ 4,099,922	
Revenues	\$ 1,307,072	\$ 108,923	\$ 18,922	\$ 544,613	\$ 514,423	94%
Expenditures	\$ 1,092,049	\$ 91,004	\$ 16,681	\$ 455,020	\$ 648,120	142%
Ending Balance/Contingency (Budgetary)	\$ 4,316,243	\$	\$	\$ 4,316,243	\$ 3,966,225	Budgetary Balance**

Administrative Services Fund:

Beginning Balance	\$ 1,029,846	\$		\$ 1,029,846	\$ 1,129,278	
Revenues	\$ 3,540,037	\$ 295,003	\$ 290,126	\$ 1,475,015	\$ 1,474,352	100%
Expenditures	\$ 3,600,392	\$ 300,033	\$ 258,116	\$ 1,500,163	\$ 1,321,230	88%
Transfers out	\$ 60,000	\$ 5,000	\$ -	\$ 25,000	\$ 60,000	240%
Ending Balance/Contingency (Budgetary)	\$ 909,491	\$	\$	\$ 909,491	\$ 1,222,400	Budgetary Balance**

**CITY OF GRANTS PASS
MONTHLY FINANCIAL REPORT**

November 30, 2016
unaudited Budget to Actuals

	ANNUAL BUDGET	November BUDGET	November ACTUAL ***	% OF MONTH BUDGET	YEAR- TO-DATE BUDGET	YEAR- TO-DATE ACTUAL ***	% OF YEAR- TO-DATE BUDGET
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Jos. County/City of GP Solid Waste Agency:

Beginning Balance	\$ 2,526,129				\$ 2,526,129	\$ 2,201,833	
Revenues	\$ 340,770	\$ 28,398	\$ 27,636	97%	\$ 141,988	\$ 186,894	132%
Expenditures	\$ 464,600	\$ 38,717	\$ 16,816	43%	\$ 193,583	\$ 43,105	22%
Ending Balance/Contingency (Budgetary)	\$ 2,402,299				\$ 2,402,299	\$ 2,345,622	Budgetary Balance**

* Budget revenues exclude beginning balances. Budget expenditures exclude contingencies and ending balances.

** Budgetary Balance refers to total fund balance excluding capital assets, long-term debt, and interfund loans.

*** Actual columns represents the expenditures and revenues received in the month for the current fiscal year. Depending on the program these results may run approximately 1/2 month behind given the fiscal year-end accruals that will be recorded at the end of each fiscal year. For the months of August-May month-to-date results are fairly representative of a typical month (barring seasonality issues and a handful of revenue items received in August). At fiscal year-end, any revenues due at June 30th received by August 31st in Governmental Funds will be recognized as revenue in the prior fiscal year. In this same manner, all expenditures due at June 30th (which are generally paid by July 31st) are also recorded to the prior fiscal year. Thus the July and August report may not reflect a typical month and the June report will have higher than average revenues and expenditures.

Investments:

		Average Yield		Overall Average
Oregon State LGIP	\$ 42,333,337	1.03%		
Bank Savings & Money Market	\$ 211,802	0.10%		
Federal Government Bonds	\$ 10,933,633	1.23%		
Bank Time Deposits	\$ 7,294,097	1.17%		
TOTAL	\$ 60,772,868		1.08%	

Debt Outstanding:

Public Safety General Obl. Bonds	\$ 2,875,000
City Wastewater Utility and RSSSD - 2009 Refunding Bonds	\$ 2,910,000
City Water General Obl. Bonds	\$ 3,100,000
Total Non-Bonded Debt	\$ -
TOTAL	\$ 8,885,000
Bonded Debt % of Legal Limit (est.)	2.81%

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

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

Swear in Police Officers: Jordan Pratt and Robert Gilinsky

Elect Council President:

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

1. PUBLIC COMMENT:

2. PUBLIC HEARINGS

- a. Ordinance amending a public installed Advance Finance District TR4571 for West Harbeck Road Improvements (Street, Storm Drain, Irrigation, and Water).

Councilor Lindsay moved and Councilor Riker seconded that this item be deferred to the first Council meeting in February and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- b. Ordinance amending a public installed Reimbursement District (TR5008) for Rogue River Highway Phase 2 Waterline Extension.

Councilor Lindsay moved and Councilor Riker seconded that this item be deferred to the first Council meeting in February and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- c. Ordinance amending public installed Advance Finance Districts (WA4366 & TR4366) for "N" Street Water, Road & Storm Drain Improvements.

Councilor Lindsay moved and Councilor Riker seconded that this item be deferred to the first Council meeting in February and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

3. CONSENT AGENDA:

- a. Resolution renaming the Allen Creek Sports Park Task Force to the Sports Complex Task Force.

RESOLUTION NO. 17-6494

Councilor Roler moved and Councilor Lovelace seconded that Resolution 17-6494 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- b. Resolution approving the street closure of 'B' Street for the March for Life event.

RESOLUTION NO. 17-6495

Councilor Roler moved and Councilor Lovelace seconded that Resolution 17-6495 be adopted and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- c. Motion approving the addition of two supervisory full-time positions in the Public Safety Police Division in FY'17.

Councilor Roler moved and Councilor Lovelace seconded to approve the addition of two supervisory full-time positions in the Public Safety Division in FY'17 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- d. Motion acknowledging the receipt of the monthly and quarterly financial reports for the quarter ending September 2016.

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

- e. Motion approving the minutes of the City Council meeting of December 7, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the City Council meeting of December 7, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None.

Abstain: None. Absent: None. The motion passed.

- f. Motion approving the minutes of the City Council special meeting of December 12, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the City Council special meeting of December 12, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- g. Motion approving the minutes of the City Council special meeting of December 19, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the City Council special meeting of December 19, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- h. Motion acknowledging the minutes of the Committee on Public Art special meeting of September 22, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Committee on Public Art special meeting of September 22, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- i. Motion acknowledging the minutes of the Committee on Public Art meeting of November 8, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Committee on Public Art meeting of November 8, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- j. Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of November 8, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Bikeways and Walkways Committee meeting of November 8, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- k. Motion acknowledging the minutes of the Grants Pass Parks Advisory Board meeting of November 10, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Grants Pass Parks Advisory Board meeting of November 10, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- I. Motion acknowledging the minutes of the Urban Tree Advisory Committee meeting of November 14, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Urban Tree Advisory Committee meeting of November 14, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

- m. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of November 30, 2016.

Councilor Roler moved and Councilor Lovelace seconded to approve the minutes of the Urban Area Planning Commission meeting of November 30, 2016 and the vote resulted as follows: "Ayes": Anderson, Eames, Flaming, Lindsay, Lovelace, Riker, Roler and Sharp. "Nays": None. Abstain: None. Absent: None. The motion passed.

4. COUNCIL ACTION:

- a. Resolution to override veto to Resolution No. 16-6492 authorizing an intergovernmental agreement between the City of Grants Pass and the Grants Pass Irrigation District.

Mayor Fowler called for a roll call vote to override the veto and the vote resulted as follows: Anderson – no, Eames – no, Flaming – no, Lindsay – no, Lovelace – yes, Riker – yes, Roler – no, Sharp – no.

5. MATTERS FROM MAYOR, COUNCIL AND STAFF:

- a. Review Mayor/Council emails.

None.

- b. Committee Liaison reports.

- c. Committee Motions.

None.

6. EXECUTIVE SESSION: None.

7. ADJOURN:

There being no further business to come before the Council, Mayor Fowler adjourned the meeting at 7:53 p.m.

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

City Recorder

HISTORICAL BUILDINGS AND SITES COMMISSION

MEETING MINUTES

October 20, 2016 – 6:00 P.M.

Courtyard Conference Room

A. ROLL CALL:

The Historical Buildings and Sites Commission met in regular session on the above date with Chair Ward Warren presiding. Vice Chair Dan McBerty and Commissioners Arden McConnell, Virginia Ford, Shirley Holzinger, and Kathy Marshbank were present. City Council Liaison Dennis Roler was also present. Representing the City staff was Parks & Community Development (hereafter: PCD) Planner Justin Gindlesperger.

B. APPROVAL OF MINUTES:

- **August 18, 2016**
- **September 1, 2016**

MOTION/VOTE

Commissioner Holzinger moved and Commissioner Ford seconded the motion to approve the minutes from August 18, 2016 and September 1, 2016 as presented. The vote resulted as follows: "AYES": Vice Chair McBerty and Commissioners McConnell, Holzinger, Ford, and Marshbank. "NAYS": None. Abstain: Warren. Absent: None.

The motion passed.

C. Finding of Fact:

- **303-00102-16 Flores Taqueria "H" St**

Chair Warren disclosed that the findings of fact were approved and signed by the Chair.

D. Promotions for expanded Historic District discussion

- Commissioner Warren explained to the commission that there was a delay on the Historic District map due to Shirley not receiving an email sent by Jon Bowen. They have worked this out and Shirley is about half way done putting together one to two sentence descriptions of each building on the list.

Commissioner Warren suggested to Shirley that she keep it as brief as she can while still being relevant in order to fit the information on the printed map.

- Commissioner Warren will be going back on KAJO for a follow-up to his original community spotlight discussion. He will promote the map when it is complete.
- Commissioner Warren discussed the Historical Society column in the newspaper. He would like to connect with Joan Momsen and get some ideas over to her to have added to one of their regular articles.
- Commissioner Warren brought up the desire to have promotions in social media. Justin advised the commission that there is a social media policy through the Administration department. If members of the HBSC were to manage the page they would need to be careful to follow the social media policy, however if they were to have a page that didn't have any affiliation to this committee that would be fine.
- Justin will email a copy of the social media policy to the commission. Just a word of caution to be careful. Justin will email social media policy.
- The commission had a discussion on a possible Facebook page and whether it would be managed through the City or by members of the HBSC.
- Commissioner Warren stated that there are a number of things that can be added to the City website as updates to the HBSC page.
- Councilor Roler suggested that the commission reach out to Jon about what he has on the Experience Grants Pass website. He knows that there is information in the travel guide but he isn't sure if it is also on the website.

E. Historic Cemeteries discussion

- Commissioners McConnell and Ford attended an event held by the Oregon State Commission on Historic Cemeteries.
- There is a story in the paper tonight regarding the Historic Society and mentions Commissioner Ford's story on Croxton Memorial Park.
- Commissioner McConnell would like to work on having Odd Fellow's recognized as a historic cemetery as well.
- Commissioner McConnell let the commission know that there are grants available from Historical Cemeteries if the City were to become a Certified Local Government (Hereafter: CLG).

- Commissioner McConnell will likely be contacting them about establishing the Odd Fellows and other cemeteries out in the county as historic cemeteries.

F. Serial Meetings discussion

- Justin gave the commission a reminder to be mindful of public meetings law and to not daisy chain decisions outside of public meetings.
- This is just a reminder to be careful to not reach a quorum in email threads or outside meetings, not a reprimand.

G. Commission Goals 2017 discussion

- The commission goals are due by the November 30th.
- Commissioner Warren suggested that the commission have a discussion of the goals they would like to see and finalize them at the next meeting.
- Commissioner McConnell suggested finding new funding avenues as a goal. Commissioner Warren mentioned that he attended a commission/committee Chairs meeting at which the mayor mentioned that there is a fund for committees and commissions. He suggested that the commission make it a goal to request some of those funds to go towards the production of promotional items for the Historic District. This would include the printed maps and/or brochures and signs pointing to the Historic District around town. He suggested that ODOT might be willing to pay for some signage on state roads.
- Commissioner Warren would like to see more murals in the Historic District that are history based. He let the commission know that the mayor had made a comment that the murals located in the Historic District really need to be historic in nature. Commissioner Warren agrees with that and suggested that there should be a policy in place that stipulates if the city is going to fund projects that are in the Historic District they need some historic significance.
- Commissioner Warren would like to see informational plaques or signs on buildings and money budgeted for that as a goal.
- The commission would like to move forward with getting the city established as a CLG. Commissioner Warren requested additional information from City staff to have at the next meeting so that the commission can decide if this is the right direction to move forward with.

- It was suggested to identify areas that murals can be placed within the Historic District and move forward from that point.
- The Commission had a discussion on the guidelines that were going to be collaborated on with COPA. Councilor Roler let the Commission know that a draft of guidelines came to Council for approval and were reviewed. Changes were suggested and then it went back to COPA. The Council requested that artists need to give a realistic budget before they start and have it finished in a reasonable timeline.
- The commission discussed that if there is any public funding supplied to a mural within the Historic District it needs to be a historic mural even if they are a building that originally were an opt out.
- Justin gave the commission the goals they had established last year as a point of reference.
- It was suggested that there need to be perks and incentives to keep people in the Historic District. Currently the perks would be inclusion in the promotional materials, including the maps, and potentially having plaques and informational items on the building.
- Commissioner McConnell mentioned that there are matching grants available through SHPO for the rehabilitation and preservation of historic resources listed in the national register of historic places to CLG. She asked where they had left off at with establishing Grants Pass as a CLG.
- Justin let the commission know that did bring in an outside contractor that updated the development code. In order for a community to become a CLG their code needs to match the model code put out by SHPO. Unfortunately due to staffing constraints they have not been able to go through the current code and make the necessary revisions as of yet. He advised the commission that the Department of Land Conservation Development will be making changes that should be complete by mid-January. They will not be able to proceed with the code changes necessary for SHPO approval until after that time.
- Commissioner Warren asked what the time frame would be for the changes once the time comes. Justin was unable to give the commission a time frame but assured them that it would be minimal changes and wording revisions. He

advised that the information is posted on the SHPO website and the items are highlighted as to what exactly has to be in the code in order to qualify.

- Councilor Roler recommended that the commission explain what a CLG is when it is presented as a goal with what it means in reality and availability of grants. Commissioner McConnell let it be known that the deadlines for the grants for 2017 are due in the spring.
- Commissioner Warren mentioned that COPA is working with Scott Lindberg, the City grant writer, and that HBSC should be as well. He would like to have a subcommittee for this.
- Commissioner McConnell volunteered to work on grants with Scott. Commissioner Marshbank volunteered to spearhead the social media venture if it moves forward. If not she would be happy to help Arden with the grant writing subcommittee.
- The commission had a discussion on the goal from last year of updating the landmark inventory. There are additional landmarks that the commission would like to add but they have not been moved on as of yet. A letter will need to be drafted to send out to the building owners for approval. Commissioner Holzinger said she would be able to help with the draft but she is working on other projects as well. Draft letter to send to the building owner. Shirley can help on it but she is working on other projects. The building owners want to know what the parameters are before they'll agree to land marking.
- The commission had a discussion on painting non-approved colors within the Historic District; they would like to explore the idea of requiring a permit to paint within the Historic District.
- The commission would like to see handouts of the guidelines go out when someone opens a business in the Historic District. This could be done when they go in for a business license. Justin clarified that if someone comes in to get a permit they have to follow the guidelines, they do go over them with the applicant. Justin requested that the commission draft something to go out at the time business licenses are approved and staff will make sure that it is distributed. Commissioners McConnell and Holzinger agreed to work on this. Commissioner Warren said that he could also provide input.

- Commissioner McConnell will draft a letter to send out to potential landmark locations to urge the owner's approval; she would like to see this on City letter head. The letter would need to specify that if future changes to your property do not meet existing city guidelines the changes will be subject to review by the HBSC. Incentives within this letter would be the possibility of grants/funding for future preservation, plaques, promotion on the City's website, addition to the map, etc.
- Commissioner McConnell let the commission know that the items currently on the landmark list are as follows: the diversion dam, Caveman Bridge, Riverside Park, the original Riverside School (Coalition for Kids), Croxton Memorial Park, Grants Pass Pharmacy, Fruitdale Grange, and the Old Railroad Bridge. The Elks Club would also be a consideration if mid-century modern is approved by the commission.
- Commissioner Warren requested that a clean copy of the list is given to Dennis to bring to Council.
- Commissioner Warren requested that mid-century modern is placed on the next agenda. Commissioner McConnell let the commissioner know that she has documents to present on mid-century modern for that meeting.

H. Items from Staff

- Discussed in goals conversation.

I. Items from Public

- None.

J. Items from Commissioners

- Commissioner Warren asked if Justin can double check on the black paint.
- Commissioner Warren is going to review the SHPO website on the CLG requirements and follow up at the next meeting. Justin let him know that Kuri Gill is the CLG coordinator and is a good resource.
- Commissioner McConnell suggested that Mr. Flores is made aware that the HBSC was able to get a decision for them in only two weeks due to the new streamlined process and having additional meetings. Commissioner Warren

suggested that may be better suited to a news release. This will be discussed next meeting.

- Commissioner Warren asked if there was a way to streamline the process to make changes to the agenda. Justin clarified that they can be sent to him they just need to be turned in no later than one week prior to the next meeting in order for changes to be made in the packet.
- (**Due to a malfunction in the recording equipment**) Commissioner Marshbank noted the discussion regarding OnlineAuction.com relating to businesses that are gone but still have signage was missing from the minutes.

K. Adjournment

Next meeting: November 17, 2016

These minutes were prepared by Carlie Appling, Administration Department, City of Grants Pass.

TOURISM ADVISORY COMMITTEE
Meeting Minutes – November 8, 2016 at 4:00 pm
Courtyard Conference Room

Committee Members:

Barbara Hochberg (Chair)
Wynniss Grow (Vice Chair) - absent
Terry Hopkins
Colene Martin – arrived late
Robert Hamlyn – arrived late
Tamara Bushnell - absent
Doug Bradley
Mary Groves
Tina Gotchall

City/Staff/Council Liaisons:

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

Guests:

Germaine Cartmell

1. **INTRODUCTIONS**
2. **REVIEW/APPROVAL OF MINUTES (OCTOBER 11, 2016)**

MOTION/VOTE

Committee Member Bradley moved and Committee Member Groves seconded the motion to approve the minutes from October 11, 2016 as presented. The vote resulted as follows: “AYES”: Committee Members Bradley, Groves, Hochberg, Hopkins, Gotchall. “NAYS”: None. Abstain: None. Absent: Members Grow, Martin, Hamlyn, and Bushnell. The motion passed.

3. **GOALS FOR 2017**
 - Valerie Lovelace and Robert Hamlyn joined the meeting.
 - Committee discussed their goals for 2017 which are the Balloon Festival, the new trolley, Sports Complex, Mobile Kitchen, Wayfinding, and Porchfest on Washington Blvd.
 - Mobile Kitchen is almost ready to go. This would complete last year goal.
 - Mayor Fowler mentioned year-round Carnival-style lights crossing the street at G & H, 6th to 4th on the light poles. This was also a City Council goal.
 - Possibility of a plaza area at 5th and G streets and increasing lighting for the area since it is pretty dark there.
 - Banquet facilities are needed. The Lodge at the Riverside is remodeling and the banquet room will be unavailable for over a year and it will be slightly smaller after renovations. Merlin (Grants Pass Armory) is an option, with over 8000 sq. ft. Discussion of a few other possible events such as the Vintage Trailer Rally, and the Bicycle Grand Prix.

- Jon Bowen discussed moving forward with Rogue Allure as a tourism goal. It would have a sizeable equipment purchase but the City would own that equipment.
- “50 things to do in Grants Pass” list. This is something that can be placed in every business downtown.

4. TROLLEY TOPIC

- Discussion of the Trolley continued from last meeting. Group would like a new trolley and need to define what they would want. Next step is to send out RFP.

5. UPDATES ON JUNE 2017 EVENT

- Chair Hochberg stated there is no update at this time. There are still some logistics to work through.

6. TOURISM REPORT-MONTHLY UPDATE

- Jon Bowen gave the tourism report.
 - Art Along the Rogue. It was a great event.
 - Balloon Festival – Possibly 10 regional balloons with very experienced Balloonmeisters. Each balloonist is required to have their own insurance which would keep liability way down.
 - Advertising. There was a full page ad each month as well as advertising in Travel Oregon and the summer edition of USA Today.
 - Merchant meeting discussion. The Magic of Christmas, and Shop and Win. There is a great vibe with the downtown merchants right now. The vagrancy issue is still number one as a negative for the merchants.
 - The Magic of Christmas is a tourism goal to bring citizens from other areas to Grants Pass for Christmas.
 - Shop and Win became Shop, Dine, and Win and will kick off on November 18. Other key shopping days are Small Business Saturday November 26 and Black Friday.
 - Downtown Tree Lighting was moved to Black Friday.
 - Downtown Newsletter was distributed.
 - City Employee Art Show at the Downtown Center.
 - The Oregonian had a travel show along with Southern Oregon Partners that turned out great.

7. ELECT A NEW CHAIRPERSON

- Committee member Martin nominated Chair Hochberg to continue on as Chairperson.

MOTION/VOTE

Committee Member Martin moved and Committee Member Bradley seconded the motion to have Barbara Hochberg continue on as the Committee Chair. The vote resulted as follows: “AYES”: Committee Members Bradley, Hochberg, Hopkins, Hamlyn, Groves, and Gotchall, and Martin. “NAYS”: None. Abstain: None.

Absent: Members Grow and Bushnell.

The motion passed.

8. COMMENTS AND UPDATES FROM THE COMMITTEE

- Group discussed tourism in the Applegate and the Cannabis industry.
- Committee member Martin discussed Porchfest. Linda Scott would like to speak to this group about it.
- Member Gotchall mentioned an idea for a waterslide event.

9. COMMENTS FROM THE PUBLIC

- None.

Meeting adjourned at 5:01 pm

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

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

Resolution amending Resolution No. 16-6435
awarding Redwood Towers (306 NW 6th Street) a
grant in the amount of \$50,000 for emergency
egress and fire suppression activities.

Date: January 18, 2017

SUBJECT AND SUMMARY:

This resolution amends Resolution No. 16-6435 which amended the original 2014 grant awarded to Redwood Towers in the amount of \$50,000. The initial award was for improvements to the fire and life safety of the building in accordance with the Building Renovation Loan and Grant Program. The initial grant did not contain an expiration date. Resolution No. 16-6435 provided a six-month expiration date from the date of the adoption of the amended resolution, which was June 15, 2016. The six-month expiration date has now passed and the applicant is requesting an additional six months to complete the necessary work.

RELATIONSHIP TO COUNCIL GOALS:

The revised program supports Council's goals of encouraging **ECONOMIC OPPORTUNITIES**.

CALL TO ACTION SCHEDULE:

Call to action schedule: N/A

BACKGROUND (Grant Program):

The purpose of the Grants Pass Building Renovation Loan and Grant Fund is to provide low-cost financing and grants for the restoration/renovation of buildings in the downtown core (Central Business District) and the 6th and 7th Street corridor to increase the safety as well as potential usability and aesthetic of those structures.

On March 4, 2015, the City Council amended the approved Building Renovation Loan and Grant Program to include the 6th & 7th Street corridor from the north I-5 interchange south to the Rogue River, including the Central Business District (CBD). The loan/grant program is intended to accomplish the following goals:

1. To encourage the renovation of structures built prior to the statewide adoption of Oregon's first building codes; and
2. To provide higher levels of safety in these structures by improving the life safety attributes of these structures during fire and seismic events; and
3. To increase the rentable space in the downtown for commercial and residential uses; and
4. Provide financial assistance to the owners of the buildings to accomplish these ends.

ITEM: 4.a. RESOLUTION AMENDING RESOLUTION 16-6435 AWARDED REDWOOD TOWERS (306 NW 6TH STREET) A GRANT IN THE AMOUNT OF \$50,000 FOR EMERGENCY EGRESS AND FIRE SUPPRESSION ACTIVITIES.

Staff Report (continued):

BACKGROUND (structure):

Prior to the adoption of the Building Renovation Loan and Grant Program, the fund was used for loans for the improvement of downtown building facades and for grants to offset system development charge impacts to industrial uses.

In 1974, the State of Oregon adopted a statewide building code as a means to bring the building criteria for every city and county under one all-inclusive code. The initial structural code was written with the desire to achieve a uniform method of building that provides a safe environment and efficient egress during emergency situations. Since the adoption of that code, requirements for building safety have changed with the understanding of building materials and egress design for emergencies. Current structural codes provide a much better guide to providing a safer environment during fires and emergency situations.

The building at 306 NW 6th Street, known as the Redwood Towers, was built in 1926 and is landmarked as a historic structure. It is now located inside the Historic District. (The City Council recently adopted a new ordinance expanding the Historic District, which now includes the Redwood Towers).

The owner is proposing improvements to abate noncompliant conditions within the building and continue multiple uses throughout the building. The improvements only include the first four floors of the structure. The upper 5th and 6th floors will be improved prior to occupancy and are included in a long-term improvement plan to complete the building. The list of proposed improvements and estimated costs remains the same as originally adopted in November 2014.

A proposed expiration date of six months from the date of adoption of this amendment is necessary to promote activity and further the goals of the Building Renovation Loan and Grant Program. If the grantee has not completed the improvements at the time of expiration, the grantee may apply for a new grant to complete the project. Any monies expended before the expiration date shall be applied to the initial grant award of \$50,000.

A copy of the grant application and construction costs are attached as Exhibit 'A'.

COST IMPLICATIONS:

A budget of \$250,000 was approved by the City Council for this program in FY15. This original grant awarded reduced the previously allocated funds by \$50,000.

ALTERNATIVES:

1. Approve the proposed amendment to the grant award; or
2. Deny the proposed amendment to the grant award.

Staff Report (continued):

RECOMMENDED ACTION:

It is recommended that Council approve amending Resolution No. 16-6435 by granting an additional six-month extension for the grant in the amount of \$50,000 to Redwood Towers located at 306 NW 6th Street.

POTENTIAL MOTION:

I move to approve the resolution amending Resolution No. 16-6435 to grant an additional six-month extension on the grant in the amount of \$50,000 to Redwood Towers located at 306 NW 6th Street.

May 8, 2014

Michael A. Black, AICP
Parks & Community Development Director
City of Grants Pass
101 Northwest A Street
Grants Pass, Oregon 97526

RE: REDWOOD TOWER

Dear Mr. Black and Council Members,

With regard to the Fire Safety Grant that is offered, I would like to obtain the Grant assistance which will upgrade the existing system in the building and create opportunity to position this property onto the next level of excitement and availability for the citizens and commerce of Grants Pass, OR. Please see the details below and the attachments that follow.

Property Located at: 306 NW 6th Street
Grants Pass, OR 97526

Owner: Sooner Redwood Hog LLC – c/o Don Hayes

Historical Information: See Attached

Objective: Meet the Notice of Abatement Requirements issued by the Fire Marshal Dept of Public Safety of Grants Pass with the Approval of Grant Funds available for Fire Suppression and Fire Safety Equipment upgrades for the building so as to make the floors public accessible and occupiable for Retail, Restaurant, Hotel and Office use.

Costs: See Attached

Recommendation: Approval of the available grant assists the current owner in the upgrade to this property aiding the ongoing refurbishment to reestablish the viability of this building in this segment of Grants Pass.

Thank you for being a partner in the opportunity to add value to this property and the community of Grants Pass by assisting in the improvement of this Historical Landmark.

Sincerely,


Don L. Hayes

Cost Breakdown:

KAS Engineering:	\$ 6,115.32
Protec Security - Fire Safety Equip and Install	25,785.00
Pacific Fire Protection – Deficiencies up to code And a sprinkler additions	16,926.00
Grants Pass Steel – Fire Escape ladder improvement	500.00
Fields Hardware – Egress additions	<u>10,717.20</u>
Total Cost	\$60,043.52

HAYES-REDWOOD TOWER HOTEL RENOVATION

BUILDING DESIGN CRITERIA

2. 2000 OREGON STRUCTURAL CODE (ASCE 7-02) SHALL BE USED FOR ALL DESIGN AND ANALYSIS. ALL DESIGN SHALL BE BASED ON THE LATEST CODE REQUIREMENTS UNLESS OTHERWISE SPECIFIED.
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BUILDING SUMMARY

GENERAL INFORMATION:
 NAME OF PROJECT: HAYES-REDWOOD TOWER HOTEL RENOVATION
 ADDRESS: 1111 11TH STREET, SEASIDE, OREGON 97138
 OWNER: HAYES-REDWOOD TOWER HOTEL
 ARCHITECT: [Name]
 ENGINEER: [Name]
 DATE: [Date]

STRUCTURAL OBSERVATIONS

NO.	DESCRIPTION	REMARKS
1	NO. OF FLOORS	
2	NO. OF STORIES	
3	NO. OF LEVELS	
4	NO. OF BASEMENTS	
5	NO. OF ATTIC LEVELS	
6	NO. OF MEZANINES	
7	NO. OF ROOFS	
8	NO. OF TOWER LEVELS	
9	NO. OF STAIRS	
10	NO. OF ELEVATORS	
11	NO. OF MECHANICAL ROOMS	
12	NO. OF ELECTRICAL ROOMS	
13	NO. OF TELEPHONE ROOMS	
14	NO. OF JANITORIES	
15	NO. OF STORAGE ROOMS	
16	NO. OF OFFICES	
17	NO. OF CONFERENCE ROOMS	
18	NO. OF RESTAURANTS	
19	NO. OF BARS	
20	NO. OF LOBBIES	
21	NO. OF RECEPTION AREAS	
22	NO. OF WAITING AREAS	
23	NO. OF LOUNGES	
24	NO. OF GYMNASIUMS	
25	NO. OF THEATERS	
26	NO. OF CINEMAS	
27	NO. OF CONCERT HALLS	
28	NO. OF EXHIBITION HALLS	
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OVERALL PLAN NOT TO SCALE



STRUCTURAL ABBREVIATIONS

Abbreviation	Description																																																																																																			
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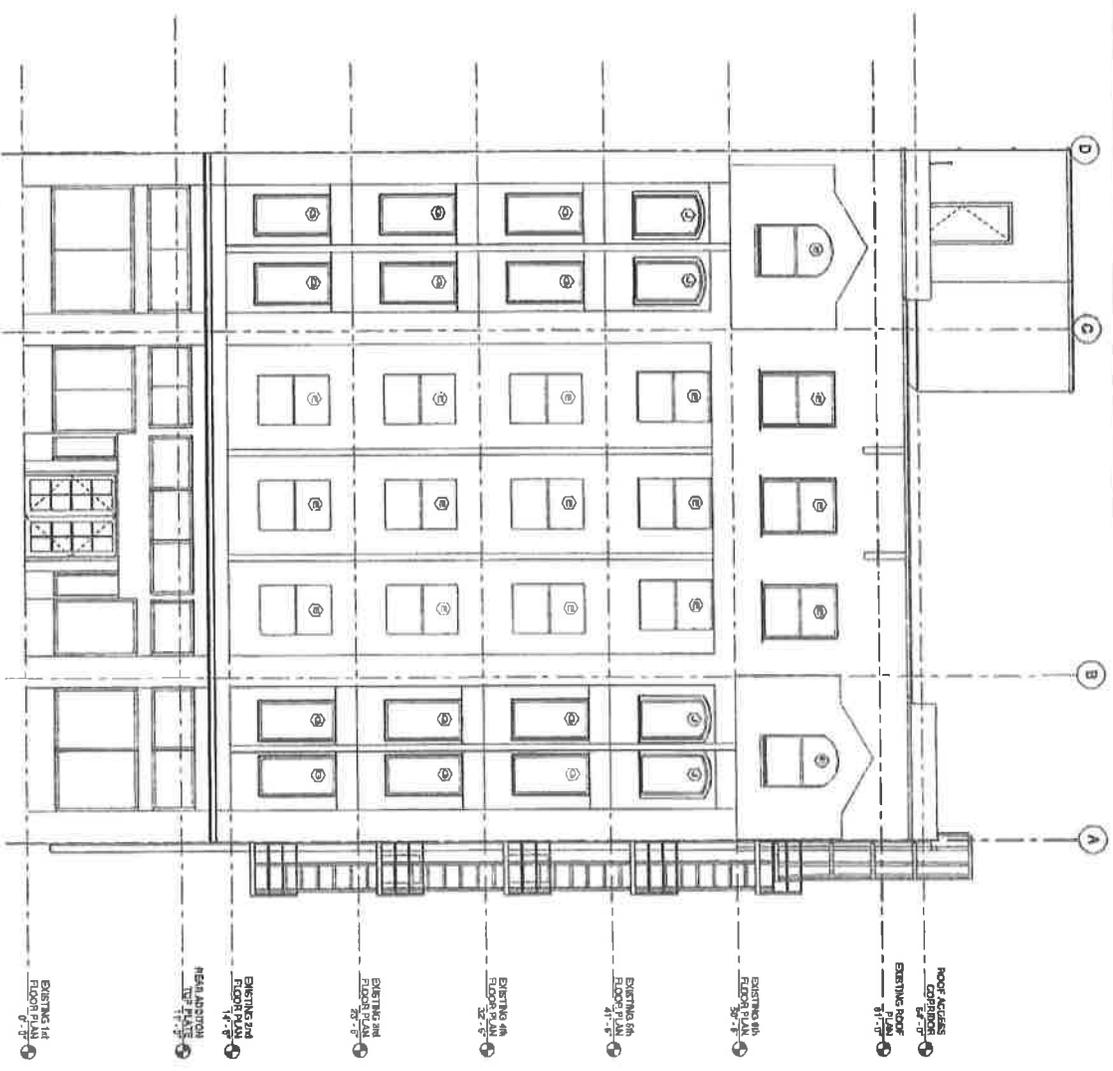
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HAYES-REDWOOD TOWER HOTEL RENOVATION

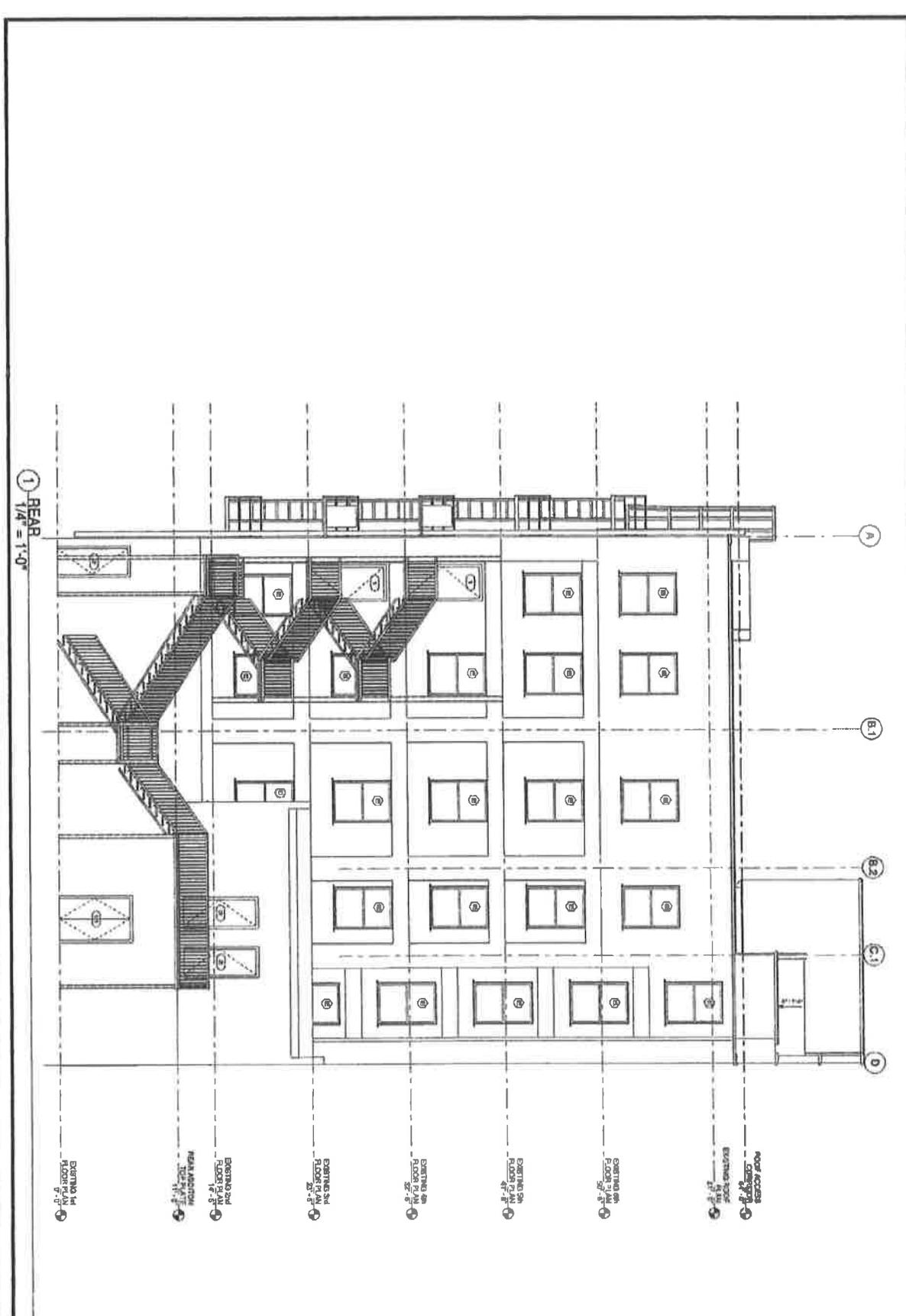
KAS
 CIVIL & STRUCTURAL PLANNING
 1111 11TH STREET, SEASIDE, OREGON 97138
 PHONE: 503-738-1111
 FAX: 503-738-1112
 WWW.KASINC.COM

1 FRONT
1/4" = 1'-0"



(DON TAVEN) KAS 144018

<p>FRONT ELEVATION</p>		<p>KAS ARCHITECTURE</p> <p>305 NW 6TH STREET, GRANT PASS, OREGON 97126</p>	<p>CYL. STRUCTURAL & PLASTER</p> <p>305 NW 6TH STREET, GRANT PASS, OREGON 97126</p>
<p>SHEET NO. X1</p> <p>1 OF 1</p>	<p>DATE: 11/14/14</p> <p>BY: [Signature]</p> <p>PROJECT: HAYES-REDWOOD TOWERS HOTEL RENOVATION</p>	<p><small>THIS DOCUMENT, AND THE IDEAS AND DESIGN INCORPORATED HEREIN, ARE AN INSTRUMENT OF PROFESSIONAL SERVICE, IN THE PROPERTY OF KAS & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN AUTHORIZATION OF KAS & ASSOCIATES, INC.</small></p>	



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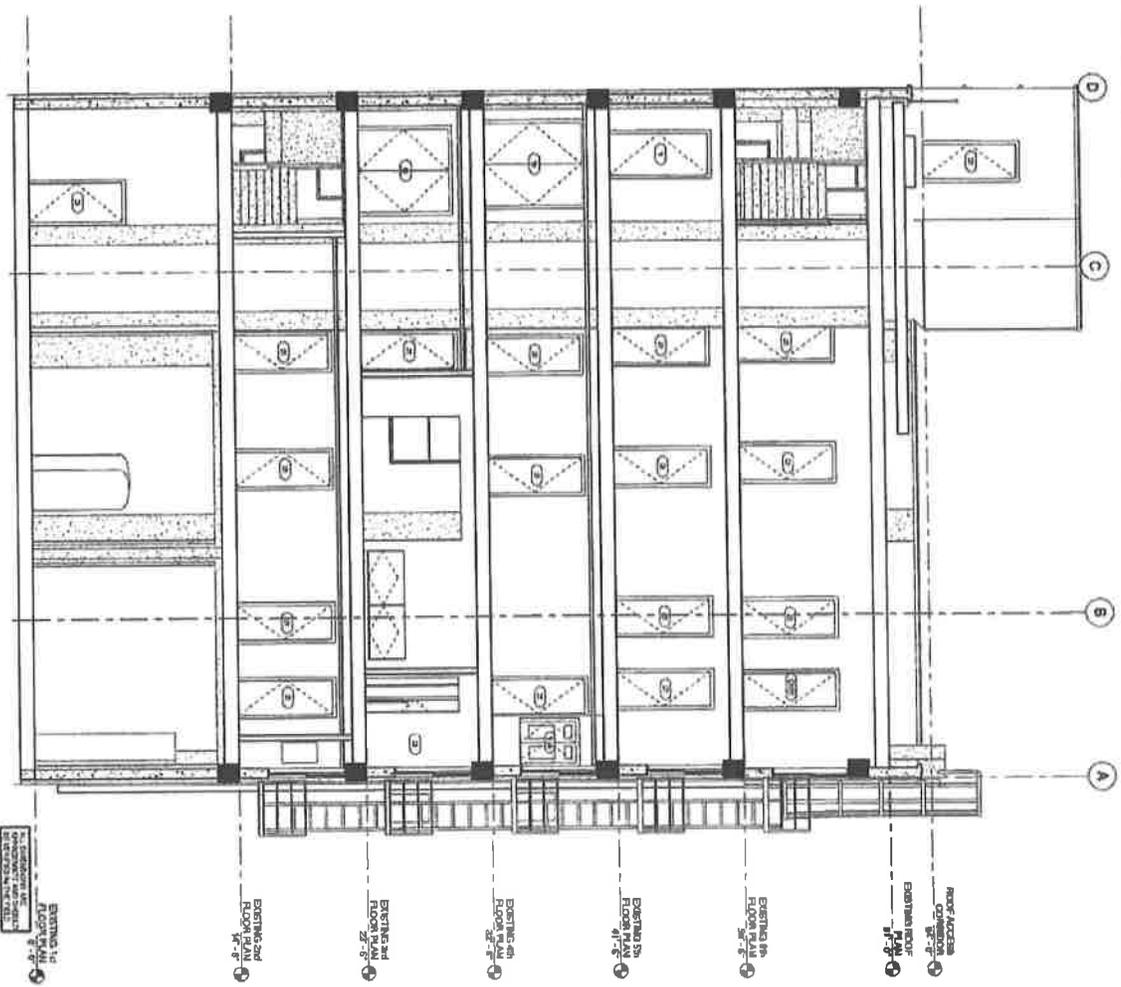
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HAYES-REDWOOD TOWERS HOTEL RENOVATION
 306 NW 5TH STREET, GRAFTON PARK, OREGON 97228

KAS CIVIL, STRUCTURAL & PLUMBING
 1000 NE Oregon Street, Suite 200
 Portland, Oregon 97232
 Phone: 503.255.8888
 Fax: 503.255.8889
 www.kasinc.com

Sheet No. **X4** of 4
REAR ELEVATION

1 Section B-B
1/4" = 1'-0"



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EXISTING 98th FLOOR PLAN
EXISTING 99th FLOOR PLAN
EXISTING 100th FLOOR PLAN

(DON HAYES) KAS 44016

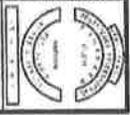
SHEET NO.
X12
11 OF 21

XSECTION A-A

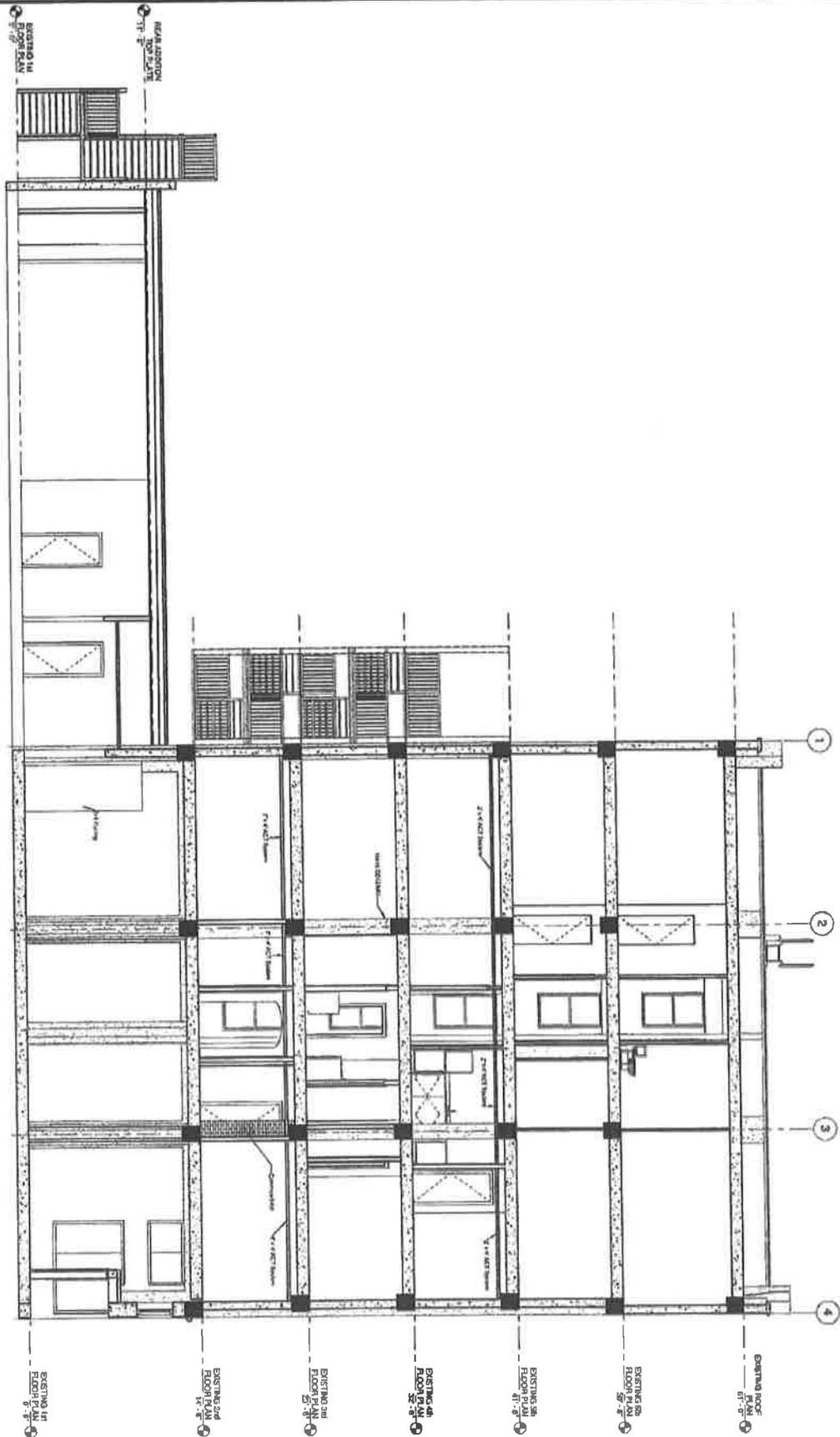
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98	11/15/11	REVISED
99	11/15/11	REVISED
100	11/15/11	REVISED

HAYES-REDWOOD TOWERS HOTEL RENOVATION
200 HW 5TH STREET, GRANT PARK, CHICAGO 60624

KAS
KAS ASSOCIATES, INC.
ARCHITECTS
1100 N. LAKE STREET
CHICAGO, IL 60610
TEL: (312) 280-1000
FAX: (312) 280-1001
WWW.KASARCHITECTS.COM



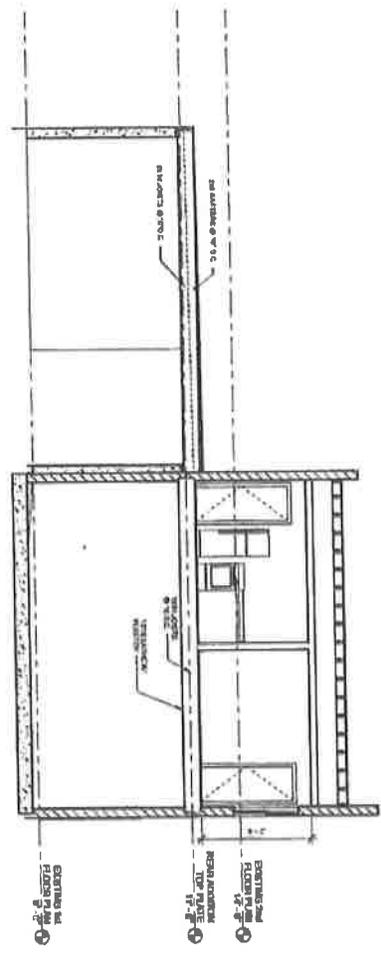
1 Section A-A
1/4" = 1'-0"



ALL DIMENSIONS ARE
UNLESS OTHERWISE NOTED
INDICATED ON THIS SHEET

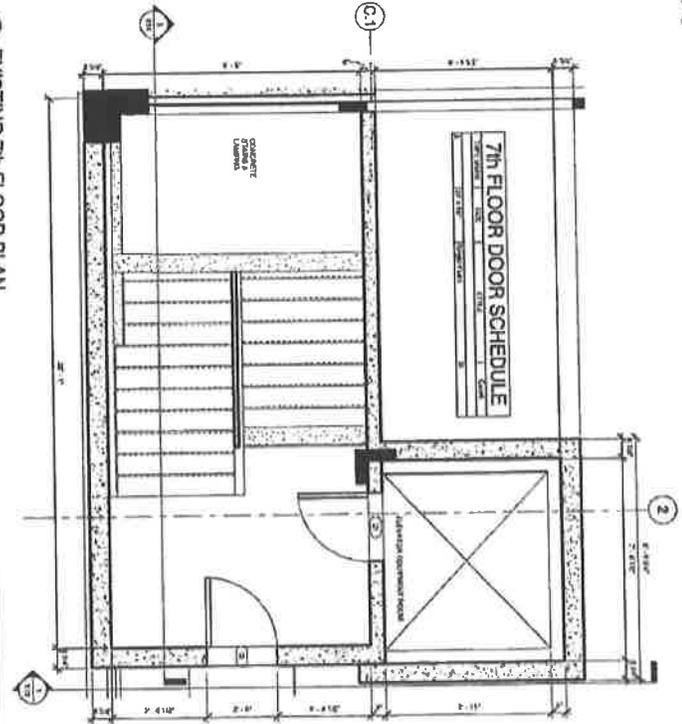
(BOOK NUMBER) KAS 14-016

<p>XSECTION B-B</p> <p>SHEET NO. X13</p> <p>1/4" = 1'-0"</p>	<p>DATE: 3-15-2014</p> <p>BY: 3-10-2014</p>	<p>HAYES-REDWOOD TOWERS HOTEL RENOVATION</p> <p>306 100 6TH STREET, GRANT'S PASS, OREGON 97526</p>	<p>KAS ARCHITECTURE, INC.</p> <p>1400 SW 10TH AVE, SUITE 200 PORTLAND, OREGON 97205 PH: 503.253.8888 WWW.KASARCHITECT.COM</p>	<p>CIVIL & STRUCTURAL PLANNER</p> <p>1400 SW 10TH AVE, SUITE 200 PORTLAND, OREGON 97205 PH: 503.253.8888 WWW.KASARCHITECT.COM</p>	
	<p>PROJECT NO.:</p> <p>DATE:</p> <p>SCALE:</p>				

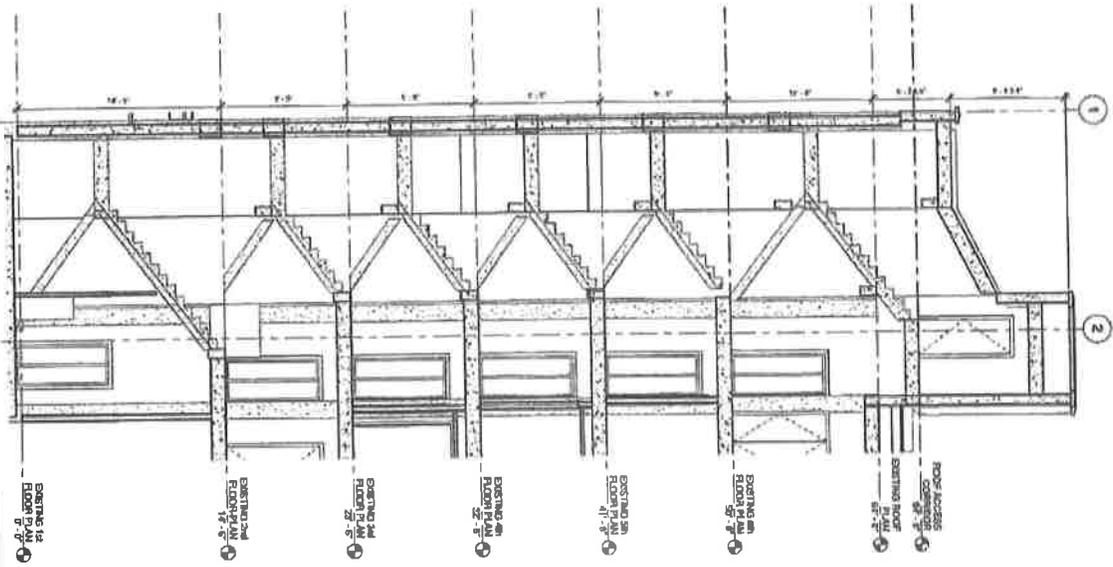


1 Section C-C
1/4" = 1'-0"

2 EXISTING 7TH FLOOR PLAN
1/2" = 1'-0"



3 STAIRS XSECTION
1/4" = 1'-0"



100% HAYES) KAS 14-016

7th FLOOR PLAN, XSECTION C-C & STAIRWELL

PROJECT NO. X14

DATE: 11/10/14

BY: [Signature]

CHECKED: [Signature]

DESIGNED: [Signature]

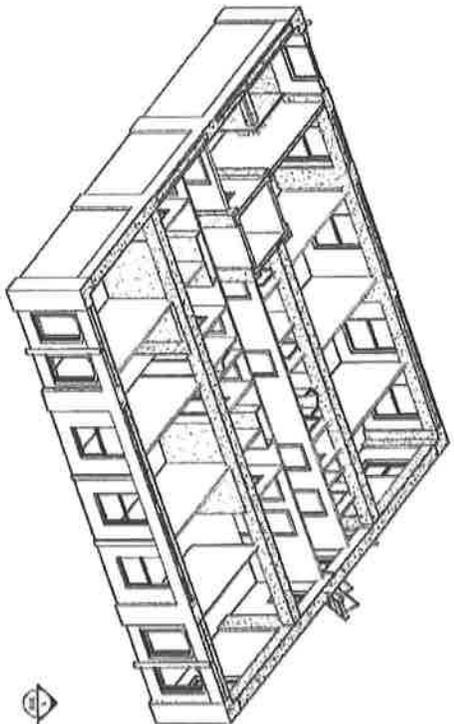
DRAWN: [Signature]

SCALE: AS SHOWN

HAYES-REDWOOD TOWERS HOTEL RENOVATION
306 NW 5TH STREET, GRANITE POND, OREGON 97026

KAS CIVIL STRUCTURAL PLANNING
306 NW 5TH STREET, GRANITE POND, OREGON 97026
PHONE: 503-865-1111
WWW.KAS-ARCHITECTS.COM

ALL DIMENSIONS AND NOTES ARE IN UNITS OF FEET AND INCHES. DIMENSIONS ARE GIVEN TO FACE UNLESS OTHERWISE NOTED.



2 5th Floor Perspective

5th FLOOR WINDOW...

NO.	TYPE	SIZE	LOCATION
1
2
3
4
5
6
7
8
9
10

5th FLOOR DOOR SCHEDULE

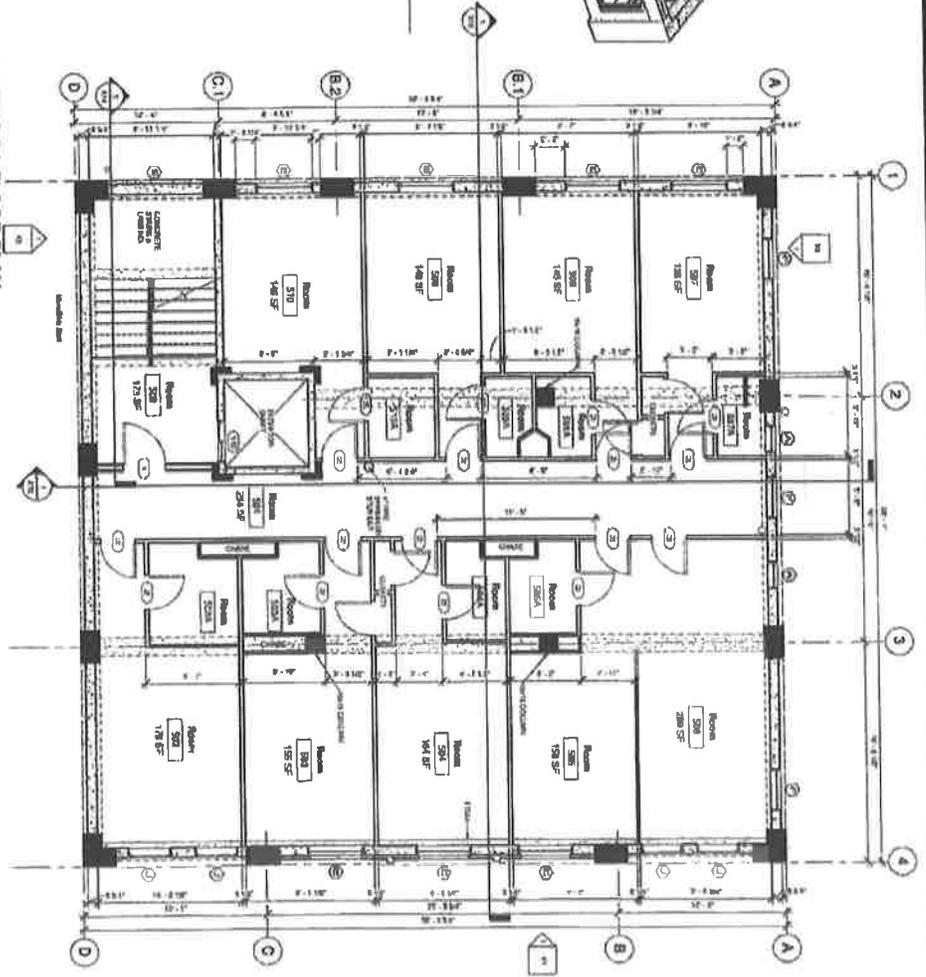
NO.	TYPE	SIZE	LOCATION
1
2
3
4
5
6
7
8
9
10

WALL LEGEND

[Symbol]	1" x 4" INTERIOR PLASTER WALL
[Symbol]	2" x 4" EXTERIOR WALL WITH GIP
[Symbol]	GLASS CURTAIN WALL WITH GIP
[Symbol]	12" x 12" WALL WITH LAMINATE FINISH
[Symbol]	1" x 4" GIB WITH PLASTER

3/8" = 1'-0"

1 EXISTING 5th FLOOR PLAN
1/4" = 1'-0"



ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED IN THE NOTES.

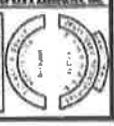
(DOOR MARKERS) KAS-14-01-B

EXISTING 5th FLOOR PLAN

NO.	DATE	DESCRIPTION
1	3/10/2014	...
2	3/10/2014	...

HAYES-REDWOOD TOWERS HOTEL RENOVATION
304 NW 5TH STREET, GRANITE PARK, OREGON 97343

KAS ASSOCIATES, INC.
CIVIL STRUCTURAL PLANNER
1000 NE Oregon Street, Suite 200
Portland, Oregon 97232
Phone: 503.255.8888
Fax: 503.255.8889
www.kasinc.com





2 6th Floor Perspective

6th FLOOR WINDOW ...

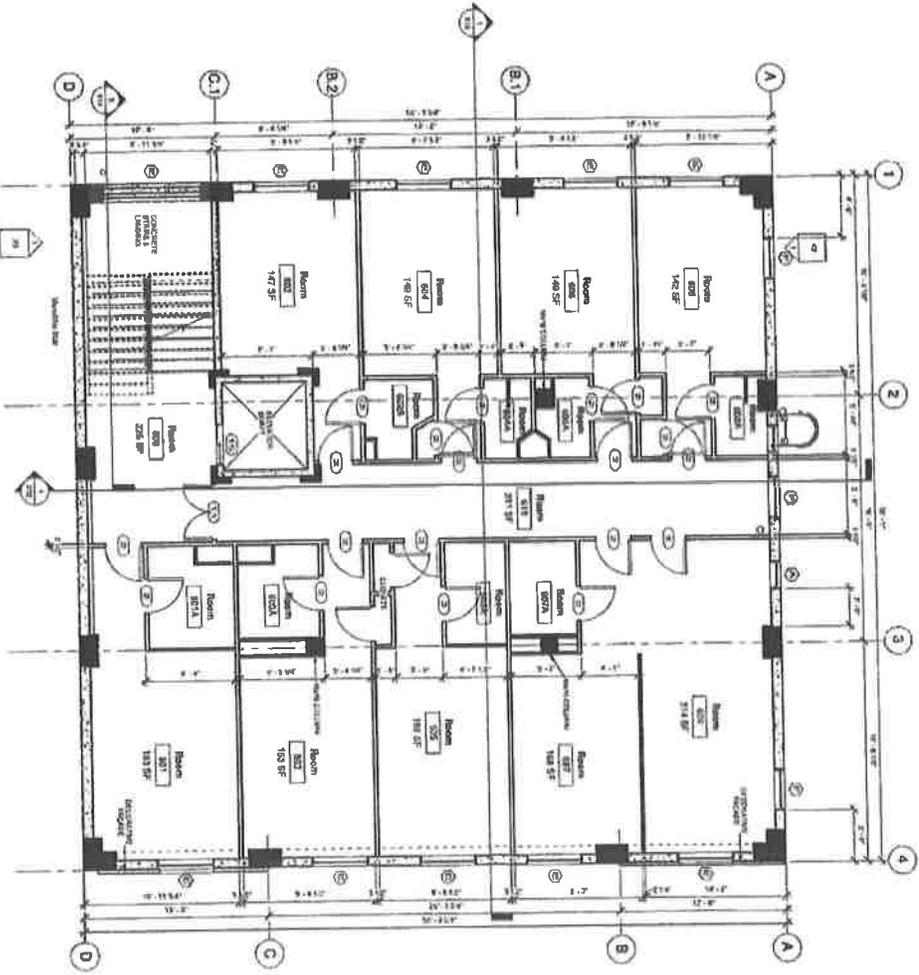
TYPE	SYMBOL	DESCRIPTION
...

6th FLOOR DOOR SCHEDULE

NO.	SYMBOL	DESCRIPTION
...

WALL LEGEND
3/8" = 1'-0"

[Symbol]	3" W/ AIRSPACED PLASTER WALL
[Symbol]	20# REINFORCED WALL, WITH 1" GYPSUM
[Symbol]	1/2" GYPSUM WALL, WITH 1" GYPSUM
[Symbol]	1/2" GYPSUM WALL, WITH 1" GYPSUM & PLASTER
[Symbol]	1/2" GYPSUM WALL, WITH 1" GYPSUM & PLASTER
[Symbol]	1/2" GYPSUM WALL, WITH 1" GYPSUM & PLASTER
[Symbol]	1/2" GYPSUM WALL, WITH 1" GYPSUM & PLASTER



1 EXISTING 6th FLOOR PLAN
1/4" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DOOR HAYES/KAS 14-016

<p>EXISTING 6th FLOOR PLAN</p> <p>SHEET NO. X10</p>	<p>DATE: 3-10-2014</p> <p>BY: [Signature]</p>	<p>HAYES-REDWOOD TOWERS HOTEL RENOVATION</p> <p>306 NW 6TH STREET, ORANTO PARK, OREGON 97226</p>	<p>KAS ARCHITECTURE INC.</p> <p>CITY & STRUCTURAL PLANNING</p> <p>1801 Wilson Way, Suite 100 Portland, OR 97227 Phone: (503) 253-8888 Fax: (503) 253-8889 www.kasarch.com</p>	
	<p>THIS DOCUMENT, AND THE IDEAS AND DESIGN INDICATED HEREIN, ARE AN INSTRUMENT OF PROFESSIONAL SERVICE, IN THE COUNTRY OF OREGON, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KAS & ASSOCIATES, INC.</p>			

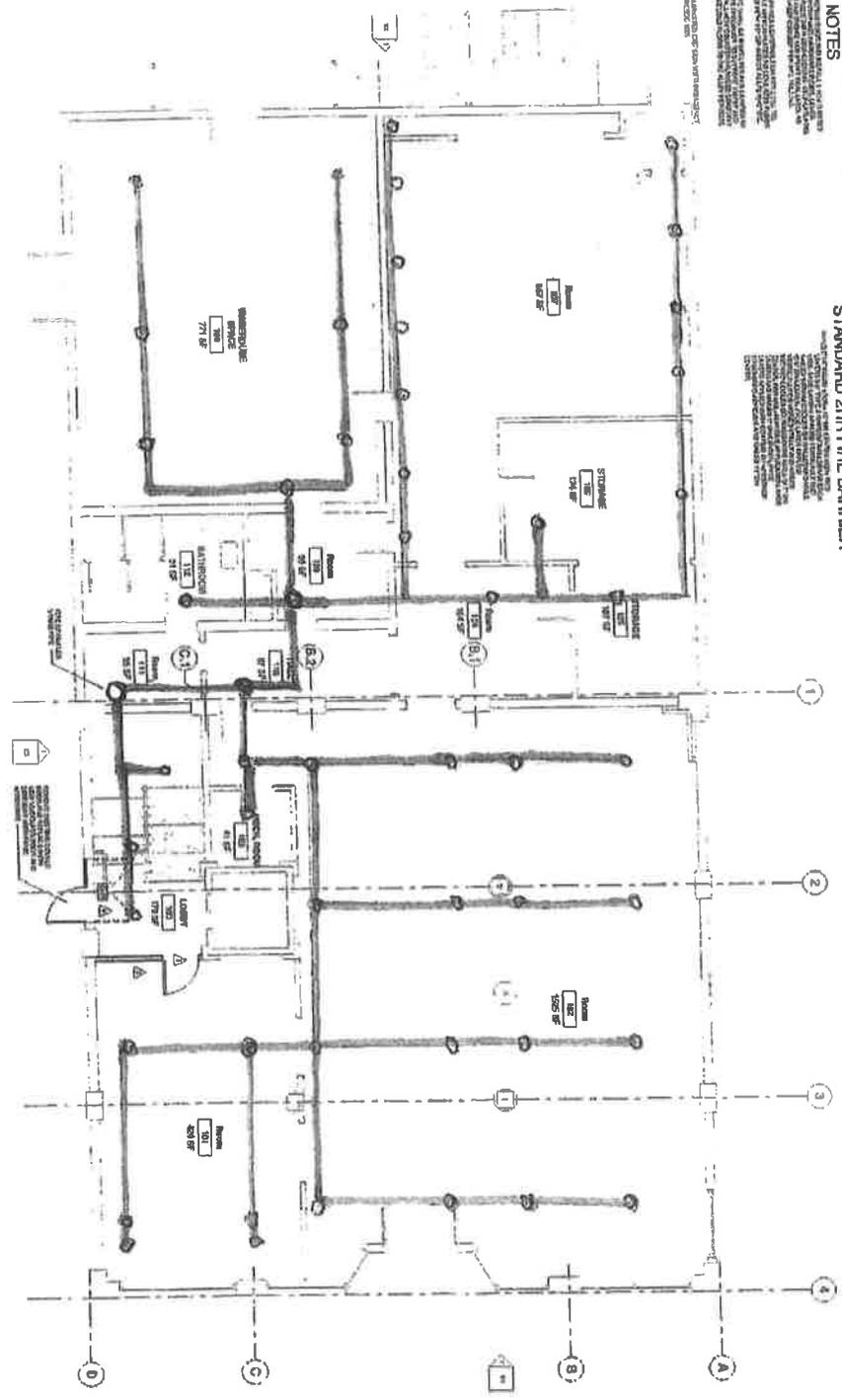
NOTES

- ▲ THE FIRE BARRIERS ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SECTION 707.
- ▲ THE FIRE BARRIERS ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SECTION 707.
- ▲ THE FIRE BARRIERS ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SECTION 707.
- ▲ THE FIRE BARRIERS ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SECTION 707.

STANDARD 2HR FIRE BARRIER

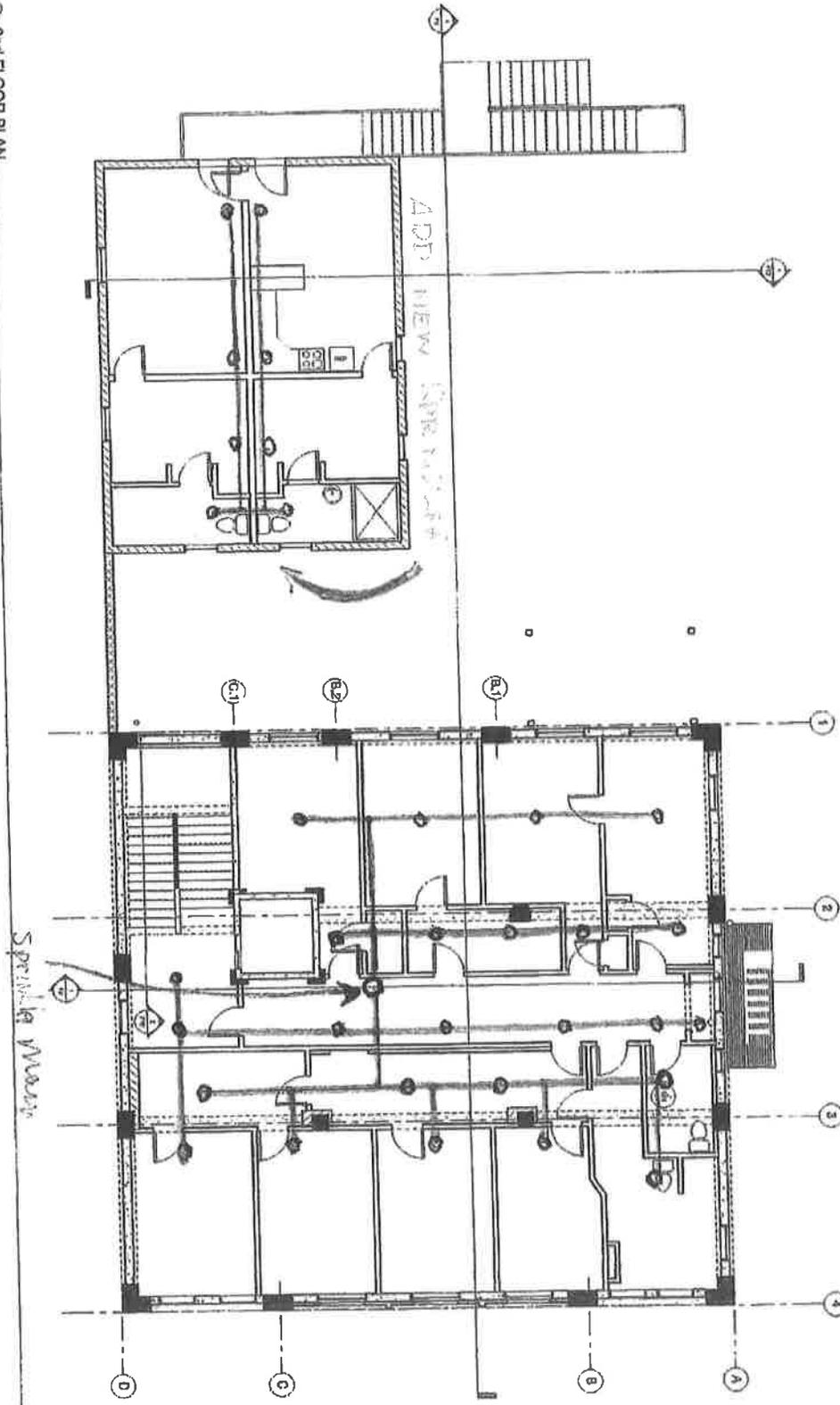
THE FIRE BARRIERS ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC), 2003 EDITION, SECTION 707.

① 1/4" = 1'-0"
1st FLOOR PLAN



<p>1st FLOOR PLAN</p> <p>SHEET NO. A1</p> <p>OF</p>	<p>HAYES-REDWOOD TOWERS HOTEL</p> <p>300 NW 5TH STREET, GRANITE PASS, OREGON 97125</p>	<p>KAS ARCHITECTS</p> <p>300 NW 5TH STREET, GRANITE PASS, OREGON 97125</p>	<p>CEIL STRUCTURAL FLASING</p>	<p>DATE: 08/08/08 BY: [Signature]</p>
---	---	---	--	---

① 2nd FLOOR PLAN
1/4" = 1'-0"



ALL WORK AND COSTS SHOWN ON THIS PLAN ARE THE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS OF THE STRUCTURE AND HAS FOUND NO MAJOR DEFECTS. THE ARCHITECT HAS NOT CONDUCTED A DETAILED STRUCTURAL ANALYSIS OF THE EXISTING STRUCTURE. THE ARCHITECT HAS NOT CONDUCTED A DETAILED STRUCTURAL ANALYSIS OF THE EXISTING STRUCTURE. THE ARCHITECT HAS NOT CONDUCTED A DETAILED STRUCTURAL ANALYSIS OF THE EXISTING STRUCTURE.

**FIRE SPRINKLER
2nd FLOOR PLAN**

Project No.	2008-001
Client	HAYES-REDWOOD TOWERS HOTEL
Architect	KAS ARCHITECTS
Scale	1/4" = 1'-0"
Date	08/01/08
Sheet No.	F2

**HAYES-REDWOOD
TOWERS HOTEL**
109 HW 6TH STREET, GRANTS PASS,
OREGON 97625

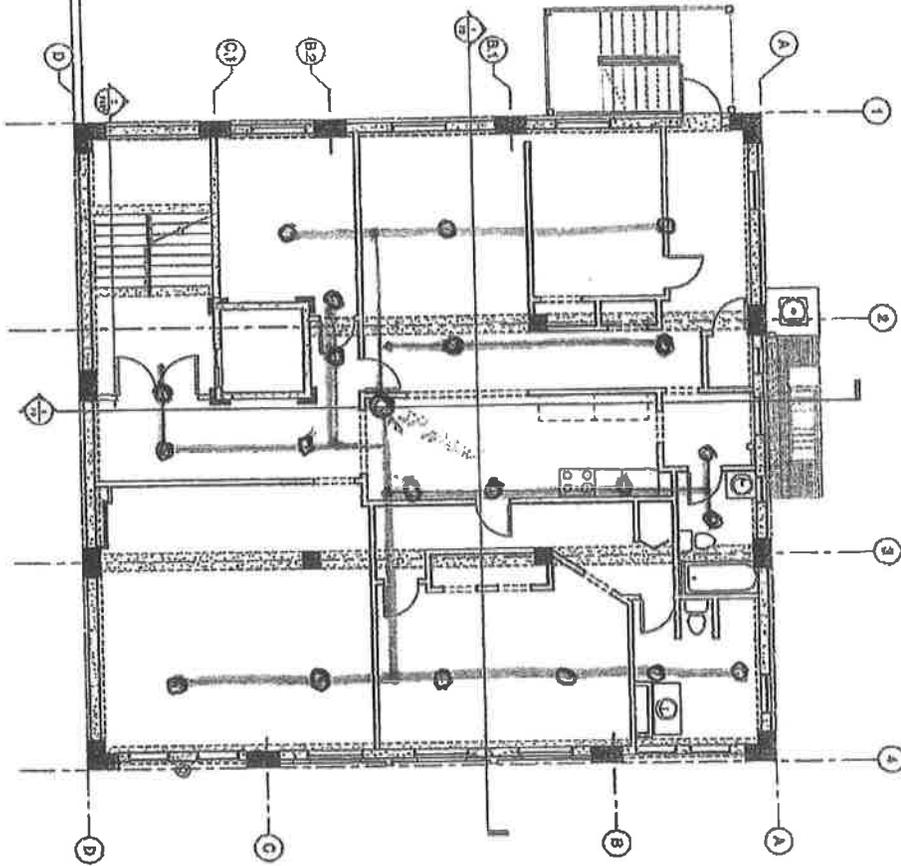
KAS
ARCHITECTS
109 HW 6TH STREET, GRANTS PASS, OREGON 97625
503-862-1000
www.kasarchitects.com

**TYPE
STRUCTURAL
PLANS**

DOOR HAYES-KAS 14-116

SHEET NO.
F2

① 3rd FLOOR PLAN
1/4" = 1'-0"



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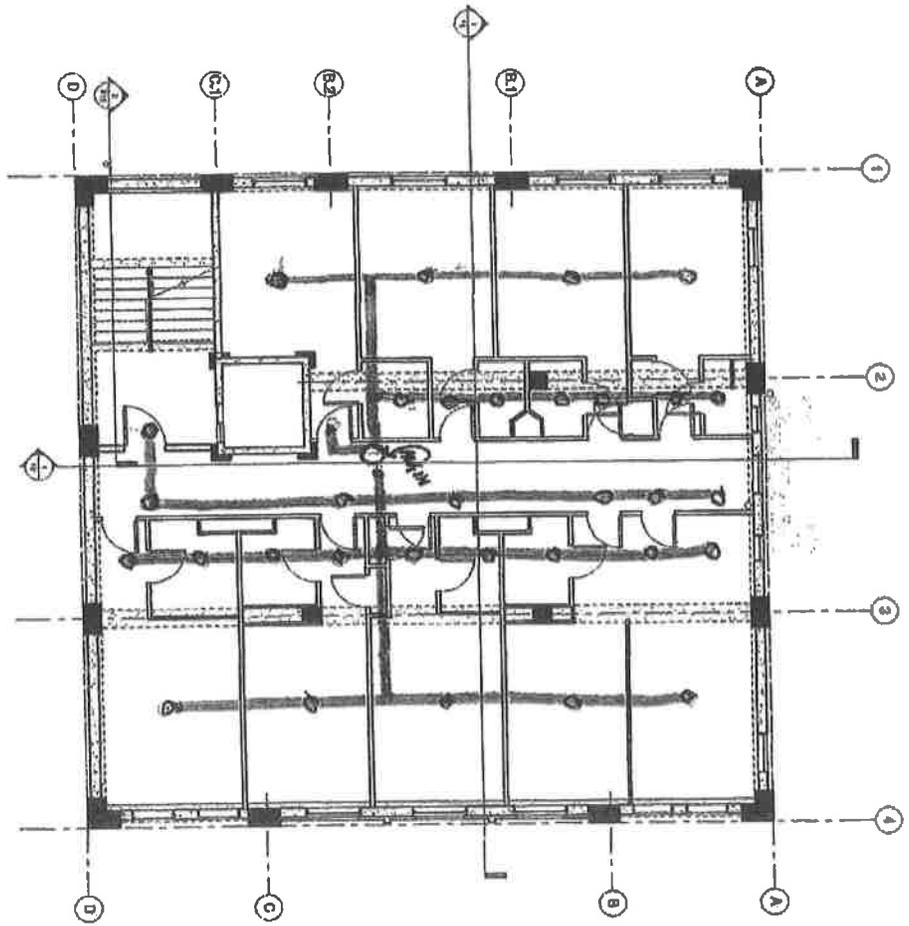
DON WARDEN KAS PLANS

SHEET NO.	FS	FIRE SPRINKLER	DATE	
			03/15/14	02/03/14
PROJECT			HAYES-REDWOOD TOWERS HOTEL	
OWNER			KAS	
DESIGNER			KAS	
CHECKER			KAS	
DATE			02/03/14	

HAYES-REDWOOD TOWERS HOTEL
106 NW 8TH STREET, GRANITE PASS, OREGON 97120

KAS.
ARCHITECTS, INC.
Civil & Structural
106 NW 8th Street, Granite Pass, Oregon 97120
Phone: 503.325.1111
Fax: 503.325.1112
www.kasarchitects.com

① 5th FLOOR PLAN
1/8" = 1'-0"



IRON INVERT 105 14-05

PROJECT	Autlar	NO. 025916
DATE	1/20/04	025916
DESIGNER	Shanker	
CHECKER		
DATE		
NO.		
DATE		
NO.		
DATE		

**FIRE SPRINKLER
5th FLOOR PLAN**

**HAYES-REDWOOD
TOWERS HOTEL**

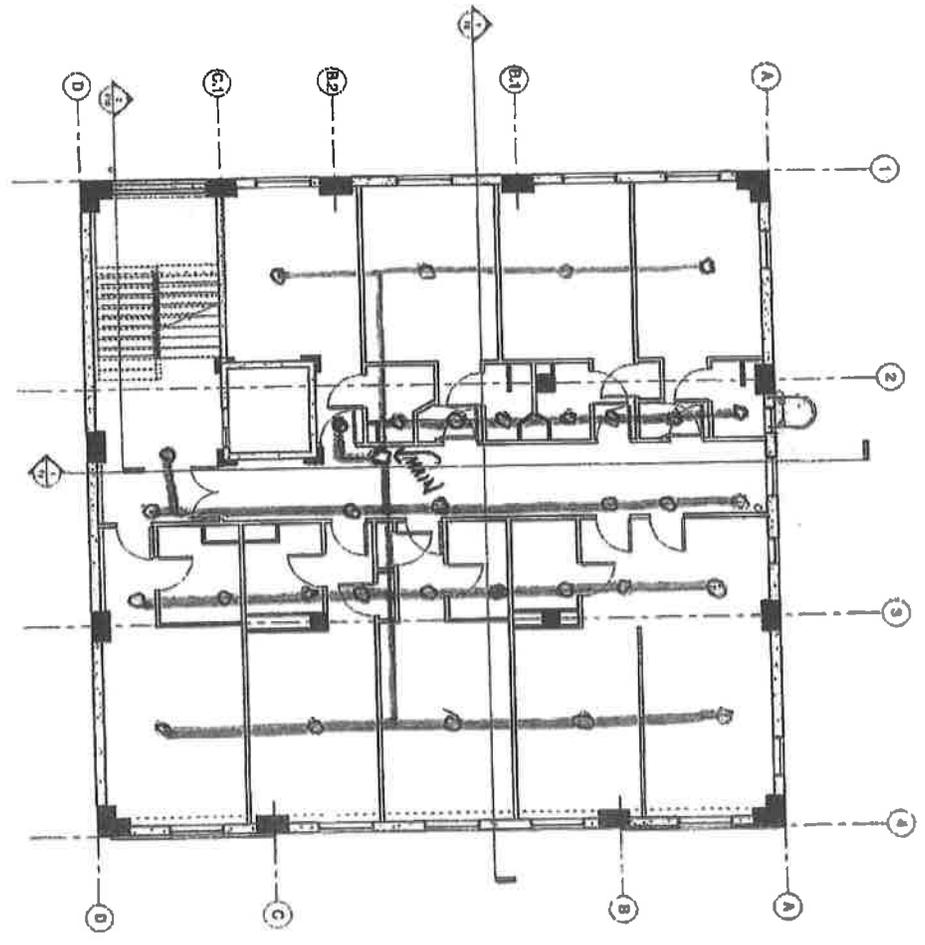
308 NW 5TH STREET, GRANT'S PASS,
OREGON 97526

KAS
ARCHITECTURAL
ENGINEERS
PLANNERS

308 NW 5TH STREET, GRANT'S PASS, OREGON 97526
TEL: 541-873-4422 FAX: 541-873-4422
WWW.KAS-ARCH.COM

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1 6th FLOOR PLAN
1/4" = 1'-0"



DON HAYES KOS 14-015

SHEET NO.
P8
OF

**FIRE SPRINKLER
6th FLOOR PLAN**

Project	Address	DATE
Client	City	NO.
Contract No.	State	DATE
Scale	Sheet	NO.
Author	Drawn	NO.
Checked	Reviewed	NO.
Project No.	Sheet No.	NO.

**HAYES-REDWOOD
TOWERS HOTEL**

100 NW 8TH STREET, GRANT TOWER,
DRESDEN 71228



**CIVIL
STRUCTURAL
PLANNING**

100 NW 8TH STREET, GRANT TOWER,
DRESDEN 71228
PH 49 30821
FAX 49 30821
www.kas.com

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CIVIL
•
STRUCTURAL
•
PLANNING

Medford, OR 97501
304 S. Holly Street
Tel: (541) 772-5807
Fax: (541) 618-7389
kas@kasinc.com

Grants Pass, OR 97527
1867 Williams Hwy, Suite 206
Tel: (541) 479-5801
Fax: (541) 244-2651
kas@kasinc.com

Bill To
Don Hayes 5306 North Tulsa Oklahoma City, OK 73112

Invoice

Date	Invoice #
2/25/2014	16460

Project/Job #	Account #	Terms	Due Date
306 NW 6th St., Grants Pass	14-016	Due on receipt	2/25/2014

Description	Amount
Structural Engineering Services - Redwood Towers Hotel Renovation	3,319.67

Thank you for your business.	Total	\$3,319.67
------------------------------	--------------	------------

NOTE: This invoice may not include Construction Observations and/or Inspections, which will be charged at the hourly rate plus mileage per standard fee schedule.
PLEASE WRITE PROJECT # ON YOUR CHECK, THANK YOU.

- Invoices are due and payable upon receipt.
- After 30 days of non-payment, a Finance Charge will be applied to the unpaid balance, including any previous finance charges. Finance Charges are non-negotiable and will become part of your balance owed to KAS & Associates, Inc.

Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$3,319.67
--------------------	------------



CIVIL
•
STRUCTURAL
•
PLANNING

Medford, OR 97501
304 S. Holly Street
Tel: (541) 772-5807
Fax: (541) 618-7389
kas@kasinc.com

Grants Pass, OR 97527
1867 Williams Hwy, Suite 206
Tel: (541) 479-5801
Fax: (541) 244-2651
kas@kasinc.com

Bill To
Don Hayes 5306 North Tulsa Oklahoma City, OK 73112

Invoice

Date	Invoice #
4/29/2014	16531

Project/Job #	Account #	Terms	Due Date
306 NW 6th St., Grants Pass	14-016	Due on receipt	4/29/2014

Description	Amount
Structural Engineering Services - Redwood Towers Hotel Renovation	2,795.65
Thank you for your business.	
Total	\$2,795.65

NOTE: This invoice may not include Construction Observations and/or Inspections, which will be charged at the hourly rate plus mileage per standard fee schedule.
PLEASE WRITE PROJECT # ON YOUR CHECK, THANK YOU.

- Invoices are due and payable upon receipt.
- After 30 days of non-payment, a Finance Charge will be applied to the unpaid balance, including any previous finance charges. Finance Charges are non-negotiable and will become part of your balance owed to KAS & Associates, Inc.

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$2,795.65
--------------------	-------------------



CCB 197933
1313 Brentwood Drive, Eagle Point, OR 97524
(541) 601-7627

TO: Don Hayes
ATTENTION:
PROJECT: Redwood Towers
LOCATION: Grants Pass, OR

SPEC. SECTIONS:
DATE: May 8, 2014

QUOTATION AMOUNT: \$16,926.00
ALTERNATES:

ADDENDUM:

SCOPE OF WORK:

We are pleased to provide you with a quote for the above project. Pacific Fire Protection will fix all deficiencies on floors 1-4 that were found during the last inspection dated 5/2/2012 by Pacific Fire Sprinkler Co. We will also add fire sprinklers to the 2 apartments on the north side of the 2nd floor. This quote does not include permit or plan review, nor does it include any design expense for the 2 new apartments.

QUALIFICATIONS:

-If this proposal is accepted we will require payment for material prior to ordering

-We will bill once a month by the 25th and will require payment in full of the billing amount before the 15th of the next month or labor will stop and contract be null and void.

- ADEQUATE HEAT TO PREVENT FREEZING OF WET SYSTEM.
- STRUCTURE WILL SUPPORT A SPRINKLER SYSTEM.
- INCLUDES PERMIT.
- AUTHORITY HAVING JURISDICTION.
- ALL WORK TO BE DONE DURING OUR NORMAL HOURS OF WORK MONDAY THROUGH FRIDAY.
- THIS QUOTE REMAINS IN EFFECT FOR THIRTY DAYS FROM THE ABOVE DATE.

EXCLUSIONS:

- PRIMING OR PAINTING OF SPRINKLER SYSTEM COMPONENTS.
- ELECTRICAL OR ALARM WORK OF ANY KIND.
- FIRE EXTINGUISHER AND/OR CABINETS.
- FIRE HOSE STATIONS AND/OR CABINETS.
- HOOD OR CHUTE PROTECTION.
- STORAGE RACK SPRINKLERS.
- CUTTING, PATCHING, REMOVAL AND REPLACEMENT.

- REROUTING OF EXISTING MAINS AND LINE PIPING TO ACCOMODATE THE INSTALLATION OF ELECTRICAL, MECHANICAL AND BUILD COMPONETS.
- FIRE PUMP AND RELATED EQUIPMENT.
- VALVE HOUSE, HEAT AND LIGHTS.
- ATTIC/CRAWL SPACE SPRINKLERS.
- CITY CONNECTION FEES.
- PREACTION OR CLEAN AGENT FIRE SUPPRESSION SYSTEMS.
- UNDERGROUND FIRE LINE.
- COST OF CAD DISCS FOR OUR DESIGN PURPOSES.
- BOND. PERMITS. TAXES.

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PROPOSAL AND IF YOU SHOULD HAVE ANY QUESTIONS PLEASE CONTACT ME.

RESPECTFULLY SUBMITTED.

VERN ROBERTS
(541) 601-7627

ACCEPTANCE: NAME: _____ DATE: _____

**PACIFIC FIRE PROTECTION LLC 1313 BRENTWOOD DRIVE EAGLE POINT, OR 97524
CCB 197933**

Protec Security & Communication Systems Inc
PO BOX 381 MEDFORD, OR 97501
PHONE 541-7738551
FAX 541-826-8556
E-MAIL jim@protec.com

4-21-14

TO: Redwood Tower – Grants Pass, OR

ATT: Don Hayes

PROJECT: New Fire Alarm System

FIRE ALARM OVERVIEW – Protec shall install a FireworX addressable system, with addressable smokes, heats, modules & relay modules. The new system will cover 2nd, 3rd & 4th floors only.

- Remaining floors to be completed at a later time.
- This fire alarm system's design & device counts are based on the interpretation of owner's discussion with the fire marshal.
- Design is based on the building being used as a hotel.
- Design of this proposal is subject to the approval of the AHJ. Should there be any changes that require additional devices or coverage of this building will be at an additional cost above this proposal.
- It is understood that the elevator in this building is not equipped for elevator recall and is not included in this proposal.

INCLUDES:

- (1) FireworX Fire Panel
- (1) Power Supply
- (40) Smoke Detectors
- (3) Heat Detectors
- (5) Pull Stations
- (4) Monitor Modules
- (2) Relay Modules
- (15) Horn/Strobes
- (8) Strobes
- (6) Door Holders
- Labor & Equipment

Fields Home Center

5285 Williams Hwy., Grants Pass, OR 97527

Date:	5/9/2014	Sales:	Mark	Phone:	541.862.2111	FX:	541.862.9031	e-mail:	mark@fieldshc.com
Customer:	Don Hayes			PH:	405.417.5263	e-mail:	dhayes@usland.com		
PO:	Job:	Redwood Hotel			Address:	6th St.			
Directions:									Vendor

Int/Qty	Ext/Qty	Model	Gauge	Width	Height	Jamb	LH	RH	Inswing	Outswing	Backset	Custom Features	Door Style	Lite	Location	Estimated Net Price per ea.
1		CECO	18 ga	2/10	6/8	7 1/8			X	X	2 3/4	90 min	Flush	NR	Lobby to Stairwell	\$ 1,899.30
1		CECO	16 ga	Cold Rolled Steel Frame;								No sill; prep w/dimples & fasteners; No operating hardware				\$ -
		1 CECO	18ga	3/6	6/8	4 9/16			X	X	2 3/4	No rate	Flush		Bar Receiving	\$ 1,560.00
		1 CECO	16ga									Galv. Steel Frame; ADA sill; prep w/dimples & fasteners; Prep for panic hrdw & closure				\$ -
1		CECO	18ga	3/6	6/8	6 9/16			X	X	2 3/4	90 min	Flush	G	Kitchen to Bar	\$ 1,899.30
		CECO	16 ga	Cold Rolled Steel Frame;								No sill; prep w/dimples & fasteners; Dbl Bore				\$ -
4		CECO	18ga	3/0	6/8	6 9/16			X	X	2 3/4	90 min	Flush	NR	Stairwell to Room Hallway	\$ 1,899.30
		CECO	16 ga	Cold Rolled Steel Frame;								No sill; prep w/dimples & fasteners; prep for panic hrdw & closure				\$ -
4		CECO	18ga	3/0	6/8	4 5/8			X	X	2 3/4	90 min	Flush	NR	Stairwell to Suites	\$ 1,899.30
		CECO	16 ga	Cold Rolled Steel Frame;								No sill; prep w/dimples & fasteners; prep for panic hrdw & closure				\$ -
4		CECO	18ga	3/6	6/8	7 1/8			X	X	2 3/4	No rate	Flush	G	3 thru 6 floor Fire Exits	\$ 1,560.00
		4 CECO	16ga									Galv. Steel Frame; ADA sill; prep w/dimples & fasteners; Prep for panic hardware				\$ -

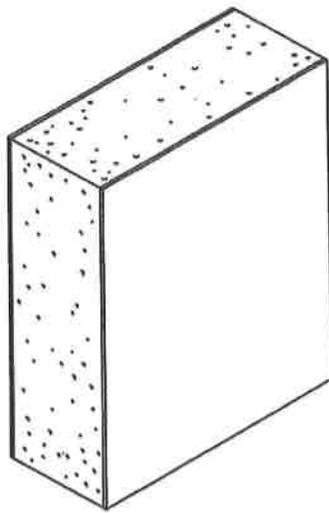
Notes: All doors to be 1 3/4"; Exterior Doors to be insulated; All frames to be dimpled & punched. Include - Butterfly Anchor; closure plate; panic hardware blocking & cylindrical bore blocking; KD Jambs for existing openings; doors to have Mill ADA Threshold; Door Shoe

Exterior

\$ 10,977.20

1-3/4" LEGION (LP) POLYSTYRENE CORE DOORS

FLUSH PANEL STEEL DOORS
BEVELED LOCK EDGE, HANDED

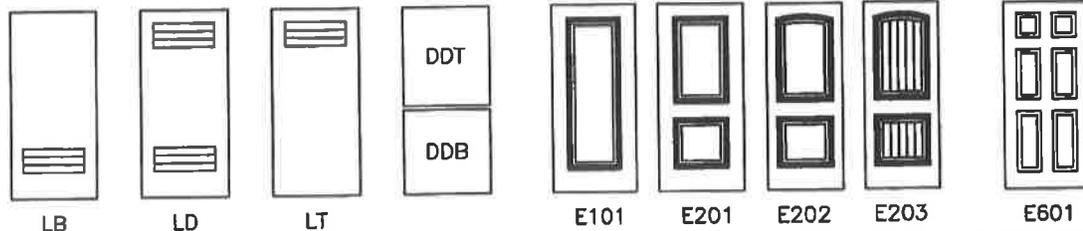
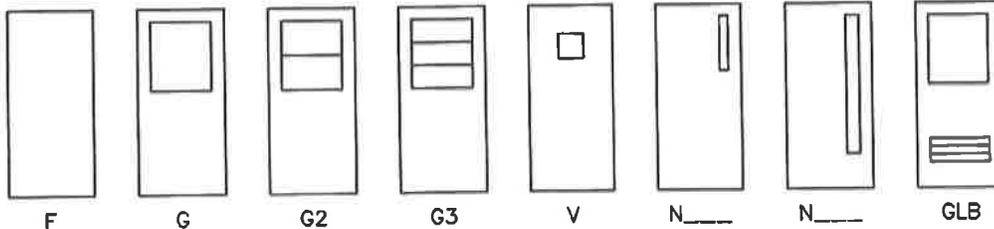


Polystyrene slab, bonded to the inside of both face sheets with a waterproof, contact adhesive.

Suggested Use:

- Interior or Exterior ...*
- Office*
- Motel/Hotel*
- Apartment*
- Condominiums*
- Dormitories*
- Urban Renewal*
- Health Care*
- Institutional*
- Mercantile*
- Public Utility*
- Factory*
- Warehouse*

DOOR DESIGNS



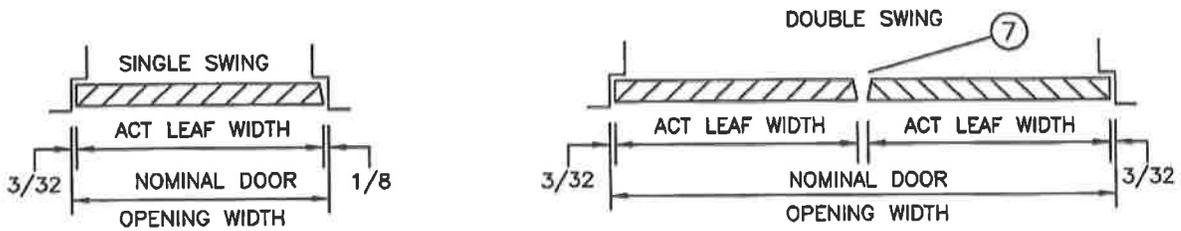
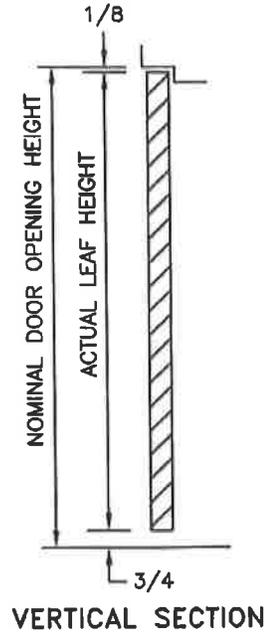
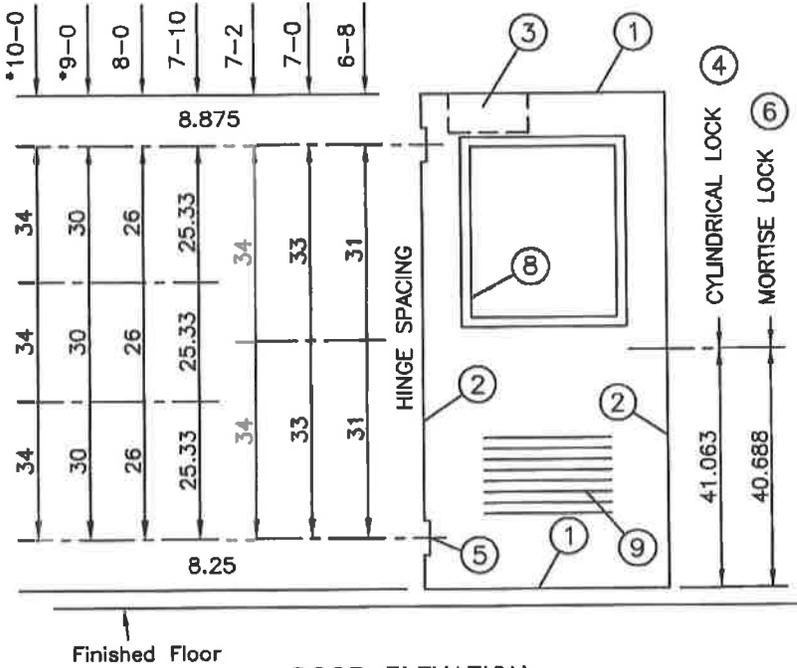
6-PANEL EMBOSSED
DESIGN 4070 MAX.

TECH-DATA

LEGION DOORS

D4A-2

Hardware locations shown match Ceco standard frames.

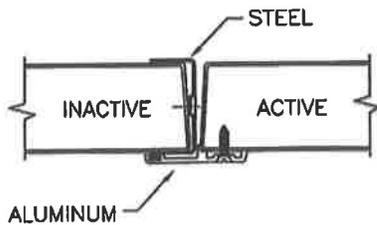


(Conversion: 1" = 25.4 mm, e.g., 1-3/4" = 44.45 mm)

*1 panel & 2 panel designs are limited to 8'0 hgt.

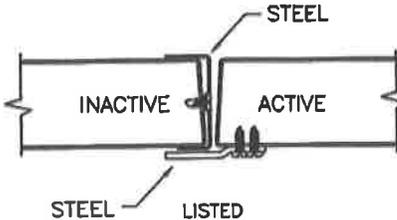
OVERLAPPING ASTRAGAL 4451

FOR 1-3/4" THICK DOORS WITH OPTIONAL POLY-PILE INSERT



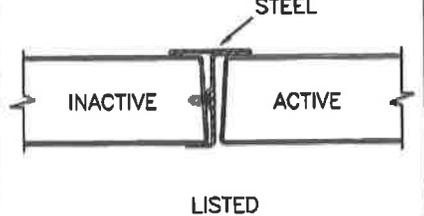
OVERLAPPING ASTRAGAL 4441

FOR 1-3/4" THICK DOORS



OVERLAPPING ASTRAGAL 4471

FOR 1-3/4" THICK DOORS



01/24/13



TECH-DATA

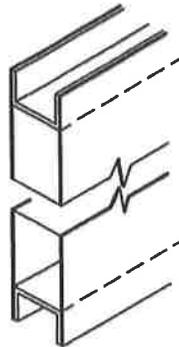
LEGION DOORS

D44-3

16 GAGE STEEL END CHANNELS

WELDED
TO BOTH
FACE SHEETS

INVERTED
TOP AND
BOTTOM



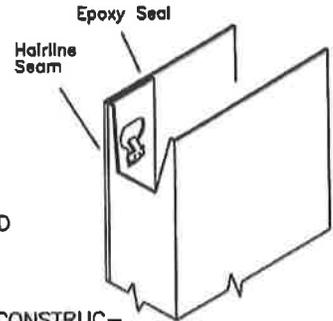
OPTIONAL TOP AND
BOTTOM CAPS ARE AVAILABLE

① VERTICAL EDGES

MECHANICALLY
INTERLOCKED
HEMMED EDGES

ALSO AVAILABLE
SEAMLESS (WELDED
OR BODY FILLER)

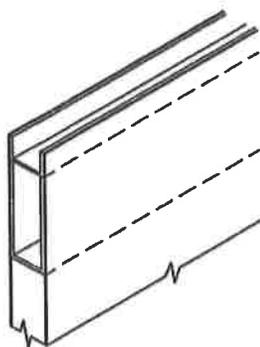
CENTER EDGE SEAM CONSTRUCTION PROVIDED WHEN OVER 9'0" OR 14 GAGE SKINS



②

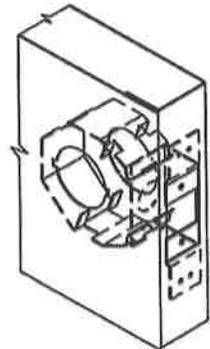
CLOSER REINFORCEMENT (OPTIONAL)

14 GAGE STEEL
CHANNEL 20" LONG



③ LOCK PREPARATION GOV. 160/161 CYLINDRICAL TYPE

(LC1)
(ANSI A115.2)
2-3/4"
BACKSET

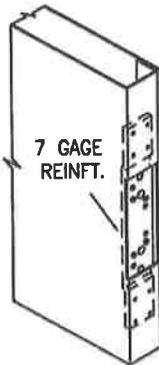


④

HINGE PREPARATION

4-1/2 OR 5 IN.
HIGH, STANDARD
OR HEAVY WEIGHT,
FULL MORTISE
HINGES

HINGE EDGE IS HANDED
AND NOT BEVELED.



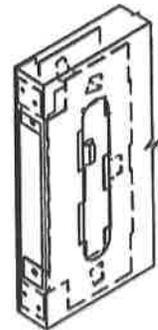
ANSI A156.7
TEMPLATE

⑤ LOCK PREPARATION GOV. 86-4 MORTISE TYPE

(LM1) (ANSI A115.1)
2-3/4" BACKSET

(LM0) SIMILAR TO DETAIL
LESS FACE CUTOUT

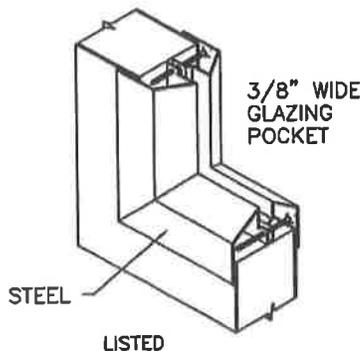
(LPO) SIMILAR TO DETAIL
LESS ALL CUTOUTS
AND REINFORCEMENT



⑥

LOCK EDGE IS BEVELED
1/8" IN 2" (1:16)

GLAZING TRIM SlimTrim

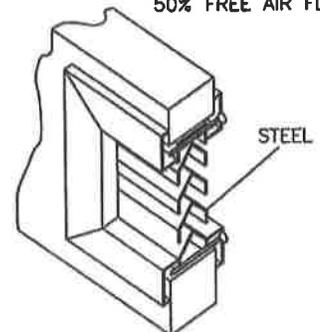


STEEL

LISTED

⑧ FIXED SLAT TYPE LOUVER 4634 FOR 1-3/4" THICK DOORS

50% FREE AIR FLOW



STEEL

3/08/11

Ceco Door
ASSA ABLOY

TECH-DATA

LEGION DOORS

DAA-4

STANDARD SIZES NOMINAL DOOR OPENING

WIDTH		HEIGHT
SINGLE	DOUBLE	
2'-0"	4'-0"	
2'-4"	4'-8"	
2'-6"	5'-0"	6'-8"
2'-8"	5'-4"	7'-0"
2'-10"	5'-8"	7'-2"
3'-0"	6'-0"	7'-10"
3'-4"	6'-8"	8'-0"
3'-6"	7'-0"	9'-0"
3'-8"	7'-4"	10'-0"
3'-10"	7'-8"	
4'-0"	8'-0"	

FIRE DOORS

LABELING AGENCIES:

- UNDERWRITERS LABORATORY
- WARNOCK HERSEY

TEST: UL 10C, UL10B & UL1784

- RATING: 20 MIN, 3/4 HR, 1-1/2 HR, OR 3 HR
- MAX. SIZE: 40 x 80 SINGLE
80 x 80 PAIR *
- *80 x 90 with VERTICAL RODS
- DESIGNS: F, G, N, & V

Not all ratings are available in all sizes, designs and materials.

SIZE LIMITS - DESIGNS

	FLUSH DESIGN	1 PANEL	2 PANEL	6 PANEL
MAX.	40100	3080	3080	4070
MIN.	2068	2868	2868	2668

MATERIAL

DOOR FACE SHEETS	LEVEL	C.R.	GALV		RECOMMENDED DOOR FRAME MATERIAL
			A60	G90	
20 Gage Steel (4080 max.)	Standard Duty	STD	-	-	16 Gage Steel
20 Gage Textured Steel (4080 max.)	Standard Duty	-	STD	-	16 Gage Steel
18 Gage Steel	Heavy Duty	STD	OPT	OPT	16 Gage Steel
16 Gage Steel	Extra heavy Duty	STD	OPT	OPT	16 or 14 Gage Steel
14 Gage Steel	Maximum Duty	STD	OPT	OPT	14 or 12 Gage Steel

PERFORMANCE

Thermal Characteristic Value:	FULLY OPERABLE ASSEMBLIES (ASTM C1363)	R = 2.83	U = 0.35
	CORE CALCULATED (ASTM C518)	R = 6.35	U = 0.157
Sound Transmission Class:	STC 27 (F Design, 18 Gage Face Sheets, ASTM E90 & E413 [Fully Operable])		
Physical Endurance /Level:	Meets ANSI A250.4 Performance Test, 20 GAGE: Level B (500,000 Cycles); 18 and 16 Gage: Level A (1,000,000 Cycles)		

PRODUCT SPECIFICATIONS:

1-3/4" Thick steel doors shall be as manufactured by Ceco Door Products. Doors shall conform to the Steel Door Institute guide specification, ANSI A250.8; see chart below for performance classifications.

LEGION doors are made full-flush or (optional) seamless style. Face sheets are commercial quality cold rolled steel conforming to ASTM A1008...or (optional) hot-dipped galvanized steel conforming to ASTM A924 and A653 -- see chart below.

Legion full-flush doors have mechanically interlocked, hemmed, hairline seams on vertical edges and have no visible seams on faces. Doors specified "seamless" have no visible seams on faces or vertical edges (S.D.I. Model 2). A one piece, polystyrene slab, conforming to ASTM C578 TYPE 1, is bonded to the inside of both face sheets with a waterproof contact adhesive. The top and bottom door edges are closed with 16 gage steel channels welded to both face sheets.

Hardware Provisions: Hinge preparations are handed. Hinge edges are mortised for 4-1/2" or 5" high, standard and heavy weight hinges (specify which). 7 gage steel hinge reinforcements are welded inside the door edge and are drilled and tapped for fasteners in accordance with ANSI A156.7. The lock edge has a standard bevel (1:16) and is prepared for Gov. series 86, 160/161, or 90 locks in accordance with ANSI A115 (specify which). Optional closer reinforcement is a 14 gage steel channel.

Paint: 1-3/4" steel doors shall be provided with one coat of oven-cured neutral color primer paint. Primer coat shall conform with ANSI A250.10. The primer coat is a preparatory base for necessary finish painting. "Colorstyle" finish coat is also available from a selection of standard colors (optional). Colorstyle finish is electrostatically applied, oven-cured urethane enamel and shall conform to ANSI A250.3. For accurate color selectors ask for a Ceco Colorstyle chart.

EXEPTIONS:

- E1, E2, and E6 designs: mortise lock preparation limited to 3'0" width, minimum.
- 1 & 2 panel doors are available in 18 gage face sheets only.
- 6 panel doors are available in 20, 18, & 16 gage face sheets only.
- Panel design door face sheets are formed from A40 galv. steel.

03/15/13

City of Grants Pass

WHERE THE ROGUE RIVER RUNS



FINAL NOTICE AND ORDER TO ABATE DANGEROUS BUILDING

OWNER:

Sooner Redwood HOG LLC
Certified Mail # 7008 3230 0000 8722 0637
2301 W I 44 Service Rd. Ste. 100
Oklahoma City, OK 73112-8766

Sooner Redwood HOG LLC
Certified Mail # 7008 3230 0000 8722 0644
ATTN Don L. Hayes
4141 N. Western Ave.
Oklahoma City, OK 73118

ABATEMENT LOCATION:

Redwood Towers
306 NW 6th St.
Grants Pass, OR 97526
36-05-17-BC Lot 11300

WHEREAS, the 1997 Uniform Code for the Abatement of Dangerous Buildings states: Section 302. For the purpose of this code, any building or structure which has any or all of conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

WHEREAS, the following conditions listed in Section 302 were found by the Fire Marshal:

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas conditions, or heating apparatus, or other cause is determined by the fire marshal to be a fire hazard.

¹Oregon Fire Code 2010 ²Oregon Structural Specialty Code 2010 ³National Fire Protection Association
⁴Oregon Revised Statutes

ABATEMENT NOTICE AND ORDER
SOONER REDWOOD HOG LLC / MAP 36-05-17-BC Lot 11300
Page 2 of 5

WHEREAS, the following life safety violations were noted and past the date of compliance.

- 1. Required fire sprinkler and standpipe system have not been provided with an annual service as required by ¹OFC 901.6.2.**
 - Requirement: The water-based fire protection systems must be maintained to the NFPA 25 Standard (¹OFC 901.6.1) and a report provided to the fire code official (¹OFC 901.6.2). You will have 30 days to complete the required inspection and abate the required items on the report. The fire code official may extend issues that do not constitute a likely failure of the system.**

- 2. There is no means of occupant notification or supervisory signal provided on the fire sprinkler system. The required life safety systems have been disabled.**
 - Requirement: All valves controlling the water supply for automatic sprinkler system and water flow switches shall be electronically supervised by a listed fire alarm control unit per ³NFPA 72 National Fire Alarm Code (¹OFC 903.4). You will have 30 days to complete the required repair and installation.**

- 3. There is not adequate smoke detection provided for the R-1 areas. ¹OFC 4603.6.5, ⁴ORS 479.250.**
 - Requirement: Smoke alarms shall be provided in each sleeping area (¹OFC 4603.7). ⁴ORS 479.270 requires that the owner supply, install and maintain a compliant smoke alarm. You must provide an Oregon compliant smoke alarm in each sleeping area.**

- 4. Fire door assemblies have been removed and/or modified in the stairway. The required fire-resistance-rated doors and/or smoke barriers must be restored to include self-closing as required by ¹OFC 703.1. Additionally,**

¹Oregon Fire Code 2010 ²Oregon Structural Specialty Code 2010 ³National Fire Protection Association
⁴Oregon Revised Statutes

ABATEMENT NOTICE AND ORDER
SOONER REDWOOD HOG LLC / MAP 36-05-17-BC Lot 11300
Page 3 of 5

the doors must be labeled **FIRE DOOR-KEEP CLOSED** as provided in ¹OFC 703.2.1(2).

- Requirement: Opening protectives shall be maintained in an operative condition in accordance with ²OSSC and ³NFPA 80 ¹OFC 703.2. This is to include each door that provides access into the stairway have a rating of not less than 45 minute, be provided with smoke gaskets, and be self-closing/latching. You may provide door hold-open devices connected to smoke protection as provided in ³NFPA 72 National Fire Alarm Code and ¹OFC 703.2.2. I would strongly recommend that you work with the building official to assure the doors will pass inspection.
5. All exit doors must have an approved opening device requiring no special knowledge and requires only one action to open in the direction of exit discharge. Currently, corridor doors to the stairway have deadbolt locks. ¹OFC 1008.1.8.4.
- Doors other than for egress in individual dwelling units must be provided with hardware that unlatches in the direction of exit discharge and shall require no more than one action ¹OFC 1008.1.9.5.
6. The current Westside fire escape to the rear of the building is not accessible without passing through a private apartment. The old fire escape on the north side of the building is obstructed on the third and fourth floor by the HVAC units. Additionally there is no access from the second floor to the ground.
- Requirement: One of the existing fire escapes must be brought into compliance.

The existing fire escape on the north side of the structure needs to have the HVAC compressor units removed and access provided from the second floor to the ground. The existing fire escape must meet all of the requirements of ²OSSC 3406 and ¹OFC 4604.17)

¹Oregon Fire Code 2010 ²Oregon Structural Specialty Code 2010 ³National Fire Protection Association
⁴Oregon Revised Statutes

ABATEMENT NOTICE AND ORDER
SOONER REDWOOD HOG LLC / MAP 36-05-17-BC Lot 11300
Page 4 of 5

The fire escape leading from the west side of the building requires:

1. Egress from the hallway may not pass through a space that can be locked or has a higher hazard rating (²OSSC 1014.2).
 2. The egress only reaches the fourth floor and must be extended to the roof.
 3. The fire escape does not lead from the second floor to the ground due to the walkway being removed. You will need to connect the tower on the structure to the section leading to the ground in a manner approved by the building official.
 4. The doors and windows within 10 feet along the fire escape shall be protected with ¾-hour opening protectives (²OSSC 3406.4, 1022.6 and ¹OFC 4604.17.2).
7. Required illuminated exit signs are not functioning and lead to locked doors. Required means of egress illumination not provided. ¹OFC 4604.3
- o Exit signs must direct occupants to the correct exit and provide egress illumination ¹OFC 4604.3.

WHEREAS, the City of Grants Pass Fire Marshal has determined the above mentioned structure to be a dangerous building.

THEREFORE, the Fire Marshal has determined that the structure must be abated by repair or evacuation of the upper floors, that all required permits be secured, and that the abatement be completed within 30 days from the date of this order. A maximum fine of \$750.00 per day per offence may be assessed as provided in the Grants Pass Municipal Code Section 1.36.010 M.

If the required permits for abatement are not secured, and work completed within 30 days of the date of this order, the Fire Marshal shall order that all but the first floor to be vacated and posted to prevent further occupancy.

An Appeals Board was convened at the request of the owner and after review has upheld the City's Notice and Order to Abate.

¹Oregon Fire Code 2010 ²Oregon Structural Specialty Code 2010 ³National Fire Protection Association
⁴Oregon Revised Statutes

ABATEMENT NOTICE AND ORDER
SOONER REDWOOD HOG LLC / MAP 36-05-17-BC Lot 11300
Page 5 of 5

An inspection of the property will occur within 30 days of this notice. The owner may call for early inspection. If all violations are not abated, the property will be posted with an order to vacate all but the first floor. A maximum fine of \$750.00 per day per offence will be assessed as provided in the Grants Pass Municipal Code Section 1.36.010 M.



Ken Sandlin, Building Official
City of Grants Pass, Oregon



Brian Pike, Fire Marshal
City of Grants Pass, Oregon

10-9-12

Date of Notice and Order

City of Grants Pass
101 NW A Street
Grants Pass, OR 97526

August 21, 2012

Grants Pass Department of Public Safety
Fire Prevention Bureau
ATTN: Joe Hyatt, Fire Inspector
101 NW A Street, Grants Pass, OR 97526

The City of Grants Pass Uniform Code for the Abatement of Dangerous Buildings Appeals Board ("the Board") has reviewed the order to abate a dangerous building issued by the City of Grants Pass ("the City") to Sooner Redwood HOG LLC ("Owner") for 306 NW 6th Street ("the property"). After reviewing the facts of the case, we uphold the City's notice and order to abate the dangerous property.

On December 15, 2011, the City found the building to be occupied and identified several life safety violations. December 16, 2011 City officials reviewed the structure and noticed the building owner of the life safety violations to be corrected in 30 days as indicated in the certified letter issued December 28, 2011.

The city raises seven immediate life safety violations,

- Required fire sprinkler and standpipe system have not been provided with an annual service as required by OFC 901.6.2.
- There is no means of occupant notification or supervisory signal provided on the fire sprinkler system. The required life safety systems have been disabled. OFC 903.4, NFPA 72.
- There is not adequate smoke detection provide for the R-1 areas. OFC 4603.6.5, ORS 479.250.
- Fire door assemblies have been removed and/or modified in the stairway. The required fire-resistance-rated doors and/or smoke barriers must be restored to include self-closing as required by OFC 703.1. Additionally, the doors must be labeled FIRE DOOR-KEEP CLOSED as provided in OFC 703.2.1(2).
- All exit doors must have an approved opening device requiring no special knowledge and requires only one action to open in the direction of exit discharge. Currently, corridor doors to the stairway have deadbolt locks. OFC 1008.1.8.4.

- The current fire escape to the rear of the building is not accessible without passing through a private apartment. The old fire escape on the building is obstructed on the third and fourth floor by the HVAC units. Additionally there is no access from the second floor to the ground.
- Required illuminated exit signs are not functioning and lead to locked doors. Required means of egress illumination not provided. OFC 4604.3

On June 12, 2012, the property was declared a dangerous building. The property was posted and a notice sent to Mr. Hayes to abate the life safety hazards within 30 days or vacate all but the first floor.

June 20, 2012, Mr. Hayes requested an appeal as provided for in Section 501 of the Uniform Code for the Abatement of Dangerous Buildings,

The City has worked with the owner to abate the life safety hazardous as provided in exhibits 1 through 4. The owner representative, Don L. Hayes, produced no evidence other than anecdotal that the life safety violations have been corrected within the time line provided by the City.

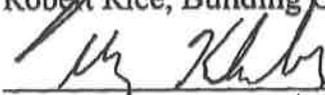
In conclusion, the Board upholds the City's finding that the property is in violation of Section 302 (16) of the 1997 Uniform Code for the Abatement of Dangerous Buildings.



 Robert Rice, Building Official

8/28/2012

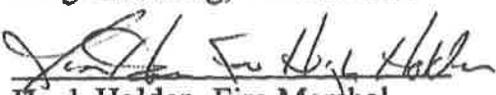
 Date



 Greg Kleinberg, Fire Marshal

9/6/12

 Date



 Hugh Holden, Fire Marshal

9/12/12

 Date

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS AMENDING RESOLUTION NO. 14-6263 AWARDING THE REDWOOD TOWERS (306 NW 6TH STREET) A GRANT IN THE AMOUNT OF \$50,000 FOR EMERGENCY EGRESS AND FIRE SUPPRESSION ACTIVITIES.

WHEREAS:

1. The City has an interest in the vitality and general economic development of the downtown; and
2. A Building Renovation Loan and Grant Program was created by the City Council for the buildings within the Historic District and the Central Business District; and
3. The Grant Review Committee reviewed this grant application in 2014 and found the application met all applicable criteria; and
4. The improvements proposed by the applicant will enhance the downtown's economic vitality by adding additional useable square footage to the inventory of rentable space in the downtown; and
5. The City Council granted the award to the Redwood Towers in November 2014 and wishes to see the improvements proposed fully implemented and feels this is a cause worthy of Community Development Block Grant (CDBG) dollars to accomplish this end; and
6. The City Council proposes to amend the grant by adding an expiration date of six months from the date of adoption of this amendment to the grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grants Pass that it hereby approves the amendment to Resolution No. 14-6263 which awarded the grant request in the amount of \$50,000 and authorizes the City Manager to distribute those funds through CDBG Fund 251 which is a grant that was awarded to the City to promote downtown revitalization. This grant will expire six months from the date of adoption.

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 18th day of January 2017.

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

Darin Fowler, Mayor

ATTEST:

Karen Frerk, City Recorder

Date submitted to Mayor: _____

Approved as to Form, Mark Bartholomew, City Attorney _____