



Council Study Session Meeting Agenda

ASHLAND CITY COUNCIL

STUDY SESSION AGENDA

Monday, October 20, 2025

Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180.

Public comment is welcome on agenda items.

To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online [Public Comment Form](#) by 10 a.m. the day of the meeting.

5:30 p.m. Study Session

I. CALL TO ORDER

II. REPORTS AND PRESENTATIONS

- a. Bonneville Power Administration Provider of Choice Contract
- b. Ownership of City Buildings – City Hall
- c. Ballot Measure Question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?

III. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov,





Council Study Session

Date: October 20, 2025

Agenda Item	Bonneville Power Administration Provider of Choice Contract
Department	Electric
From	Thomas McBartlett III, Director

TIME ESTIMATE

45 min

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

The Ashland Electric Utility purchases wholesale electricity from the Bonneville Power Administration (BPA). The current wholesale contract, known as the Regional Dialogue Contract, expires on September 30, 2028. The replacement for the Regional Dialogue contract is known as the Provider of Choice Contract and is set to go into effect on October 1, 2028. The accompanying presentation is to inform Council of the content of the Provider of Choice contract so that Council can authorize the City Manager to sign the new contract ensuring a long-term reliable source of electricity to meet Ashland's needs

POLICIES, PLANS & GOALS SUPPORTED

Provide safe, reliable, and clean electricity to the residents and businesses of Ashland at an affordable cost.

BACKGROUND AND ADDITIONAL INFORMATION

The electricity that the City purchases from BPA is on average 95% carbon free.

The Provider of Choice contract and the companion Public Rate Design Methodology, while similar in many respects to Regional Dialogue, offer some enhancements and changes that should benefit Ashland going forward.

FISCAL IMPACTS

Fiscal impacts will be determined in the biennium rate setting processes. One of the enhancements of the Public Rate Design Methodology is a component to limit rate impacts in each rate case to avoid future rate shock.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Recommend staff to bring the Provider of Choice contract to a Council Business meeting for Council to authorize the City manager's signature.

REFERENCES & ATTACHMENTS

1. AS_25001_POC Final Contract
2. PRDM-26-A-03-E01

POWER SALES AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF ASHLAND

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Exhibit A Net Requirements and Resources

Exhibit B Contract High Water Marks

Exhibit C Purchase Obligations

Exhibit D Additional Products and Special Provisions

Exhibit E Metering

Exhibit F Transmission Scheduling Service

Exhibit G Terms Related to Transfer Service

Exhibit H Renewable Energy Certificates and Environmental Attributes
Exhibit I Notices and Contact Information
Exhibit J Support Services; Additional Resource and Energy Storage Device Requirements

This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and CITY OF ASHLAND (Ashland), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. Ashland is a municipal corporation, organized and authorized under the laws of the State of Oregon, to purchase and distribute electric power to serve retail consumers from its distribution system within its service area.

RECITALS

Ashland’s power sales agreement Contract No. 09PB-13002 continues through September 30, 2028, and power sales under this Agreement begin on October 1, 2028. All obligations and liabilities accrued under Contract No. 09PB-13002 are preserved until satisfied.

BPA is a functionally separated organization with distinct administrative and decision-making activities for BPA’s power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for such administrative and decision-making activities.

BPA is authorized to market electric power to qualified entities eligible to purchase such power. Under Section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act), 16 U.S.C. § 839c(b)(1), BPA is obligated to offer a power sales agreement to any eligible customer for the sale and purchase of electric power to serve the customer’s regional consumer load not served by the customer’s resources.

In the final Provider of Choice Policy, March 2024 BPA proposed to develop the contracts requested under Section 5(b) of the Northwest Power Act consistent with a tiered rates pricing construct for the Section 7(b) rate, in order to provide signals and to encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

This Agreement effectuates a Contract High Water Mark (CHWM) for Ashland that establishes the amount of power Ashland may purchase from BPA at Tier 1 Rates.

The Parties agree:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. This Agreement is subject to approval of the United States Department of Agriculture Rural Utilities Service until December 31, 2026. Ashland shall send any documentation of such approval to BPA. Power sales by BPA to Ashland under this Agreement shall commence on October 1, 2028, provided

that the Parties have completed any obligations required between the Effective Date and October 1, 2028 as specified under this Agreement.

Until October 1, 2028, section 19, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required under this Agreement that occur prior to October 1, 2028.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.

2. DEFINITIONS

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs) or Public Rate Design Methodology (PRDM). Definitions in **bold** indicate terms that are both defined in the PRDM and that the Parties agree should conform to the PRDM as it may be revised. The Parties agree that if such definitions are revised pursuant to the PRDM, then BPA shall promptly and unilaterally amend this Agreement to incorporate such revised definitions from the PRDM, to the extent they are applicable.

- 2.1 "5(b)/9(c) Policy" means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.
- 2.2 "**7(i) Process**" means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products.
- 2.3 "Above-CHWM Load" means the forecasted portion of a customer's Preliminary Net Requirement that is in excess of the customer's CHWM, if any, as determined in the Above-CHWM Load Process.
- 2.4 "Above-CHWM Load Process" means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: (1) each customer's Preliminary Net Requirement; (2) adjusted CHWMs; and (3) each customer's Above-CHWM Load.
- 2.5 "Annexed Load" means existing load, distribution system (regardless of voltage), or service territory Ashland acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which BPA determines is consistent with BPA's standards of service and has been authorized by agreement between the impacted utilities or by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by Ashland.
- 2.6 "Attribute Pools" shall have the meaning as defined in section 2 of Exhibit H.

- 2.7 “Average Megawatts” or “aMW” means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period.
- 2.8 “Balancing Authority” shall have the meaning as defined in section 1 of Exhibit F.
- 2.9 “Balancing Authority Area” shall have the meaning as defined in section 1 of Exhibit F.
- 2.10 “Block” or “Block Product” means a planned amount of Firm Requirements Power sold to a customer to meet a portion of its regional consumer load.
- 2.11 “Business Day(s)” means every Monday through Friday, except federal holidays.
- 2.12 “**CHWM Contract**” means the power sales agreement between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the PRDM.
- 2.13 “Committed Power Purchase Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that Ashland has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.
- 2.14 “Consumer-Owned Resource” means a Generating Resource connected to Ashland’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which Ashland only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.
- 2.15 “Contracted For, or Committed To” or “CF/CT” shall have the meaning as described in section 20.3.1.1.
- 2.16 “Contract High Water Mark” or “CHWM” means the amount of Firm Requirements Power (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is limited to the lesser of its CHWM or its Net Requirement as established consistent with section 1 of Exhibit A.

- 2.17 “Contract High Water Mark (CHWM) Implementation Policy” means the policy that documents the process details around the FY 2026 CHWM Calculation Process and Above-CHWM Load Process.
- 2.18 “Cumulative Prior Load” shall have the meaning as established in section 20.3.5.2.
- 2.19 “Cycle” shall have the meaning as defined in section 6 of Exhibit J.
- 2.20 “Cycles per Day” shall have the meaning as defined in section 6 of Exhibit J.
- 2.21 “Dedicated Resource” means a Specified Resource or a Committed Power Purchase Amount listed in Exhibit A that Ashland is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.
- 2.22 “Dispatchable Resource” means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in Exhibit J.
- 2.23 “Diurnal” means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.24 “Due Date” shall have the meaning as described in section 16.2.
- 2.25 “Effective Date” means the date on which this Agreement has been signed by both Ashland and BPA.
- 2.26 “Electronic Tag” or “E-Tag” shall have the meaning as defined in section 1 of Exhibit F.
- 2.27 “Eligible Annexed Load” shall have the meaning as defined in section 3.5.7.
- 2.28 “Emissions Allowance” shall have the meaning as defined in section 2 of Exhibit H.
- 2.29 “Energy Storage Device” or “ESD” means a facility used to hold generated electric energy for release at a later time. Energy Storage Devices include energy storage facilities such as batteries. In Exhibit J, BPA documents Energy Storage Devices with alternating current (AC) nameplates (in some cases stated as facility interconnection AC nameplates) greater than 1.000 megawatt.
- 2.30 “Environmental Attribute Accounting Process” shall have the meaning as defined in section 2 of Exhibit H.
- 2.31 “Environmental Attributes” shall have the meaning as defined in section 2 of Exhibit H.

- 2.32 “Existing Resource” means a Specified Resource listed in section 2 of Exhibit A that Ashland was obligated by contract or statute to use to serve Ashland’s Total Retail Load prior to October 1, 2023.
- 2.33 “Federal Columbia River Power System” or “FCRPS” means the integrated power system that includes, but is not limited to, the transmission system constructed and operated by BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation.
- 2.34 “FERC” means the Federal Energy Regulatory Commission, or its successor.
- 2.35 “Firm Requirements Power” means electric power that BPA sells under this Agreement and makes continuously available to Ashland to meet BPA’s obligations to Ashland under Section 5(b) of the Northwest Power Act.
- 2.36 “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30.
- 2.37 “Fiscal Year Transfer Cap” shall have the meaning as defined in section 1 of Exhibit G.
- 2.38 “Flat Annual Shape” means a distribution of energy having the same Average Megawatt value of energy in each month of the year.
- 2.39 “Flat Within-Month Shape” means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month.
- 2.40 “Forecast Year” means the Fiscal Year ending one full year prior to the commencement of a Rate Period.
- 2.41 “FY 2026 CHWM Calculation Process” means the public process where BPA shall calculate each customer’s CHWM in accordance with section 2.4 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.42 “Generating Resource” means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by Ashland or Ashland’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by Ashland or Ashland’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract.
- 2.43 “Heavy Load Hours” or “HLH” shall have the meaning as defined in section 1 of Exhibit F.

- 2.44 “HLH Diurnal Shape” means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light Load Hour (LLH) periods. Such distributions are determined by Ashland consistent with section 8 of Exhibit A.
- 2.45 “Hours of Maximum Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.46 “Initial Transfer Study Deposit” shall have the meaning as defined in Exhibit G.
- 2.47 “Interchange Points” shall have the meaning as defined in section 1 of Exhibit F.
- 2.48 “Inventory” or “Inventories” shall have the meaning as defined in section 2 of Exhibit H.
- 2.49 “Issue Date” shall have the meaning as described in section 16.1.
- 2.50 “Joint Operating Entity” or “JOE” means an entity that meets the requirements of Section 5(b)(7) of the Northwest Power Act.
- 2.51 “Last Transfer Segment” shall have the meaning as defined in section 1 of Exhibit G.
- 2.52 “Light Load Hours” or “LLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.53 “Low Voltage Segment” means the facilities of a Third-Party Transmission Provider that are below 34.5kV.
- 2.54 “Maximum Charge Rate” shall have the meaning as defined in section 6 of Exhibit J.
- 2.55 “Maximum Potential CHWM” shall have the meaning as defined in section 1.2.5 of Exhibit B.
- 2.56 “Maximum Single Hour Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.57 “Net Requirement” means the amount of electric power that a customer may purchase from BPA to serve its Total Retail Load, minus amounts of its Dedicated Resources shown in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act.
- 2.58 “Network Load” shall have the meaning as defined in section 1 of Exhibit G.

- 2.59 “Network Resource” shall have the meaning as defined in section 1 of Exhibit G.
- 2.60 “New Large Single Load” or “NLSL” shall have the meaning as specified in Section 3(13) of the Northwest Power Act and in the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (BPA’s NLSL Policy).
- 2.61 “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that Ashland was or is obligated by contract to use to serve Ashland’s Total Retail Load after September 30, 2023, and (2) any Committed Power Purchase Amounts listed in Exhibit A.
- 2.62 “**New Resource Rate**” or “NR Rate” means the rate for requirements firm power sold to an investor-owned utility (IOU) or public customer pursuant to Section 7(f) of the Northwest Power Act, 16 U.S.C. § 839e(c).
- 2.63 “Northwest Power Act” means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839 et seq., Public Law No. 96-501, as amended.
- 2.64 “On-Site Consumer Load” means the load of an identified retail consumer of Ashland that is electrically interconnected at the same Point of Delivery to Ashland’s system with a Consumer-Owned Resource of that same identified retail consumer. Such load does not utilize BPA or Third-Party Transmission Provider transmission facilities to deliver the generation from the Consumer-Owned Resource to the consumer load.
- 2.65 “Open Access Transmission Tariff” or “OATT” shall have the meaning as defined in section 1 of Exhibit F.
- 2.66 “Peak Load Variance Service” or “PLVS” means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values.
- 2.67 “Planned NLSL” means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of BPA’s NLSL Policy, is expected to become an NLSL during the facility’s next consecutive 12-month monitoring period.
- 2.68 “Planned Transmission Outage” shall have the meaning as defined in section 1 of Exhibit F.
- 2.69 “Point of Delivery” or “POD” means the point where power is transferred from a transmission provider to Ashland.
- 2.70 “Point of Metering” or “POM” means the point at which power is measured.

- 2.71 “Potential NLSL” means a load at a facility that BPA determines is capable of growing ten Average Megawatt or more in a consecutive 12-month monitoring period that may qualify as an NLSL.
- 2.72 “Power Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of BPA-provided electric power.
- 2.73 “**Preliminary Net Requirement**” means a customer’s annual Net Requirement prior to accounting for any New Resources a customer may elect to serve its Above-CHWM Load. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process.
- 2.74 “Primary Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.75 “**Public Rate Design Methodology**” or “**PRDM**” means the methodology describing the manner in which BPA will collect a portion of its Power Revenue Requirement from public customers with a CHWM Contract through a combination of charges, credits, fees, and discounts, as well as the terms and conditions related to any potential changes to the methodology.
- 2.76 “Qualified Capacity Contribution” or “QCC” means the megawatt quantity of capacity provided by a resource, contract, or portfolio as defined by the Western Resource Adequacy Program (WRAP).
- 2.77 “Rate Case Year” means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.
- 2.78 “Rate Period” means the period of time during which a specific set of rates established by BPA pursuant to the PRDM is intended to remain in effect.
- 2.79 “Region” means the Pacific Northwest as defined in Section 3(14) of the Northwest Power Act.
- 2.80 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” shall have the meaning as defined in section 2 of Exhibit H.
- 2.81 “Retire” or “Retirement” shall have the meaning as defined in section 2 of Exhibit H.
- 2.82 “Resource Diurnal Shape” means a distribution of energy within each Diurnal period that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).

- 2.83 “Resource Monthly Shape” means a distribution of energy within each month that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.84 “Resource Support Services” or “RSS” means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in Exhibit J and priced in each regular 7(i) Process consistent with chapter 6 of the PRDM.
- 2.85 “Round Trip Efficiency” shall have the meaning as defined in section 6 of Exhibit J.
- 2.86 “Scheduling Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.87 “Slice/Block Product” means a customer’s purchase obligation under the Slice Product and the Block Product to meet its regional consumer load obligation as described in section 3.1 of the Slice/Block Product CHWM Contract.
- 2.88 “Slice Percentage” means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract.
- 2.89 “Slice Product” means the power product defined in section 5 of the Slice/Block Product CHWM Contract.
- 2.90 “Small Utility Adjustment” means the subsequent CHWM adjustment as provided in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.91 “Specified Resource” means a Generating Resource that has a nameplate capability or maximum hourly purchase amount greater than 1.000 megawatt, that a customer is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource listed in sections 2 and 4 of Exhibit A.
- 2.92 “Storage Capacity” shall have the meaning as defined in section 6 of Exhibit J.
- 2.93 “Submitted Schedule” shall have the meaning as defined in section 3.7.
- 2.94 “Support Services” means a suite of services Power Services provides to customers, including RSS and other Support Services, as defined in Exhibit J and priced in each 7(i) Process consistent with chapter 6 of the PRDM.
- 2.95 “Surplus Firm Power” means firm power that is in excess of BPA’s obligations, including those incurred under Sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.

- 2.96 “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve Ashland’s load.
- 2.97 “Tier 1 Allowance Amount” means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that Ashland is applying to offset its purchase obligation in accordance with section 3.5.2.
- 2.98 **“Tier 1 Marginal Energy True-Up”** means an end-of-Fiscal-Year process that evaluates the difference between forecast and actual energy usage and aligns that difference with appropriate Tier 1 Rate and market-based pricing levels, as described in chapter 4.2 of the PRDM.
- 2.99 “Tier 1 Rate(s)” shall have the meaning as described in chapter 4 of the PRDM.
- 2.100 “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.
- 2.101 “Tier 2 Rate(s)” shall have the meaning as described in chapter 5 of the PRDM.
- 2.102 “Tier 2 Short-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.
- 2.103 “Tier 2 Vintage Rate” means a Tier 2 Rate(s) at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C.
- 2.104 “Total Retail Load” or “TRL” means all retail electric power consumption, including electric system losses, within a customer’s electrical system, excluding:
- (1) those loads BPA and the customer have agreed are non-firm or interruptible loads,
 - (2) loads of other utilities served by such customer, and
 - (3) any loads not on such customer’s electrical system or not within such customer’s service territory, unless specifically agreed to by BPA.
- 2.105 “Transfer Market Purchase” shall have the meaning as defined in section 1 of Exhibit G.
- 2.106 “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E.

- 2.107 “Transfer Request” shall have the meaning as defined in section 1 of Exhibit G.
- 2.108 “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load, (2) Consumer-Owned Resource serving On-Site Consumer Load, or (3) any new non-federal resource pursuant to section 14.6.7.2.
- 2.109 “Transfer Study” shall have the meaning as defined in section 1 of Exhibit G.
- 2.110 “Transmission Curtailment” shall have the meaning as defined in section 1 of Exhibit F.
- 2.111 “Transmission Curtailment Management Service” or “TCMS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.112 “Transmission Event” shall have the meaning as defined in section 1 of Exhibit F.
- 2.113 “Transmission Scheduling Service” or “TSS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.114 “Transmission Scheduling Service-Full” or “TSS-Full” shall have the meaning as defined in section 1 of Exhibit F.
- 2.115 “Transmission Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.
- 2.116 “Transmission System Delivery Plan” or “Delivery Plan” means the plan for each Dedicated Resource serving Ashland’s load or Consumer-Owned Resource serving On-Site Consumer Load that states the transmission system of the load that resource will serve.
- 2.117 “Uncontrollable Force” shall have the meaning as defined in section 18.
- 2.118 “Vintage Resource” shall have the meaning as defined in section 2.5 of Exhibit C.

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION

3.1 Purchase Obligation

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and Ashland shall purchase, Firm Requirements Power in hourly amounts equal to Ashland’s hourly Total Retail Load minus the hourly firm energy from each of Ashland’s Dedicated Resources listed in sections 2, 3, and 4 of Exhibit A and Consumer-Owned Resources listed in sections 7.1, 7.3, and 7.4 of Exhibit A. Ashland shall

determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 Take or Pay

Ashland shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, as applicable to such power, whether or not Ashland took delivery of such power.

3.3 Application of Dedicated Resources

Ashland shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources, listed in section 2 of Exhibit A, and
- (2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A.

Ashland shall use its Dedicated Resources to serve its Total Retail Load, and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining Ashland's Net Requirement. The amounts listed are not intended to govern how Ashland operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

Ashland shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to Ashland's Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to Ashland's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that Ashland is supporting with RSS from BPA. For those Specified Resources applied to Ashland's Tier 1 Allowance Amount, Ashland shall apply all of the output as it is generated to Ashland's Total Retail Load. Ashland shall apply all Existing Resources that are Dispatchable Resources consistent with section 4 of Exhibit J. Ashland shall apply all Specified Resources supported with RSS from BPA to Ashland's Total Retail Load consistent with section 3 of Exhibit J.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource, BPA, in consultation with Ashland, shall determine firm energy amounts for each

Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044, and BPA shall list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)/9(c) Policy, and using the allowable shapes established in section 3.4.

3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve Ashland's Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, Ashland shall provide and use Committed Power Purchase Amounts to meet any amount of such load not met with its Specified Resources during each Rate Period. Ashland shall apply its Committed Power Purchase Amounts, listed in section 3 of Exhibit A, to Ashland's Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 Determining Committed Power Purchase Amounts

By March 31 of each Rate Case Year, BPA shall calculate and update the table in section 3.1.2 of Exhibit A with Ashland's Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the monthly and Diurnal shapes stated in section 3.1.1 of Exhibit A. Upon termination or expiration of this Agreement, any Committed Power Purchase Amounts listed in Exhibit A shall expire, and Ashland shall have no further obligation to apply Committed Power Purchase Amounts.

3.4 Shaping of Dedicated Resources

Ashland's Dedicated Resource amounts shall be shaped as follows.

3.4.1 Initial Monthly and Diurnal Resource Shapes

BPA shall initially state Ashland's Dedicated Resource amounts in Exhibit A with one of the following shapes:

- (1) Specified Resources in the amount of energy within each month and Diurnal period of a year that each resource is expected to generate output as determined pursuant to section 3.3.1.2; and
- (2) Committed Power Purchase Amounts in equal megawatt amounts for each hour in a year.

3.4.2 Reshaping Dedicated Resources

By October 31, 2027, and by October 31 of each Rate Case Year thereafter, Ashland may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2 and 3.1 of Exhibit A, except for those Specified Resources applied to Ashland's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Ashland is supporting with RSS from BPA, for the next Rate Period. After BPA receives such written notice from Ashland, BPA shall, by the following March 31, revise Exhibit A to reflect such election.

3.4.3 Monthly and Diurnal Reshaping Options

Consistent with section 3.4.2, Ashland may elect to reshape one or more of its Dedicated Resources using the allowable shapes described below. If Ashland elects to reshape its Specified Resources, then Ashland shall elect both a monthly and a Diurnal shape for each Specified Resource that is reshaped. If Ashland elects to reshape its Committed Power Purchase Amounts, then the applicable monthly shape will be the Flat Annual Shape and Ashland shall elect a Diurnal shape.

3.4.3.1 Specified Resources

For each Specified Resource listed in section 2 of Exhibit A Ashland may elect to apply each resource, in any of the following shapes:

- (1) Monthly shapes: (A) Resource Monthly Shape; or
(B) Flat Annual Shape.
- (2) Diurnal shapes: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 Committed Power Purchase Amounts

Ashland may elect to apply its Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, in either of the following Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.4 Hourly Resource Shape

Ashland shall apply its Dedicated Resources stated in sections 2 and 3.1 of Exhibit A in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, except for those Specified Resources applied to Ashland's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Ashland is supporting with RSS from BPA.

3.5 Changes to Dedicated Resources

3.5.1 Specified Resource Additions to Meet Above-CHWM Load

With written notice to BPA by July 31 of a Forecast Year, Ashland may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation Ashland may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:

- (1) BPA shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.
- (2) Ashland may elect to reshape such Specified Resources in accordance with section 3.4.3, or may elect to purchase RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with Ashland's elections by March 31 following Ashland's elections under this section 3.5.1.

3.5.2 Specified Resources Added to Tier 1 Allowance Amount

At any time over the term of the Agreement and by written notice to BPA, Ashland may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.2 to its Tier 1 Allowance Amount in section 2 of Exhibit J. BPA shall review such request and revise Exhibit A as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in section 10. Ashland's qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Power Rate Schedules and GRSPs.

3.5.2.1 Tier 1 Allowance Amount Limit

Ashland's Tier 1 Allowance Amount shall be limited to the amount stated in section 2 of Exhibit J, and shall not exceed the lesser of 5 MW or 50 percent of Ashland's CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes Ashland's CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate Ashland's Tier 1 Allowance Amount limit and update Exhibit J if necessary. If Ashland has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier 1 Allowance Amount limit is appropriate. In the event

that BPA reduces Ashland's Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of Ashland's resource(s).

3.5.2.2 Qualifying Specified Resources For Tier 1 Allowance Amount

Any Specified Resource Ashland elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

- (1) the Specified Resource is a New Resource;
- (2) the Specified Resource is connected to Ashland's distribution system, regardless of voltage, and does not utilize BPA or Third-Party Transmission Provider transmission facilities; and,
- (3) the Specified Resource reduces Ashland's Total Retail Load.

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides Ashland a notice of insufficiency and reduces its purchase obligation, in accordance with section 20.2, then Ashland may temporarily add Dedicated Resources to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section 20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells Ashland, then BPA shall notify Ashland of the amount and duration of the reduction in Ashland's Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification Ashland may temporarily add a Specified Resource to section 2 of Exhibit A in the amount and for the duration of such decrement. If Ashland does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

By March 31 of each Rate Case Year, BPA shall revise Ashland's Dedicated Resource amounts listed in the tables of Exhibit A consistent with Ashland's resource removal elections made in accordance with section 10.

3.5.6 Permanent Discontinuance of Resources

Ashland may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory

discontinuance for permanent removal. If BPA makes a determination that Ashland's Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If Ashland does not replace such resource with another Dedicated Resource, then Ashland's additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If Ashland acquires an Annexed Load, Ashland may add Dedicated Resources to Exhibit A, subject to sections 3.5.7.1 and 3.5.7.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load: (1) that is added after the Effective Date, and (2) for which Ashland did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

3.5.7.1 During the Rate Period in which Ashland acquires an Eligible Annexed Load, Ashland may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If Ashland elects to serve such load with Dedicated Resources, then Ashland shall apply such resources for the remainder of the Rate Period. If Ashland elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.

3.5.7.2 For all Rate Periods after the Rate Period when Ashland acquires an Eligible Annexed Load, Ashland shall serve such load pursuant to Ashland's elections and either (1) apply Dedicated Resources or (2) purchase Firm Requirements Power at the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.8 Resource Additions/Removals for NLSLs

3.5.8.1 To serve a Planned NLSL or an NLSL listed in Exhibit D that is added after the Effective Date, Ashland may add Dedicated Resources to section 4 of Exhibit A. Ashland may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that Ashland's NLSL is no longer: (1) an NLSL, or (2) in Ashland's service territory.

3.5.8.2 If Ashland elects to serve a Planned NLSL or an NLSL with Dedicated Resources, then Ashland shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated

Resource amounts that Ashland plans to use to serve the NLSL. Ashland shall establish such firm energy amounts and BPA shall state such amounts in section 4 of Exhibit A for each month beginning with the date the resource was dedicated to the Planned NLSL or NLSL through the earlier of the date the resource will be removed or September 30, 2044. Ashland shall serve the actual load of the Planned NLSL or NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the load at a Planned NLSL or an NLSL is less than the maximum amount in any monthly or Diurnal period, Ashland shall have no right or obligation to use such amounts to serve load other than a Planned NLSL or an NLSL. Specific arrangements to match such resources to the Planned NLSL or NLSL on an hourly basis shall be established in Exhibit D.

3.5.9 PURPA Resources

If Ashland is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A. Ashland shall purchase RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving a Planned NLSL or an NLSL, which Ashland has applied to load consistent with section 20.3, Ashland shall apply the output of Consumer-Owned Resources as follows:

3.6.1 Existing Consumer-Owned Resources

Ashland shall designate, in sections 7.1, 7.2, or 7.3 of Exhibit A, the extent that each existing Consumer-Owned Resource as of the Effective Date will or will not serve On-Site Consumer Load. Ashland shall make such designation to BPA in writing no later than 60 calendar days after BPA publishes, to its publicly available website, Ashland's final CHWMs from the FY 2026 CHWM Calculation Process. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

Ashland shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve On-Site Consumer Load. Ashland shall make such designation to BPA in writing within 120 days of energization of such resource. Such designation shall apply for the term of this Agreement.

Consistent with Ashland's designations, BPA shall list Consumer-Owned Resources serving On-Site Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving On-Site Consumer

Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load in section 7.3 of Exhibit A.

3.6.3 Application of Consumer-Owned Resources Serving On-Site Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve On-Site Consumer Load. Ashland shall ensure that a Consumer-Owned Resource does not exceed the On-Site Consumer Load such resource serves. If a Consumer-Owned Resource exceeds the On-Site Consumer Load, then BPA may adjust Ashland's Total Retail Load used to bill for energy purchases to ensure Ashland pays for energy that was otherwise displaced by the amount of generation of the Consumer-Owned Resource that exceeds the On-Site Consumer Load on any hour. BPA shall determine in its sole discretion whether to make any adjustment based on information Ashland provides to BPA as follows:

- (1) Commensurate with Ashland's designation under section 3.6.2 above, Ashland shall provide BPA information demonstrating that the Consumer-Owned Resource's forecasted generation will not exceed the On-Site Consumer Load it is intended to serve on a monthly basis. Examples of such information include but are not limited to consumer load projections and monthly generation projections for the generating equipment to be installed.
- (2) If Ashland has not provided sufficient information, or if the Consumer-Owned Resource exceeds On-Site Consumer Load, then Ashland shall in accordance with section 15 and section 17.3 of this Agreement: (A) install metering on the On-Site Consumer Load, or (B) provide BPA hourly meter data of the On-Site Consumer Load on a monthly basis in a format specified by BPA.

Ashland shall provide notice to BPA of any significant changes to an On-Site Consumer Load amount as soon as practicable but no later than 60 calendar days after the change.

Ashland must ensure that the Consumer-Owned Resources do not cause negative flow through Ashland's Point of Delivery behind which the resource is located. If negative flow occurs, then BPA shall pass through and Ashland shall pay any costs assessed to BPA resulting from such flow.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Ashland shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A, which serves load other

than On-Site Consumer Load, is scheduled for delivery and: (1) sold to another utility in the Region to serve its Total Retail Load, (2) used by Ashland to serve its Total Retail Load (consistent with section 3.3), (3) marketed as an export, or (4) any combination of (1), (2), and (3) above.

3.6.5 Application of Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

If Ashland designates a Consumer-Owned Resource to serve both On-Site Consumer Load and load other than On-Site Consumer Load, then Ashland shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Consumer-Owned Resource Amounts Serving On-Site Consumer Load

If Ashland selects this Option A, then Ashland shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with power generated by an identified Consumer-Owned Resource. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that the On-Site Consumer Load is less than or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served by Ashland with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts will be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the specified maximum hourly amounts will be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum Firm Requirements Power Serving On-Site Consumer Load

If Ashland selects this Option B, then Ashland shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with Firm Requirements Power. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that On-Site Consumer Load is less or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served with Firm Requirements

Power. Ashland shall serve any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts with power generated by the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the amounts required to be used to serve the On-Site Consumer Load shall be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year Ashland shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in section 7 of Exhibit A. If a Consumer-Owned Resource has permanently ceased operation and Ashland notifies BPA of such cessation, then BPA shall revise section 7 of Exhibit A to reflect such change as long as BPA agrees the determination is reasonable.

3.6.7 Application of Consumer-Owned Resources Serving a Planned NLSL or NLSL

If Ashland is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 20.3 and section 1 of Exhibit D, then BPA shall list such resources in section 7.4 of Exhibit A. Requirements for Ashland's application of Consumer-Owned Resources serving Planned NLSLs and NLSL are included in section 20.3 and section 1 of Exhibit D.

3.6.8 Data Requirements for Consumer-Owned Resources

Ashland shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, Ashland shall provide BPA an hourly schedule(s), in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period ("Submitted Schedule"). Ashland shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

3.7.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the monthly and Diurnal amounts for each Dedicated Resource listed in the tables in sections 2 and 3 of Exhibit A except for those Specified Resources applied to Ashland's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources supported with RSS. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.4.

If the amounts in the Submitted Schedule change in accordance with section 3.5, then Ashland shall send BPA a revised Submitted Schedule including the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 Schedule Format

Ashland shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 Whole Megawatt Amounts

If Ashland's Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, then Ashland shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total.

3.8 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to Ashland in accordance with Exhibit H.

4. THIS SECTION INTENTIONALLY LEFT BLANK

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6. PUBLIC RATE DESIGN METHODOLOGY

6.1 The PRDM applies for the term of this Agreement. BPA shall apply the PRDM in accordance with its terms, which govern BPA's establishment, review and revision of Priority Firm Power (PF) rates pursuant to Section 7(i) of the Northwest Power Act for Firm Requirements Power sold under this Agreement.

6.2 The recitation of language from the PRDM in this Agreement does not incorporate such language into this Agreement. BPA may only revise the PRDM's language in accordance with the requirements of PRDM chapter 9. If BPA revises the language of the PRDM, then BPA will unilaterally amend this Agreement to accordingly modify any such language recited in this Agreement.

6.3 Any disputes over the meaning of the PRDM or rates, including whether BPA is adhering to its obligation under the PRDM to revise the PRDM only in accordance with the PRDM chapter 9, or whether the Administrator is correctly implementing the PRDM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the PRDM or rate, shall (1) be resolved

pursuant to any applicable procedures set forth in the PRDM; (2) if resolved by the Administrator as part of a proceeding under Section 7(i) of the Northwest Power Act, be reviewable as part of the United States Court of Appeals for the Ninth Circuit's review under Section 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such Section 7(i) proceeding (after FERC final confirmation and approval, and subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a Section 7(i) Process and such decision is a final action, be reviewable by the United States Court of Appeals for the Ninth Circuit under Section 9(e)(5) of the Northwest Power Act (subject to any further review by the United States Supreme Court). The remedies available to Ashland through such judicial review shall be Ashland's sole and exclusive remedy for such disputes.

- 6.4 BPA shall not publish a Federal Register Notice regarding BPA rates or the PRDM that prohibits, limits, or restricts Ashland's right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the PRDM or establishment of BPA rates pursuant to the PRDM. For purposes of BPA's conformance to this paragraph, a "rate matter" shall not include budgetary and program level issues, or any other matter unrelated to the PRDM or the establishment of rates pursuant to the PRDM.

7. CONTRACT HIGH WATER MARKS

By September 30, 2026, BPA shall establish Ashland's CHWM in the FY 2026 CHWM Calculation Process and revise Exhibit B to state Ashland's CHWM. Once established, BPA may only adjust Ashland's CHWM as permitted pursuant to Exhibit B. After any adjustment, BPA shall revise Exhibit B to state Ashland's adjusted CHWM.

8. APPLICABLE RATES

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), including Tier 1 Rates and Tier 2 Rates, New Resource Firm Power (NR), and Firm Power and Surplus Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases and services sold under this Agreement are subject to the applicable rates and charges in BPA's Power Rate Schedules, established in accordance with the PRDM, as applicable, and its GRSPs (or their successors) established during a 7(i) Process. Ashland may incur additional charges as established in the applicable 7(i) Process, and as provided in the Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

8.1 Applicability of Tier 1 and Tier 2 Rates

BPA shall establish PF rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to Ashland's purchases as follows:

- (1) Tier 1 Rates shall apply to Firm Requirements Power that Ashland purchases under this Agreement, less: (A) amounts of Firm

Requirements Power priced at Tier 2 Rates elected by Ashland in section 2 of Exhibit C, (B) amounts of Firm Requirements Power priced at the NR or other applicable 7(f) rate purchased for Planned NLSLs and NLSLs pursuant to Exhibit D, and (C) amounts of Firm Requirements Power priced at any other applicable 7(f) rate not limited to either (A) or (B).

- (2) Tier 2 Rates shall apply to such planned annual amounts of Firm Requirements Power that Ashland elects to purchase to serve its Above-CHWM Load, pursuant to Exhibit C, that remain after applying Ashland's New Resources.

9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES

9.1 Tier 2 Rate Alternatives

Subject to the requirements of this section 9 and Exhibit C, and pursuant to the PRDM, Ashland shall have the right to purchase Firm Requirements Power at a Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate.

9.2 Above-CHWM Load Service Options and Tier 2 Rate Elections

BPA shall calculate Ashland's Above-CHWM Load in the Above-CHWM Load Process ahead of each Rate Period.

Ashland has the option to serve its Above-CHWM Load with: (1) Firm Requirements Power purchased from BPA at a Tier 2 Rate or rates, (2) Dedicated Resources, or (3) a specific combination of both (1) and (2).

Within 60 calendar days after BPA publishes, to its publicly available website, Ashland's final CHWMs from the FY 2026 CHWM Calculation Process, Ashland shall determine and provide written notice to BPA of its Above-CHWM Load service election, including its election to purchase Firm Requirements Power at Tier 2 Rates, consistent with section 2.1 of Exhibit C.

BPA shall update Exhibit C to state Ashland's Tier 2 Rate purchase elections and the amount of its purchase obligation of Firm Requirements Power at Tier 2 Rates.

9.3 Amounts of Tier 2 Flat Across All Hours

Amounts of Firm Requirements Power sold by BPA at Tier 2 Rates and purchased by Ashland shall be equal in all hours of the year.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL

Under this section 10, Ashland does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8 of the Agreement. In addition, under this section 10, Ashland does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the

addition of resources under section 3.5.4. Any BPA remarketing of Tier 2 Vintage Rate purchase obligation amounts under this section 10 is subject to section 2.5.6 of Exhibit C.

10.1 New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts for Each Rate Period

If Ashland's Above-CHWM Load as forecasted for each Fiscal Year of an upcoming Rate Period is less than the sum of: (1) Ashland's New Resource amounts serving its Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase obligation amounts, as stated in Exhibit C, then, except as permitted in sections 10.1.3 and 10.1.4 below and in the following order:

- (1) Ashland shall temporarily remove its eligible New Resource amounts, and
- (2) BPA shall remarket Ashland's Tier 2 Rate purchase obligation amounts.

Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase obligation amounts shall apply until either: (1) the removed New Resource amounts plus the remarketed Tier 2 Rate purchase obligation amounts equal the amount by which Ashland's New Resource amounts plus its Tier 2 Rate purchase obligation amounts exceed its Above-CHWM Load, or (2) all of Ashland's New Resources are removed and all of its Tier 2 Rate purchase obligation amounts are remarketed.

10.1.1 If Ashland has more than one New Resource, then by October 31 of each Rate Case Year, Ashland shall notify BPA of the order and associated amounts of Ashland's New Resources that Ashland shall remove for each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with this section 10.1.

10.1.2 If Ashland fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of Ashland's New Resource removal for each Fiscal Year in the upcoming Rate Period to comply with section 10.1.

10.1.3 If compliance with the requirements of section 10.1 would cause Ashland to remove part or all of any New Resource amounts that Ashland uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then by October 31 of each Rate Case Year Ashland may request for BPA to remarket the same amount of Tier 2 Rate purchase obligation amounts until all of Ashland's Tier 2 Rate purchase obligation amounts are remarketed. Following such remarketing, Ashland may either temporarily remove New Resources applied to the Tier 1 Allowance Amount or Existing Resources to the extent necessary to comply with section 10.1, provided that the hourly, monthly, and Diurnal amounts removed

shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that Ashland would have otherwise been obligated to remove.

10.1.4 If: (1) Ashland made an election under section 2.1(3) or section 2.1(4) of Exhibit C to serve all or a portion of its Above-CHWM Load using the flexible option, (2) Ashland has both New Resource amounts and Tier 2 Vintage Rate purchase obligation amounts for serving such Above-CHWM Load, and (3) compliance with the requirements of section 10.1 would cause Ashland to remove part or all of its New Resource amounts, then Ashland may request for BPA to first remarket the Tier 2 Vintage Rate purchase obligation amounts until all of Ashland's Tier 2 Vintage Rate purchase obligation amounts are remarketed before removing any New Resource amounts.

10.2 Partial Resource Removal

When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1 above, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.

10.3 Responsibilities for Remarketing Tier 2 Rate Purchase Obligation Amounts and Disposition of Dedicated Resource

Ashland shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase obligation amounts of Firm Requirements Power.

Except as specified in section 10.4 below, Ashland shall be responsible for the disposition of any amounts of its Dedicated Resources, whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.

10.4 Removal of Resources Taking RSS

If Ashland purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:

10.4.1 Ashland shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit J.

10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase obligation amounts in section 10.3. BPA shall revise Exhibit A to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit J to any amounts of such resources that remain in Exhibit A after resource removal.

11. RIGHT TO CHANGE PURCHASE OBLIGATION

11.1 One-Time Right to Change Purchase Obligation

Under this Agreement Ashland shall have a one-time right to request a change in its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including Annual Flat Block, Diurnally Shaped Monthly Block, Flat Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS), or Slice/Block, if available.

Unless otherwise agreed by the Parties, any Ashland Above-CHWM Load service elections, Dedicated Resource additions, and other elections made under this Agreement prior to the notice made under section 11.2 shall continue to be applicable under the new purchase obligation, provided that BPA may update such terms and conditions consistent with the then-current terms of the new purchase obligation, and additional costs may apply for service under Ashland's new purchase obligation as described in section 11.6.

11.2 Notice and Conditions to Change Purchase Obligation and to Join a JOE

Written notices sent under this section 11.2 must comply with section 1 of Exhibit I. The following sections 11.2.2, 11.2.3 and 11.2.4 shall be in accordance with Section 5(b)(7) of the Northwest Power Act.

11.2.1 Notice of Change to Purchase Obligation

No sooner than October 1, 2028, Ashland may provide written notice to BPA to request a change to its purchase obligation pursuant to section 11.1 above. Such notice to BPA must be at least three years prior to the start of the Rate Period the purchase obligation change would be effective. Ashland's notice shall state: (1) the purchase obligation request, and (2) the Rate Period Ashland requests the change to be effective. The latest date that Ashland may provide notice to request a change to its purchase obligation is September 30, 2037 for a purchase obligation change effective on October 1, 2040.

11.2.2 Joining a JOE For Service Effective October 1, 2028

If Ashland requests to join a JOE for service under the JOE's CHWM Contract effective October 1, 2028, then Ashland's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30, 2027, regardless of Ashland's and the JOE's purchase obligations. Receiving service under the JOE CHWM Contract will not constitute a change to Ashland's purchase obligation under this section 11.

11.2.3 If Customer and JOE Have Same Purchase Obligation

After June 30, 2027, if the BPA-JOE CHWM Contract and Ashland have the same purchase obligation when Ashland requests to join the

JOE, then Ashland's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30 of a Forecast Year for power sales under the BPA-JOE CHWM Contract to begin at the start of the following Rate Period.

11.2.4 If Customer and JOE Have Different Purchase Obligations

After June 30, 2027, if the BPA-JOE CHWM Contract and Ashland have different purchase obligations, including different Block purchase obligations, when Ashland requests to join the JOE, then Ashland's written notice to BPA to request to assign its contract to the JOE must be received no later than three years prior to when power sales under the BPA-JOE CHWM Contract will begin at the start of the subsequent Rate Period.

11.3 Limitations Due to Total Monthly Peak Load Increase

After receiving Ashland's notice under section 11.2, BPA shall evaluate the impact of Ashland's request on BPA's forecast of its total monthly peak load obligation relative to BPA's most recent forecast of its total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements as determined by BPA, for the first Fiscal Year the purchase obligation change would become effective. As part of such evaluation BPA will assess the change to monthly QCC made by (1) a change to Ashland's purchase obligation, and (2) the peak amounts of Ashland's Dedicated Resource(s) as stated in Exhibit A.

If after its evaluation BPA determines that Ashland's request to change its purchase obligation would increase BPA's total monthly peak load obligation relative to BPA's change in QCC forecast in any one month, then BPA may:

- (1) approve Ashland's request and directly assign any costs as stated in section 11.6 below; or
- (2) approve Ashland's request without directly assigning such costs; or
- (3) deny Ashland's request to change its purchase obligation.

If BPA receives multiple requests from customers to change their purchase obligations and such changes would be effective at the beginning of the same Rate Period, then BPA shall evaluate the impact of Ashland's purchase obligation request together with all requesting customers' to assess the aggregate impact of all such purchase obligation change requests. If BPA determines that such requests would increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast in any one month, then in addition to options (1), (2), or (3) above, BPA may:

- (4) approve Ashland's request but defer the date on which Ashland's new purchase obligation change would become effective to the start of a subsequent Rate Period.

If BPA determines after its evaluation that the purchase obligation change(s) would not increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast, then BPA may approve Ashland's request to change its purchase obligation.

BPA will not withhold its approval of Ashland's request except under reasonable circumstances, including but not limited to securing the transmission and metering sufficient to deliver the applicable product.

BPA shall provide customers with an opportunity to comment on any customer's request to change its purchase obligation.

11.4 Restrictions

If, during the term of this Agreement, all customer purchases of the Slice/Block Product become reduced to zero percent, then BPA will retire the Slice/Block Product as a purchase obligation option under this Agreement. After such retirement, Ashland's right to change its purchase obligation will be limited to the Load Following or Block options as outlined in sections 3.1 and 11.1.

11.5 Changes to Block Purchase Obligation

If Ashland requests and BPA completes a change from one Block purchase obligation to a different Block purchase obligation as outlined in section 1 of Exhibit C, then Ashland will have exercised their one-time right to change its purchase obligation as stated above in section 11.1.

11.6 Charges to Change Purchase Obligation

In addition to the limitations established in sections 11.1, 11.2 and 11.3 above, (1) Ashland shall be responsible for fulfilling all rights, obligations, and liabilities associated with its prior purchase obligation, and (2) Ashland may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve Ashland under its new purchase obligation compared to its existing purchase obligation, and (2) would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract. If Ashland makes a request to change its purchase obligation, then BPA shall notify Ashland of any such additional charges. BPA shall not be required to make a payment to Ashland as a result of Ashland changing its purchase obligation.

11.7 Change Confirmation

Within 30 calendar days of BPA's presentation to Ashland of the additional charges determined in section 11.6, and Ashland's maximum Slice Percentage calculated pursuant to section 11.9, if applicable, Ashland shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

11.8 Amendment to Reflect New Purchase Obligation

Following Ashland's confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of Ashland's current purchase obligation with the terms of the new purchase obligation.

11.9 Available Slice Product and Slice Percentage

The total Firm Slice Amount BPA offers to all customers purchasing the Slice/Block Product shall not exceed 25 percent of the sum of CHWMs established in the FY 2026 CHWM Process. If Ashland requests to change to the Slice/Block Product, then BPA shall calculate Ashland's amount of available Slice Product for changes to the Slice/Block Product as follows:

- (1) BPA shall calculate the total amount of available Slice Product in Average Megawatts for purchase by all customers requesting a change to the Slice/Block Product by subtracting (A) the sum of Slice Customers' CHWMs multiplied by 50 percent, from (B) 25 percent of the sum of initial CHWMs established in the FY 2026 CHWM Process.

Expressed as a formula:

Available Slice Product = (25% (sum of initial FY 2026 CHWMs)) – (50% (Slice Customers' CHMW))

BPA shall compare the amount of available Slice Product to 50 percent of the sum of initial CHWMs for all customers requesting a change to the Slice/Block Product to determine the maximum Slice Percentage BPA shall offer to Ashland.

- (2) If the available Slice Product calculated pursuant to section 11.9(1) above is equal to or exceeds 50 percent of the sum of CHWMs for all customers requesting a change to Slice/Block Product, then BPA shall not limit the request.

BPA shall notify Ashland of the available amounts of Slice Product available in accordance with section 11.7. Ashland shall provide a change confirmation to BPA pursuant to section 11.7. Ashland's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

- (3) If the available Slice Product calculated pursuant to section 11.9(1) is less than 50 percent of the sum of CHWMs for all customers requesting a change to the Slice/Block Product, then BPA shall limit the maximum Slice Percentage of those customers requesting a change to Slice/Block Product on a pro rata basis.

BPA shall notify Ashland of the amounts of Slice Product and Ashland shall provide BPA with a change confirmation pursuant to

section 11.7. Ashland's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

If the amount of available Slice Product increases in the future, then BPA, in its sole discretion, may offer Slice Customers with a maximum Slice Percentage that was reduced under section 11.9(3) to less than 50 percent of its CHWM, a pro rata adjustment to increase the maximum Slice Percentage, not to exceed 50 percent of its CHWM.

If BPA determines it will offer an increase under this section 11.9(3), then BPA shall notify such Slice Customers of a potential increase to available Slice Product within 30 calendar days of BPA's receipt of a customer notice pursuant to section 11.2. BPA shall notify such Slice Customers of an actual increase to available Slice Product within 30 calendar days of BPA's receipt of change confirmation, confirming a customer request to leave the Slice/Block Product, that increases available Slice Product pursuant to section 11.7. BPA will identify the Rate Period in which the maximum Slice Percentage will be effective following BPAs receipt of a change confirmation.

BPA may offer the pro rata increase to such Slice Customers without consideration of the effective date of the respective Slice Customer purchase obligation changes to the Slice/Block Product.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If Ashland develops a Generating Resource or engages in conservation activities independently undertaken to serve its loads, then Ashland agrees that it shall forego any request for, and BPA is not obligated to include, billing credits, as defined in Section 6(h) of the Northwest Power Act, on Ashland's bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Residential Exchange

During the term of this Agreement, Ashland agrees it will not seek and shall not receive residential exchange benefits pursuant to Section 5(c) of the Northwest Power Act. Ashland's agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

13. SCHEDULING

From October 1, 2028, through September 30, 2044, Power Services shall provide and Ashland shall purchase Transmission Scheduling Service. The Parties shall administer Ashland's Transmission Scheduling Service consistent with Exhibit F.

14. DELIVERY

14.1 Definitions

- 14.1.1 “Primary Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is forecasted to be made available by Power Services to Ashland for purposes of obtaining a long-term firm transmission contract.
- 14.1.2 “Scheduling Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is made available by Power Services to Ashland for purposes of acquiring transmission service and transmission scheduling.

14.2 Transmission Service

- 14.2.1 Ashland is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt, subject to the provisions included in section 14.6.
- 14.2.2 Ashland shall provide at least 180 days’ notice to Power Services prior to changing Balancing Authority Areas.
- 14.2.3 At Ashland’s request, Power Services shall provide Ashland with Primary Points of Receipt and other information needed to enable Ashland to acquire long-term firm transmission for delivery of power sold under this Agreement. If required by a transmission provider for purposes of transmission scheduling, then Power Services shall provide Ashland with Scheduling Points of Receipt. Power Services has the right to provide power to Ashland at Scheduling Points of Receipt that are different than the Primary Points of Receipt. If BPA does provide power to Ashland at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then BPA shall reimburse Ashland for any incremental, direct, non-administrative costs incurred by Ashland to comply with delivering Firm Requirements Power from such Scheduling Points of Receipt to Ashland’s load if the following conditions, as outlined in (1) or (2) below, have been met:
 - (1) If Ashland has long-term Point to Point (PTP) Transmission Service (as defined in BPA’s Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) Ashland has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and

- (B) Ashland has submitted a request to redirect its long-term firm PTP Transmission Service to deliver Firm Requirements Power and Surplus Firm Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and
 - (C) Ashland's transmission schedule was curtailed due to non-firm status under PTP Transmission Service or Ashland can provide proof of the reimbursable costs incurred to replace the curtailed schedule.
- (2) If Ashland has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
- (A) Ashland has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Ashland's transmission schedule was curtailed due to non-firm status under its secondary service status and Ashland can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

14.3 **Liability for Delivery**

Ashland waives any claims against BPA arising under this Agreement for non-delivery of power to any points beyond the applicable Scheduling Points of Receipt, except for reimbursement of costs as described in section 14.2.3. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for Transfer Service.

14.4 **Real Power Losses**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power and Surplus Firm Power to Ashland's PODs listed in Exhibit E.

14.5 **Metering Losses**

BPA shall adjust measured amounts of power to account for metering losses, if any, that occur between Ashland's PODs and the respective POMs, as specified in Exhibit E.

14.6 **Delivery by Transfer**

Subject to the limitations in this section, BPA agrees to acquire and pay for Transfer Service assessed by the Third-Party Transmission Provider to deliver Firm Requirements Power and Surplus Firm Power to Ashland's Transfer Service PODs, as listed in Exhibit E, in an amount not to exceed Ashland's Total Retail Load on an hourly basis.

BPA and Ashland will coordinate: (1) to ensure that Ashland's relevant characteristics and plans are communicated to the Third-Party Transmission Provider, (2) to confirm that Ashland is aware of relevant details of the Transfer Service it acquires to serve Ashland's load, and (3) to resolve any issues Ashland may have related to the Transfer Service BPA acquires to serve the load.

BPA shall pass through to Ashland the cost of Transfer Service assessed by the Third-Party Transmission Provider for power sold at the NR Rate, including ancillary services and real power losses, in accordance with any applicable BPA Power Rate Schedules and GRSPs.

14.6.1 **Ancillary Services**

BPA shall acquire and pay for ancillary services charged by a Third-Party Transmission Provider needed to deliver Firm Requirements Power and Surplus Firm Power to Ashland's Transfer Service PODs listed in Exhibit E.

If at any time Ashland is not purchasing a specific ancillary service from Transmission Services to deliver Firm Requirements Power and Surplus Firm Power to one or more of the PODs listed in Exhibit E, then Ashland shall pay Power Services any applicable charge(s) for such ancillary service to deliver power to the POD(s) in accordance with the applicable BPA Power Rate Schedules and GRSPs.

14.6.2 **Low Voltage Delivery**

Low voltage delivery is transmission service over the Low Voltage Segment by any Third-Party Transmission Provider's system. For low voltage delivery to identified PODs in Exhibit E, Ashland shall pay Power Services the applicable Transfer Service Delivery Charge rate, or its successor, consistent with the applicable BPA Power Rate Schedules and GRSPs. BPA shall pass through to Ashland any costs associated with delivery to identified PODs in Exhibit E over a Low Voltage Segment that is not subject to the Transfer Service Delivery Charge.

14.6.3 **Direct Assignment Costs**

Ashland shall pay BPA for all directly assigned costs consistent with: (1) Transmission Services' "BPA Facility Ownership and Cost Assignment Guidelines" or its successor, and (2) the "Supplemental Guidelines for Direct Assignment of Facilities Costs Incurred Under Transfer Agreements" under the applicable BPA Power Rate

Schedules and GRSPs. Such costs include but are not limited to: facility, system and generation interconnection study costs, construction costs, upgrade costs, and expansion costs, or other capital costs for facilities directly associated with service to any Ashland PODs assessed by the Third-Party Transmission Provider to BPA. BPA shall pass through to Ashland any credits received by BPA from the Third-Party Transmission Provider from the payment of such directly assigned costs.

14.6.4 Penalties Assessed By the Third-Party Transmission Provider

BPA has the right to pass through to Ashland any penalty charges assessed by the Third-Party Transmission Provider that are associated with BPA's acquisition of Transfer Service to the PODs identified in Exhibit E, except to the extent the penalty is a result of a BPA error. Such charges may include but are not limited to power factor penalties or excessive energy imbalance penalties.

14.6.5 Removal of PODs

BPA may terminate deliveries at a POD if Ashland consents to the termination or if the Parties determine that Ashland's requirements for power at such point may be adequately supplied under reasonable conditions and circumstances at different POD(s): (1) directly from the Federal Columbia River Transmission System, (2) indirectly from the facilities of another transmission owner/operator, or (3) both.

14.6.6 Annexed Loads

BPA shall arrange and pay for Transfer Service to serve Ashland's Annexed Load subject to the limitations in this section 14.6 and Exhibit G. Ashland shall provide BPA written notice of any Annexed Load acquired greater than one Average Megawatt as soon as possible, but no later than 180 days prior to the commencement of service to the Annexed Load. However, BPA's obligation to provide Transfer Service to Ashland's Annexed Load shall be limited as set forth in section 6.2.7 of BPA's Provider of Choice Policy, March 2024, as amended or revised.

14.6.7 Non-Federal Deliveries

Subject to the limitations in this section 14.6 and Exhibit G, BPA agrees to acquire and pay the Third-Party Transmission Provider for Transfer Service to deliver Transfer Service Eligible Resources to Ashland's Transfer Service PODs, as listed in Exhibit E, in an amount not to exceed Ashland's Total Retail Load on an hourly basis.

If Ashland has or is acquiring a Transfer Service Eligible Resource and Ashland has requested that BPA assist in the acquisition of transmission services for such resource, then the Parties shall revise section 7 of Exhibit J to include specific terms and conditions under which BPA will obtain Transfer Service on a Third-Party

Transmission Provider's system for delivery of that resource to Ashland's system.

14.6.7.1 BPA shall pass through to Ashland the cost of Transfer Service assessed by the Third-Party Transmission Provider for: (1) any service to a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D where Ashland has elected to serve the NLSL with a Transfer Service Eligible Resource, regardless of the Delivery Plan for such resource, (2) any Transfer Service Eligible Resource serving a portion of Ashland's Total Retail Load that Ashland is obligated to serve with BPA-provided electric power pursuant to this Agreement, or (3) any Transfer Service Eligible Resource that Ashland is not acquiring and paying for transmission service from Transmission Services for such Transfer Service Eligible Resource.

14.6.7.2 Ashland shall notify BPA if it intends to acquire any new non-federal resources serving Ashland's Transfer Service PODs with a nameplate capability under 1 MW. If BPA notifies Ashland that the new non-federal resource is subject to requirements from the Third-Party Transmission Provider, then such resource shall be treated as a Transfer Service Eligible Resource and subject to the requirements in this section 14.6.7 and Exhibit G. BPA may require metering and scheduling for any such non-federal resources consistent with the metering and scheduling requirements for Dedicated Resources.

14.6.8 Unavailability of Transmission Service

14.6.8.1 BPA shall acquire and pay for Ashland's firm Transfer Service when firm transmission is available. If a Third-Party Transmission Provider: (1) has indicated that long-term firm transmission service necessary to deliver power to any portion of Ashland's load served by Transfer Service is unavailable and (2) identifies upgrades that are necessary to deliver power to Ashland on firm transmission to such load on a long-term basis, then BPA shall attempt to acquire non-firm transmission, or other mutually agreed to interim solution, from the Third-Party Transmission Provider to serve Ashland's load on an interim basis until the identified upgrades are completed and firm transmission is available.

- (1) If a Third-Party Transmission Provider has indicated that neither firm nor non-firm transmission service necessary to deliver power to any portion of Ashland's load served by Transfer Service is available, then (A) BPA shall have no obligation to deliver power under this Agreement to serve

such load until that Third-Party Transmission Provider is able to provide transmission service and (B) Ashland shall not continue forward to serve the load in excess of available transmission service from that Third-Party Transmission Provider.

- (2) If a Third-Party Transmission Provider identifies upgrades necessary to deliver power on firm transmission to any portion of Ashland's load served by Transfer Service on a long-term basis and Ashland declines to pay any costs or deposits that the Third-Party Transmission Provider requires to proceed with the upgrades consistent with section 14.6.3, then (A) BPA shall have no obligation to deliver power under this Agreement to serve such load, and (B) Ashland shall not continue forward to serve the load in excess of available transmission service from that Third-Party Transmission Provider.
- (3) Notwithstanding the above, if a Third-Party Transmission Provider has determined transmission service is unavailable and Ashland continues forward to serve the load in excess of the available transmission service, then BPA shall pass through to Ashland any charges related to transmission service to Ashland's load that the Third-Party Transmission Provider has indicated is unavailable.

14.6.8.2 Prior to any deliveries to any portion of Ashland's load served by Transfer Service using non-firm transmission or other mutually agreed to interim solution, pursuant to this section 14.6.8, BPA will inform Ashland of the terms of service associated with such non-firm transmission arrangements, or other mutually agreed to interim solution, and the Parties shall include such terms in Exhibit D.

14.6.8.3 BPA shall not be liable for any damages incurred by Ashland associated with the Third-Party Transmission Provider's inability to provide firm or non-firm transmission, BPA's inability to acquire transmission service, curtailment of non-firm transmission service, or unserved load.

14.6.9 Changes to Ashland's Third-Party Transmission Provider Transmission Needs

As soon as possible, Ashland shall notify and coordinate with BPA for any significant anticipated changes that would require Ashland to need additional transmission from a Third-Party Transmission Provider. In the event that multiple customers require and request capacity on any portion of the Third-Party Transmission Provider

system, BPA shall address requests, including those in section 14.6.8, on a first come first served basis.

If Ashland fails to notify and coordinate with BPA for any transmission needs greater than one megawatt, then for up to five years, BPA, in its sole discretion, may pass through any Third-Party Transmission Provider costs, including the cost of Transfer Service, related to the transmission needs that Ashland failed to communicate.

14.6.10 If, during the term of this Agreement, Ashland becomes entirely directly-connected to BPA's transmission system and is served entirely without Transfer Service, then upon notification from BPA, this Agreement shall be amended to remove Transfer Service-related provisions, including the provisions of this section 14.6 and Exhibit G.

15. METERING

15.1 Measurement

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, the amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

- (1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of Ashland's service territory; or
- (2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled; or
- (3) the Parties shall use meter data provided by Ashland to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA's applicable Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between Ashland and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for Ashland's power needs under this Agreement consistent with Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA. Ashland authorizes BPA to maintain and replace any BPA owned metering equipment on Ashland's facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, Ashland shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA. Ashland shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA.

15.3 Non-BPA Owned Meters

15.3.1 Non-BPA Owned Meters Owned by Ashland

At Ashland's expense, Ashland shall operate, maintain, and replace, as necessary, all non-BPA metering equipment owned by Ashland that is needed by BPA to forecast, plan, schedule, and bill for power for:

- (1) points of interconnection between Ashland's system and parties other than BPA;
- (2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and
- (3) Generating Resources and Energy Storage Devices listed in Exhibit A and Exhibit J, respectively that are interconnected to Ashland's system.

For the purpose of inspection, Ashland shall grant BPA reasonable physical access to Ashland meters at BPA's request, consistent with Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA.

If, at any time, BPA or Ashland determines that a Ashland owned meter listed in Exhibit E is defective or inaccurate, then Ashland shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by Ashland on Ashland owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA.

15.3.2 Non-BPA Owned Meters Not Owned by Ashland

For non-BPA owned meters not owned by Ashland, and excluding such in section 15.3.3 below, needed by BPA to forecast, plan, schedule and bill for power under this Agreement, Ashland shall make commercially reasonable efforts to arrange with the owner(s) of such meters for the meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources listed in Exhibit A and Energy Storage Devices listed in Exhibit J that require metering.

If, at any time, it is determined that a non-BPA owned meter not owned by Ashland listed in Exhibit E is defective or inaccurate, then Ashland shall make commercially reasonable efforts to arrange with the owner of the meter to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by Ashland listed in Exhibit E, consistent with Ashland's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ashland has with BPA as well as any applicable agreements Ashland may have with the owner of the meter.

15.3.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to Ashland load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.4 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between Ashland and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's

applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.5 Metering an NLSL

In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 20.3.3.

15.6 Metering Exhibit

The Parties shall provide meter data to one another as specified in section 17.3. BPA shall list Ashland's PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall electronically bill Ashland monthly for all products and services, including any charges and credits incurred, provided during the preceding month(s). However, if electronic transmittal of the bill is not possible, then BPA shall mail a physical copy of the bill to Ashland. BPA may send Ashland an estimated bill prior to a final bill and may send subsequent revisions if needed. The Issue Date is the date BPA sends the bill to Ashland.

16.2 Payment

Ashland shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Ashland has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then Ashland shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay Ashland the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 Late Payments

If Ashland has not paid its bill in full by the Due Date, BPA shall apply a daily interest charge to any unpaid balance equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or

(2) the Prime Rate times 1.5, divided by 365.

16.4 Failure to Pay

If Ashland has not paid its bill in full by the Due Date, then BPA shall notify Ashland of nonpayment. Ashland shall have 45 calendar days after receipt of the written notice to cure its nonpayment by making payment in full. If Ashland does not provide full payment within the 45-day cure period, then BPA shall send an additional written notice of nonpayment to Ashland. Ashland shall then have three Business Days after receipt of the additional written notice to provide payment. If Ashland has not provided payment within three Business Days after receipt of the additional written notice and BPA determines in its sole discretion that Ashland is unable to make the payments owed, then BPA may terminate this Agreement pursuant to section 23. Written notices sent under this section 16.4 must comply with section 1 of Exhibit I.

16.5 Disputed Bills

16.5.1 If Ashland disputes any portion of a charge or credit on Ashland's estimated or final bills, Ashland shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Ashland shall pay the entire bill by the Due Date. This section 16.5.1 does not allow Ashland to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section 19, Ashland is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

17. INFORMATION EXCHANGE AND CONFIDENTIALITY

17.1 General Requirements

Upon request, each Party shall provide the other Party any information that is necessary to administer this Agreement and to forecast Ashland's Total Retail Load, forecast BPA system load, comply with North American Electric Reliability Corporation (NERC) reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, forecast and monitor large loads and NLSLs, and otherwise implement this Agreement. For example,

this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, Ashland shall provide information BPA requests about Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for purposes of meeting: (1) BPA's statutory obligations under Section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the reasonable time frames specified in the requests. If Ashland fails to provide BPA with information Ashland is required to provide pursuant to this Agreement and the absence of such information makes it impossible for BPA to perform a calculation, make a determination, or take an action required under this Agreement, then BPA may suspend its obligation to perform such calculation, make such determination, or take such action until Ashland has provided such information to BPA.

17.2 Reports

17.2.1 Within 30 calendar days after final approval of Ashland's annual financial report and statements by Ashland's authorized officer, Ashland shall either e-mail them to BPA at kslf@bpa.gov or, if any of the information is publicly available, then Ashland shall notify BPA of its availability.

17.2.2 Within 30 calendar days after its submittal to the Energy Information Administration (EIA), or its successor, Ashland shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If Ashland is not required to submit such reports to the EIA, then this requirement does not apply.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, Ashland shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, and resources data to facilitate a region-wide assessment of loads and resources in a format, length of time, and level of detail specified in PNUCC's Northwest Regional Forecast Data Request.

After consultation with the Northwest Power and Conservation Council's (Council) Resource Adequacy Advisory Committee, or a successor, BPA may require Ashland to submit additional data to Council that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 17.2.3 are waived if Ashland:
(1) purchases all the power to serve its Total Retail Load from BPA
and (2) uses no Energy Storage Device(s) to serve its Total Retail
Load.

Notwithstanding the above, in no event shall Ashland be obligated
under this section 17.2.3 to provide PNUCC or the Council an
unaggregated load forecast or other unaggregated data that is specific
to an individual end-use consumer or potential end-use consumer of
Ashland, including no obligation to provide the identities of such end-
use consumers.

Ashland may require PNUCC or Council to execute a commercially
reasonable non-disclosure agreement consistent with the terms of
section 17.6 before providing such entities the data and information
required pursuant to this section 17.2.3, as applicable.

- 17.2.4 If Ashland is required by applicable law, their transmission provider,
or directive (i.e. utility board resolution) to prepare and publish long-
term integrated resource plans or resource forecasts, then Power
Services may request and Ashland shall provide Power Services with
updated copies of such.

17.3 Meter Data

- 17.3.1 In accordance with section 15 and Exhibit E, the Parties shall notify
each other of any changes to PODs, POMs, Interchange Points and
related information for which each Party is responsible. Ashland shall
ensure BPA has access to all data from load, Energy Storage Device,
and resource meters that BPA determines are necessary to administer
this Agreement including to forecast, plan, schedule, and bill under
this Agreement. Access to these data shall be on a schedule agreed to
by the Parties. Meter data include, but are not limited to: Ashland's
actual amounts of energy used, expended, or stored for loads,
resources, and Energy Storage Devices, and the physical attributes of
Ashland's meters.

BPA shall provide Ashland access to and Ashland may view meter
data from the meters listed in Exhibit E with an active Customer
Portal agreement, or its successor.

- 17.3.2 Ashland consents to allow Power Services to receive the following
information from Transmission Services and BPA's metering function:
(1) Ashland's meter data, as specified in section 17.3.1, section 15, and
Exhibit E, and (2) notification of outages or load shifts.

- 17.3.3 When the following events are planned to occur on Ashland's system
that will affect the load measured by the meters listed in Exhibit E:

- (1) installation of a new meter,
- (2) changes or updates to an existing meter not owned by BPA,
- (3) any planned line or planned meter outages, and
- (4) any planned load shifts from one POD to another,

then Ashland shall provide BPA with advance notice by e-mailing BPA at mdm@bpa.gov and the contacts shown in section 1 of Exhibit I.

Ashland shall follow all applicable metering procedures and requirements posted to BPA's publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advanced days' notice for the events listed above.

This section 17.3.3 is not intended to apply to retail meters not listed in Exhibit E.

17.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit E, then Ashland shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contacts shown in section 1 of Exhibit I within 72 hours after the event.

17.4 Data for Determining CHWM

Upon request, Ashland shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate Ashland's CHWM. This may include historical load data not otherwise available to BPA and other data necessary to allow BPA to adjust for weather normalization.

17.5 Total Retail Load Forecast

By December 31, 2026, and by each December 31 of each Forecast Year, the Parties shall work together to determine and establish a forecast of Ashland's monthly energy and Ashland's system coincidental peak of Ashland's Total Retail Load for the upcoming ten Fiscal Years.

17.6 Transparency of Net Requirements Process

By July 31, 2028, and by July 31 of each Rate Case Year thereafter, BPA shall make the following information publicly available to Ashland and all other BPA regional utility customers with a CHWM:

- (1) Ashland's measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and
- (2) Ashland's Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

Ashland waives all claims of confidentiality regarding the data described above.

17.7 Confidentiality

Before Ashland provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, Ashland shall clearly designate such information as confidential. BPA shall notify Ashland as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall release such confidential information consistent with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.8 Resources Not Used to Serve Total Retail Load

Ashland shall list in section 6 of Exhibit A all Generating Resources Ashland owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability. At BPA's request, Ashland shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

18. UNCONTROLLABLE FORCES

18.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:

- (1) any curtailment or interruption of firm transmission service on BPA's or a Third-Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to Ashland;
- (2) any failure of Ashland's distribution or transmission facilities that prevents Ashland from delivering power to end-users;
- (3) strikes, work stoppage, or terrorist acts;
- (4) floods, earthquakes, other natural disasters, epidemics, or pandemics; and

- (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.

18.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

18.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:

- (1) promptly notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable;
- (2) use commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable;
- (3) keep the other Party apprised of such efforts on an ongoing basis; and
- (4) provide written notice of the resumption of performance.

Written notices sent under this section must comply with section 1 of Exhibit I.

18.4 The Parties shall keep each other apprised of the status of any Uncontrollable Force once invoked.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Ashland and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 19, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

19.1 **Judicial Resolution**

Final actions subject to Section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Ashland or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 19, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from nonbinding arbitration under this section 19, then Ashland may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 19.

19.2 **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 19.1 above, shall be subject to arbitration, as set forth below.

Ashland may request that BPA engage in binding arbitration to resolve any dispute. If Ashland requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. BPA may request that Ashland engage in binding arbitration to resolve any dispute. In response to BPA's request, Ashland may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 19.1 above and is not resolved via binding arbitration, unless Ashland notifies BPA that it does not wish to proceed with nonbinding arbitration.

19.3 **Arbitration Procedure**

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

19.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 19. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

19.5 Finality

19.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

19.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

19.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

20. STATUTORY PROVISIONS

20.1 Retail Rate Schedules

Ashland shall make its retail rate schedules available to BPA, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 calendar days of each of Ashland's retail rate schedule effective dates. This requirement may be satisfied by Ashland informing BPA of its public website where such information is posted and kept current.

20.2 Insufficiency and Allocations

If BPA determines, consistent with Section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give Ashland a written notice that BPA may restrict service to Ashland. Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register

on March 20, 1996, and shall state the effective date of the restriction, the amount of Ashland's load to be restricted and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency and investor-owned utility customers in the Region purchasing electric power from BPA under Section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice to Ashland. If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that Ashland is obligated to purchase pursuant to section 3 and Exhibit C shall be reduced to the amounts available under such allocation methodology for restricted service.

20.3 New Large Single Loads and CF/CTs

20.3.1 Customer Notice of Large Loads and Determination of an NLSL

Ashland shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as a Potential NLSL, Planned NLSL, or NLSL.

Pursuant to this section 20.3, BPA shall determine if any load associated with a single facility that is capable of growing ten Average Megawatts or more in a consecutive 12-month period is a Potential NLSL or an NLSL. Pursuant to this section 20.3, the Parties shall determine if any load associated with a single facility is a Planned NLSL.

Ashland's Potential NLSLs, Planned NLSLs, and NLSLs shall be subject to monitoring as determined necessary by BPA. For the purposes of section 2.71, this section 20.3, and section 1 of Exhibit D, ten Average Megawatts in a consecutive 12-month monitoring period equates to 87,600,000 kilowatt-hours in any consecutive 12-month period with 365 days and 87,840,000 kilowatt-hours for any consecutive 12-month period with 366 days.

In accordance with BPA's NLSL Policy and the terms of this section 20.3, BPA may determine that a load is an NLSL as follows:

20.3.1.1 Pursuant to Section 3(13) of the Northwest Power Act, BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not Contracted For, or Committed To (CF/CT), as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, will result in an increase in power requirements of such customer of ten Average Megawatts or more in any consecutive 12-month period.

20.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 20.3.1, BPA shall determine if the reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison are due to unusual events reasonably beyond the control of the end-use consumer, and, if so, BPA shall compute the energy consumption as if such reductions had not occurred.

20.3.1.3 The Parties may agree that the applicable increase in load of installed production equipment at a facility will equal or exceed ten Average Megawatts consumption over any 12 consecutive months and that such production load constitutes an NLSL. Any such agreement will be a binding NLSL determination, and BPA shall add the NLSL to section 1 of Exhibit D. Alternatively, the Parties may agree that the load at a facility is expected to become an NLSL during the facility's next consecutive 12-month monitoring period and that such load is a Planned NLSL. BPA shall add the Planned NLSL to section 1 of Exhibit D.

20.3.1.4 Unless the Parties agree pursuant to section 20.3.1.3 above, BPA shall determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load at a facility is an NLSL, then BPA shall notify Ashland and BPA shall add the NLSL to section 1 of Exhibit D if such is not already in Exhibit D after the facility determination pursuant to section 20.3.2.

20.3.1.5 BPA shall list Ashland's CF/CT loads, Potential NLSLs, Planned NLSLs, and NLSLs in section 1 of Exhibit D.

20.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility for the purpose of identifying an NLSL. BPA's determination will be made by applying some or all of the following criteria:

- (1) whether the load is operated by a single end-use consumer;
- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is separately metered from other loads;

- (6) whether the load is contracted for, served or billed as a single load under Ashland's customary billing and service policy or practices;
- (7) consideration of the facts from previous similar situations; and
- (8) any other factors the Parties determine to be relevant.

20.3.3 Access and Metering

Upon BPA request, Ashland shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing Section 3(13) of the Northwest Power Act. Such BPA inspections may include but are not limited to those needed to make a facility, final NLSL, or CF/CT determination. Ashland shall coordinate with the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

For any load that is monitored by BPA for an NLSL determination, and for any load at any facility that was determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree, Ashland may install meters meeting specifications BPA provides to Ashland. Ashland and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. Ashland shall coordinate with BPA and the end-use consumer to arrange for metering locations that allow accurate measurement of the load at a facility. Ashland shall arrange for BPA to have physical access to such meters and Ashland shall ensure BPA has access to all meter data for loads that are monitored under this section 20.3 and section 1 of Exhibit D that BPA determines are necessary to forecast, plan, schedule, and bill for power.

20.3.4 Billing for Large Loads Capable of Growing By More Than 10 aMW in 12-Month Monitoring Period

At the time a load starts to increase, if BPA does not determine that such increase in load is a Planned NLSL or an NLSL, then BPA shall bill Ashland for the increase in load at a facility at the applicable PF rates during any consecutive 12-month monitoring period.

If BPA later determines that the increase in load is an NLSL, then BPA shall revise Ashland's monthly bills from the monitoring period to reflect the difference between the assessed PF rates and the applicable NR Rates in effect for the monitoring period in which the increase takes place. Ashland shall pay the balance on each revised bill, which will include simple interest on the assessed amount. BPA shall compute simple interest on the assessed amount from the original Due Date of any bill that included days from the applicable

monitoring period to the Due Date of the revised bill that will be issued. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which the monitoring period began) divided by 365. After BPA's NLSL determination, Ashland shall make a service request or election for the NLSL pursuant to section 20.3.6.

If BPA concludes in its sole judgment that Ashland has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under this section 20.3, then BPA may determine any large load capable of growing ten Average Megawatts or more in a consecutive 12-month period or any Potential NLSL subject to monitoring to be an NLSL, in which case Ashland shall be billed and pay in accordance with the preceding paragraph. Such NLSL determination shall be final unless Ashland proves to BPA's satisfaction that the applicable increase in load did not equal or exceed ten Average Megawatts in any 12-month monitoring period.

20.3.5 Load Status at the End of the Consecutive 12-Month Monitoring Period

At the end of each consecutive 12-month monitoring period of a load at a facility, BPA will determine if the metered load at the facility has grown by ten Average Megawatts or more during the preceding consecutive 12-month monitoring period. To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D, from the metered load at the facility for the preceding consecutive 12-month monitoring period.

20.3.5.1 Load Growth By 10 Average Megawatts or More

If the load at a facility has grown by ten Average Megawatts or more in the preceding consecutive 12-month monitoring period, then the facility is an NLSL. BPA shall notify Ashland of the NLSL designation and shall update section 1 of Exhibit D. Any future increases in the load shall be part of the NLSL.

20.3.5.2 Load Growth Less Than 10 Average Megawatts

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period, then BPA shall notify Ashland that the load remains a Potential NLSL or Planned NLSL, and BPA may continue to monitor the load growth in the subsequent consecutive 12-month monitoring period. BPA shall also determine if liquidated damages are applicable pursuant to section 1 of Exhibit D.

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring

period(s), then BPA will track the cumulative total load at the facility from one monitoring period to the next. For purposes of this section 20.3 and section 1 of Exhibit D, the cumulative total load, including load increases and load reductions, from the prior 12-month monitoring period(s) will be referred to as the “Cumulative Prior Load”. At the end of each 12-month monitoring period, BPA shall update section 1 of Exhibit D with the amount of Ashland’s Cumulative Prior Load and include the amount of Cumulative Prior Load in the calculation of Ashland’s Firm Requirements Power eligible for service at BPA’s PF rates for the subsequent consecutive 12-month monitoring period.

20.3.5.3 Load at a Facility Included in Customer’s Firm Requirement Power

For purposes of this section 20.3 and section 1 of Exhibit D, the amount of Cumulative Prior Load of a Potential NLSL or Planned NLSL when BPA determines the facility to be an NLSL will be the fixed amount of Ashland’s load at a facility that BPA will include in its calculation of Ashland’s Firm Requirements Power eligible for service at BPA’s PF rates. BPA may adjust the fixed amount of Ashland’s load at a facility that BPA will include in its calculation of Ashland’s Firm Requirements Power eligible for service at BPA’s PF rates if Ashland’s load at the facility reduces by 10 aMW below the fixed amount.

Upon BPA’s determination that a monitored load is an NLSL, all measured amounts of such NLSL that exceed the load at the facility that is included in Ashland’s Firm Requirements Power calculation shall be part of Ashland’s NLSL, which will be served in accordance with this section 20.3 and section 1 of Exhibit D.

As applicable, BPA shall update the table in section 1.5.2 of Exhibit D with the fixed amount of load at the facility to be included in the calculation of Ashland’s Firm Requirements Power eligible for service at BPA’s PF rates.

20.3.6 Service Options for Planned NLSLs and NLSLs

Ashland may:

- (1) serve any Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts added to Exhibit A that are not already being used to serve Ashland’s Total Retail Load in the Region. If Ashland elects to serve its NLSL with Dedicated Resource or Consumer-Owned Resource Amounts, then such election shall be binding on Ashland for the remaining term of this Agreement; or

- (2) request to have BPA serve any Planned NLSL or NLSL at the applicable NR Rate consistent with section 20.3.7 below.

If Ashland serves any Planned NLSL or NLSL with Committed Power Purchase Amounts, then Ashland shall provide BPA with information necessary for BPA's compliance with regional resource adequacy planning requirements pursuant to section 22.1 and section 5 of Exhibit J.

If Ashland has existing Planned NLSLs or NLSLs as of the Effective Date of this Agreement, and if Ashland has not notified BPA which service option above it chooses for each applicable Planned NLSL or NLSL above by the start of the CHWM Load Process for FY 2029, then Ashland's default election for all such existing Planned NLSLs and NLSLs shall be consistent with section 20.3.6(1) above.

If Ashland changes its purchase obligation pursuant to section 11 of this Agreement, and (1) Ashland has requested and BPA has started an NLSL service study or (2) Ashland has Planned NLSLs or NLSLs served by BPA at the NR Rate, then BPA will assess future service for such Planned NLSLs or NLSLs on a case-by-case basis.

20.3.7 Request for NLSL Service Study, Summary Report, and NLSL Service Election

If Ashland would like BPA to serve a Planned NLSL or an NLSL at the NR Rate, then Ashland shall submit a written request to BPA for an NLSL service study no sooner than the Effective Date of this Agreement.

Ashland shall provide BPA all information requested by BPA necessary to study Ashland's Planned NLSL or NLSL. After BPA determines it has all necessary information, BPA shall conduct an NLSL service study that may last up to three years from the date of Ashland's request.

During the study period, BPA shall: (1) assess the ability of BPA to serve the Planned NLSL or NLSL with firm power and (2) periodically keep Ashland apprised of its study progress. BPA shall bill Ashland and Ashland shall pay all costs associated with the NLSL service study, including but not limited to staff time and third-party costs associated with completing a study.

Once BPA completes the NLSL service study, BPA will provide Ashland with the NLSL service study summary report for BPA to make power available to serve the NLSL with firm power at the NR Rate. The NLSL service study summary report will state the conditions of BPA making power available to serve the NLSL such as: the anticipated date BPA could provide power, costs arrangements,

any BPA resource acquisition needs, any additional information required, and any identified constraints that may be known.

Power Services will coordinate with Transmission Services to complete and implement any NLSL service study to identify anticipated timing of available transmission to incorporate any new resource acquisition into the FCRPS for any new resources Power Services forecasts. Coordination between Power Services, Transmission Services and Ashland is necessary to facilitate arrangements between Ashland and Transmission Services for delivery of Firm Requirements Power to Ashland to serve a Planned NLSL or an NLSL under Ashland's transmission service agreement with Transmission Services.

Within 90 calendar days of receipt of the NLSL service study summary report, Ashland shall elect in writing to: (1) have BPA serve the Planned NLSL or NLSL at the NR Rate starting on the date stated in the summary report and consistent with section 20.3.6(2) above; or (2) continue to serve the Planned NLSL or NLSL with non-federal resource(s) consistent with section 20.3.6(1) above. Such election shall be binding on Ashland for the remaining term of this Agreement.

If Ashland elects to have BPA serve the Planned NLSL or NLSL at the NR Rate, then the Parties will revise Exhibit D to include the terms and conditions of the NLSL service study summary report, including a provision for liquidated damages, or develop a stand-alone agreement with such terms.

20.3.8 Planned NLSL and NLSL Service During the Study Period and Until the NR Service Start Date

While BPA conducts an NLSL service study and until Ashland's elected service start date at the NR Rate, Ashland may serve its Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts consistent with section 20.3.6(1). BPA shall revise section 4 or 7.4 of Exhibit A to include such resources.

At any time while BPA is conducting an NLSL service study, Ashland may request BPA discontinue the NLSL service study and elect to serve the Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts for the term of this Agreement. If a Planned NLSL becomes an NLSL during the NLSL study period, BPA shall update Exhibit D to reflect the change.

20.3.9 Submittal of Initial Forecast

If Ashland is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, Ashland shall provide BPA with forecasted energy amounts for such resources for each Diurnal period and peak amounts for each month to serve any

Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use Ashland's initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA determines Ashland's initial forecast to be unreasonable, then BPA may replace Ashland's initial forecast with a final forecast that BPA develops. If Ashland is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then BPA shall revise section 4 or 7.4 of Exhibit A to state such amounts by September 1 of each year.

20.3.10 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.10.1 Consumer-Owned Resources

Ashland's consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section 7.4 of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within Ashland's service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in accordance with section 15 and section 17 of the body of this Agreement.

If Ashland serves a Planned NLSL or an NLSL with a Consumer-Owned Resource, then Ashland may be required to purchase NR Support Services pursuant to requirements in the applicable Power Rate Schedules and GRSPs.

For purposes of determining Ashland's monthly power billing determinants, the load at a facility will be calculated by subtracting the actual generation from Ashland's Consumer-Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.

The generation from such Consumer-Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust Ashland's power billing determinants

to account for hourly excess Consumer-Owned Resource generation and may assess other charges or penalties in accordance with any applicable BPA Power Rate Schedules and GRSPs.

20.3.10.2 On-Site Renewable Resource/Cogeneration Exception

For purposes of this section 20.3.10.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

Ashland may request to have BPA serve an NLSL at a PF equivalent rate, as established in the applicable 7(i) Process, if the following criteria are met:

- (1) Ashland's end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at a facility, that is otherwise not eligible to be served at PF rates, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind Ashland's meter to the load at the facility, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL Policy and BPA's Provider of Choice Contract Record of Decision (ROD), August 2025, as amended or replaced.

If Ashland meets the criteria above and BPA grants Ashland's request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

20.4 Priority of Pacific Northwest Customers

The provisions of Sections 9(c) and 9(d) of the Northwest Power Act and the provisions of the Pacific Northwest Consumer Power Preference Act as amended by the Northwest Power Act, as implemented pursuant to BPA's 5(b)/9(c) Policy, are incorporated into this Agreement by reference. Ashland, together with other customers in the Region, shall have priority to electric power consistent with such provisions.

20.5 Prohibition on Resale

Ashland shall not resell Firm Requirements Power except to serve Ashland's Total Retail Load or as otherwise permitted by federal law.

20.6 Use of Regional Resources

20.6.1 Within 60 calendar days prior to the start of each Fiscal Year, Ashland shall provide notice to BPA of any firm power from Ashland's Generating Resources during its term, listed in Exhibit A that has been used to serve firm consumer load in the Region and that Ashland plans to export for sale outside the Region in the next Fiscal Year. Firm power includes firm energy and firm peaking capability.

BPA may request and Ashland shall provide within 30 calendar days of such request, additional information on Ashland's sales and dispositions of non-federal resources if BPA has information that Ashland may have made such an export and not notified BPA. BPA may request and Ashland shall provide within 30 calendar days of such request, information on the planned use of any or all of Ashland's Generating Resources.

During any Rate Period that Ashland has no purchase obligation for Firm Requirements Power under section 3, Ashland shall have no obligation to notify BPA of its exports under this section; provided, however, Ashland shall provide notification of all applicable exports in Rate Periods when it has a purchase obligation.

20.6.2 Ashland shall be responsible for monitoring any firm power from Generating Resources it sells in the Region to ensure such firm power is planned to be used to serve firm consumer load in the Region.

20.6.3 Subject to the 5(b)/9(c) Policy, if Ashland fails to report to BPA in accordance with section 20.6.1 above, any of its planned exports for sale outside the Region of firm power from a Generating Resource that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export which was not reported was made, then BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount and for the duration of the export that was not reported and by any continuing export amount. Decrements under the preceding sentence shall be first to power that would otherwise be provided at the applicable firm power rate, as determined by BPA. When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

20.6.4 For purposes of this section 20.6, an export for sale outside the Region means a contract for the sale or disposition of firm power from a Generating Resource during its term that has been used to serve firm consumer load in the Region, which contract will be performed in a manner that such output is no longer used or not planned to be used

solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's 5(b)/9(c) Policy will not be considered an export. Firm power from a Generating Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource as established under the resource planning criteria generally used within the Region.

20.6.5 For purposes of this section 20.6, if Ashland has notified BPA that it will join and participate in an organized market using non-federal firm power produced by a Generating Resource dedicated to supply its Total Retail Load as identified in Exhibit A, then to the extent the organized market operates geographically both within and outside the Region, Ashland's participation in such market will not be considered an export outside the Region, provided Ashland's dedicated non-federal power obligation remains unchanged from the amount identified in Exhibit A. Ashland's participation in an organized market shall not increase the firm energy requirements of Ashland or other customers of the Administrator, as determined by the Administrator.

20.7 BPA Appropriations Refinancing

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

21. STANDARD PROVISIONS

21.1 Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party. Upon Ashland's request, and to the extent BPA determines it is practicable, BPA shall provide Ashland a reasonable opportunity to review any unilateral provision or exhibit revisions, or the data that will be input into an exhibit revision, prior to BPA making such unilateral revisions.

21.2 Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

21.3 Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without: (1) the other Party's written consent, which shall not be unreasonably withheld; and (2) the written consent of the United States Department of Rural Utilities Service. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. Ashland may not transfer or assign this Agreement to any of its retail consumers.

21.4 No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

21.5 Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

21.6 BPA Policies

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of Ashland to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of Ashland to seek judicial review of any such policy.

21.7 Rate Covenant and Payment Assurance

Ashland agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable Ashland to make the payments required under this Agreement, or (2) BPA identifies in a letter to Ashland that BPA has other reasonable grounds to conclude that Ashland may not be able to make the payments required under this Agreement. If Ashland does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 1 of Exhibit I.

- 21.8 Procedure in the Event of Federal Base System Resource Loss**
BPA shall provide notice to Ashland if BPA expects the loss of Federal Base System Resource, as defined in Section 3(10) of the Northwest Power Act, that: (1) is in excess of 450 aMW in a single year and is expected to last for a period of five or more years, and (2) the replacement cost of which would be included in the Tier 1 Cost Pool.

BPA shall conduct a public process to discuss targeted policy and CHWM Contract amendments if, within 30 calendar days of such notice provided in this section 21.8, a majority of CHWM Contract customers, or their representatives, indicate in writing to BPA the customer's support to open a public process to discuss targeted policy and contract amendments. For purposes of calculating utility count under this section, JOE Members will be counted individually.

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to Ashland of the date that BPA's participation will end.

The remainder of this section 22 will not apply if BPA is not participating in WRAP.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding Ashland's load and resources in compliance with WRAP requirements. Consistent with this section 22, section 17, and section 5 of Exhibit J, Ashland shall provide BPA with any necessary and requested information, forecasts, and attestations associated with Ashland's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

22.1.1 By October 1, 2027, BPA shall notify Ashland of its preferred mode of communication for WRAP-related information.

22.1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from Ashland for any Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load relevant to the WRAP. Ashland shall provide BPA with a signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section 5 of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

22.2 WRAP-Related Charges Under a Sharing Event

If BPA incurs any charges from WRAP attributed to Ashland's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA shall pass through such charges, or the portion of such charges

related to Ashland's resources, to Ashland, subject to the terms of section 5 of Exhibit J.

If BPA does not incur a charge from the WRAP entity but does incur a WRAP-related cost attributed to Ashland's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA may assess a charge pursuant to BPA's applicable Power Rate Schedules and GRSPs and as established in a 7(i) Process.

22.3 WRAP and Resource-Related Exhibit Revisions

By June 30, 2027, Ashland and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22. Such revision may include terms and conditions such as, but not limited to: BPA's preferred mode of communication, Ashland notices relevant to WRAP, pass through charges for resources (subject to the limitations in section 22.2 above), terms related to JCAFs, load exclusions, and any other terms necessary to facilitate BPA's participation in WRAP.

In addition, if after June 30, 2027 Ashland elects to apply a Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load to load for the first time, then Ashland and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22.

22.4 Load Exclusions

For purposes of this section 22, "load exclusion" means a distinct and separately metered load of Ashland for which BPA is not the exclusive wholesale provider and that is excluded from BPA's WRAP participation.

Ashland's request for a load exclusion, and BPA's decision of whether to allow such load exclusion, shall be pursuant to section 5 of Exhibit J.

23. FUTURE AMENDMENT FOR DAY-AHEAD MARKET IMPLEMENTATION

If BPA decides, or has decided, to join a day-ahead market to serve Ashland's load, then BPA shall conduct a public process to discuss implementation details of BPA's decision and work with customers to determine: (1) any necessary amendments to the Provider of Choice power sales agreements, including any necessary to align with an updated Transmission Services tariff and settlements under an organized market, and (2) the anticipated timeline for executing such amendments. Such public process shall not be construed as reconsideration of BPA's market decision. Any amendments negotiated during such public process shall be limited to those necessary to implement a day-ahead market and shall not be conditioned by either Party on modification to any other provision under this Agreement not related to implementing a day-ahead market. Following the conclusion of such public process, BPA shall issue the final amendment template and, based on the agreed-upon timeline, prepare and offer Ashland a contract amendment using the amendment template. Ashland's agreement to such amendment consistent with this section 23 shall not be unreasonably withheld.

Following BPA joining a day-ahead market to serve Ashland's load and the Parties amend this Agreement pursuant to this section 23, BPA shall also conduct a public process on the topic of settlements for the Slice Product in the day-ahead market that BPA joins.

24. TERMINATION

BPA may terminate this Agreement if:

- (1) Ashland fails to make payment as required by section 16.4, or
- (2) Ashland fails to provide payment assurance satisfactory to BPA as required by section 21.7.

Such termination is without prejudice to any other remedies available to BPA under law.

25. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF ASHLAND

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name Sabrina Cotta
(Print / Type)

Name Kevin Mozena
(Print / Type)

Title City Manager

Title Account Executive

Date _____

Date _____

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Exhibit A
NET REQUIREMENTS AND RESOURCES

1. NET REQUIREMENTS

BPA shall establish Ashland's Net Requirement based on its Total Retail Load minus: (1) Ashland's Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit, and (2) Consumer-Owned Resources determined pursuant to section 3.6 of the body of this Agreement and listed in sections 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change Ashland's purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.4.2, 3.5, 3.6 and 10 of the body of this Agreement.

2. LIST OF SPECIFIED RESOURCES

Ashland does not have any Specified Resources at this time.

3. COMMITTED POWER PURCHASE AMOUNTS

3.1 Committed Power Purchase Amounts Used to Serve Total Retail Load

3.1.1 Shape of Committed Power Purchase Amounts

BPA shall calculate Ashland's Committed Power Purchase Amounts using the Flat Annual Shape monthly shape and the selected Diurnal shape listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Shape of Committed Power Purchase Amounts		
Monthly Shape	Diurnal Shape Choice	
Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
X		X
X		X
X		X
X		X

3.1.2 Committed Power Purchase Amounts

Ashland does not have any Committed Power Purchase Amounts at this time.

3.2 Committed Power Purchase Amounts for 9(c) Export Decrements

Ashland does not have any Committed Power Purchase Amounts for 9(c) export decrements at this time.

4. **DEDICATED RESOURCE AMOUNTS USED TO SERVE PLANNED NLSLs AND NLSLs**

Ashland does not have any Dedicated Resource amounts serving a Planned NLSL or an NLSL at this time, in accordance with sections 3.5.8 and 20.3 of the body of this Agreement.

5. **TOTAL DEDICATED RESOURCE AMOUNTS**

Ashland does not have any Dedicated Resource amounts at this time.

6. **LIST OF RESOURCES NOT USED TO SERVE TOTAL RETAIL LOAD**

Pursuant to section 17 of the body of this Agreement, Ashland does not own any Generating Resources that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability.

7. **LIST OF CONSUMER-OWNED RESOURCES**

7.1 **Consumer-Owned Resources Serving On-Site Consumer Load**

Pursuant to section 3.6 of the body of this Agreement, Ashland does not have any Consumer-Owned Resources serving On-Site Consumer Load at this time.

7.2 **Consumer-Owned Resources Serving Load Other than On-Site Consumer Load**

Pursuant to section 3.6 of the body of this Agreement, Ashland does not have any Consumer-Owned Resources serving load other than On-Site Consumer Load at this time.

7.3 **Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load**

Pursuant to section 3.6 of the body of this Agreement, Ashland does not have any Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load at this time.

7.4 **Consumer-Owned Resources Serving Planned NLSL or NLSL**

Pursuant to section 20.3.10 of the body of this Agreement, Ashland does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.

8. **TABLES FOR HLH DIURNAL SHAPE**

8.1 **Specified Resources**

If Ashland elects the HLH Diurnal Shape for its Specified Resources, then Ashland shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming Rate Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Rate Period. Ashland shall submit the tables to BPA when Ashland makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to Ashland's submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2 Committed Power Purchase Amounts

If Ashland elects the HLH Diurnal Shape for its Committed Power Purchase Amounts, then Ashland shall submit to BPA in writing its elected ratios of megawatt-hours per hour in HLH to megawatt-hours per hour in LLH by October 31 of a Rate Case Year. Ashland shall submit to BPA twelve monthly ratios and such monthly ratios shall apply for all years of the corresponding Rate Period. BPA shall update the table below pursuant to Ashland's submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate Ashland's Committed Power Purchase Amounts using the ratios in the table below.

HLH Diurnal Shape for Committed Power Purchase Amounts												
Rate Period	HLH to LLH Ratios (HLH:LLH)											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2029 – FY 2030												
FY 2031 – FY 2032												
FY 2033 – FY 2034												
FY 2035 – FY 2036												
FY 2037– FY 2038												
FY 2039 – FY 2040												
FY 2041– FY 2042												
FY 2043 – FY 2044												

9. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ashland's elections regarding the application and use of all resources owned by Ashland and Ashland's retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit A will be made by mutual agreement of the Parties.

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Exhibit B
CONTRACT HIGH WATER MARKS

1. CONTRACT HIGH WATER MARK (CHWM)

1.1 CHWM Amount

By September 30, 2026, BPA shall fill in the table below with Ashland's CHWM. Once established, BPA may only adjust Ashland's CHWM as permitted pursuant to section 1.2 of this exhibit.

CHWM (annual aMW) ^{1/}:	
<u>Note:</u> BPA shall round the number in the table above to three decimal places.	
^{1/} CHWM amount effective October 1, 2028.	

1.2 CHWM Adjustments

BPA shall determine any adjustments to Ashland's CHWM pursuant to this section 1.2. BPA shall notify Ashland of any adjustments and the date such adjustment will be effective.

1.2.1 Corrections for NLSLs

If after BPA establishes Ashland's CHWM pursuant to section 7 of the body of this Agreement, BPA determines that a load included in Ashland's Total Retail Load in the CHWM calculation was an NLSL or became an NLSL in FY 2023, then BPA shall adjust Ashland's CHWM by removing the FY 2023 load associated with the NLSL from Ashland's weather normalized Total Retail Load. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Ashland written notice of the CHWM adjustment and its effective date, and will provide Ashland with a revised Exhibit B. In the event of an adjustment, and subject to any applicable statute of limitations, Ashland shall pay any charges calculated by BPA to account for the ineligible PF rate purchases dating back to October 1, 2028.

1.2.2 Annexed Load

If Ashland annexes load from a utility that has a CHWM Contract, then BPA shall increase Ashland's CHWM in an amount determined as follows:

- (1) If Ashland and the other utility involved in the annexation agree on the amount of the CHWM transfer to Ashland, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Ashland and the other utility cannot agree on the amount of the CHWM transfer to Ashland, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then BPA shall calculate the amount of

Ashland's CHWM transfer using the following formula; provided however that BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information provided by Ashland and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Other utility's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Ashland and the other utility after the transfer exceed the total CHWM amount of Ashland and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that Ashland begins service to the Annexed Load.

1.2.3 Ceded Load

If another utility with a CHWM Contract annexes load of Ashland, then BPA shall reduce Ashland's CHWM in an amount determined as follows:

- (1) If Ashland and the other utility involved in the annexation agree on the amount of the CHWM transfer to the other utility, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Ashland and the other utility cannot agree on the amount of the CHWM transfer to the other utility, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then BPA will calculate the amount of Ashland CHWM transfer using the following formula; provided however, BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information advanced by Ashland and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Ashland's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Ashland's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Ashland and the other utility after the transfer exceed the total CHWM amount of Ashland and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that the annexing utility begins service to the Annexed Load.

1.2.4 Court Order on Annexation

BPA shall adjust Ashland's CHWM due to annexation if BPA's Administrator determines that a court order requires BPA to do so. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Ashland written notice of the CHWM adjustment and revised Exhibit B as soon as reasonably practical.

1.2.5 Small Utility Adjustment

BPA shall determine in its sole discretion whether Ashland qualifies for the Small Utility Adjustment. If Ashland is eligible for the Small Utility Adjustment, then BPA shall also determine Ashland's Maximum Potential CHWM for purposes of this section 1.2.5. For purposes of this section 1.2.5, "Maximum Potential CHWM" means the lesser of: (1) double Ashland's CHWM as calculated in the FY 2026 CHWM Calculation Process, or (2) 5 aMW. By September 30, 2026, BPA shall fill in the table below indicating such eligibility and Ashland's Maximum Potential CHWM.

Eligible for Small Utility Adjustment	Maximum Potential CHWM

If Ashland is eligible for the Small Utility Adjustment as indicated above, then during each Above-CHWM Load Process BPA shall determine whether an adjustment is needed and calculate such adjustment as provided below. Any such adjustment would be added to Ashland's CHWM.

- (1) BPA will determine whether Ashland's Preliminary Net Requirement exceeds its CHWM.
- (2) If Ashland's Preliminary Net Requirement is less than its CHWM, then BPA shall make no adjustment to Ashland's CHWM.
- (3) If Ashland's Preliminary Net Requirement exceeds its CHWM, then BPA shall calculate a CHWM adjustment in an amount equal to the difference between Ashland's Preliminary Net Requirement and its CHWM not to exceed Ashland's Maximum Potential CHWM stated above.
- (4) If a proposed CHWM adjustment under section 1.2.5(3) above would exceed Ashland's Maximum Potential CHWM, then BPA

shall reduce such adjustment to an amount resulting in a CHWM that equals Ashland's Maximum Potential CHWM.

- (5) If Ashland's CHWM has been adjusted pursuant to section 1.2.5(4) above, then BPA shall make no additional change to Ashland's CHWM except as otherwise provided for in this Exhibit B.

For any Rate Period that BPA adjusts Ashland's CHWM pursuant to this section 1.2.5, BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide Ashland written notice of the CHWM adjustment and revised Exhibit B. For purposes of the Tier 1 Marginal Energy True-Up rate, Ashland's CHWM shall be the Maximum Potential CHWM as stated above.

2. REVISIONS

BPA shall unilaterally revise this exhibit pursuant to section 1 of this exhibit. All other changes to this Exhibit B will be made by mutual agreement of the Parties.

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Exhibit C
PURCHASE OBLIGATIONS

1. FIRM REQUIREMENTS POWER AT TIER 1 RATES

The portion of Ashland's purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 One-Time Above-CHWM Load Service Elections

Pursuant to section 9.2 of the body of the Agreement, Ashland shall elect one of the following four options below to serve its Above-CHWM Load which shall apply for the term of the Agreement except when Ashland elects to change its Tier 2 Long-Term Rate purchase election amount pursuant to the terms and conditions of sections 2.3.2 and 2.3.3 of this exhibit.

BPA shall revise this exhibit by March 31, 2027, to indicate Ashland's initial election and purchase obligation by adding an "X" to the box next to the applicable option below.

- Initial Election ☐ (1) **Option A. All Tier 2 Long-Term Rate option**
Ashland shall purchase and BPA shall serve all of Ashland's Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.
- Initial Election ☐ (2) **Option B. Fixed Tier 2 Long-Term Rate option then flexible option**
Ashland shall purchase and BPA shall provide up to a fixed Average Megawatt amount of Ashland's Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, Ashland shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

Fixed aMW Amounts - Tier 2 Long-Term Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: The amount in the table should be rounded to three decimal places.								

Initial Election ☐ (3) **Option C. Fixed flexible option then Tier 2 Long-Term Rate option**

Ashland shall elect up to a fixed Average Megawatt amount of Above-CHWM Load that will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election, Ashland shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load that will be served up to under the flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

Ashland shall purchase and BPA shall serve any remaining Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate.

Fixed aMW Amounts - Flexible Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> the amount in the table should be rounded to three decimal places.								

Initial Election ☐ (4) **Option D. All flexible option**

Ashland's Above-CHWM Load shall be served with (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

If Ashland fails to notify BPA of its Above-CHWM Load service election pursuant to section 9.2 of the body of this Agreement, then Ashland shall be deemed to have elected option D under section 2.1 of this exhibit and Ashland shall serve all of its Above-CHWM Load amounts with the options stated in section 2.1(4) above.

Ashland's total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and Ashland shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement shall be stated in the table below in section 2.9.

2.2 Rounding Option

If Ashland elects option B, C, or D under section 2.1 above, then by July 31, 2027, Ashland may elect to have BPA serve up to 0.999 aMW of its Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM, for the

term of the Agreement. No later than March 31, 2028, BPA shall indicate Ashland's election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each Forecast Year, Ashland may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by March 31 following Ashland's notification.

Rate Period	Rounding Option Elected
BP-29	
BP-31	
BP-33	
BP-35	
BP-37	
BP-39	
BP-41	
BP-43	
Note: Add X if customer elects rounding option.	

2.3 Tier 2 Long-Term Rate

2.3.1 Election Opportunity and Tier 2 Long-Term Rate Purchase Obligation Amount

Ashland may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If Ashland elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power Ashland is obligated to purchase at the Tier 2 Long-Term Rate for the upcoming Rate Period as follows.

If Ashland elects option A under section 2.1, then the amount of Firm Requirements Power Ashland is obligated to purchase at the Tier 2 Long-Term Rate shall equal Ashland's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If Ashland elects option B under section 2.1, then the amount of Firm Requirements Power Ashland is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of Ashland's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Ashland elects option C under section 2.1, then the amount of Firm Requirements Power Ashland is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of Ashland's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

Tier 2 Long-Term Rate Purchase Obligation Amount								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with the annual Average Megawatts, rounded to three decimal places.								

2.3.2 Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee

Ashland shall have a one-time right to request to reduce its Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if: (1) Ashland submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving Ashland's Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether Ashland's request to reduce its Tier 2 Long-Term Rate election amount meets the notice requirements. BPA shall notify Ashland if the request does not meet the notice requirements.

If BPA determines that Ashland's request meets the notice requirements, then BPA shall reduce Ashland's Tier 2 Long-Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with Ashland's updated Tier 2 Long-Term Rate election amount, and (2) update Ashland's election in section 2.1 if applicable.

2.3.3 Right to Reduce Tier 2 Long-Term Election Amount with a Fee

2.3.3.1 Changes to Tier 2 Long-Term Elections

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement Ashland shall have a one-time right to reduce its Tier 2 Long-Term Rate election amount under section 2.1 above, including reducing such amount to zero.

2.3.3.2 Notification and Service Options

Ashland shall notify BPA in writing of its one-time election to reduce the amount of power Ashland is obligated to purchase

under section 2.3.3.1 above no less than three years prior to the start of the Rate Period that its election would be effective.

Ashland's election under section 2.3.3.1 above shall be binding for the remaining term of the Agreement.

If Ashland elects to reduce its Tier 2 Long-Term Rate election amount pursuant to section 2.3.3.1 above, then Ashland shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

Ashland shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit C.

2.3.3.3 Exhibit Updates

By March 31 following Ashland's election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with Ashland's updated Tier 2 Long-Term Rate election amount, and (2) update Ashland's election in section 2.1 of this exhibit. BPA will update Exhibit A with any changes to Ashland's Dedicated Resource amounts.

2.3.3.4 Charges to Change Tier 2 Long-Term Election Amount

Ashland shall pay any charges that apply as a result of Ashland exercising the one time right to change its Tier 2 Long-Term Rate election amount under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs. BPA shall not make payment to Ashland as a result of BPA reducing the fixed up to Average Megawatt amounts of Firm Requirements Power that Ashland is obligated to purchase at Tier 2 Long-Term Rates.

2.4 Tier 2 Short-Term Rate

Subject to the limitations in section 2.4.1 below, Ashland may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If Ashland elects options B, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, Ashland shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short-Term Rate for the following Rate Period. Subject to the limitations in section 2.4.2 below, BPA shall update the table below by March 31 of each Rate Case Year

to state the amount of power Ashland is obligated to purchase at the Tier 2 Short-Term Rate as follows.

If Ashland elects option B under section 2.1, then the amount of Firm Requirements Power Ashland may request to purchase at the Tier 2 Short-Term Rate shall not exceed the difference between Ashland's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, and the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Ashland elects option C under section 2.1, then the amount of Firm Requirements Power Ashland may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of Ashland's Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

If Ashland elects option D under section 2.1, then the amount of Firm Requirements Power Ashland may request to purchase at the Tier 2 Short-Term Rate, shall not exceed Ashland's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

Tier 2 Short-Term Rate Purchase Obligation Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with annual Average Megawatts, rounded to three decimal places.								

2.4.1 Limitations on Tier 2 Short-Term Rate Amounts

BPA shall attempt to acquire power to serve Ashland's total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short-Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers' requests to purchase power at the Tier 2 Short-Term Rate, then each applicable Rate Period BPA:

(1) shall notify Ashland of the unavailability of power at the Tier 2 Short-Term Rate and (2) may limit the amount of Firm Requirements Power at the Tier 2 Short-Term Rate that Ashland can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier 2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier 2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate

If necessary pursuant to section 2.4.1 above, BPA shall determine Ashland's pro-rata amount of power available for purchase at a Tier 2 Short-Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers' aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, Ashland shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 Failure to Make an Election

If Ashland fails to make an election and does not notify BPA of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above, then BPA shall enter "zero" for the applicable Fiscal Years of the Rate Period. Ashland shall serve its remaining Above-CHWM Load amounts with Dedicated Resources to meet its Above-CHWM Load and any amounts will be updated in Exhibit A in accordance with section 2.6 below.

2.4.4 Liability

In no event shall BPA make payment to Ashland as a result of Ashland electing to reduce the amounts of Firm Requirements Power that Ashland is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to Ashland if it is unable to secure power to meet requests for purchases at the Tier 2 Short-Term Rate.

2.5 Tier 2 Vintage Rate Alternative

If Ashland elects option B, C, or D under section 2.1 above, then Ashland is eligible to purchase Firm Requirement Power at a Tier 2 Vintage Rate, if offered by BPA, as described in this section 2.5. For purposes of this section 2.5, "Vintage Resource" means the output of a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years and that forms the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate. BPA may offer to sell Firm Requirements Power at a Tier 2 Vintage Rate whenever it acquires a Vintage Resource.

BPA shall notify customers with a CHWM Contract at least 60 calendar days prior to making a Request For Offer (RFO) for a Vintage Resource. Within

30 calendar days of such notice, Ashland shall notify BPA of the amount of Firm Requirements Power it will purchase from BPA at a Tier 2 Vintage Rate associated with the Vintage Resource.

Following the close of the RFO, BPA shall determine, in its sole discretion, whether to proceed with acquiring the Vintage Resource. If BPA decides to proceed with acquiring the Vintage Resource, then BPA will notify Ashland of the available quantity, if any, of Firm Requirement Power that customer is eligible to purchase at the Tier 2 Vintage Rate, and the estimated Tier 2 Vintage Rate. Ashland shall execute a Statement of Intent, as stated in section 2.5.1 below, to purchase identified amounts of Firm Requirements Power at the applicable Tier 2 Vintage Rate. The Statement of Intent will include the process and timing to elect the Vintage Alternative and execute a Statement of Intent.

2.5.1 Statement of Intent

If Ashland elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Ashland shall sign a Statement of Intent provided by BPA which will state the amount of power Ashland commits to purchase at a Tier 2 Vintage Rate. The Statement of Intent will be binding unless BPA does not complete the acquisition of the Vintage Resource consistent with section 2.5.3 below.

2.5.2 Tier 2 Vintage Rate

BPA shall determine the applicable Tier 2 Vintage Rate in accordance with the PRDM and applicable Power Rate Schedules and GRSPs. BPA will restate in the Statement of Intent the applicable Tier 2 Vintage Rate for the Vintage Resource.

2.5.3 BPA Acquisition of Vintage Resource

If BPA acquires the Vintage Resource, then BPA shall notify Ashland that the acquisition is complete and update the table in section 2.5.8 below with the amount of Firm Requirements Power sold at a Tier 2 Vintage Rate and the contract number for the Statement of Intent. If BPA does not complete the acquisition of the Vintage Resource, then BPA shall notify Ashland, and the Statement of Intent will become null and void. If BPA does not complete the acquisition, then Ashland's current elections for service to its Above-CHWM Load above shall continue to apply.

2.5.4 Additional Provisions Applicable to the Statement of Intent

2.5.4.1 Additional Terms and Conditions in Statement of Intent

In addition to paying the Tier 2 Vintage Rate, Ashland will also be subject to such additional terms and conditions associated with its selection of the Tier 2 Vintage Rate as described in the Statement of Intent. Such additional terms may include, but are not limited to, liquidated damages, if applicable, associated with the purchase of the Vintage Resource.

2.5.4.2 Duration of Statement of Intent

The Tier 2 Vintage Resource amounts applied to serve Ashland's Above-CHWM Load under this Agreement will not apply beyond the expiration of this Agreement, except as stated in the Statement of Intent.

2.5.4.3 Maximum Amount of Firm Requirements Power at Tier 2 Vintage Rate

The maximum amount of Firm Requirements Power Ashland is eligible to purchase at a Tier 2 Vintage Rate will be equal to the annual maximum forecast of Ashland's flexible Above-CHWM Load amounts of Ashland's election under section 2.1, minus any Dedicated Resources serving Ashland's Above-CHWM Load. BPA will develop the annual maximum forecast of Ashland's flexible Above-CHWM Load amounts at the time BPA issues the RFO for the Vintage Resource. Such forecast shall apply for the term of BPA's acquisition of the Vintage Resource or the term of this Agreement, whichever terminates first.

2.5.4.4 Commencement of the Vintage Resource

Ashland's Statement of Intent shall include procedures for how BPA will address the availability and timing of a Vintage Resource, if the timing of such Vintage Resource is not concurrent with the timing of any elections made by Ashland in sections 2.1 and 2.4 of this exhibit.

2.5.5 Multiple Requests for Vintage Resource

Ashland's Statement of Intent shall include procedures for how BPA will address multiple requests for Firm Requirements Power sold by BPA at a Tier 2 Vintage Rate if the aggregate amount of customer requests exceeds the amount of the Vintage Resource.

2.5.6 Tier 2 Vintage Amounts in Excess of Above-CHWM Load

If Ashland purchases an amount of power from BPA at a Tier 2 Vintage Rate that exceeds its current Above-CHWM Load, then BPA, in its sole discretion, may either:

- (1) determine any amount of power that exceeds Ashland's Above-CHWM Load as surplus power and provide such to Ashland at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed by Ashland; or
- (2) in accordance with section 10 of this exhibit, and pursuant to the PRDM, provide a remarketing service for the power that exceeds Ashland's Above-CHWM Load until Ashland's Above-CHWM Load can accommodate the contracted amount of power purchased at the Tier 2 Vintage Rate.

2.5.7 Treatment of Tier 2 Vintage Rate and Tier 2 Short-Term Rate Purchase Obligations

In addition to the right to purchase power at a Tier 2 Vintage Rate established in this section 2.5, Ashland may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Ashland is purchasing power at Tier 2 Short-Term Rates, if BPA determines, in its sole discretion, to offer Ashland a Statement of Intent that would provide Ashland the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates.

Any election by Ashland to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Ashland of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

Any amounts of power that Ashland is obligated to purchase at a Tier 2 Vintage Rate or Tier 2 Short-Term Rate that exceeds its Above-CHWM Load will be treated pursuant to section 2.5.6 above.

2.5.8 Tier 2 Vintage Rate Elections, Amounts and Exhibit Updates

If applicable, BPA shall update the table below within 90 calendar days of signing the Statement of Intent, with Ashland's Tier 2 Vintage Rate purchase obligation amounts.

Ashland's Annual Amounts at Tier 2 Vintage Rate. Statement of Intent Contract No. «##PS-#####»								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with annual Average Megawatts, rounded to three decimal places. Leave FY blank when not purchasing at a Tier 2 Vintage Rate. Include SOI number(s) in table title.								

By September 15 of each Fiscal Year or immediately following the establishment of a Tier 2 Vintage Rate for which Ashland signed a Statement of Intent, BPA shall update the table in section 2.8.2 with Ashland's Tier 2 Vintage Rate purchase obligation amounts.

2.6 Obligation to Apply Dedicated Resources

Ashland shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds the sum of all Ashland's purchase obligations at Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add Ashland's Dedicated Resources to section 2 and section 3 of Exhibit A.

2.7 Above-CHWM Load Liability

If Ashland annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate,

then Ashland shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows Ashland's notice of annexation. BPA shall include such cost identified through the 7(i) Process on Ashland's bill. In no event shall BPA make payment to Ashland as a result of Ashland reducing its amounts of Firm Requirements Power.

2.8 This section intentionally left blank.

2.9 Amounts of Power to be Billed at Tier 2 Rates

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table in section 2.9 of this exhibit, consistent with Ashland's elections for the upcoming Rate Period, with: (1) the planned annual average amounts of Firm Requirements Power that Ashland shall purchase at the Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement.

By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6 of this exhibit.

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								
<u>Notes:</u> 1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace No Tier 2 at this time with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the Remarketed Amounts row. If Ashland elects not to purchase at Tier 2 rates, then leave No Tier 2 at this time in the table and leave the remainder of the table blank. 2. Fill in the table above with annual Average Megawatts rounded to three decimal places. 3. Fill in Firm Requirements Power at Tier 2 Rates as the sum of all Tier 2 Rate amounts less any Remarketed or Surplus Tier 2 Vintage Rate amounts.								

3. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ashland's elections regarding service to its Above-CHWM Load, and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit C will be made by mutual agreement of the Parties.

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Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Ashland has no loads identified that were CF/CTs as of September 1, 1979, as defined in Section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Ashland has no identified Potential NLSLs.

1.3 Planned NLSLs

1.3.1 Planned NLSLs Served by BPA

Ashland has no Planned NLSLs served by BPA.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts

Ashland has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4 NLSLs

1.4.1 NLSLs Served by BPA

Ashland has no NLSLs served by BPA.

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

Ashland has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4.3 Renewable Resource/Cogeneration Exception

Ashland's end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

2. REVISIONS

BPA shall unilaterally revise section 1, CF/CT and New Large Single Loads to reflect BPA's determinations made in accordance with section 20.3 of the body of the Agreement and section 1 of this Exhibit D. All other changes to this Exhibit D will be made by mutual agreement of the Parties.

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Exhibit E
METERING

1. METERING

BPA POD Name	BPA POD Number	BPA POM Name	BPA POM Number	POD Location Description	POD Voltage kV	POM Location Description	Direction for PF Billing Purposes	WECC Balancing Authority	Manner Of Service	Manner Of Service Description	Metering Loss Adjust-ment	Exception

2. REVISIONS

Each Party shall notify the other with any requests to update this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit. Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 calendar days after the request to update this exhibit. BPA shall provide Ashland with a revised Exhibit E. The effective date will be the date stated at the top of the revised exhibit.

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Exhibit F
TRANSMISSION SCHEDULING SERVICE

1. DEFINITIONS, PURPOSE AND PARAMETERS

1.1 Definitions

- 1.1.1 “Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 1.1.2 “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 1.1.3 “Electronic Tag” or “E-Tag” means an electronic record that contains the details of a transaction to transfer energy from a source point to a sink point where the energy is scheduled for transmission across one or more Balancing Authority Area(s), consistent with all relevant WECC, NAESB, NERC and FERC requirements.
- 1.1.4 “Heavy Load Hours” or “HLH” means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC).
- 1.1.5 “Interchange Points” means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.
- 1.1.6 “Light Load Hours” or “LLH” means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC.
- 1.1.7 “Open Access Transmission Tariff” or “OATT” means the terms and conditions of point-to-point and network integration transmission services, ancillary services, and generator interconnections offered by BPA or a Third-Party Transmission Provider.
- 1.1.8 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver Ashland’s Dedicated Resource prior to the initial approval of the E-Tag.
- 1.1.9 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result

of transmission congestion or an outage on the path used to deliver Ashland's Dedicated Resource.

- 1.1.10 "Transmission Curtailment Management Service" or "TCMS" means the service BPA will provide to customers with a qualifying resource when a Transmission Curtailment occurs between such resource and the customer load.
- 1.1.11 "Transmission Event" means a Planned Transmission Outage or a Transmission Curtailment.
- 1.1.12 "Transmission Scheduling Service" or "TSS" means the power scheduling service that BPA provides to Ashland that allows BPA to manage certain aspects of Ashland's BPA NT Agreement with Transmission Services, to allow BPA to use the inherent flexibilities of Ashland's network rights in combination with other network customers' rights to manage BPA's power resources efficiently, and to provide seamless scheduling for Transfer Service customers.
- 1.1.13 "Transmission Scheduling Service-Full" or "TSS-Full" means the Transmission Scheduling Service for a specific Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load where BPA performs all necessary scheduling, including the creation and maintenance of E-Tags for such resource.

1.2 Transmission Scheduling Service-Full (TSS-Full)

This section 1.2 shall apply to any of Ashland's Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in section 1 of Exhibit J.

Beginning October 1, 2028, and through the term of this Agreement, Power Services shall provide and Ashland shall purchase TSS-Full for its Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load listed as purchasing TSS-Full in section 1 of Exhibit J. Power Services shall schedule Ashland's BPA-provided power, Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load to Ashland's Total Retail Load under Ashland's BPA NT Agreement with Transmission Services and/or other transmission agreement(s). Power Services shall not provide TSS-Full for anything other than delivery to Ashland's Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services Ashland is purchasing from Power Services. Ashland shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve Ashland's Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

Ashland shall be subject to the rates, terms and conditions for TSS-Full specified in BPA's applicable Power Rate Schedules and GRSPs.

1.3 This section intentionally left blank.

2. ASSIGNMENT OF SCHEDULING RIGHTS

Ashland agrees that:

- (1) Power Services is the scheduling entity for service taken under Ashland's BPA NT Agreement with Transmission Services;
- (2) Power Services has the right to acquire and manage secondary service under Ashland's NT Agreement with Transmission Services pursuant to section 28.4 of the BPA OATT as necessary to fulfill Power Services' obligations under this Agreement. If necessary, Ashland will retain the right to acquire secondary service under their BPA NT Agreement with Transmission Services to deliver any Dedicated Resources to their load; and
- (3) prior to Power Services providing TSS, Power Services will provide Transmission Services notice of (1) and (2) above.

In the event that Transmission Services requires direct engagement from Ashland on (1) or (2), Ashland shall notify Transmission Services directly.

Upon request, Ashland shall provide copies of any transmission agreement(s) used to serve Ashland's Total Retail Load. Additionally, over the term of this Agreement, Ashland shall provide Power Services with any additional transmission agreements Ashland enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of Ashland's transmission agreement(s).

3. LOAD FORECAST

Ashland shall cooperate with BPA to provide any information BPA determines is necessary to support BPA's forecast of Ashland load to provide TSS. If any load specific information is needed for developing a daily or hourly load forecast, then Ashland shall provide such information in a timely manner.

4. SCHEDULING OF ASHLAND'S RESOURCES

This section 4 shall not apply to any of Ashland's Dedicated Resource(s) and Consumer-Owned Resource(s) serving On-Site Consumer Load that BPA has determined, based on the OATT and business practices of the relevant Third-Party Transmission Provider(s), do not require an E-Tag as specified in the table in section 1 of Exhibit J.

4.1 Prescheduling for TSS-Full Resources

Ashland shall submit a delivery schedule to Power Services for each of its Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for delivery to its Total Retail Load which shall include

information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of such resources, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to Ashland's Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day. However, if any of Ashland's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load are to be delivered over secondary network transmission pursuant to section 4.3.3.1.2 below, then Ashland shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day.

Ashland shall submit all required prescheduled information in a format specified by Power Services.

At Power Services' request, Ashland shall provide Power Services information on real power losses associated with Ashland's transmission agreement(s).

4.1.1 Real-Time Scheduling

Power Services shall accept megawatt adjustments to each of Ashland's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to Ashland's Total Retail Load.

Ashland shall submit all required real-time scheduling information in a format specified by Power Services.

4.2 This section intentionally left blank.

4.3 Transmission Curtailments

4.3.1 Transmission Curtailment Management Service (TCMS)

As a feature of TSS, BPA shall provide TCMS for certain Ashland Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3. TCMS and Transmission Events do not apply to Consumer-Owned Resources serving On-Site Consumer Load.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching Ashland's Dedicated Resource(s) to serve Ashland's load during a Transmission Event.

4.3.2 Curtailment and Outage Terms and Conditions for Resources without TCMS

This section 4.3.2 shall apply to Ashland's Dedicated Resources for which Power Services is not providing TCMS coverage.

- 4.3.2.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then Ashland shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Ashland is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because Ashland did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then Ashland shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's applicable Power Rate Schedules and GRSPs, including Unauthorized Increase Charges.

- 4.3.2.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. Ashland shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's applicable Power Rate Schedules and GRSPs, including Unauthorized Increase Charges.

- 4.3.2.3 If a Planned Transmission Outage is announced prior to Ashland's submission of a delivery schedule in pre-schedule, then Ashland shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Ashland is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

4.3.3 TCMS Coverage Eligibility, Determination and Termination

4.3.3.1 Eligibility of Resources for TCMS Coverage

4.3.3.1.1 Firm Transmission

Power Services shall provide TCMS coverage for Ashland's Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.3.1.2 **Mid-C Resource Over Non-Firm**

Power Services shall provide TCMS coverage for Ashland's Dedicated Resource if:

- (1) such resource is: (A) a Western Systems Power Pool (WSPP) Schedule C market purchase delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (B) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (C) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to the scheduling point of Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. BPA will allow such Mid-C market purchases to be scheduled from Mid-C to BPA Power, as applicable, over non-firm secondary network transmission. And,
- (2) Ashland revises Exhibit D to include the terms and conditions of a Mid-C Resource Over Non-Firm exchange of power with BPA.

For purposes of this Agreement, such resource will be referred to as "Mid-C Resource Over Non-Firm".

4.3.3.1.3 **Actively Obtaining Firm Transmission**

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for Ashland's Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and Ashland are actively engaged in the process of obtaining firm network transmission. Power Services and Ashland shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the terms and conditions of section 3 of Exhibit G. Power Services shall have sole discretion in determining whether or not Power Services and Ashland are actively engaged in the process of obtaining firm network transmission.

However, when making this determination Power Services shall use criteria including but not limited to: (1) the date Ashland requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and Ashland have been in the process of obtaining firm network transmission.

4.3.3.2 BPA's Determination for TCMS Coverage

If Ashland notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, then Power Services shall provide Ashland with a determination of whether or not it may purchase such TCMS within 30 calendar days following Power Services' receipt of Ashland's notice.

4.3.3.3 Termination of TCMS Coverage

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS coverage to Ashland for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then Ashland shall notify BPA immediately and BPA shall terminate the provision of TCMS for Ashland's Dedicated Resource ten Business Days after such notification.

If, consistent with section 4.3.3.1.3 above, BPA is providing TCMS coverage to Ashland for a Dedicated Resource that has not been granted firm network transmission and BPA offers a revision to Exhibit J to add such resource to Ashland's section 7 of Exhibit J, and such revision to Exhibit J is not executed by Ashland within 30 calendar days of the offer, then BPA shall terminate the provision of TCMS for Ashland's Dedicated Resource ten Business Days following the aforementioned 30 day period.

4.3.4 Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage

For Dedicated Resources that BPA is providing TCMS coverage for pursuant to the terms and conditions of section 4.3.3 above, however not including Mid-C Resources Over Non-Firm, BPA shall make

replacement power available and not assess an Unauthorized Increase Charge for failure to deliver a Dedicated Resource associated with a Transmission Event through the duration of the Transmission Event, if any of the following occur:

- (1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to Ashland's load; or,
- (2) the Transmission Event affects the secondary network transmission used to deliver the resource to Ashland's load; or,
- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,
- (4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third-Party Transmission Provider and used to deliver the resource to Ashland's load.

For Mid-C Resources Over Non-Firm, in accordance with section 4.3.3.1.2 above, with TCMS coverage, BPA shall not assess an Unauthorized Increase Charge during any Transmission Event consistent with the "Transfer Service Customers' Non-Federal Market Purchase Exchange" terms and conditions in Exhibit D. Such Exhibit D language may be added to this Agreement consistent with section 4.3.3.1.2 above.

During any Planned Transmission Outage that impacts Ashland's Dedicated Resource with TCMS coverage, BPA may, at BPA's sole discretion, obtain alternate transmission from such resource to Ashland's load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify Ashland of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that Ashland is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then Ashland shall do so.

4.3.4.1 Limitations on the Frequency of TCMS Coverage

If Ashland is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, then BPA shall provide TCMS without the following limits identified in this section 4.3.4.1.

If, pursuant to section 4.3.3 above, BPA has allowed Ashland to purchase TCMS for a resource that has not yet been granted firm network transmission but Ashland is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such

resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate Ashland's TCMS coverage for such resource 30 calendar days after providing notice to Ashland.

4.3.4.2 TCMS Payment Obligations

Ashland shall be subject to charges for TSS, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA's applicable Power Rate Schedules and GRSPs, including any applicable Unauthorized Increase Charges. Additionally, during a Transmission Event, BPA shall not assess an Unauthorized Increase Charge on a Dedicated Resource with TCMS coverage; provided, however if Ashland applies a Mid-C Resource Over Non-Firm with TCMS coverage, then BPA shall not assess an Unauthorized Increase Charge if a Transmission Event affects the secondary network transmission used to deliver the power between Mid-C or BPA Power and Ashland's load.

4.3.5 TCMS Coverage after Termination

If TCMS coverage is terminated, pursuant to section 4.3.3 or 4.3.4.1 of this exhibit, Ashland shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable Unauthorized Increase Charges that may apply pursuant to section 4.3.2 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.3 or 4.3.4.1 of this exhibit, BPA shall allow Ashland to resume purchasing TCMS for the resource only after Ashland notifies BPA that such resource has obtained firm network transmission.

5. E-TAGS

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of energy to Ashland's Total Retail Load.

6. GENERATION IMBALANCE

Ashland shall be responsible for costs associated with deviations between the scheduled Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for an hour and the actual generation produced across such hour; provided, however, if Ashland submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

7. CHARGES

If Ashland fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then Ashland may be subject to applicable Unauthorized Increase Charges, consistent with BPA's applicable Power Rate Schedules and GRSPs.

8. AFTER THE FACT

BPA and Ashland shall reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and Ashland shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

9. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are reasonably necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC, WRAP or their successors or assigns.

BPA shall provide a draft of any unilateral revisions of this exhibit to Ashland, with reasonable time for comment, prior to BPA providing written notice of the revision. Such revisions will be effective no sooner than 45 calendar days after BPA provides written notice of the revisions to Ashland unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, WRAP or their successors or assigns. In such circumstances, BPA shall specify the effective date of such revisions.

All other changes to this Exhibit F will be made by mutual agreement of the Parties.

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Exhibit G

TERMS RELATED TO TRANSFER SERVICE

As provided by section 14.6.7 of the body of this Agreement, if Ashland acquires a Transfer Service Eligible Resource, then BPA's support and financial assistance to Ashland shall be consistent with the terms and conditions in this exhibit.

1. DEFINITIONS

- 1.1 "Fiscal Year Transfer Cap" means the annual Average Megawatt cap described in section 2 of this exhibit. The Fiscal Year Transfer Cap establishes the limit under which BPA will provide financial support for Transfer Service to customers' Network Resources.
- 1.2 "Initial Transfer Study Deposit" means the amount of dollars required by a Third-Party Transmission Provider to initiate a Transfer Study.
- 1.3 "Last Transfer Segment" means the transmission and/or distribution facilities of the Third-Party Transmission Provider that (1) interconnect directly to a customer's transmission or distribution facilities, (2) interconnect to BPA transmission facilities that subsequently interconnect with a customer's transmission or distribution facilities, or (3) for deliveries to Transfer Service PODs where BPA uses the facilities of multiple Third-Party Transmission Providers, as noted in Exhibit E, to deliver Firm Requirements Power and Surplus Firm Power from the Primary Points of Receipt to the required facilities of each of these Third-Party Transmission Providers.
- 1.4 "Network Load" shall have the meaning as defined in the Federal Energy Regulatory Commission's (FERC's) current pro forma Open Access Transmission Tariff (OATT), or its successor.
- 1.5 "Network Resource" shall have the meaning as defined in the current FERC pro forma OATT, or its successor. In addition, the term "Network Resource" means any Transfer Service Eligible Resource that has been acquired by a customer and for which the customer has begun the process of acquiring firm transmission to serve the customer's Transfer Service POD(s).
- 1.6 "Transfer Market Purchase" means, for purposes of this Exhibit G, a power purchase or resource that a customer uses to displace a Network Resource.
- 1.7 "Transfer Request" means the written notification by BPA to a Third-Party Transmission Provider to start the required process to accommodate new or modified Transfer Service.
- 1.8 "Transfer Study" means a system impact study, feasibility study, facilities study, or other such study required by a Third-Party Transmission Provider following submission of a Transfer Request.

2. ESTABLISHED CAPS AND LIMITATIONS

- 2.1 This section 2.1 shall not apply for any Transfer Service Eligible Resource: (1) serving a Planned NLSL or an NLSL pursuant to section 1 of Exhibit D and for which BPA is passing through the cost of Transfer Service pursuant to section 14.6.7.1, (2) serving a portion of Ashland's Total Retail Load that Ashland is obligated to serve with BPA-provided electric power pursuant to this Agreement, or (3) that Ashland is not acquiring and paying for transmission service from Transmission Services for that Transfer Service Eligible Resource. For all other Transfer Service Eligible Resources, BPA shall provide financial support for the transmission capacity associated with the Transfer Service Eligible Resource to all Transfer Service customers up to a maximum of 41 MW per Fiscal Year, cumulative over the duration of this Agreement. This cumulative megawatt limit is shown in the table below.

Fiscal Year	Per Year MW Limit	Cumulative MW Limit
FY 2029	41	41
FY 2030	41	82
FY 2031	41	123
FY 2032	41	164
FY 2033	41	205
FY 2034	41	246
FY 2035	41	287
FY 2036	41	328
FY 2037	41	369
FY 2038	41	410
FY 2039	41	451
FY 2040	41	492
FY 2041	41	533
FY 2042	41	574
FY 2043	41	615
FY 2044	41	656

- 2.2 Application of section 14.6.7 of the body of this Agreement and section 3.2 of this exhibit shall be on a first come, first served basis in each year based on the date each request is received by BPA. Requests not met, in whole or in part, in any Fiscal Year will have priority over subsequent requests the following year. Once granted, BPA shall honor such request for the duration of the resource acquisition period, not to exceed the term of this Agreement.

3. TRANSFER SERVICE FOR TRANSFER SERVICE ELIGIBLE RESOURCES

The terms and conditions of this section 3 are intended to serve as an enabling agreement under which BPA will offer specific terms for delivering Network Resources to Ashland's Transfer Service PODs, as identified in Exhibit E. Each Network Resource serving Ashland's Transfer Service PODs will result in specific terms and conditions, negotiated by the Parties, and be included in section 7 of Exhibit J.

3.1 Obtaining Transfer Service Support

3.1.1 Customer Application

Ashland shall have the right to request Transfer Service support over the Last Transfer Segment from BPA for the delivery of any Transfer Service Eligible Resource that Ashland intends to acquire to serve its Transfer Service POD(s), provided that such request shall be for service of at least one year in duration. Ashland's request shall comply with the requirements of this section 3.1 and shall be subject to the limitations of section 2 of this exhibit.

To request Transfer Service support from BPA for delivery of any Transfer Service Eligible Resource, Ashland shall complete and submit to BPA the application form that BPA shall make available at a publicly accessible website.

Ashland's submission of the application to BPA begins the process of acquiring firm transmission for the Transfer Service Eligible Resource. From the submission forward, the Transfer Service Eligible Resource will be referred to as a Network Resource. Ashland shall submit its completed application form to BPA at least one year prior to the date Ashland anticipates it will start receiving energy from its Network Resource and BPA shall acquire, if possible, firm transmission service for Ashland's Network Resource over the Last Transfer Segment.

On a case-by-case basis, BPA may, but is not obligated to, consider Transfer Service support requests to obtain firm transmission service for a Network Resource made less than one year prior to the date Ashland anticipates it will start receiving energy from that Network Resource.

3.1.2 BPA Notice and Completing Customer Application

Within ten Business Days of BPA's receipt of Ashland's application, BPA shall notify Ashland as to the status of the application. Such notice shall inform Ashland of the following: (1) whether the information provided in the submitted application form is sufficient for BPA to request firm transmission service for Ashland's Network Resource, (2) whether the amount of Transfer Service requested for Ashland's Network Resource exceeds, or partially exceeds, the current Fiscal Year Transfer Cap, and (3) whether the amount of Transfer Service requested for Ashland's Network Resource exceeds, or partially exceeds BPA's forecast of Ashland's minimum hourly load for Ashland's Transfer Service POD(s).

If BPA determines the information in Ashland's application is insufficient, then BPA may ask Ashland for additional information to support BPA's efforts to secure firm transmission service. Ashland

shall provide BPA with the requested information within ten Business Days or within such time as the Parties may agree.

If Ashland's request exceeds or partially exceeds the current Fiscal Year Transfer Cap, then Ashland shall notify BPA within ten Business Days after receipt of BPA's notification whether Ashland will withdraw or proceed with its application.

If Ashland's request exceeds or partially exceeds BPA's forecast of their minimum hourly load for Ashland's Transfer Service POD(s), then Ashland shall revise its application within ten Business Days after receipt of BPA's notification so that the Network Resource does not exceed or partially exceed its minimum load.

3.1.3 Obtaining Firm Transmission Service

Once the Parties have completed the requirements in sections 3.1.1 and 3.1.2 of this exhibit, BPA shall pursue designation of the Network Resource and request firm transmission service from the Third-Party Transmission Provider. If the Third-Party Transmission Provider requests from BPA more information than Ashland provided in its completed application form, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider informs BPA that studies are, or construction may be, required to provide firm transmission service for Ashland's Network Resource, then BPA shall notify Ashland of such studies or construction requirements. If, based on such studies or construction, Ashland chooses to withdraw its request, then Ashland shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with firm transmission service acquisition for Ashland's Network Resource and BPA shall pass through to Ashland all study and construction related costs the Third-Party Transmission Provider charges to BPA.

BPA shall make reasonable efforts to coordinate with Ashland and the Third-Party Transmission Provider to complete the firm transmission service acquisition process as described in this section 3.1.3.

3.1.4 Unavailable Firm Transmission Service for a Network Resource

If the Third-Party Transmission Provider has not agreed to provide firm transmission services for Ashland's Network Resource within the requested timeframe, then BPA shall not be liable to Ashland for any costs or penalties Ashland may incur associated with the lack of firm transmission service. Further, BPA shall not be obligated to obtain Transfer Service for such Network Resource. Ashland may submit a

subsequent request for such Network Resource or another resource pursuant to section 3.1.1 of this exhibit. Such subsequent request may obligate BPA to obtain Transfer Service pursuant to terms of this exhibit and section 14 of the body of this Agreement.

BPA shall pass through to Ashland any costs assessed by the Third-Party Transmission Provider regarding Ashland's request for Transfer Service support, regardless of whether firm transmission service is obtained for Ashland's Network Resource.

3.2 Parties' Payment Obligations

Once BPA has obtained firm transmission service for Ashland's Network Resource from the Third-Party Transmission Provider, the Parties shall be responsible for costs as follows:

3.2.1 Customer Obligations

Ashland shall be responsible for acquiring firm transmission service, and paying for all costs associated with such firm transmission service, necessary to deliver the Network Resource across all intervening transmission systems to the Last Transfer Segment. These costs may include but are not limited to all costs related to transmission, system impact studies, facilities studies, interconnection studies, generation imbalance, and any ongoing costs associated with Ashland's Network Resource interconnection.

3.2.2 BPA Obligations

BPA's obligation to acquire and pay for the Transfer Service costs pursuant to section 14.6 of the body of this Agreement for Ashland's Transfer Service Eligible Resources is limited to Network Resources delivered over the Last Transfer Segment.

BPA shall have no obligation to acquire or pay for Transfer Service for Transfer Service Eligible Resources if the Parties have not agreed to include such Transfer Service Eligible Resource and the applicable terms and conditions in section 7 of Exhibit J.

3.2.3 Customer Obligation to Pay BPA

BPA shall pass through to Ashland and Ashland shall pay BPA certain Transfer Service costs associated with any Network Resource pursuant to this exhibit and section 14.6 of the body of this Agreement and stated in section 7 of Exhibit J.

3.2.3.1 Pass Through of Network Resource Specific Ancillary Services and Other Costs

BPA shall pass through to Ashland any costs of ancillary services associated with Transfer Service for Ashland's Network Resource(s).

BPA shall also pass through to Ashland the costs of all other transmission services for Network Resource deliveries including, but not limited to: redispatch costs, congestion management costs, costs associated with adding the Transfer Service Eligible Resource generation as a Network Resource, any costs associated with generation interconnection, direct assigned system upgrade costs, and distribution and low-voltage charges, if applicable.

Such pass through of costs shall be set forth in section 7 of Exhibit J.

3.2.4 Reimbursement of Transfer Costs Above Fiscal Year Transfer Cap

If BPA's Fiscal Year Transfer Cap will be exceeded by Ashland's Network Resource and Ashland elects to have BPA obtain firm transmission service for Ashland's Network Resource pursuant to section 3.1.2 of this exhibit, then BPA shall pass through to Ashland all charges assessed by the Third-Party Transmission Provider associated with the delivery of that portion of Ashland's Network Resource which exceeds the Fiscal Year Transfer Cap. Ashland's reimbursement of costs shall continue until such time as the Fiscal Year Transfer Cap increases and all of Ashland's Network Resource may be accommodated under the Fiscal Year Transfer Cap, as described in section 2.2 of this exhibit.

3.3 Network Resource Section of Exhibit J

Consistent with the requirements of this exhibit, the Parties shall include the details and any additional terms and conditions of Transfer Service for each Network Resource that Ashland is using to serve its Transfer Service POD(s) in the Network Resource section 7 of Exhibit J.

3.3.1 Requirements for Adding the Network Resource to Section 7 of Exhibit J

Once Ashland's Network Resource has firm transmission from the Third-Party Transmission Provider, the Parties shall revise section 7 of Exhibit J to add resource-specific information regarding charges and the terms and conditions for the delivery of Ashland's Network Resource, including the cost responsibilities for delivering the Network Resource.

3.3.2 Revisions to Ashland's Network Resource

If any information for Ashland's Network Resource in section 7 of Exhibit J changes at any time during the term of this Agreement, then the Party that is aware of such change shall notify the other Party. The Parties shall revise the information for Ashland's Network Resource consistent with the change. Such information may require additional changes to the designation of the Network Resource and may require a new Transfer Request.

3.4 Other Requirements and Limitation on Network Resources

3.4.1 Hourly Transfer Service Limit

Ashland's hourly right to Transfer Service for the Network Resource(s) shall not exceed Ashland's Transfer Service POD(s) on any hour.

3.4.2 Resource Removal

BPA shall not obtain or pay for Transfer Service for that portion of Ashland's Network Resource, or a former Network Resource, that has been removed pursuant to section 10 of the body of this Agreement. If a Network Resource has been removed or is no longer being used to serve Ashland's Transfer Service POD(s), then BPA may permanently or temporarily undesignate such Network Resource.

3.4.3 Generation Metering Requirements

Ashland shall ensure that any Network Resource that is a Generating Resource meets the metering requirements specified in section 15 of the body of this Agreement and any metering requirements of the generation host Balancing Authority and the Third-Party Transmission Provider.

3.4.4 Scheduling Requirements

Ashland shall be responsible for managing its Network Resource consistent with Exhibit F.

3.5 Undesignation of Network Resource

After BPA has obtained Network Resource designation for Ashland's Transfer Service Eligible Resource from the Third-Party Transmission Provider, BPA shall not undesignate such Network Resource except pursuant to section 3.4.2 of this exhibit or for the purposes of accommodating Ashland's load growth planning. Such undesignation and any subsequent designation shall be consistent with Exhibit A and section 3.1 of this exhibit.

Following any undesignation of a Network Resource, the Parties shall revise section 7 of Exhibit J to reflect such undesignation.

3.6 Transfer Market Purchases

After BPA has obtained firm transmission service for Ashland's designated Network Resource, Ashland may use a Transfer Market Purchase to displace the designated Network Resource, which BPA shall schedule on secondary network service, provided that:

- (1) such Transfer Market Purchase is only scheduled in preschedule and not modified in real time, consistent with section 4 of Exhibit F, and such Market Purchase is at least one calendar day in duration;

- (2) the megawatt amount of the Transfer Market Purchase does not exceed the amount of the Network Resource that Ashland would have scheduled to its load;
- (3) Ashland does not, under any circumstances, remarket its Network Resource or perform any other operation that would cause BPA to be in violation of its obligations under the Third-Party Transmission Provider's OATT;
- (4) Ashland is responsible for acquiring transmission service, and paying for the costs associated with such transmission service, necessary to deliver the Transfer Market Purchase to the Last Transfer Segment. These costs include, but are not limited to, any additional energy imbalance, redispatch, and Unauthorized Increase Charges that result from a transmission curtailment that impacts the resulting secondary network schedule; and,
- (5) Ashland shall pay all cost obligations described in section 3.2 of this exhibit.

If Ashland violates any of the criteria listed above, BPA shall immediately cease obtaining Transfer Service for Ashland for purposes of displacing Ashland's Network Resource(s) with Transfer Market Purchases. Such prohibition shall apply to all Network Resources listed in section 7 of Exhibit J, and the prohibition shall continue for the remaining term of this Agreement unless otherwise agreed by BPA in BPA's sole discretion. BPA shall pass through to Ashland all penalties, or other assessed costs, that result from Ashland violating the conditions of this section 3 and section 7 of Exhibit J.

3.7 **Transfer Service Using Non-OATT Agreements**

When BPA provides Transfer Service to Ashland pursuant to a non-OATT agreement, and notwithstanding the OATT-specific definitions, descriptions and procedures defined in this exhibit, BPA shall, at its sole discretion, determine the appropriate Transfer Service arrangement for Ashland's Network Resource. In such instance, Ashland's Transfer Service Eligible Resource shall have characteristics comparable to a Network Resource, and Ashland shall comply with the timelines and information sharing requirements described in section 3.1 of this exhibit and shall be responsible for direct payment and pass through costs on an equivalent basis to what is described in section 3.2 of this exhibit.

3.8 **Duties of Cooperation**

The Parties shall cooperate to establish the protocols, provisions, and other arrangements that are reasonably necessary to:

- (1) manage any particular characteristic of Ashland's Network Resource(s), and

- (2) ensure that BPA is able to meet its obligations to the Third-Party Transmission Provider as set out in the applicable transmission service contract.

Such protocols, provisions, and other arrangements shall be reflected in section 7 of Exhibit J.

Requests by either Party for expedited provision of information shall not be unreasonably denied.

4. TERMS AND CONDITIONS FOR ACQUIRING NEW OR MODIFIED TRANSFER SERVICE

4.1 BPA's Agreement to Pursue New or Modified Transfer Service

4.1.1 Ashland may request that BPA submit a Transfer Request to a Third-Party Transmission Provider. BPA will consult with Ashland to determine the information needed to submit such Transfer Request. The Parties shall confirm, in writing, their intent to pursue a Transfer Study, if required, including the information to be included in the Transfer Request and the amount of the Initial Transfer Study Deposit. Within 30 calendar days after the Parties consult, BPA shall submit a Transfer Request to the Third-Party Transmission Provider based on the information provided.

4.1.2 If the Third-Party Transmission Provider requests more information than BPA-provided in the Transfer Request, then the Parties shall obtain and provide such information to the Third-Party Transmission Provider within ten Business Days of the Third-Party Transmission Provider's request.

If the Third-Party Transmission Provider informs BPA that a Transfer Study is required, then BPA shall notify Ashland of such study. If, based on such Transfer Study requirement, Ashland chooses to withdraw its request, then Ashland shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall continue to proceed with the Transfer Study. If Ashland informs BPA it does not wish to proceed, then BPA shall withdraw the Transfer Request from the Third-Party Transmission Provider.

4.1.3 BPA shall initially pay the Third-Party Transmission Provider for all costs associated with the Transfer Request or the Transfer Study. BPA shall pass through all such costs to Ashland, subject to the limitations set forth in section 4.2 of this exhibit.

4.1.4 BPA's obligations under this section 4 are limited to submitting a Transfer Request to, or requesting a Transfer Study from, a Third-Party Transmission Provider and initially incurring any costs

associated with such requests. BPA shall not be held liable to Ashland for any acts, omissions, or failures by the Third-Party Transmission Provider related to any Transfer Requests or Transfer Studies. BPA shall not be required to take any further action as a result of this section 4, including but not limited to any of the following:

- (1) renewing or modifying the Transfer Service agreement between BPA and the Third-Party Transmission Provider;
- (2) negotiating or entering into a new transmission arrangement between BPA and the Third-Party Transmission Provider; or
- (3) agreeing to or incurring costs associated with any construction, upgrades, or other improvements to Ashland's, BPA's, or the Third-Party Transmission Provider's facilities. The Parties shall revise Exhibit D to include terms and conditions associated with any direct assignment of such costs.

4.1.5 If, for any reason, the Third-Party Transmission Provider requires BPA to agree to any of the actions identified in section 4.1.4 above, then BPA may withdraw the Transfer Request and terminate the Transfer Study immediately after providing Ashland notice of its intent to do so.

4.2 Coordination of Costs Beyond the Initial Transfer Study Deposit

As stated in section 4.1.3 of this exhibit, BPA shall pass through to Ashland all costs associated with a Transfer Request or Transfer Study. BPA shall notify and request confirmation related to a Transfer Request or Transfer Study from Ashland pursuant to the notification provisions of section 4.2.1 below.

4.2.1 If BPA is notified that the costs associated with a Transfer Request or Transfer Study are likely to exceed the Initial Transfer Study Deposit, prior to BPA taking any action that would result in BPA incurring costs that exceed the Initial Transfer Study Deposit, then BPA shall notify and request confirmation from Ashland to determine if Ashland would like to proceed. BPA will notify Ashland in writing as soon as practicable following notice of such additional costs from the Third-Party Transmission Provider. If the amount of such costs is not known, then the following additional provisions shall apply:

- (1) BPA may request an estimate of such costs from the Third-Party Transmission Provider and provide that estimate to Ashland; or
- (2) BPA may estimate the amounts of such costs and provide those amounts to Ashland.

Estimates under sections 4.2.1(1) and 4.2.1(2) above, if any, shall not be binding on BPA and shall not alter Ashland's obligation to pay or reimburse BPA for the final actual costs.

- 4.2.2 Ashland shall notify BPA in writing by the date specified by BPA in the notice in section 4.2.1 of this exhibit (which shall not be less than seven Business Days) regarding whether BPA should or should not agree to incur such costs.
- (1) If BPA receives a timely notice as stated in this section 4.2.2 in which Ashland requests that BPA agree to incur the costs identified in a notice as stated in section 4.2.1, then BPA shall agree to incur the costs.
 - (2) If BPA receives a timely notice as stated in this section 4.2.2 in which Ashland requests that BPA not agree to incur a cost identified in a notice as stated in section 4.2.1 of this exhibit, then: (A) BPA shall not agree to incur such costs; and (B) BPA shall have the right to immediately withdraw the Transfer Request and terminate the Transfer Study process.
 - (3) If BPA does not receive a timely notice as stated in section 4.2.1 of this exhibit, then BPA shall have the right to continue the Transfer Study process and pass through the additional costs to Ashland.

5. REVISIONS

Revisions to this Exhibit G will be made by mutual agreement of the Parties.

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Exhibit H
RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES

1. PURPOSE AND INTENT; DISCLAIMER

The Parties acknowledge that: different jurisdictions, regulatory programs, and entities (federal, state, county, cities, and others) have different definitions for environmental attributes, renewable energy credits/certificates, emissions credits, and similar instruments; the various jurisdictions, programs, and entities are inconsistent in how they define and address these concepts; and these concepts are continually evolving. Accordingly, through this Agreement BPA does not attempt to define these concepts other than by reference to how they may be defined by others, and BPA does not represent or warrant that the items conveyed in this Exhibit H are suitable for a particular purpose or regulatory program. Whatever the regulatorily-defined environmental and non-power characteristics are of the power that customers buy from BPA, the purpose and intent of this Exhibit H is to convey to Ashland, in accordance with this Exhibit H, all Environmental Attributes, if any, and to the extent they exist, associated and commensurate with the physical amount of power Ashland buys from BPA and the Attribute Pools associated with Ashland's purchase obligation under this Agreement. This Exhibit H accomplishes this by BPA: (1) agreeing to register applicable generation, (2) providing for the creation of an Environmental Attribute Accounting Process, (3) producing Inventories of RECs based on power generated, (4) committing to transfer Ashland's share of RECs based on its BPA power purchases and as determined in accordance with this Exhibit H to Ashland, (5) committing to provide an emissions accounting and non-emitting generation accounting for customers' use, and (6) undertaking the other actions identified in this exhibit below.

2. DEFINITIONS

- 2.1 "Attribute Pools" means the results calculated in the Environmental Attribute Accounting Process whereby the physical resources and forecasted power deliveries associated with each of BPA's rates and firm power obligations are determined for the upcoming Rate Period.
- 2.2 "Emissions Allowance" means an authorization in a given jurisdiction to emit a specified amount of carbon dioxide equivalent or other measurement of greenhouse gases, and documented as an emissions credit, certificate, or similar instrument.
- 2.3 "Environmental Attribute Accounting Process" means the public process BPA will conduct each Rate Case Year, after the conclusion of each routine power rate 7(i) Process, during which the allocation methodology and Attribute Pools for BPA's Environmental Attributes for the upcoming Rate Period will be determined.
- 2.4 "Environmental Attributes" means the environmental and non-power characteristics of power, however defined or titled and arising under any federal, state, or local law or regulation, including but not limited to current or future certificates, credits, benefits, and avoided emissions attributable to

the generation of energy from a resource. Environmental Attributes do not include the tax credits associated with such resource. One megawatt-hour of energy generation from a resource is associated with one megawatt-hour of Environmental Attributes.

- 2.5 “Inventory” or “Inventories” means the Environmental Attributes, including RECs, that are attributable to the output of generation resources, by Attribute Pool(s).
- 2.6 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” means the tradeable certificates, credits, documentation, or other evidence that demonstrates: (1) that the electricity was generated from a renewable or non-emitting energy generating unit and (2) proof of ownership of the Environmental Attributes of such generated electricity in a REC tracking system. Some jurisdictions and regulatory programs may interpret a REC to include the emissions avoided by the generation of electricity by a renewable or non-emitting generating unit. For purposes of such situations, the Parties’ intent is that the RECs conveyed herein include the associated Environmental Attributes; however, this conveyance is not intended to impact BPA’s reporting in any generation-based emission programs where REC retirement is not required. One megawatt-hour of energy generation from a resource registered with the tracking system under section 5 is associated with one REC.
- 2.7 “Retire” or “Retirement” means an action taken to remove a REC from circulation within a REC tracking system.

3. **ENVIRONMENTAL ATTRIBUTE INVENTORY AND ACCOUNTING**

The Parties acknowledge that the Environmental Attribute accounting outlined below will be provided consistent with physical deliveries of power.

3.1 **Registration of Renewable Energy Generating Units**

BPA shall take all reasonable steps to register the applicable renewable energy generating units in BPA’s system mix, including any hydro resources, with the tracking system selected under section 5 of this Exhibit H.

3.2 **Environmental Attribute Accounting Process**

Starting after issuance of the Final ROD of the BP-29 power rate 7(i) Process, and after the issuance of the Final ROD in each subsequent routine power rate 7(i) Process thereafter through the term of the Agreement, BPA shall conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.

3.3 **REC Inventory Accounting**

No later than April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall calculate its Inventory for RECs for each Attribute Pool created during the prior calendar year in the applicable Environmental Attribute Accounting Process for the applicable Rate Period.

3.4 Emission Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide emission accounting information and, if applicable, will provide such information consistent with state rules.

3.5 Non-Emitting Electric Generation Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide non-emitting electric generation accounting information and, if applicable, will provide such information consistent with state rules.

4. CUSTOMER'S SHARE OF RECS

All capitalized terms used in this paragraph and the related underlying processes described in this paragraph shall be as defined, determined and calculated under Ashland's Regional Dialogue CHWM Contract. By April 15, 2029, BPA shall transfer to Ashland or manage a pro rata share of Available Tier 1 RECs from calendar year 2028 based on Ashland's FY 2028 RHWI divided by the total FY 2028 RHWIs of all customers with Regional Dialogue CHWM Contracts. BPA shall also transfer to Ashland its share of Tier 2 RECs, if applicable, generated during calendar year 2028. Ashland agrees that its REC transfer or management election (WREGIS account, WREGIS subaccount, or remarketing) for Fiscal Year 2028 shall apply for all calendar year 2028.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall determine Ashland's share of RECs as a pro rata share of the actual megawatt-hours of power Ashland purchased from BPA the prior calendar year under this Agreement. Ashland's pro rata share of each Inventory of RECs shall be calculated as the actual megawatt hours of power Ashland purchased from BPA under this Agreement during the prior calendar year from the applicable Attribute Pool divided by the sum of all power purchased from BPA for the applicable Attribute Pool.

5. TRANSFER AND TRACKING OF RECS

By December 1, 2029, Ashland shall provide written notice to BPA stating which one of the three options below it elects for the transfer of Ashland's share of RECs, for the remaining term of the Agreement. However, Ashland may change its transfer election for the remaining term of the Agreement by providing written notice to BPA of such change by December 1, 2030 or by any December 1 over the remaining term of the Agreement.

- (1) BPA shall transfer Ashland's share of RECs into Ashland's own Western Renewable Energy Generation Information System (WREGIS) account, which shall be established by Ashland; or
- (2) BPA shall transfer Ashland's share of RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on Ashland's behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or

- (3) BPA shall transfer Ashland's share of RECs into a third party-managed WREGIS account. Ashland shall notify BPA of the third-party WREGIS account number in its notice provided pursuant to this section 5.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall transfer Ashland's share of RECs from the prior calendar year to Ashland via WREGIS in accordance with its transfer election.

If Ashland's WREGIS account number has changed, then Ashland shall notify BPA of such change by December 1, 2028 and by each December 1 over the remaining term of this Agreement.

All references to WREGIS in this Exhibit H should be understood to mean WREGIS or a comparable commercial tracking system. BPA may change commercial tracking systems with reasonable advance notice to Ashland. In such case, the Parties shall establish a comparable process for BPA to provide Ashland its share of RECs.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the transfer of Ashland's RECs into any WREGIS account or WREGIS subaccount and (2) the establishment of any WREGIS subaccounts in Ashland's name pursuant to section 5 of this exhibit. Ashland shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS Retirement, reserve, and export fees.

7. EMISSION ALLOWANCES

7.1 BPA Compliance with Emission Allowance Program(s)

If over the term of this Agreement BPA incurs an emissions compliance obligation placed on electricity importers that provide power to Ashland's service territory, and if based on that compliance program:

- (1) BPA is obligated to obtain Emission Allowances sufficient to cover power purchased under this Agreement to Ashland, and
- (2) Ashland is eligible to receive Emission Allowances at no cost from Ashland's applicable jurisdiction and which can be used directly for compliance,

then Ashland shall transfer, or otherwise provide, Emission Allowances to BPA on the schedule and in the amount agreed to by BPA and Ashland that is sufficient to satisfy BPA's compliance obligations that arise in order to serve Ashland's load in its state.

The Parties shall revise section 7.2 below to include the specific terms and conditions, such as the calculation of the Emission Allowances to be transferred, and cost responsibilities, if any, associated with the transfer of Emission Allowances to BPA.

If Ashland elects to not revise this Exhibit H to include applicable special provisions in section 7.2 below, then BPA shall apply and Ashland shall pay the applicable Emissions Allowance costs through charges established in the BPA Power Rate Schedules and GRSPs.

7.2 Transfer of Emission Allowances to BPA
Placeholder for special provisions.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to add or remove the terms and conditions of Ashland's WREGIS subaccount following either Ashland's election of a WREGIS subaccount pursuant to section 5 of this exhibit or either Party's notice for termination of a WREGIS subaccount; and
- (2) to incorporate any significant edits related to a change to the commercial tracking system, pursuant to the last paragraph of section 5 of this exhibit.

All other changes to this Exhibit H will be made by mutual agreement of the Parties. As discussed in section 1 of this exhibit, BPA and Ashland acknowledge that the regulatory concepts covered in this exhibit are not well settled and are continually evolving. Accordingly, if future regulatory concepts change such that the spirit and intent of this exhibit are not being met, then BPA agrees to discuss such situations with customers and, as needed, to attempt in good faith to agree on mutually acceptable amendments to this exhibit.

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Exhibit I
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

1.1 Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, with verification of the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received.

1.2 Contact Information

The Parties shall deliver notices to the following people and address(es):

If to Ashland:

City of Ashland
20 E Main Street
Ashland, OR 97520-1814
Attn: Sabrina Cotta
City Manager
Phone: (541) 552-2106
E-Mail: sabrina.cotta@ashland.or.us

Additional Ashland Contact:

City of Ashland
20 E Main Street
Ashland, OR 97520-1814
Attn: Tom McBartlett
Director of Electric Utilities
Phone: (541) 552-2314
E-Mail: mcbartlett@ashland.or.us

If to BPA:

Bonneville Power Administration
905 NE 11th Avenue
PO Box 3621
Portland, OR 97208-3621
Attn: Kevin Mozena – PSE-6
Account Executive
Phone: (503) 230-4585
E-Mail: kimozena@bpa.gov

Additional BPA Contact:

Bonneville Power Administration
905 NE 11th Avenue
PO Box 3621
Portland, OR 97208-3621
Attn: Scott K. Wilson – PSW-6
Western Power Customer
Services Manager
Phone: (503) 230-7638
E-Mail: skwilson@bpa.gov

2. OPERATIONAL CONTACT INFORMATION

As applicable, the Parties shall notify the following people using the following methods for operations related to this Agreement, including scheduling:

If to Ashland:

Not Applicable

Or another mutually agreed upon form of notification.

If to BPA:

Preschedule

E-Mail: PBLPresched@bpa.gov

Real Time: See E-Tag for contact

Or another mutually agreed upon form of notification.

3. REVISIONS

Each Party shall notify the other Party of changes to their contact information above. After such notice, BPA may unilaterally revise section 1.2 and section 2 of this exhibit to reflect such changes to the Parties' contact information. All other changes to this Exhibit I will be made by mutual agreement of the Parties.

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Exhibit J
SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE
DEVICE REQUIREMENTS

1. CUSTOMER RESOURCE ELECTIONS AND REQUIREMENTS SUMMARY

Elected Services by Resource					Resource Services and Requirements	
Resource Name	TSS Election		Applied to Tier 1 Allowance Amount	RSS Elections	Requires E-Tag	Flexible Resource Requirements
	TSS-Full	TSS-Partial				

2. TIER 1 ALLOWANCE AMOUNT

Ashland's total amount of Specified Resources that are applied to the Tier 1 Allowance Amount, as identified in section 2.1 of Exhibit A, are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If Ashland's CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)

3. RESOURCE SUPPORT SERVICES

3.1 BPA shall develop Support Services consisting of RSS and other Support Services to support eligible Dedicated Resources listed in section 2 and 3 of Exhibit A and eligible Consumer Owned Resources Serving On-site Consumer Load listed in section 7 of Exhibit A.

RSS may include, but are not limited to, providing forced outage services, services for generation that produces secondary energy, or services to support variable generation. Other Support Services may include, but are not limited to, scheduling services and curtailment management services. BPA shall offer an amendment to this Agreement with RSS and other Support Services contract provisions by July 31, 2026. Prior to that date, BPA shall provide Ashland a reasonable opportunity to provide input into the development or refinement of Support Services and the related contract provisions. BPA shall make RSS and other Support Services available starting in FY 2029.

3.2 If Ashland adds a New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, then Ashland may purchase RSS or a combination of RSS and other Support Services from BPA to support such resource.

4. **EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS**

Ashland does not have any Existing Resources that are Dispatchable Resources.

5. **RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS**

BPA acknowledges that the resource adequacy compliance requirements in this section 5 of Exhibit J are evolving. Accordingly, if future requirements change such that the intent of this section 5 is not being met, then BPA agrees to discuss such situations with customers and develop revisions to this section 5. In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 **Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load**

- 5.1.1 For all Ashland's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, Ashland shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) Ashland will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which Ashland has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which Ashland has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

WRAP Seasons	
Summer	June - September
Winter	November – March

- 5.1.2 Beginning October 1 immediately preceding the start of the winter season in which Ashland has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season in which Ashland has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, Ashland shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

- 5.1.3 On each preschedule day of the applicable WRAP season, Ashland shall submit a generation schedule for the Generating Resource(s) Ashland will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.
- 5.1.4 If BPA determines that Ashland does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that Ashland does not need to provide.

Resource Name	Resource and Information Exemptions

5.2 Resource Adequacy Services

Unless a self-supply option is available and elected by Ashland, Ashland shall purchase Support Services for the following resources for resource adequacy planning purposes: (1) New Resource amounts serving Above-CHWM Load and (2) Consumer-Owned Resources serving On-Site Consumer Load except for those listed in section 7.4 of Exhibit A, in accordance with the applicable Power Rate Schedules and GRSPs.

Ashland shall be responsible for any resource adequacy-related planning obligations for any Planned NLSL or NLSL served by Dedicated Resource amounts or Consumer-Owned Resources listed in section 7.4 of Exhibit A.

5.3 WRAP Load Exclusions

- 5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, Ashland may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze Ashland's request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide Ashland notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable

Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

5.3.2 Ashland does not have a WRAP load exclusion at this time.

5.4 Submittal Method

No later than October 1, 2027, and in accordance with section 22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA's preferred mode of communication for WRAP-related information.

5.5 Pass-through Charges

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to Ashland in instances where the charge is related to one or more of the following: (1) non-performance of Ashland's resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA shall waive a related charge that BPA determines to be duplicative to other charges assessed.

6. ENERGY STORAGE DEVICES

The data included in this section 6 is intended for informational purposes.

6.1 Definitions

For purposes of this section 6, the following terms shall have the meaning as defined.

6.1.1 "Cycle" means an Energy Storage Device has discharged an amount of energy equal to its maximum rated storage capacity and been recharged to 100 percent of that rated capacity.

6.1.2 "Cycles per Day" means the number of times, or fraction thereof, that an Energy Storage Device can complete a Charge Cycle within a normal 24-hour period.

6.1.3 "Hours of Maximum Discharge" means the number of hours, or fraction thereof, an Energy Storage Device can discharge at its Maximum Single Hour Discharge.

6.1.4 "Maximum Charge Rate" means the maximum rate at which an Energy Storage Device can be charged from either a full or partial

discharge to either a higher level of charge or a full charge, in percentage of full charge per hour.

6.1.5 “Maximum Single Hour Discharge” means the maximum megawatt-hours that an Energy Storage Device is rated for discharge on a single hour.

6.1.6 “Round Trip Efficiency” means the percent of energy used in charging an Energy Storage Device that later can be discharged to the alternating current electrical system.

6.1.7 “Storage Capacity” means the megawatt-hours of energy an Energy Storage Device is designed and rated to be able to store and discharge to the alternating current electrical system on an ongoing basis.

6.2 Notice of Energy Storage Device Connection

Ashland shall provide notice to BPA of its or its consumer’s intent to connect an Energy Storage Device to Ashland’s distribution system. Such notice shall be provided no fewer than 30 calendar days prior to the Energy Storage Device connection and shall include the information specified in section 6.3.1.3 below. BPA will populate the table in section 6.3.1.3 within 60 calendar days of receiving the notice.

6.3 List of Ashland and Consumer-Owned Energy Storage Devices

Ashland does not have any Energy Storage Devices at this time.

7. NON-FEDERAL NETWORK RESOURCE INFORMATION FOR TRANSFER SERVICE

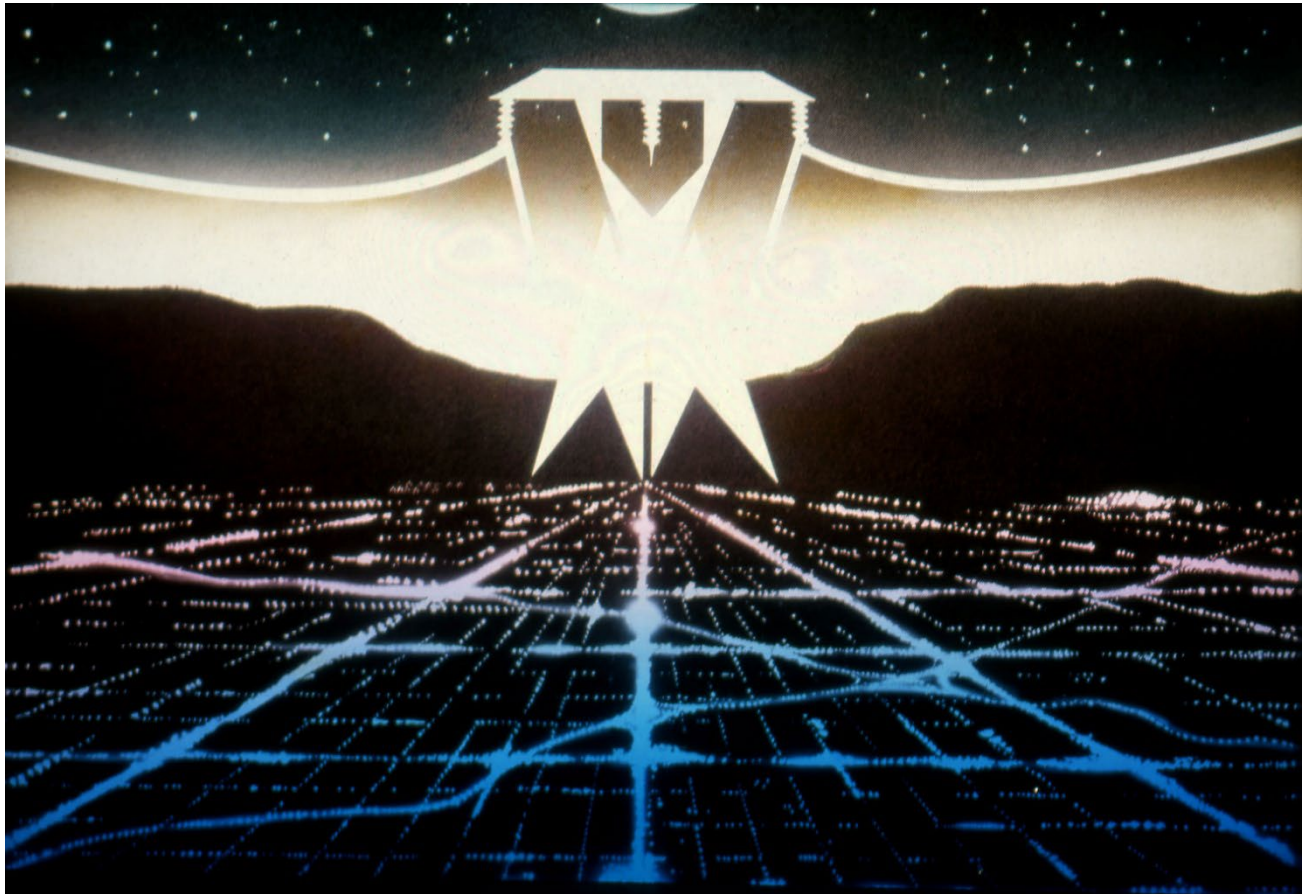
Ashland does not have any non-federal Network Resources at this time.

8. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ashland’s resource elections and requirements in section 1 of this exhibit; (2) Ashland’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.

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2029 PUBLIC RATE DESIGN METHODOLOGY

Final

PRDM-26-A-03-E01

September 2025

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1 BACKGROUND AND PURPOSE

Section 7(b)(1) of the Northwest Power Act requires BPA to establish a “rate or rates” for the sale of firm electric power to meet the “general requirements” load of public body, cooperative, and federal agency customers (public customers, or “Publics”). 16 U.S.C. § 839e(b)(1). The public customers’ “general requirements” load is the electric power they purchase from the Administrator under Section 5(b) of the Northwest Power Act, excluding new large single loads. *Id.* at § 839e(b)(4).

This Public Rate Design Methodology (PRDM) is the rate methodology BPA will use beginning FY 2029-30 to develop the Section 7(b) rate for the general requirements of Publics with Contract High Water Mark (CHWM) Contracts. For purposes of the PRDM, the Section 7(b) rate is referred to as the Priority Firm Power (PF) rate. Consistent with Section 7(b) and the rate design discretion afforded to the Administrator by Section 7(e) of the Northwest Power Act, the PF rate design, as described herein, will be composed of two tiers. The first tier (Tier 1 Rates) sets rates designed to recover the costs associated with serving a public customer’s general requirements load that is designated as CHWM Load under the terms of the public customer’s CHWM Contract. The second tier (Tier 2 Rates) sets rates designed to recover the costs associated with serving a public customer’s general requirements load that is designated as Above-Contract High Water Mark (Above-CHWM) Load under the terms of the public customer’s CHWM Contract. The PRDM specifies how PF rates will be developed by BPA under these two tiers, with the objective of ensuring—to the maximum extent practical—that Tier 1 Rates do not include costs of serving a public customer’s Above-CHWM Load.

Other (not Core Rate Design) rate adjustments, charges, and special provisions, as well as the rate design applicable to products and services not included in the PRDM, will be established in each 7(i) Process.

1.1 Two-Year Rate Periods

BPA determinations of specific rate levels will be made in a manner consistent with the PRDM in the respective 7(i) Process during the term of this PRDM. Under the PRDM, BPA will set power rates for Rate Periods no longer than two years.

1.2 Duration of the PRDM

This PRDM will be effective October 1, 2028, and will apply until all contracts that sell power at rates set pursuant to the PRDM have expired.

1.3 Scope of PRDM References and Descriptions

The PRDM addresses cost allocation and rate design of the PF rates applicable to the general requirements of public customers taking service under a CHWM Contract. It does not address the cost allocation or rate design of any other rate. Throughout the PRDM, there are references to BPA's power costs in aggregate, or to elements of BPA's power costs that are not recovered solely through the PF rates applicable to the PRDM. All costs BPA functionalizes to Power Services will be included in the Revenue Requirement Table established in each 7(i) Process. Each line item on the Revenue Requirement Table will be allocated to matching line items on the Allocated Tiered Cost Table (Table 2-1) established for each rate pool. The Cost Pools on the Allocated Tiered Cost Table for the PF rate pool will establish the treatment of costs to be recovered through either the various Tier 1 Rates or the various Tier 2 Rates. These Cost Pools on the Allocated Tiered Cost Table do not

1 address BPA power costs on the Revenue Requirement Table that are to be recovered
2 through (allocated to) other rates, such as the New Resources Firm Power (NR) rate or the
3 Industrial Firm Power (IP) rate.

4
5 To the extent the PRDM refers to costs beyond those to be recovered through tiered PF
6 rates, this is not intended to imply that tiered PF rates will be designed to recover those
7 costs. Rather, these statements should be understood in the context of the sequential
8 process. That is, BPA will first determine its overall total system costs, then functionalize
9 those costs to Power Services and Transmission Services, and then allocate the total Power
10 system costs among its applicable rates (*e.g.*, PF, PF Exchange, IP, NR, FPS, others), in
11 accordance with the rate directives of Section 7 of the Northwest Power Act. The
12 provisions of the PRDM apply after this allocation, and only apply to the portion of costs
13 and revenues allocated to PF rate(s) receiving service under a CHWM Contract.
14 (See Figure 2-1.) The PRDM does not address issues relating to other BPA rates, except the
15 PF Exchange Rate for Publics with CHWM Contracts as described in Section 8.4.1.

2 COST ALLOCATIONS

The PRDM specifies how costs will be allocated to the Tier 1 Cost Pools and the Tier 2 Cost Pools that are used to calculate the Tier 1 and Tier 2 Rates. BPA will set all its rates, including the Tier 1 and Tier 2 Rates, in each 7(i) Process.

2.1 Cost Allocation Principles

The following principles were applied in developing the PRDM Cost Allocation Method and will be used for allocating costs that are not specifically addressed in the PRDM.

- 1) Tiering is a ratemaking construct implemented through an allocation of costs rather than an allocation of power.
- 2) Costs not otherwise expressly allocated in the PRDM will be allocated to Cost Pools based on the principles of cost causation, meaning the costs will be allocated to the Cost Pool(s) that benefit from or cause such costs.
- 3) Tier 1 Costs will be kept separate and distinct from Tier 2 Costs. Tier 1 Costs will be recovered through the Tier 1 Rates. Tier 2 Costs will be recovered through Tier 2 Rates, except when necessary to ensure BPA's cost recovery during a Rate Period or to conform to court ruling as provided for in Chapter 9.
- 4) Tier 2 Cost Pools will be kept separate from one another. Each Tier 2 Rate will recover only the costs of the applicable Tier 2 Cost Pool. BPA will seek to recover all costs of the applicable Tier 2 Cost Pool from customers purchasing power from that Tier 2 Cost Pool before proposing any reallocation of costs to the Composite Cost Pool.
- 5) Cost separation between the Cost Pools will not affect the operation or dispatch of the Federal Columbia River Power System (FCRPS).

- 1 6) The ratemaking separation of costs between Tier 1 and Tier 2 Cost Pools, and
2 among the Tier 2 Cost Pools, will not necessarily be the same as BPA's accounting
3 treatment of the costs. When differences arise between ratemaking and accounting,
4 the ratemaking allocations determined in accordance with this chapter will govern
5 BPA's ratemaking.
- 6 7) BPA's allocation of costs among the Composite, Non-Slice, and Slice Cost Pools will
7 recognize the types of costs distinct to the type of service associated with each Cost
8 Pool.
- 9 8) The public customers have entered into a long-term CHWM Contract with BPA,
10 which commits the public customer to purchase (and BPA to supply) electric power
11 for the duration of the contract (as described therein) at rates that recover BPA's
12 total system costs consistent with Section 7 of the Northwest Power Act. As partial
13 consideration for this long-term commitment, and the long-term commitments in
14 the CHWM Contract incorporating the PRDM, the revenues and costs associated
15 with the sales of secondary energy will be treated in the following manner:
- 16 a) all revenues forecast by BPA from its sale of secondary energy produced by
17 the Federal Base System and other resources acquired by the Administrator
18 will continue to be credited to power rates pursuant to Northwest Power Act
19 Section 7(g) against costs that are properly allocated to rates for recovery
20 from sales of power for use within the region; and
- 21 b) costs and benefits of the sale of or inability to sell excess electric power
22 allocated under Section 7(g) of the Northwest Power Act will be allocated to
23 the Cost Pools to which the costs of the resources that generate such excess
24 electric power are allocated, consistent with Section 7 of the Northwest
25 Power Act.

- 1 9) The tiered rate treatment described in this PRDM will preserve consistency with
2 generally accepted ratemaking principles.
- 3 10) The allocation of costs and revenues as described in the PRDM does not
4 prescribe any particular conveyance of environmental and/or other attributes
5 associated with power purchased from BPA.

6

7 **2.2 Cost Allocation Method and Allocated Tiered Cost**

8 In each 7(i) Process under the PRDM, BPA will allocate Tier 1 Costs among three Tier 1
9 Cost Pools for determining Tier 1 Rates, and Tier 2 Costs to one or more Tier 2 Cost Pools
10 corresponding to each Tier 2 Rate Alternative. The Tier 1 Cost Pools are the Composite
11 Cost Pool, Slice Cost Pool, and Non-Slice Cost Pool. The allocation of costs to Cost Pools is a
12 ratemaking exercise that is performed in a 7(i) Process according to the directives in
13 Section 7 of the Northwest Power Act.

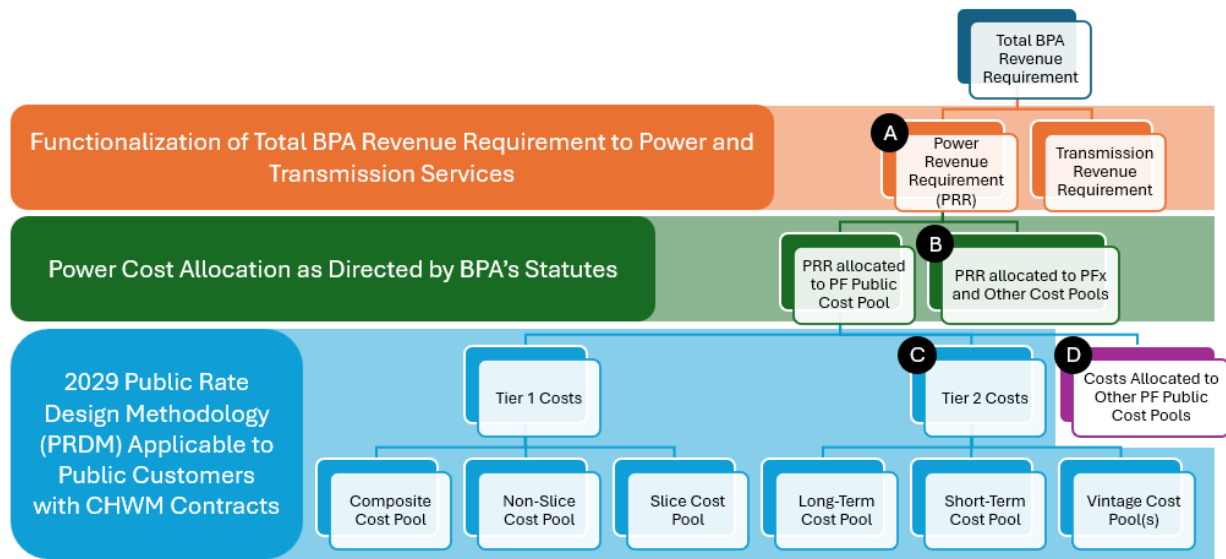
14

15 The Tier 1 Cost Pools will be determined by starting with the Power Revenue Requirement
16 and subtracting the portion of the Power Revenue Requirement recovered from BPA's
17 other power rates, as directed by BPA's statutes. The remaining Power Revenue
18 Requirement will be recovered from the PF Public Cost Pool.

19

20 The portion of the PF Public Cost Pool that is allocated to the Tier 2 Cost Pools, as well as
21 any portion of the PF Public Cost Pool allocated to non-CHWM PF Public Customers, will
22 then be subtracted from the PF Public Cost Pool. The remaining portion of the PF Public
23 Cost Pool will be allocated to Tier 1 Cost Pools. The Tier 1 Costs are then sub-allocated to
24 the three Tier 1 Cost Pools—the Composite Cost Pool, the Slice Cost Pool, and the Non-Slice
25 Cost Pool. (See Figure 2-1.)

**Figure 2-1.
Soup-to-Nuts Power Cost Allocation**



Consistent with Figure 2-1 above, BPA's Tier 1 Costs are calculated as:

$$\text{Tier 1 Costs} = A - B - C - D$$

Where:

A = The Power Revenue Requirement.

B = The portion of Power Revenue Requirement allocated to BPA's other Cost Pools as directed by BPA's Statutes.

C = The portion of the PF Public Cost Pool identified as Tier 2 Costs.

D = The portion of the PF Public Cost Pool allocated to other non-CHWM PF Public Customers.

2.2.1 Cost Allocation Proof

The mathematical, illustrative, summarizing, and accounting methods used to solve for Tier 1 and Tier 2 Rates in each 7(i) Process may vary. Therefore, to ensure that the

1 PF Public rates are set in accordance with Section 7 of the Northwest Power Act and the
2 Principles in Section 2.1 of this chapter, BPA will conduct a cost allocation proof in every
3 7(i) Process. The proof will verify that the total costs recovered from all PF Public rates is
4 equal to only the portion of BPA's total power costs that, in accordance with Section 7 of
5 the Northwest Power Act, are to be recovered from PF Public rates.

6 7 **2.2.1.1 The Composite Cost Pool**

8 Section A of the Allocated Tiered Cost Table 2-1 sets out the categories of costs that are
9 allocated to the Composite Cost Pool, including all Tier 1 Costs and Tier 1 Credits
10 functionalized by BPA to Power, except for any Tier 1 Costs or Tier 1 Credits that BPA has
11 determined meet the specified criteria for inclusion in either the Slice Cost Pool or the Non-
12 Slice Cost Pool, as set forth in Sections 2.2.1.2 and 2.2.1.3. The administrative costs
13 (primarily staffing costs) of surplus marketing and administering all CHWM Contracts and
14 rates, including potential future contracts that are applicable to the PRDM, will be allocated
15 to the Composite Cost Pool.

16 17 **2.2.1.2 The Slice Cost Pool**

18 Section B of the Allocated Tiered Cost Table is designed to include the costs that are
19 allocated to the Slice Cost Pool, including all Tier 1 Costs and Tier 1 Credits that are
20 specifically and uniquely attributable to the Slice Product. If, during the term of CHWM
21 Contracts (including potential future contracts that incorporate the PRDM), BPA
22 undertakes actions that are specifically and uniquely attributable to the Slice Product (for
23 example, customer-requested software enhancements specific to the Slice Product), then
24 BPA will allocate the costs of undertaking these actions to the Slice Cost Pool unless BPA
25 and the Slice Customers have made separate payment arrangements. Such costs would be

1 treated as New Expenses under the PRDM for allocation purposes. Similarly, if in the
2 future there are New Credits attributable to the Slice Product only, these New Credits
3 would be allocated to the Slice Cost Pool.
4

5 **2.2.1.3 The Non-Slice Cost Pool**

6 Section C of the Allocated Tiered Cost Table sets out the categories of costs that are
7 allocated to the Non-Slice Cost Pool, including all Tier 1 Costs and Tier 1 Credits that are
8 specifically and uniquely attributable to the Load Following or Block Products. The Non-
9 Slice Cost Pool includes the costs and credits of converting resource output into load
10 service (*e.g.*, Balancing Power Purchases); the costs of Tier 1 risk mitigation not recovered
11 through rates for the Slice Product; and the costs or credits arising from Tier 1 Non-Slice
12 capacity acquisitions (*see* Section 3.5). Except as otherwise provided in Section 2.4, the
13 Non-Slice Cost Pool also includes the Tier 1 Secondary Energy Credit, which includes any
14 costs or credits specifically attributable to BPA's marketing of Tier 1 Secondary Energy and
15 excludes administrative costs allocated to the Composite Cost Pool.
16

17 **2.2.1.4 Tier 2 Cost Pools**

18 Section D of the Allocated Tiered Cost Table sets out the costs that are allocated to the
19 Tier 2 Cost Pools. Such costs include all Tier 2 Costs that are attributable to resources and
20 services that BPA forecasts for ratemaking purposes to use for serving load at a Tier 2 Rate.
21 Included in Table 2-1, Section D, are Support Services costs used to set the Tier 2 Rates.
22 BPA will include a uniform adder, the Overhead Cost Adder, in the Tier 2 Cost Pools. BPA
23 will credit the forecast revenue from the Overhead Cost Adder to the Composite Cost Pool.
24 *See* Section 5.2 for a fuller discussion of costs allocated to Tier 2 Cost Pools and
25 Section 5.2.3 for discussion of the Overhead Cost Adder. Any uses of Tier 1 System

Resources to serve load at a Tier 2 Rate, as forecast for ratemaking purposes, will be priced in accordance with Chapter 5.

2.2.2 Allocated Tiered Cost Table

The Allocated Tiered Cost Table 2-1 sets out the cost categories that will be used for allocating costs in each 7(i) Process. Any changes to the Allocated Tiered Cost Table to accommodate New Expenses or New Credits will be made pursuant to Section 2.3. Any changes to the Allocated Tiered Cost Table to accommodate a need to allocate a Tier 2 Cost to a Tier 1 Cost Pool will be pursuant to Section 2.6. All other changes to the Allocated Tiered Cost Table will be pursuant to Chapter 9. The addition of new Tier 2 Cost Pools will not be considered a change to the Allocated Tiered Cost Table for purposes of Chapter 9.

BPA will conform the description or grouping of costs in the Allocated Tiered Cost Table 2-1 to the grouping of costs in the Power Services Statement of Revenues and Expenses, but changes to line-item descriptions or groupings in the Power Services Statement of Revenues and Expenses will not change the Cost Pools to which the underlying costs are assigned. If modifications to BPA's Power Services Statement of Revenues and Expenses change the categorization of costs, then the manner of maintaining the separation of costs for purposes of the PRDM will be addressed in the next 7(i) Process following the modification. Such modifications will not change the underlying allocation of costs to the respective Cost Pools, which form the basis for setting Tier 1 and Tier 2 Rates.

2.3 Inclusion of New Expenses or New Credits

BPA will allocate New Expenses or New Credits to the Cost Pools based on the cost allocation principles in Section 2.1. BPA will propose an allocation of the New Expenses and New Credits to the appropriate Cost Pools in a 7(i) Process.

2.4 Tier 1 Secondary Energy Credit

The Slice Product includes an advance sale of surplus energy, which is delivered when and if available. Consequently, the Composite Cost Pool and Slice Cost Pool do not contain any cost or credit, except administrative costs, associated with Tier 1 Secondary Energy. When Load Following and Block Products do not receive Tier 1 Secondary Energy as an advance sale of surplus energy, the Non-Slice Cost Pool will be allocated a Tier 1 Secondary Energy Credit. Such Tier 1 Secondary Energy Credit can take the form of a fixed credit based on forecast, a variable credit based on actuals, or a combination of the two. Notwithstanding any other provision in this PRDM, and irrespective of whether BPA allocates Section 7(b)(2) trigger amounts to BPA surplus sales, BPA will seek to ensure comparable treatment with respect to Tier 1 Secondary Energy as between the Slice and Non-Slice Cost Pools.

Tier 1 Secondary Energy Credit associated with the Unused CHWM will be included in the Composite Cost Pool rather than the Non-Slice Cost Pool. BPA or public customers may also propose in a 7(i) Process that portions of the Tier 1 Secondary Energy Credit be reallocated to the Composite Cost Pool as supported by Section 2.1, such as when a market, operations, or other decision causes a portion of the advanced sale of secondary energy associated with the Slice Product to otherwise be credited to the Non-Slice Cost Pool or when a condition exists that causes revenue to be allocated to the Non-Slice Cost Pool when a reallocation to the Composite Cost Pool would be more appropriate.

2.5 Interest Earned on the Bonneville Fund

BPA will allocate to the Non-Slice Cost Pool a credit equal to the total anticipated credit earned on Bonneville Fund balances attributed to the Power function.

2.6 BPA Actions Prior to Allocating Tier 2 Cost to a Tier 1 Cost Pool

If, for purposes of ensuring cost recovery, BPA determines that it must reallocate to any Tier 1 Cost Pool costs that would otherwise be allocated to any Tier 2 Cost Pool under the PRDM, to the extent practicable, BPA will reallocate such costs only after taking the following actions:

- 1) BPA will make reasonable efforts to recover the costs from the party(s) that would otherwise be responsible for such costs. Such efforts may include making demand on any available credit support and pursuing legal action when BPA determines it is appropriate.
- 2) BPA will make good faith efforts to reduce the costs that are proposed to be reallocated, so as to offset the cost that would otherwise occasion the need for a reallocation to ensure cost recovery.
- 3) Prior to a BPA proposal in a 7(i) Process to reallocate costs from a Tier 2 Cost Pool to any Tier 1 Cost Pool, BPA will convene a public meeting with customers and interested parties to discuss the proposal and to elicit alternatives to reallocating the costs. If an alternative cost recovery mechanism appears to be viable, BPA would propose such an alternative cost recovery mechanism in the next 7(i) Process.
- 4) If BPA determines in a 7(i) Process that it must reallocate costs to a Tier 1 Cost Pool that would otherwise be allocated to any Tier 2 Cost Pool, the presumption will be that such costs are to be allocated to the Composite Cost Pool unless it is determined in the 7(i) Process that the costs should be allocated to another Tier 1 Cost Pool based on the allocation principles in Section 2.1.

1 These actions, or disputes over whether the Administrator has satisfied them, do not
2 override and will not be allowed to frustrate the Administrator's responsibility to recover
3 costs and timely repay the U.S. Treasury.
4

5 **2.7 Slice True-Up**

6 Slice Customers will have an annual Slice True-Up Charge for costs and credits allocated to
7 the Composite Cost Pool (*see* Table 2, Section A) and to the Slice Cost Pool (*see* Table 2,
8 Section B). The annual Slice True-Up Charge will be calculated for each Fiscal Year as soon
9 as BPA's audited actual financial data are available (usually in November). Actual expenses
10 during a Fiscal Year to implement a request of and for the benefit of an individual Slice
11 Customer will be billed and paid in accordance with the contract governing the
12 implementation of such request.
13

14 The Slice True-Up Charge for each customer will be the sum of the Composite Cost Pool
15 True-Up Charge and the Slice Cost Pool True-Up Charge calculated for each Slice Customer.
16 BPA will provide Slice Customers a preliminary estimate of the Slice True-Up Charge before
17 completion of BPA's financial audit for each Fiscal Year. BPA will notify Slice Customers of
18 their Slice True-Up Charge that is calculated after audited actual financial data are
19 available. The Slice True-Up Charge is included in customer bills in the month (or months)
20 following notification.
21

22 The Composite Cost Pool True-Up Charge and the Slice Cost Pool True-Up will be added
23 together if both are negative or both are positive, and will be netted against each other if
24 one adjustment is positive (adjustment is a charge) and the other adjustment is negative
25 (adjustment is a credit). The result of this summing or netting, as applicable, will be the
26 final Slice True-Up Charge.

2.8 Slice True-Up Composite Cost Pool Charge

The Slice True-Up Composite Cost Pool Charge is applicable to the Slice Product. The Slice True-Up Composite Cost Pool Charge can be either positive or negative and is calculated as the Slice True-Up Composite Cost Pool Billing Determinant multiplied by the Slice True-Up Composite Cost Pool Rate.

2.8.1 Slice True-Up Composite Cost Pool Billing Determinant

For each Slice Customer, the annual Slice True-Up Composite Cost Pool Billing Determinant will be calculated as:

$$STUcomp_{BD} = Slice\% \times \left(\sum CHWM - UCHWM \right)$$

Where:

$STUcomp_{BD}$ = A Slice Customer's annual Slice True-Up Composite Cost Pool Billing Determinant in kWh applicable to the Slice True-Up Composite Cost Pool Rate in mills/kWh in a Fiscal Year

$Slice\%$ = A customer's Slice percentage in that Fiscal Year

$\sum CHWM$ = sum of all customer CHWMs in that Fiscal Year

$UCHWM$ = the actual Unused CHWM for a Fiscal Year as adjusted for actual loads effectively served at Tier 1 rates

2.8.2 Slice True-Up Composite Cost Pool Rate

The Slice True-Up Composite Cost Pool Rate is calculated by subtracting 1) the forecast annual expenses and revenue credits allocated to the Composite Cost Pool for the applicable Fiscal Years of the Rate Period from 2) the actual expenses and revenue credits in the applicable Fiscal Year of the Rate Period that are allocable to the Composite Cost Pool. This difference is then divided by the total amount of actual Tier 1 MWhs sold in the

same Fiscal Year at Tier 1 rates, as adjusted by the Tier 1 Marginal Energy True-Up, to calculate the mills/kWh Slice True-Up Composite Cost Pool Rate.

$$STUcomp_R = \frac{(CCP_{Actual} - CCP_{Forecast})}{(\sum CHWM - UCHWM)}$$

Where:

$STUcomp_R$ = the Slice True-Up Composite Cost Pool Rate in mills/kWh

applicable to a Slice Customer's kWh Composite Cost Pool Slice True-Up

Billing Determinant in a Fiscal Year

CCP_{Actual} = the actual expenses and revenue credits in the applicable Fiscal

Year of the Rate Period that are allocable to the Composite Cost Pool

$CCP_{Forecast}$ = the forecast annual expenses and revenue credits in the

applicable Fiscal Year of the Rate Period allocated to the Composite Cost

Pool

$\sum CHWM$ = sum of all customer CHWMs in that Fiscal Year

$UCHWM$ = the actual Unused CHWM for a Fiscal Year as adjusted for actual

loads effectively served at Tier 1 rates

2.8.2.1 Treatment of Firm Surplus and Secondary Adjustment Line Item

As part of the Slice True-Up Composite Cost Pool Charge, the Firm Surplus and Secondary Adjustment (from Unused CHWM) line item in Table 2-1 will be revised to reflect the actual effective Unused CHWM for each Fiscal Year and the resulting revenue difference between a sale at the posted Slice True-Up Composite Cost Pool Rate and at the 7(i) Process-determined value of Unused CHWM. The dollar amount calculated, which may be positive or negative, will be used to adjust the forecast Firm Surplus and Secondary Adjustment (from Unused CHWM) line item to calculate the actual Firm Surplus and Secondary

Adjustment (from Unused CHWM) line item used to calculate the Composite Cost Pool Slice True-Up Rate.

2.8.2.2 Treatment of Other Revenue Credit Line Items

As part of the Composite Cost Pool True-Up, some rate revenue credit line items in Table 2-1, such as IP and NR revenue line items, may be subject to true-up as determined in each 7(i) Process. When a revenue credit line item is subject to true-up that varies because the actual amount of power sold is different than the forecast amount of power sold, the forecast revenue credit will be adjusted to account for the revenue difference assuming an increased or decreased market power sale—such as a kWh decrease in a NR power sale and an equal kWh increase in a market power sale, or vice versa. The revenue difference calculated, using the formula established in each 7(i) Process, which may be positive or negative, will be used to adjust the forecast revenue credit line items to calculate the actual revenue credit line items used to calculate the Composite Cost Pool Slice True-Up Rate.

2.8.2.3 Minimum Required Net Revenue Line Items

The actual expenses and revenue credits allocable to the Composite Cost Pool include a component for any amount by which BPA's actual cash requirements exceed the total actual non-cash expenses in the Composite Cost Pool in a given Fiscal Year. This is called the Minimum Required Net Revenue (MRNR). When BPA's actual cash requirements do not exceed the total actual non-cash expenses in the Composite Cost Pool, MRNR will equal zero. Any revisions to this MRNR treatment will be proposed by BPA in a 7(i) Process.

2.8.3 Slice True-Up Slice Cost Pool Charge

The annual Slice True-Up Slice Cost Pool Charge for the Slice Cost Pool will be calculated by 1) subtracting (i) the forecast annual expenses and revenue credits allocated to the Slice Cost Pool for the applicable Fiscal Years of the Rate Period from (ii) the actual expenses and revenue credits that are allocable to the Slice Cost Pool in the applicable Fiscal Year of the Rate Period and 2) multiplying the difference from step 1 above by each customer's Slice Percentage pursuant to Exhibit K (or its replacement) of the Slice Contract divided by the sum of all Slice Percentages for that Fiscal Year pursuant to Exhibit K (or its replacement) of the Slice Contract. The dollar amount calculated, which may be positive or negative, constitutes the Slice True-Up Slice Cost Pool Charge for the Slice Cost Pool.

2.8.4 Treatment of New Costs and New Credits, and Costs and Revenues Not Subject to Slice True-Up

In the annual Slice True-Up Charge, BPA may make an interim allocation of New Expenses or New Credits for which categories do not exist on Table 2-1. If BPA makes such an interim allocation among the Cost Pools, it will do so based on the PRDM cost allocation principles (*see* Section 2.1). BPA will make a final decision on the allocation of New Expenses or New Credits among the Cost Pools in the next scheduled power rate 7(i) Process. If the cost allocation finally adopted in the 7(i) Process is different from the interim allocation implemented by BPA through the Slice True-Up Charge, the Slice Customers will be compensated or charged based on their over-payment or under-payment, in either case with interest (at the rate specified in the Slice Customer's CHWM Contract) from the first calendar day of the Fiscal Year in which the Slice True-Up Charge containing the interim allocation was calculated to the due date of the bills containing payment(s) or credit(s) related to the final allocation.

1 For forecast expenses or revenue credits allocated to either the Composite Cost Pool or the
2 Slice Cost Pool that are not subject to the Slice True-Up Charge, for purposes of all Slice
3 True-Up Charge calculations the actual expenses and revenue credits allocable to such Cost
4 Pools for each Fiscal Year will be deemed to be equal to the forecast of such expenses or
5 revenue credits in the applicable 7(i) Process. The expenses and revenue credits that are
6 not subject to true-up to actual expenses and revenue credits in the Slice True-Up Charge
7 will be determined in each 7(i) Process.

9 **2.8.5 Slice True-Up Charge Settlement**

10 The final Slice True-Up Charge for each customer will be applied either as a one-month
11 credit (if the adjustment is negative) or as a three-month charge (if the adjustment is
12 positive) spread equally across the three months following the month the final Slice True-
13 Up Charge is determined by BPA. Slice Customers have the option to pay the entire charge
14 in one month.

15
16 Interest will be computed and added to the Slice True-Up Charge for each Slice Customer at
17 the rate and for the period specified in the Slice Customer's CHWM Contract.

18
19 Any adjustments to the billed Slice True-Up Charge will be determined by BPA upon the
20 later to occur of 1) BPA's issuance of its written final resolutions of Slice True-Up Charge
21 issues at conclusion of the Cost Verification Process or 2) BPA's issuance of a written
22 decision by the Administrator that affirms or rejects (in whole or in part) the
23 recommendation of the third-party expert, all as set forth in Appendix B.

2.8.6 Cost Verification Process for the Slice True-Up Charge

BPA will conduct a Cost Verification Process that will permit Slice Customers and other customers to assess whether BPA has correctly calculated the amount of each expense or revenue credit subject to the Slice True-Up Charge, and whether the final Slice True-Up Charge contains only those expenses and revenue credits permitted to be included in—and does not contain any expenses or revenue credits excluded from—the Slice Rate pursuant to the PRDM. The Cost Verification Process will not enable customers to question or dispute BPA’s accounting policies and standards, management decisions, or other policies. The Cost Verification Process for the Slice True-Up Charge will be conducted in accordance with Appendix B to this PRDM.

2.9 Cost Review Public Process

BPA will conduct, outside the PRDM, a Cost Review Public Process. This public process will include periodic meetings to allow customers and interested parties to review and obtain information from BPA, such as BPA’s financial performance, comparison of BPA’s actual costs to its forecast costs, and assignment of costs among cost categories and Cost Pools. For any issues raised in this Cost Review Public Process, BPA will determine if resolution is needed in a 7(i) Process.

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Table 2-1. ALLOCATED TIERED COSTS
(Blackened row indicates that item is wholly assigned to another Cost Pool.)

A. Composite Cost Pool

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
1	COMPOSITE COST					
2	Operating Expenses					
3	Power System Generation Resources					
4	Operating Generation					
5	COLUMBIA GENERATING STATION (WNP-2)					
6	BUREAU OF RECLAMATION					
7	CORPS OF ENGINEERS					
8	CRFM STUDIES					
9	LONG-TERM CONTRACT GENERATING PROJECTS					
10	Sub-Total					
11	Operating Generation Settlement Payment and Other Payments					
12	COLVILLE GENERATION SETTLEMENT					
13	SPOKANE LEGISLATION PAYMENT					
14	Sub-Total					
15	Non-Operating Generation					
16	TROJAN DECOMMISSIONING					
17	WNP-1&3 DECOMMISSIONING					
18	Sub-Total					
19	Gross Contracted Power Purchases					
20	PNCA HEADWATER BENEFITS					
21	OTHER POWER PURCHASES (Designated Obligations or Purchases)					
22	HEDGING/MITIGATION (NON-SLICE COST)					
23	OTHER POWER PURCHASES (NON-SLICE COST)					
24	Sub-Total					
25	Bookout Adjustment to Power Purchases (omit)					
26	Augmentation Power Purchases (omit - calculated below)					
27	AUGMENTATION POWER PURCHASES					
28	Sub-Total					
29	Exchanges and Settlements					
30	RESIDENTIAL EXCHANGE PROGRAM (REP)					
31	OTHER SETTLEMENTS					
32	Sub-Total					
33	Renewable Generation					
34	RENEWABLES (excludes KIII)					
35	Sub-Total					
36	Generation Conservation					
37	CONSERVATION ACQUISITION					
38	CONSERVATION INFRASTRUCTURE					
39	LOW INCOME WEATHERIZATION & TRIBAL					
40	ENERGY EFFICIENCY DEVELOPMENT					
41	DISTRIBUTED ENERGY RESOURCES					
42	LEGACY					
43	MARKET TRANSFORMATION					
44	Sub-Total					
45	Power System Generation Sub-Total					
46						
47	Power Non-Generation Operations					
48	Power Services System Operations					
49	EFFICIENCIES PROGRAM					
50	INFORMATION TECHNOLOGY					
51	GENERATION PROJECT COORDINATION					
52	ASSET MGMT ENTERPRISE SVCS					
53	SLICE IMPLEMENTATION (SLICE COST)					
54	Sub-Total					
55	Power Services Scheduling					
56	OPERATIONS SCHEDULING					
57	OPERATIONS PLANNING					
58	Sub-Total					

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
59	Power Services Marketing and Business Support					
60	GRID MOD					
61	EIM INTERNAL SUPPORT					
62	POWER INTERNAL SUPPORT					
63	COMMERCIAL ENTERPRISE SVCS					
64	OPERATIONS ENTERPRISE SVCS					
65	POWER R&D					
66	SALES & SUPPORT					
67	STRATEGY, FINANCE & RISK MGMT (REP support costs included here)					
68	EXECUTIVE AND ADMINISTRATIVE SERVICES (REP support costs included here)					
69	CONSERVATION SUPPORT					
70	Sub-Total					
71	Power Non-Generation Operations Sub-Total					
72	Power Services Transmission Acquisition and Ancillary Services					
73	TRANSMISSION and ANCILLARY Services - System Obligations					
74	3RD PARTY GTA WHEELING					
75	POWER 3RD PARTY TRANS & ANCILLARY SVCS (Composite Cost)					
76	POWER 3RD PARTY TRANS & ANCILLARY SVCS (Non-Slice Cost)					
77	TRANS ACQ GENERATION INTEGRATION					
78	EESC CHARGES (Composite)					
79	TELEMETERING/EQUIP REPLACEMT					
80	Power Services Trans Acquisition and Ancillary Serv Sub-Total					
81	Fish and Wildlife/USF&W/Planning Council/Environmental Req					
82	Fish & Wildlife					
83	USF&W Lower Snake Hatcheries					
84	Planning Council					
85	Fish & Wildlife RDC Funds					
86	Lower Snake Hatcheries RDC Funds					
87	Fish and Wildlife/USF&W/Planning Council Sub-Total					
88	BPA Internal Support					
89	Additional Post-Retirement Contribution					
90	Agency Services G&A (excludes direct project support)					
91	BPA Internal Support Sub-Total					
92	Bad Debt Expense (Composite Cost)					
93	Bad Debt Expense (Non-Slice Cost)					
94	Other Income, Expenses, Adjustments					
95	Depreciation (Composite Cost)					
96	Depreciation (Non-Slice Cost)					
97	Amortization					
98	Accretion (CGS)					
99	Total Operating Expenses					
100						
101	Other Expenses and (Income)					
102	Net Interest Expense					
103	LDD					
104	Irrigation Rate Discount Costs					
105	Revenues, PRDM Rate Impact Credit, Mitigation (RIC-M)					
106	Costs, PRDM Rate Impact Credit, Mitigation (RIC-M)					
107	FPS (Surplus)/Shortfall					
108	7(c)(2) Delta Allocation					
109	7(b)(2) / 7(b)(3) Protection Amount					
110	7(b)(2) Industrial Adjustment					
111	Sub-Total					
112	Total Expenses					
113						
114	Revenue Credits					
115	Generation Inputs for Ancillary, Control Area, and Other Services Revenues					
116	Downstream Benefits and Pumping Power revenues					
117	4(h)(10)(c) credit					
118	PRSC Net Credit (Composite)					
119	Colville and Spokane Settlements					

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
120	Energy Efficiency Revenues					
121	PF Load Forecast Deviation Liquidated Damages					
122	Miscellaneous revenues					
123	Renewable Energy Certificates					
124	Net Revenues from other Designated BPA System Obligations (Upper Baker)					
125	RSS Revenues					
126	Firm Surplus and Secondary Adjustment (from Unused CHWM)					
127	Balancing Augmentation Adjustment					
128	Transmission Loss Adjustment					
129	Tier 2 Rate Adjustment					
130	NR Revenues					
131	Total Revenue Credits					
132						
133	Augmentation Costs					
134	Tier 1 Augmentation Resources (includes Augmentation RSS and Augmentation RSC adders)					
135	Augmentation Purchases					
136	Total Augmentation Costs					
137						
138	DSI Revenue Credit					
139	Revenues 12 aMW @ IP rate					
140	Total DSI revenues					
141						
142	Minimum Required Net Revenue Calculation					
143	Principal Payment of Fed Debt for Power					
144	Repayment of Non-Federal Obligations (EN Line of Credit)					
145	Repayment of Non-Federal Obligations (CGS, WNP1, WNP3, N. Wasco, Cowlitz Falls)					
146	Irrigation assistance					
147	Sub-Total					
148	Depreciation					
149	Amortization					
150	Accretion					
151	Capitalization Adjustment					
152	Amortization of Refinancing Premiums/Discounts (MRNR - Reverse Sign)					
153	Amortization of Cost of Issuance (MRNR-reverse sign)					
154	Cash freed up by DSR refinancing					
155	Gains/Losses on Extinguishment					
156	Non-Cash Expenses					
157	Prepay Revenue Credits					
158	Non-Federal Interest (Prepay)					
159	Contribution to decommissioning trust fund					
160	Gains/losses on decommissioning trust fund					
161	Interest earned on decommissioning trust fund					
162	Revenue Financing Requirement					
163	Capital Financing (RCD)					
164	Other Adjustments					
165	Payments for Litigation Stay Agreements					
166	Sub-Total					
167	Principal Payment of Fed Debt plus Irrigation assistance exceeds non-cash expenses					
168	Minimum Required Net Revenues					
169						
170	Total Composite Cost					

1
2

B. Slice Cost Pool

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
1	SLICE COST					
2	Slice Implementation Expenses					
3	Total Slice Cost					

C. Non-Slice Cost Pool

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
1	NON-SLICE COST					
2	Other Power Purchases (Balancing)					
3	Other Power Purchases (Capacity)					
4	Hedging/Mitigation					
5	Transmission & Ancillary Services (Non-Slice Cost)					
6	Third Party Trans & Ancillary Services					
7	Bad Debt Expense (Non-Slice Cost)					
8	Depreciation (Non-Slice Cost)					
9	Interest Earned on BPA Fund for Power					
10	Planned Net Revenues for Risk					
11	Accrual revenues (MRNR adjustment, if applicable)					
12	PRDM Rate Impact Credit, Capacity (RIC-C)					
13	PRDM Rate Impact Credit, Joint Operating Entity (RIC-J)					
14	Less Revenue Credits:					
15	Tier 1 Secondary Revenue Credit (less Secondary associated with Unused CHWM)					
16	Demand Revenue					
17	Peak Load Variance Revenue					
18	Marginal Energy True-Up Net Revenue					
19	Total Non-Slice Cost					

D. Tier 2 Cost Pool

	A	B	C	D	E	F
	COSTS AND RATE ADJUSTMENTS	Year 1 Forecast	Actual Data	Year 2 Forecast	Actual Data	Total Rate Period
1	Tier 2 Cost (calculated for each T2 Rate)					
2	Acquisition Costs					
3	BPA Overhead Costs					
4	Support Services Adder					
5	Tier 2 Long-Term Change Fee and Change Charge					
6	Other costs, including risk-related, if appropriate					
7	Total Tier 2 Cost					

3 RESOURCES AND AUGMENTATION

This chapter describes how BPA will identify the resources whose costs will be recovered through Tier 1 rates as established in each 7(i) Process. This chapter also identifies types of augmentation, and the cost allocation and rate treatment applicable to each type of augmentation. Lastly, this chapter specifies how BPA will track various types of resource acquisitions.

3.1 Tier 1 System Resources

In each 7(i) Process, BPA will update the list of resources that are considered Tier 1 System Resources for setting the Tier 1 rates and establishing the amount of firm power provided through the Slice Product. Tier 1 System Resources are the resources listed in Table 3-1, Tier 1 System Resources, as updated for any new resources, including market purchases, that BPA determines are needed to meet its CHWM obligations. The firm power of the Tier 1 System Resources will be determined in each 7(i) Process and is defined as the Tier 1 Firm System Output.

The resources listed in Table 3-1 will not be removed, and the Portion of Resource identified for each resource listed in Table 3-1 will not be decreased, for the duration of this PRDM. If there is a cessation of firm power from any such resource, the firm power output from the resource will be set to zero as determined in the 7(i) Process. The firm power from a given Tier 1 System Resource may change over time as determined in each 7(i) Process. The output for each resource and Portion of Resource listed in Table 3-1 so determined will be included in the Tier 1 Firm System Output used to determine whether any new resources, including market purchases, must be added to Table 3-1 for BPA to meet its CHWM obligations. BPA will only add new resources, including market purchases, to the resources listed in Table 3-1 to the extent BPA determines that it is necessary to

1 meet BPA's CHWM obligations after accounting for the Tier 1 Firm System Output of the
2 then existing Tier 1 System Resources and BPA's Designated System Obligations. Unlike
3 Tier 1 System Resources, resources listed in Tables 3-3, 3-4, and 3-5 will include a purpose
4 and that purpose can be changed as determined in a 7(i) Process.

5 6 **3.2 System Obligations**

7 **3.2.1 Designated System Obligations**

8 Designated System Obligations, as listed in Table 3-2, Designated System Obligations, are
9 BPA obligations that: 1) are directly assigned to, or from, the generation output or
10 capability of the Tier 1 System Resources, or 2) are incurred because of contracts,
11 operational obligations, memorandums of agreement, treaties, statutes, regulations, court
12 orders, or executive orders, as individual obligations or in combination, that create a firm
13 obligation for the Tier 1 System Resources. Designated System Obligations also include the
14 portion (if any) of the Tier 1 System Resources that BPA uses to source generation inputs
15 for BPA's ancillary and control area service obligations, transmission losses, capacity for
16 the Western Resource Adequacy Program (WRAP) (or its successor), Support Services, or
17 other reserve obligations. These obligations are considered firm obligations of the system
18 regardless of weather, water, or economic conditions. These obligations may involve
19 energy, capacity, or a combination of the two.

20
21 Designated System Obligations can vary from year to year and change over time. Any costs
22 related to, or revenues recovered from, Designated System Obligations will be allocated to
23 the Composite Cost Pool.

1 Designated System Obligations may continue where a successor contract replaces an
2 expiring listed contract. The Designated System Obligations listed on Table 3-2 will not be
3 removed for the duration of this PRDM. If there is a cessation of any such Designated
4 System Obligation, the obligation amount will be set to zero when the obligation expires.
5 Table 3-2 may be updated to include new Designated System Obligations.

6 7 **3.2.2 New Designated System Obligations**

8 Customers with CHWM Contracts should have as much certainty as reasonably possible
9 about Designated System Obligations. Accordingly, BPA will, if practicable, hold a public
10 process before adopting a new Designated System Obligation. Where holding such a
11 process is not practicable before adopting a new Designated System Obligation, BPA will
12 hold such process before a new Designated System Obligation is added to Table 3-2 and
13 will document any change in the next applicable 7(i) Process.

14 15 **3.2.3 Large Designated System Obligation Increases**

16 If BPA forecasts a 10 percent or greater increase in total Designated System Obligations
17 over the most recently published forecast of Designated System Obligations, then BPA shall
18 notify all customers with CHWM Contracts of such change as soon as practical. Upon
19 written request of not less than 25 percent of the customers with CHWM Contracts (by
20 utility count), BPA will hold a public process on the matter.

21
22 In such a public process, BPA will hold at least one open meeting to: 1) in the case of new
23 Designated System obligations, review the need and the forecast amount of such obligation;
24 and 2) in the case of existing Designated System Obligations, review BPA's forecast of the
25 obligation amounts. BPA will consider written comments submitted in connection with
26 such meeting(s). BPA will respond to reasonable requests to provide information that is

non-confidential and is reasonably related to BPA's determination of new and existing Designated System Obligations and the forecast obligation amounts. Issues related to cost allocation, rate impacts, or rate treatment of changes to Designated System Obligations will not be addressed in such process, but rather in the appropriate 7(i) Process.

3.3 Augmentation

There are two types of augmentation used for purposes of this PRDM: CHWM Modeled Augmentation and Rate Period Augmentation.

3.3.1 CHWM Modeled Augmentation

CHWM Modeled Augmentation is a PRDM construct used to establish the CHWM System, the simulated Slice capability, and to equitably allocate costs between Slice and Non-Slice rates. CHWM Modeled Augmentation is not a forecast of physical resources needed for load-resource balance. CHWM Modeled Augmentation is greater than zero when the sum of customer annual CHWMs and the Designated System Obligations is greater than the Tier 1 Firm System Output.

$$CHWM \text{ Modeled Augmentation} = \text{Max}(0, \sum CHWM_{all} + DSO - T1FSO)$$

where:

$\sum CHWM_{all}$ = annual sum of CHWMs for all customers

DSO = Designated System Obligations

$T1FSO$ = Tier 1 Firm System Output

CHWM Modeled Augmentation is an annual average modeled amount of power needed to meet the sum of customer CHWMs and the Designated System Obligations with the Tier 1

System Resources. Any Unused CHWM will be used to offset the CHWM Modeled Augmentation. That is, CHWM Modeled Augmentation offset by Unused CHWM will reduce the Unused CHWM amount debited from the Non-Slice Cost Pool and credited to the Composite Cost Pool. CHWM Modeled Augmentation will be included as an annual flat block of power for calculating the simulated Slice capability and the portion of a customer's Net Requirement met with the Slice Product.

3.3.2 Rate Period Augmentation

Rate Period Augmentation is the forecast annual average amount of power needed to be in load and resource balance after considering all of BPA's resources (*see* Tables 3-1, 3-3, 3-4, and 3-5) and obligations (*e.g.*, Designated System Obligations, power needed to serve loads under Section 5 of the Northwest Power Act). The cost of Rate Period Augmentation will be based on the expected cost of a flat annual block of power determined in each 7(i) Process for the applicable Fiscal Year and allocated to the Composite Cost Pool. The forecast costs of augmentation may be subject to the Slice True-Up as determined in each 7(i) Process.

3.4 Balancing Power Purchases

In each 7(i) Process, BPA will forecast its Balancing Power Purchase costs. Balancing Power Purchases are distinct from Rate Period Augmentation in that they are power purchases or resource acquisitions forecast by BPA in a 7(i) Process to be made by BPA for periods within a year during which BPA's resource capability is insufficient to meet BPA's obligations for that period. Such Balancing Power Purchases will not be included when calculating Rate Period Augmentation. BPA's Balancing Power Purchase costs may include procured contract purchases as well as a forecast of future procurements. The cost of BPA's Balancing Power Purchases will be allocated to the Non-Slice Cost Pool. The Composite Cost Pool may include a debit with an equal and opposite credit to the Non-Slice

1 Cost Pool to account for any Balancing Power Purchase costs associated with rates other
2 than Tier 1 Non-Slice rates. For example, such a Composite to Non-Slice Cost Pool
3 adjustment would be needed if NR-rate-related Balancing Power Purchase costs are being
4 allocated to the Non-Slice Cost Pool when NR rate revenue is allocated to the Composite
5 Cost Pool. Any such adjustment would be established through the 7(i) Process.

6 7 **3.5 Tier 1 Non-Slice Capacity Acquisitions**

8 BPA may make capacity resource acquisitions for meeting its Tier 1 Non-Slice load
9 obligations. To the extent BPA makes these type of resource acquisitions, it will list these
10 resources in Table 3-3 as updated each 7(i) Process. The cost of Tier 1 Non-Slice Capacity
11 Acquisitions will be allocated to the Non-Slice Cost Pool.

12 13 **3.6 Tier 2 Acquisitions**

14 BPA may make resource acquisitions (energy, capacity or a combination of both) for
15 purposes of meeting its Tier 2 Load obligations. To the extent BPA makes these type of
16 resource acquisitions, it will list these Tier 2 Acquisitions in Table 3-4 with a note
17 regarding the resource's originally purchased purpose, *e.g.*, to serve loads under a specific
18 Tier 2 Rate Alternative. Table 3-4 will be updated each 7(i) Process. The cost of Tier 2
19 Acquisitions will be allocated to the applicable Tier 2 Cost Pool.

20 21 **3.7 All Other Resource Acquisitions**

22 BPA may make resource acquisitions (energy, capacity or a combination of both) for
23 purposes other than to meet its PF load obligations served at Tier 1 and Tier 2 rates. All
24 Other Resource Acquisitions will be listed in Table 3-5 with a note regarding the resource's
25 originally purchased purpose, *e.g.*, to serve loads at NR rates. To the extent a resource is

originally intended to be used for multiple purposes, the resources will be listed multiple times with each specific purpose and portion included. This may result in the same resource being listed in Tables 3-1, 3-3, and 3-4, and multiple times in Table 3-5. Consistent with the statutory functionalization and allocations depicted in Figure 2-1, any costs related to All Other Resource Acquisitions and revenues recovered as a result of making All Other Resource Acquisitions, will be allocated to the Composite Cost Pool.

Table 3-1. TIER 1 SYSTEM RESOURCES

1	Regulated Hydro Projects	Expiration	Portion of Resource	Resource Type
2	Albeni Falls	n/a	100%	Hydro
3	Bonneville	n/a	"	"
4	Chief Joseph	n/a	"	"
5	Dworshak	n/a	"	"
6	Grand Coulee	n/a	"	"
7	Hungry Horse	n/a	"	"
8	Ice Harbor	n/a	"	"
9	John Day	n/a	"	"
10	Libby	n/a	"	"
11	Little Goose	n/a	"	"
12	Lower Granite	n/a	"	"
13	Lower Monumental	n/a	"	"
14	McNary	n/a	"	"
15	The Dalles	n/a	"	"
16	Independent Hydro Projects	Expiration		
17	Anderson Ranch	n/a	100%	Hydro
18	Big Cliff	n/a	"	"
19	Black Canyon	n/a	"	"
20	Boise River Diversion	n/a	"	"
21	Chandler	n/a	"	"
22	Cougar	n/a	"	"
23	Cowlitz Falls	6/30/2032	"	"
24	Detroit	n/a	"	"
25	Dexter	n/a	"	"
26	Foster	n/a	"	"
27	Green Peter	n/a	"	"
28	Green Springs – USBR	n/a	"	"
29	Hills Creek	n/a	"	"
31	Lookout Point	n/a	"	"

32	Lost Creek	n/a	"	"
33	Minidoka	n/a	"	"
34	Palisades	n/a	"	"
35	Roza	n/a	"	"
36	Other Projects	Expiration		"
37	Columbia Generating Station	n/a	100%	Nuclear
38	Dworshak/Clearwater Small Hydropower	n/a	"	Hydro
39	Fourmile Hill Geothermal	(year to year)	"	Geothermal
41	Contract Purchases	Expiration		
42	Priest Rapids CER for Canada	Treaty Entitlement Return	100%	Hydro
43	Rock Island #1 CER for Canada	Treaty Entitlement Return	"	Hydro
44	Rock Island #2 CER for Canada	Treaty Entitlement Return	"	Hydro
45	Rock Reach CER for Canada	Treaty Entitlement Return	"	Hydro
46	Wanapum CER for Canada	Treaty Entitlement Return	"	Hydro

Table 3-2. DESIGNATED SYSTEM OBLIGATIONS

1	Obligation	Contract Number	Expiration Date
2	BPA to BRCJ	14-03-49151	8/23/2024
3	BPA to BRCJ	14-03-17506	12/31/2023
4	BPA to BRRCR	14-03-73152	Mutually agreed
5	BPA to BREG	14-03-49151	8/23/2024
6	BPA to BRGC	14-03-001-12160	6/30/2017
7	BPA to BROP	14-03-79239	Mutually agreed
8	BPA to BRSI	14-03-49151	8/23/2024
9	BPA to BRSID	14-03-99106	Mutually agreed
10	BPA to BRSV	14-03-63656	Mutually agreed
11	BPA to BRTD	14-03-32210	Mutually agreed
12	BPA to BRTV	14-03-49151	8/23/2024
13	BPA to BRYPK	00PB-12132	9/30/2011 (year to year)
14	BPA to BCHA Canadian Entitlement	99EO-40003	9/15/2024 (contract expected to be replaced)
15	BPA to SPP Harney Wells	88BP-92436	2/25/2018 (contract expected to be replaced)
16	Federal System Intertie Transmission Losses	n/a	(year to year)
17	WRAP Capacity	n/a	Ongoing
18	Non-Power Uses Agreement	n/a	(year to year)
19	Summer Storage Agreement	n/a	(year to year)
20	Arrow Local	n/a	(year to year)
21	Upper Baker	05PB-11542	(year to year)
22	AOP's/Entity Agreements	n/a	(year to year)
23	DOP's/Entity Agreements	n/a	(year to year)
24	Power/Transmission Services MOA for generation inputs for ancillary, control, and other services	07PB-11856	9/30/2009 (contract expected to be replaced)

1	Obligation	Contract Number	Expiration Date
25	Federal system transmission losses for power deliveries	n/a	(year to year)
26	Interchange	n/a	(year to year)
27	Loop flow support	n/a	(year to year)
28	Voltage support (VAR)	n/a	(year to year)
29	Project use loads not included in USBR	n/a	(year to year)
30	Support Services	n/a	(year to year)
31	Other reserve obligation	n/a	(year to year)

Table 3-3. TIER 1 NON-SLICE CAPACITY ACQUISITIONS

1	Resource	Contract #	Expiration	Portion of Resource	Resource Type
2	To be determined		n/a	100%	
3			n/a		
4			n/a		

Table 3-4. TIER 2 ACQUISITIONS

1	Resource	Contract #	Expiration	Purpose	Portion of Resource	Resource Type
2	To be determined		n/a		100%	
3			n/a			
4			n/a			

Table 3-5. ALL OTHER RESOURCE ACQUISITIONS

1	Resource	Contract #	Expiration	Purpose	Portion of Resource	Resource Type
2	To be determined		n/a		100%	
3			n/a			
4			n/a			

4 TIER 1 RATE DESIGN

The Tier 1 Rate design described in this chapter consists of four Core Rate Design charges: Tier 1 Energy Charges, Tier 1 Marginal Energy True-Up, Tier 1 Demand Charges, and Tier 1 Peak Load Variance Charges.

The Tier 1 Rate design also includes three Core Rate Design Rate Impact Credits: the RICc, the RICm, and the RICj. The RICc ensures customer's forecast BP-29 Rate Period capacity needs are charged the embedded cost of capacity. The RICm gradually transitions customers' effective rate changes under the Tiered Rate Methodology (TRM) to the PRDM. The RICj mitigates changes to Tier 1 Demand Charges particular to a JOE that took power under the TRM.

In the case of a JOE, unless noted otherwise, all charges and credits described in this chapter will be applied by member utility, not applied in member utility aggregate.

4.1 Tier 1 Energy Charges

The Tier 1 Energy Charges are calculated by multiplying Tier 1 energy rates (mills/kWh) by the quantity of Tier 1 energy (kWh) associated with the applicable PF product. The number of Tier 1 energy rates, and thereby Tier 1 Energy Charges, applicable during a Rate Period will be determined in each 7(i) Process; the PRDM does not dictate that a particular number of Tier 1 Energy Charges be implemented.

The Tier 1 Energy Charges will recover costs and credits allocated to the Composite, Non-Slice, and Slice Cost Pools. The Tier 1 Energy Charges that recover costs allocated to the Composite Cost Pool apply to the Slice, Load Following, and Block Products. The Tier 1 Energy Charges that recover costs and credits allocated to the Non-Slice Cost Pool apply to

1 Load Following and Block Products. The Tier 1 Energy Charges that recover costs and
2 credits allocated to the Slice Cost Pool apply to the Slice Product.

3 4 **4.1.1 Tier 1 Energy Charge Billing Determinants**

5 The quantity of Tier 1 energy that forms the basis for the Tier 1 Energy Charge Billing
6 Determinant is defined as follows:

- 7 • A customer's Tier 1 Actual Hourly Load will be used to calculate the Tier 1 Energy
8 Charge Billing Determinants applicable to Load Following and Block products—
9 including the portion of Block that is purchased with the Slice Product.
- 10 • A customer's Firm Slice Amount will be used to calculate the Tier 1 Energy Charge
11 Billing Determinants applicable to the Slice Product.

12 13 **4.1.2 Tier 1 Composite Energy Rate**

14 BPA will establish in each 7(i) Process either: 1) a Tier 1 Composite Energy Rate for each
15 year of the Rate Period, or 2) a single Tier 1 Composite Energy Rate for the Rate Period. In
16 either case, the Tier 1 Composite Energy Rate will be calculated as a single monthly rate to
17 collect costs allocated to the Composite Cost Pool and is applicable to the Load Following,
18 Block and Slice Products (mills/kWh). For the Load Following and Block Products, the
19 Tier 1 Composite Energy Rate will be combined into and recovered from Tier 1 Non-Slice
20 Energy Rates as discussed in Section 4.1.3 below. For the Slice Product, the Tier 1
21 Composite Energy Rate will serve as a standalone flat rate across the year.

22
23 If BPA establishes a Tier 1 Composite Energy Rate for each year of the Rate Period, BPA will
24 use the following formula:

$$T1CompositeEnergyRate = \frac{CCP_F}{\Sigma T1EBD_F}$$

where:

T1CompositeEnergyRate = the Tier 1 Composite Energy Rate expressed in mills/kWh.

CCP_F = the forecast total annual expenses and revenue credits in the applicable Fiscal Year of the Rate Period allocated to the Composite Cost Pool

ΣT1EBD_F = sum of forecast Tier 1 Energy Billing Determinants for Load Following, Block, and Slice Products in kWh

If BPA establishes a single Tier 1 Composite Energy Rate for the Rate Period, such rate will be calculated using the costs allocated to the Composite Cost Pool for the Rate Period in the numerator and the applicable Tier 1 Energy Billing Determinants for the Rate Period in the denominator.

4.1.3 Tier 1 Non-Slice Energy Rates

BPA will establish in each 7(i) Process either: 1) a set of Tier 1 Non-Slice Energy Rates for each year of the Rate Period, or 2) a single set of Tier 1 Non-Slice Energy Rates for the Rate Period. In either case, the Tier 1 Non-Slice Energy Rates (mills/kWh) will be calculated to recover costs and credits allocated to the Non-Slice Cost Pool and will be combined with the Tier 1 Composite Energy Rate as discussed in Section 4.1.2 above. The Tier 1 Non-Slice Energy Rates are applicable to the Load Following and Block Products. Tier 1 Non-Slice Energy Rates will be shaped across the year using a fixed scalar (mills/kWh) addition or subtraction from expected market-based prices as determined in each 7(i) Process. The Tier 1 Non-Slice Energy Rates can be positive or negative values.

1 BPA will use a Monthly/Diurnal market-based price to shape the Tier 1 Non-Slice Energy
2 Rates (*i.e.*, one HLH and one LLH for each of the 12 months for a total of 24 market-based
3 prices each year) unless BPA develops a different market-based price approach in a 7(i)
4 Process (for example, more or less granular).

5
6 If BPA establishes a set of Tier 1 Non-Slice Energy Rates for each year of the Rate Period, the
7 following formula is equal to the annual average equivalent of the Tier 1 Non-Slice Energy
8 prior to shaping.

$$T1NonSliceEnergyRate = \frac{(NSCP_F + (T1CompositeEnergyRate \times \Sigma T1EBD_{F.NS}))}{\Sigma T1EBD_{F.NS}}$$

11 where:

12 *T1NonSliceEnergyRate* = the annual average equivalent of the Tier 1 Non-Slice
13 Energy Rates, expressed in mills/kWh, before being shaped, using a fixed
14 scalar, to the market-based price as established in each 7(i) Process

15 *T1CompositeEnergyRate* = the Tier 1 Composite Energy Rate expressed in
16 mills/kWh

17 *NSCP_F* = the forecast total annual expenses and revenue credits in the
18 applicable Fiscal Year of the Rate Period allocated to the Non-Slice Cost
19 Pool

20 *ΣT1EBD_{F.NS}* = sum of forecast Tier 1 Energy Billing Determinants for Load
21 Following and Block Products in kWh

22
23 If BPA establishes a single set of Tier 1 Non-Slice Energy Rates for the Rate Period, such
24 rates will be calculated using the costs allocated to the Non-Slice Cost Pool and the

Composite Cost Pool for the Rate Period in the numerator and the applicable Tier 1 Energy Billing Determinants for the Rate Period in the denominator.

4.1.4 Tier 1 Slice Energy Rate

BPA will establish in each 7(i) Process either: 1) a Tier 1 Slice Energy Rate for each year of the Rate Period, or 2) a single Tier 1 Slice Energy Rate for the Rate Period. In either case, the Tier 1 Slice Energy Rate will be calculated as a single monthly rate to collect costs allocated to the Slice Cost Pool and applicable to the Slice Products (mills/kWh). The Tier 1 Slice Energy Rate can be a positive or negative value.

If BPA establishes a Tier 1 Slice Energy Rate for each year of the Rate Period, BPA will use the following formula:

$$T1SliceEnergyRate = \frac{SCP_F}{\Sigma T1EBD_{F,S}}$$

where:

$T1SliceEnergyRate$ = the Tier 1 Slice Energy Rate expressed in mills/kWh

SCP_F = the forecast total annual expenses and revenue credits in the applicable

Fiscal Year of the Rate Period allocated to the Slice Cost Pool

$\Sigma T1EBD_{F,NS}$ = sum of forecast Tier 1 Energy Billing Determinants for the Slice

Product in kWh

If BPA establishes a single Tier 1 Slice Energy Rate for the Rate Period, such rate will be calculated using the costs allocated to the Slice Cost Pool for the Rate Period in the numerator and the applicable Tier 1 Energy Billing Determinants for the Rate Period in the denominator.

4.2 Tier 1 Marginal Energy True-Up Charge

At the end of each Fiscal Year, BPA will calculate a Tier 1 Marginal Energy True-Up Charge. The Tier 1 Marginal Energy True-Up will be applicable to the Load Following, Block and Slice Products. The Tier 1 Marginal Energy True-Up could be either a credit or a charge depending on actual energy use, CHWM amounts, and the directional difference between Tier 1 Rates and market prices. The purpose of the Tier 1 Marginal Energy True-Up is to:

- 1) provide customers full access to their CHWM; 2) ensure that a market-based energy rate is applied to energy use in excess of a customer's CHWM; 3) incent accurate load forecasts;
- 4) appropriately account for forecast directional differences between Tier 1 Rates and market prices; and 5) in the case of the Slice Product, streamline, or potentially eliminate, the need for a separate Requirement Slice Output (RSO) Test under the CHWM Contract for the Slice Product by ensuring that RSO purchased by a Slice Customer that is not used to serve the customer's Total Retail Load is purchased at market-based energy rates rather than at Tier 1 Rates.

The final Tier 1 Marginal Energy True-Up may be either a charge or a credit to a customer. If a charge, such charge shall be applied as a three-month charge spread equally across the three months following the month the final Tier 1 Marginal Energy True-Up Charge is determined by BPA. If a credit, BPA will pay any amounts owed to the customer in a single first-month bill credit. No interest will apply for charges or credits provided in this manner.

4.2.1 Tier 1 Marginal Energy True-Up Billing Determinant for the Load Following Product

The Tier 1 Marginal Energy True-Up Billing Determinant for the Load Following Product is calculated using the following equations:

Condition 1: If a Load Following Customer has Above-CHWM Load and the annual sum of a customer's Tier 1 Actual Hourly Load is less than its CHWM, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to:

$$METU_{BD} = \text{Minimum}(ACHWM, CHWM - \Sigma T1AHL_A) \times -1$$

where:

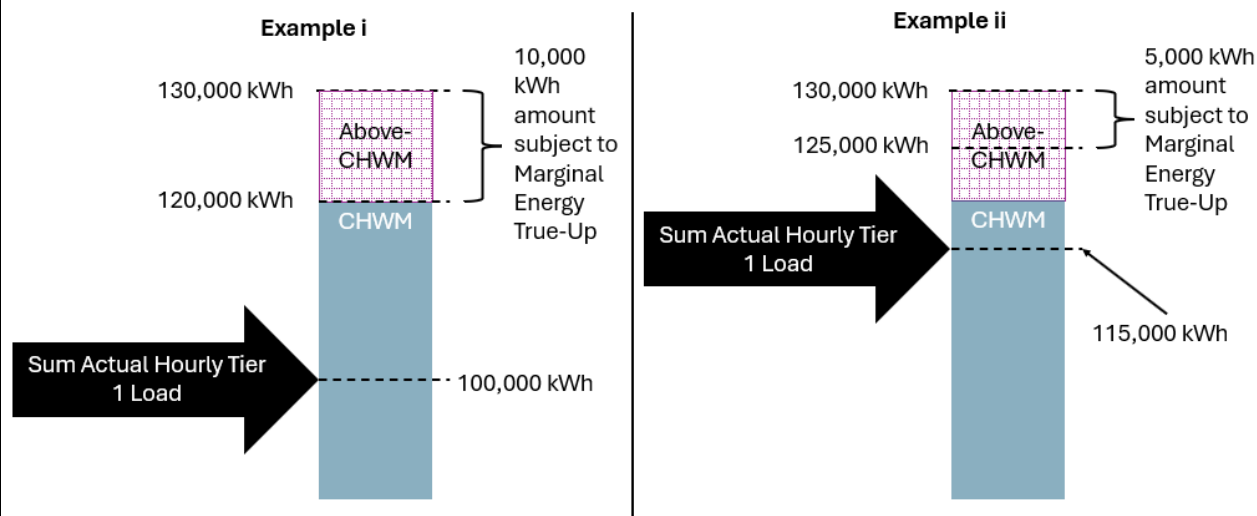
$METU_{BD}$ = Tier 1 Marginal Energy True Up Billing Determinant in kWh

$ACHWM$ = the customer's Above Contract High Water Mark Load in annual kWh

$CHWM$ = the customer's Contract High Water Mark Load in annual kWh

$\Sigma T1AHL_A$ = the customer's annual sum of Tier 1 Actual Hourly Load in kWh

Figure 4-1. Load Following Condition 1, Examples



Condition 2: If a Load Following Customer's annual sum of a customer's Tier 1 Actual Hourly Load is greater than its CHWM, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to:

$$METU_{BD} = \Sigma T1AHL_A - CHWM$$

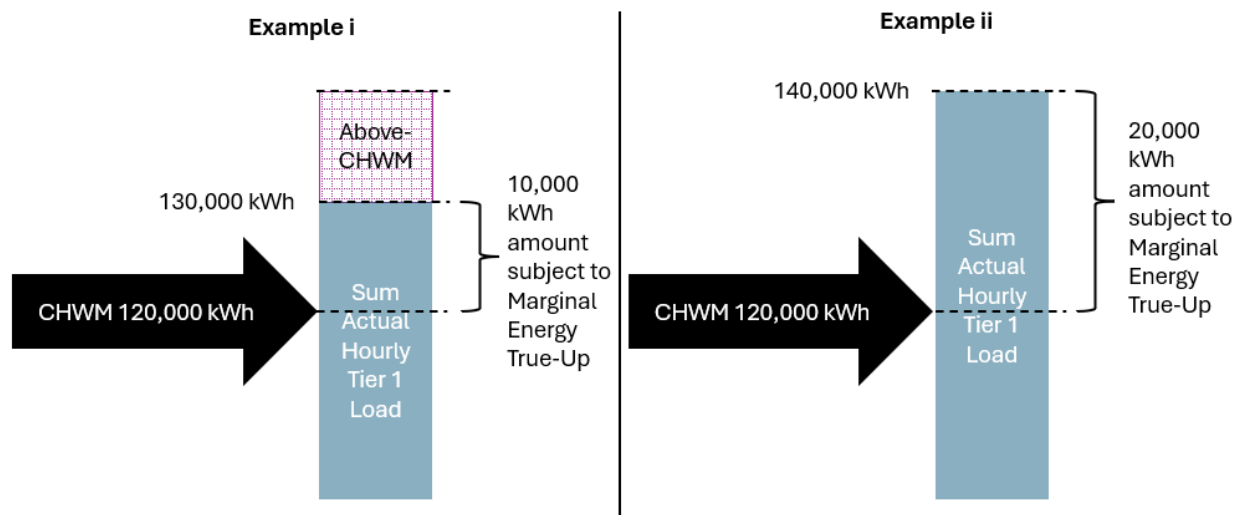
where:

$METU_{BD}$ = Tier 1 Marginal Energy True Up Billing Determinant in kWh

$\Sigma T1AHL_A$ = the customer's annual sum of Tier 1 Actual Hourly Load in kWh

$CHWM$ = the customer's Contract High Water Mark Load in annual kWh

Figure 4-2. Load Following Condition 2, Examples



If neither Condition 1 nor Condition 2 apply, then the Load Following Customer's Tier 1 Marginal Energy True-Up Billing Determinant is zero.

4.2.2 Tier 1 Marginal Energy True-Up Billing Determinant for Block and Slice Products

The Tier 1 Marginal Energy True-Up for Block and Slice Products is calculated using the following equations:

Condition 1: If a Block or Slice Customer has no Above-CHWM Load and an Actual Annual Net Load that is greater than its Forecast Tier 1 Annual Net Load, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to:

$$METU_{BD} = \text{Minimum}(ANL_A - ANL_F, CHWM - ANL_F) \times -1$$

where:

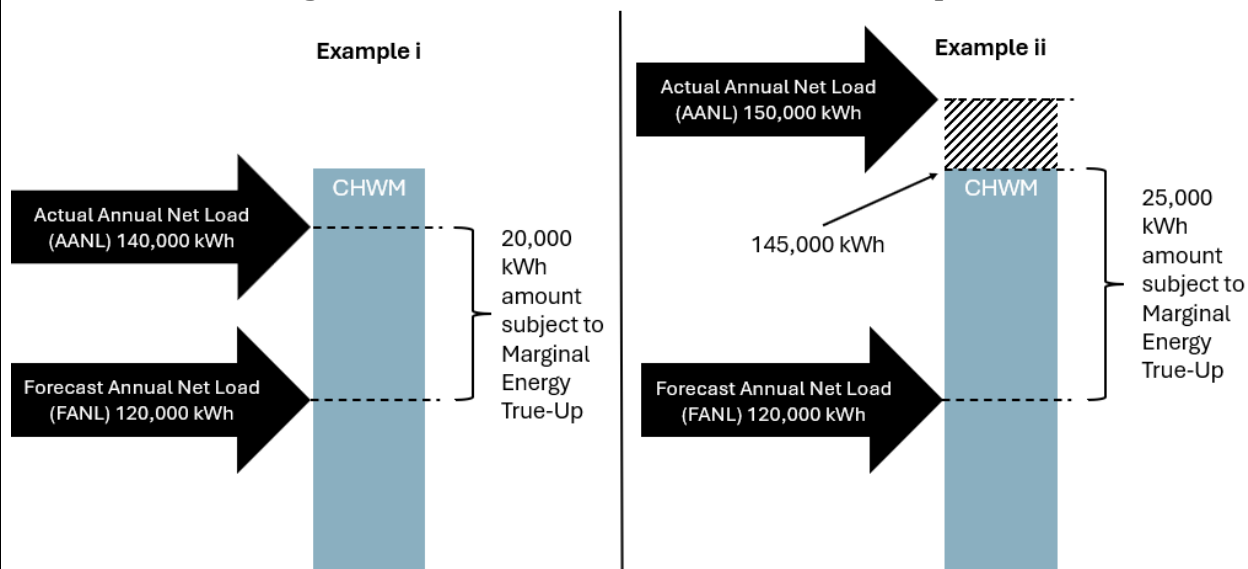
$METU_{BD}$ = Tier 1 Marginal Energy True Up Billing Determinant in kWh

ANL_A = the customer's Actual Annual Net Load in annual kWh

ANL_F = the customer's Forecast Annual Net Load in annual kWh

$CHWM$ = the customer's Contract High Water Mark Load in annual kWh

Figure 4-3. Block and Slice Condition 1, Examples



Condition 2: If a Block or Slice Customer has no Above-CHWM Load and an Actual Annual Net Load that is less than its Forecast Annual Net Load, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to:

$$METU_{BD} = ANL_F - ANL_A$$

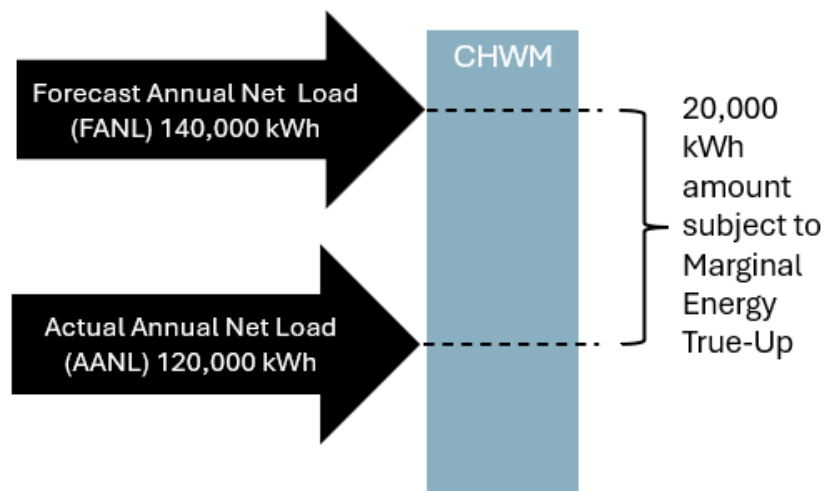
where:

$METU_{BD}$ = Tier 1 Marginal Energy True Up Billing Determinant in kWh

ANL_F = the customer's Forecast Annual Net Load in annual kWh

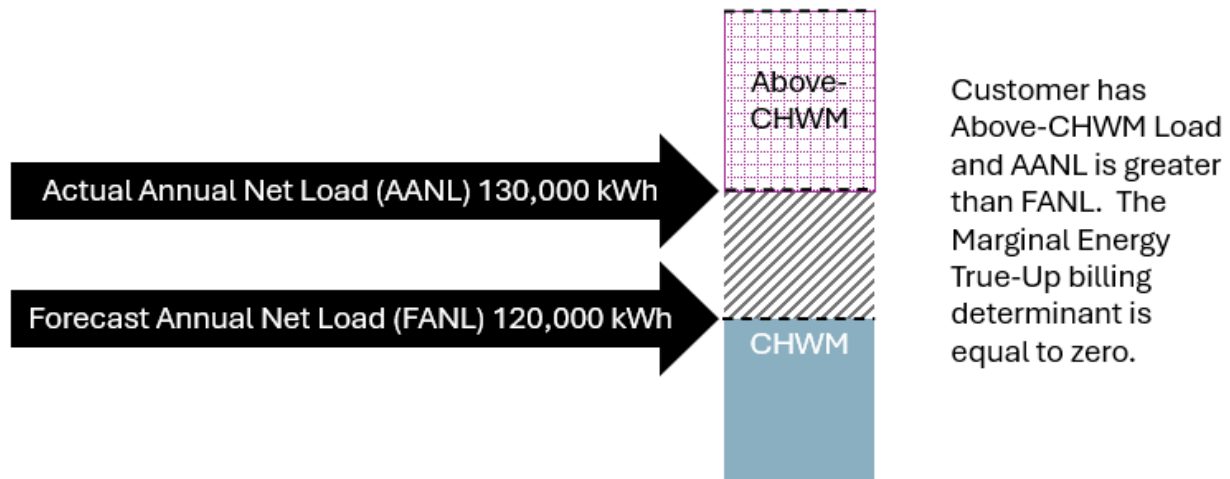
ANL_A = the customer's Actual Annual Net Load in annual kWh

Figure 4-4. Block and Slice Condition 2, Example



Condition 3: If a Block or Slice Customer has Above- CHWM Load and an Actual Annual Net Load that is greater than or equal to its Forecast Annual Net Load, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to zero.

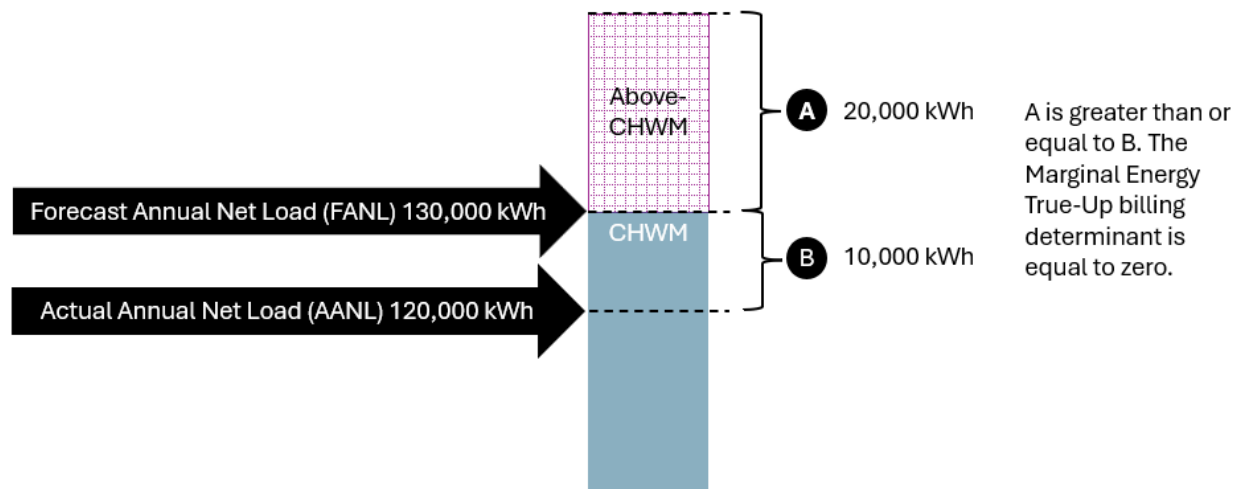
Figure 4-5. Block and Slice Condition 3, Example



Condition 4: If a Block or Slice Customer has Above-CHWM Load and an Actual Annual Net Load that is less than its Forecast Annual Net Load, then two checks will be evaluated to determine the Tier 1 Marginal Energy True-Up Billing Determinant.

Condition 4 Check 1: If the Block or Slice Customer's Above-CHWM Load is greater than or equal to its Forecast Annual Net Load minus its Actual Annual Net Load, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to zero.

Figure 4-6. Block and Slice Condition 4: Check 1, Example



Condition 4 Check 2: If the Block or Slice Customer's Above-CHWM Load is less than its FANL minus its AANL, then the Tier 1 Marginal Energy True-Up Billing Determinant is equal to:

$$METU_{BD} = ANL_F - ANL_A - ACHWM$$

where:

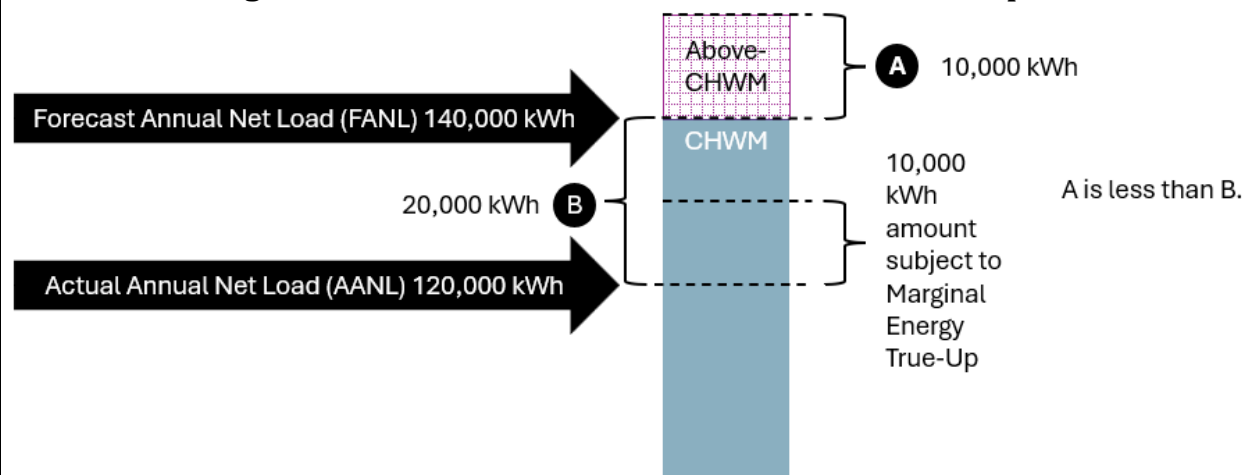
$METU_{BD}$ = Tier 1 Marginal Energy True Up Billing Determinant in kWh

ANL_F = the customer's Forecast Annual Net Load in annual kWh

ANL_A = the customer's Actual Annual Net Load in annual kWh

$ACHWM$ = the customer's Above Contract High Water Mark Load in annual kWh

Figure 4-7. Block and Slice Condition 4: Check 2, Example



4.2.3 Tier 1 Marginal Energy True-Up Rate

A customer's Tier 1 Marginal Energy True-Up Rate is the mills/kWh difference between a flat annual block of power purchased from BPA: 1) at its Tier 1 energy rates applicable to the Non-Slice Product, including a customer's Low Density Discount (LDD), RICc and RICm,

and 2) the same amount of power had it been purchased at a market-based price. The Tier 1 Marginal Energy True-Up Rate can be negative or positive, and is specific to each customer. The market-based price will be established in each 7(i) Process. The formula BPA will use to calculate the customer's Marginal Energy True Up Rate is as follows:

$$METU_R = FB_{MKT} - \{(FB_{NS} \times [1 - LDD]) + RIC_C + RIC_M\}$$

where:

$METU_R$ = a customer's Tier 1 Marginal Energy True Up Rate expressed in mills/kWh for a Fiscal Year

FB_{MKT} = the mills/kWh market price of a flat annual block of power as established in each 7(i) Process

FB_{NS} = mills/kWh cost of a flat annual block of power purchased at BPA's Tier 1 Non-Slice Energy Rates

LDD = a customer's Low Density Discount applicable to the Fiscal Year subject to the Tier 1 Marginal Energy True-Up

RIC_C = a customer's RICc for the Fiscal Year subject to the Tier 1 Marginal Energy True-Up expressed in mills/kWh

RIC_M = a customer's RICm for the Fiscal Year subject to the Tier 1 Marginal Energy True-Up expressed in mills/kWh

4.3 Tier 1 Demand Charge

The Tier 1 Demand Charge sends a long-run marginal price signal to customers to encourage the efficient use of capacity. The Tier 1 Demand Charge under this Section 4.3, together with Tier 1 Peak Load Variance Charges under Section 4.4, are also designed to recover the costs of BPA holding capacity to serve customer loads. Forecast revenues received from the Tier 1 Demand Charge are credited to the Non-Slice Cost Pool. The Tier 1

Demand Charge is applicable to the Load Following and Block Products. The Tier 1 Demand Charge is calculated as the Tier 1 Demand Charge Billing Determinant multiplied by the Tier 1 Demand Rate.

4.3.1 Tier 1 Demand Charge Billing Determinant

BPA will use two quantities to calculate a customer's monthly Tier 1 Demand Charge Billing Determinant: the customer's monthly Tier 1 Customer System Peak, and the customer's monthly average Tier 1 Actual Hourly Load. The following formula will be used to calculate a customer's monthly Tier 1 Demand Charge Billing Determinant:

$$T1DBD_{Mo} = T1CSP_{Mo} - T1AHL_{A.Mo}$$

where:

$T1DBD_{Mo}$ = Tier 1 Demand Billing Determinant expressed in kW per month
(kW/Mo)

$T1CSP_{Mo}$ = Tier 1 Customer System Peak each month expressed in kW

$T1AHL_{Mo}$ = customer's average Tier 1 Actual Hourly Load each month
expressed in kW

4.3.2 Tier 1 Customer System Peak

A customer's Tier 1 Customer System Peak is equal to the customer's maximum Tier 1 Actual Hourly Load for each month.

4.3.3 Average Tier 1 Actual Hourly Load

The average Tier 1 Average Actual Hourly Load is calculated as the sum of the customer's Tier 1 Actual Hourly Load each month, expressed in kilowatt hours, divided by the total hours in the same month.

4.3.4 Tier 1 Demand Rates

There are 12 Tier 1 Demand Rates, one for each month of the year. Tier 1 Demand Rates will be based on the annual fixed costs (*e.g.*, capital, fixed fuel, and fixed operations and maintenance (O&M)) of the Marginal Capacity Resource, as adjusted for any offsetting fixed revenue of the Marginal Capacity Resource or potential multiple uses of that capacity, as determined in each 7(i) Process. The Marginal Capacity Resource may be based on BPA's Resource Program, BPA's actual acquisitions, or third-party sources. Third-party sources may include, but are not limited to, the Energy Information Administration, EPRI Technical Assessment Guide, the Northwest Power and Conservation Council, and Integrated Resource Plans of Pacific Northwest electric utilities.

The annual fixed costs of the Marginal Capacity Resource, as potentially adjusted downward to account for fixed revenue or multiple uses (for example, a battery used for shaping energy and voltage support), will be used to calculate an annual Tier 1 Demand Rate and will be shaped across the 12 months to create 12 monthly Tier 1 Demand Rates. The shape of the monthly Tier 1 Demand Rates will be established using monthly market-based prices, such as BPA's market energy price forecast or the monthly cost of capacity if a viable capacity market, or other mechanism valuing seasonable capacity, develops in the Pacific Northwest, as established in each 7(i) Process.

4.3.5 Tier 1 Demand Rate Adjustment Cap

Increases and decreases to the monthly Tier 1 Demand Rates will be limited to a maximum 10 percent (upward or downward) change every two years, with the exception of the Tier 1 Demand Rates set for the BP-29 Rate Period when the first Tier 1 Demand Rates under PRDM are established.

4.3.6 Capacity Credits

See Appendix E for the overall framework for how the Existing and New Capacity Credits apply.

4.3.6.1 Existing Capacity Credit

An Existing Capacity Credit will be applied when a Load Following Customer has a Dedicated Resource that is an Existing Resource that has a flexible resource capacity obligation under the Load Following Customer's CHWM Contract that is greater than the monthly average of the Existing Resource's Exhibit A energy obligation.

The amount of the Existing Capacity Credit will be established in each 7(i) Process as described in this paragraph. For any given month, the Existing Capacity Credit will be based on the embedded cost of Supplemental Operating Reserves, or its successor, adjusted to reflect the Tier 1 System Resources only, and shaped into months using each Rate Period's monthly Tier 1 Demand Rates described in this chapter. The Existing Capacity Credit may be discounted to the specific characteristics of each source of capacity to account for any potential limits in availability like frequency and duration of use. The Existing Capacity Credit may account for other operational characteristics of the capacity that add or subtract value. Any energy provided during a month using this flexible resource capacity will be credited to the customer at market-based rates as determined in each 7(i) Process. For any given month, BPA's use or nonuse of flexible resource capacity obligation under the Load Following Customer's CHWM Contract will not impact the measurement of the Tier 1 Customer System Peak and Tier 1 Actual Hourly Load.

4.3.6.2 New Capacity Credit

A customer can qualify for a New Capacity Credit by contractually committing to provide BPA access to capacity not otherwise committed to the customer's load which, as determined solely by BPA, either: 1) reduces the Administrator's capacity obligations, or 2) can be used by BPA to help meet the Administrator's capacity obligations. The allocation of the cost of providing the New Capacity Credit will be determined in each 7(i) Process and may be functionalized to Power, Transmission, or a partial allocation to both. When the cost is functionalized to the Power Revenue Requirement, that cost of providing the New Capacity Credit will be allocated consistent with the BPA's statutes, *see* Figure 2-1, and the principles in Section 2.1 above.

The amount of the New Capacity Credit will be established in each 7(i) Process and will be tailored to the amount and characteristics of the capacity provided. The New Capacity Credit will be based on the marginal cost of capacity, such as the Marginal Capacity Resource as used to establish the Tier 1 Demand Rates described in this chapter, and potentially discounted to the specific characteristics of each source of capacity to account for any potential limits in availability like frequency and duration of use. The New Capacity Credit may account for other operational characteristics of the capacity that add or subtract value, such as, but not limited to, accounting for any applicable energy value and recharge costs. The New Capacity Credit will also be constructed with consideration of the potential impact on the Tier 1 Customer System Peak and Tier 1 Actual Hourly Load to limit situations where BPA would pay the customer twice for the same capacity—once through the New Capacity Credit and again through a reduction in Tier 1 Demand and Tier 1 Energy Charge revenue—while also considering implementation ease and practicality.

4.4 Tier 1 Peak Load Variance Charge

The Tier 1 Peak Load Variance Charge(s) (PLVC), are applicable to the Load Following Product and to eligible Block Product customers that elect the Peak Load Variance Service (PLVS). The PLVC recovers the cost of holding capacity for load excursions outside BPA's expected P50 (50th percentile which means that 50 percent of the peak load forecast will be equal to or exceed this value) peak load forecast up to BPA's P10 peak load forecast (10th percentile which means that 10 percent of the peak load forecast will be equal to or exceed this value). Such additional capacity will be adjusted downward for the portion that is recovered through other charges, like Operating Reserves. The costs recovered through the PLVC will be established using BPA's embedded cost of Supplemental Operating Reserves, or its successor, adjusted to reflect the Tier 1 System Resources only, and shaped into months using each Rate Period's monthly Tier 1 Demand Rates. PLVC for the Load Following Product will: 1) reflect applicable load diversity benefits; 2) be evaluated using a monthly embedded cost of a shared pool of capacity; and 3) only apply in months where BPA establishes a capacity planning standard applicable to its PF Public load obligations as determined in each 7(i) Process.

The PLVC for the Load Following Product will be calculated using energy Billing Determinants expressed in kilowatthours and the rate will be expressed in a single mills/kWh. The PLVC rate design applicable to the Block Product will be established in each 7(i) Process. The specific loads to include the energy Billing Determinants and the rates used to calculate the PLVC will be established in each 7(i) Process and may be different as between the Load Following Product and the Block Product if planning, access to and use of PLVS capacity is determined to be materially different across the products (*i.e.*, the cost of PLVC will be set commensurate with the service provided). For example, if the Block Product can be used in a way that decreases load diversity and shared pool

benefits or if the Block Product has access to PLVS capacity in months other than those where BPA establishes a capacity planning standard applicable to its PF Public load obligations. Revenue from the PLVC will be credited to the Non-Slice Cost Pool.

Energy provided through PLVS for the Load Following Product will be included in Tier 1 Actual Hourly Load, and will be subject to all other applicable Tier 1 rates. Energy provided through PLVS for the Block Product will be priced at a market-based energy rate as established in each 7(i) Process and will apply to any additional monthly energy taken through the PLVS above the customer's contractually defined Block amount. Energy provided through PLVS for the Block Product within its contractually defined Block amount will be treated as Block load served at Tier 1 Rates.

4.5 Tier 1 Rate Impact Credits

The Core Rate Design includes three Rate Impact Credits: the Rate Impact Credit for Capacity (RICc), the Rate Impact Credit, Mitigation (RICm), and the Rate Impact Credit for the JOE (RICj). The RICc ensures forecast BP-29 capacity needs are charged the embedded cost of capacity. The RICm is a rate design mitigation tool used for transitioning customers from rates in the TRM to rates in the PRDM, by tempering rate impacts over time. The RICj is a rate design mitigation tool used for transitioning a JOE (on behalf of its member) that paid rates under the TRM to the rate design under the PRDM, by tempering the Tier 1 Demand Charge rate impacts over time.

4.5.1 Rate Impact Credit, Capacity (RICc)

The RICc credits the customer's energy rate for the cost difference between the marginal Tier 1 Demand Rate and BPA's embedded cost of capacity applied to the customer's forecast BP-29 Rate Period capacity needs. A RICc is calculated for all customers regardless of

BP-29 Rate Period product choice but will only be applied to the Load Following Product and all of the Block Products except for the Block portion of the Slice Product. RICc is calculated using the effective rate difference resulting from an application of the marginal Tier 1 Demand Rate and BPA's embedded cost of capacity. The cost of the RICc will result in a reduction in the demand revenue credited to the Non-Slice Cost Pool.

The RICc for each Load Following Customer is equal to the difference between 1) the annual Tier 1 effective rate (mills/kWh) using BP-29 Rate Period forecast Billing Determinants applied to marginal Tier 1 Demand Rates for the subject Rate Period and 2) the annual Tier 1 effective rate (mills/kWh) using the same BP-29 Rate Period forecast Billing Determinants applied to an embedded cost of capacity rate. The embedded cost of capacity rate is calculated using the embedded cost of Supplemental Operating Reserves established for the BP-29 Rate Period, adjusted to only reflect the Tier 1 System Resources for the BP-29 Rate Period, and shaped into months using each Rate Period's monthly Tier 1 Demand Rates.

The RICc for Block and Slice Product customers is calculated the same as for a Load Following Customer, with the added assumption that each Block and Slice Product customer elected to take only the Block Product with a shaping capacity equal to the greater of: 1) the customer's shaping capacity amount elected in BP-29, or 2) the customer's maximum shaping capacity amount it is eligible to elect in BP-29, by month. See Appendix F, RICc Example Calculation. As an alternative, a Block or Slice Product customer can also elect, at CHWM Contract signing, to have its RICc calculated using FY 2029 Peak Net Requirement data and its FY 2029 weather-normalized loads as established through the BP-29 7(i) Process. If this alternative is elected, an interim RICc will be calculated for BP-29 based on the greater of the shaping amount elected or are

eligible to elect as described above, and used until the weather-normalized loads and associated calculations can be completed.

The formula applied to all products is as follows:

$$RIC_c = \text{Max} \left\{ 0, \frac{\sum_{i=1}^{12} (DemandRate_i - ECC_i) \times DemandBD_i}{T1Energy_{RICc}} \right\}$$

where:

RIC_c = is a customer's Rate Impact Credit for Capacity expressed in mills/kWh

i = a month of the year

$DemandRate_i$ = is the monthly Tier 1 Demand Rate applicable to each Rate Period expressed in mills/kW defined in section 4.3.4 above.

ECC_i = is the embedded monthly cost of capacity calculated for the BP 29 Rate Period, shaped to the monthly Tier 1 Demand Rates applicable to each Rate Period expressed in mills/kW

$DemandBD_i$ = is the customer's monthly BP-29 Rate Period forecast Tier 1 Demand Billing Determinants for a Load Following Customer or, for a Block and Slice Customer, the greater of 1) the customer's shaping capacity amount elected in BP-29, or 2) the customer's maximum shaping capacity amount it is eligible to elect in BP-29, by month

$T1Energy_{RICc}$ = is the customer's sum of BP-29 Rate Period forecast Tier 1 energy

4.5.1.1 Recalculation of RICc

The RICc will be recalculated in each 7(i) Process based solely on changes to the marginal Tier 1 Demand Rates as prescribed in Section 4.3.4. above.

1 BPA may recalculate a Load Following Customer's RICc for application starting in the BP-31
2 Rate Period if BPA determines that a customer's BP-29 Rate Period forecast Tier 1 Demand
3 Billing Determinants in any month is more than 15 percent different (larger or smaller)
4 than the Billing Determinants that would result using the customer's weather-normalized
5 FY 2029 load. In such a situation, the RICc for an applicable Load Following Customer
6 would be recalculated using the formula in Section 4.5.1, but with the following changes:
7 1) the customer's BP-29 Rate Period forecast Tier 1 Billing Determinants ($DemandBD_i$)
8 will be replaced with the customer's Tier 1 Billing Determinants calculated using weather-
9 normalized actual FY 2029 load; and 2) the customer's sum of BP-29 Rate Period forecast
10 Tier 1 energy ($T1Energy_{RICc}$) will be replaced with the customer's Tier 1 energy calculated
11 using weather-normalized actual FY 2029 load.

12
13 A customer's RICc may also be adjusted, at BPA's sole discretion, in a 7(i) Process to account
14 for the customer's demand response actions taken between FY 2025 and FY 2028 that can
15 be quantifiably demonstrated by the customer to have materially changed the customer's
16 BP-29 Rate Case forecast or its FY 2029 weather normalized loads.

18 **4.5.1.2 Calculation of RICc for New Publics**

19 When a New Public is formed entirely from another Existing Public customer with a RICc,
20 the New Public's RICc will be set equal to the Existing Public's RICc. When a New Public is
21 formed entirely from a combination of Existing Public customers, a Tier 1 Load weighted
22 RICc will be calculated for the New Public. Under either scenario, the Existing Public
23 customer's RICc will remain unchanged.

24
25 When a New Public is formed entirely from an entity other than an Existing Public, a RICc
26 will be established for the New Public, and will be calculated as described in this section,

except the underlying load forecast will be that associated with the first Rate Period in which the New Public is eligible to purchase power at BPA's Tier 1 Rates. When a New Public is formed in part by an entity other than an Existing Public and in part by Existing Public(s), BPA may, in its sole discretion, use a weighted average RICc methodology that takes into consideration the multiple sources of all the Tier 1 Load, or BPA may choose to calculate the RICc assuming the New Public was formed entirely from an entity other than an Existing Public.

4.5.1.3 Calculation of RICc for Existing-to-Existing Public Annexation

A customer's RICc will not be recalculated for the Existing Public that is having its Tier 1 Load reduced due to annexation. The Existing Public gaining Tier 1 Load as a result of the annexation will have its RICc recalculated based on the weighted average of 1) its prior-to-annexation Tier 1 Load and associated RICc, and 2) the annexed Tier 1 Load and the RICc associated with that load.

4.5.1.4 Product Switching and RICc

A RICc will not be recalculated because of a product switch.

4.5.2 Rate Impact Credit, Mitigation (RICm)

The Rate Impact Credit for Mitigation (RICm) phases in rate impacts attributed to rate design changes between the previous and current Core Rate Design charges (TRM to 2029 PRDM). The Core Rate Design charges under the TRM include: Customer Charges, Load Shaping Charges, and Tier 1 Demand Charges. The Core Rate Design charges under the PRDM include: Tier 1 Energy Charges, Tier 1 Marginal Energy True-Up, Tier 1 Demand Charge, and the Tier 1 Peak Load Variance Charge. Although the Tier 1 Marginal Energy True-Up and the Tier 1 Peak Load Variance Charge for the Block product are considered

1 Core Rate Design elements of the PRDM, these two are not considered for purposes of the
2 RICm. The RICm will not measure any other potential sources of rate impacts, such as
3 differences in the allocation of costs and credits, changes in the calculation of the Irrigation
4 Rate Discount and changes in the Low Density Discount. The RICm will also not include the
5 Tier 1 Peak Load Variance Charge for Block Customers that are either 1) not eligible to
6 purchase; or 2) do not elect to purchase the PLVS for the BP-29 rate period. For Block
7 Customers that are eligible and elect to purchase the PLVS for the BP-29 rate period, the
8 RICm will be measured by assuming a PLVC that is the same as if the customer were
9 purchasing the Load Following Product.

10
11 The RICm is a rate credit that can be either positive or negative and is specific to each
12 customer (mills/kWh). The RICm sets a positive-cap, or ceiling, at the outset of the 2029
13 PRDM. The cost of that rate impact cap is allocated to customers with forecast negative rate
14 impacts based on an effective negative-cap, or floor, for rate impacts at the outset of the
15 2029 PRDM. The negative-cap, or floor, is solved for by increasing the floor for all
16 customers until the sum of the RICm charges (*e.g.*, negative credits) is equal to the sum of
17 the RICm credits. The BP-29 rate impact positive-cap will be 2 percent. The RICm will be
18 phased out in two-year increments after FY 2030 by adding 0.15 mills/kWh to each
19 customer's negative RICm until the customer's RICm is zero or above. When a customer's
20 two-year RICm flips from being negative to positive, that customer's RICm will be deemed
21 fully phased out and be set to zero. A positive RICm will decline in direct proportion to the
22 phase out of the aggregate cost of the RICm program. Therefore, among all customers, the
23 cumulative positive and negative RICm amounts will be phased out in proportion to each
24 other.

1 The phase out schedule applicable to customers with positive RICm Rates will be set in the
2 BP-29 7(i) Process and fixed for the term of the contract. As the phase out schedule
3 materializes over time, there will be differences in the aggregate RICm credits and RICm
4 charges. Any such difference, positive or negative, will be allocated to the Composite Cost
5 Pool.

7 **4.5.2.1 Calculation of RICm for New Publics**

8 A RICm will not be established for any New Public. Under no situation will an Existing
9 Public customer's RICm be changed as a result of the formation of a New Public.

11 **4.5.2.2 Calculation of RICm for Existing-Public to Existing-Public Annexation**

12 A customer's RICm will not be recalculated for the Existing Public that is having its Tier 1
13 Load reduced due to annexation. The Existing Public gaining Tier 1 Load as a result of the
14 annexation will have its RICm recalculated based on the weighted average of its prior
15 annexation Tier 1 Load and associated RICm and the annexed Tier 1 Load and the RICm
16 associated with that load.

18 **4.5.2.3 Product Switching and RICm**

19 In the event a customer with a negative RICm (*i.e.*, the RICm reduces the amount the
20 customer pays BPA) switches products during the contract duration, their RICm will be
21 eliminated starting in the Rate Period the product switch becomes effective. In the event a
22 customer with a positive RICm (*i.e.*, the RICm increases the amount the customer pays BPA)
23 switches products during the contract duration, their RICm will remain unchanged from the
24 amounts and schedule as established through the BP-29 7(i) Process.

4.5.3 Rate Impact Credit, JOE (RICj)

The Rate Impact Credit for the JOE (RICj) phases in rate impacts attributed solely to changes to the Tier 1 Demand Charge calculations particular to the JOE from TRM and PRDM. The RICj credits the only JOE that paid rates under the TRM and is applicable only if that JOE elects the Load Following Product. It is a stream of bill credits phased down over time with a first-year bill credit that is calibrated to mitigate the rate impacts the JOE's members would experience as a result of changing the method used to calculate the JOE's demand Billing Determinant. The cost of the RICj would be allocated to the Non-Slice Cost Pool and would not impact any customer's Tier 1 Marginal Energy True-Up Rate. The RICj would be issued on the October bill of each Fiscal Year. The annual RICj is shown in Table 4-1. The RICj will be credited to the JOE, not member utilities.

Table 4-1. RATE IMPACT CREDIT FOR THE JOE SCHEDULE

Fiscal Year	RICj Amount
2029	\$966,667
2030	\$966,667
2031	\$833,333
2032	\$833,333
2033	\$700,000
2034	\$700,000
2035	\$566,667
2036	\$566,667
2037	\$433,333
2038	\$433,333
2039	\$300,000
2040	\$300,000
2041	\$166,667
2042	\$166,667
2043	\$33,333
2044	\$33,333

4.6 Tier 1 Other Charges

BPA will limit the rates and charges comprising the Tier 1 Rate to those detailed in this Chapter 4. These limitations pertain to the Core Rate Design charges and credits of the PRDM and do not encompass other adjustments, charges, credits, and special rate provisions (*e.g.*, customer-specific charges and credits, targeted adjustment charges, unauthorized increase charges, conservation charges, credits, or surcharges), or any other charges or credits allowed under Section 9.4.

These limitations do not apply to rate adjustments developed and assessed for risk mitigation (*e.g.*, application of a Cost Recovery Adjustment Clause (CRAC)), new or modified risk mitigation tools, or mid-Rate Period rate adjustments for cost recovery purposes. Further, the PRDM does not in any way limit or constrain the way in which BPA recovers its conservation costs from its customers.

In addition, BPA may also, without revising the PRDM, impose separate rates for product and service switching, which will be developed as needed in the applicable 7(i) Process. If, notwithstanding the limitations expressed here, BPA or a party in a 7(i) Process wishes to institute a new rate or charge, it may pursue a revision to this PRDM to reflect such new rate or charge in accordance with the provisions in Chapter 9.

4.7 Disaggregation of Risks within Tier 1 Non-Slice Products

Except for the Core Rate Design charges defined above, the PRDM will not further suballocate risk-related costs between or within products prior to September 30, 2041. This prohibition of a further suballocation of risk is limited to Tier 1 Rates and does not apply to any other rates, products, or services that BPA may provide, such as Tier 2 Rates and other PF and non-PF rates, products, and services. Any suballocation of risk in Tier 1

1 Rates after September 30, 2041, would be decided through a 7(i) Process. A proposal to
2 change the suballocation of risk in the Tier 1 Rates after September 30, 2041, in a 7(i)
3 Process, will not be considered a revision to the PRDM.
4

5 **4.8 Cashflow Considerations**

6 Because the Tier 1 Rate design may result in within-year cash flow impacts to customers,
7 BPA may, if practicable and consistent with BPA's statutory obligation to ensure timely cost
8 recovery, accommodate individual customer requests to reshape charges within the Fiscal
9 Year to mitigate adverse cash flow effects on the customer. Such reshaping of charges must
10 recover the same amount of dollars on a net present value basis within the Fiscal Year as
11 would have been recovered without the reshaping. The reshaping of the payments must be
12 mutually agreed upon by both BPA and the customer prior to the start of the Rate Period.
13 Absent agreement, the customer will pay the Tier 1 Energy Charges without reshaping.
14

15 The reshaping of the Tier 1 Energy Charges will take into account the cash-flow impacts to
16 the customer of a forecast of Tier 1 Energy Charges, a forecast of Tier 1 Demand Charges,
17 and a forecast of Tier 1 Peak Load Variance Charges. The forecast cash-flow impacts to the
18 customer will be mitigated by including fixed dollar monthly credits and debits that
19 recover, in total, the same amount of dollars on a net present value basis. The fixed dollar
20 monthly credits and debits will not impact any rate or Billing Determinant. To
21 accommodate reshaping requests, BPA will take into account the potential offsetting
22 impacts of multiple reshaping requests. BPA may prorate multiple reshaping requests if
23 necessary to avoid or mitigate material adverse impacts on BPA's cash flow.

5 TIER 2 RATE DESIGN

Consistent with the provisions below, the specific rate designs for BPA's Tier 2 Rate Alternatives will be determined in each 7(i) Process. BPA's allocation of costs to the Tier 2 Cost Pools associated with the Tier 2 Rate Alternatives will be subject to the provisions of this PRDM. The allocation of Tier 2 Costs and the design of Tier 2 Rates will ensure to the maximum extent practical that the Tier 2 Rates will recover the full allocated cost of BPA service to planned Above-CHWM Load. Tier 1 System Resources will not be used in a manner that subsidizes the allocated costs of Tier 2 Rate service. All Tier 2 Cost Pools will include the marginal cost of meeting resource planning requirements as well as include the marginal cost of providing any applicable Support Services.

5.1 Tier 2 Construct

Each customer will elect, in its CHWM Contract, how its Above-CHWM Load will be served during the contract term. The customer will choose whether and how its Above-CHWM will be served by electing the Tier 2 Long-Term Path, the Tier 2 Flexible Above-CHWM Path, or a combination of the two paths. Above-CHWM Load under the Tier 2 Long-Term Path is served by BPA under its Tier 2 Long-Term Alternative at the Tier 2 Long-Term Rate. Above-CHWM Load under the Tier 2 Flexible Above-CHWM Path could be served by a combination of the customer's non-Federal resources, BPA's Tier 2 Short-Term Alternative at the Tier 2 Short-Term Rate, and BPA's Tier 2 Vintage Alternatives at the applicable Tier 2 Vintage Rate.

BPA will establish only one Tier 2 Long-Term Rate for each year, and one Tier 2 Short-Term Rate for each year. BPA may establish multiple Tier 2 Vintage Rates as BPA may provide multiple distinct Tier 2 Vintage Alternatives within a year, and each would have its own rate based on the cost of the resources specific to each distinct Tier 2 Vintage Alternative. Each customer electing a particular Tier 2 Rate Alternative will pay the rate associated with the

1 Tier 2 Rate Alternative Service. Each Tier 2 Rate will be established to recover all the Tier 2
2 Costs allocated to that Tier 2 Rate Alternative plus any adders to account for real power
3 losses, overhead costs, other costs, and other services being provided from BPA to support
4 power sold at each Tier 2 Rate. BPA will establish Tier 2 Rates based on the cost of
5 providing a flat annual block of power.

6
7 Any Forecast Firm Inventory used to provide service at Tier 2 Rates will be priced at the
8 marginal value of such power, except Forecast Firm Inventory used to provide service at the
9 Tier 2 Long-Term Rate, which will be at a rate equivalent to BPA's Tier 1 Non-Slice Rates.
10 Forecast Firm Inventory will be used to provide service at the Tier 2 Long-Term Rate when
11 BPA has Forecast Firm Inventory, as determined in each 7(i) Process, and the Tier 2 Long-
12 Term Rate has an otherwise unmet power need.

14 **5.1.1 Tier 2 Amounts**

15 The amount of power purchased by a customer under BPA's Tier 2 Rate Alternatives for
16 each Rate Period will be established in the Above-CHWM Process consistent with each
17 customer's Above-CHWM Load elections. The Above-CHWM Process concludes before
18 Tier 2 Rates are set in the 7(i) Process. Above-CHWM Load served at Tier 2 Rates will be in
19 fixed, annual amounts on a take-or-pay basis for each Fiscal Year of a Rate Period. To
20 support operational convenience, a Load Following Customer that would have a portion of
21 its Above-CHWM Load served under the Tier 2 Flexible Path can also elect to have up to
22 0.999 aMW of its Above-CHWM Load served through the Core Rate Design as described in
23 Chapter 4. The 0.999 aMW election would apply to the JOE and not to each of the JOE's
24 members.

5.2 Tier 2 Cost Basis

As described in Section 2.2.1.4, BPA will identify which of its costs are Tier 2 Costs and to which Tier 2 Cost Pool the costs will be allocated for calculating each Tier 2 Rate in the applicable 7(i) Process. Additionally, Section 3.6 contains guidance regarding the allocation of specific resource costs.

5.2.1 Tier 2 Cost Component Construct

The costs included in each of the Tier 2 Cost Pools will be BPA's costs associated with serving the customers who elect service at the corresponding Tier 2 Rate Alternative.

For a Tier 2 Rate Alternative based on block energy purchases from market sources, the costs allocated to that Cost Pool will include costs that BPA incurs to serve load at a set or variable price, with a combination of forward and spot purchases of block energy from the market. When this type of Tier 2 Rate is set, BPA may not have made all the market purchases needed to serve the loads at this rate. Consequently, this type of rate may be comprised of both known and projected costs of the energy from market purchases, a risk component to cover the expected risks of providing service at a set forward price (which could take the form of some combination of Planned Net Revenues for Risk (PNRR) and rate adjustments or true-ups), plus any adders to account for real power losses, risk, overhead costs, and other costs being incurred and services being provided by BPA to support power sold at that specific Tier 2 Rate. *See* Section 5.2.3 below for the construct of the Overhead Cost Adder.

For a Tier 2 Rate Alternative based on non-dispatchable resources, the costs allocated to that Tier 2 Cost Pool will include costs BPA incurs to serve load with a purchase of the specific non-dispatchable resource. These types of costs may include the cost of the

1 resource purchase, transaction costs, the cost of providing Support Services, plus any
2 adders to account for real power losses, risk, overhead costs, and other costs being incurred
3 or services being provided by BPA to support power sold at that specific Tier 2 Rate.
4 Transaction costs might include transmission and Balancing Authority Area charges for
5 within-hour balancing. Transaction costs may be known or be based on projections that
6 are trued up after the fact. The cost of providing Support Services would be at the same
7 rates as those that would be applied to a customer's purchase of a non-dispatchable Non-
8 Federal Resource to convert the resource delivery to the financial equivalent of a flat annual
9 block.

10
11 For a Tier 2 Rate Alternative based on dispatchable resources, the costs allocated to that
12 Tier 2 Cost Pool will include costs and risks that BPA incurs to serve load with a purchase of
13 a dispatchable resource, with the customer assuming the operational risks. These types of
14 costs include projected annual fixed costs (debt service and fixed operations and
15 maintenance (O&M)) of the resource; the expected fuel and variable O&M costs of the
16 resource based on its expected operation; a mechanism to true up the expected fuel and
17 variable O&M costs to actual costs; the cost of operating reserves and replacement power
18 for outages; a mechanism to compensate the customer for any savings from economic
19 dispatch of the resource, including fuel remarketing proceeds; costs of transmission
20 services, if any, to transmit power to the federal system; transaction costs; plus any adders
21 to account for real power losses, risk, overhead costs, and other costs being incurred or
22 services being provided by BPA to support power sold at that specific Tier 2 Rate.

23
24 A Tier 2 Alternative Cost Pool can include combinations of market purchases and resource
25 costs, as described above. Tier 2 Rates can be fixed for a Rate Period or be subject to true-
26 ups, surcharges, and other adjustments to support collecting BPA's cost of providing a

Tier 2 Rate Alternative from the customers who elect service at the corresponding Tier 2 Rate Alternative.

5.2.2 Tier 2 and Support Services

Tier 2 Rates based on the costs of resources acquired by BPA to serve Above-CHWM Loads will include appropriate Support Services charges necessary to price the service as if the resource output is serving a flat annual load. Support Services supplied by BPA for resources serving loads at Tier 2 Rates will ensure energy neutrality, and Support Services capacity-related charges will compensate the Composite Cost Pool for the value of the Support Services and for risk exposure incurred due to the provision of Support Services. Support Services may include energy-related and other charges. The revenue from these other charges will be allocated to the Cost Pool based on cost causation principles, such as allocating Support Services energy-related charges to the Non-Slice Cost Pool if BPA's Balancing Power Purchases costs, which are also allocated to the Non-Slice Cost Pool, are being impacted as a result of BPA providing Support Services. The forecast costs for Support Services used to calculate each Tier 2 Rate will be set in each 7(i) Process for each Rate Period.

5.2.3 Tier 2 Overhead Cost Adder

Each Tier 2 Cost Pool will include an Overhead Cost Adder. This adder will provide an offset to the Composite Cost Pool for the general and administrative (overhead) costs associated with BPA's provision of power at Tier 2 Rates. In each 7(i) Process, BPA will propose an Overhead Cost Adder to be applied to all power sold at Tier 2 Rates (mills/kWh). The adder will be set at a level that will reasonably compensate the Composite Cost Pool for the costs of providing the service, which BPA expects would be comparable to typical electricity broker fees.

5.3 Tier 2 Remarketing

If BPA remarkets a customer's Tier 2 purchase obligation pursuant to the CHWM Contract, then BPA will credit the proceeds to such customer (net of any remarketing costs as described in the next section). The customer must continue to pay for the entire purchase at the appropriate Tier 2 Rate.

5.3.1 Calculating Remarketed Tier 2 Rate Proceeds

If BPA remarkets for a customer any Tier 2 Rate Alternative purchase obligation, the proceeds (as established below) obtained from such remarketing will be netted against the customer's monthly bill. BPA will calculate the applicable rate(s) used to calculate the proceeds for the remarketed energy in each 7(i) Process. The total proceeds of the remarketed energy will be reduced for aggregated transaction costs, including, but not limited to, such costs as broker or other marketing fees, transmission costs, transmission losses, and odd lot remarketing costs. Transaction costs also could include a risk component or adjustment mechanism for the risk associated with the potential difference between forecast and actual market prices.

The customer will remain responsible for paying any charges and adjustments that otherwise would have been paid had BPA not had to provide remarketing. Remarketing of Tier 2 Rate Alternative purchase obligation amounts that include a transfer of Renewable Energy Credits (RECs) to the customer under the customer's CHWM Contract will not affect any transfer of RECs to the customer associated with such amounts. This procedure will be applied whether or not BPA actually remarkets the power or uses it for its own purposes.

5.4 Tier 2 Long-Term Alternative

5.4.1 Tier 2 Long-Term Change Fee and Charge

Pursuant to the terms in the customer's CHWM Contract, a customer may elect to change (cap or reduce) its Tier 2 Long-Term Alternative election. A Tier 2 Long-Term Change Fee and a Tier 2 Long-Term Change Charge will apply if this change in original election is made 1) after BPA acquires power for the purposes of serving Tier 2 Long-Term Path obligations, or 2) after July 31, 2027, whichever occurs first. The Tier 2 Long-Term Change Fee will be established in each 7(i) Process and will be no lower than 0.05 mills/kWh and no higher than 0.10 mills/kWh applied to the customer's Tier 1 Load amount for the Rate Period immediately following the election.

The Tier 2 Long-Term Change Charge will be based on costs BPA determines would otherwise be spread to other Tier 2 Long-Term Path customers, calculated independent to and without consideration of the Tier 2 Long-Term Change Fee, as a result of the change in election. The revenue received from the Tier 2 Long-Term Change Fee and the Tier 2 Long-Term Change Charge will be credited to the Tier 2 Long-Term Cost Pool.

5.4.2 Tier 2 Long-Term Cost Reallocation Provision

If the Tier 2 Long-Term Cost Pool contains costs and BPA has no load being served at the Tier 2 Long-Term Rate, BPA will reallocate such costs to all customers that elected any portion of their potential Above-CHWM Load to be served under the Tier 2 Long-Term Alternative. This reallocation will be spread across all such customers' Rate Period forecast Tier 1 Energy Charge Billing Determinants.

Similarly, if a subset of customers that elected BPA's Tier 2 Long-Term Alternative are determined to be bearing an inequitable amount of the costs allocated to the Tier 2 Long-

1 Term Cost Pool, BPA will determine, through the 7(i) Process, the portion of the Tier 2
2 Long-Term Cost Pool to be reallocated to all customers that elected any portion of their
3 potential Above-CHWM Load be served under the Tier 2 Long-Term Alternative. This
4 reallocation will be spread across all such customers' Rate Period forecast Tier 1 Energy
5 Charge Billing Determinants.

6 7 **5.5 Tier 2 Vintage Alternative**

8 Pursuant to the terms in the customer's CHWM Contract, a customer may elect to serve its
9 Above-CHWM load under the Tier 2 Flexible Above-CHWM Path. Included in the Tier 2
10 Flexible Above-CHWM Path is the eligibility to purchase power at a Tier 2 Vintage Rate.

11
12 A Tier 2 Vintage Rate will be established when BPA acquires a Vintage Resource(s)
13 pursuant to the terms of the customer's CHWM Contract. The Tier 2 Vintage Rate will be
14 based on the costs of the Vintage Resource(s) along with any associated services or costs.
15 The applicable Tier 2 Vintage Rate determined by BPA shall be restated in the Statement of
16 Intent as described in the CHWM Contract.

17
18 When a customer purchases power under a Tier 2 Vintage Alternative that is in excess of its
19 then current Above-CHWM Load, BPA may treat such power as either: 1) a sale of surplus
20 power sold at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed
21 by the customer; or 2) excess power to be managed by BPA through a remarketing service
22 (see Section 5.3) until the customer's load grows into its Tier 2 Vintage amount, as
23 determined by BPA.

24
25 A formula or other special rate provision will be established in each 7(i) Process to address
26 applicable credits and charges that may result when power delivery under a Tier 2 Vintage

1 Alternative begins within a Fiscal Year and when power delivery occurs earlier or later than
2 planned.

6 SUPPORT SERVICES

Support Services are offered under the CHWM Contract and include multiple services that assist in the integration of Federal and non-Federal resources with load service. Support Services are available for all specified Non-Federal Resources that Load Following Customers contractually dedicate to serve their Total Retail Load (TRL), and for specified new renewable resources Block Customers contractually dedicate to serve their TRL.

Support Services include both Resource Support Services (RSS) and Other Support Services (OSS). RSS may include, but are not limited to, providing forced outage services, services providing additional federal capacity to help the customer meet its contractual obligations with BPA, or services to firm up variable generation. OSS may include but are not limited to scheduling services, curtailment management services, and/or market integration related services. See Appendix D for the overall framework of Support Services.

6.1 Support Services Pricing Principles

Support Services will be priced comparably across Load Following and Block Products. With one exception, the capacity component of each Support Service will be priced at a marginal cost of capacity, such as the Marginal Capacity Resource used to set the Tier 1 Demand Rates, and any applicable energy components will be priced at a market-based price of energy for the appropriate time period for the particular Support Service. The exception to the marginal cost of capacity pricing is for contractually required Resource Support Services applied to Existing Resources. In this situation, the capacity-based fee will be calculated using BPA's embedded cost of Supplemental Operating Reserves, or its successor, adjusted to reflect the Tier 1 System Resources only.

1 Other costs, such as the cost of providing scheduling services, could be based on relevant
2 portions of the total BPA Revenue Requirement or on the cost charged by other entities to
3 provide a similar service.

4
5 The price of capacity, the price of energy, and the allocation of any other costs for Support
6 Services offered by BPA will be determined in each 7(i) Process. The revenue received
7 from providing Support Services will be allocated to the Cost Pool based on cost causation
8 principles—such as allocating capacity-related revenue to the Composite Cost Pool to
9 compensate for the associated Designated System Obligation, or to the Non-Slice Cost Pool
10 to offset impacts to BPA’s Balancing Power Purchases costs that are otherwise allocated to
11 the Non-Slice Cost Pool.

12
13 **6.2 Treatment for Load Following Non-Dispatchable Dedicated Resources**
14 **that are Existing Resources but Not Variable Energy Resources**

15 BPA will apply a Forced Outage Reserves Service (FORS)-based fee to all Load Following
16 Customer’s Non-Dispatchable Dedicated Resources that are Existing Resources but not
17 Variable Energy Resources. The capacity-based fee will be calculated using BPA’s
18 embedded cost of Supplemental Operating Reserves, or its successor, adjusted to reflect
19 the Tier 1 System Resources only. The FORS-based fee allows an Existing Resource
20 dedicated to a Load Following Customer’s load that is Non-Dispatchable and not a Variable
21 Energy Resource to produce generation below its Contract Exhibit A amounts under
22 conditions defined in the CHWM Contract (such as megawatthour limits, frequency of
23 occurrence, qualifying events, and notice requirements) and pay a market-based rate
24 (inclusive of potential upward adjustments and other costs), as established in each 7(i)
25 Process.

1 The FORS-based fee also allows eligible resources, as defined by the CHWM Contract, to
2 receive a market-based energy credit (inclusive of potential downward adjustments and
3 other costs), as established in each 7(i) Process, for amounts of energy produced by the
4 resource in excess of its Exhibit A amounts. To avoid double counting, only Exhibit A
5 amounts will be used for purposes of calculating Billing Determinants as described in
6 Chapter 4 of this PRDM.

7 8 **6.3 Treatment for Load Following Non-Dispatchable Dedicated Resources** 9 **that are Existing Resources and are Variable Energy Resources**

10 BPA will apply a capacity-based fee to all Load Following Customer's Non-Dispatchable
11 Dedicated Resources that are both Existing Resources and Variable Energy Resources. The
12 capacity-based fee will be calculated using BPA's embedded cost of Supplemental
13 Operating Reserves, or its successor, adjusted to reflect the Tier 1 System Resources only.
14 The capacity-based fee allows BPA to treat the resource as a firm resource for purposes of
15 the Tier 1 Demand Charge, as described in Section 4.3. It also allows an Existing Resource
16 dedicated to a Load Following Customer's load that is Non-Dispatchable and a Variable
17 Energy Resource to produce generation below its Exhibit A amounts and pay a market-
18 based rate (inclusive of potential upward adjustments and other costs), as established in
19 each 7(i) Process.

20
21 The capacity-based fee also allows eligible resources, as defined by the CHWM Contract, to
22 receive a market-based energy credit (inclusive of potential downward adjustments and
23 other costs), as established in each 7(i) Process, for amounts of energy produced by the
24 resource in excess of its Exhibit A amounts. The capacity-based fee will be calculated using
25 BPA's embedded cost of Supplemental Operating Reserves, or its successor, adjusted to
26 reflect the Tier 1 System Resources only.

1 To avoid double counting, only the Exhibit A amounts will be used for purposes of
2 calculating Billing Determinants as described in Chapter 4 of this PRDM.

3 4 **6.4 Treatment for Load Following Dispatchable Dedicated Resources that are** 5 **Existing Resources**

6 BPA may apply credits, charges, and require a Load Following Customer to purchase
7 Support Services for Dispatchable Dedicated Resources that are Existing Resources.
8 The purpose of the credits, charges, and services is to ensure, facilitate, or help a customer
9 meet its contractual obligations with BPA, while also capturing the dispatchable energy
10 and capacity value of the resource. A Load Following Customer's Dispatchable Dedicated
11 Resources that are Existing Resources will come with contractual capacity-related
12 obligations and will also be provided an Existing Capacity Credit as described in
13 Section 4.3.6.1.

14 15 **6.5 Treatment for Load Following Resources Serving Above-CHWM Load**

16 BPA will apply credits, charges, and may require that a Load Following Customer purchase
17 Support Services when its resources serving Above-CHWM Load are not provided in the
18 shape of a flat annual block of power. The purpose of the credits, charges, and applicable
19 services is to capture the value difference, both in energy and capacity, that the customer's
20 resource serving Above-CHWM Load brings relative to a flat annual block of power.

7 RISK MITIGATION

In each 7(i) Process, BPA will establish risk mitigation mechanisms and set rates that are consistent with BPA's then-current agency financial risk standard(s), as set out in BPA's then-current financial plan and policies.

The CHWM Contract includes take-or-pay provisions that obligate each customer to pay its monthly BPA power bills calculated using the Tier 1 and Tier 2 Rates applicable to each customer.

7.1 Tier 1 Risk

Subject to Section 4.7, in each 7(i) Process, BPA will assess the risks related to the costs and revenues allocated to the Tier 1 Cost Pools, design risk mitigation measures, and set the Tier 1 Rates to meet BPA's risk standard(s). Such measures may include PNRR, Cost Recovery Adjustment Clauses (CRACs), true ups to actual costs, and other measures determined appropriate by BPA.

Subject to Section 4.7, the primary financial risk mitigation measures for the Slice Product are the transfer of the net secondary revenue risk to Slice purchasers (by providing them with secondary energy instead of a rate credit for anticipated net secondary revenues) and the Slice True-Up (*see* Section 2.7).

7.2 Tier 2 Risk

Risks in Tier 2 will be assessed in each 7(i) Process, both for each Tier 2 Rate Alternative and collectively for all Tier 2 Rate Alternatives, to determine if the terms and conditions have mitigated such risks sufficiently to meet BPA's risk standards. In addition to such

1 terms and conditions, BPA will include in Tier 2 Rates any supplementary risk mitigation
2 necessary to meet BPA's risk standards. Altogether, Tier 2 risk mitigation will be
3 structured so that the risk associated with Tier 2 Rates will not increase the costs allocated
4 to Tier 1 Cost Pools or require any enhancement of Tier 1 risk protection mechanisms
5 beyond what would have been required absent sales at Tier 2 Rates. BPA recognizes that it
6 may be limited in Tier 2 Rate offerings by the foregoing requirements that Tier 2 risks not
7 increase costs allocated to Tier 1 or require enhancement of Tier 1 risk protections.

8
9 In each 7(i) Process, when there is more specificity about the resource and purchase costs
10 allocated to the various Tier 2 Cost Pools, BPA will assess the risks of providing service at
11 the various Tier 2 Rate Alternatives. BPA will propose risk mitigation tools for each Tier 2
12 Cost Pool (*e.g.*, PNRR, CRACs, and true ups to actual costs), as appropriate.

14 **7.3 Assessment of Aggregate Risk**

15 If, after assessing and mitigating risks for each Tier 1 Cost Pool and Tier 2 Cost Pool, BPA
16 finds that Power function risks have not been adequately mitigated pursuant to BPA's risk
17 standards, then BPA will allocate the remaining risk and any additional mitigation between
18 the tiers in the applicable 7(i) Process, consistent with this PRDM.

8 OTHER RATE DESIGN

This chapter identifies and describes ancillary PF rates not otherwise described in Chapters 4 and 5. These include: Rates for Unanticipated Load, Low Density Discount, Irrigation Rate Discount, and PF Exchange.

8.1 Rates for Unanticipated Load

BPA will develop rates in the applicable 7(i) Process for service to unanticipated loads (*e.g.*, due to delay in the start-up of a specified new Non-Federal Resource). Unanticipated loads are public preference loads that BPA is obligated to serve under its statutes, but of which BPA has not had the notice to serve as required by the CHWM Contract or General Rate Schedule Provisions (GRSPs) for a customer to receive service at Tier 1 or Tier 2 Rates. The GRSPs developed in the applicable 7(i) Process will establish the terms and conditions for application of these rates, which are intended to reflect the costs associated with the power and services needed to serve such load.

Load that BPA does not have an obligation to serve may face an unauthorized increase (UAI) charge. For example, if a customer does not provide power for serving load when a Non-Federal Resource has an outage that is not supported by another service (*e.g.* FORS), and BPA delivers power to serve that load, such power deliveries would be charged the UAI.

8.2 Low Density Discount

In the applicable 7(i) Process, BPA will apply a long-term Low Density Discount (LDD) that will remain in effect for multiple Rate Periods to the extent permitted by Section 7(d)(1) of the Northwest Power Act. The LDD benefit to a JOE will be equivalent to the sum of LDD

benefits calculated for all eligible individual members of the JOE. BPA will determine the LDD for the JOE based on each such individual utility member's LDD amount.

The LDD will apply to the following Tier 1 charges: Tier 1 Composite Energy Charge, the Tier 1 Non-Slice Energy Charge, the Tier 1 Slice Energy Charge, the Tier 1 Demand Charge, and the Tier 1 Peak Load Variance Charge. LDD will not apply to purchases of power for Above-CHWM Load. The cost of the LDD program will be allocated to the Composite Cost Pool. The discount will be determined using the LDD Percentage Discount Table, as published in the applicable GRSPs.

In the applicable 7(i) Process, BPA will apply an LDD Percentage Discount Table that is the same as or similar to the example in Appendix C. The table will be formulated so that the resulting LDD program cost is forecast to be between \$42 million and \$44 million on average per year during the BP-29 Rate Period. This program cost may include utility-specific adjustments intended to temporarily mitigate a loss in program benefits to a utility deemed to be materially impacted by the change in LDD methodology from the TRM to the PRDM. This program cost above is comparable to the program costs prior to the effective date of the PRDM.

The eligibility requirements of C/M (consumers per mile of line) and K/I (kWh to investment ratio) will initially be calculated in the same manner as was the case in BP-26 Rate Period. BPA may, in a later 7(i) Process, propose changes to the eligibility requirements, LDD Percentage Discount Table, and definitions. Additionally, the definitions in the GRSPs may be adjusted to accommodate changes to distribution systems, including underground distribution lines, where appropriate.

8.3 Irrigation Rate Discount

Beginning with the BP-29 Rate Period and continuing through the term of the CHWM Contracts, BPA will include an Irrigation Rate Discount (IRD) in BPA's wholesale power 7(i) Process initial rate proposals in the form of a fixed percentage discount on the Tier 1 Rates. Eligible irrigation loads will be identified in a customer's CHWM Contract and will not increase during the term of the contract. The discount will not apply to loads served at Tier 2 Rates.

The IRD benefit to a JOE will be equivalent to the sum of IRD benefits calculated for all eligible individual members of the JOE. BPA will determine the IRD benefit for the JOE based on each such individual utility member's IRD benefit.

In the BP-29 7(i) Process, BPA will calculate the fixed IRD percentage that will remain for the term of the CHWM Contract. The IRD percentage will be set by calculating the value that will result in a program cost of approximately \$22 million in FY 2029, when applied to eligible irrigation loads in that year. This program cost above is comparable to the program costs prior to the effective date of the PRDM.

Each Rate Period, BPA will use the IRD percentage to set a mills/kWh discount rate that, when applied to qualified irrigation load, produces a dollar credit on eligible customers' power bills. The percentage will be multiplied by the sum of the forecast revenue that irrigation loads will pay through Tier 1 Rates, adjusted for any applicable LDD, divided by the sum of the irrigation loads (expressed in kWh) to derive the mills/kWh discount. This discount will be seasonally available to qualifying loads during May, June, July, August, and September.

1 The CHWM Contract will include the terms and conditions for the IRD. The CHWM
2 Contract also will specify quantities, definitions, and conditions for a qualifying irrigation
3 load. The discount rate to be applied to qualifying irrigation loads for the relevant Rate
4 Period will be determined in the applicable 7(i) Process and will be included in the
5 applicable GRSPs.

6
7 BPA will include in the FY 2029 proposed GRSPs the eligibility criteria for the IRD. To
8 qualify for the IRD, the customer must meet one of the following criteria:

- 9 1) The customer must have participated in BPA's IRD program in FY 2028.
- 10 2) At least 75 percent of the customer's Total Retail Load must be placed on BPA
11 starting October 1, 2028, and the customer's irrigation rate schedule sales, May
12 through September in FY 2018-2022, divided by its TRL for FY 2018-2022, is at
13 least 5 percent; or, if less than 5 percent, the average kilowatts used for May through
14 September in FY 2018-2022 (25 months/5 years) is 7,500,000 kWh or more.

15
16 Eligibility evaluation will be determined differently for existing and newly eligible
17 Irrigation Rate customers. Eligibility evaluation for existing IRD customers will occur at
18 signing of the CHWM Contract. Eligibility for new Irrigation Rate customers will be
19 evaluated 90 calendar days after BPA issues the final PRDM ROD in 2025. Newly eligible
20 IRD customers' CHWM Contracts will be amended to reflect the eligible kilowatthour
21 amounts.

22
23 For a Slice Customer, BPA will apply the percentage reduction to the lesser of the
24 customer's qualifying irrigation load (kilowatthours) specified in its CHWM Contract or the

1 sum of its monthly Block purchase at Tier 1 Rates plus the monthly Firm Slice Amount. No
2 other charges or Billing Determinants will be affected.

3
4 There will be a true-up process at the end of each year's May through September irrigation
5 season to ensure that the customer experienced the full amount of irrigation load stated in
6 the CHWM Contract. If a customer's May through September measured irrigation load is
7 less than the amount of load eligible for mitigation, a true-up calculation will determine the
8 amount the customer owes BPA at end of the irrigation season. The details and
9 requirements of the true-up will be described in the applicable 7(i) Process and included in
10 the GRSPs for each applicable Rate Period.

11
12 BPA will require IRD participating customers to implement cost-effective conservation
13 measures on eligible irrigation systems in their service territories, as described in the
14 GRSPs. The conservation measures may be eligible for future BPA conservation programs;
15 the amount of BPA support will be determined through the 7(i) Process.

16 17 **8.4 Section 7(b)(2) Rate Test**

18 **8.4.1 PF Exchange Rate for Customers with CHWM Contract**

19 The PF Exchange Rate is not applicable to PF customers with a CHWM Contract.
20

21 **8.4.2 PF Exchange Rate for Customers without a CHWM Contract**

22 For customers that have not signed a CHWM Contract and have signed a Residential
23 Purchase and Sale Agreement (RPSA), BPA will establish a PF Exchange rate(s) in each 7(i)
24 Process. Such rate(s) will be set consistent with the Northwest Power Act.
25

1 **8.4.3 Section 7(b)(2) or Section 7(b)(3) Issues Not Addressed by PRDM**

2 Notwithstanding any other provisions in this PRDM, this PRDM does not address, and
3 therefore neither authorizes nor precludes, the allocation of Section 7(b)(2) trigger
4 amounts to BPA surplus sales, including secondary energy sales under the Slice Product.

5 Notwithstanding any other provisions in this PRDM, all issues pertaining to calculation of
6 the Section 7(b)(2) rate test and allocation of the Section 7(b)(3) surcharge will be
7 determined in the applicable 7(i) Process.

9 PRDM REVISION PROCESSES AND DISPUTE RESOLUTION

In this Chapter 9:

- **Customer** means a Public that purchases power from BPA at a Tier 1 Rate under a CHWM Contract.
- **Customer Group** means a group comprised of not less than 45 percent of the Customers (utility count) or 45 percent of the sum of the CHWMs.

For purposes of calculating utility count for a Customer Group or under Sections 9.2.2.2, 9.3.2.2, 9.4.2.2, 9.5.2, or 9.5.3, a JOE is counted by its component utilities.

9.1 General Provisions

9.1.1 Process Generally Applicable to Any PRDM Revision

No revision to this PRDM may be made without the introduction, consideration, and adoption of such revision in a 7(i) Process. BPA will comply with the applicable requirements of this Chapter 9 when proposing revisions to the PRDM. Should a proposed revision to the PRDM not satisfied the requirements for introduction in a 7(i) Process as set out herein, then BPA shall neither propose nor adopt such proposed revision in a 7(i) Process until the applicable requirements of this Chapter 9 are satisfied.

Except as provided in Sections 9.2 (Improvements/Enhancements) and 9.3.2 (Unintended Consequences that affect only Customers), nothing in this Chapter 9 limits the positions that a Customer may advocate in a 7(i) Process regarding the PRDM. Nothing in Chapter 9 either 1) precludes any party to a BPA 7(i) Process, other than a Customer, from making any proposal or offering any testimony or other evidence on any matter that may otherwise be raised in a BPA 7(i) Process or 2) constrains any person or entity, including a Customer, from taking any position with BPA on any issue outside of a 7(i) Process.

1 **9.1.2 Core Provisions of the PRDM that May be Revised Only to Ensure Cost**
2 **Recovery or Comply with Court Ruling**

3 The provisions of the PRDM identified below cannot be revised except and unless the
4 Administrator determines in accordance with the applicable procedures set forth in this
5 Chapter 9 that BPA cannot otherwise timely recover its costs or that the change is
6 necessary to effectively comply with a court ruling:

- 7 1) The Core Rate Design described in Chapter 4, consisting of the concept of three
8 Tier 1 Energy Charges (Composite, Slice, and Non-Slice); the Tier 1 Marginal
9 Energy True-Up; the Tier 1 Demand Charge; the Tier 1 Peak Load Variance
10 Charge; and Tier 1 Credits, which include the RICc, RICm (including the RICm
11 phase-out schedule established pursuant to Section 4.5.2), and RICj (including
12 the RICj phase-down schedule established pursuant to Section 4.5.3).
- 13 2) The establishment of Tier 2 Rates, as set forth in Chapter 5.
- 14 3) Cost allocation principles set forth in Section 2.1.
- 15

16 **9.1.3 Actions Not Considered to be a Revision to the PRDM**

17 Subject to Section 9.1.2 and the express terms of the PRDM, the Administrator reserves the
18 discretion he or she otherwise possesses under law to establish, undertake, or otherwise
19 address the following, including through implementation of the PRDM consistent with the
20 terms thereof for those matters governed by the PRDM, in appropriate cases:

- 21 1) Calculation of actual rate levels.
- 22 2) Any rate issues or, as applicable, such components of rates issues that are
23 identified in this PRDM as specifically reserved for determination in a future 7(i)
24 Process. These include, but are not limited to:

- a) Allocation of costs consistent with Sections 2.1, 2.2, and 2.3 and the Allocated Tiered Cost Table, Table 2-1
- b) The determination whether a line item in the Composite Cost Pool is subject to true-up (*see* Chapter 2).
- c) The addition of new Tier 2 cost pools (*see* Section 2.2).
- d) Methods used to solve for Tier 1 and Tier 2 Rates (*see* Section 2.2.1)
- e) Modifications to BPA's Power Services Statement of Revenues and Expenses (*see* Section 2.2.2)
- f) Allocations of New Expenses and New Credits (*see* Sections 2.3 and 2.8.4)
- g) Proposals to reallocate portions of the Tier 1 Secondary Energy Credit to Composite Cost Pool (*see* Section 2.4)
- h) Proposals for an alternative cost recovery mechanism (*see* Section 2.6)
- i) True-up of rate revenue credits (*see* Section 2.8.2.2)
- j) Revisions to MRNR treatment (*see* Section 2.8.2.3)
- k) Expenses and revenue credits (*see* Section 2.8.4)
- l) Resources considered Tier 1 System Resources and respective firm power (*see* Section 3.1)
- m) Designated System Obligations and related issues (*see* Sections 3.2.2 and 3.2.3)
- n) Forecasts of Rate Period Augmentation (*see* Section 3.3)
- o) The determination whether forecast costs of augmentation are subject to the Slice True-Up (*see* Section 3.3.2).

- p) Forecasts of Balancing Power Purchases and adjustments (*see* Section 3.4)
- q) Updates to Table 3-3, 3-4, and 3-5 (*see* Section 3.5, 3.6, and 3.7)
- r) Establishment of Tier 1 Energy Charges (*see* Section 4.1)
- s) Establishment of Tier 1 Composite Energy Rates (*see* Section 4.1.2)
- t) Establishment of Tier 1 Non-Slice Energy Rate (*see* Section 4.1.3)
- u) Establishment of Tier 1 Slice Energy Rate (*see* Section 4.1.4)
- v) Establishment of Tier 1 Marginal Energy True-Up Rate (*see* Section 4.2.3)
- w) Adjustments to Marginal Capacity Resource and shape of monthly Tier 1 Demand Rates (*see* Section 4.3.4)
- x) Establishment of Capacity Credits (*see* Section 4.3.6)
- y) Capacity planning standards, PLVC Billing Determinants, and market-based energy rate (*see* Section 4.4)
- z) RICc recalculations (*see* Section 4.5.1.1)
- aa) Rates for New Publics (*see* Section 4.5.1.2)
- ab) Recovery of conservation costs and rates for product and service switching (*see* Section 4.6)
- ac) Suballocation of risk in Tier 1 Rates after September 30, 2041 (*see* Section 4.7)
- ad) Forecast costs for Support Services (*see* Section 5.2.2)
- ae) Determination of the Overhead Cost Adder to Tier 2 Cost Pools (*see* Section 5.2.3)
- af) Calculations for remarketed energy (*see* Section 5.3.1)

- 1 ag) Tier 2 Long-Term Change Fee and Charge(*see* Section 5.4.1)
- 2 ah) Design, pricing, and application of the Support Services rates (*see* Chapter 6)
- 3 ai) FORS-based fee (*see* Section 6.2)
- 4 aj) Risk mitigation (consistent with Chapter 7 and Section 4.7)
- 5 ak) Rates for Unanticipated Load (*see* Section 8.1)
- 6 al) Applicability of Low Density Discount (*see* Section 8.2)
- 7 am) Irrigation Rate Discount (*see* Section 8.3)
- 8 an) PF Exchange Rate treatment (*see* Section 8.4)
- 9 ao) Application of Sections 7(b)(2) and 7(b)(3) of the Northwest Power Act
- 10 (*see* Section 8.4.3)
- 11 3) PRDM Exhibits will be filled in and revised consistent with the terms of the PRDM.
- 12 4) Such other actions described in the PRDM that are to be determined in a Section 7(i)
- 13 Process.

14

15 The actions described in this Section 9.1.3 do not constitute a “revision” to the PRDM.

16

17 **9.2 Improvements and Enhancements**

18 **9.2.1 Criteria and Conditions for Improvements and Enhancements**

19 Revisions to the PRDM not covered by Section 9.4 (Cost Recovery/Court Ruling), 9.1.2

20 (Core Provisions), or 9.3 (Unintended Consequences) and that are proposed by BPA or a

21 Customer Group to improve and enhance the PRDM (Improvement Proposal) must be

22 made consistent with this Section 9.2.

23

9.2.2 Process for Improvements and Enhancements

BPA or a Customer Group may propose a revision to the PRDM as provided for in Section 9.2.1 only after complying with the requirements of this Section 9.2.2.

9.2.2.1 Notice

Before BPA or a Customer Group proposes in a 7(i) Process an Improvement Proposal, BPA or the Customer Group will notify all Customers of the Improvement Proposal in advance of the 7(i) Process and the proponent's reasons for: 1) why the Improvement Proposal will improve or enhance implementation of the PRDM in a way that will continue to effectuate its purposes but be more cost-effective and efficient, customer responsive, readily implementable, or capable of fulfilling the PRDM's purposes, and 2) how the value of the Improvement Proposal outweighs any harm created by it. The notice will specify the date by which each Customer may express its support for the Improvement Proposal, and the means for registering its support.

9.2.2.2 Customer Approval

BPA or the Customer Group may propose in a 7(i) Process the Improvement Proposal only if it is approved by Customers totaling both 1) at least 70 percent of Customers (utility count) and 2) at least 50 percent of the sum of the CHWMs, with both of the foregoing measured by the individual vote of each Customer. In determining the total, BPA shall count each abstention and absence of a vote as a vote that the Customer does not approve the Improvement Proposal.

In the event that the Customers approving the Improvement Proposal are less than the voting requirements of the preceding paragraph, then the Improvement Proposal will not

1 be proposed in any 7(i) Process by BPA, the Customer Group, or any Customer until the
2 voting requirements in this Section 9.2.2.2 above are satisfied.

3
4 In the event that the Customers approving the Improvement Proposal are equal to or more
5 than the voting requirements of this Section 9.2.2.2, then BPA or the Customer Group may
6 propose the Improvement Proposal in a 7(i) Process. The Improvement Proposal will be
7 considered in the normal course through the 7(i) Process with a decision in the
8 Administrator's Record of Decision.

9 10 **9.3 Revisions for Unintended Consequences**

11 **9.3.1 Criteria and Conditions for Revisions for Unintended Consequences**

12 With the exception of PRDM changes that are constrained by Section 9.1.2 (Core
13 Provisions) or implementation of the PRDM reserved by Section 9.1.3 (Expressly Not
14 Revisions), BPA may, in accordance with the applicable procedures of this Chapter 9,
15 propose revisions in the PRDM: to address or avoid unintended consequences that put at
16 risk the Principles and Goals underlying the PRDM as set forth in Section 1.1 of BPA's
17 Provider of Choice Policy. Proposed revisions to accommodate BPA's participation in a
18 day-ahead market will be considered "revisions for unintended consequences that *do not*
19 affect others or general policies" and follow the processes in Section 9.3.2; *except that*
20 proposed revisions that meet the criteria for "revisions to ensure cost recovery or comply
21 with court ruling" and "revisions for unintended consequences that *do* affect others or
22 general programs or policies" will be subject to Section 9.4 and Section 9.3.3, respectively.
23 Nothing in this Section 9.3 constrains BPA's ability to propose revisions in the PRDM to
24 ensure cost recovery or comply with a Court ruling that also accommodate BPA's
25 participation in a day-ahead market; such proposals must comply with the requirements in
26 Section 9.4.1. Similarly, nothing in this Section 9.3 constrains BPA's ability to propose

1 revisions in the PRDM for unintended consequences that *do* affect others or general
2 policies that also accommodate BPA's participation in a day-ahead market; such proposals
3 must comply with the requirements in Section 9.3.3.
4

5 **9.3.2 Process for Revisions for Unintended Consequences that *Do Not* Affect Others** 6 **or General Policies**

7 The procedures set forth in this Section 9.3.2 apply only to revisions to the PRDM as
8 provided for in Section 9.3.1 that address or rectify unintended consequences of the PRDM
9 that affect only Customers with CHWM Contracts, or that do not affect or affect only in a *de*
10 *minimis* manner investor-owned utilities (IOU) or direct service industry (DSI) customers
11 of BPA or BPA customers that are not eligible for or do not take service under CHWM
12 Contracts ("Unintended Consequence Proposal"). Such procedures do not apply to, and an
13 Unintended Consequence Proposal does not encompass, proposed revisions to the PRDM
14 that are necessary to address or rectify unintended consequences of the PRDM that affect
15 BPA programs or policies of general application (*e.g.*, the unintended consequence affects
16 programmatic responsibilities such as fish and wildlife, conservation, or transmission).
17

18 BPA or a Customer Group may propose an Unintended Consequence Proposal in a
19 7(i) Process only after complying with the requirements of this Section 9.3.2.
20

21 **9.3.2.1 Notice**

22 Before such an Unintended Consequence Proposal is introduced in a 7(i) Process by BPA or
23 a Customer Group, BPA will notify all Customers in advance of the 7(i) Process of the
24 Unintended Consequence Proposal and the proponent's reasons for: 1) why the
25 Unintended Consequence Proposal will address or rectify the unintended consequence that

1 puts at risk the Principles and Goals underlying the PRDM as set forth in Section 1.1 of the
2 Provider of Choice Policy, and 2) how the value of the Unintended Consequence Proposal
3 outweighs any detriment created by it. The notice will specify the date by which each
4 Customer may object to the Unintended Consequence Proposal and the means for
5 registering its objection.

6 7 **9.3.2.2 Customer Objection**

8 BPA or the Customer Group may propose in a 7(i) Process the Unintended Consequence
9 Proposal unless it is objected to by Customers totaling both 1) at least 70 percent of
10 Customers (utility count) and 2) at least 50 percent of the sum of the CHWMs, with both of
11 the foregoing measured by the individual vote of each Customer. In determining the total,
12 BPA shall count each abstention and absence of a vote as a vote that the Customer does not
13 object to the proposed change.

14
15 In the event that the Customers objecting to the Unintended Consequence Proposal equal
16 or exceed the voting requirements of the preceding paragraph, then BPA, the Customer
17 Group, or any Customer shall not propose in any 7(i) Process the Unintended Consequence
18 Proposal until the voting requirements of this Section 9.3.2 are satisfied.

19
20 In the event that the Customers objecting to the Unintended Consequence Proposal are less
21 than the voting requirements of this Section 9.3.2, BPA or the Customer Group may
22 propose in a 7(i) Process the Unintended Consequence Proposal. The Unintended
23 Consequence Proposal will be considered in the normal course through the 7(i) Process
24 with a decision in the Administrator's Record of Decision.

1 **9.3.3 Process for Revisions for Unintended Consequences that *Do* Affect Others or**
2 **General Programs or Policies**

3 Any proposals to revise the PRDM to address unintended consequences that affect others
4 or general programs or policies (*i.e.*, within the scope of Section 9.3.1, but not within the
5 scope of Section 9.3.2), may be proposed and considered in the normal course through the
6 7(i) Process, with a decision in the Administrator's Record of Decision.

7
8 **9.3.3.1 Notice**

9 Before such a proposal is considered in a 7(i) Process by BPA or a Customer Group, BPA
10 will notify all Customers of the proposal and the proponent's reasons for: 1) why the
11 proposal will address or rectify the unintended consequence that puts at risk the Principles
12 and Goals underlying the PRDM as set forth in Section 1.1 of the Provider of Choice Policy
13 and 2) how the value of the proposal outweighs any detriment created by it.

14
15 **9.4 Revisions to PRDM to Ensure Cost Recovery or Comply with Court Ruling**

16 **9.4.1 Criteria and Conditions for Revisions for Cost Recovery or Court Ruling**

17 BPA reserves the right to revise any part of this PRDM if the Administrator has determined
18 in accordance with the applicable procedures set forth in Chapter 9 that: 1) BPA cannot
19 timely and reasonably recover its costs without revising the PRDM; or 2) a revision to the
20 PRDM is necessary to effectively comply with a court ruling. For purposes of this PRDM,
21 reference to a court ruling will be deemed to include a ruling of the Federal Energy
22 Regulatory Commission that disapproves or remands a BPA rate based on the PRDM.

9.4.2 Process for Revisions for Cost Recovery or Court Ruling

BPA will propose only those revisions under Sections 9.4.1 that are necessary to comply with a court ruling or ensure cost recovery (Recovery/Response Proposal) and will seek to limit both the number and scope of such revisions.

9.4.2.1 Preliminary Procedures Specific to Revisions for Cost Recovery

Before proposing any revision to the PRDM to ensure timely cost recovery, to the extent practicable BPA will take the following steps:

- 1) BPA will make reasonable efforts to recover the costs from the party(s) that would otherwise be responsible for such costs. Such efforts may include making demand on any available credit support and pursuing legal action when appropriate.
- 2) BPA will make good faith efforts to reduce BPA power costs so as to offset the cost that would otherwise occasion the need for a change in the PRDM to ensure cost recovery.
- 3) If the cost recovery problem is occasioned by the design of the PRDM, BPA will convene a public meeting with Customers and interested parties to discuss alternatives to a revision of the PRDM.
- 4) After taking such steps, BPA will issue a report to Customers and interested parties regarding the efforts, including those listed (1-3) above, that the Administrator has taken before resorting to a revision to the PRDM, and why the set of safeguards BPA followed when entering identified transactions (*e.g.*, service at a Tier 2 Rate) was not sufficient to avoid the cost recovery problem.

These criteria, or disputes over whether the Administrator has satisfied them, do not override and will not be allowed to frustrate the Administrator's responsibility to establish rates to recover costs and timely repay the U.S. Treasury.

1 **9.4.2.2 Customer Petition for Mini-Trial Disputing Response/Recovery**
2 **Proposal**

3 Customers that are party to a 7(i) Process may petition for a Mini-Trial alleging the
4 Recovery/Response Proposal is not necessary to ensure cost recovery or respond to a
5 court ruling, and/or that the Recovery/Response Proposal is unreasonably
6 disproportionate to what is needed to comply with the court ruling or to ensure cost
7 recovery, compared to the alternative proposal(s), if any, offered by the Customer(s).

8
9 A written petition so disputing the Response/Recovery Proposal may only be filed with the
10 Hearing Officer within 20 Business Days after submission of BPA's initial proposal in such
11 7(i) Process, or within 10 Business Days after an Administrator's Mini-Trial decision under
12 Section 9.6 (4(C)). The petition may be filed only if it is approved by Customers totaling
13 both 1) at least 70 percent of such Customers (utility count), and 2) at least 50 percent of
14 the sum of the CHWMs, with both of the foregoing measured by the individual vote of each
15 Customer.

16
17 Upon receipt of such petition, the Hearing Officer shall expeditiously schedule, consistent
18 with the rate case schedule and the procedural requirements of Section 9.6 (Mini-Trial), a
19 Mini-Trial regarding whether BPA's Response/Recovery Proposal is necessary to ensure
20 cost recovery or respond to a court ruling as provided for in Section 9.4.1, and/or whether
21 the Response/Recovery Proposal is unreasonably disproportionate to what is needed to
22 comply with the court order or to ensure cost recovery, compared to the alternative
23 proposal(s), if any, offered by the Customer(s).

1 If no such petition is timely filed, the Recovery/Response Proposal will be considered in the
2 normal course through the 7(i) Process with a decision in the Administrator's Record of
3 Decision.

4 5 **9.5 Disputes Alleging Irreconcilable Conflict with the PRDM**

6 **9.5.1 Criteria and Conditions for Determining an Irreconcilable Conflict Exists**

7 An Irreconcilable Conflict exists only when:

- 8 1) The PRDM clearly and unambiguously requires or prohibits an action, and an action
9 or inaction proposed by BPA (BPA Position) is contrary to such requirement or
10 prohibition; or
- 11 2) The PRDM is silent, ambiguous, or leaves a gap regarding the matter in question,
12 and the BPA Position cannot be reconciled with any reasonable interpretation of
13 what the PRDM does provide for.

14 15 **9.5.2 Customer Petition for Mini-Trial Alleging Irreconcilable Conflict within a 7(i)** 16 **Process**

17 Customers that are party to a 7(i) Process may petition for a Mini-Trial alleging that a BPA
18 Position in such 7(i) Process is in Irreconcilable Conflict with the PRDM.

19
20 A written petition so alleging may only be filed with the Hearing Officer within 20 Business
21 Days after submission of BPA's initial proposal in a 7(i) Process. The petition may be filed
22 only if it is approved by Customers totaling both 1) at least 70 percent of such Customers
23 (utility count) and 2) at least 50 percent of the sum of the CHWMs of all such Customers,
24 with both of the foregoing measured by the individual vote of each Customer. Such petition
25 must allege that 1) a BPA Position in the 7(i) Process is in Irreconcilable Conflict with the

1 PRDM; 2) BPA has not sought to revise the PRDM to reconcile it with the BPA Position; and
2 3) such Customers oppose the BPA Position.

3
4 Upon receipt of such petition, the Hearing Officer shall expeditiously schedule, consistent
5 with the rate case schedule and the procedural requirements of Section 9.6 (Mini-Trial), a
6 Mini-Trial regarding whether the BPA Position is in Irreconcilable Conflict with the PRDM.

7
8 If no such petition is timely filed, the BPA Position will be considered in the normal course
9 through the 7(i) Process with a decision in the Administrator's Record of Decision.

10
11 **9.5.3 Customer Petition for Mini-Trial Alleging Irreconcilable Conflict Outside a 7(i)**
12 **Process**

13 Customers may petition for a Mini-Trial alleging that a BPA final action or inaction, other
14 than the Administrator's Record of Decision following a 7(i) Process, is in Irreconcilable
15 Conflict with the PRDM.

16
17 A written petition so alleging may only be submitted to the Administrator within 20
18 Business Days after a BPA final action or inaction. The petition may be filed only if it is
19 approved by Customers totaling both 1) at least 70 percent of such Customers (utility
20 count) and 2) at least 50 percent of the sum of the CHWMs of all such Customers, with both
21 of the foregoing measured by the individual vote of each Customer. Such petition must
22 allege that 1) a BPA final action or inaction is in Irreconcilable Conflict with the PRDM; and
23 2) such Customers oppose the BPA final action or inaction.

1 Upon receipt of such petition, the Administrator shall expeditiously schedule, consistent
2 the procedural requirements of Section 9.6 (Mini-Trial), a Mini-Trial regarding whether the
3 BPA final action or inaction is in Irreconcilable Conflict with the PRDM.
4

5 **9.6 Mini-Trial Before the Administrator**

6 If a Mini-Trial is scheduled pursuant to Section 9.4 (Cost Recovery/Court Ruling) or 9.5
7 (Irreconcilable Conflict), the following procedures will apply. A Mini-Trial pursuant to
8 Section 9.4 (Cost Recovery/Court Ruling) or 9.5.2 (Irreconcilable Conflict Within 7(i)
9 Process) will be a part of the 7(i) Process, and will be presided over by the Hearing Officer.
10 A Mini-Trial Pursuant to 9.5.3 (Irreconcilable Conflict Outside 7(i) Process) will not be part
11 of a 7(i) Process, and will be presided over by the Administrator. A Mini-Trial will consist
12 of the following:

- 13 1) Parties shall file statements of position that summarize their arguments regarding
14 the issue(s) in the underlying petition. Parties with like positions should attempt to
15 consolidate their submissions.
- 16 2) Oral presentations, not to exceed two (2) days in total, will be scheduled before the
17 Administrator, and such other BPA executives designated by the Administrator. The
18 order of presentation will be: 1) the parties in opposition to the BPA Position,
19 Recovery/Response Proposal, or BPA final action or inaction; 2) parties, if any, in
20 support of the BPA Position, Recovery/Response Proposal, or BPA final action or
21 inaction; and 3) rebuttal by parties in opposition. Parties' presentations may consist
22 of testimony, oral argument, or a combination of both. The Administrator may ask
23 any questions or engage in any discussion with any of the participating parties that
24 he or she deems appropriate.

- 1 3) Within 15 Business Days of the oral presentations, unless extended by the
2 Administrator for good cause, the Administrator shall provide a written statement
3 that BPA maintains, modifies, or withdraws the BPA Position or Recovery/Response
4 Proposal; or whether the BPA final action or inaction is in Irreconcilable Conflict
5 with the PRDM. The Administrator shall summarize the basis for his or her decision.
6 In a Mini-Trial pursuant to 9.4 (Cost Recovery/Court Ruling) or 9.5.2 (Irreconcilable
7 Conflict Within 7(i) Process), the Administrator retains the ability to reach a
8 different final decision at the conclusion of the 7(i) Process in the Administrator's
9 Record of Decision.
- 10 4) In a Mini-Trial pursuant to 9.5.2 (Irreconcilable Conflict Within 7(i) Process), the
11 Administrator may decide the BPA Position:
- 12 a) is not in Irreconcilable Conflict with the PRDM;
 - 13 b) is in Irreconcilable Conflict with the PRDM, but BPA is now proposing to
14 revise the PRDM as an Improvement Proposal under Section 9.2;
 - 15 c) is in Irreconcilable Conflict with the PRDM, but BPA is now proposing to
16 revise the PRDM as an Unintended Consequence Proposal under Section
17 9.3.2 (Unintended Consequences that *Do Not* Affect Others or General
18 Policies);
 - 19 d) is in Irreconcilable Conflict with the PRDM, but BPA is now proposing to
20 revise the PRDM consistent with Section 9.3.3 (Unintended Consequence that
21 affects others);
 - 22 e) is in Irreconcilable Conflict with the PRDM, but BPA is now proposing to
23 revise the PRDM consistent with Section 9.4 (Cost Recovery/Court Ruling);
24 or
 - 25 f) is in Irreconcilable Conflict with the PRDM, and BPA is withdrawing the BPA
26 Position or Recovery/Response Proposal.

1 In the case of “b),” “c),” or “d)” (above), the Administrator’s decision will be
2 accompanied by the notice required in Sections 9.2, 9.3.2, or 9.3.3, as applicable.

3 In the case of “e)” (above), the Administrator’s decision will, to the extent
4 practicable, be accompanied by the report in Section 9.4.2.1.

5 Consistent with Section 9.4.2.2, Customers will have 10 Business Days following the
6 Administrator’s decision to petition for a Mini-Trial regarding whether BPA’s
7 Response/Recovery Proposal is necessary to ensure cost recovery or respond to a
8 court ruling as provided for in Section 9.4.1, and/or whether the
9 Response/Recovery Proposal is unreasonably disproportionate to what is needed to
10 comply with the court order or to ensure cost recovery, compared to the alternative
11 proposal(s), if any, offered by the Customer(s).

12 5) A Mini-Trial pursuant to 9.4 (Cost Recovery/Court Ruling) or 9.5.2 (Irreconcilable
13 Conflict Within 7(i) Process) provides an opportunity for Customers to directly
14 address the Administrator early in the 7(i) Process, but does not limit the positions
15 BPA or parties may take during the 7(i) Process. The BPA Position,
16 Recovery/Response Proposal, or Unintended Consequence Proposal resulting from
17 the Mini-Trial will be considered in the normal course through the 7(i) Process with
18 a decision in the Administrator’s Record of Decision.

19 6) In a Mini-Trial pursuant to 9.5.3 (Irreconcilable Conflict Outside 7(i) Process), if the
20 Administrator determines the BPA final action or inaction is in Irreconcilable
21 Conflict with the PRDM, BPA will take all necessary steps within its authority to
22 revoke the BPA final action or inaction. BPA may seek to revise the PRDM using the
23 procedures in this Chapter 9. In no event will the BPA final action or inaction, any
24 decision made pursuant to this Section 9.6, or any action by BPA pursuant to such
25 decision be construed to provide a basis for a claim of damages; liability for loss of
26 profits; or special, incidental, or consequential damages.

Appendices

Appendix A—Definitions

**Appendix B—Cost Verification Process for the Slice True-Up
Adjustment Charge**

Appendix C—Determination of LDD Eligible Discount Percentage

Appendix D—Support Services Framework

Appendix E—Capacity Credits Framework

Appendix F—RICc Example Calculation

Appendix A

PRDM Definitions

“7(i) Process” means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products.

“Above-CHWM Load” means the forecasted portion of a customer’s Preliminary Net Requirement that is in excess of the customer’s CHWM, if any, as determined in the Above-CHWM Load Process.

“Above-CHWM Load Process” means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: 1) each customer’s Preliminary Net Requirement; 2) adjusted CHWMs; and 3) each customer’s Above-CHWM Load.

“Actual Annual Net Load” means a customer’s measured annual Total Retail Load less Existing Resources, Specified Resources added to the Tier 1 Allowance Amount, the annual measured energy amount of NLSLs, Consumer-Owned Resources serving On-site Consumer Load, and Above-CHWM Load. This is used for calculating the Tier 1 Marginal Energy True-Up Charge for Block and Slice products, as described in Section 4.2.2.

“Additional Adjustment for Very Low-Densities” means an additional discount amount added to an eligible customer’s Low Density Discount to account for the customer’s very low system density.

“Agreed-Upon Procedures (AUPs)” means services that fall under the category of miscellaneous financial services provided to BPA by an external auditor that are covered contractually between BPA and an external auditor.

1 **“All Other Resource Acquisitions”** means the portion of BPA’s resource acquisitions
2 made for any purpose that is not a Tier 1 System Resource, Balancing Power Purchase, a
3 Tier 1 Non-Slice Capacity Acquisition, or a Tier 2 Acquisition, as listed in Table 3-5.

4 **“Allocated Tiered Cost Table”** means the table that sets forth the expenses and revenue
5 credits allocated to Publics with CHWM Contracts in the Cost Pools that result from
6 application of the Cost Allocation Method.

7 **“Average Megawatts” or “aMW”** means the amount of electric energy in megawatt-hours
8 (MWh) during a specified period of time, divided by the number of hours in that period.

9 **“Balancing Authority”** means the responsible entity that integrates resource plans ahead
10 of time, maintains demand and resource balance within a Balancing Authority Area, and
11 supports interconnection frequency in real time.

12 **“Balancing Authority Area”** means the collection of generation, transmission, and loads
13 within the metered boundaries of the Balancing Authority. The Balancing Authority
14 maintains load-resource balance within this area.

15 **“Balancing Power Purchases”** means a power purchases or resource acquisitions forecast
16 by BPA in a 7(i) Process to be made by BPA for any portion of the upcoming Rate Period
17 during which BPA’s resource capability is insufficient to meet BPA’s obligations for that
18 period.

19 **“Billing Determinant”** means the measurement of a product or service to which a
20 particular rate will be applied to define a particular charge or credit that BPA will bill to a
21 customer, as established and defined in this PRDM.

22 **“Block” or “Block Product”** means a planned amount of Firm Requirements Power sold to
23 a customer to meet a portion of its regional consumer load pursuant to BPA’s power
24 product defined in the Block purchase obligation and Slice/Block purchase obligation

1 under the CHWM Contracts, including but not limited to stand-alone Block, shaped Block,
2 Block with shaping capacity, and the Block portion of Slice/Block in this PRDM, unless
3 specified otherwise.

4 **“Block Customer”** means a customer purchasing the Block Product.

5 **“Bonneville Fund”** means a continuing appropriation established by 16 U.S.C. § 838i(a)
6 that is available to meet all of BPA’s cash obligations. BPA’s cash from all sources are
7 deposited in and all BPA expenditures are made from a financial account held within the
8 U.S. Treasury.

9 **“Business Day(s)”** means every Monday through Friday, except federal holidays.

10 **“Contract High Water Mark” or “CHWM”** means the amount of Firm Requirements Power
11 (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1
12 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is
13 limited to the lesser of its CHWM or its Net Requirement.

14 **“Contract High Water Mark Contract” or “CHWM Contract”** means the power sales
15 agreement between a customer and BPA that contains a Contract High Water Mark
16 (CHWM), and under which the customer purchases power from BPA at rates established by
17 BPA in accordance with the PRDM.

18 **“CHWM Modeled Augmentation”** means a PRDM construct of a flat annual block of power
19 used to establish the simulated Slice capability and equitably allocate costs between Slice
20 and Non-Slice Cost Pools.

21 **“CHWM System”** means the annual Tier 1 Firm System Output, reduced for annual
22 Designated System Obligations plus annual CHWM Modeled Augmentation as determined
23 in each 7(i) Process.

1 **“Composite Cost Pool”** means the Tier 1 Cost Pool to which expenses and revenue credits
2 are to be allocated in accordance with Sections 2.1 and 2.2.1.1, and which are set out in
3 Table 2-1, Section A.

4 **“Consumer-Owned Resource”** shall have the meaning as defined in the CHWM Contract.

5 **“Core Rate Design”** means the Tier 1 Energy Charges, Tier 1 Marginal Energy True-Up,
6 Tier 1 Demand Charge, and the Tier 1 Peak Load Variance Charge as well as the three Rate
7 Impact Credits, RICc, RICm, and RICj.

8 **“Cost Allocation Method”** means the ratemaking step of assigning expenses and revenue
9 credits to Cost Pools in the process of developing rates for BPA products and services in
10 accordance with the PRDM.

11 **“Cost Pool”** means a grouping of costs and credits allocated to a specific product, service,
12 or customer type.

13 **“Cost Recovery Adjustment Charge (CRAC)”** means a risk mitigation tool that adjusts
14 rates pursuant to criteria determined by BPA in a 7(i) Process.

15 **“Cost Review Public Process”** means a public process that allows customers and
16 interested parties to review and obtain financial information from BPA, see Section 2.9.

17 **“Cost Verification Process”** means a public process that permits customers and interested
18 parties to review the Slice True-Up, see Section 2.8.6.

19 **“Customer”** meaning as described in Chapter 9 definition.

20 **“Customer Group”** meaning as described in Chapter 9 definition.

21 **“Dedicated Resource”** shall have the meaning as defined in the CHWM Contracts.

22 **“Designated System Obligations”** means the set of obligations specified in Table 3-2 that:

23 1) are directly assigned to the generation output or capability of the Tier 1 System

Resources; or 2) are incurred because of contracts, operational obligations, memorandums of agreement, treaties, statutes, regulations, court orders, or executive orders, individually or in combination, that create a firm obligation for the Tier 1 System Resources.

Designated System Obligations also includes the portion of BPA's ancillary and control area service obligations that are provided from the Tier 1 System Resources.

"Direct-Service Industrial Customers (DSIs)" means the customers specified in Section 3(8) of the Northwest Power Act, 16 U.S.C. § 839a(8).

"Dispatchable Resource" means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in the CHWM Contract.

"Diurnal" means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).

"Exhibit A" means Exhibit A of a customer's CHWM Contract.

"Existing Capacity Credit" means a capacity credit applied when a Load Following Customer has a Dedicated Resource that is an Existing Resource and that has a peak capacity obligation under the Load Following Customer's Exhibit A that is greater than the monthly average of the Existing Resource's Exhibit A energy obligation, as described in Section 4.3.6.1.

"Existing Public" means that, within the PRDM for purposes of annexation considerations for the RICc and RICm, Existing Public is defined in ordinal relation to a new Public.

"Existing Resource" shall have the meaning as defined in the CHWM Contract.

"Federal Base System (FBS)" meaning as set forth in Section 3(10) of the Northwest Power Act, 16 U.S.C. § 839a(10).

1 **“Federal Columbia River Power System (FCRPS)”** means the integrated power system
2 that includes, but is not limited to, the transmission system constructed and operated by
3 BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the
4 U.S. Army Corps of Engineers and the Bureau of Reclamation.

5 **“Firm Power and Surplus (FPS)”** means the Firm Power and Surplus Products and Service
6 Rate Schedule, or its successor, as established in a Section 7(i) Process.

7 **“Firm Slice Amount”** means a customer’s Slice Percentage multiplied by the CHWM
8 System.

9 **“Firm Surplus”** means the amount of Forecast Firm Inventory remaining after all of BPA’s
10 power obligations are met as calculated in a 7(i) Process.

11 **“Fiscal Year (FY)”** means the period beginning each October 1 and ending the following
12 September 30.

13 **“Forced Outage Reserve Service (FORS)”** means a service that provides an agreed-to
14 amount of capacity and energy during forced outages and other specific events of a
15 qualifying resource as defined in the CHWM Contract.

16 **“Forecast Annual Net Load”** means a customer’s forecast annual Total Retail Load less
17 Existing Resources, Specified Resources added to the Tier 1 Allowance Amount, Consumer-
18 Owned Resources serving On-site Consumer Load, NLSLs, and Above-CHWM Load. This is
19 used for calculating the Tier 1 Marginal Energy True-Up Charge for Block and Slice
20 products, as described in Section 4.2.2.

21 **“Forecast Firm Inventory”** means a forecast quantity of firm power that remains after all
22 obligations are met, except obligations served at a Tier 2 Rate as determined in each 7(i)
23 Process. Forecast Firm Inventory is used solely for determining the Long-Term Tier 2 Rate,
24 as described in Section 5.1.

1 **“Forecast Year”** means the Fiscal Year ending one full year prior to the commencement of
2 a Rate Period.

3 **“General Rate Schedule Provisions (GRSPs)”** means BPA’s published rate schedule as
4 determined in each 7(i) Process.

5 **“Heavy Load Hour (HLH)”** means hours ending 0700 through 2200 hours Pacific
6 Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the
7 North American Electric Reliability Corporation (NERC). BPA may propose to update this
8 definition in a 7(i) Process to conform to standards of the Western Electricity Coordinating
9 Council (WECC), North American Energy Standards Board (NAESB), or NERC.

10 **“Improvement Proposal”** meaning as described in Section 9.2.

11 **“Industrial Firm Power (IP)”** means the rate for firm power sold to a DSI Customer
12 pursuant to Section 7(c) of the Northwest Power Act, 16 U.S.C. § 839e(c).

13 **“Investor-Owned Utility (IOU)”** means a privately owned or publicly traded utility
14 organized under state law as a for-profit corporation to provide electric power service.

15 **“Irreconcilable Conflict”** meaning as described in Section 9.5.

16 **“Irrigation Rate Discount (IRD)”** means a rate discount provided to a qualifying customer
17 with an eligible irrigation load.

18 **“Joint Operating Entity (JOE)”** means an entity that meets the requirements of
19 Section 5(b)(7) of Northwest Power Act, 16 U.S.C. § 839c(b)(7).

20 **“Light Load Hours (LLH)”** means: 1) hours ending 0100 through 0600 and 2300 through
21 2400 hours PPT, Monday through Saturday, and 2) all hours on Sundays and holidays as
22 designated by NERC. BPA may propose to update this definition in a 7(i) process to
23 conform to standards of the WECC, NAESB, or NERC.

1 **“Load Following Customer”** means a customer purchasing the Load Following Product.

2 **“Load Following” or “Load Following Product”** means an amount of Firm Requirements
3 Power sold to a customer to meet its Net Requirement pursuant to BPA’s power product
4 defined in the Load Following purchase obligation under the CHWM Contracts.

5 **“Low Density Discount (LDD)”** means the discount authorized by Section 7(d)(1) of the
6 Northwest Power Act, 16 U.S.C. § 839e(d)(1).

7 **“Marginal Capacity Resource”** means a long-run capacity resource determined in each
8 7(i) Process for purposes of setting the Demand Rate, as described in Section 4.3.4.

9 **“Minimum Required Net Revenue (MRNR)”** means a component of the BPA Revenue
10 Requirement added in a year when rates sufficient to recover accrued expenses would not
11 generate sufficient cash flow to cover cash obligations.

12 **“Mini-Trial”** meaning as described in Section 9.6 definition.

13 **“Net Requirement”** means the amount of electric power that a customer may purchase
14 from BPA to serve its Total Retail Load, minus amounts of its Dedicated Resources shown
15 in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act.

16 **“New Capacity Credit”** means a capacity credit applicable to customers that provide BPA
17 access to capacity not otherwise committed to the customer’s load which, as determined
18 solely by BPA, either: 1) reduces the Administrator’s capacity obligations; or 2) can be used
19 by BPA to help meet the Administrator’s capacity obligations, as described in Section
20 4.3.6.2.

21 **“New Credit”** means an amount of revenue credited to the applicable Cost Pool but for
22 which no credit category exists in Table 2-1.

1 **“New Expense”** means an expense allocable to the applicable Cost Pool but for which no
2 expense category exists in Table 2-1.

3 **“New Large Single Load (NLSL)”** meaning as specified in Section 3(13) of the Northwest
4 Power Act and in BPA’s NLSL policy.

5 **“New Public”** means a Public that is not an Existing Public.

6 **“New Resource Rate (NR)”** means the rate for requirements firm power sold to an
7 investor-owned utility (IOU) or Public customer pursuant to Section 7(f) of the Northwest
8 Power Act, 16 U.S.C. § 839e(c).

9 **“Non-Dispatchable Resource”** shall have the meaning as defined in the CHWM Contract.

10 **“Non-Federal Resource”** means a generating facility or other source of electric power or
11 capability not obtained from BPA.

12 **“Non-Slice” or “Non-Slice Customer”** means Load Following and Block, or Load Following
13 Customer and Block Customer.

14 **“Non-Slice Cost Pool”** means the Tier 1 Cost Pool to which expenses and revenue credits
15 are to be allocated by BPA in accordance with Sections 2.1 and 2.2.1.3, and which are set
16 out on Table 2-1, Section C. The Non-Slice Cost Pool is the basis for the Non-Slice Customer
17 Rate.

18 **“Northwest Power Act”** means the Pacific Northwest Electric Power Planning and
19 Conservation Act, 16 U.S.C. § 839, Public Law No. 96-501, as amended.

20 **“Notice” or “Notify” or “Notification”** means communications posted electronically.

21 **“On-Site Consumer Load”** shall have the meaning as defined in the CHWM Contract.

22 **“Overhead Cost Adder”** means a uniform scalar, set by BPA in each 7(i) Process in
23 accordance with Section 5.2.3, that is designed to compensate the Composite Cost Pool for

1 the general and administrative (overhead) costs associated with BPA's provision of power
2 at Tier 2 Rates.

3 **"Peak Net Requirement"** means a forecast monthly peak load (at 50 percent peak
4 probability) less Dedicated Resource peak amounts as stated in each applicable customer's
5 Exhibit A of the CHWM Contract.

6 **"PF Exchange Rate"** means a rate established pursuant to Section 7(b) of the Northwest
7 Power Act that is applicable to customers participating in the Residential Exchange
8 Program set forth in Section 5(c) of the Act.

9 **"Planned Net Revenues for Risk (PNRR)"** means a risk-mitigation tool defined in BPA's
10 Financial Reserves Policy.

11 **"Power Revenue Requirement"** means the portion of the Total BPA Revenue
12 Requirement functionalized to Power Services.

13 **"Power Services"** means the organization, or its successor organization, within BPA that is
14 responsible for the management and sale of BPA provided electric power.

15 **"Power Services Statement of Revenues and Expenses"** means the financial report of
16 the results of Power Services activities for the reporting period, including depreciation
17 expense and interest. This is also known as the income statement.

18 **"Preliminary Net Requirement"** means a customer's annual Net Requirement prior to
19 accounting for any New Resources a customer may elect to serve its Above-CHWM Load.
20 Preliminary Net Requirement is calculated as the forecasted annual Total Retail Load less
21 Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and
22 Consumer-Owned Resources serving On-Site Consumer Load, as determined in the Above-
23 CHWM Load Process.

1 **“Priority Firm Power (PF)”** means PRDM’s reference to the Section 7(b) rate, as described
2 in the Northwest Power Act.

3 **“Public” or “Public Customer”** means a public body or cooperative utility or federal
4 agency eligible to purchase requirements power from BPA pursuant to Section 5(b) of the
5 Northwest Power Act.

6 **“Public Rate Design Methodology (PRDM)”** means the methodology describing the
7 manner in which BPA will collect a portion of its Power Revenue Requirement from Public
8 customers with a CHWM Contract through a combination of charges, credits, fees, and
9 discounts, as well as the terms and conditions related to any potential changes to the
10 methodology.

11 **“Rate Impact Credit, Capacity (RICc)”** means a dollar credit used to allocate the value of
12 BPA’s embedded cost of capacity, as described in Section 4.5.1.

13 **“Rate Impact Credit, JOE (RICj)”** means a dollar credit specific to the JOE to allow a
14 gradual transition from BPA’s TRM to the PRDM, as described in Section 4.5.3.

15 **“Rate Impact Credit, Mitigation (RICm)”** means a dollar credit to allow a gradual
16 transition from BPA’s TRM to the PRDM, as described in Section 4.5.2.

17 **“Rate Period”** means the period of time during which a specific set of rates established by
18 BPA pursuant to this PRDM will remain in effect, as defined in Section 1.1.

19 **“Rate Period Augmentation”** means the forecast average annual amount of power
20 necessary to achieve load and resource balance after considering all of BPA’s resources
21 (see Tables 3-1, 3-3, 3-4, and 3-5) and obligations (*e.g.*, Designated System Obligations,
22 power needed to serve loads under Section 5 of the Northwest Power Act).

23 **“Request for Offer (RFO)”** means the method used by BPA to solicit bids or proposals
24 from suppliers of power (energy, capacity, or both).

1 **“Resource Support Services (RSS)”** means a suite of services BPA Power Services
2 provides to integrate federal and non-federal resources defined in the CHWM Contract and
3 priced in each 7(i) Process consistent with Section 6.

4 **“Revenue Requirement Table”** means the table established in each 7i) Process setting
5 forth all BPA expenses and revenue credits functionalized to Power Services that BPA will
6 use when implementing the Cost Allocation Method. The line items on the Revenue
7 Requirement Table are similar to those in the Allocated Tiered Cost Table, but without the
8 Cost Pool distinctions.

9 **“Slice Contract”** means a CHWM Contract and all other agreements with Slice Customers
10 that provide for the sale of the Slice/Block Product.

11 **“Slice Cost Pool”** means the Tier 1 Cost Pool to which costs and credits are to be allocated
12 by BPA in accordance with Sections 2.1 and 2.2.1.2 that are specifically and uniquely
13 attributable to the Slice Product, and which are set out on Table 2-1, Section B. The Slice
14 Cost Pool is the basis for the Slice Customer Rate.

15 **“Slice Customer”** means a customer that is purchasing the Slice Product pursuant to the
16 Slice/Block CHWM Contract.

17 **“Slice Percentage”** means the percentage used to determine the amount of the Slice
18 Product a customer purchases, pursuant to its CHWM Contract.

19 **“Slice Product”** means the power product defined in the CHWM Contract with the
20 Slice/Block purchase obligation.

21 **“Slice True-Up Charge”** means the sum of the Slice True-Up Composite Cost Pool Charge
22 and the Slice True-Up Slice Cost Pool Charge, as described in Section 2.8.5.

1 **“Slice True-Up Composite Cost Pool Billing Determinant”** means a quantity expressed
2 in kilowatthours that is multiplied by the Composite Cost Pool Slice True-Up Rate, which
3 determines the Composite Cost Pool True-Up Charge, as described in Section 2.8.

4 **“Slice True-Up Composite Cost Pool Rate”** means a rate expressed in mills per
5 kilowatthour that are multiplied by the Composite Cost Pool Slice True-Up Billing
6 Determinant to establish the Composite Cost Pool Slice True-Up Charges, as described in
7 Section 2.8.

8 **“Slice True-Up Slice Cost Pool Charge”** means a charge that accounts for differences
9 between forecast and actual Slice Cost Pool line items, as described in Section 2.8.3.

10 **“Specified Resources”** shall have the meaning as defined in the CHWM Contract.

11 **“Statement of Intent”** shall have the meaning as defined in the CHWM Contract.

12 **“Supplemental Operating Reserves”** shall mean the capacity used by BPA to provide
13 Operating Reserve – Supplemental Reserve Service pursuant to Schedule 6 of BPA’s Open
14 Access Transmission Tariff. Supplemental Reserve Service is needed to serve load in the
15 event of a system contingency; however, it is not available immediately to serve load but
16 rather within a short period of time. Supplemental Reserve Service is provided by
17 generating units that are online but unloaded, by quick-start generation or by interruptible
18 load or other non-generation resources capable of providing this service.

19 **“Support Services (SS)”** means a suite of services BPA Power Services provides to
20 customers as defined in the CHWM Contract and priced in each 7(i) Process consistent with
21 Section 6.

22 **“Tier 1 Actual Hourly Load”** means the actual amount of a customer’s electric load
23 (measured in kilowatthours) that is recorded on the appropriate metering equipment,
24 adjusted as specified in the applicable agreement, and that was served at Tier 1 Rates

1 during the relevant hour. Generally, for a Load Following Customer, the Tier 1 Actual
2 Hourly Load is the customer's Total Retail Load in each hour, less 1) the applicable
3 Dedicated Resource amounts (excluding New and Existing Capacity Credit amounts)
4 serving the customer's TRL in that hour; 2) power purchased at the NR Rate in that hour;
5 3) Consumer-Owned Resources serving On-site Consumer Load; and 4) power purchased
6 at Tier 2 Rates in that hour. For the Block Product, the Tier 1 Actual Hourly Load is equal to
7 the contractually established Block amount for each hour. The monthly maximum Actual
8 Tier 1 Load for the Block Product is equal to the monthly maximum contractually
9 established Block amount plus any contractually defined shaping capacity amount.

10 **"Tier 1 Allowance Amount"** shall have the meaning as defined in the CHWM Contract.

11 **"Tier 1 Composite Energy Charge"** means the product of a customer's Tier 1 Energy
12 Charge Billing Determinant and the Tier 1 Composite Energy Rate, as described in Section
13 4.1.1 and 4.1.2.

14 **"Tier 1 Composite Energy Rate"** means the energy rate that recovers the costs and credits
15 allocated to the Composite Cost Pool, as described in Section 4.1.2.

16 **"Tier 1 Costs"** means the expenses identified on Table 2-1 that are allocated to any Tier 1
17 Cost Pool. Table 2-1 specifies to which Tier 1 Cost Pool each Tier 1 Cost is to be allocated.

18 **"Tier 1 Cost Pools"** means the three Cost Pools to which BPA allocates Tier 1 Costs. The
19 Tier 1 Cost Pools are the Composite Cost Pool, the Slice Cost Pool, and the Non-Slice Cost
20 Pool.

21 **"Tier 1 Credits"** means the credits identified on Table 2-1 that are allocated to any Tier 1
22 Cost Pool. Table 2-1 specifies to which Tier 1 Cost Pool each Tier 1 Credit is to be allocated.

23 **"Tier 1 Demand Charge"** means the product of the Demand Charge Billing Determinant
24 and the Tier 1 Demand Rate, as described in Section 4.3.

1 **“Tier 1 Demand Charge Billing Determinant”** means the measurement of capacity use
2 associated with customer load served by the Load Following and Block Products, expressed
3 in kilowatts per month, to which the Tier 1 Demand Rate will be applied, resulting in a Tier
4 1 Demand Charge billed by BPA, as described in Section 4.3.1.

5 **“Tier 1 Demand Rate”** means a rate expressed in mills per kilowatt per month applied to
6 the Tier 1 Demand Charge Billing Determinant, resulting in a Tier 1 Demand Charge billed
7 by BPA, as described in Section 4.3.4.

8 **“Tier 1 Demand Rate Adjustment Cap”** means a monthly limit on upward changes to the
9 Demand Rate between Rate Periods, as described in Section 4.3.5.

10 **“Tier 1 Energy Charges”** means charges described in Section 4.1, determined in each 7(i)
11 Process, and calculated by multiplying Tier 1 energy rates by Tier 1 Energy Charge Billing
12 Determinants.

13 **“Tier 1 Energy Charge Billing Determinants”** means the quantity of Tier 1 energy, as
14 described in Section 4.1.1

15 **“Tier 1 Composite Energy Rate”** means a rate that recovers the costs and credits allocated
16 to the Composite Cost Pool, expressed in mills per kilowatthour, as described in Section 4.1.

17 **“Tier 1 Load”** means power sold at the Tier 1 Rate.

18 **“Tier 1 Customer System Peak (CSP)”** means a customer’s maximum Actual Hourly Tier 1
19 Load (in kilowatts) in a month.

20 **“Tier 1 Firm System Output”** means the firm output of the Tier 1 System Resources
21 adjusted for non-power constraints and not reduced for Designated System Obligations.

22 **“Tier 1 Marginal Energy True-Up (METU)”** means an end-of-Fiscal-Year process that
23 evaluates the difference between forecast and actual energy usage and aligns that

1 difference with appropriate Tier 1 rate and market-based pricing levels, as described in
2 Section 4.2

3 **“Tier 1 Marginal Energy True-Up Charge”** means an annual charge or a credit that
4 accounts for differences between forecast and actual energy, as described in Section 4.2.

5 **“Tier 1 Marginal Energy True-Up Billing Determinant”** means the measurement of
6 energy expressed in kilowatthours to which the Tier 1 Marginal Energy True-Up Rate will
7 be applied, resulting in a Tier 1 Marginal Energy True-Up Charge or Credit billed by BPA, as
8 described in Sections 4.2.1 and 4.2.2.

9 **“Tier 1 Marginal Energy True-Up Rate”** means a rate expressed in mills per kilowatthour
10 applied to the Tier 1 Marginal Energy True-Up Billing Determinant resulting in a Tier 1
11 Marginal Energy True-Up Charge or Credit billed by BPA, as described in Section 4.2.3.

12 **“Tier 1 Non-Slice Capacity Acquisitions”** means the portion of BPA’s capacity resource
13 acquisition made exclusively for meeting its Tier 1 Non-Slice load obligations.

14 **“Tier 1 Non-Slice Energy Charge”** means the product of a customer’s Tier 1 Energy
15 Charge Billing Determinant and the Tier 1 Non-Slice Energy Rate, as described in Section
16 4.1.1 and 4.1.3.

17 **“Tier 1 Non-Slice Energy Rates”** means the energy rates that recover costs and credits
18 allocated to the Non-Slice Cost Pool and a portion of the costs and credits allocated to the
19 Composite Cost Pool, as described in Sections 4.1.2 and 4.1.3.

20 **“Tier 1 Peak Load Variance Charge (PLVC)”** means a charge, or charges, for a PLVS, to be
21 determined in each 7(i) Process in accordance with Section 4.4.

22 **“Tier 1 Peak Load Variance Service (PLVS)”** means a resource-capacity planning-based
23 service for instances when planned load exceeds expected load forecast values.

1 **“Tier 1 Rate”** means the rates and charges in BPA’s Wholesale Power Rate Schedules,
2 established in accordance with the PRDM Chapter 4, as applicable, and its GRSPs (or their
3 successors) established during a 7(i) Process.

4 **“Tier 1 Secondary Energy”** means the amount of electric energy BPA forecasts in a 7(i)
5 Process that will be produced by the Tier 1 System Resources in excess of the Tier 1 Firm
6 System Output.

7 **“Tier 1 Secondary Energy Credit”** means the revenue credit allocated to the Non-Slice
8 Cost Pool from the disposition of Tier 1 Secondary Energy, as forecast in a 7(i) Process.

9 **“Tier 1 Slice Energy Charge”** means the product of a customer’s Firm Slice Amount and
10 the Slice Tier 1 Energy Rate, as described in Section 4.1.1 and 4.1.4.

11 **“Tier 1 Slice Energy Rate”** means rates expressed in mills per kilowatthour applied to the
12 Slice Energy Billing Determinant, resulting in a Slice Tier 1 Charge billed by BPA, as
13 described in Section 4.1.4

14 **“Tier 1 System Resources”** means the resources listed in Table 3-1, as updated for any
15 new resources, including market purchases, that BPA determines are needed to meet its
16 CHWM obligations.

17 **“Tier 2 Costs”** means the costs and credits that BPA will identify in Table 2-1 and allocate
18 to the appropriate Tier 2 Cost Pool during the applicable 7(i) Process.

19 **“Tier 2 Cost Pools”** means the cost pools comprised of costs and revenues attributable to
20 each Tier 2 Rate Alternative in accordance with Sections 2.1, 2.2.1.4, and 5.1, and which are
21 set out on Table 2-1, Section D. Each respective Tier 2 Cost Pool is the basis for its
22 associated Tier 2 Rate Alternative.

23 **“Tier 2 Load”** means power sold at the Tier 2 Rate.

1 **“Tier 2 Long-Term Alternative”** means a contractual option a customer elects for serving
2 its Above-CHWM Load at the Tier 2 Long-Term Rate, as described in the CHWM Contract.

3 **“Tier 2 Long-Term Change Charge”** means a charge associated with a customer’s election
4 to change its Tier 2 Long-Term Alternative election as established in each 7(i) Process, as
5 described in Section 5.4.1.

6 **“Tier 2 Long-Term Change Fee”** means a fee associated with a customer’s election to
7 change its Tier 2 Long-Term Alternative election as established in each 7(i) Process, as
8 described in Section 5.4.1.

9 **“Tier 2 Long-Term Charge”** means the product of the Tier 2 Long-Term Rate and the
10 amount of power to be purchased by a customer at the Tier 2 Long-Term Rate for each rate
11 period consistent with the customer’s Above-CHWM Load election, as described in Section
12 5.1.

13 **“Tier 2 Long-Term Cost Pool”** means the cost pool comprised of costs and revenues
14 attributable to the Tier 2 Long-Term Rate in accordance with Sections 2.1, 2.2.1.4, 5.1, 5.2,
15 and 5.3, and which are set out on Table 2-1, Section D. The Tier 2 Long-Term Cost Pool is
16 the basis for the Tier 2 Long-Term Rate. .

17 **“Tier 2 Long-Term Path”** means a contractual option a customer elects for serving, all or a
18 partial amount, of its Above-CHWM Load with power priced at the Tier 2 Long Term Rate
19 as described in the CHWM Contract.

20 **“Tier 2 Long-Term Rate”** means rate or rates established in each 7(i) Process aimed at
21 recovering only the costs of the Tier 2 Long-Term Cost Pool, expressed in mills per
22 kilowatthours, which are multiplied by the amount of power to be purchased by a customer
23 at the Tier 2 Long-Term Rate for each Rate Period consistent with the customer’s Above-

CHWM Load election, as described in Sections 5.1 and 5.2, to determine the customer's Tier 2 Long-Term Charge.

"Tier 2 Flexible Above-CHWM Path" means a customer election to serve Above CHWM Load with 1) Firm Requirements Power at the Tier 2 Short Term Rate, 2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, 3) Dedicated Resources, or 4) a combination of amounts of 1), 2) and 3), as stated in the CHWM Contract.

"Tier 2 Rate" means the rates and charges in BPA's Wholesale Power Rate Schedules, established in accordance with the PRDM Chapter 5, as applicable, and its GRSPs (or their successors) established during a 7(i) Process.

"Tier 2 Rate Alternative" means either a Tier 2 Short-Term Rate, a Tier 2 Long-Term Rate or a Tier 2 Vintage Rate at which customers may elect to purchase Firm Requirements Power as described in the CHWM Contract.

"Tier 2 Short-Term Alternative" means a contractual option a customer elects for serving its Above-CHWM Load at the Tier 2 Short-Term Rate, as described in the CHWM Contract.

"Tier 2 Short-Term Charge" means the product of the Tier 2 Short-Term Rate and the amount of power to be purchased by a customer at the Tier 2 Short-Term Rate for each Rate Period consistent with the customer's Above-CHWM Load election, as described in Section 5.1.

"Tier 2 Short-Term Cost Pool" means the cost pool comprised of costs and revenues attributable to the Tier 2 Short-Term Rate in accordance with Sections 2.1, 2.2.1.4, 5.1, 5.2, and 5.3, and which are set out on Table 2-1, Section D. The Tier 2 Short-Term Cost Pool is the basis for the Tier 2 Short-Term Rate.

"Tier 2 Short-Term Rate" means a rate or rates established in each 7(i) Process aimed at recovering only the costs of the Tier 2 Short-Term Cost Pool which are multiplied by the

1 amount of power to be purchased by a customer at the Tier 2 Short-Term Rate for each rate
2 period consistent with the customer's Above-CHWM Load election, as described in Sections
3 5.1 and 5.2, to determine the customer's Tier 2 Short-Term Charge.

4 **"Tier 2 Vintage Alternative"** means a contractual option a customer elects for serving its
5 Above-CHWM Load at a Tier 2 Vintage Rate.

6 **"Tier 2 Vintage Charge"** means the product of a Tier 2 Vintage Rate and the amount of
7 power to be purchased by a customer at such Tier 2 Vintage Rate for each Rate Period
8 consistent with the customer's Above-CHWM Load election, as described in Sections 5.1
9 and 5.5.

10 **"Tier 2 Vintage Cost Pool(s)"** means the cost pool(s) comprised of costs and revenues
11 attributable to the Tier 2 Vintage Rate(s) in accordance with Sections 2.1, 2.2.1.4, 5.1, 5.2,
12 5.3, and 5.5, which are set out on Table 2-1, Section D. The Tier 2 Vintage Cost Pool(s) is
13 the basis for the Tier 2 Vintage Rate(s).

14 **"Tier 2 Vintage Rate"** means a rate or rates established in each 7(i) Process aimed at
15 recovering only the costs of the Tier 2 Vintage Cost Pool(s), which are multiplied by the
16 amount of power to be purchased by a customer at the Tier 2 Vintage Rate for each Rate
17 Period consistent with the customer's Above-CHWM Load election, as described in Sections
18 5.1, 5.2, and 5.5, to determine the customer's Tier 2 Vintage Charge.

19 **"Tiered Rate Methodology (TRM)"** means BPA's rate methodology applicable from
20 October 1, 2012, through September 30, 2028.

21 **"Total BPA Revenue Requirement"** means the total amount of costs that BPA must
22 recover as established in BPA's Revenue Requirement Study in a 7(i) Process.

23 **"Total Retail Load (TRL)"** means all retail electric power consumption, including electric
24 system losses, within a customer's electrical system, excluding:

- 1) those loads BPA and the customer have agreed are non-firm or interruptible loads,
- 2) loads of other utilities served by such customer, and
- 3) any loads not on such customer's electrical system or not within such customer's service territory, unless specifically agreed to by BPA.

"Transmission Services" means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.

"Unanticipated Load" means a load that BPA is obligated to serve under the Northwest Power Act, but for which BPA has not had notice to serve as required by the CHWM Contract or General Rate Schedule Provisions (GRSP) in order for a customer to receive service at Tier 1 Rate or Tier 2 Rate.

"Unanticipated Load Service Rate (ULS)" means a rate applied to Unanticipated Load.

"Unauthorized Increase (UAI)" means a charge applied to a customer taking more power from BPA than it is contractually entitled to take.

"Unused CHWM" means the difference between a customer's CHWM amount and the amount of power the customer is allowed to purchase at a Tier 1 Rate for a given rate period.

"Variable Energy Resource" means a Specified Resource where the energy output cannot be intentionally shifted between time periods or days, and which has capacity capability less than the energy capability as defined in CHWM Contract.

"Vintage Resource" means the output of a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years that forms the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate.

APPENDIX B
COST VERIFICATION PROCESS FOR THE SLICE TRUE-UP ADJUSTMENT
CHARGE

1. Slice True-Up Adjustment Charge and Agreed-Upon Procedures

- a) Upon completion of the BPA annual audit, BPA will calculate the Slice True-Up Adjustment Charge for the Fiscal Year just concluded, consistent with the requirements of Section 2.7 of the PRDM and the Allocated Tiered Cost Table (Table 2-1 of the PRDM) as established in the applicable 7(i) Process. BPA will provide notification to the Slice Customers of the Slice True-Up Adjustment Charge applicable to all Slice Customers.
- b) After such notification, BPA will post for review by customers the PRDM Cost Allocation Tables (i.e., Composite, Non-Slice, and Slice Cost Pools) reflecting the actual expenses and revenue credits from the Fiscal Year just concluded. The Slice True-Up Adjustment Charge applicable to each Slice Customer will not be posted. Following the posting of the Cost Allocation Tables, BPA will allow 15 Business Days for the identification by any customer of any Slice True-Up Adjustment issue for consideration by BPA for inclusion in the Agreed-Upon Procedures (AUPs). AUPs are defined as services falling under the category of miscellaneous financial services provided to BPA by an external auditor, which are covered contractually between BPA and an external auditor.
- c) After the identification of such issues, BPA will draft the tasks to be included in the AUPs to address such issues. The proposed tasks will be posted for all customers to review together with a deadline (not to exceed 10 Business Days from the date of the posting) for requests to include additional tasks. Customers will have an opportunity to consult with BPA regarding the specific tasks for inclusion in the AUPs and to request the inclusion of tasks additional to the proposed tasks posted

1 by BPA. BPA will finalize the AUPs, which will include all proposed tasks included in
2 BPA's initial posting and any additional tasks requested by customers. However,
3 BPA may exclude any requested additional task that BPA reasonably determines:
4 1) is without merit; 2) would be immaterial to the calculation of the Slice True-Up
5 Adjustment; 3) is a matter outside the scope of the Slice True-Up calculations as
6 provided in Section 1a; or 4) challenges an allocation between Slice and non-Slice
7 Customers previously determined in a 7(i) Process. BPA will decide whether the
8 AUPs will be performed by BPA's auditor or an external auditor selected by BPA.

- 9 d) The AUPs will describe the specific tasks to be performed, the deliverables expected,
10 and the timeframe the auditor will have to complete the specific tasks. The AUPs
11 are procedures for the performance of specific tasks that the auditor agrees to
12 perform and that specify the depth and scope of the work to be performed. The
13 AUPs are not subject to, and do not give rise to, audit standards, responsibilities, or
14 liabilities, and the auditor will not express an audit opinion on the specific tasks
15 performed under the AUPs. For the Slice True-Up Adjustment, the scope of work
16 will be constrained to verify that BPA's Slice True-Up Adjustment contains only
17 those expenses or revenue credits permitted to be included in—and does not
18 contain any expenses or revenue credits that should be excluded from—the Slice
19 Rate pursuant to the PRDM and the applicable Cost Allocation Table established in
20 the applicable 7(i) Process. BPA and the auditor will determine the means used to
21 perform the scope of work in the AUPs to minimize the workload of such AUPs.
22 BPA's accounting policies and standards, management decisions, and other policies
23 are not subject to review and question.

24 25 **2. Cost Verification for Slice True-Up**

- 26 a) The cost verification for Slice True-Up will commence after 1) completion of BPA's
27 annual audit; 2) Slice Customers are notified of the Slice True-Up Adjustment

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Appendix B

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Charge; 3) all customers have been provided the opportunity to review the Cost Allocation Tables with Fiscal Year actual amounts listed in the applicable expense and revenue credit categories;(4) all customers have had an opportunity to address Slice True-Up Adjustment issues for consideration by BPA to be included in the AUPs and an opportunity to review the draft list of AUP tasks; 5) the auditor has completed all of the finalized tasks and provided to BPA the results of the AUPs; and 6) BPA has released the AUP results to all customers.

- b) The auditor will have approximately 120 calendar days after the date Slice Customers receive their notification of the Slice True-Up Adjustment Charge for a Fiscal Year to complete the finalized tasks in the AUPs and provide the results to BPA.

3. Cost Verification Workshops

- a) The cost verification workshops will be publicly noticed and open to all customers and interested parties. The first workshop will include BPA presentations on and its review of the calculation of the Slice True-Up Adjustment and the results of the AUPs. At this workshop, customers will review the materials presented and may pose questions.
- b) BPA will establish a 15 Business Day comment period during which customers and interested parties may submit written comments on the AUP results and the issues that were raised during the initial workshop related to the Slice True-Up Adjustment.
- c) Promptly following the close of the comment period pursuant to Section 3b, BPA will hold at least one follow-up workshop to address all issues raised during the initial workshop and the comment period. Upon customer request, if agreed to by

1 BPA, and if provided for in the retention agreement between BPA and the auditor,
2 BPA will request that the auditor who performed the AUPs attend the follow-up
3 workshop and provide clarification to questions raised related to the AUP results.
4

5 **4. BPA's Draft Response, Third-Party Review Process, and BPA's Final Response**

- 6 a) BPA will issue within 15 Business Days of the close of the last follow-up workshop a
7 Draft Response addressing any submitted written comments on the AUP results and
8 issues raised in the comment period. BPA will provide a copy of such draft response
9 to all parties who submitted comments on BPA's initial response.
- 10 b) Any customer or interested party who is aggrieved by BPA's Draft Responses
11 regarding the Slice True-Up Adjustment may request a neutral third-party non-
12 binding review process by providing written notice, within 10 Business Days (notice
13 period) of the issuance of the Draft Response, to BPA and all parties who submitted
14 comments. The notice will contain a concise statement of each BPA Draft Response
15 that is disputed and an explanation of the nature and basis of the grievance.
- 16 c) If no party requests the neutral third-party non-binding review process within the
17 notice period, then neutral third-party review will be waived by all parties for all
18 purposes for the applicable cost verification for Slice True-Up, and BPA will take the
19 actions necessary to implement the decisions set out in its Draft Response document
20 including, but not limited to, any further adjustment of payment(s) or credit(s) to
21 Slice Customers.
- 22 d) Any issue raised pursuant to Section 4b above will be forwarded to the neutral third
23 party for non-binding review unless BPA reasonably determines that such issue is
24 inappropriate for third-party non-binding review because it concerns: 1) the
25 allocation of a New Expense; 2) matters that are immaterial to the calculation of the

1 Slice True-Up Adjustment; or 3) matters that are outside the scope of the cost
2 verification process for the Slice True-Up Adjustment as set forth in Section 1a
3 above. Any such Slice True-Up Adjustment issues that are excluded from non-
4 binding review will be determined by BPA without reference to the neutral third
5 party, and BPA's decision will be part of and communicated at the same time as,
6 BPA's Final Decision provided for in Section 4h below. If such issues excluded from
7 non-binding review are subsequently decided in a 7(i) Process, and as a
8 consequence of BPA's 7(i) Process review of the issue, different decisions are made
9 and result in a different Slice True-Up Adjustment, the positive or negative
10 difference will be either charged or credited, as the case may be, to the Slice
11 Customers with interest as provided for consistent with the requirements of
12 Section 2.8.4 of the PRDM.

- 13 e) In accordance with Section 4b, BPA will promptly – following the close of the notice
14 period – notify each customer or interested party who is aggrieved by one or more
15 of BPA's Draft Responses as to whether the issue(s) will be forwarded to a third-
16 party non-binding review process. If there is to be a non-binding third-party review
17 process, BPA will promptly appoint the neutral third party.
- 18 f) If the issue(s) is to be submitted to a third-party non-binding review process, the
19 issue(s) will be submitted to the neutral third-party expert by written submission.
20 Such written submissions shall be submitted to the third-party expert not later than
21 20 Business Days after the posting of the third-party appointment on the BPA
22 website, and will not exceed 50 double-spaced pages (12 point font; 26 lines, except
23 for single-spaced quotes), together with exhibits not in excess of 50 pages. The
24 third-party expert may pose questions to any party making a submittal and may
25 permit oral argument on some or all of the issues presented, at his or her discretion.

1 The third-party expert will issue a written opinion on all matters at issue within 30
2 Business Days of the later of the written submittals or oral argument.

- 3 g) The third-party expert must have a level of experience with the utility industry of
4 not less than 10 years, with knowledge of accounting, cost allocation, and rate-
5 setting methodology and practices. The third-party expert will be selected by BPA
6 in consultation with the customers participating in the third-party non-binding
7 process.
- 8 h) Upon completion of the third-party non-binding review process, BPA will provide a
9 Final Response disposing of the issues and questions dealt with in the opinion of the
10 third-party expert. In such Final Response, BPA may either adopt in whole or in
11 part or reject in whole or in part the disposition of the issues and questions in the
12 opinion of the third-party expert. The Final Response will also include BPA's
13 decisions on the issues not referred to the third party pursuant to Section 4d above.
14 Upon the issuance of such Final Response, BPA will take the actions necessary to
15 implement the decisions set out in its Final Response document, including but not
16 limited to any further adjustment of payment(s) or credit(s) to Slice Customers.

Appendix C

Determination of LDD Eligible Discount Percentage

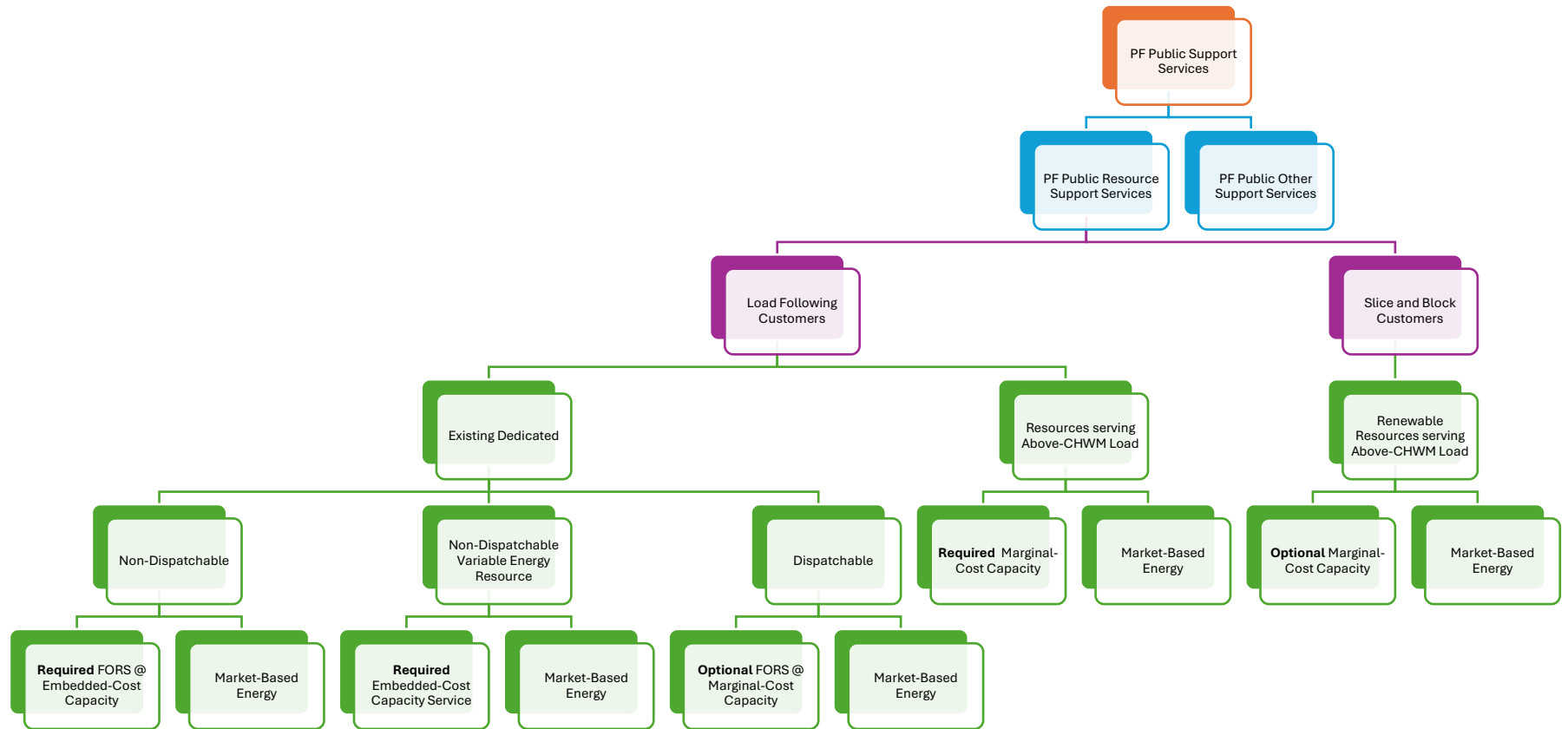
An example LDD Percentage Discount Table with a specified maximum total eligible discount percentage is shown below. A table like it will be used to determine an eligible discount percentage for each customer. PRDM Chapter 8 must be consulted for a full description and necessary related information.

The eligible discount percentage will be the sum of the two potential discount percentages for which the customer qualifies. The total eligible discount percentage will not exceed 9 percent and may be adjusted pursuant to LDD Phase-In Adjustment, and Additional Adjustment for Very Low-Densities.

Percentage Discount	Applicable Range for kWh/Investment (K/I) Ratio	Applicable Range for Consumers/Mile (C/M) Ratio
0.0%	$36 < X$	$12 < X$
0.5%	$33 < X \leq 36$	$11 < X \leq 12$
1.0%	$30 < X \leq 33$	$10 < X \leq 11$
1.5%	$27 < X \leq 30$	$9 < X \leq 10$
2.0%	$24 < X \leq 27$	$8 < X \leq 9$
2.5%	$21 < X \leq 24$	$7 < X \leq 8$
3.0%	$18 < X \leq 21$	$6 < X \leq 7$
3.5%	$15 < X \leq 18$	$5 < X \leq 6$
4.0%	$12 < X \leq 15$	$4 < X \leq 5$
4.5%	$9 < X \leq 12$	$3 < X \leq 4$
5.0%	$6 < X \leq 9$	$2 < X \leq 3$
5.5%	$3 < X \leq 6$	$1 < X \leq 2$
6.0%	$X \leq 3$	$X \leq 1$

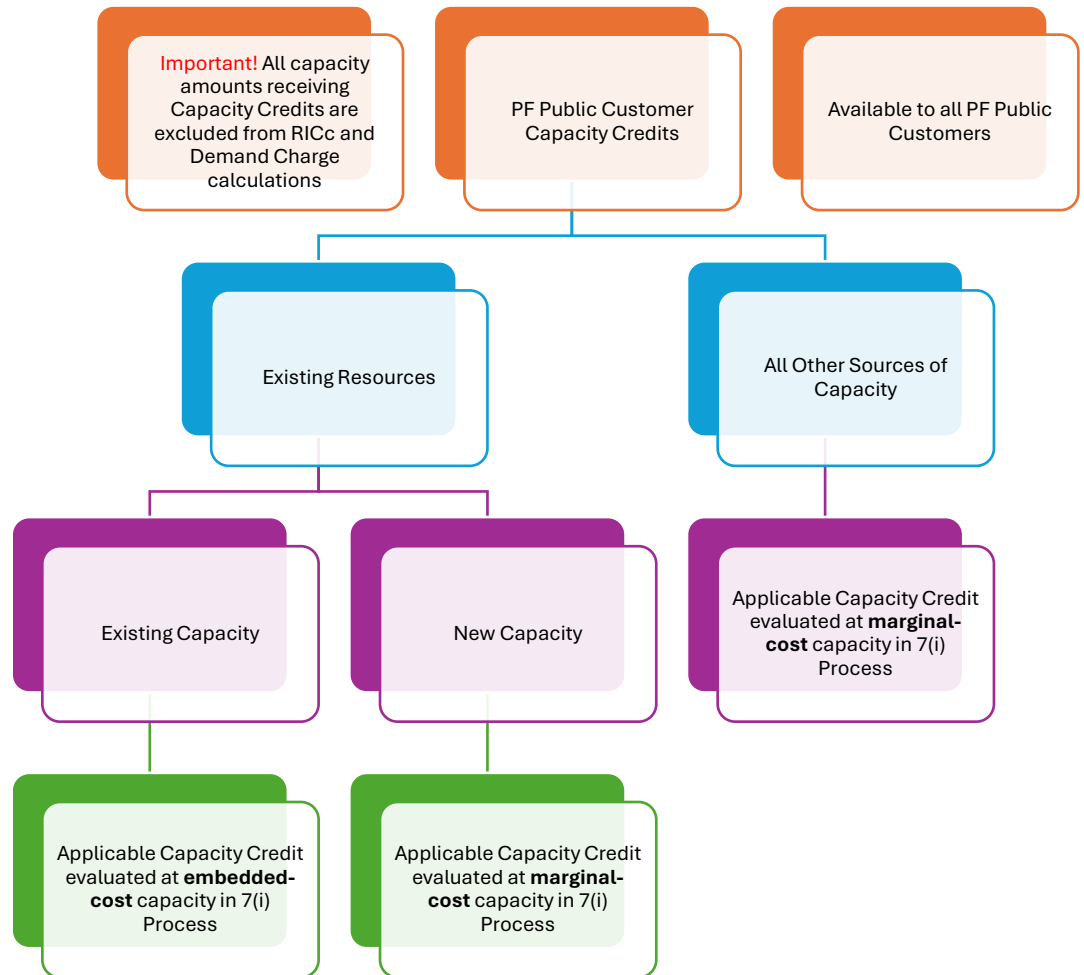
Appendix D

Support Services Framework



Appendix E

Capacity Credits Framework



Appendix F

RICc Example Calculation

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Month	October	November	December	January	February	March	April	May	June	July	August	September
2	FY 2029 Hours	744	721	744	744	672	743	720	744	720	744	744	720
3	FY 2030 Hours	744	721	744	744	672	743	720	744	720	744	744	720
4	Example Demand Rate (\$/kW/mo)	15.21	11.88	14.31	13.09	13.65	8.78	6.71	2.58	4.53	15.32	16.16	18.18
5	Example Embedded Cost of Capacity - ECC (\$/kW/mo)	6.49	5.07	6.1	5.58	5.82	3.74	2.86	1.1	1.93	6.53	6.89	7.75
6	FY2029 Tier 1 Energy (kWh)	63,240,000	61,285,000	66,960,000	70,680,000	60,480,000	63,155,000	57,600,000	59,520,000	54,000,000	63,240,000	66,960,000	68,400,000
7	FY2030 Tier 1 Energy (kWh)	66,402,000	64,349,250	70,308,000	74,214,000	63,504,000	66,312,750	60,480,000	62,496,000	56,700,000	66,402,000	70,308,000	71,820,000
8	FY2029 Tier 1 Energy (akWh)	85,000	85,000	90,000	95,000	90,000	85,000	80,000	80,000	75,000	85,000	90,000	95,000
9	FY2030 Tier 1 Energy (akWh)	89,250	89,250	94,500	99,750	94,500	89,250	84,000	84,000	78,750	89,250	94,500	99,750
10													
11	FY2029 Greater of:												
12	FY2029 Elected Shaping Amount (kW)	15,000	15,000	22,500	31,667	10,000	4,474	-	-	-	4,474	22,500	10,556
13	FY2029 Eligible Shaping Amount Assuming 10% (kW)	8,500	8,500	9,000	9,500	9,000	8,500	8,000	8,000	7,500	8,500	9,000	9,500
14	FY2029 RICc DemandBD Value (kW)	15,000	15,000	22,500	31,667	10,000	8,500	8,000	8,000	7,500	8,500	22,500	10,556
15													
16	FY2030 Greater of:												
17	BP-29 FY2030 Elected Shaping Amount (kW)	15,750	15,750	23,625	33,250	10,500	4,697	-	-	-	4,697	23,625	11,083
18	FY2030 Eligible Shaping Amount Assuming 10% (kW)	8,925	8,925	9,450	9,975	9,450	8,925	8,400	8,400	7,875	8,925	9,450	9,975
19	FY2030 RICc DemandBD Value (kW)	15,750	15,750	23,625	33,250	10,500	8,925	8,400	8,400	7,875	8,925	23,625	11,083
20													
21	DemandRate minus ECC (row 4 minus row 5) (\$/kW/mo)	8.72	6.81	8.21	7.51	7.83	5.04	3.85	1.48	2.6	8.79	9.27	10.43
22	FY2029 RICc Numerator (\$)	\$ 130,800	\$ 102,150	\$ 184,725	\$ 237,817	\$ 78,300	\$ 42,840	\$ 30,800	\$ 11,840	\$ 19,500	\$ 74,715	\$ 208,575	\$ 110,094
23	FY2030 RICc Numerator (\$)	\$ 137,340	\$ 107,258	\$ 193,961	\$ 249,708	\$ 82,215	\$ 44,982	\$ 32,340	\$ 12,432	\$ 20,475	\$ 78,451	\$ 219,004	\$ 115,599
24	Sum RICc Numerator (\$)	\$ 2,525,920											
25	Sum RICc Denominator (sum row 6 and row 7) (kWh)	1,548,816,000											
26	Customer RICc (mills/kWh)	1.63											

* As stated in Section 4.5.1, as an alternative to the above example calculation, a Block or Slice Product customer can also elect, at CHWM Contract signing, to have its RICc calculated using FY 2029 Peak Net Requirement data and its FY 2029 weather-normalized loads as established through the BP-29 7(i) Process.

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Council Study Session

Date: October 20, 2025

Agenda Item	Ownership of City Buildings – City Hall
Department	Legal
From	Johan Pietila, City Attorney

TIME ESTIMATE

30 minutes

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

The purpose of this communication is to provide background, correct inaccurate information both recent and longstanding, highlight certain issues relating to City Hall, and request guidance from the Council. Staff have been working to highlight real property owned by the City which has clouded or encumbered titles.

POLICIES, PLANS & GOALS SUPPORTED

Evaluate real property and facility assets to strategically support city mission and goals. This pertains in part to the facilities master plan, in that staff has been working to highlight real property owned by the City which have clouded or encumbered titles, and work towards effective and efficient use of City resources. Further, it is to advise council of potential risk, whether a decision to act is directed or not.

BACKGROUND AND ADDITIONAL INFORMATION

The Ashland City Hall at 20 East Main Street is owned by the City of Ashland but is subject to restrictions from an 1884 deed from John R. Helman and Mary Helman. The deed contains a reversionary clause: if City Hall and its adjoining Plaza are not used as a public square, jail, and town hall, rights may revert to the Helman heirs. The building was constructed in 1891, expanded in 1913 and 1995. The deed and its clouded title have complicated the City's ability to freely use, responsibly renovate, or eventually divest of the building. There are legal risks associated with both action and inaction.

City Hall currently serves 13 employees in Administration, HR, Recorder, and Attorney offices. City buildings are distributed across Ashland for its 11 departments. Utility costs, functional inefficiencies, and outdated infrastructure (structural/seismic, HVAC, ADA, electrical) have driven repeated council reviews and studies since 2015. City Hall is listed as a historically significant resource, and any work or disposition must comply with preservation guidelines and possible oversight.

The Council has reviewed options including renovation, reconstruction, relocation, and consolidation many times since 2015 (arguably since 1994), but legal, cost, and operational issues have stalled a final decision. Council should direct staff to pursue a quiet title action to secure ownership and eliminate the deed risk, and then consider infrastructure investments or program changes with greater certainty and flexibility. If Council wishes not to pursue quiet title, all future major actions carry risk—either of financial loss, inability to transfer/sell, or legal dispute over use violations.

FISCAL IMPACTS

At this point, there are no financial impacts other than staff time. There would be direct and indirect costs associated with filing an action. It is not possible to accurately estimate the fiscal impact of potential liability. Staff are providing background information and requests direction from council as to how they would like to proceed. Reinforcements and renovations to bring building up to code would require significant financial investments.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

1. Direct staff to initiate quiet title proceedings.





Council Study Session

2. Proceed with infrastructural assessments and policy/planning only after clarifying ownership by court action.
3. Maintain transparency and document diligence to prevent future claims by the Helman heirs or others.
 1. Potential lot line adjustments
 2. County Recordings

REFERENCES & ATTACHMENTS

1. 1994-09-05 City Hall Seismic Study - Miller Eng
2. 2016-01-27 Stamped Report - Watson
3. 2016-11-21 City Hall Feasibility Report - ORW
4. Cost Estimate Updates (SAF 10.17.2022)
5. Copy of McKinstry City Hall FCA Analysis
6. 2015-06-15_CC_City_Hall
7. 2016-02-01_CC_City_Hall_Seismic_Analysis_Update
8. 2016-06-20_CC_City_Hall_Replacement_Feasibility_Study
9. 2016-10-17_CC_City_Hall_Replacement_Feasibility_Study
10. 2017-01-17_CC_Replacement of City Hall
11. 2017-10-03_CC_ad hoc City Hall Presentation
12. 2017-10-17_CC_City Hall Options Discussion
13. 2017-12-04_CC_City_Hall
14. 2018-02-05_CC_City Hall Discussion Phase 1 Prelim Results
15. 2018-07-03_CC_Award ORW City Hall Concepts
16. 2019-06-03_SS_City Hall Seismic Rehab Concept and Cost
17. 2019-09-30_CC_City Hall Seismic Rehab Concept and Estimate
18. 2019-10-15_CC_City Hall Direction
19. 2019-12-03_CC_City Hall Phase 2 ORW
20. 2020-02-04_CC_Capital Bond_Mayor Recommendation
21. 2020-02-18_CC_Capital Bond_Mayor Recommendation
22. 2020-03-02_CC_City Hall Construction_CCFinal
23. 2020-04-21_CC_City Hall Preservation Findings



**SEISMIC EVALUATION
FOR
CITY OF ASHLAND, OREGON**

August 5, 1994

prepared by

**Miller-Gardner, Inc.
9570 SW Barbur Blvd., Suite 100
Portland, Oregon 97219**

August 5, 1994

Mr. John McLaughlin
Planning Director
City of Ashland
20 East Main Street
Ashland, OR 97520

Subject: Seismic Evaluation Report for City of Ashland City Hall
(File #940250)

Dear Mr. McLaughlin:

Attached you will find three (3) sets of our **Seismic Evaluation Report for the City of Ashland City Hall**.

We would like to express our appreciation for your assistance with our site investigation. We are proceeding with the design phase of this project and will contact you about the south addition and elevator.

If you have any questions, please contact this office.

Respectfully,

Miller-Gardner, Inc.

Raymond T. Miller, P.E.

RTM:km

Encls.



SEISMIC EVALUATION - CITY HALL

ASHLAND, OREGON

Introduction

The City of Ashland, Oregon has contracted Miller-Gardner, Inc. (MGI) to provide engineering services for the seismic upgrade of the Ashland City Hall. The purpose of this evaluation is to provide information to upgrade the building to a minimum standard of safety required to protect the occupants during an earthquake. To meet this requirement, this report addresses the following items:

- Evaluate the building for compliance with the State of Oregon's Structural Specialty Code (Based on the 1991 Uniform Building Code) for Seismic Zone 3 criteria.
- Examine proposed repairs to the building in order of priority, and consider alternatives when possible.
- Provide a cost estimate for the seismic retrofit including both structural and cosmetic repairs.

The City of Ashland has requested that modifications to the building be prioritized based on public exposure to existing building hazards, and that a cost estimate be included. In addition, the work needs to be completed with minimum disruption to city operations and personnel.

This report will also address the proposed second floor addition at the south end of the building. The addition will be constructed above the existing one-story section and will incorporate an elevator for handicapped accessibility.

The seismic evaluation is based on visual observations made by staff members of MGI during a site investigation conducted on June 28, 1994. No destructive testing was done. In addition, drawings of the most recent remodel were provided by the City of Ashland. John McLaughlin, of the City of Ashland, accompanied the evaluation team for portions of the site investigation.

SUMMARY

Based on the findings of our field investigation and our preliminary calculations, the scope of the seismic upgrade of the Ashland City Hall will include repairs or modifications to five building components. These consist of bracing the exterior brick wall above the roof (parapet), exterior and interior brick wall lateral ties at the roof, ceiling, and floor levels, adding interior shearwalls, roof diaphragm reinforcement, and the addition of a braced steel frame inside at the north wall. The estimated total cost for the upgrade including the second floor addition is \$330,000.

ASHLAND CITY HALL

Seismic Evaluation

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BACKGROUND

The original two-story portion of the City Hall building was constructed in 1891. The exterior 12-inch brick walls support the wood framed roof, ceiling, and floors. The second floor in this area is supported at the center by a wood beam and column line.

A two-story addition to the north was completed by removing the exterior brick wall and building a new exterior brick wall approximately 12 feet toward the street, with roof and floor framing that generally matches the original. A one-story addition to the east was constructed in the space between the City Hall and the adjacent existing building. This area has had a partial second story added. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. The original exposed brick on the north, south, and west walls has been covered by cement plaster. Also, the interior of the building has been remodeled several times.

INVESTIGATION

- **Roof Framing**

The roof joists on the original part of the building span between the east and west walls. Joists are supported by a pony wall bearing on the ceiling joists. The 1X8 roof sheathing is perpendicular to the joists, and a membrane roof has been installed during a recent remodel. The roof slopes toward the south exterior wall where the 8-inch un-reinforced brick parapet is approximately 4 feet high. The top of the parapet is approximately level around the building with a minimum height of 1 foot at the north end.

- **Ceiling Framing**

The ceiling joists on the original part of the building span between the east and west 12-inch brick walls. The joists are supported by a 4-inch ledge with the remaining 8-inch brick wall continuing above the ceiling line to become the parapet. Anchors embedded in the brick wall are visible along the east exterior of the building and appear to be located at the ceiling line. Connection of these anchors to the ceiling framing could not be verified. An additional ceiling, approximately 4 feet below the original, has been added as part of a remodel.

- **Second Floor Framing**

The second floor joists are embedded into the east and west brick walls of the original part of the building and are supported at the interior by a wood beam and post line. Typical floor joists are 2x10 with diagonal sheathing over. At the common building wall to the east, floor joists are supported by a wood beam and post system.

ASHLAND CITY HALL

Seismic Evaluation

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- First Floor Framing

We were not able to find access to the crawl space below the first floor. Crawl space ventilation is present at the west wall through grating in the sidewalk. One vent is present at the southeast corner of the original portion of the building. These vents were partially blocked by debris. Per our conversation with Mike Broomfield, of the City of Ashland, the crawl space for the east part of the building is vented to the adjacent building.

- Walls

The north and west exterior walls are 12-inch thick brick with a cement plaster finish. Window and door openings account for 55 percent of the west wall length and 88 percent of the north wall length. The interior 12-inch brick walls at the east and south were part of the original structure and are still exposed for part of the second floor. The brick on the east wall is not covered with cement plaster. Deterioration of brick and plaster was noted at the exterior openings.

The east wall on the first floor is a brick wall that is common with the adjacent building. The second-story of the east addition has concrete walls that are supported by the wood floor framing. Additional wood floor framing was added in this area during a previous remodel. The one-story south addition has concrete walls with a small adjacent room made of concrete block.

RECOMMENDED REPAIRS

The following repairs and modifications to the building are presented in order of priority based on the resulting reduction of seismic hazards. We have also considered each item's relationship to the others as part of the building's lateral force resisting system. An estimated cost is noted for each item.

1. Parapet Bracing

Brick parapets that extend more than 12 inches above the roof framing should be supported by steel bracing (see enclosed Figure 1). Bracing is required for parapets at the east, west, and south walls of the original building, and the portion of the north wall that is east of the original building.

Parapet bracing is relatively easy because it is completed from the outside of the building, with a minimum disruption to the occupants. It will reduce the risk of falling debris during an earthquake. The estimated cost of bracing including repair of roofing is **\$11,000**.

ASHLAND CITY HALL

Seismic Evaluation

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2. Wall Ties to Roof, Ceiling, & Floor

All brick, concrete, and masonry walls need to be supported laterally at the roof ceiling and floor levels. Connections must be provided to transfer lateral forces both parallel and perpendicular to the walls. These requirements can be met using manufactured steel ties to the wood framing in combination with embedded anchor bolts in the walls (see enclosed Figure 2).

By providing wall ties, seismic forces from the walls will be transferred to the roof, ceiling, and floor systems and will increase the stability of the walls. Although the installation of ties must be done from inside the building, there is access to the ceiling areas so damage to interior walls and finishes could be minimized. The work could be completed in stages so the building could remain operational. Also, some ties have already been installed at the floor level during a previous remodel. The estimated cost of wall ties to the roof, ceiling, and second floor is \$61,000.

We also recommend that if possible the concrete walls at the east side of the second floor be removed and replaced with a metal stud system as noted above for the addition. Although the floor framing in this area has been reinforced to support the concrete vertically, these walls will exert a significant seismic force on the building due to their weight. Replacement of these walls would reduce the seismic forces on some of the elements addressed in this report.

3. Interior Shearwalls

Interior plywood shearwalls are required at two locations on both levels (see enclosed Figure 3). These walls will provide additional resistance to lateral forces. Between the roof and second floor, existing walls can be used by removing the lath and plaster and installing plywood nailed directly to both sides of the wall studs. Connections at the roof and second floor to transfer loads through the shearwalls.

At the ground floor, it may be possible to use the brick walls of the existing interior vaults to resist lateral forces by tying them to the floor framing. If the vault walls are not accessible and cannot be used, plywood must be added to both sides of existing walls. These walls will require connection to the foundation supporting the floor system. In addition, new concrete footings may be required beneath the floor at these locations to anchor the walls.

Construction of interior shearwalls will result in some disruption to the building operation. The estimated cost for interior shearwalls at the ground and second floors is \$22,500.

ASHLAND CITY HALL

Seismic Evaluation

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4. Roof Diaphragm

The existing roof sheathing at the original building does not provide an adequate system to transfer lateral forces to the proposed shearwalls and must be reinforced. Because the roofing material is relatively new, it is preferable to make modifications to the underside of the roof, ceiling framing. Light gage steel strapping nailed to the underside of the roof joists in an "X" brace pattern will transfer lateral loads to the top of each shearwall and to exterior walls (see Figure 4). Detailed connections must be provided at all brick walls and plywood shearwalls. In addition to the strapping, plywood sheathing will be required for four feet at the perimeter and at the proposed shearwalls.

Installation of the strapping is done from the attic space and therefore should not interrupt operation of the building. Access may be difficult due to HVAC ducts and other obstructions. The strapping at the roof will complete the load transfer between the wall ties and the proposed shearwalls (see above items 2 & 3). The estimated cost for roof strapping and plywood is \$26,300.

5. Braced Frame at North Wall

The north brick wall of the building does not have adequate capacity to resist lateral forces at the main floor level. We propose the construction of a braced steel frame along the north wall that would resist lateral forces in the east west direction. The frame would be tied to the brick wall and second floor framing. Approximately six steel columns would be located along the existing north wall to transfer forces to the foundation (see enclosed Figure 5). These columns could be covered, or be painted and left exposed. Cross members and bracing would be located above the ceiling level. The estimated cost for the steel frame, ties to the brick, foundation, and interior repairs is \$45,500.

Another option for the north wall is to construct a pneumatically placed concrete wall on the inside face. This concrete wall would resist lateral forces and support the existing brick as a veneer. Construction of the wall would probably cause more disruption to the office than the steel frame. Estimated cost for this option is \$58,500.

Second Floor Addition

The City of Ashland has proposed a second floor addition be constructed over the existing concrete walls of the one-story section at the south end of the building. The existing roofing material would be removed and new steel purlins would be placed to frame the floor level to match the existing. Additional reinforcement of the existing concrete walls may be required over window and door openings. Metal studs with plywood sheathing would frame the walls, and a synthetic stucco surface could be used to match the existing exterior. The estimated cost for this addition is \$92,000.

ASHLAND CITY HALL

Seismic Evaluation

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In addition, a proposed elevator is to be located at the southeast corner of the new addition. There is an existing one-story room at this location constructed of concrete block. The second story addition could be extended in this area to incorporate the elevator and associated equipment. Installation of the elevator in this area would minimize changes to the existing electrical and HVAC systems and would provide access to both the building and the walkway at the southeast. A handicapped accessible elevator at this location would add approximately \$56,000 to the cost of the addition noted above.

CONCLUSION

Based on the findings of our field investigation and our preliminary calculations, the seismic upgrade of the Ashland City Hall will require modifications to five building components. These have been prioritized based on public exposure to existing building hazards and are listed below. Where possible, alternate methods were evaluated for cost effectiveness.

1. Parapet Bracing		\$ 11,000
2. Wall Ties to Roof, Ceiling, & Floor		\$ 61,000
3. Interior Shearwalls		\$ 22,500
4. Roof Diaphragm		\$ 26,300
Subtotal:		<u>\$120,800</u>
5. North Wall Options	A. Steel Frame	\$ 45,500
	B. Concrete Wall	\$ 58,500
Subtotal:		<u>\$166,300 to \$179,300</u>
6. Optional Second Floor Addition with Elevator		\$148,000
Total:		<u>\$314,300 to \$327,300</u>

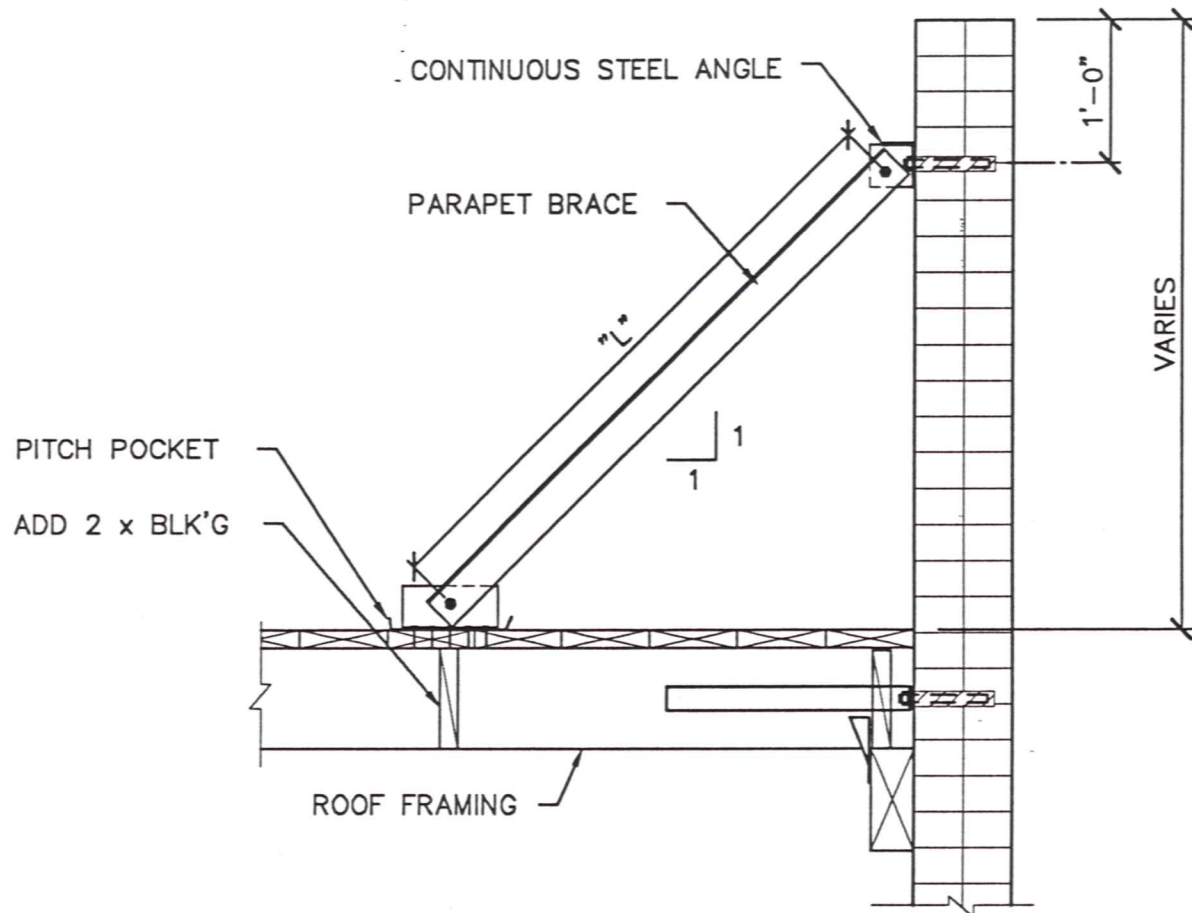


FIGURE 1. PARAPET BRACE

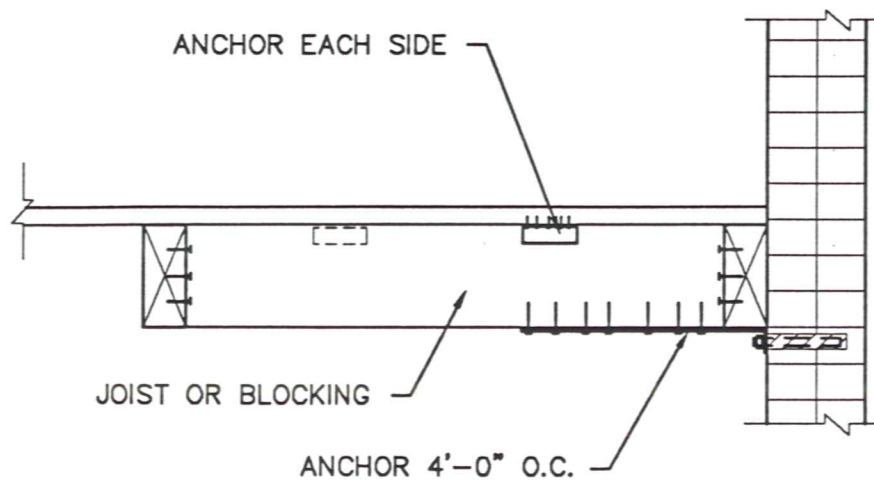


FIGURE 2. WALL TIE TO ROOF / FLOOR

ASHLAND CITY HALL

Seismic Evaluation

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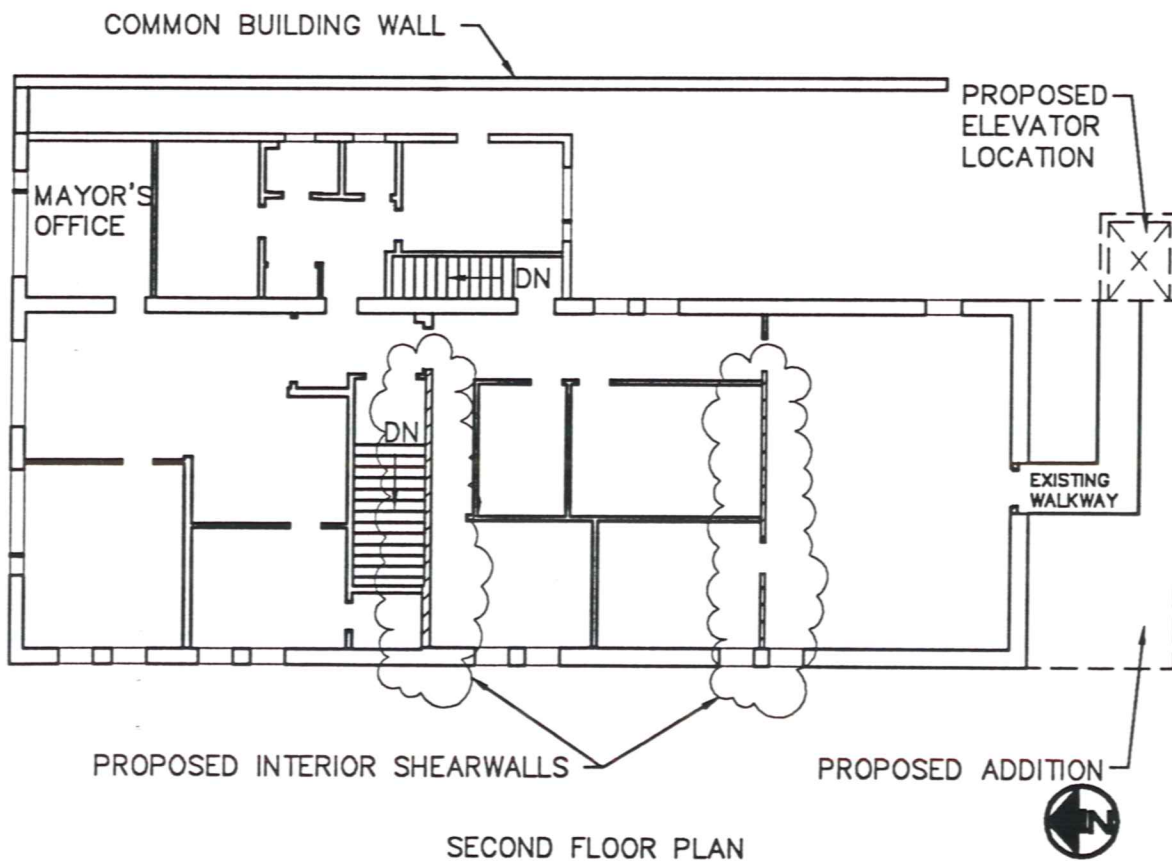
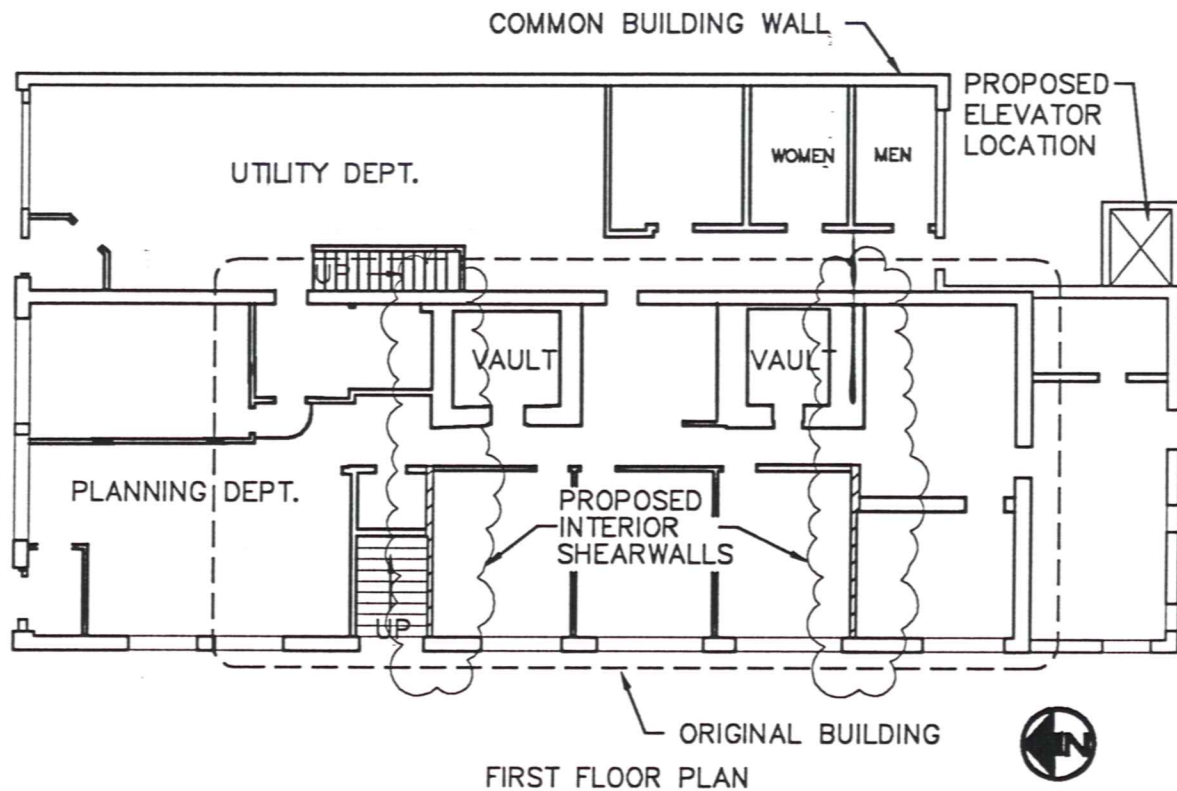


FIG. 3 SHEARWALL LOCATIONS

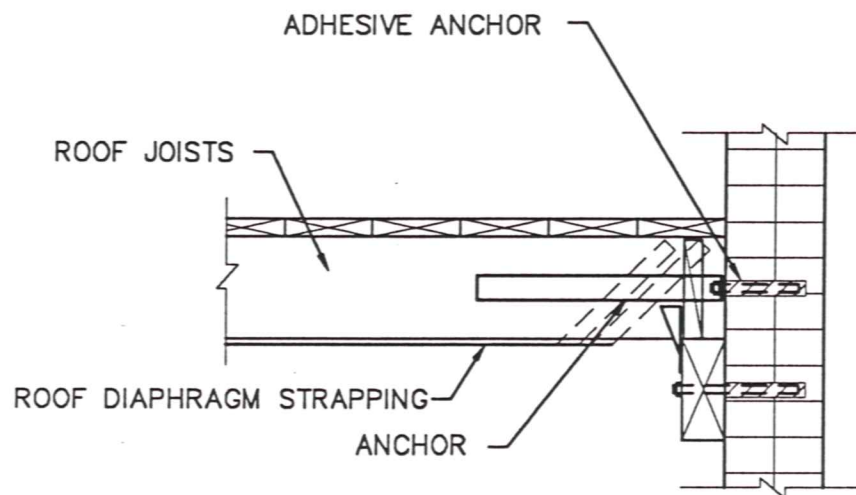


FIGURE 4. ROOF DIAPHRAGM STRAPPING

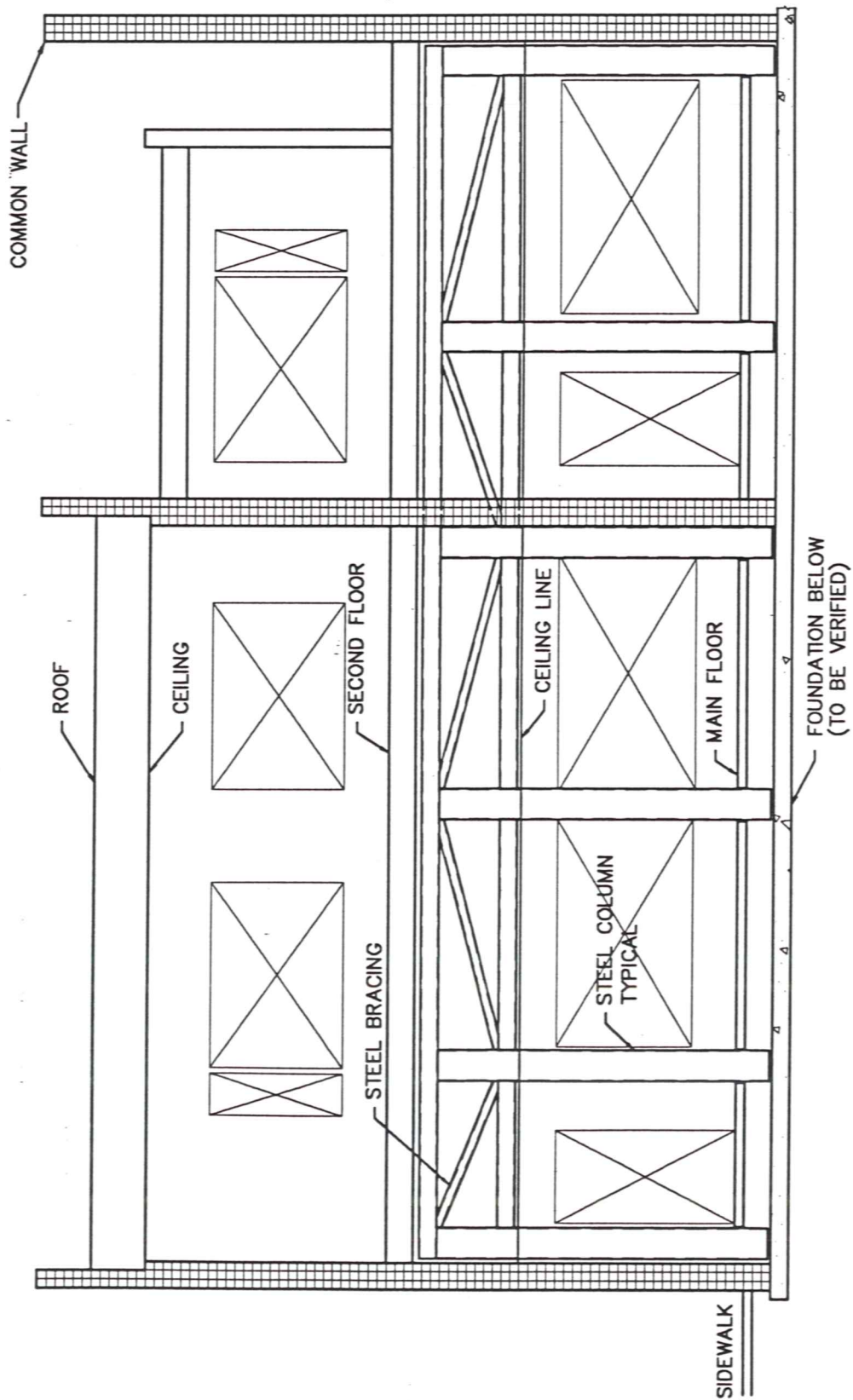


FIGURE 5. BRACED FRAME AT NORTH WALL (INSIDE)

Owner-Directed Facility Seismic Evaluation

Ashland City Hall
20 E. Main Street, Ashland, Oregon



Prepared for
The City of Ashland



EXPIRES: 06-30-2016

Prepared by

MILLER CONSULTING ENGINEERS, INC.
9570 SW Barbur Boulevard, Suite 100
Portland, Oregon 97219
Ph.: 503-246-1250
MCE Project Number: 150899
December 7, 2015

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Supporting Calculations.....	APPENDIX – B

ASHLAND CITY HALL EXECUTIVE SUMMARY

Overview

The City of Ashland has hired Miller Consulting Engineers (MCE) to update our previous seismic evaluation report for the Ashland City Hall building dated August 5, 1994, considering the current state building code, which is the *2014 Oregon Structural Specialty Code (OSSC)*.

The purpose and goal of this facility seismic evaluation is to provide a schematic design for the upgrade of the building that meets the current code, as well as an engineer's preliminary estimate of probable construction costs to upgrade the building based on our review. **This evaluation develops a plan to upgrade the facility to allow the occupants to safely exit the structure after a major earthquake, which may not be the case in its current state.**

The evaluation identified the following items that need to be addressed as part of the proposed seismic upgrade.

- Strengthening the roof and floor diaphragms to transfer lateral loads to the walls
- The connections between the walls and the diaphragm for in-plane and out-of-plane loads
- Addressing the connections at the roof diaphragm to account for the plan irregularities
- Providing shear walls in the east-west direction to support the diaphragm loading
- Providing bonded shear walls to reinforce the unreinforced masonry walls for in-plane loads
- Providing special concentric braced frames on the north and west walls on the main level to resist the required lateral loading of the building

Based on the above items, we anticipate that the proposed upgrade work will take approximately seven months to complete and will require at a minimum the second floor to be vacated during construction. The following is our preliminary estimate of probable construction cost to upgrade the building:

Performance Objective	Construction Cost	Contingency Cost	Total Cost	Cost per sq. foot
OSSC Code Upgrade	\$1,136,464	\$227,293	\$1,363,757	\$176

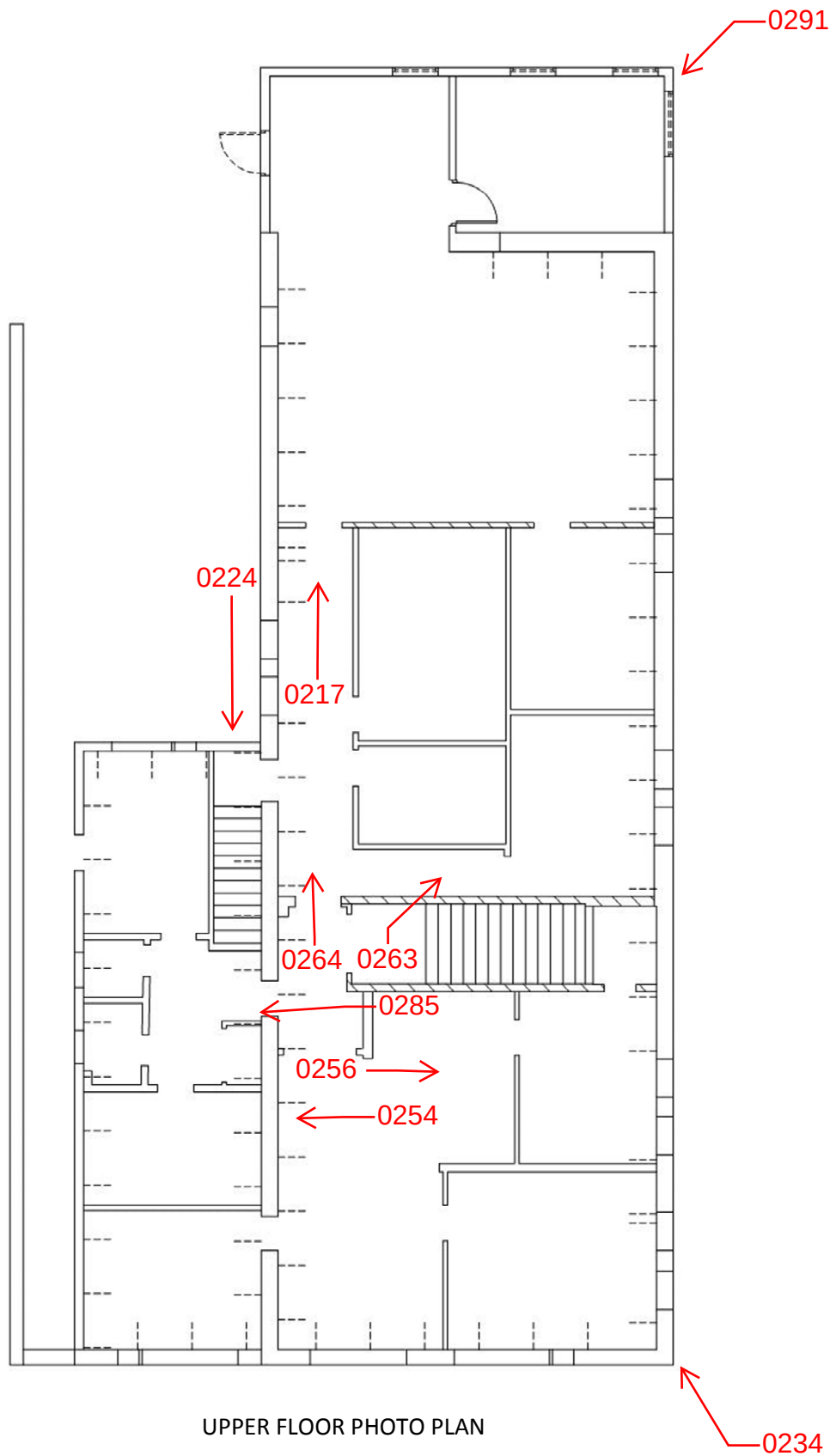
The above costs only consider the structural upgrades and corresponding work as required by the structural upgrades; the other concerns with the building such HVAC, plumbing, ADA access or other non-structural costs such as bracing the suspended ceilings are not included in this cost.

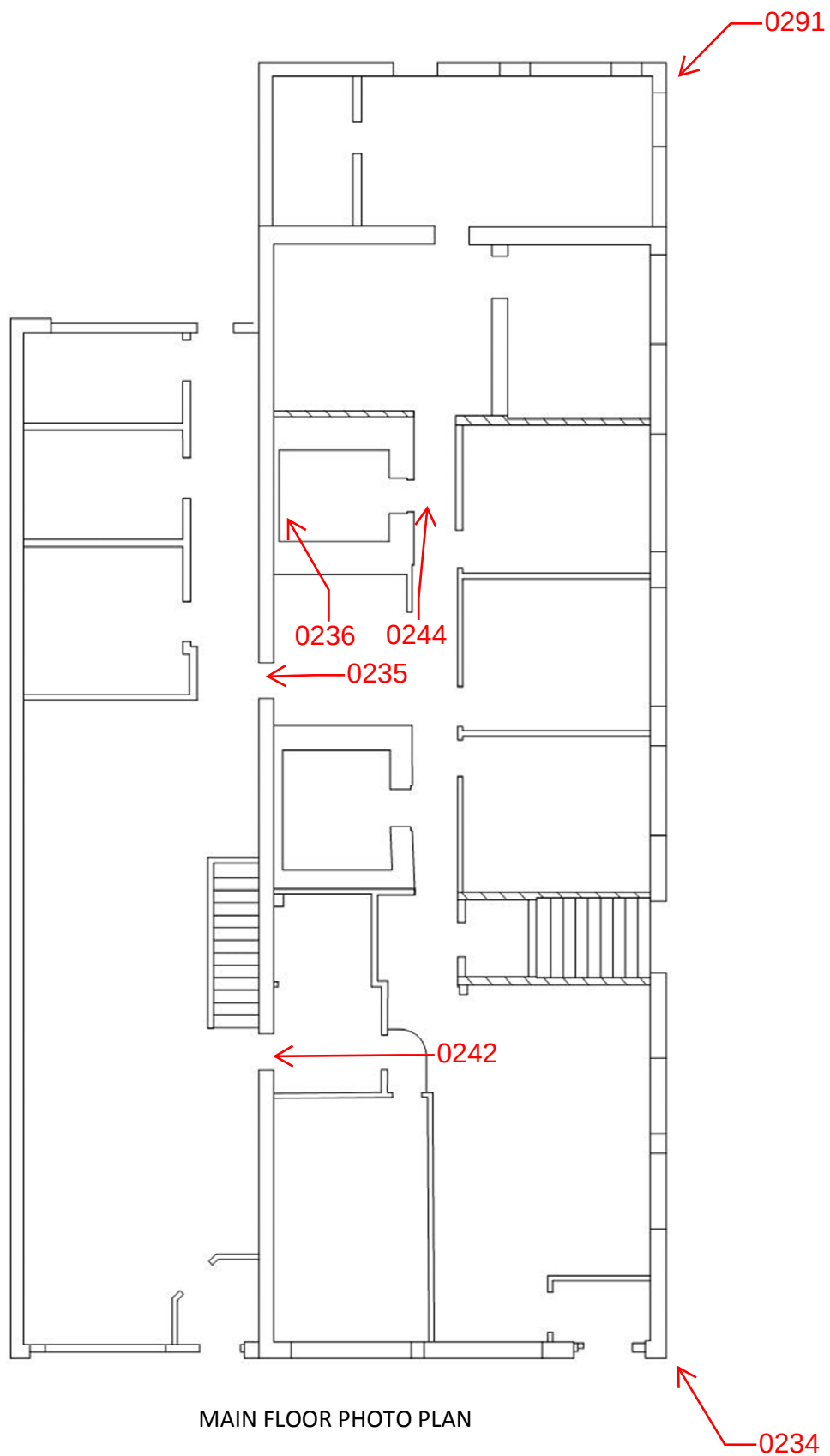
Furthermore, these estimates are limited to the repairs of the detailed items and do not include relocation costs of staff or other soft costs. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The structural cost is less than constructing a new facility, but when you add in the other costs, the upgrade cost may be more than the replacement cost.

Background

The Ashland City Hall building is located at 20 East Main Street in Ashland, Oregon. The building was originally constructed around 1891 with two additions added since that time. One addition was added around 1913 that expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor on the south to be in line with the south wall of the 1913 addition. The current size of the building is approximately 7,745 square feet. Original construction documents were not available for our review, but documents from 1982 (Savikko), 1991 (Marquess and Associates) and 1996 (Afseth) were used in our evaluation.

The building is comprised of two primary areas. One area is the main building area that is a two-story structure that has unreinforced masonry exterior walls on the east and west sides of the area, as well as an unreinforced masonry wall toward the south side of the building that was originally an exterior wall of the 1891 building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition. The other area is the infill area that is between the main building area and the 1880 Pioneer Building to the east. The infill area is supported by the east wall of the main building area on the west and on the east by post-and-beam supports that are adjacent to the Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm on the main level. The infill area does not have an apparent lateral force-resisting element on the main floor east side. The building houses several city offices including the mayor's office and support staff, as well as the water department.





MAIN FLOOR PHOTO PLAN



PHOTO 0234 – North elevation of the building looking toward the northwest corner



PHOTO 0291 – West elevation of the building looking toward the southwest corner



PHOTO 0224 – Exposed east upper wall of the main building area looking toward the northeast



PHOTO 0217 – Main building area roof looking toward the south

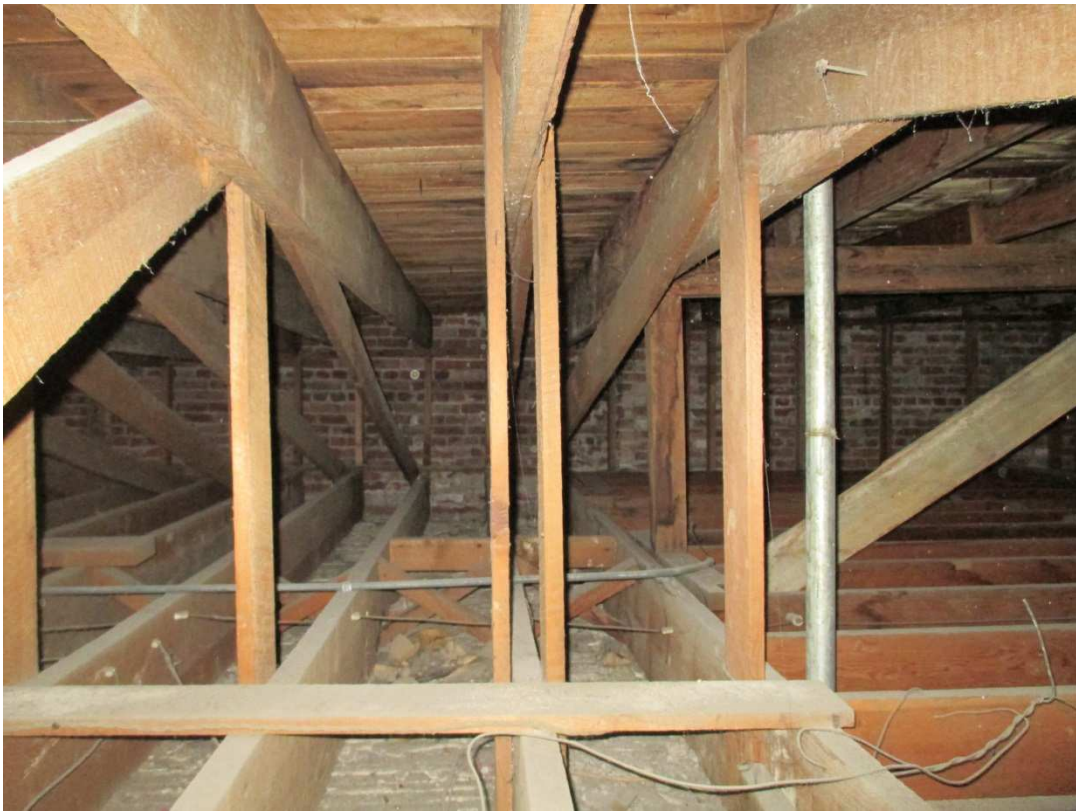


PHOTO 0256 – Main building area roof framing looking west



PHOTO 0264 – Main building area roof framing looking south



PHOTO 0254 – Joint at the east wall between the 1891 building to the south and the 1913 addition



PHOTO 0261 – HVAC access in the upper floor ceiling cavity through the east wall



PHOTO 0263 – Upper floor ceiling cavity looking toward the southwest



PHOTO 0285 – Exposed unreinforced masonry wall in the mayor's office vestibule

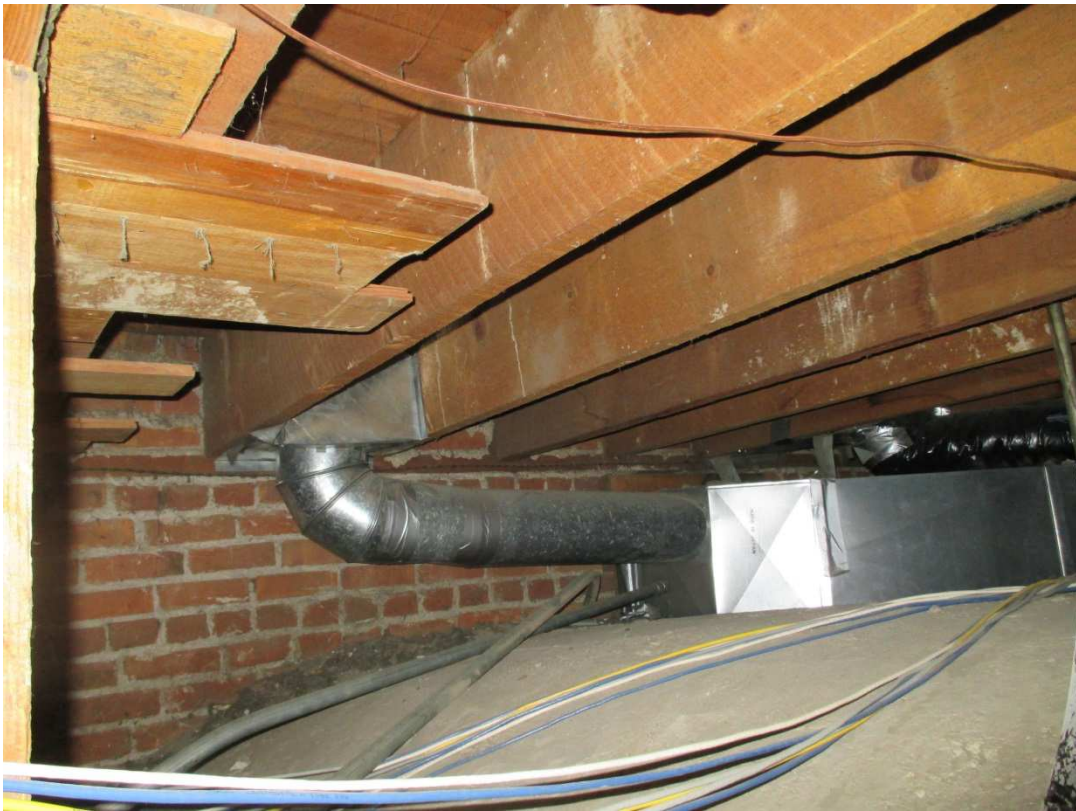


PHOTO 0236 – Upper floor framing visible in the main floor ceiling cavity adjacent to a vault



PHOTO 0242 – Upper floor connection at the east URM wall of the main building area



PHOTO 0244 – Main floor ceiling cavity in the main building area

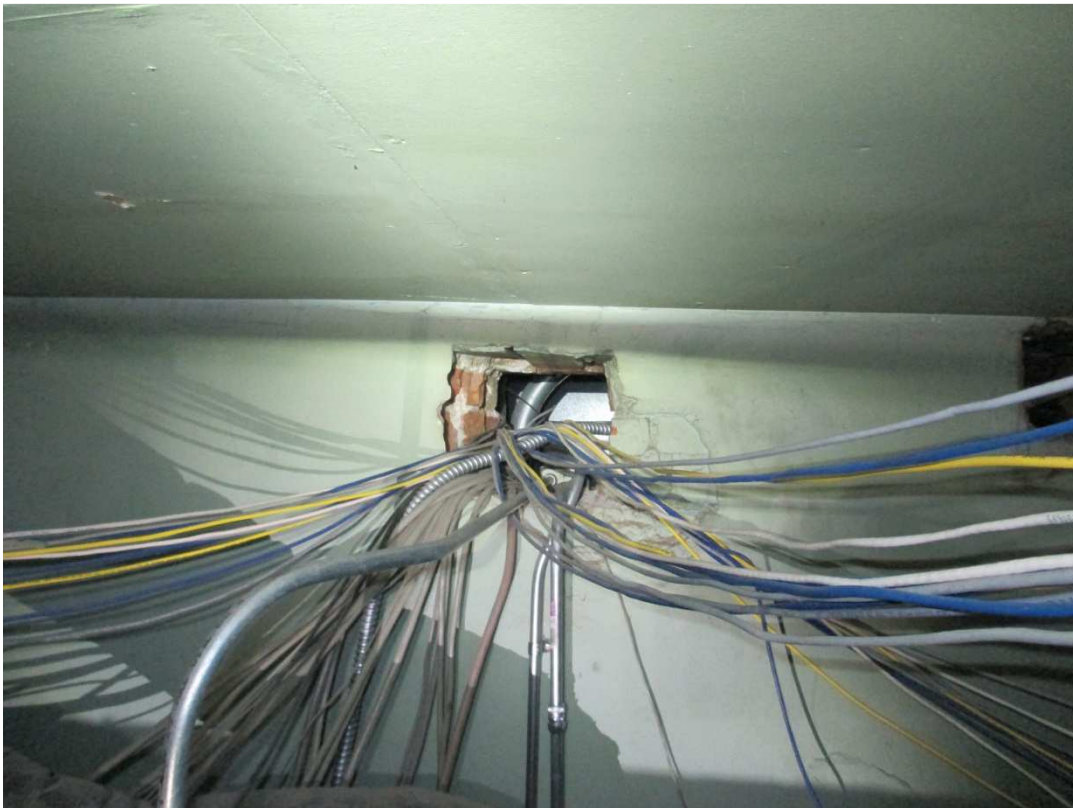
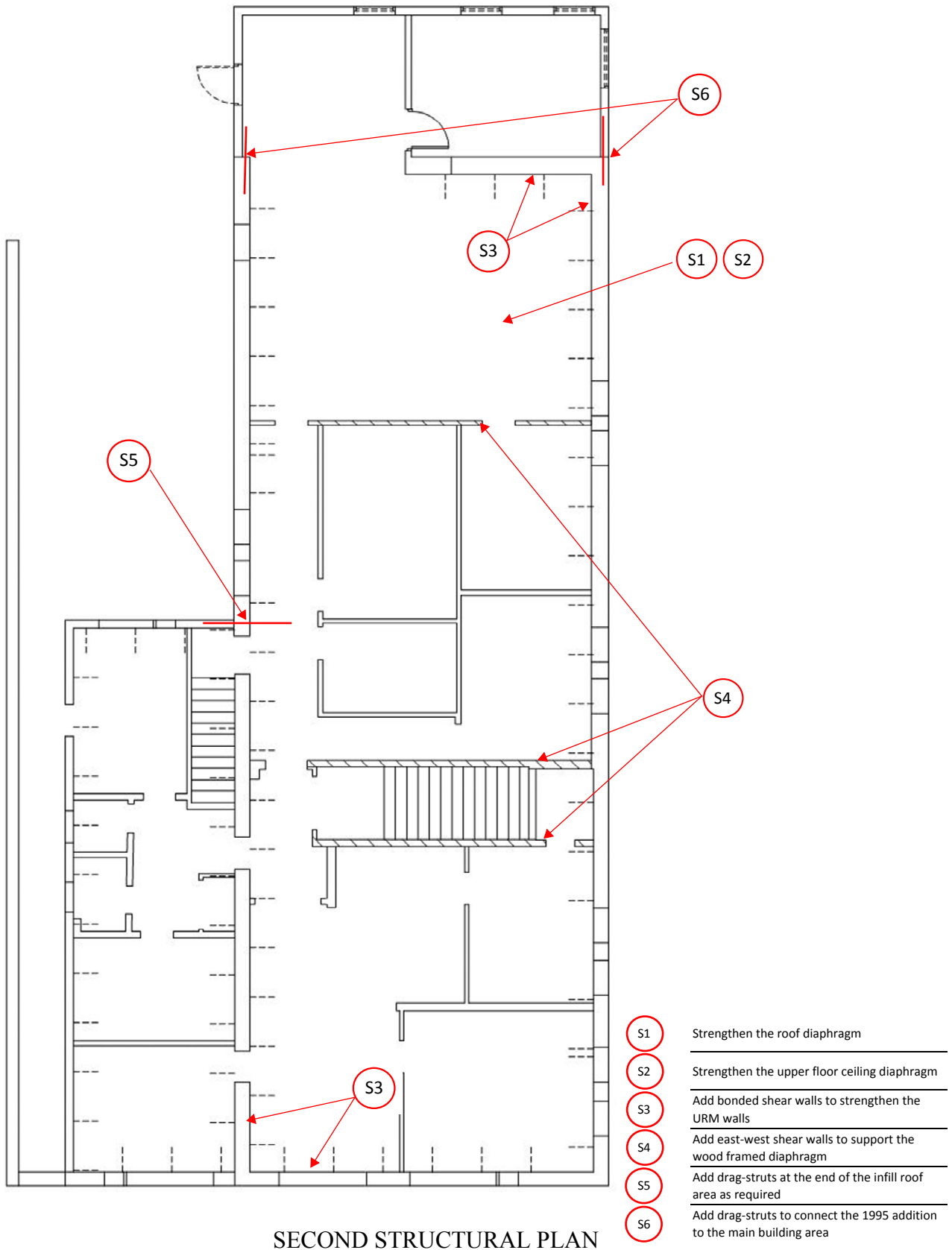
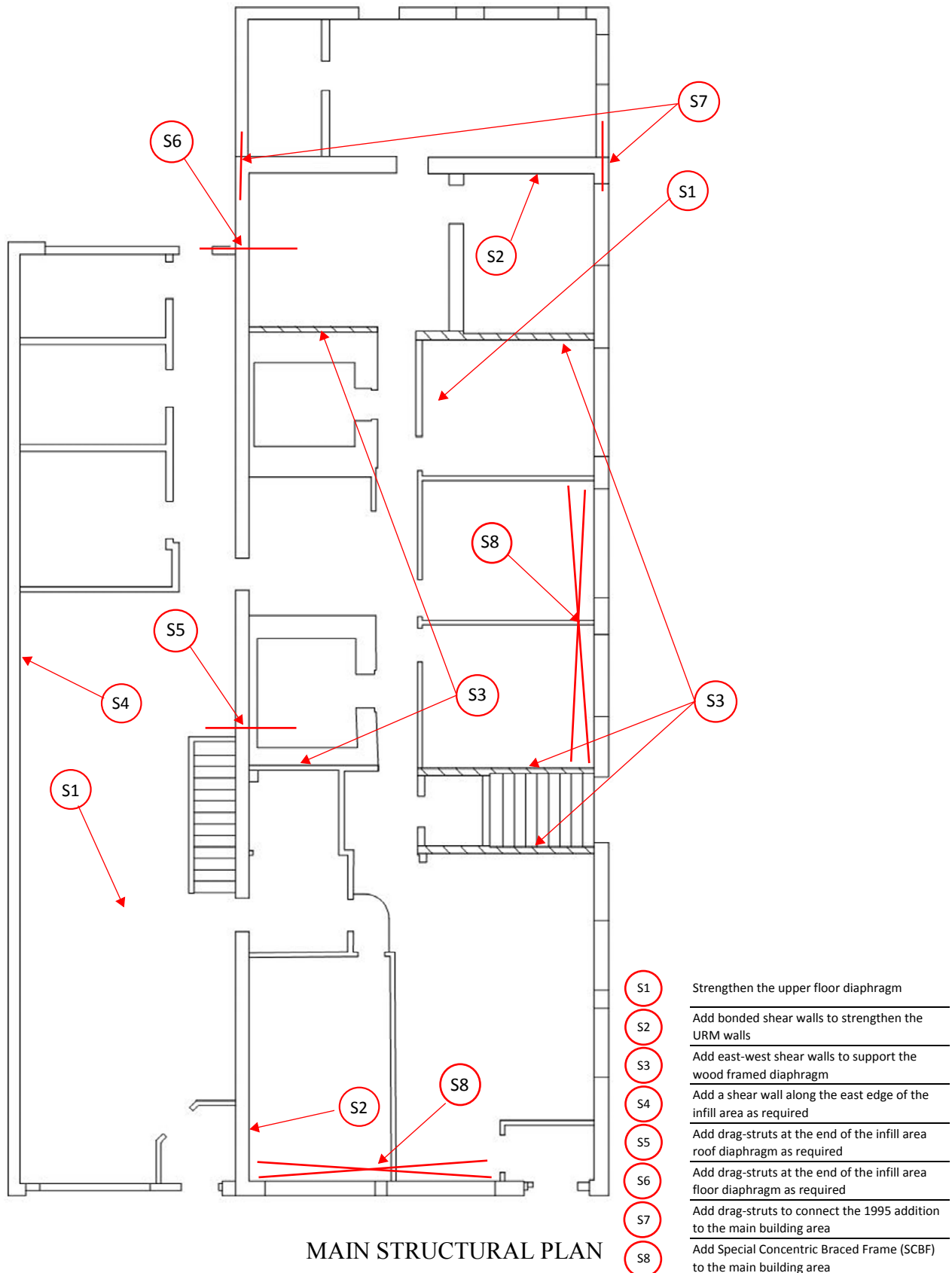


PHOTO 0235 – Access opening through the east URM wall in the main building area





Background

The Ashland City Hall building is comprised of two primary building areas described below. The building was originally constructed around 1891 as an unreinforced masonry building that has had two major additions added since that time, along with several interior remodels over the life of the building. One addition was added around 1913, which expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor to the south so to be in line with the south wall of the 1913 main floor addition. The building houses several city offices including the mayor's office and support staff, as well as the water department.

One area is the main building area that is a two-story structure that has unreinforced masonry walls on the east and west sides of the area, as well as an unreinforced masonry wall from the original building toward the south side of the building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition.

The other area of the building is the infill area that is between the main building area and the 1880 Pioneer Building to the East. The infill area is supported by the main building area on the west and on the east by post-and-beam supports that are adjacent to the 1880 Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor that does not have an apparent lateral force-resisting element on the east side. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level.

Main Building Area

The main building section is a two-story area that is constructed of three different wall materials including unreinforced masonry walls, cast-in-place concrete walls and light wood-framed walls along the exterior of the 1995 addition. The roof is built with straight sheathing that spans in the north and south direction and is perpendicular to the roof framing. In addition, there are several interior partition walls on the main floor that may be seismic hazards, including the unreinforced masonry wall at the south office area and the cell block area.

The main building area can be evaluated in three different conditions. One condition is as the building exists today, where it appears that none of the previous recommendations have been considered. Another condition would be if the building had been seismically upgraded in 1994 when the report was originally generated; the last condition is if the work that is being proposed today is considered. Currently, the existing main building area roof diaphragm has a demand-to-capacity ratio (DCR) of 29 and the main floor diaphragm has a DCR of 19. The unreinforced masonry walls on the upper floor have a DCR of up to 5.4 and on the main floor the unreinforced masonry walls have a DCR of 4.8 in the north-south direction and a DCR of 21 in the east-west

direction. Typically, when reporting DCR numbers that are greater than 10, the number is capped at 10 to demonstrate that the element has no capacity, but, in this case, we have not done that in order to demonstrate the deficiencies of the building.

If the upgrade work was completed following the 1994 report, there would be some concerns today based on the changes to the OSSC, which in this case the seismic base loading has increased by 52% (the seismic coefficient increased from 0.17 g to 0.26 g). There have also been some changes in the way designers address seismic loads and how materials are used in resisting the seismic loading. In addition, the roof diaphragm would also be a concern based on the fact that straight sheathing is not recommended for use in masonry buildings based on the lack of stiffness of the diaphragm. The unreinforced masonry walls on the upper floor would have a DCR of up to 2.5 and on the main floor the unreinforced masonry walls would have a DCR of 4.8 in the north-south direction. The plywood shear walls on the upper floor would have a DCR of up to 1.2 and on the main floor the plywood shear walls would have a DCR of 2.5 in the east-west direction. The fact that the 1994 renovation is deficient is a result of.

As part of the third condition, there are a number of structural concerns that will need to be addressed including the following: the lack of parapet bracing for the parapet walls that are taller than 12" above the roof diaphragm; the need to strengthen the roof, upper floor ceiling and floor diaphragms for the imposed lateral loads; the need to provide lateral force resisting elements to support the in-plane unreinforced masonry wall loading; the lack of anchorage between the diaphragms and the unreinforced masonry walls; and the lack of drag struts at the end of the infill area on the upper and main floors. It is assumed that the exterior unreinforced masonry walls have adequate strength to resist the out-of-plane loading, but this assumption will need to be verified in the field prior to commencing the seismic strengthening of the building.

Main Building Area Recommendations

For the lack of parapet bracing, use custom brackets to connect the parapet walls back to the roof diaphragm. For the inadequate diaphragms, add plywood sheathing at the diaphragm level, as well as additional in-plane shear walls on the upper and main floors to reduce the loading on the diaphragm as well as the exterior shear walls lines. In addition, bonded shear walls may be used in the attic area to transfer loads between the roof diaphragm and the ceiling diaphragm of the upper level. For the inadequate lateral force-resisting elements (the unreinforced masonry walls), add bonded shear walls to resist the in-plane loading as required by code. For the lack of drag strut connections between the infill area and the main building area, use custom brackets to connect the areas together.

Infill Area

It appears that the infill area existed before the 1913 addition was built, but it was most likely significantly remodeled during the 1913 addition. Consequently, we considered the infill portion

of the building to be part of the 1913 addition. The infill area is supported on the west by the east unreinforced masonry wall of the main building area and on the east by post-and-beam supports that are adjacent to the Pioneer Building.

The infill area is approximately 18' wide by 75' long on the main floor, which does not have an apparent lateral force resisting element on the east side adjacent to the Pioneer Building. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level. The concrete walls that are supported by the wood-framed floor diaphragm are of some concern, because the infill area does not have an apparent lateral force resisting element on the main floor east side. There is also some concern with the north wall of the infill area and how the diaphragms are connected to the exterior walls. Lastly, there is not an isolation joist between the north wall or the floor diaphragm of the infill area and the adjacent Pioneer Building. During a seismic event pounding of these two buildings may occur that could cause additional damage to the City Hall building, as well as to the Pioneer Building. In order to address pounding, the buildings can either be separated by a seismic isolation joint or tied together so that the two buildings work together.

Infill Area Recommendations

Most of the repairs at the infill area are similar to the repairs as required at the main building area, including the addition of connections between the walls and the diaphragm for in-plane and out-of-plane loads. For the potential pounding concern, a seismic isolation joist should be added between the infill area and the adjacent Pioneer Building. Due to the existing concrete vaults, the bonded shear walls that are being added to strengthen the east unreinforced masonry wall of the main building area will need to be built on the east side of the unreinforced masonry wall in the infill area.

Limitations

The information contained in this report is for the exclusive use of the City of Ashland. Miller Consulting Engineers, Inc. assumes no responsibility or liability for any use of this report by other parties. This report relates solely to the stated purpose of this investigation; and no representations concerning other aspects (if any) of the circumstance, structure or site are included. The conclusions (if any) are based on the above stated visual structural observations, and no destructive testing or monitoring was performed. Specific construction details exceed the scope of this report. No guarantee or warranty, expressed or implied, is provided.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions of the Contractor's method of pricing, and that the Consultant's opinions of probable

construction costs are made on the basis of the Consultant's professional judgment and experience. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Opinions of probable construction cost only include the cost to perform the retrofit work, cost to provide temporary storage for displaced material, removal of contents, a contained work environment with ventilation, and protection of fragile finishes. Items excluded from the opinions of probable construction cost that should also be considered include, but are not limited to, staff relocation, bonding, insurance, and permits.

A list of definitions is included below to assist the reader with the technical terms used throughout this report.

Definitions

Clerestory: A vertical step in the roof containing windows.

CMU Wall: A Concrete Masonry Unit wall is constructed of modular hollow concrete blocks that are attached together with mortar.

Collector: A component that transfers lateral load from the building diaphragm to the lateral force-resisting system.

Concrete Tilt Panel: A concrete wall that was constructed flat on the ground and then tilted into place.

Continuity Tie: A structural tie, such as a strap, to ensure transfer of loads from one member to another aligned member.

Diagonal Sheathing: A type of roof sheathing where 1x wood members are nailed at a 45 degree angle across roof or wall framing.

Diaphragm: A roof or floor that supports walls.

Dynamic Landslide: A landslide caused by an earthquake.

Essential Facilities (2012 IBC): Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, or earthquakes. The word operational in this definition is the distinguishing link between the ASCE 41-13 and the 2012 IBC.

Glazing: The glass portion of a window.

Glulam Beam: An engineered wood beam constructed of many layers of wood glued together.

Immediate Occupancy (ASCE 41-13): Overall damage is light; no permanent drift; the structure substantially retains original strength and stiffness; and continued occupancy is likely. Equipment is generally secure but might not operate due to mechanical failure or lack of utilities. There may be some cracking of facades, partitions, and ceilings, as well as structural elements. All systems important to normal operation may not be functional.

Life-Safety Structural Performance (ASCE 41-13): Postearthquake damage to a structure is such that the building retains capacity against onset of partial or full collapse.

Liquefaction: The rapid shaking of the soil during an earthquake, which results in the soil acting like a liquid rather than a solid, reducing the ability of the soil to carry the weight of the above structure.

Load Path: A path through which seismic forces travel through the building to the foundation.

Non-Structural Component: A permanently installed covering, mechanical or electrical component that does not support the primary structure.

Open Web Joist: A structural steel member composed of a top and bottom component with diagonal and vertical members linked in between.

Operational (ASCE 41-13): Overall damage is very light; no permanent drift; the structure retains substantial original strength and stiffness. The occupancy is continuous and use of the structure is highly likely. Negligible damage occurs to the equipment and power and other utilities are available, possibly from standby sources. There is minor cracking of facades, partitions, ceilings, and structural elements. All systems important to normal operation are functional.

Out-of-plane (forces/wall): Loads that act on a wall that typically are trying to push or pull the wall away from the floor or roof.

Performance Objective: One or more pairings of the selected hazard level with the acceptable or desirable structural and non-structural performance level.

Pilaster: A supporting column whose partial girth protrudes from the wall.

Post-Installed Anchor: A bolt that is installed in hardened concrete.

Primary Structure: A portion of a structure that is used to support gravity, snow, rain or wind and earthquake loads.

R&R: Remove and replace.

Seismic Evaluation: A study to evaluate a building's capacity to resist loads from an earthquake.

Shear Wall: A wall that resists seismic forces applied to it that are transferred from the roof and/or floor levels.

Ship-lap: A type of roof sheathing where 1x wood members are spaced over roof framing and overlap with adjoining members.

Special Concentrically Braced Frame: A steel frame that resists lateral loads through its diagonal members.

Straight Sheathing: A type of roof sheathing where 1x wood members are nailed perpendicular to roof or wall framing.

Surface Fault Rupture: Where a fault line opens up creating a crack in the soil.

APPENDIX – A

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

PROJECT:	Owner Directed Facility Seismic Evaluations	JOB NO.:	150799
LOCATION:	Ashland City Hall		
CLIENT:	City of Ashland	DATE:	7-Dec-15
TAKE-OFF BY:	ERW	CHECKED BY:	RGV

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Mobilization	Job Trailer	7	Month	\$500	\$3,500	
	Supervisor	30	Week	\$4,125	\$123,750	
Construction Aids						
Lift 500# capacity	Provide scissor lifts	7	Month	\$4,300	\$30,100	
Temporary Storage	Provide (2) 40' container for storage as required	7	Month	\$1,000	\$7,000	
Ventalation	Negative Air Equipment per (4) zones	30	Week	\$2,000	\$60,000	
						\$224,350
Strengthen Roof Diaphragm	Remove (E) TPO roofing	2880	S.F.	\$2	\$5,760	
	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add parapet bracing @ 4' o.c. for walls > 16" tall	120	L.F.	\$400	\$48,000	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Build bonded shear walls in attic for IP and OOP (using 3.5' tall attic walls)	798	S.F.	\$15	\$11,970	
New Roofing	New TPO Roofing with rigid insulation	2880	S.F.	\$20	\$57,600	
Strengthen Upper Floor Ceiling Diaphragm	Remove all contents on upper floor	2880	S.F.	\$15	\$43,200	
	Temporary work area	2880	S.F.	\$2	\$4,320	
	Add Plywood	2520	S.F.	\$8	\$20,160	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	24	Ea.	\$400	\$9,527	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Drag-strut and continuity ties	Custom drag-strut at Gridline 3	1	Ea.	\$2,000	\$2,000	
	Install strap at Gridline 3	1	Ea.	\$1,000	\$1,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen the east exterior masonry wall	Repoint exterior masonry walls	600	S.F.	\$20	\$12,000	
Strengthen upper floor diaphragm	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add ties @ 2' o.c. for the (E) parallel walls	41	Ea.	\$400	\$16,500	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Drag-strut and continuity ties	Custom drag-strut at Gridline 3 and 6	2	Ea.	\$2,000	\$4,000	
	Install strap at Gridline 3	2	Ea.	\$1,000	\$2,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen main floor diaphragm	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Second floor shear wall at Grid 1	Demo (E) wall finishes	336	S.F.	\$4	\$1,344	
	Build 5'-4" and 7'-6" bonded shear walls	336	S.F.	\$25	\$8,400	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	336	S.F.	\$12	\$4,032	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid 2(N)	Demo (E) wall finishes	228	S.F.	\$4	\$912	
	Build 19'-0" shear wall	228	S.F.	\$8	\$1,824	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	228	S.F.	\$12	\$2,736	
Second floor shear wall at Grid 2(S)	Demo (E) wall finishes	279	S.F.	\$4	\$1,116	
	Build 23'-3" shear wall	279	S.F.	\$8	\$2,232	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	279	S.F.	\$12	\$3,348	
Second floor shear wall at Grid 4	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Build 6'-3" and 14'-0" shear walls	243	S.F.	\$10	\$2,430	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid 7	Demo (E) wall finishes	154	S.F.	\$4	\$616	
	Build 12'-10" bonded shear walls	154	S.F.	\$25	\$3,852	
	(N) gypsum and finish	154	S.F.	\$12	\$1,849	
Second floor shear wall at Grid 8	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Holdown at each wall end	6	Ea.	\$400	\$2,400	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid A	Demo (E) wall finishes	568	S.F.	\$4	\$2,272	
	Build 13'-3", 15'-10" and 18'-3" bonded shear walls	568	S.F.	\$25	\$14,200	
	(N) gypsum and finish	568	S.F.	\$12	\$6,816	
Second floor shear wall at Grid B	Demo (E) wall finishes	581	S.F.	\$4	\$2,324	
	Build 13'-4", 14'-10" and 20'-3" bonded shear walls	581	S.F.	\$25	\$14,524	
	(N) gypsum and finish	581	S.F.	\$12	\$6,971	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid C	Demo (E) wall finishes	408	S.F.	\$4	\$1,632	
	Build 6'-0", 7'-0" and 21'- 0" bonded shear walls	408	S.F.	\$25	\$10,200	
	(N) gypsum and finish	408	S.F.	\$12	\$4,896	
Main floor braced frame at Grid 1	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish	96	S.F.	\$20	\$1,920	
	(N) gypsum and finish	306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid 2(N)	Demo (E) wall finishes	183	S.F.	\$4	\$731	
	Demo floor to build footing	64	S.F.	\$10	\$640	
	Excavate for new footing	16	L.F.	\$60	\$960	
	Add concrete foundation	16	L.F.	\$200	\$3,200	
	Build 14'-4" shear wall	183	S.F.	\$8	\$1,462	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish	64	S.F.	\$20	\$1,280	
	(N) gypsum and finish	183	S.F.	\$12	\$2,192	
Main floor shear wall at Grid 2(S)	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish	99	S.F.	\$20	\$1,973	
	(N) gypsum and finish	314	S.F.	\$12	\$3,773	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid 5	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish (N) gypsum and finish	99	S.F.	\$20	\$1,973	
		314	S.F.	\$12	\$3,773	
Main floor shear wall at Grid 7	Demo (E) wall finishes	351	S.F.	\$4	\$1,403	
	Build 13'-0" and 14'-6" bonded shear walls	351	S.F.	\$25	\$8,766	
	(N) gypsum and finish	351	S.F.	\$12	\$4,208	
Main floor shear wall at Grid 8	Demo (E) wall finishes	132	S.F.	\$4	\$527	
	Build 10'-4" bonded shear wall	132	S.F.	\$25	\$3,293	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	(N) gypsum and finish	132	S.F.	\$12	\$1,580	
Main floor shear wall at Grid A	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish (N) gypsum and finish	96	S.F.	\$20	\$1,920	
		306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid B	Demo (E) wall finishes	861	S.F.	\$4	\$3,443	
	Build 11'-0", 12'-0", 20'-0" and 24'-6" bonded shear walls	861	S.F.	\$25	\$21,516	
	(N) gypsum and finish	861	S.F.	\$12	\$10,328	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid D	Demo (E) wall finishes	255	S.F.	\$4	\$1,020	
	Demo floor to build footing	80	S.F.	\$10	\$800	
	Excavate for new footing	20	L.F.	\$60	\$1,200	
	Add concrete foundation	20	L.F.	\$200	\$4,000	
	Build 20'-0" shear wall	255	S.F.	\$10	\$2,550	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish (N) gypsum and finish	80	S.F.	\$20	\$1,600	
		255	S.F.	\$12	\$3,060	
						\$684,821
					Sub-total	\$909,171
					Contractor Overhead and Profit (25%)	\$227,293
					Construction Contingency (25%)	\$227,293
					Total Seismic Construction Cost	\$1,363,757

APPENDIX – B

Building Code: 2014 Oregon Structural Specialty Code					
Soils Report: No		Soils Report by: N/A		Dated: N/A	
Soil Bearing: 1500 PSF		Retaining Walls: No			
Equivalent Fluid Pressure (active): N/A		PCF		Passive bearing: N/A PCF Friction: N/A	
Structural System: Building Structure					
Vertical System: Wood framed roof / masonry walls			Lateral Sys: Flexible Diaphragm / Concrete or Masonry Shearwalls		

Basic Design Loads:	Element	Roof	Floor	Corridor	Wood Wall
	Load Type	Dead	Dead	Dead	Dead
	Value (PSF)	15	15	15	8
	Load Type	Snow	Floor Live	Corridor Live	Brick Wall
	Value (PSF)	25	40	100	Dead
	Deflection Criteria	L/240	L/360	L/360	120

Lateral Design Parameters:					
Wind Design: ASCE 7-10		Exposure: B		Wind Speed (3 sec Gust): 120 MPH	

Importance Factors	$I_w = \frac{1.00}{\text{(ice w/ wind)}}$	$I_E = \frac{1.00}{\text{(seismic)}}$	$I_s = \frac{1.00}{\text{(snow)}}$	$I_i = \frac{1.00}{\text{(ice)}}$	Risk Cat: II

Seismic Design

 Seismic design parameters are based on published values from the USGS web site.

Design Summary:

 The following calculations are schematic analysis of the existing URM building located in Ashland, Oregon considering current code loading with proposed shear wall upgrade design concepts. The braced frame analysis and design is not included in this scope of work.

 MILLER CONSULTING ENGINEERS	9570 SW Barbur Blvd. Suite One Hundred Portland, OR 97219 (503)246-1250 FAX: 246-1395	Project Name: Ashland City Hall Seismic Evaluation		Project #: 150899
	Location: 20 E Main Street, Ashland, Oregon			
	Client: City of Ashland			
	BY: ERW			
	Check'd:  Date: 12/08/15 Page 1			

USGS Design Maps Summary Report

User-Specified Input

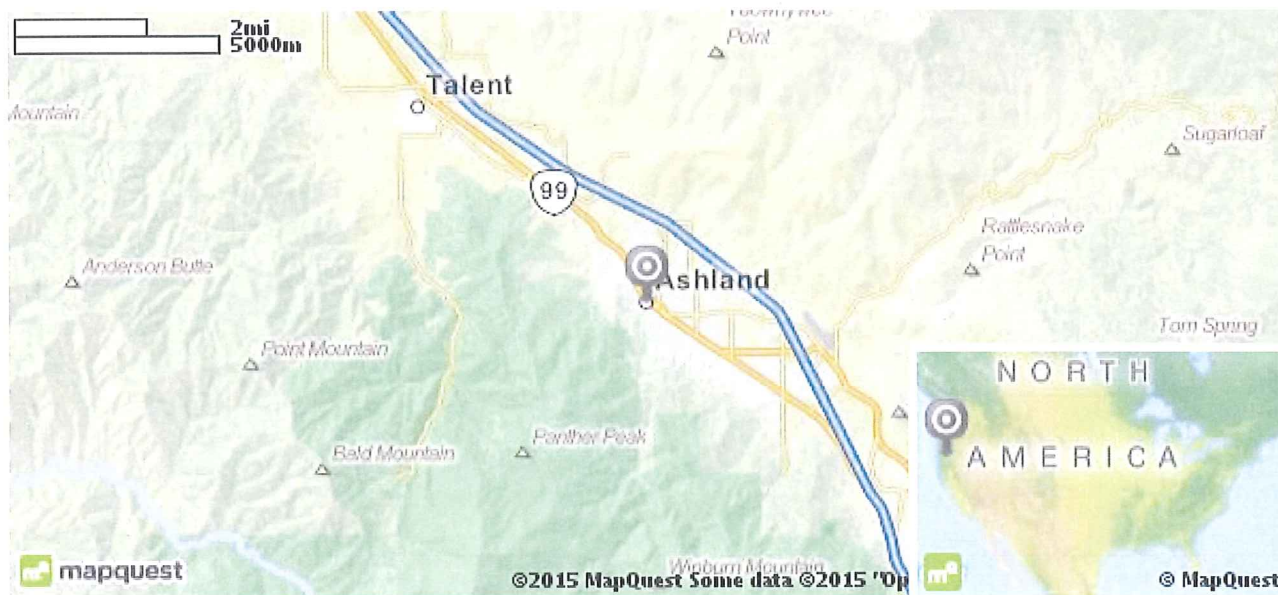
Report Title Ashland City Hall Evaluation
Wed October 14, 2015 00:21:15 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 42.19673°N, 122.71453°W

Site Soil Classification Site Class D – “Stiff Soil”

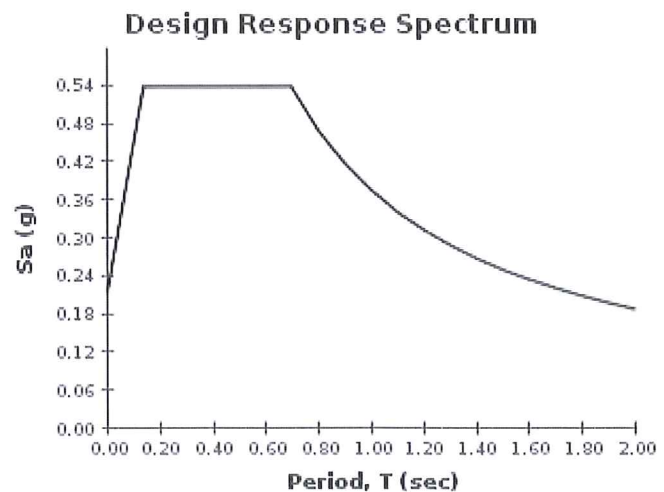
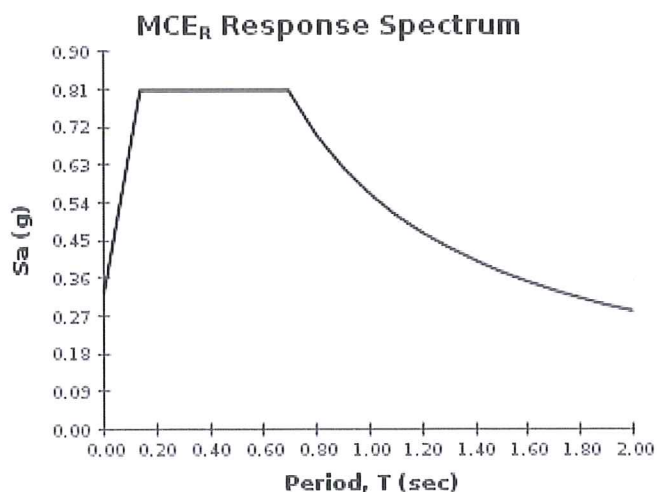
Risk Category I/II/III



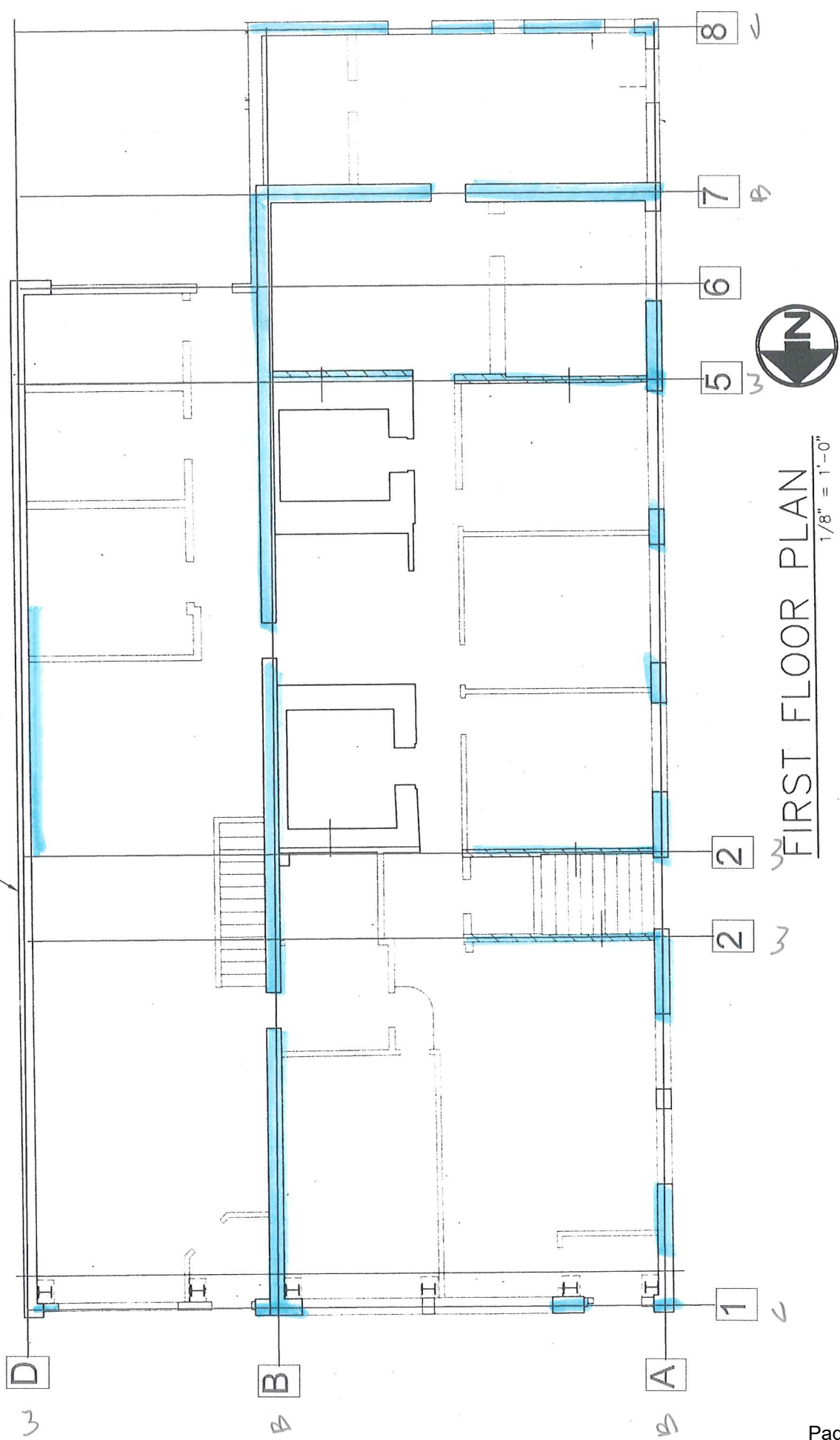
USGS-Provided Output

$S_s = 0.619 \text{ g}$	$S_{MS} = 0.808 \text{ g}$	$S_{DS} = 0.538 \text{ g}$
$S_1 = 0.318 \text{ g}$	$S_{M1} = 0.561 \text{ g}$	$S_{D1} = 0.374 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.



COMMON BUILDING WALL



FIRST FLOOR PLAN
1/8" = 1'-0"

Building Geometries and Weights:

Roofs:

East =	11500	lb
West =	51800	lb
Sub Total =	63300	lb

Second Floor:

East =	24500	lb
West =	51800	lb
Sub Total =	76300	lb

Upper East-West Walls: (starting at north wall)

GL 1 =	97200	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	0	lb
GL 7 =	36000	lb
GL 8 =	0	lb
Sub Total =	141040	lb

Upper North-South Walls: (starting at west wall)

GL A =	101000	lb
GL B =	101000	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	226750	lb
Total =	431090	lb

Main East-West Walls: (starting at north wall)

GL 1 =	100400	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	11480	lb
GL 7 =	44600	lb
GL 8 =	15300	lb
Sub Total =	179620	lb

Main North-South Walls: (starting at west wall)

GL A =	130850	lb
GL B =	130850	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	286450	lb
Total =	542370	lb

East Upper Section

Width =	14.25	ft
Length =	45.00	ft
2nd Floor Height =	12.00	ft

East Main Section

Width =	78.00	ft
Length =	64.00	ft
1st Floor Height =	12.75	ft

West Section

Width =	30.00	ft
Length =	96.00	ft
2nd Floor Height =	12.00	ft
1st Floor Height =	12.75	ft

Roof Weight =	18	psf
8" Concrete Wall =	80	psf
13.5" Concrete Wall =	168.75	psf
2 Wythe Wall =	80	psf
3 Wythe Wall =	120	psf
Second floor =	18	psf

(w / JRM NARS)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

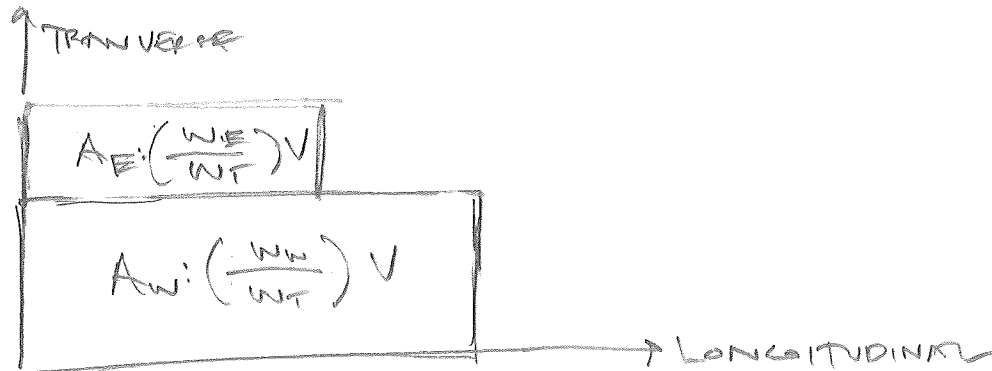
10. Ordinary plain masonry shear walls

Seismic Design Category (short per.)	D	Table 11.6-1, page 56
Seismic Design Category (1 sec)	D	Table 11.6-2, page 56
Seismic Design Category	D	(Controls)

$R =$	1.50	Table 12.2-1, pages 60-62
$(\rho) =$	2.50	Table 12.2-1, pages 60-62
$C_d =$	1.25	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.359	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	1.123	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.251	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	539170	lb
Redundancy Factor $\rho:$	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.251(W) =$	108322	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.251(W) =$	135480	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x h_x^k$	C_v	Force (lbs)	with $\rho:$
Roof	24.75	431090	10669477.5	0.61	148271	148271
2nd	12.75	539170	6874417.5	0.39	95532	95532
			17543895	Total Base Shear	243803	



Shear Load from Vertical Distribution:

(w/ URM walls)

Roof Load =	148271	lb
Main Load =	95532	lb
	243803	

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

	Seismic (lb)					
	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	27848	20	1370	46158	9	5130
GL 2(N) =	22299	19	1174	36489	14	2546
GL 2(S) =	28569	23	1229	54153	14	3779
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	36951	20	1825	N/A	N/A	
GL 5 =	N/A	N/A	N/A	53359	25	2164
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	23313	13	1817	37759	28	1373
GL 8 =	8953	21	426	14185	21	675
	147933			242104		
GL A =	67119	56	1206	106706	31	3442
GL B =	74136	66	1131	123104	77	1597
GL C =	7017	37	190	N/A	N/A	
GL D =	N/A	N/A	N/A	13993	20	700
	148271			243803		

CAP OF URM @ 5 psf : $5(12(11)) = 720$ plf

MAX TWO SIDED SW : 1540 plf

MAX ONE SIDED SW : 770 plf

° LOADS ARE TOO HIGH, ADD WOOD
SHEAR WALLS AT THE (E) WALLS
TO TAKE ALL THE IN-PLANE LOADING
CHECK DIAPHRAGMS:

$$V_{RW} = 148271 \left(\frac{237800}{290050} \right) = 120 \text{ k}$$

$$v_{RW} = \frac{1}{2} (120 \text{ k}) / 30 = 2160 \text{ plf}$$

$$V_{SW} = 95532 \left(\frac{313500}{362750} \right) = 83.6 \text{ k}$$

$$v_{SW} = \frac{1}{2} (83.6) / 21 = 1392 \text{ plf}$$

(w/ wood shear walls)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

15. Light framed (wood) walls sheathed with wood structural panels rated for shear resistance

Seismic Design Category (short per.) D Table 11.6-1, page 56

Seismic Design Category (1 sec) D Table 11.6-2, page 56

Seismic Design Category D (Controls)

$R =$	6.50	Table 12.2-1, pages 60-62
$Q =$	3.00	Table 12.2-1, pages 60-62
$C_d =$	4.00	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.083	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	0.259	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.058	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	542370	lb
Redundancy Factor $\rho:$	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.058(W) =$	24997	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.058(W) =$	31450	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x \cdot h_x^k$	C_v	Force (lbs)	with $\rho:$
Roof	24.75	431090	10669477.5	0.61	34250	34250
2nd	12.75	542370	6915217.5	0.39	22198	22198
			17584695	Total Base Shear	56448	

Shear Load from Vertical Distribution:

Roof Load =	34250	lb
Main Load =	22198	lb
56448		

(w/ wood shear walls)

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

Seismic (lb)						
	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	6433	20	316	10687	4	3054
GL 2(N) =	5151	19	271	8448	14	590
GL 2(S) =	6599	23	284	12534	14	875
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	8535	20	422	N/A	N/A	
GL 5 =	N/A	N/A	N/A	12359	25	501
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	5385	13	420	8742	28	318
GL 8 =	2068	21	98	3284	10	318
34172		56054				
GL A =	15504	47	327	24703	23	1066
GL B =	17125	48	354	28502	77	370
GL C =	1621	37	44	N/A	N/A	
GL D =	N/A	N/A	N/A	3243	20	162
34250		56448				

SEISMIC DESIGN FORCE, Section 13.3: (OUT OF PLANE AT PARAPET)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	26.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.258	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.181	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

(12.11.1) $0.4S_{DS}(0.7) = 0.151 \neq \text{USE } 13.3-1$
 TRY BRACING ONLY AT CEILING:

$$F_{PW} = \frac{0.181(80)(6)^2}{2} = 261 \text{ 'H}$$

$$F_P = [0.6(6(80))] \cdot \left[\frac{1}{2}(0.667) \right] = 96 \text{ 'H}$$

$$F_B = \frac{(261 - 96)}{(8/12)(12)} = 20.6 \text{ psf} > 5 \text{ psf}$$

≥ 1 BRACE WALK AT ROOF AND CEILING

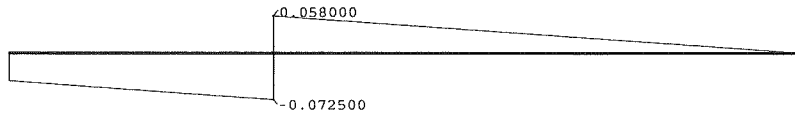
WinBeam

Project:	PARAPET BRACING AT ROOF/CEILING			
By:	Date:	Checked:	Date:	Page:

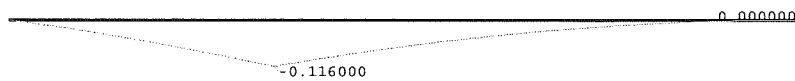
Reactions - kips, kip ft



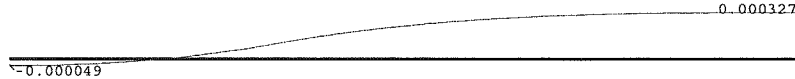
Shear - kips



Moment - kip ft



Rotation - radians



Deflection - inches



LOAD AT PARAPET
 $M_R = \frac{1}{2}(0.667)[0.6(6(80))]$
 $\Rightarrow M_R = 96 \text{ 'k}$
 $F_B = \frac{(116 - 96)}{(8/12)(12)}$
 $F_B = 1.12 \text{ psi}$

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WinBeam

Project:				
By:	Date:	Checked:	Date:	Page:

Analysis Data:

Beam Length = 6. feet
 Number of Nodes = 201
 Number of Elements = 200
 Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	-0.043500	
2.000	0.130500	

Equilibrium:

	Force	Reaction	Diff
Vert	-0.087000	0.087000	-0.000000 kips
Rot	0.261000	-0.261000	0.000000 kip ft

Min & Max values:

Min Shear	=	-0.072500 kips	at	2.000 feet
Max Shear	=	0.058000 kips	at	2.000 feet
Min Moment	=	-0.116000 kip ft	at	2.000 feet
Max Moment	=	1.421e-014 kip ft	at	6.000 feet
Min Rotation	=	-4.872e-005 radians	at	0 feet
Max Rotation	=	0.0003271 radians	at	6.000 feet
Min Deflection	=	-0.013029 in	at	6.000 feet
Max Deflection	=	0.0004638 in	at	1.164 feet

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SEISMIC DESIGN FORCE, Section 13.3: (ODP AT UPPER WALLS)
Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	18.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.207	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.145	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12 \cdot 11 \cdot 1) 0.4 S_{DS} \cdot 0.7 = 0.151 \geq \text{USE } 12 \cdot 11 \cdot 1$$

$$M = \frac{[0.151 (120)] (12)}{8} = 326 \text{ k-ft}$$

$$M_p = 0.6 \cdot [6(80) + 6(120)] \cdot \frac{1}{2} (1) = 360 \text{ k-ft}$$

2 WALL UNDER COMPRESSION, NO TENSION
 DUE TO ODP LOADING

SEISMIC DESIGN FORCE, Section 13.3: (OOP AT MAIN WALLS)
Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	6.375	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.127	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.113	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12 \cdot 11 \cdot 1) \cdot 0.4 S_{DS} \cdot 0.7 = 0.151 \Rightarrow \text{USE } 12 \cdot 11 \cdot 1$$

$$M_w = \frac{[0.151 (120)] (12.75)^2}{8} = 368 \text{ k-ft}$$

$$M_r = 0.6 [6(80) + (12 + 6.375)(120)] \left[\frac{1}{2}(1) \right] = 816 \text{ k-ft}$$

→ WALL UNDER COMPRESSION, NO TENSION IN MASONRY DUE TO OOP LOADING

WinBeam

Project: DIAPHRAGM - ROOF

By: Date: Checked: Date: Page:

Reactions - kips, kip ft



Shear - kips

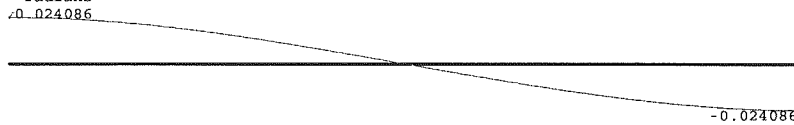


$$V_R = \frac{1680}{30} = 56 \text{ pif}$$

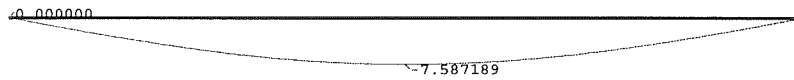
Moment - kip ft



Rotation - radians



Deflection - inches



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WinBeam

Project:

By: Date: Checked: Date: Page:

Analysis Data:

Beam Length = 84. feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	1.680	
84.000	1.680	

Equilibrium:

	Force	Reaction	Diff
Vert	-3.360	3.360	-0.000 kips
Rot	141.120	-141.120	0.000 kip ft

Min & Max values:

Min Shear	=	-1.680 kips	at	84.000 feet
Max Shear	=	1.680 kips	at	0 feet
Min Moment	=	1.828e-013 kip ft	at	0 feet
Max Moment	=	35.280 kip ft	at	42.000 feet
Min Rotation	=	-0.024086 radians	at	84.000 feet
Max Rotation	=	0.024086 radians	at	0 feet
Min Deflection	=	-7.587 in	at	42.000 feet
Max Deflection	=	0 in	at	0 feet

FRONT CLG DIAPHRAGM

$$V_R = 357 \left(\frac{9/18 (51801) + 2(3(60(24)))}{290090} \right)$$

2) $V_R = 40 \text{ pif}$

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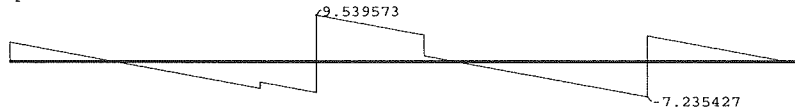
Project: **DAPPAUM - CEILING AT BOND**

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft

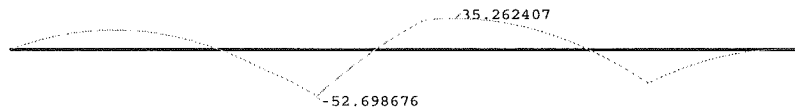


Shear - kips

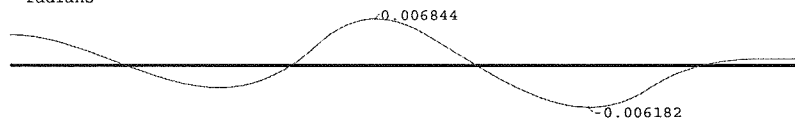


$$V_D = \frac{9540}{30} = 318 \text{ plf}$$

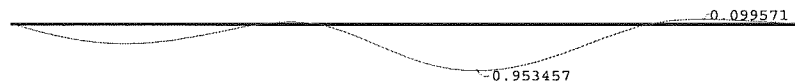
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 84. feet
Number of Nodes = 203
Number of Elements = 202
Number of Degrees of Freedom = 406

$$V_L = \frac{34250 \left(\frac{293800}{250000} \right)}{24} = 357 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.938	
26.500	1.307	
32.500	15.896	
67.500	12.487	
84.000	0.638818	

$$P_3 = 34250 \left(\frac{76250}{250000} \right) = 4280 \text{ #}$$

Equilibrium:

	Force	Reaction	Diff
Vert	-34.268	34.268	0.000 kips
Rot	1447.816	-1447.816	-0.000 kip ft

Min & Max values:

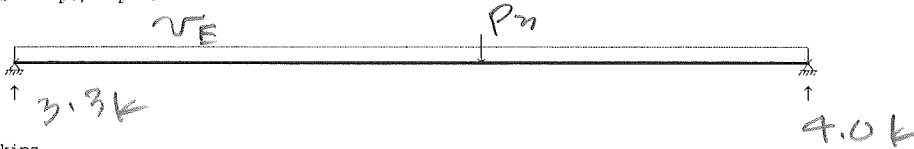
Min Shear	=	-7.235 kips	at	67.500 feet
Max Shear	=	9.540 kips	at	32.500 feet
Min Moment	=	-52.699 kip ft	at	32.500 feet
Max Moment	=	35.262 kip ft	at	47.357 feet
Min Rotation	=	-0.006182 radians	at	61.205 feet
Max Rotation	=	0.006844 radians	at	38.661 feet
Min Deflection	=	-0.953457 in	at	49.455 feet
Max Deflection	=	0.099571 in	at	73.275 feet

WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: DAKOTA - SECOND FLOOR (EAST)

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft



Shear - kips

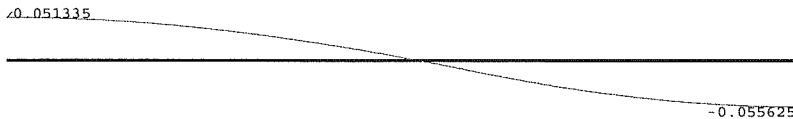


$$V = \frac{4033}{18} = 224 \text{ plf}$$

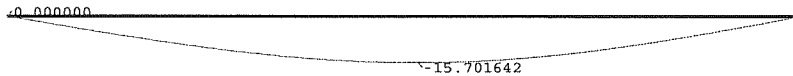
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 75.5 feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

$$V_E = \frac{2498 \left(\frac{49790}{762790} \right)}{75.5} = 40 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.267	
75.500	4.033	

Equilibrium:

	Force	Reaction	Diff
Vert	-7.300	7.300	0.000 kips
Rot	304.465	-304.465	-0.000 kip ft

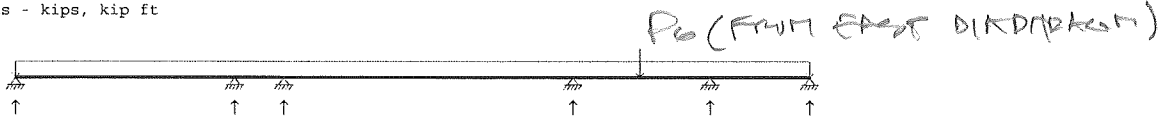
Min & Max values:

Min Shear	=	-4.033 kips	at	75.500 feet
Max Shear	=	3.267 kips	at	0 feet
Min Moment	=	-8.577e-013 kip ft	at	75.500 feet
Max Moment	=	105.792 kip ft	at	44.500 feet
Min Rotation	=	-0.055625 radians	at	75.500 feet
Max Rotation	=	0.051335 radians	at	0 feet
Min Deflection	=	-15.702 in	at	39.220 feet
Max Deflection	=	0 in	at	0 feet

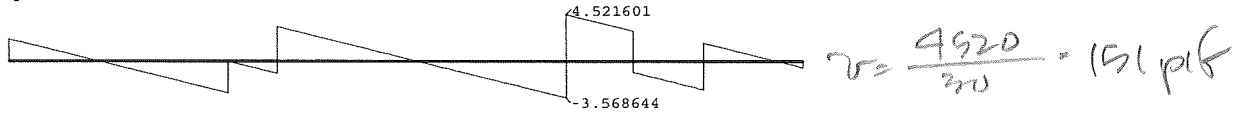
WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: **DIAPHRAGM - SECOND FLOOR (WEST)**
 By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

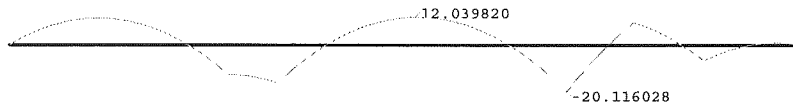
Reactions - kips, kip ft



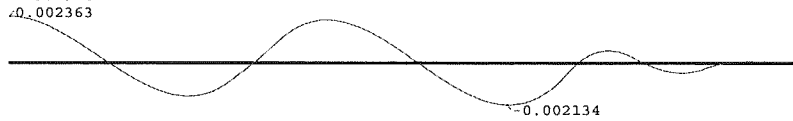
Shear - kips



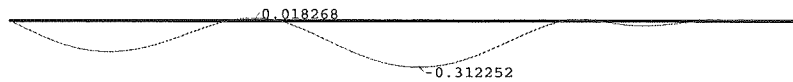
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____
 By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 96. feet
 Number of Nodes = 202
 Number of Elements = 201
 Number of Degrees of Freedom = 404

$$V_W = \frac{22198 \left(\frac{713200}{762750} \right)}{96} = 199 \text{ pif}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	2.140	
26.500	3.089	
32.500	4.568	
67.500	8.090	
84.000	4.523	
96.000	0.628220	

Equilibrium:

	Force	Reaction	Diff
Vert	-23.038	23.038	0.000 kips
Rot	1216.649	-1216.649	-0.000 kip ft

Min & Max values:

Min Shear	=	-3.569 kips	at	67.500 feet
Max Shear	=	4.522 kips	at	67.500 feet
Min Moment	=	-20.116 kip ft	at	67.500 feet
Max Moment	=	12.040 kip ft	at	49.281 feet
Min Rotation	=	-0.002134 radians	at	60.308 feet
Max Rotation	=	0.002363 radians	at	0 feet
Min Deflection	=	-0.312252 in	at	49.760 feet
Max Deflection	=	0.018268 in	at	29.731 feet

WinBeam 3.30 - Registered to Miller Consulting Engrs.

Shearwall Design # of Shearwall Levels: 2

Load Combination:
Basic Load Combination: 0.6D+0.7E; 0.6D+W

Structure Information:

Wall Wt. (W_{w1}) =	120.00	psf
Roof Wt. (R_{w1}) =	18.00	psf
Roof Wall Height =	12.00	ft
Upper Floor Depth =	1.00	ft
Upper Floor Wt. (U_{w1}) =	15.00	psf
Upper Floor Wall Height =	11.75	ft
Floor Depth =	N/A	ft
Wt. (M_{w1}) =	N/A	psf
Wall Height =	N/A	ft
Wind Uplift (U) =	10.00	psf
0.2Sds =	0.11	(ultimate)

Roof Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)	Stacks on:
R1			6433	S1
R2 (N)			5151	S2 (N)
R2 (S)			6599	S2 (S)
R4			8535	S4
R5			0	
R7			5385	S7
R8			2068	S8
RA			15504	SA
RB			17125	SB
RC			1621	

Upper Floor Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)
S1			4254
S2 (N)			3297
S2 (S)			5935
S4			0
S5			12359
S7			3357
S8			1216
SA			9199
SB			11377
SD			3243

Roof Level Holdown to: floor below
Upper Floor Level Holdown to: concrete

Sheathing Thickness: 15/32 in	Typical Sheathing Nailing: 8d Nails (uno)	Wall	(IBC 2306.3)
Shearwalls in Use		Capacity (plf)	
Wall Type A: 15/32" APA Rated Sheathing w/8d At 6" o.c. edges, 12" o.c. field		260	
Wall Type B: 15/32" APA Rated Sheathing w/8d At 4" o.c. edges, 12" o.c. field		380	
Wall Type C: 15/32" APA Rated Sheathing w/8d At 3" o.c. edges, 12" o.c. field		490	
Wall Type D: 15/32" APA Rated Sheathing w/8d At 2" o.c. edges, 12" o.c. field		640	

Roof Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)	Stacks on:	Seismic Capacity (lb)	Wind Capacity (lb)
R1			6433	S1		
R2 (N)			5151	S2 (N)		
R2 (S)			6599	S2 (S)		
R4			8535	S4		
R5			0			
R7			5385	S7		
R8			2068	S8		
RA			15504	SA		
RB			17125	SB		
RC			1621			

Upper Floor Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)	Seismic Capacity (lb)	Wind Capacity (lb)
S1			4254		
S2 (N)			3297		
S2 (S)			5935		
S4			0		
S5			12359		
S7			3357		
S8			1216		
SA			9199		
SB			11377		
SD			3243		

Simpson Holdowns and Anchors in Use; (Verify Fdn. Config. w/ Loads Listed in Catalog for Anchor Bolt Types)			
#0 (No Holdown Required)		0	0
#1 Holdown Type MSTC28 w/ (6) 16d sinkers at each end		1155	1155
#2 Holdown Type MSTC40 w/ (14) 16d sinkers at each end		2695	2695
#4 Holdown Type MSTC66/78 w/ (38) 16d sinkers at each end		5860	5860
#6 Holdown Type HDU2-SDS2.5 w/ (6) 1/4" dia. x 2 1/2" SDS Screws and SSTB16 Anchor Bolt		2550	3075
#9 Holdown Type HDU8-SDS2.5 w/ (20) 1/4" dia. x 2 1/2" SDS Screws and SSTB28 Anchor Bolt		5980	5980
#12 Holdown Type HDU14-SDS2.5 w/ (36) 1/4" dia. x 2 1/2" SDS Screws and PAB8x30 Anchor Bolt		14375	14375

Sill Plate to Concrete Anchorage:	2x plate	3x min. plate
5/8" dia. anchor capacity (lb) =	860	1070
Wall Type A: 0.625" dia. anchors spaced at	48" o.c.	48" o.c.
Wall Type B: 0.625" dia. anchors spaced at	43" o.c.	48" o.c.
Wall Type C: 0.625" dia. anchors spaced at	34" o.c.	42" o.c.
Wall Type D: 0.625" dia. anchors spaced at	3x req.	32" o.c.

(anchor spacing based from values from NDS using hemfir and a 1.8 duration increase)
(PL 1/4x3x0'-3" required)

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
R1	0	0	6433		Wind Uplift (U) = 10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L, ft:
Overall Seg. (Lo), ft:	3.50	4.00	5.33	7.50	20.33
R1 Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
Trib. 1, ft:	2.00	2.00	2.00		
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	316	316	316	316	= 6433 lb / 20.33'
w/ H/W, plf:	542	474	356		(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	13290	15189	20239	28479	= (6433 lb / 20.33' * Lo*H1)
Mr (Seismic), ft-lb:	9741	12608	22032	42000	= (Trib. 1*Rw +H1*Ww)*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	2336	2142	1627	857	= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695	2695	2695	1155	
HD Type:	2	2	2	1	
Shear critical, plf:	542	474	356	316	15/32" APA Rated Sheathing
HD critical, lb:	2336	2142	1627	857	Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No	No	Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single	Single	Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Concrete Anch.?	No	No	No	No	Seg. 4: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Wall Type:	D	C	B	B	Holddown Types:
Wall Capacity, plf:	640	490	380	380	Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2	2	2	1	Seg. 2: '2' = MSTC40 with (14) 16d sinkers at each end
Holddown Capacity, lb:	2695	2695	2695	1155	Seg. 3: '2' = MSTC40 with (14) 16d sinkers at each end
3x Members req.:	Yes	No	No	No	Seg. 4: '1' = MSTC28 with (6) 16d sinkers at each end

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
R2 (N)	0	0	5151		Wind Uplift (U) = 10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	19.00				19.00
(N) Wall Height (H1), ft:	12.00				
Trib. 1, ft:	2.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	271				= 5151 lb / 19'
M _{OT} (Seismic), ft-lb:	61812				= (5151 lb / 19' * Lo*H1)
Mr (Seismic), ft-lb:	27626				= (Trib. 1*Rw +H1*Ww)*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	2490				= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695				
HD Type:	2				
Shear critical, plf:	271				15/32" APA Rated Sheathing
HD critical, lb:	2490				Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	No				
Wall Type:	B				Holddown Types:
Wall Capacity, plf:	380				Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2				
Holddown Capacity, lb:	2695				
3x Members req.:	No				

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R2 (S)	0	6599
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	23.25	
R2 Wall Height (H1), ft:	12.00	
Trib. 1, ft:	2.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	8.00	
Seismic, plf:	284	
MOT (Seismic), ft-lb:	79188	
Mr (Seismic), ft-lb:	40327	
HD (Seismic), lb:	2495	
Holddown Capacity, lb:	2695	
HD Type:	2	
Shear critical, plf:	284	
HD critical, lb:	2495	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?:	No	
Wall Type:	B	
Wall Capacity, plf:	380	
Controlling HD Type:	2	
Holddown Capacity, lb:	2695	
3x Members req.:	No	
15/32" APA Rated Sheathing		
Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field		
Holddown Types:		
Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end		

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R4	0	8535
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	6.25	14.00
R4 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	421	421
MOT (Seismic), ft-lb:	31611	70809
Mr (Seismic), ft-lb:	4531	19264
HD (Seismic), lb:	4677	4335
Holddown Capacity, lb:	5860	5860
HD Type:	4	4
Shear critical, plf:	421	421
HD critical, lb:	4677	4335
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?:	No	No
Wall Type:	C	C
Wall Capacity, plf:	490	490
Controlling HD Type:	4	4
Holddown Capacity, lb:	5860	5860
3x Members req.:	Yes	Yes
15/32" APA Rated Sheathing		
Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field		
Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field		
Holddown Types:		
Seg. 1: '4' = MSTC66/78 with (38) 16d sinkers at each end		
Seg. 2: '4' = MSTC66/78 with (38) 16d sinkers at each end		

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R7	0	5385
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	12.83	
R7 Wall Height (H1), ft:	12.00	
Trib. 1, ft:	4.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	120.00	
Seismic, plf:	420	
= 5385 lb / 12.83'		
MOT (Seismic), ft-lb:	64635	
Mr (Seismic), ft-lb:	127069	
HD (Seismic), lb:	-162	
Holdown Capacity, lb:	0	
HD Type:	0	
15/32" APA Rated Sheathing		
Shear critical, plf:	420	
HD critical, lb:	0	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?	No	
Wall Type:	C	
Wall Capacity, plf:	490	
Controlling HD Type:	0	
Holdown Capacity, lb:	0	
3x Members req.:	Yes	
Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field		
Holdown Types:		
Seg. 1: '0' no holdown required		

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R8	0	2068
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	4.50	6.00
R8 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	98	98
w/ H/W, plf:	131	
= 2068 lb / 21'		
MOT (Seismic), ft-lb:	5318	7090
Mr (Seismic), ft-lb:	2601	4224
HD (Seismic), lb:	878	812
Holdown Capacity, lb:	1155	1155
HD Type:	1	1
15/32" APA Rated Sheathing		
Shear critical, plf:	131	98
HD critical, lb:	878	812
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?	No	No
Wall Type:	A	A
Wall Capacity, plf:	260	260
Controlling HD Type:	1	1
Holdown Capacity, lb:	1155	1155
3x Members req.:	No	No
Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field		
Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field		
Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field		
Holdown Types:		
Seg. 1: '1' = MSTC28 with (6) 16d sinkers at each end		
Seg. 2: '1' = MSTC28 with (6) 16d sinkers at each end		
Seg. 3: '1' = MSTC28 with (6) 16d sinkers at each end		

Roof Level	0.2Sds = 0.075					
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
RA	0	0	15504	Wind Uplift (U) = 10	psf	
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L:
Overall Seg. (Lo), ft:	13.25	15.83	18.33			47.41
RA Wall Height (H1), ft:	12.00	12.00	12.00			
Trib. 1, ft:	4.00	4.00	4.00			
Rtn. Load (RL), lb:	200	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00			
Wall Weight (Ww), psf:	120.00	120.00	120.00			
Seismic, plf:	327	327	327			= 15504 lb / 47.41'
M _{OT} (Seismic), ft-lb:	51996	62132	71931			= (15504 lb / 47.41' * Lo * H1)
Mr (Seismic), ft-lb:	135375	192684	257674			= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1440	-2465	-3456			= (Mot - (0.6-0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0			
HD Type:	0	0	0			
						15/32" APA Rated Sheathing
Shear critical, plf:	327	327	327			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No			Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single			
Concrete Anch.?	No	No	No			
Wall Type:	B	B	B			Holdown Types:
Wall Capacity, plf:	380	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0			Seg. 3: '0' no holdown required
3x Members req.:	No	No	No			

Roof Level	0.2Sds = 0.075					
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
RB	0	0	17125	Wind Uplift (U) = 10	psf	
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L:
Overall Seg. (Lo), ft:	13.33	14.83	20.25			48.41
RB Wall Height (H1), ft:	12.00	12.00	12.00			
Trib. 1, ft:	4.00	4.00	4.00			
Rtn. Load (RL), lb:	200	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00			
Wall Weight (Ww), psf:	120.00	120.00	120.00			
Seismic, plf:	354	354	354			= 17125 lb / 48.41'
M _{OT} (Seismic), ft-lb:	56586	62966	85961			= (17125 lb / 48.41' * Lo * H1)
Mr (Seismic), ft-lb:	136999	169300	314057			= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1151	-1747	-3897			= (Mot - (0.6-0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0			
HD Type:	0	0	0			
						15/32" APA Rated Sheathing
Shear critical, plf:	354	354	354			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No			Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single			
Concrete Anch.?	No	No	No			
Wall Type:	B	B	B			Holdown Types:
Wall Capacity, plf:	380	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0			Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes			

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
RC	0	0	1621	Wind Uplift (U) =	10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	6.00	7.00	21.00		34.00
RC Wall Height (H1), ft:	12.00	12.00	12.00		
Trib. 1, ft:	4.00	4.00	4.00		
Rtn. Load (RL), lb:	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00		
Wall Weight (Ww), psf:	80.00	80.00	80.00		
Seismic, plf:	48	48	48		= 1621 lb / 34'
MoT (Seismic), ft-lb:	3433	4005	12014		= (1621 lb / 34' * Lo * H1)
Mr (Seismic), ft-lb:	19776	26684	231756		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1158	-1429	-5222		= (Mot - (0.6 - 0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0		
HD Type:	0	0	0		
	15/32" APA Rated Sheathing				
Shear critical, plf:	48	48	48		Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0		Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No		Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single		
Concrete Anch.?	No	No	No		
Wall Type:	A	A	A		Holdown Types:
Wall Capacity, plf:	260	260	260		Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0		Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0		Seg. 3: '0' no holdown required
3x Members req.:	No	No	No		

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S1	0	0	4254	Wind Uplift (U) =	10.00 psf
Load from R1, lb:	0	0	6433	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	10687		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	3.50				
R1 Wall Height (H1), ft:	12.00				
S1 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	120.00				
Seismic, plf:	3053				
w/ H/W, plf:	5125				
M _{OT} (Seismic), ft-lb:	209201				
Mr (Seismic), ft-lb:	18744				
HD (Seismic), lb:	56960				
Holddown Capacity, lb:					
HD Type:	NG				
					15/32" APA Rated Sheathing
Shear critical, plf:	5125				
HD critical, lb:	56960				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	Dbl. Req.				
Wall Capacity, plf:					
Controlling HD Type:	NG				
Holddown Capacity, lb:					
3x Members req.:	Yes				

$$= (4254 \text{ lb} + 6433 \text{ lb}) / 3.5'$$

(includes h/v ratio increases)

$$= (4254 \text{ lb} / 3.5' \cdot Lo \cdot H2) + (6433 \text{ lb} / 3.5' \cdot Lo \cdot (H1 + H2 + Fd))$$

$$= (Rw \cdot Trib. 1 + Uw \cdot Trib. 2 + Ww \cdot (H1 + H2)) \cdot (Lo)^{2/2} + RL \cdot Lo$$

$$= (Mot - (0.6 - 0.075) \cdot Mr) / Lo$$

Holddown Types:
Seg. 1: 'NG' larger holddown required

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (N)	0	0	3297	Wind Uplift (U) =	10 psf
Load from R2 (N), lb:	0	0	5151	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	8448		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	14.33				
! (N) Wall Height (H1), ft:	12.00				
! (N) Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	590				
M _{OT} (Seismic), ft-lb:	166227				
Mr (Seismic), ft-lb:	32231				
HD (Seismic), lb:	10419				
Holddown Capacity, lb:	14375				
HD Type:	12				
					15/32" APA Rated Sheathing
Shear critical, plf:	590				
HD critical, lb:	10419				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	D				
Wall Capacity, plf:	640				
Controlling HD Type:	12				
Holddown Capacity, lb:	14375				
3x Members req.:	Yes				

$$= (3297 \text{ lb} + 5151 \text{ lb}) / 14.33'$$

$$= (3297 \text{ lb} / 14.33' \cdot Lo \cdot H2) + (5151 \text{ lb} / 14.33' \cdot Lo \cdot (H1 + H2 + Fd))$$

$$= (Rw \cdot Trib. 1 + Uw \cdot Trib. 2 + Ww \cdot (H1 + H2)) \cdot (Lo)^{2/2} + RL \cdot Lo$$

$$= (Mot - (0.6 - 0.075) \cdot Mr) / Lo$$

Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field

Holddown Types:
Seg. 1: '12' = HDU14-SDS2.5 and PAB8x30 Anchor Bolt

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (S)	0	0	5935	Wind Uplift (U) =	10 psf
Load from R2 (S), lb:	0	0	6599	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	12534		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	10.33	14.33			24.66
1 (S) Wall Height (H1), ft:	12.00	12.00			
2 (S) Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	2.00	2.00			
Trib. 2, ft:	4	4			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	508	508			= (5935 lb + 6599 lb) / 24.66'
M _{OT} (Seismic), ft-lb:	97629	135433			= (5935 lb / 24.66' * Lo * H2) + (6599 lb / 24.66' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	17325	32231			= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	8571	8270			= (Mot - (0.6 - 0.075) * Mr) / Lo
Holddown Capacity, lb:	14375	8315			
HD Type:	12	11			
					15/32" APA Rated Sheathing
Shear critical, plf:	508	508			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	8571	8270			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holddown Types:
Wall Capacity, plf:	640	640			Seg. 1: '12' = HDU14-SDS2.5 and PAB8x30 Anchor Bolt
Controlling HD Type:	12	11			Seg. 2: '11' = HHDQ11-SDS2.5 and SB1x30 Anchor Bolt
Holddown Capacity, lb:	14375	8315			
3x Members req.:	Yes	Yes			

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S5	0	0	12359	Wind Uplift (U) =	10 psf
Load from R5, lb:	0	0	0	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	12359		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	10.33	14.33			24.66
R5 Wall Height (H1), ft:	12.00	12.00			
S5 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	0.00	0.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	501	501			= (12359 lb + 0 lb) / 24.66'
M _{OT} (Seismic), ft-lb:	60831	84387			= (12359 lb / 24.66' * Lo * H2) + (0 lb / 24.66' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	15405	28535			= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	5106	4843			= (Mot - (0.6 - 0.075) * Mr) / Lo
Holddown Capacity, lb:	5980	5980			
HD Type:	9	9			
					15/32" APA Rated Sheathing
Shear critical, plf:	501	501			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	5106	4843			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holddown Types:
Wall Capacity, plf:	640	640			Seg. 1: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Controlling HD Type:	9	9			Seg. 2: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Holddown Capacity, lb:	5980	5980			
3x Members req.:	Yes	Yes			

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S7	0	0	3357	Wind Uplift (U) = 10 psf	
Load from R7, lb:	0	0	5385	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	8742		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	13.00	14.50			27.50
R7 Wall Height (H1), ft:	12.00	10.33			
S7 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	4.00	4.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	120.00	120.00			
Seismic, plf:	318	318			= (3357 lb + 5385 lb) / 27.5'
M _{OT} (Seismic), ft-lb:	81651	86331			= (3357 lb / 27.5' *Lo*H2)+(5385 lb / 27.5' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	254579	295316			= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	-4000	-4739			= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	0	0			
HD Type:	0	0			
Shear critical, plf:	318	318			15/32" APA Rated Sheathing
HD critical, lb:	0	0			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	B	B			Holdown Types:
Wall Capacity, plf:	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0			
3x Members req.:	No	No			

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S8	0	0	1216	Wind Uplift (U) = 10 psf	
Load from R8, lb:	0	0	2068	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	3284		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	10.33				10.33
R8 Wall Height (H1), ft:	12.00				
S8 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	80.00				
Seismic, plf:	318				= (1216 lb + 2068 lb) / 10.33'
M _{OT} (Seismic), ft-lb:	65471				= (1216 lb / 10.33' *Lo*H2)+(2068 lb / 10.33' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	110482				= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	723				= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	2550				
HD Type:	6				
Shear critical, plf:	318				15/32" APA Rated Sheathing
HD critical, lb:	723				Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	B				Holdown Types:
Wall Capacity, plf:	380				Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt
Controlling HD Type:	6				
Holdown Capacity, lb:	2550				
3x Members req.:	No				

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SA	0	0	9199	Wind Uplift (U) = 10 psf	
Load from RA, lb:	0	0	15504	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	24703		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	4.83	5.00	6.50	6.83	23.17
RA Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SA Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	1066	1066	1066	1066	= (9199 lb + 15504 lb) / 23.17'
w/ HW, plf:	1296	1253			(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	102586	106131	137971	145039	= (9199 lb / 23.17' *Lo*H2)+(15504 lb / 23.17' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	35793	38275	64295	70981	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	17338	17207	16033	15773	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:					
HD Type:	NG	NG	NG	NG	
					15/32" APA Rated Sheathing
Shear critical, plf:	1296	1253	1066	1066	
HD critical, lb:	17338	17207	16033	15773	
40% increase for wind?:	No	No	No	No	
Sheathing Layers:	Single	Single	Single	Single	
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	Dbl. Req.	Dbl. Req.	Dbl. Req.	Dbl. Req.	Holdown Types:
Wall Capacity, plf:					Seg. 1: 'NG' larger holdown required
Controlling HD Type:	NG	NG	NG	NG	Seg. 2: 'NG' larger holdown required
Holdown Capacity, lb:					Seg. 3: 'NG' larger holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: 'NG' larger holdown required

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SB	0	0	11377	Wind Uplift (U) = 10 psf	
Load from RB, lb:	0	0	17125	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	28502		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	11.00	12.00	20.00	24.50	67.50
RB Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SB Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	422	422	422	422	= (11377 lb + 17125 lb) / 67.5'
M _{OT} (Seismic), ft-lb:	90856	99115	165192	202360	= (11377 lb / 67.5' *Lo*H2)+(17125 lb / 67.5' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	182611	217104	600400	899873	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	-456	-1239	-7501	-11023	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	0	0	0	0	
HD Type:	0	0	0	0	
					15/32" APA Rated Sheathing
Shear critical, plf:	422	422	422	422	Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0	0	Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No	No	Seg. 3: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single	Single	Seg. 4: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	C	C	C	C	Holdown Types:
Wall Capacity, plf:	490	490	490	490	Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0	0	Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0	0	Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: '0' no holdown required

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SD	0	0	3243	Wind Uplift (U) = 10 psf	
Load from RC, lb:	0	0	0	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	3243		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	20.00				20.00
RC Wall Height (H1), ft:	12.00				
SD Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	162				= (3243 lb + 0 lb) / 20'
M _{OT} (Seismic), ft-lb:	38105				= (3243 lb / 20' * Lo * H2) + (0 lb / 20' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	68400				= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	110				= (Mot - (0.6 - 0.075) * Mr) / Lo
Holdown Capacity, lb:	2550				
HD Type:	6				
					15/32" APA Rated Sheathing
Shear critical, plf:	162				Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
HD critical, lb:	110				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	A				Holdown Types:
Wall Capacity, plf:	260				Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt
Controlling HD Type:	6				
Holdown Capacity, lb:	2550				
3x Members req.:	No				

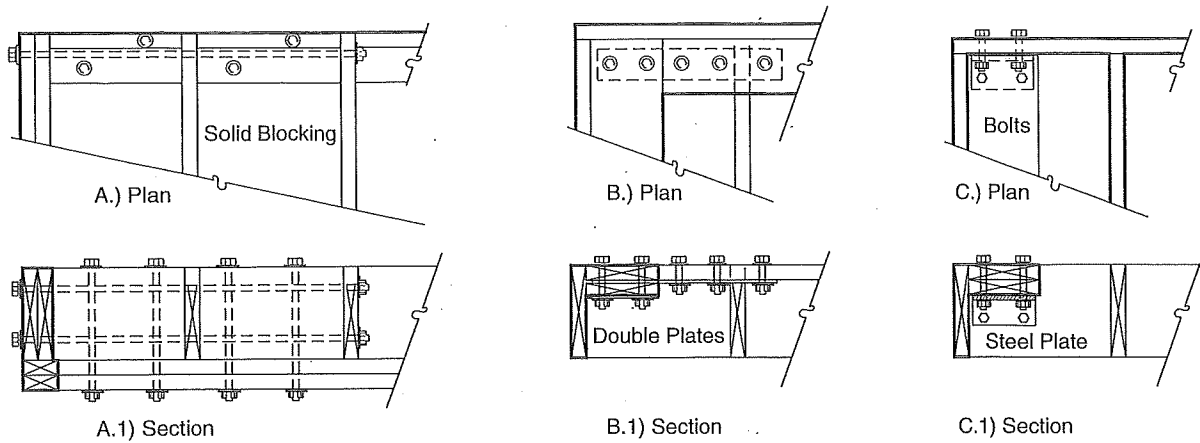


Figure 10.14 Typical corner details

TRANSVERSELY SHEATHED DIAPHRAGMS (Douglas Fir-Larch Lumber)

Table 10.1

Maximum Span-Width or Height-Width Ratio		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing of Stud, Joist, or Perimeter Member and at Butted Ends	Allowable Lateral Shear Load lbs. per lineal ft. for Stud or Joist Spacing in inches of		
					12	16	24
Horizontal Diaphragms Restraining:		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing of Stud, Joist, or Perimeter Member and at Butted Ends	Allowable Lateral Shear Load lbs. per lineal ft. for Stud or Joist Spacing in inches of		
Masonry or Concrete Walls	Wood or Similar Walls				12	16	24
Not recommended	Limited by acceptable deflection of wall	Limited by acceptable deflection	6	2	100	75	50
			8	2	114	86	57
			10	2	124	93	62

DIAGONALLY SHEATHED DIAPHRAGMS

Maximum Span-Width or Height-Width Ratio		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing at:		Allowable Lateral Shear Load lbs. per lineal ft.
				Perimeter Members and Butted Ends of Boards	Stud or Joist	
Horizontal Diaphragms Restraining:		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Perimeter Members and Butted Ends of Boards	Stud or Joist	Allowable Lateral Shear Load lbs. per lineal ft.
Masonry or Concrete Walls	Wood or Similar Walls					
3:1	4:1	2:1	6	2	2	345
			8	2	2	262
				3	2	393

continued



Ashland City Hall
Replacement
Feasibility Study

Final Report

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Prepared for

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Prepared by

ORW Architecture

Ashland City Hall is a historic, unreinforced masonry structure in downtown Ashland and houses Administration, Finance, Legal and City Recorder offices. Approximately one block away is Ashland's Community Development Services Building that houses Building, Planning, and Public Works Engineering offices.

Due to level changes, six entries, and a demising wall through the center of City Hall, workspace within City Hall is crowded, inefficient, and borderline dysfunctional. In addition, Miller Engineering studied City Hall's structural system in 2015 and declared the historic structure vulnerable to collapse in a seismic event. The physical deficiencies of City Hall, in combination with the City's desire to serve the public more efficiently and effectively by consolidating services and right-sizing workspaces, served as a catalyst for the 2016 Ashland City Hall Feasibility Study.

The Feasibility Study identified the amount of space needed in a future consolidated City Hall (using 2021 and 2031 as planning milestones), explored how it would optimally be configured on three different sites (the City Hall site, the Community Development Services site, and a city-owned parking lot on Lithia Way and N. Pioneer), and modeled the costs of each. In four options, the study consolidated City Hall and Community Development departments into a single structure with the aim of delivering city services efficiently and conveniently for the public. A fifth option retained both existing buildings, and expanded and reconfigured departments within them.

Physical Improvements Facilitate Functional Improvements

Consolidating functions in City Hall aims to improve how the public access city services, and create workspaces that facilitate staff productivity. In options that consolidate departments, the plan includes a larger front counter on the ground floor so the majority of public business transactions such as utility payments, permits, and business licenses, occur at a single location. In all options, particularly those at City Hall, space will be organized to facilitate collaboration where needed, facilitate focused work where needed, and minimize distractions that lower productivity.

Space Needs Program

ORW Architecture interviewed City staff in each department to determine optimal adjacencies and quantify projected staff and area needs with planning horizon milestones of 2021 (the earliest potential move-in date) and 2031 (providing for future growth). The gross area for 2021 was 23,017 square feet, and 2031 was 24,352 square feet. Because the additional area to accommodate modest future growth was relatively small, the 2031 area was used to test design options.

Design Options

Seven feasibility options (Options 4 and 5 have variations) were explored on three sites, each with a different set of opportunities and constraints. The intent of the explorations was to identify significant design issues and determine if the options were feasible. Five of the options provided sufficient space to accommodate the program area, were deemed feasible, and cost modeled.

Option 1 consolidated City Hall and Community Development departments on the City Hall site with all new construction. To maximize building area on the site, the option included a new basement (for storage or other non-office functions) and four additional floors, resulting in a maximum area of 18,500 SF. Because this was nearly 25% less area than needed, this option was deemed unfeasible.

Option 2 consolidated City Hall and Community Development departments on the City Hall site with mostly new construction, but preserved the majority of north and west walls to maintain the building's historic features. Similar to Option 1, due to the lack of available area this option was deemed unfeasible.

Option 3 consolidated City Hall and Community Development departments on the Community Development site. This option maximized the use of the existing building's structure and expanded the building an additional two levels to provide the needed area. While slightly less area than needed, this option was deemed feasible.

Option 4 maintained both existing buildings by expanding City Hall (basement plus three floors) and reconfiguring the Community Development building. This Option was deemed feasible and could be implemented as Option 4A (all new construction at City Hall), or Option 4B (preserving the two historic walls).

Option 5 consolidated City Hall and Community Development departments on the Lithia Way and North Pioneer site with all new construction including some surface parking spaces and some underground parking spaces. This option was deemed feasible and could be implemented as Option 5A (with one level of underground parking to satisfy zoning code requirements), or Option 5B (with two levels of underground parking to satisfy the zoning code and provide additional public parking).

Public Involvement

The project sought public input through an Open House, and digitally through Open City Hall on the City's website. The involvement plan was designed to share project information, gather input, and present information to the Mayor and City Council. The Open House engaged approximately 65 attendees, and Open City Hall experienced 139 visitors with 28 responses. Both gathered input on design priorities, with top priorities being Energy Efficiency, Public Access, whether the project should be located on or off the plaza, and whether the project should be a city priority. Both gathered input on cost priorities, with a preference on delivering design priorities over cutting priorities to reduce project costs.

Costs

Feasible design options (Options 3, 4A, 4B, 5A, and 5B) were cost modeled in collaboration with Adroit Construction. Costs included construction, moving, temporary offices and utilities for options that required temporary displacement of City staff during construction, and estimated escalation to 2021. Cost models were established on a cost per square foot basis for an assumed level of quality and other factors specific to each option such as a constrained site, protecting portions of the existing building, and structured parking.

Option 3 (consolidated functions at an expanded Community Development building) in 2016 is estimated to be \$7.28 million, and in 2021 is estimated to be \$9.52 million.

Option 4A (all new construction at an expanded City Hall plus some reconfiguration of the Community Development building) in 2016 is estimated to be \$6.54 million, and in 2021 is estimated to be \$8.54 million.

Option 4B (mostly new construction at an expanded City Hall while preserving historic walls, plus some reconfiguration of the Community Development building) in 2016 is estimated to be \$7.41 million, and in 2021 is estimated to be \$9.68 million.

Option 5A (all new construction at Lithia Way and North Pioneer with one level of underground parking) in 2016 is estimated to be \$12.35 million, and in 2021 is estimated to be \$16.14 million.

Option 5B (all new construction at Lithia Way and North Pioneer with two levels of underground parking) in 2016 is estimated to be \$14.97 million, and in 2021 is estimated to be \$19.57 million.

Refer to the body of the report and the appendix for additional information on each section.

Analysis Summary

ORW Architecture surveyed spaces within City Hall and the Community Development Services building, and interviewed City staff in each department to determine optimal adjacencies and quantify projected staff and area needs with planning horizon milestones of 2021 (the earliest potential move-in date) and 2031 (providing for future growth).

While Ashland's population has grown slowly, city services are robust and evolve as needed. The space needs program allows for modest future growth and flexibility to accommodate restructuring of departments and staff positions.

Both City Hall and the Community Development Services Building lack sufficient meeting space for internal and public meetings. The space needs program proposes additional shared meeting rooms, and some enclosed offices include space to accommodate small meetings. A consolidated City Hall needs to balance a sense of welcome with a reasonable degree of security; rooms with public access, including most meeting rooms, should be located on the public side of a secure counter.

Most workspaces in City Hall are cramped, poorly organized, and challenged by dysfunctional conditions such as ground floor level changes, multiple entries without weather vestibules (distracting to staff), lack of confidentiality for information and meetings due to lack of space, and lack of privacy for sensitive conversations, particularly for the public regarding utility payments and arrangements. Most workspaces in the Community Development building are flexible and generally meet current staff needs, but need some room for future growth.

Paper storage is significantly undersized, and the City rents off-site storage space that doesn't comply with archival document storage requirements. Digitizing many documents could occur in the future to reduce storage needs, but would need dedicated staff to implement. The program proposes compact storage to efficiently address current and future needs, reduce rented storage fees, and open space in Community Development for future office growth.

The adjacent table shows an area summary of all departments. Net Square Foot (NSF) areas were developed for each department and includes circulation within departments. The summary includes a grossing factor to account for vertical circulation, building corridors, exterior walls, and service and mechanical spaces to arrive at Gross Square Foot (GSF) areas for 2021 (23,017 GSF), and 2031 (24,352 GSF). Because the additional area to accommodate modest future growth was relatively small, the 2031 area was used to test design options.

Projected Space Data								
	2021				2031			
Divisions	Staff	Dept NSF	18% Gross	2021 GSF	Staff	Dept NSF	18% Gross	2031 GSF
Administration		3811	1.18	4497		4054	1.18	4784
City Administrator/Mayor		1253	1.18	1478		1497	1.18	1766
HR		390	1.18	460		512	1.18	604
Legal		1695	1.18	2000		1695	1.18	2000
City Recorder		356	1.18	420		356	1.18	420
Shared		187	1.18	221		187	1.18	221
Administrative Services		3193	1.18	3768		3715	1.18	4383
Accounting		765	1.18	903		887	1.18	1047
Customer Service/UB		678	1.18	800		800	1.18	943
Finance		1029	1.18	1214		1307	1.18	1542
Shared		721	1.18	851		721	1.18	851
Community Development		4566	1.18	5388		4688	1.18	5532
Community Development		790	1.18	790		790	1.18	790
Planning		868	1.18	868		868	1.18	868
Building		1420	1.18	1420		1542	1.18	1542
Shared		1196	1.18	1196		1196	1.18	1196
Public Works Engineering		3460	1.18	4083		3704	1.18	4371
Total Staff Spaces	71				80			
Common Areas		4476	1.18	5282		4476	1.18	5282
TOTAL AREA				23017				24352
Vertical Circulation	8%							
Corridors/Ext. Walls	7%							
Custodial/HVAC	3%							
Total Grossing Factor	18%							

Administration Department

The Administration department comprises the Mayor, City Administration, Human Resources, Legal, and the City Recorder. While most proposed meeting rooms are intended to be shared by all departments, each department has at least one meeting room located nearby that is sized for its particular need.

The Mayor's office shares a small waiting area with the City Administrator, and benefits from being nearby but doesn't need to be adjacent. The City Administrator should be adjacent to the (future) Assistant City Administrator and should not be immediately adjacent to the waiting area due to the public hearing internal conversations when doors are open. The Administration staff works most closely with Human Resources, Legal, and Finance. Because of the meeting-intensive work of Administration, the City Administrator and Assistant Administrator have room for meetings within their offices. A small waiting area is located near Administration and could accommodate locked file storage for the department.

Human Resources staff need enclosed offices due to the sensitive nature of their work. HR staff are currently located adjacent to the City Administrator and Mayor but would benefit from a bit of distance to maintain discretion for visiting staff. An additional part-time staff position is anticipated in the near future and could be shared with an adjacent department. HR has significant file storage for current staff and recruitment.

The Legal division needs some degree of autonomy to perform duties with confidentiality and impartiality. While legal staff work with all City departments, the closest working relationship is with Administration and Finance due to extent of contract work, but the department needs some physical separation or buffering to retain impartiality. Legal occasionally interfaces with the public but primarily serves the City divisions and should be located away from the primary public entrance to maintain confidentiality for meetings and paperwork. The paralegal also serves the reception function and requires some degree of privacy for confidential paperwork when not at desk. The Law library is primarily for meetings but includes some books; if needed the books could be located in an open area outside the meeting room but should be easily accessible within the division. The paralegal currently collaborates with administrative assistant to the City Recorder (primarily for accessing documents); this adjacency is useful but not required.

The City Recorder is an elected position and serves many functions such as elections officer, City Council clerk, public notices, OLCC and Taxi licenses, and handles important City documents. The Recorder office is primarily paperless but needs access to a small locked file room for older files and books. Should be accessible to the public to accommodate interaction but not immediately adjacent to the lobby to facilitate quiet, focused work. Support staff can be in an adjacent open office but performs focused work (writing Council minutes) and needs a bit of distance from public entry to protect from distraction.

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Administration							
Mayor	O-2	1	12	x	15	180	2-4 person table
City Administrator	O-1	1	15	x	18	270	6 person table
Assistant Administrator	O-2	1	12	x	15	180	Adj. to City Admin
Executive Assistant	WS-1	1	12.5	x	8	94	
Management Analyst	O-3	2	10	x	12	240	
Human Resources							
HR Manager	O-2	1	15	x	12	180	4 person table
HR Analyst	O-3	1	10	x	12	120	2 person at desk, future shared
Admin/HR Position	O-3	1	10	x	12	120	Near-term future may be shared
Legal							
City Attorney	O-2	1	12	x	15	180	2 person table
Asst. City Attorney	O-2	2	12	x	15	360	2 person table, 1 new for 2021
Paralegal/Admin	WS-1	1	12.5	x	8	94	Near library, copy, files
City Recorder							
City Recorder	O-2	1	12	x	15	180	2 pers table, near entry, not adj.
Administrative Assistant	WS-1	1	12.5	x	8	94	Focus work, role may transition
Total 2021 Staff Spaces		15					
Shared Spaces							
Waiting Area		1	10	x	12	120	Near City Admin, locked files
Law Library Meeting	G-4	1	12	x	14	168	8 person table, LCD, books
Law Library books/resources		1	2	x	14	28	May be outside meeting room
Legal File Storage		1	8	x	10	80	Locked file storage
City Recorder File Storage		1	10	x	10	100	Adj. locked file storage
8 Person Conference Room	G-2	1	12	x	12	144	Flat screen & whiteboard
Sub-Total						2931	
Circulation Factor						30%	879
TOTAL AREA 2021			3811				

2031 Projected Space Data						
Administration						
Future Analyst	WS-1	1	12.5	x	8	94
Parking Coordinator/flex	WS-1	1	12.5	x	8	94
Total 2031 Staff Spaces		2				
Sub-Total						188
Circulation Factor				30%		56
TOTAL AREA 2031			4054			

Administrative Services Department

The Administrative Services department comprises the Customer Service/Utility Billing (CS/UB), Accounting, and Finance division. CS/UB is the front face of the department; Accounting and Finance are quiet functions away from the front counter. The divisions are not currently adjacent; in a future building or reconfiguration more adjacency would be useful as long as acoustic separation is maintained and distractions for focused work are minimized.

The Customer Services/Utility Billing division handles frequent, short, and occasionally negatively charged interactions due to general government concerns, anti-government sentiments, parking tickets, and discussions on utility costs, shut-offs, and collections. Since this occurs at the front door in a small waiting area, these can be disruptive and negative. To accommodate these discussions and other spontaneous meetings, a small, unscheduled Customer Service conference room is located near the front entry. Cashier workstations at the front counter should have a moderate degree of privacy for financial discussions. Cashiers handle significant cash, need access to a safe, and need additional security and staff support near the front counter to address security issues. Billing Clerks serve the front counter and need relatively equal and close access to the counter. The CS/UB Division Manager needs an enclosed office with the ability to see staff workstations and the front counter to support staff when needed. A small, open (Tron) station is needed for parking attendant staff to download ticket data.

Accounting and Finance perform many focused tasks and need acoustic separation from entry and lobby, but interact with several City departments for timesheets, forms, checks, etc. A nearby meeting room will serve the department and annual projects such as audits, training, and software conversations.

Finance works most closely with Human Resources, Legal, and Administration. Many financial records are stored off-site and accessed occasionally. Some could be digitized and others need to be stored as hard copies (Payroll must be kept for 75 years). A purchasing representative (part of Finance) currently works at the Service Center to coordinate with shipping/receiving and process goods; the program accommodates a purchasing workstation in case this position is relocated to Finance.

Future needs include a Division Manager for Finance and three clerks (one for each division).

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Accounting							
Accounting Div. Manager	O-3	1	12	x	10	120	desk w/ small 2 per, new for 2021
Accountants	WS-1	2	12.5	x	8	188	
Financial Clerks (AP, AR, PR)	WS-1	3	12.5	x	8	281	
Cust. Service / Utility Billing							
CS Div. Manager	O-3	1	12	x	10	120	desk w/ small 2 per, new for 2021
Billing Clerk	WS-1	3	12.5	x	8	281	
Cashier	WS-4a	2	7.5	x	8	120	Front Counter adj to lobby
Finance							
Director of Admin Svs./Finance	O-1	1	15	x	18	270	4 person table
Fiscal Services Clerk	WS-1	1	12.5	x	8	94	
Admin Assistant	WS-1	1	12.5	x	8	94	
Program Manager (Risk)	O-3	1	12	x	10	120	Near-term future position Ability to consolidate Service Ctr
Program Mgr (Purch/Contract)	O-3	1	12	x	10	120	
Purchasing Rep	WS-1	1	12.5	x	8	94	
Total 2021 Staff Spaces		18					
Shared Spaces							
Front Counter		1	6	x	14	84	2-3 stations
Safe		1	4	x	4	16	Cash, check stocks
ITRON Station	WS-5	1	7.5	x	6	47	Meter reading equipment
6 Person Cust Serv Conf Rm	G-1	1	12	x	10	120	Adj. to main lobby
8 Person Conference Room	G-2	1	12	x	12	144	Training, audits
Copy Room							Shared with common
File Storage		3	6	x	8	144	1 for each Division
Sub-Total						2456	
Circulation Factor				30%		737	
TOTAL AREA 2021			3193				

2031 Projected Space Data						
Finance						
Finance Division Mgr.	O-3	1	12	x	10	120
Financial Clerk (Finance)	WS-1	1	12.5	x	8	94
Accounting/Cust Svs						
Financial Clerk (Acctg)	WS-1	1	12.5	x	8	94
Financial Clerk (Cust Svs)	WS-1	1	12.5	x	8	94
Total 2031 Staff Spaces		4				
Sub-Total						401
Circulation Factor				30%		120
TOTAL AREA 2031			3715			

Community Development Department

The Community Development department comprises Building and Planning divisions. Visits to Community Development are fewer and longer than visits to City Hall. The vast majority of public meetings are cordial but some are negatively charged and improved security is desired.

Over-the-counter permitting (currently processed one day a week) requires a larger front counter to accommodate review of building plans, convenient viewing of permit technician monitors from both sides of the counter, and a small open office area near the front counter for plan intake and Fire Marshall reviews.

Building staff are grouped with the Building Official in an enclosed office and adjacent to a collaborative open office area for building inspectors. One 8-person meeting room is in constant use; the program calls for a 12-person dividable meeting room to accommodate small meetings simultaneously but combine to accommodate a larger group when needed.

Senior Planning Staff are grouped and need enclosed offices to accommodate small meetings. The Administrative supervisor needs proximity to Community Development Director and front counter administrators. A small open office area away from the counter is desired to accommodate focused work or an intern.

Building and planning are going to an electronic permitting process near the end of 2016. It will reduce the need for plan/file storage, but will likely mean an increase in plotting and a larger shared copy room. Community Development has an archive storage room that could partially be allocated to office or meeting space if compact storage is provided in a future building.

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Community Development							
Director Community Dev.	O-1	1	15	x	18	270	4 person table
Admin. Supervisor	WS-1	1	12.5	x	8	94	
Permit Technician	WS-3	2	7.5	x	10	150	
Permit Center Manager	WS-1	1	12.5	x	8	94	
Code Compliance	WS-3	1	7.5	x	10	75	
Housing Program Specialist	WS-3	1	7.5	x	10	75	
Planning							
Planning Manager	O-3	1	12	x	10	120	2 person table
Senior Planner	O-3	2	12	x	10	240	2 person table
Associate Planner	O-3	1	12	x	10	120	2 person table
Assistant Planners	WS-1	2	13	x	8	188	Space for drawing layout
Building							
Building Official	O-3	1	10	x	12	120	Need standing stations
Building Inspectors	WS-1	3	12.5	x	8	281	1 new proposed 2016
Admin/Electric Conservation							Admin Dept but near Planning
Electric Conservation Analyst	WS-1	2	12.5	x	8	188	Webinars, equip storage, dwgs
Electric Management Analyst	WS-1	1	12.5	x	8	94	
Total 2021 Staff Spaces		20					
Shared Spaces							
Front Counter		1	5	x	16	80	2 techs+computers, customers
Lobby/Waiting		1	10	x	18	180	
Plan Review	WS-3	1	7.5	x	10	75	Fire Marshall, standing station
Plan Intake	WS-3	1	7.5	x	10	75	Near counter
Flex/Intern/Minutes Station	WS-3	1	7.5	x	10	75	Focused work away from noise
12 Person Conf. Room		1	10	x	24	240	Pre-Apps, dividable, near lobby
Copy Room	O-7	1	12	x	10	120	Shared with PW
Archive/Dwg/File Storage		1	20	x	28	560	Recommend compact system. Excludes 100sf at ComCtr.
Sub-Total						3513	
Circulation Factor				30%		1054	
TOTAL AREA 2021			4566				

2031 Projected Space Data						
Building	WS-1					
Building Inspectors		1	12.5	x	8	94
Total 2031 Staff Spaces		1				
Sub-Total						94
Circulation Factor				30%		28
TOTAL AREA 2031			4688			

Public Works Department

Public Works management and engineering staff are located at the Community Development building. Public Works staff oversee City infrastructure, maintain utility locations, manage design and construction projects, issue right-of-way permits and maintain GIS maps. Staff participate in pre-application conferences and other front counter interactions with the public but typically less than Community Development staff. Staff need access to both digital and hard copy maps for collaboration and use, particularly when digital access is unavailable such as an electrical outage or seismic event. The program includes a Map Library area (open or enclosed) that accommodates map and document flat file storage, pin-up area, and space for small meetings or collaborative reviews. Public Works shares a large copy room with Community Development and needs a separate, smaller area for plotting and copying. If City Hall is outfitted with compact storage, some of Public Works archives could be digitized or relocated, and some of the current archive space could be used for future office or meeting space.

Staff frequently use existing showers and changing rooms. Showers are included in the program and need improved changing accessories (benches and hooks) and separate access to lockers when showers are in use.

The program includes future growth for an Engineering supervisor or Project Manager, and an engineer. In the near future Public Works anticipates intern assistance, and the program accommodates two small or a larger shared intern workstation area.

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
PW Engineering							
Director Of Public Works	O-1	1	15	x	18	270	4 person table
Senior Engineer	O-3	1	12	x	10	120	2 person table
Admin. Supervisor	O-3	1	12	x	10	120	2 person table
Engineering Services Mgr.	O-3	1	12	x	10	120	2 person table
GIS Manager	O-3	1	12	x	10	120	2 person table
Admin. Staff	WS-3	2	7.5	x	10	150	1 nr Dir + Spvsr, 1 nr counter
Engineering/PM	WS-1	5	12.5	x	8	469	Inspection, Traffic, Survey
Flex/Interns	WS-3	2	7.5	x	10	150	Near-term future
GIS Division	WS-1	2	12.5	x	8	188	
Water Conservation	WS-1	2	12.5	x	8	188	
Total 2021 Staff Spaces		18					
Shared Spaces							
Front Counter	G-1	1	5	x	8	40	tech+computer, customers
6 Per. Conf. Room		1	12	x	10	120	Pre-Apps, near lobby
Maps/Document Library		1	12	x	14	168	Dwg storage, table, pin-up, mtg
Plotter/Copy Area		1	8	x	10	80	Large plotter, paper storage
Archive/Dwg/File Storage		1	18	x	20	360	Recommend compact system
Restrooms with Showers						Included in Common Areas	
Sub-Total						2662	
Circulation Factor			30%			799	
TOTAL AREA 2021			3460				

2031 Projected Space Data						
PW Engineering						
Engineering/PM	WS-1	2	12.5	x	8	188
Total 2031 Staff Spaces		2				
Sub-Total						188
Circulation Factor			30%			56
TOTAL AREA 2031						3704

Common Areas

Many of the City's common areas, particularly those in City Hall, are undersized, poorly organized, and create distractions for staff. Redesigned common areas should improve efficiency and collaboration, and reduce disruption.

Current meeting space in City Hall is significantly undersized. The program proposes all meeting rooms be shared throughout the City, but at least one meeting room is located adjacent to or within each department. A larger, flexible public meeting room is included with an adjacent storage room for furnishings.

The current main copy/mail room can remain shared but is undersized. The program proposes additional counter space for collating Council packets and LUBA records.

All restrooms in City Hall are located immediately adjacent to workspaces. Future restrooms need some degree of separation and acoustic isolation. Showers currently exist in Community Development and are well used; a future building needs to maintain showers and separate lockers from the shower area.

A Lactation/Quiet Room is provided for nursing mothers and staff who need a temporary quiet space (migraines, etc.).

The City Hall Breakroom is significantly undersized and open on two sides which effectively makes it a corridor. The openness combined with its central position makes it disruptive for adjacent staff, and the corridor condition makes it disruptive to staff using it as a breakroom. A future Breakroom should be acoustically separated from adjacent workstations and be large enough to accommodate multiple groups.

Space Data								
Program Space	Space Type	Qty	New Size			NSF Area	Remarks	
Women's Restrooms	G-1	2	16	x	8	256	2 stalls each	
Men's Restrooms		2	16	x	8	256	2 stalls each	
All Gender Restrooms		2	5	x	8	80	Shared with Public	
Shower Rooms		2	5	x	8	80	Benches. Lockers in restrooms	
Lactation/Quiet Room		1	8	x	10	80	Sink, dorm fridge, comfort chair	
Lobby		1	12	x	18	216	Adj to UB cashiers	
Entry Vestibule		1	8	x	10	80	Weather protection, flyers	
Breakroom		1	18	x	22	396	Split if depts not consolidated	
Coffee Point		1	4	x	6	24	Alternate floor than breakrm	
Copy / Mail Room		1	15	x	20	300	Shared, collating island, plotter	
File / Archive Storage		1	25	x	30	750	Replaces rented units (\$5K/Yr).	
50-90 Person Conf. Room		1	25	x	36	900	Recommend compact system	
50-90 Person Conf. Storage		1	4	x	8	32	Public meetings	
Police Contact Station		1	14	x	20	280	Furnishings	
Shared Spaces in Departments							Exterior access, public counter	
6 Person Cust Serv Conf Rm		1	10	x	12		Near Entry & Utility Billing	
6 Person Conf. Room		1	10	x	12		Near Com Dev & Public Wks	
8 Person Conference Room	1	12	x	12		Near Admin		
8 Person Law Library/Conf Room	1	14	x	14		Near Legal & Admin		
8 Person Training/Conf Room	1	12	x	12		Near Finance & Accounting		
12 Person Dividable Conf Room	1	10	x	24		Near Com Dev & Public Wks		
Sub-Total						3730		
Circulation Factor				20%		746		
TOTAL AREA 2021						4476		

Feasibility Options

Seven options (Options 4 and 5 have multiple variations) were explored on three sites, each with a different set of opportunities and constraints. The intent of the explorations was to identify significant design issues and determine if the options were feasible. Five of the options provided sufficient space to accommodate the program area, were deemed feasible, and cost modeled.

Each of the options includes a list of unique considerations and a set of floor plans showing the number of levels, the available area on each level, and context at the ground level.

Option 1 - City Hall Expansion, New Construction

Option 1 consolidated City Hall and Community Development departments on the City Hall site with all new construction. To maximize building area on the site, the option included a new basement (for storage or other non-office functions) and four additional floors, resulting in a maximum area of 18,500 SF. Because this was nearly 25% less area than needed, this option was deemed unfeasible.

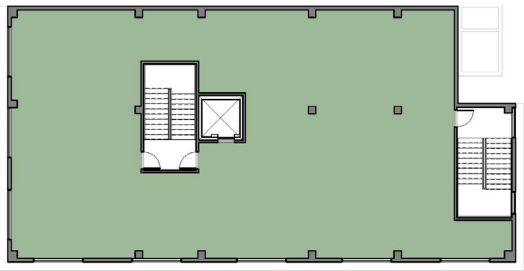
Option 1 Considerations:

- Area needed: approx 24,400 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels all new construction to current building code
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Inadequate parking for public visitors and staff
- City Hall within Hosler Dam inundation zone

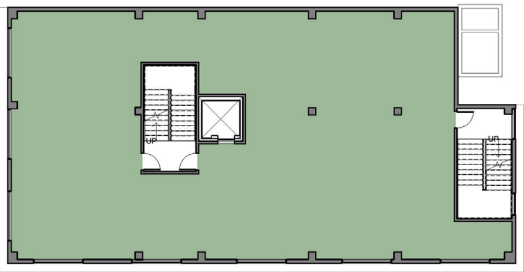
Finding:

This option is considered unfeasible due to inadequate area.

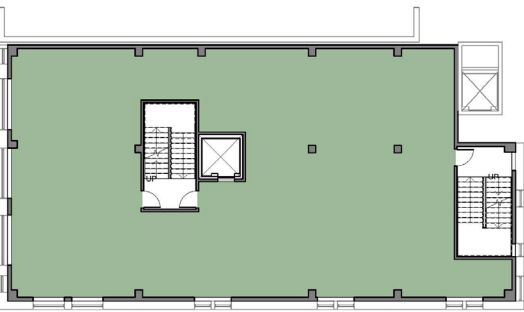
L4 3,700 SF



L3 3,700 SF



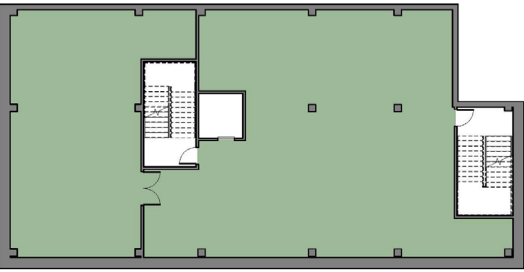
L2 3,700 SF



L1 3,700 SF



L0 3,700 SF - Storage



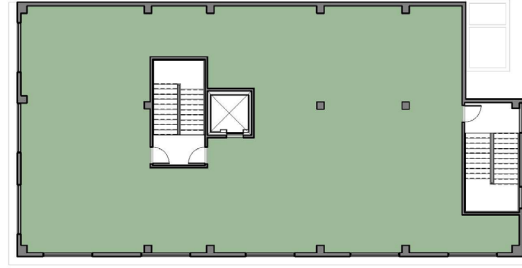
Option 2 - City Hall Expansion, Preserve Historic Features

Option 2 consolidated City Hall and Community Development departments on the City Hall site with mostly new construction, but preserved the majority of north and west walls to maintain the building's historic features.

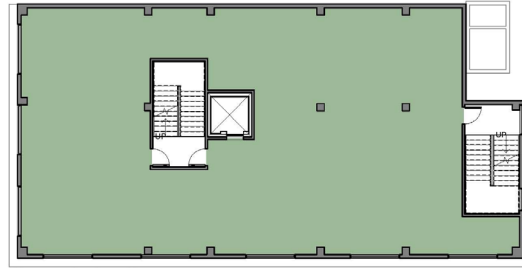
- Area needed: approx 24,400 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels to current building code
- Preserve historic north & west walls
- 2 lower levels mostly new construction, upgrade structure of historic walls
- 2 upper levels all new construction
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Historic preservation honors history, increases construction duration and cost
- Inadequate parking for public visitors & staff
- City Hall within Hosler Dam inundation zone

Finding:

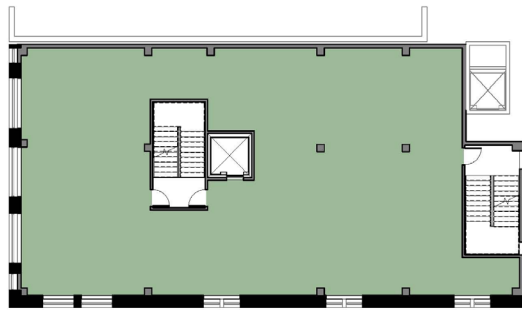
This option is considered unfeasible due to inadequate area.



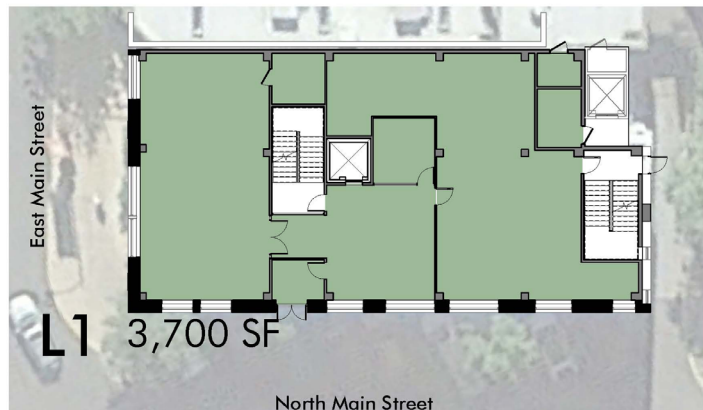
L4 3,700 SF



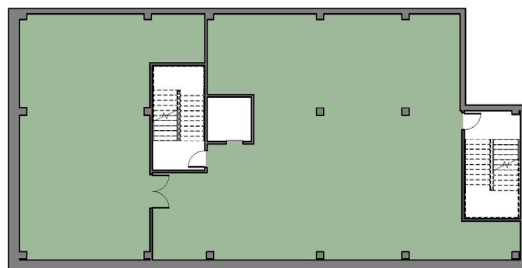
L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF

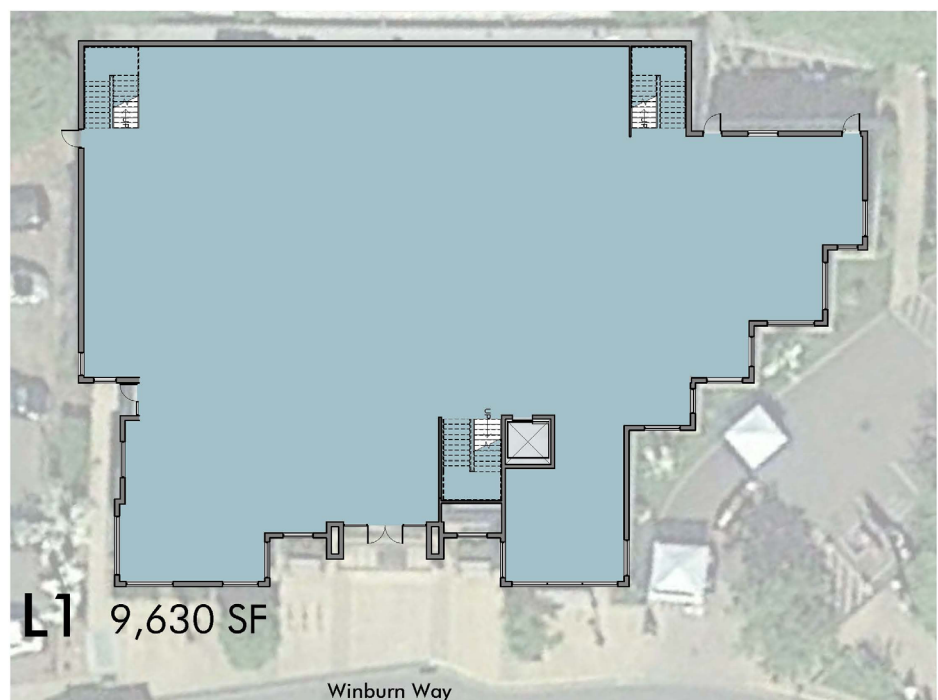
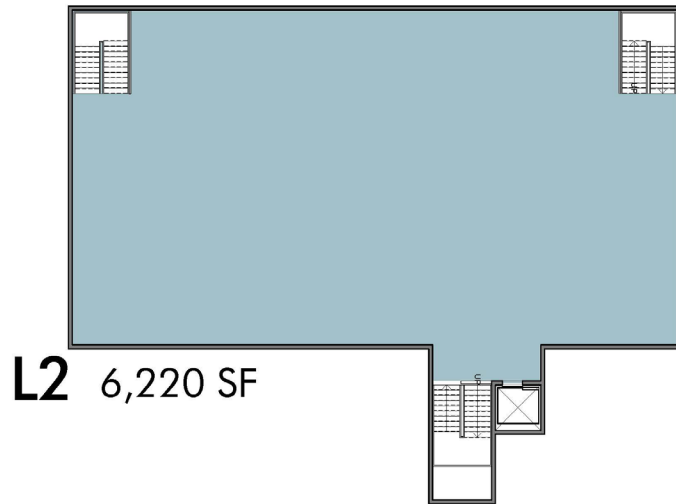
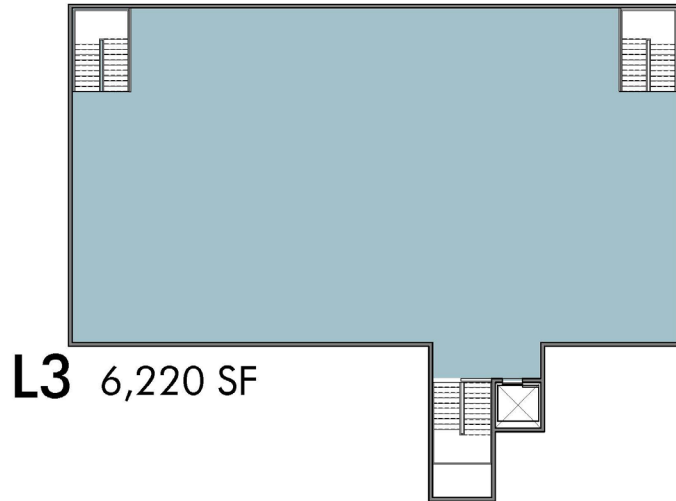
Option 3 - Community Development Expansion

Option 3 consolidated City Hall and Community Development departments on the Community Development site. The original structure was the Hillah Temple, renovated in the 1990s to accommodate City functions with additions along the north and east sides. This option maximized the use of the existing building's original Hillah Temple structure and expanded the building an additional two levels to provide the needed area.

- Area needed: approx 24,400 SF
- Area available: approx 22,070 SF
- Maintain existing first floor plus 2 new levels
- Consolidation enhances public convenience & governmental efficiency
- Larger floorplate increases usable space & flexibility
- Maintain location of Community Development functions
- Maintain existing off-street parking & recycling area
- Maintain existing public access to Alice Peil Walkway & public restrooms
- Move City Hall functions to Community Development site
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Requires temporary staff relocation during construction
- Community Development within Hosler Dam inundation zone
- Inadequate parking for public visitors and staff

Finding:

While this option offers slightly less area than the optimal area needed, the larger floorplate provides an opportunity for more useable area and a more efficient layout. This option is considered feasible.



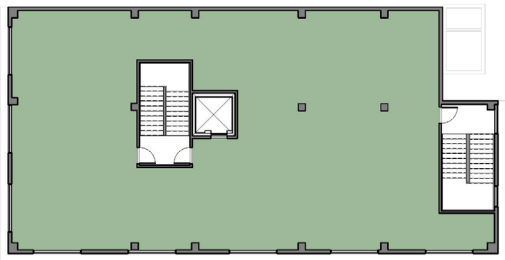
Option 4: City Hall Expansion + Community Development Reconfiguration

Option 4 maintained both existing buildings by expanding City Hall (with a basement plus three floors) and reconfiguring the Community Development building. This Option can be implemented as Option 4A (all new construction at City Hall), or Option 4B (preserving the two historic walls).

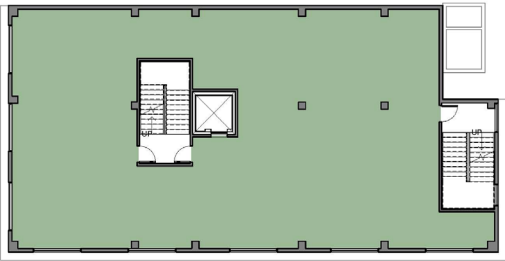
- Area needed: approx 24,400 SF
- Area available: approx 24,500 SF
- At City Hall provide basement plus 3 levels, can be new construction or preserve historic walls
- Provide minor reconfiguration of Community Development for future growth
- Maintains dispersed city services, not as efficient for staff productivity
- Maintains ownership of both buildings
- Maintains location of City Hall & Community Development functions
- Relocate large meeting room, leased storage spaces, and majority of Community Development archives to City Hall
- Only City Hall requires temporary staff relocation during construction
- Downtown construction may impact tourism and traffic flow
- City Hall and Community Development are within Hosler Dam inundation zone
- Inadequate parking for public visitors & staff

Finding:

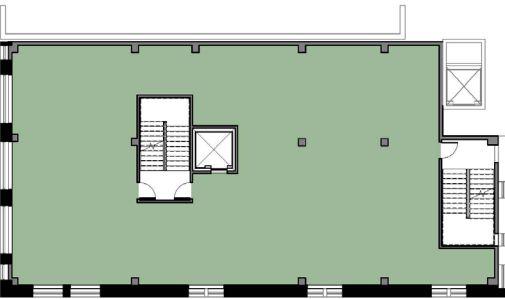
This option is considered feasible.



L4 3,700 SF



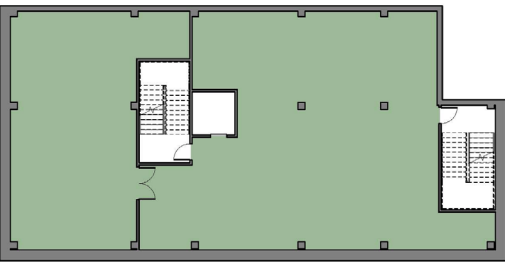
L3 3,700 SF



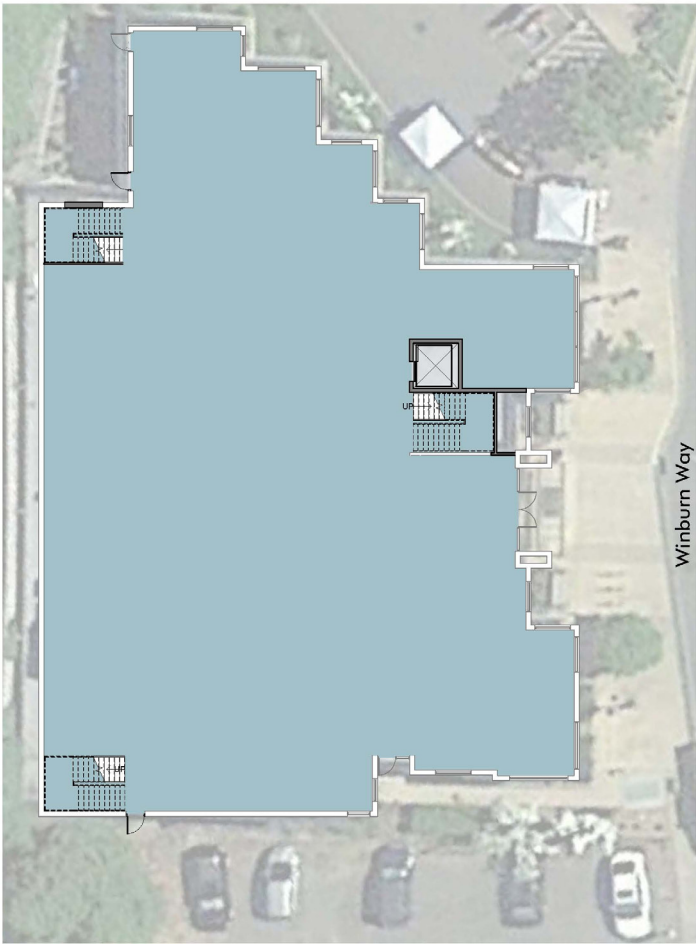
L2 3,700 SF



L1 3,700 SF



L0 3,700 SF



L1 9,630 SF

Option 5: New Construction at Lithia Way & North Pioneer

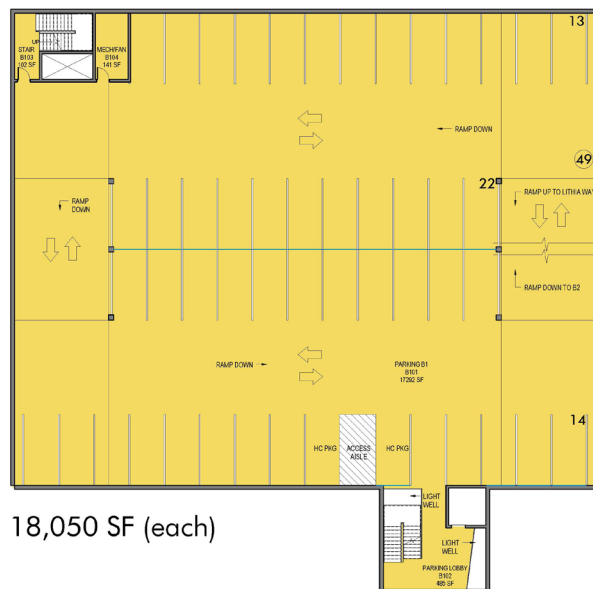
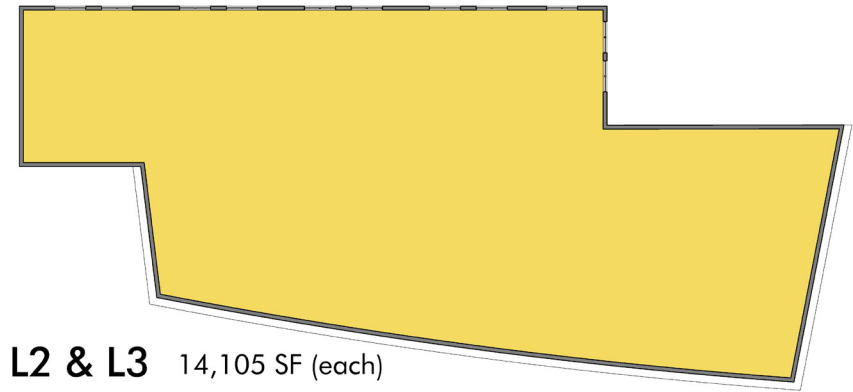
Option 5 consolidated City Hall and Community Development departments on the Lithia Way and North Pioneer site with all new construction including some surface parking spaces and some underground parking spaces. This option can be implemented as Option 5A (with one level of underground parking to satisfy zoning code requirements), or Option 5B (with two levels of underground parking to satisfy the zoning code and provide additional public parking).

- Area needed: approx 24,400 SF
- Area available: approx 26,135 SF
- New 2 level building w/ 2 levels of underground parking
- Consolidation enhances public convenience & governmental efficiency
- Largest floorplate increases useable space & flexibility
- Maintains existing public parking
- Reduces downtown parking demand by providing code required parking for new building
- Access easement to adjacent property
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Sell Community Development Building to offset project costs
- Eliminates temporary staff relocation during construction
- Site outside of Hosler Dam inundation zone

Finding:

This option is considered feasible. Due to it's large floorplate it offers organizational flexibility and the option to build another level for multi-use or future expansion.

Because of it's zoning, parking is required. An access easement to the adjacent multi-use building for access and egress requires underground parking to maximize the use of the site. Parking quantity can be provided at the code minimum (surface parking plus one level underground parking) or with an additional level of public parking.



The project sought public involvement through an Open House, and digitally through Open City Hall on the City's website. The involvement plan was designed to share project information through both mediums in a similar fashion, gather input, and present information to the Mayor and City Council.

The Open house was advertised on Jefferson Public Radio, announced at a City Council meeting, and flyers were posted at City Hall, Community Development, the Plaza announcement board, and the Ashland Food Co-op. Approximately 65 people attended the open house, heard a presentation on the space needs and design options, had an opportunity to ask questions, and comment cards were provided for those who preferred to write their opinions.

For both the Open House (in person) and Open City Hall (digital), participants were asked to indicate their top design priorities and indicate a preferred approach regarding project costs. Eight design priorities were provided, and additional priorities could be added by participants. The eight priorities were:

Building Safety – City Hall will be designed to comply with current structural codes to safeguard staff and the public.

Public Access – The design will provide convenient, universal access to core customer services for the public.

Centralized Services – The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.

Parking Availability – City Hall will incorporate some timed parking spaces to accommodate public customers.

Energy Efficient – The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.

Historic Preservation – Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.

Workplace Efficiency – City Hall workspace will be designed for staff productivity, flexibility and customer service.

Aesthetically pleasing – The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.

At the Open House, three additional priorities ("Not a Priority", "Stay On Plaza", and "Move Off Plaza") were added during the presentation as a result of live discussion, and participants marked their top priorities with dot stickers. The first priority was Energy Efficiency, the second was Stay On Plaza and Move Off Plaza (tied), and the third was Public Access.

Ashland City Hall Feasibility Study

Priority Input

	Building Safety City Hall will be designed to comply with current structural codes to safeguard staff and the public.
	Public Access The design will provide convenient, universal access to core customer services for the public.
	Centralized Services The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.
	Parking Availability City Hall will incorporate some timed parking spaces to accommodate public customers.
	Energy Efficiency The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.
	Historic Preservation Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.
	Workplace Efficiency City Hall workspace will be designed for staff productivity, flexibility and customer service.
	Aesthetically Pleasing The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.
	NOT A PRIORITY
	STAY ON PLAZA
	MOVE OFF PLAZA

DRW ARCHITECTURE

Priority Board 1

Ashland City Hall Feasibility Study

Priority Input

	Building Safety City Hall will be designed to comply with current structural codes to safeguard staff and the public.
	Public Access The design will provide convenient, universal access to core customer services for the public.
	Centralized Services The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.
	Parking Availability City Hall will incorporate some timed parking spaces to accommodate public customers.
	Energy Efficiency The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.
	Historic Preservation Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.
	Workplace Efficiency City Hall workspace will be designed for staff productivity, flexibility and customer service.
	Aesthetically Pleasing The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.
	NOT PRIORITY
	LOCATE OFF PLAZA
	LOCATE ON PLAZA

DRW ARCHITECTURE

Priority Board 2

Priority Boards

To accommodate several dozen attendees, two identical boards were used for the dot exercise. Please note: the order of additional write-in priorities are listed differently on the boards.

Open House Priority Dot Summary:

• Energy Efficiency	14
• Locate Downtown	12.5
• Locate Out of Downtown	12.5
• Public Access	12
• Aesthetically Pleasing	9
• Historic Preservation	8
• Not a Priority	7
• Centralized Services	5
• Building Safety	4
• Parking Availability	4
• Workplace Efficiency	3

For both the Open House (in person) and Open City Hall (digital), participants were asked how project costs influenced their project priorities by selecting one of three cost statements:

My priority ranking would not change due to cost. My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

At the Open House, participants marked their preferred approach with a dot sticker. The top statement selected was "My priority ranking would not change due to cost". A record of general discussion is included in the appendix, along with a transcription of comment cards.

Open City Hall experienced 139 visitors and gathered 28 responses. Responders ranked the eight priorities in order of importance, with an option to write in additional priorities as "Other" and provide open-ended comments. Top priorities through Open City Hall were Building Safety, Other (a variety of responses), and Energy Efficiency. The top cost statement selected was "My priority ranking would not change due to cost". A report generated by Open City Hall showing all input is included in the appendix.

Ashland City Hall Feasibility Study

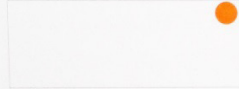
Cost Input

My priority ranking would not change due to cost



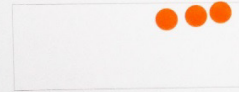
My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost.



While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings.



I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

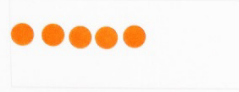


Cost Board 1

Ashland City Hall Feasibility Study

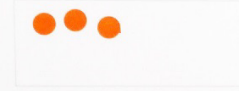
Cost Input

My priority ranking would not change due to cost



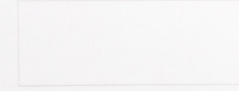
My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost.



While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings.



I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.



Cost Board 2

Cost Boards

To accommodate several dozen attendees, two identical boards were used for the dot exercise. Please note: the order of additional write-in priorities are listed differently on the boards.

Open House Cost Dot Summary:

- My priority ranking would not change due to costs. 15
- My priority ranking should be balanced based on cost. 4
- Cost should trump my rankings. 3

Cost Model

Feasible options (Options 3, 4A, 4B, 5A, and 5B) were cost modeled in collaboration with Adroit Construction. Costs included construction, moving, temporary offices and utilities for options that required temporary displacement of City staff during construction, and estimated escalation to 2021. Cost models were established on a cost per square foot basis for an assumed level of quality and unique factors specific to each option such as a constrained site, protecting portions of the existing building, structured parking, and others.

Design Assumptions

- Exterior materials of brick veneer, some storefront and curtain wall, moderate civic features (e.g. wood soffit), solar panels on roof.
- Structure for standard options is steel, complying with OSSC standard building code (not Essential Facility). Structural alternate includes surcharge for upgrading to essential facility.
- Interior materials similar to class A office space.
- For option 5 underground parking, can be fireproofed steel or concrete, and ventilated.
- For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown (as an alternative, modulares cost \$2/SF/Mo to deliver, set with jacks, and stair or ramp).
- For temporary utilities, assume \$2/SF/Month for heat/cool, power, phones, water, sewer.
- Escalation estimated at 10% per year (compounded). For 2021, construction cost established at 2019.
- Assume 2000 SF of compact storage.

Cost Modeling Assumptions

- Solar allowance calculated as 1.5% of Construction Subtotal.
- Construction Contingency calculated as 5% of Construction Subtotal.
- All labor rates based on prevailing wages.
- \$75 / SF assumed for seismic renovation & finish improvements at Community Development.
- \$350 / SF assumed for 2nd & 3rd floor level additions at Community Development.
- \$225 / SF assumed for basement construction at City Hall.
- \$325 / SF assumed for new Civic level construction at City Hall and N. Pioneer.
- \$385 / SF assumed for new Civic level construction combined with preserving exterior walls (North & West) at City Hall.
- \$65 / SF assumed for interior reconfiguration at Community Development.
- \$55 / SF assumed for modest interior reconfiguration at Community Development.
- \$35,000 / parking stall assumed for underground parking structure with deep excavation, shoring, and ventilation.
- Move costs based on professional mover (insured, prevailing wages) of \$1.5/SF per move.
- Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs.

	Option 3: Community Development	Option 4A: City Hall (new) & Comm Dev (some int)	Option 4B: City Hall (historic) & Comm Dev (some int)	Option 5A: Lithia + Pioneer, 20 parking + 50 UG	Option 5B: Lithia + Pioneer, 20 parking + 100 UG
New Area SF	12,440	14,800	14,800	26,135	26,135
Renovated Area SF	9,630	3,000	3,000	0	0
Total Area SF	22,070	17,800	17,800	26,135	26,135
Parking Area SF	None	None	None	25,795	43,815
Construction Time (Months)	11	15	15	16	18
Move Time (Months)	1	1	1	1	1
Total Time (Months)	12	16	16	17	19
Building Cost	\$5,080,000	\$4,640,000	\$5,280,000	\$8,500,000	\$8,500,000
Parking Cost	\$0	\$0	\$0	\$2,210,000	\$4,130,000
Construction Cost Subtotal	\$5,080,000	\$4,640,000	\$5,280,000	\$10,710,000	\$12,630,000
Solar Cost (1.5%)	\$77,000	\$70,000	\$70,000	\$161,000	\$161,000
Construction Contingency (5%)	\$254,000	\$232,000	\$264,000	\$536,000	\$632,000
Total Construction Cost	\$5,411,000	\$4,942,000	\$5,614,000	\$11,407,000	\$13,423,000
Temporary Space (Rent)	\$174,000	\$72,000	\$72,000	\$0	\$0
Temporary Space Utilities	\$41,000	\$17,000	\$17,000	\$0	\$0
Moving (Out + In)	\$34,000	\$21,000	\$21,000	\$22,000	\$22,000
Other Soft Costs (30%)	\$1,624,000	\$1,483,000	\$1,685,000	\$3,423,000	\$4,027,000
Sell Community Development	\$0	\$0	\$0	-\$2,500,000	-\$2,500,000
Total Cost 2016	\$7,284,000	\$6,535,000	\$7,409,000	\$12,352,000	\$14,972,000
Total Cost 2021	\$9,520,000	\$8,541,000	\$9,684,000	\$16,144,000	\$19,568,000

Appendix 1	Public Involvement Conference Report Pages AP1-1 to AP1-5
Appendix 2	Open City Hall Report Pages AP2-1 to AP2-32
Appendix 3	Structural Engineering Report Pages AP3-1 to AP3-5
Appendix 4	Department Bubble Diagrams Pages AP4-1 to AP4-9
Appendix 5	Space Standards Diagrams Page AP5-1 to AP5-10

CONFERENCE REPORT

CLIENT: City of Ashland
 PROJECT: Ashland City Hall Feasibility Study
 LOCATION: Pioneer Hall
 JOB #: 1619
 DATE: 09/15/16



UNLESS WRITTEN OBJECTION IS RECEIVED WITHIN SEVEN DAYS, WE ASSUME THE STATEMENTS CONTAINED HEREIN ARE ACCEPTED

I. Summary

Approximately 65 people attended a 90-minute Open House to help set priorities for the potential replacement or relocation of City Hall. Attendees included local business owners, neighbors, contractors, historical advocates, interested citizens, and city staff, and each attendee was given a set of dot stickers to share their input regarding priorities and cost.

Dave Kanner, City Manager, shared the process leading up to the current Feasibility Study, which included a previous City Hall location study (in the 1990s), a better understanding of the likelihood and magnitude of a Cascadia Fault earthquake, and a recent structural assessment and cost analysis of the existing City Hall completed by Miller Engineering, which served as a catalyst for considering options for the current Feasibility Study.

ORW presented the Feasibility Study work completed to date (identifying space needs of city functions in both City Hall and the Community Development building for planning milestones in 2021 and 2031, and exploring five feasibility options on three sites). ORW shared all options below but noted Options 1 and 2 were deemed unfeasible due to inadequate space.

- Option 1: consolidating City Hall and Community Development in a new building on the City Hall site (basement plus 4 levels).
- Option 2: consolidating City Hall and Community Development in a mostly new building on the City Hall site and preserving historic features such as the north and west walls (basement plus 4 levels).
- Option 3: consolidating City Hall and Community Development by reinforcing the original (Hillah Temple) portion of the existing Community Development building and adding two levels onto the Hillah Temple portion (3 levels).
- Option 4: expanding City Hall (3 levels, either all new or preserving historic walls), and reconfiguring Community Development building (no addition).
- Option 5: consolidating City Hall and Community Development functions into a new building at Lithia Way and N. Pioneer.

After seeing the options and discussing issues in a large group format, attendees were invited to share their input by placing a dot next to each of their top four priorities (eight priorities were provided and another three were added during the discussion), and to share input regarding cost by placing a dot next to one of three cost statements.

ORW shared the next steps of cost modeling feasible options and presenting all data to Council. Comment cards were provided for attendees who preferred to provide input in writing, and attendees were invited to review and share input on Open City Hall through the City's website (comments from cards and Open City Hall are provided at the end of this document).

II. General Discussion

Attendees were invited to ask questions or provide comments several times during the presentation. Discussion items and comments were:

1. Who developed the cost to seismically upgrade City Hall? It must be reinforced with \$100 bills and needs a second opinion or alternate approach. Response: Miller Engineering estimated costs from their previous study, and construction costs have escalated since the recession.
2. The City has been growing very slowly over the last two decades. Why does City staff need so much space when the city isn't experiencing rapid growth? Response: while the city has grown slowly, City services continue to increase which requires space.
3. I don't think reinforcing the existing or building a new City hall should be a City priority.
4. How tall would Option 3 be? Response: design work would be in a future phase if the project moves forward, but it would likely be in the range of 40-50 feet.
5. The City owns the City Hall building and it would need to be given back to the Helman family.
6. If occupants are moved out of City Hall but the City maintains ownership, don't move important archival materials back into the building. If archival documents are moved from rented storage units to one of the options within the Hosler Dam inundation zone, protect them from potential flooding or earthquake damage.
7. Part of what makes Ashland a charming, engaged town much like "Mayberry", is that the local seat of government is right downtown. City Hall should remain on the plaza.
8. City Hall should be located with the Service Center on East Main Street.
9. Construction on the plaza will disrupt traffic, parking, and tourism.
10. Option 5 looks like a large building. I'm concerned with a wind tunnel effect.
11. Can Option 5 accommodate additional levels? Response: yes, it could accommodate additional area (a few attendees noted a desire for affordable housing).
12. You've asked us for input on priorities and cost, but why can't we vote on the options? Response: Feasibility is before design starts; options may evolve and change

depending on community and council priorities. The design team is not making a recommendation for which feasibility option is ideal, but presenting all information to City Council.

13. LEED (Leadership in Energy and Environmental Design) is only one method of measuring green building. Have you considered others and does it need to be certified? Response: While there are other rating systems, LEED is the industry standard rating system for green building design, especially for public architecture. If the project progresses, green building measures and the rating system will be considered in a future design phase. The City has established that any option will include solar panels on the roof to the maximum degree available.
14. Option 5 (outside downtown) would free up parking downtown.
15. The Cascadia Fault is a major issue we need to address. We are overdue for a sizable earthquake and our City Hall should be fortified to withstand it.

III. Ashland City Hall Open House Comment Cards

Comment cards were provided for attendees wishing to provide opinions in writing. Below are verbatim transcriptions of all cards.

Mary Krystine: Although in 1993 I agreed that City Hall needed to stay on plaza, 23 years have passed & other neighborhoods have developed. East Main would be a fine place for City Hall—perhaps it would be even better! (We are no longer a 1 horse town)

Ken Silverman: The “grove” option should be brought back as an option. I don’t believe the demand to keep City Hall downtown is as strong today as it was—take a survey. I would “guess” that access & ease of parking are now high up on people’s list of priorities.

James Stephens: #1 Propose moving City Hall and all operational departments to the abandoned railroad property in the railroad district. #2 (Opt) move everything to the East Main St Property.

Jane Almquist co-owner Tree House Books on plaza: I am very concerned about more long-term construction in the downtown and the impact it would have on all of our small businesses. I would like the option of relocating to our city property on East Main to be reconsidered. It is the epicenter of our city and would be much more accessible to our community than our current downtown location overall.

Benefits to East Main location:

- Accessible
- Parking
- Less impact on businesses during construction
- Less obstructions during construction
- No need to relocate city hall staff during construction
- Not in the Hosler Dam inundation zone
- Could be along a public transit route in the future utilizing rails, etc.

Ron Roth: Cost is a huge issue, especially considering that the city still owes more than \$10 million for AFN debt. The city should not plan any large projects until AFN debt is retired.

Anonymous: Our city council has moved forward on a couple of projects which have negatively impacted our City as a whole aesthetically and/or functionally

1. Plaza redesign—council ran rough shod
2. Road diet—rarely observe bikers using new lanes—but does hamper traffic

We need parking and good look at benefit for all regardless of whether Ashland gets its name up in lights.

Marilyn Briggs: The current site for City Hall must not be changed! City Hall site on property donated by the Helman family for perpetual use in that capacity. Any attempt to ignore this land gift obligation is unethical. Furthermore, good city planning dictates that the principle city edifice be located at the core of the city, which is our plaza. Remodel or start over. Space could be gained by a 3rd story and by extending the 2nd & 3rd floors over the existing driveway. The current planning/engineering building works well as is; there is no need to incorporate its functions into one massive structure. I was active in this same study in the early 1990's. There are wheel-barrows full of documentation that still exist, and it would be wise for newcomers to the problem to look into that earlier work.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

All Registered Responses sorted chronologically

As of September 28, 2016, 3:10 PM



Open City Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open City Hall is voluntary. The responses in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

All Registered Responses sorted chronologically

As of September 28, 2016, 3:10 PM

<http://www.peakdemocracy.com/3956>

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

As of September 28, 2016, 3:10 PM, this forum had:

Attendees: 139

Registered Responses: 28

Hours of Public Comment: 1.4

This topic started on September 6, 2016, 9:10 AM.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Responses

Please start by selecting your first, top priority:

Average Priorities

Building Safety

Other

Energy Efficient (LEED standard)

Public Access

Centralized Services

Historic Preservation

Aesthetically Pleasing

Parking Availability

Workspace Efficiency

If you prioritized Other, please specify here:

Answered 17

Skipped 11

access affordable all also any area ashland become building center community
 cost do downtown existing from hall historic housing how
 issues its more new only parking plaza priority project
 public rebuilding services space t than then think time top up

Based on your priority ranking please select one of the following:

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

		%	Count
My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.		58.3%	14
My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.		20.8%	5
Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.		20.8%	5

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Bill Emery inside Ashland

September 20, 2016, 1:17 PM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Aesthetically Pleasing

Public Access

Other

If you prioritized Other, please specify here:

My preference is the proposed option number four (the two building solution), expanding and enhancing the existing city hall while retaining planning, building, and public works in its current location. From my perspective as a member of the Historic commission it is important to retain City offices on the plaza in a historic building to maintain a vibrant, healthy city center. It would be a mistake to allow the plaza area to become to become strictly a tourist destination.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Doug Viner inside Ashland

September 13, 2016, 1:01 PM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Workspace Efficiency

Public Access

Aesthetically Pleasing

Parking Availability

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Teresa Safay inside Ashland

September 9, 2016, 5:27 PM

Please start by selecting your first, top priority:

My Priorities

Other

Parking Availability

Centralized Services

If you prioritized Other, please specify here:

Please stop coming up with new and expensive ways to spend our tax dollars. This should not be a priority compared to so many othe issues

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Ivan` Collver inside Ashland

September 9, 2016, 2:21 AM

Please start by selecting your first, top priority:

My Priorities

Parking Availability

Public Access

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Thomas Vance outside Ashland

September 9, 2016, 1:44 AM

Please start by selecting your first, top priority:

My Priorities

Other

Building Safety

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

Lease Briscoe school from school district and make use of an appropriate and under utilized space. Reduce property taxes, fix our roads, hire more police and emergency staff, address traffic flow issues. Then and only then would I consider city hall structure changes a priority.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

D. Roxane Beigel-Coryell inside Ashland

September 8, 2016, 9:41 AM

Please start by selecting your first, top priority:

My Priorities

Energy Efficient (LEED standard)

Other

If you prioritized Other, please specify here:

The building should model sustainable building practices throughout design, construction and operation, not just in energy efficiency. This project is the perfect opportunity for the City to demonstrate its commitment to being a progressive community and addressing climate change.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Ken Gerschler inside Ashland

September 7, 2016, 8:03 PM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Historic Preservation

Aesthetically Pleasing

Energy Efficient (LEED standard)

Public Access

Centralized Services

Parking Availability

Workspace Efficiency

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Russ Silbiger inside Ashland

September 7, 2016, 5:46 PM

Please start by selecting your first, top priority:

My Priorities

Other

Public Access

Building Safety

If you prioritized Other, please specify here:

COST

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Nick David inside Ashland

September 7, 2016, 1:58 PM

Please start by selecting your first, top priority:

My Priorities

Centralized Services

Other

If you prioritized Other, please specify here:

A new building seems unnecessary. Do us a favor and buy the CoOp building, and sell them another plot of land for cheap.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Lynne Hasselman inside Ashland

September 7, 2016, 1:52 PM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Aesthetically Pleasing

Centralized Services

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

David Smith inside Ashland

September 7, 2016, 1:39 PM

Please start by selecting your first, top priority:

My Priorities

Other

If you prioritized Other, please specify here:

From my perspective there is no need for a new city administration building. Additionally, I believe there is more need for other things in this city. For example, changing the road diet back to allow a reasonable flow of traffic. It's very dangerous to get on that road most of the time that I try. Also, low income housing is a huge priority in my opinion.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Susan Yeagley inside Ashland

September 7, 2016, 12:09 PM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

Relocation or rebuilding City Hall ranks low on priorities for me. How about we come up with some solutions to the affordable housing issue and the homeless issue before we go buying a big new house for the city employees?!

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

James Martin inside Ashland

September 7, 2016, 11:09 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

That the city retain possession of the city hall property. Doesn't it revert to the family who donated it if it ceases to be the city hall?

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Chuck Keil inside Ashland

September 7, 2016, 10:40 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Historic Preservation

Aesthetically Pleasing

Energy Efficient (LEED standard)

Workspace Efficiency

Public Access

Centralized Services

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Kim Rooklyn inside Ashland

September 7, 2016, 10:38 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Aesthetically Pleasing

Workspace Efficiency

Centralized Services

Public Access

Energy Efficient (LEED standard)

Parking Availability

Historic Preservation

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Amy Titus inside Ashland

September 7, 2016, 9:56 AM

Please start by selecting your first, top priority:

My Priorities

Public Access

Aesthetically Pleasing

Energy Efficient (LEED standard)

Centralized Services

Historic Preservation

Workspace Efficiency

Building Safety

Parking Availability

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

David Helmich inside Ashland

September 7, 2016, 9:10 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

All of the above except parking and historic preservation. City Hall should be the center for emergency services and should be clear of the death trap of its current surroundings and accessible in a large earthquake or flood. A professional architect should undertake a site review based on alternatives ranging from distance from downtown, potential for colocation, etc. Any building being proposed should be no more than two stories-- Seismic issues requiring immediate building availability post-EQ and the cost for interior circulation should disqualify a potential site unless colocation is reduced. Pre-defining of possible sites is not in the public interest and is not transparent. The seismic design standard for City Hall should be "immediate reoccupancy" rather than Code minimum. Please hire an engineer that understands the difference and can perform.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Steve Fenwick inside Ashland

September 7, 2016, 9:10 AM

Please start by selecting your first, top priority:

My Priorities

Other

Building Safety

Public Access

Aesthetically Pleasing

Historic Preservation

Workspace Efficiency

Energy Efficient (LEED standard)

Parking Availability

Centralized Services

If you prioritized Other, please specify here:

I don't care if the services provided by City Hall remain at the Plaza; Winburn Way or The Grange area would also be fine. Freeing up parking at the Plaza would be useful. I do highly prioritize maintaining at least the facade of the existing building as part of the historical character of downtown Ashland.

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

LINDA ADAMS inside Ashland

September 7, 2016, 8:49 AM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Building Safety

Energy Efficient (LEED standard)

Public Access

Aesthetically Pleasing

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Mat Marr inside Ashland

September 7, 2016, 8:48 AM

Please start by selecting your first, top priority:

My Priorities

Energy Efficient (LEED standard)

Centralized Services

If you prioritized Other, please specify here:

Affordable housing should be the top priority of the city, only after protecting our civil liberties.

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Larry Cooper inside Ashland

September 7, 2016, 8:33 AM

Please start by selecting your first, top priority:

My Priorities

Centralized Services

Building Safety

Parking Availability

Public Access

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Amy Stewart inside Ashland

September 7, 2016, 8:30 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

I do not think relocating or rebuilding city hall is a top priority in our city right now. There are better uses for our city money at this time.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Karen Horn outside Ashland

September 7, 2016, 8:22 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Parking Availability

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Vanessa Houk inside Ashland

September 7, 2016, 7:50 AM

Please start by selecting your first, top priority:

My Priorities

Other

Centralized Services

If you prioritized Other, please specify here:

Community space that is usable for all of our people. Your public access choice is not how I define public access.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Allan Goffe inside Ashland

September 7, 2016, 7:25 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Other

Historic Preservation

Workspace Efficiency

Centralized Services

Parking Availability

Public Access

Aesthetically Pleasing

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:
project cost

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

George Kramer inside Ashland

September 7, 2016, 7:19 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

Replacing city hall is simple NOT a priority project in any way shape or form and should be stopped before you waste any more money upon it.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Chelsea North inside Ashland

September 7, 2016, 7:15 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Parking Availability

Energy Efficient (LEED standard)

Historic Preservation

Workspace Efficiency

Public Access

Centralized Services

Aesthetically Pleasing

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Claire Baker inside Ashland

September 7, 2016, 6:15 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

City Hall should remain downtown. I think Ashland has more pressing needs than this one.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

CIOTA ENGINEERING PC.

September 1, 2016

City of Ashland
Public Works Department
Ashland, OR 97520

Subject: Feasibility Study for City Hall Replacement Building

Purpose: This report is to provide the City of Ashland and ORW Architecture with adequate information for determining the most feasible option for the City Hall replacement building. The feasibility study includes five alternatives including 1) on site replacement of current City Hall, 2) on site replacement of City Hall with preservation of existing north and west facades, 3) expand Community Development Building, 4) moderate expansion of existing city hall with remodel of existing Community Development Building and 5) relocation and construction of new building.

Limitations: The following strategies and structural scenarios are preliminary and are based on the assumed building systems. The information provided herein is based on the RFP and referenced Scoping Document provided by the city and is for the exclusive use of the City of Ashland, ORW Architecture and their team.

SCENARIO #1: On Site Replacement of City Hall

Description: Existing building would be completely demolished with a new 4-story civic building constructed within footprint. Assumes steel framed building with concrete deck and cold form steel bypass framing.

Structural Strategy:

1. Roof Framing:
 - a) Metal roof deck over wide flange steel roof beams (10'-0" oc).
 - b) Steel columns at gridlines w/ wide flange girders (25'-0" oc).
2. 2nd, 3rd and 4th Floor Framing:
 - a) 5" composite concrete pan deck over wide flange steel beams (10'-0" oc).
 - b) 1/4" bent closure plate welded at entire perimeter, each level.
 - c) Steel columns at gridlines w/ wide flange girders (25'-0" oc).
 - d) Assume all composite beams have 3/4"x4" headed studs at 12" oc.
3. Lateral force resisting system:
 - a) Special Moment Resisting Frames (SMRF) or Concentrically Braced Frames (CBF).
 - b) Minimum two per side and an intermediate transverse frame line, full height.
 - c) Special inspection for steel construction per OSSC table 1704.3.

4. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete grade beam footings at perimeter and in line with all frames.
 - b) Interior isolated spread footings at steel column grids.
 - c) 5" slab on grade ground floor.
5. Building shell framing:
 - a) 6"-8" cold form steel by pass framing.
 - b) Deflection clips to building slab and/or beams.
6. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel stairs.
 - d) Mechanical screens or utilize by pass framing parapet.
 - e) Brick veneer cladding and seismic anchorage anticipated for 2-stories with panelized cladding incorporated above. (TBD by Architect)
 - f) Challenging site for construction staging and phasing due to proximity of existing structures and plaza public circulation. Braced within footprint possibility.

SCENARIO #2: On Site Replacement of City Hall with preservation.

Description: Existing building would be demolished while retaining the north and west unreinforced masonry walls (URM) for historic value. The new 4-story civic building would be constructed within footprint. Assumes two stories of concrete masonry unit (CMU) walls with wood or cold form steel (cfs) light framing above. Option includes basement.

Structural Strategy:

1. Roof Framing:
 - a) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc w/ 5/8" plywood sheathing.
 - b) Steel columns at gridlines w/ girder trusses.
 - c) Parapet incorporated into truss design or braced parapet wood frame walls.
 - d) Utilize parapet as mechanical screen.
2. 2nd, 3rd and 4th Floor Framing:
 - a) Open web TJL type joists at 16" oc.
 - b) Steel or wood girder beams at column grid lines.
 - c) Gyp-crete topping slab assumed over 7/8" floor sheathing.
3. Lateral Force Resisting System:
 - a) Upper two levels - 2x6 conventional wood shear walls or cfs.
 - b) Lower two levels - solid grouted reinforced CMU walls.
4. Preservation of existing URM north and west two story walls:
 - a) Construct new CMU wall directly behind URM walls for anchorage.

- b) Reinforce/stabilize URM with combination of heli-ties, epoxy anchors w/ screen tubes, fiber reinforced polymer (FRP). Extent and strategy is TBD. Potential in-situ brick and mortar testing to aid in design strategy.
 - c) Shoring of URM challenge during demo of existing building and construction of new building due to proximity of plaza and public circulation. Braced within footprint possibility.
 - d) Shoring will likely be specialized and performed by outside agency.
- 5. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete strip footings around east and south CMU walls.
 - b) Drilled helical piles (or equal) installed at close proximity to existing north and west URM walls with concrete grade beam spanning between for CMU wall bearing.
 - c) Interior isolated spread footings at steel column grids.
- 6. Basement option:
 - a) Concrete retaining walls.
 - b) Slab on grade basement floor.
 - c) Added steel columns, beams and floor joists over basement.
 - d) Location at minimum allowable horizontal distance from existing building and from URM walls as determined by soil type and Geotechnical Engineers direction.
- 7. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel and/or wood stairs.
 - d) Mechanical screens or utilize parapet framing.
 - e) Brick veneer cladding and seismic anchorage anticipated for 2-stories with panelized cladding incorporated above. (TBD by Architect)
 - f) Challenging site for construction staging and phasing due to proximity of existing structures and plaza public circulation.

SCENARIO #3: Expand Community Development Building.

Description: Retrofit existing Hillah Temple portion of the building for 2nd story addition. Includes demolition of existing roof and shortening of existing partially reinforced CMU walls. Includes demo and rebuild of existing front portion of building and replace with two story wood framed building.

Structural Strategy (Hillah Portion):

- 1. Roof Framing:
 - a) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc with 5/8" plywood sheathing.
 - b) Steel columns at single central gridline w/ steel or wood girder beams.
 - c) Perimeter steel beams.
- 2. 2nd Floor framing:
 - a) Open web TJL type floor joists at 16" oc.

- b) Steel columns at single central gridline w/ steel or wood girder beams.
- c) Perimeter wide flange steel beams inset from existing CMU.
- d) Gyp-crete topping slab assumed over 7/8" floor sheathing.
- 3. Existing CMU walls:
 - a) The retrofit will likely include cutting/shortening of existing walls to a determined height.
 - b) Filling all vacant cells with grout.
 - c) Potentially anchoring of wall to new steel framework and diaphragm via epoxy anchors.
- 4. Lateral Force Resisting System:
 - a) Existing CMU walls are inadequate for a 2nd story addition and to resist out of plane seismic forces. The retrofit will likely be new two story Concentrically Braced Frames (CBF) located just inside the CMU walls.
 - b) Two frames minimum each of four sides.
 - c) Special inspection for steel construction per OSSC table 1704.3.
- 5. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete grade beam footings at frames located at close proximity to existing wall strip footings.
 - b) Interior isolated spread footings at columns.
- 6. Building shell framing:
 - a) TBD. Depends on extent of expansion of existing Community Development Building.

Structural Strategy (Community Development Portion):

- 1. Roof Framing:
 - d) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc with 5/8" plywood sheathing.
 - e) Beams and columns where required, typ.
 - f) Perimeter light frame stud walls. Wood or cfs.
- 2. 2nd Floor framing:
 - a) Open web TJL or BCI type floor joists at 16" oc.
 - b) Beams and columns where required, typ.
 - c) Perimeter light frame stud walls. Wood or cfs.
 - d) Gyp-crete topping slab assumed over 7/8" floor sheathing.
- 3. Lateral force resisting system:
 - a) 2x6 conventional wood shear walls or cfs.
- 4. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete strip footings.
 - b) 8" concrete stem wall or turned down thickened slab edge.
 - c) Isolated spread footing where required.
- 5. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel and/or wood stairs.
 - d) Mechanical screens or utilize parapet framing.

- e) Brick veneer cladding and seismic anchorage anticipated for 2-stories. (TBD by Architect).

SCENARIO #4: Moderate expansion of existing City Hall Building with remodel of existing Community Development Building.

Description: New 3-story civic building within footprint of existing building. Demolish existing City Hall. Remodel existing community development building with addition of entry stair.

Structural Strategy (New City Hall Building):

1. See Scenario #1 for Replacement of City Hall Building and Scenario #2 for preservation of facade option.

Structural Strategy (Remodel Community Development Building):

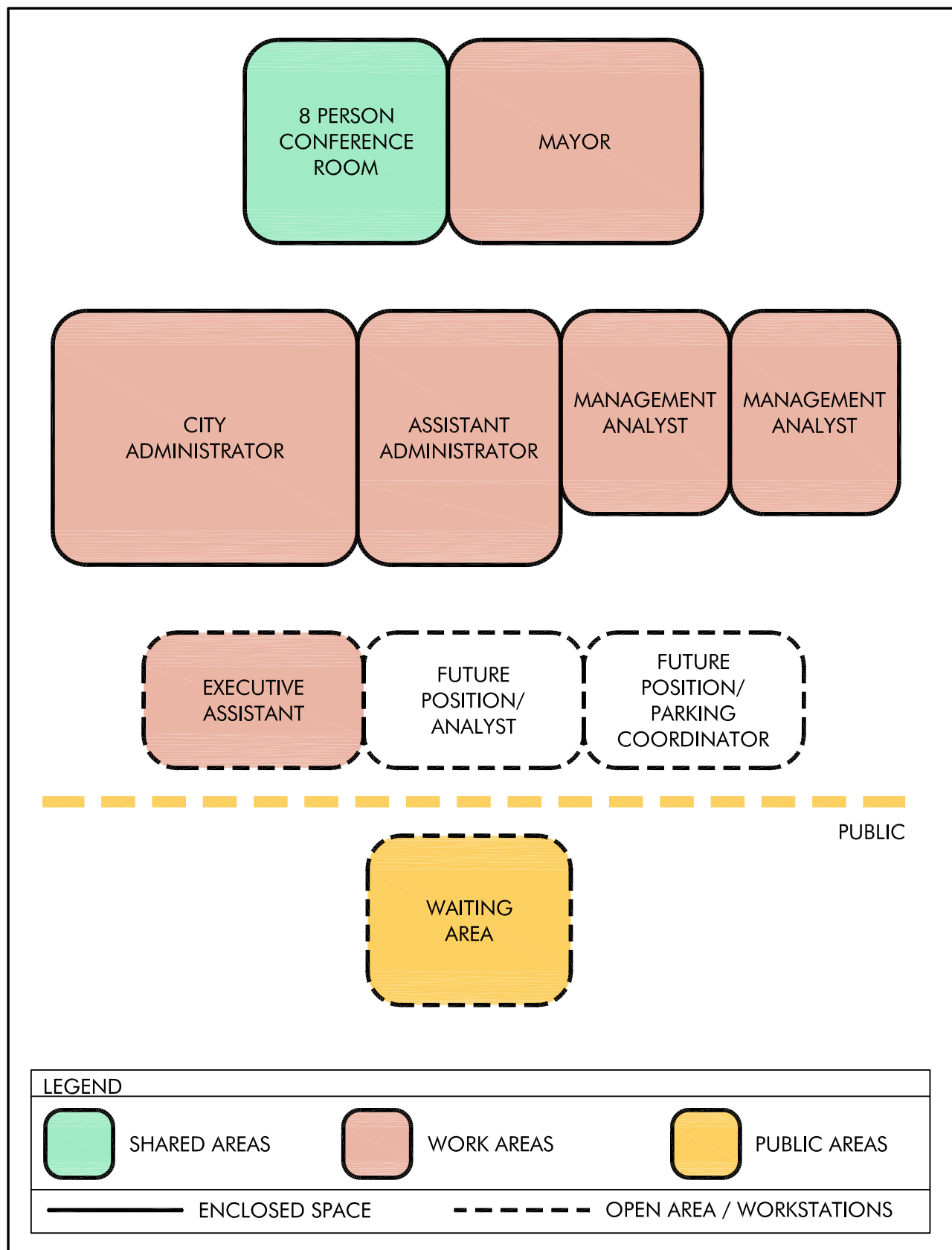
1. Entry Stairs:
 - a) Demo and shore existing portion of building at given location.
 - b) Install new post and beam or bearing wall support as required.
 - c) New steel stairs.
 - d) Steel frame work for interior stair volume and curtain wall support.
 - e) New spread footings.
2. Loft:
 - a) Possible upgrade to existing loft based on desired use of space.
 - b) Addition of loft at extents TBD.
 - c) New posts, beams, joist, footings.

SCENARIO #5: Relocation and Construction of new City Hall Building.

Description: Relocate City Hall to Lithia Way and North Pioneer. New 4-story building with underground parking.

Structural Strategy:

1. See Scenario #1 for Replacement of City Hall Building new construction.
2. Underground Parking:
 - a) Multiple level below grade parking structure.
 - b) Steel column and girder main structure.
 - c) Post tension or composite concrete decks.
 - d) Slab on grade bottom floor.
 - e) Retaining wall required separating upper street level parking from driveway down into parking structure. Maximum height approximately 20 feet.
 - f) Retaining structure likely to be a reinforced concrete wall system utilizing soil nails or tie backs. Geotechnical engineer to recommend.



ASHLAND CITY HALL

administration

03 AUGUST 2016

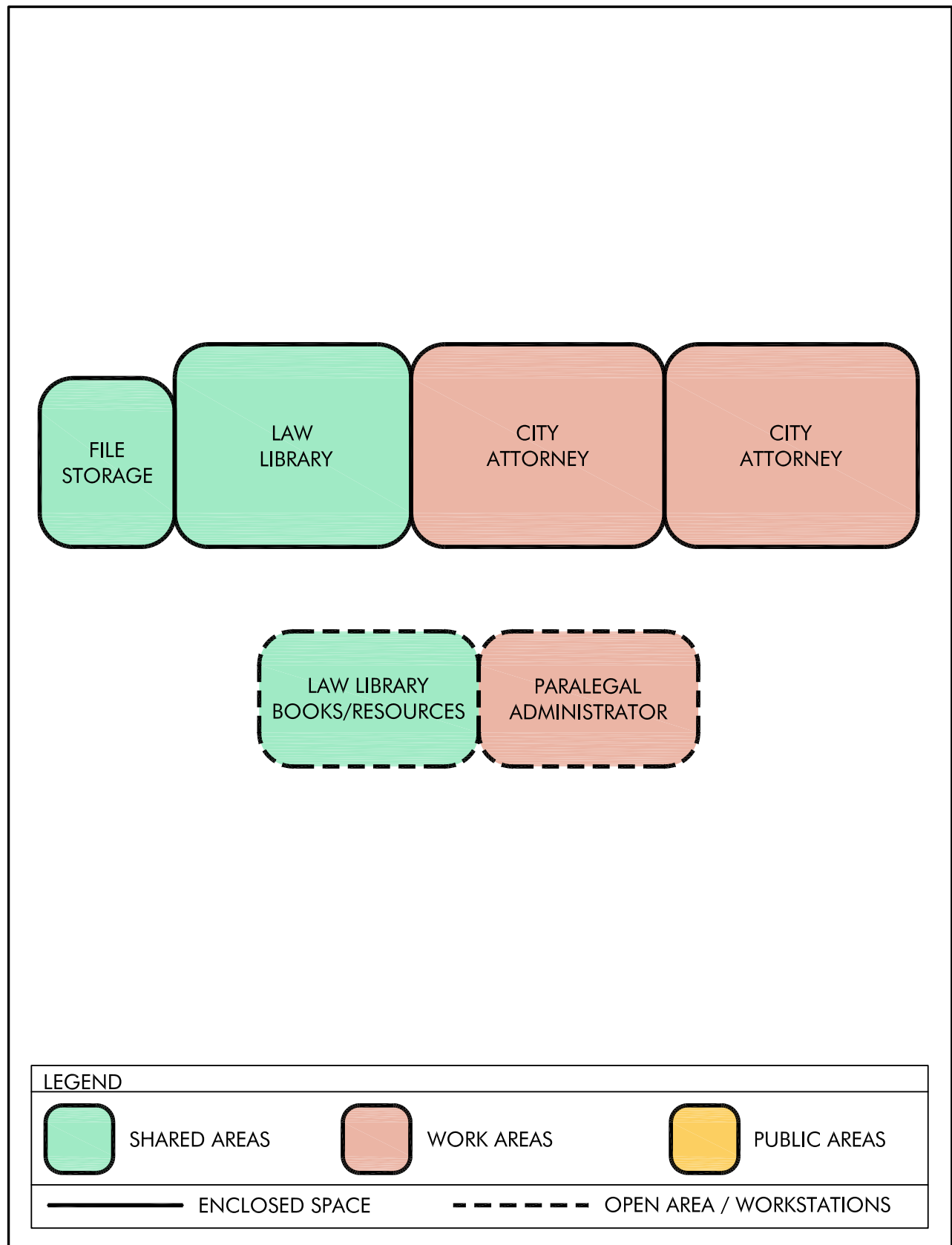


LEGEND		
	SHARED AREAS	 WORK AREAS
	PUBLIC AREAS	
	ENCLOSED SPACE	 OPEN AREA / WORKSTATIONS

ASHLAND CITY HALL

human resources

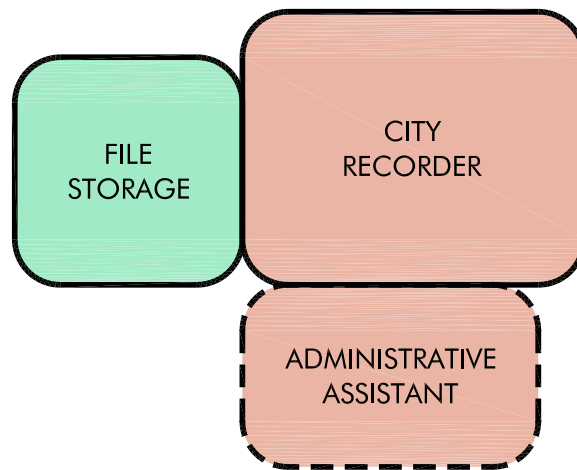
03 AUGUST 2016

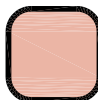


ASHLAND CITY HALL

legal

03 AUGUST 2016

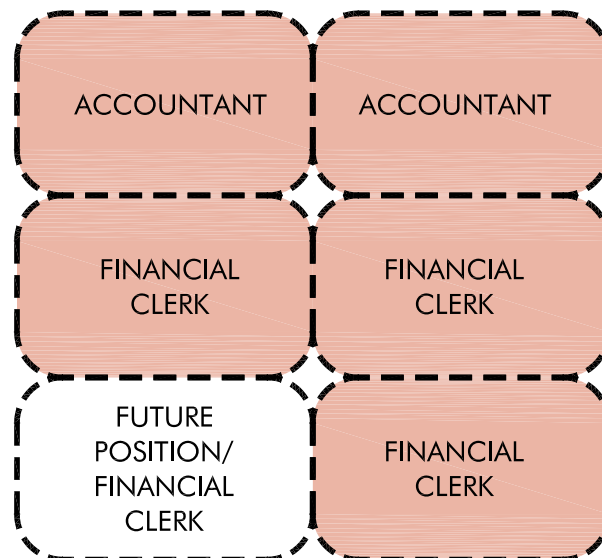
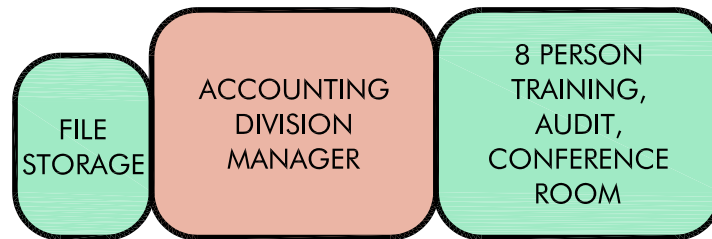


LEGEND			
	SHARED AREAS		WORK AREAS
			PUBLIC AREAS
 ENCLOSED SPACE		 OPEN AREA / WORKSTATIONS	

ASHLAND CITY HALL

city recorder

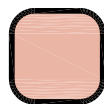
03 AUGUST 2016



LEGEND



SHARED AREAS



WORK AREAS



PUBLIC AREAS



ENCLOSED SPACE

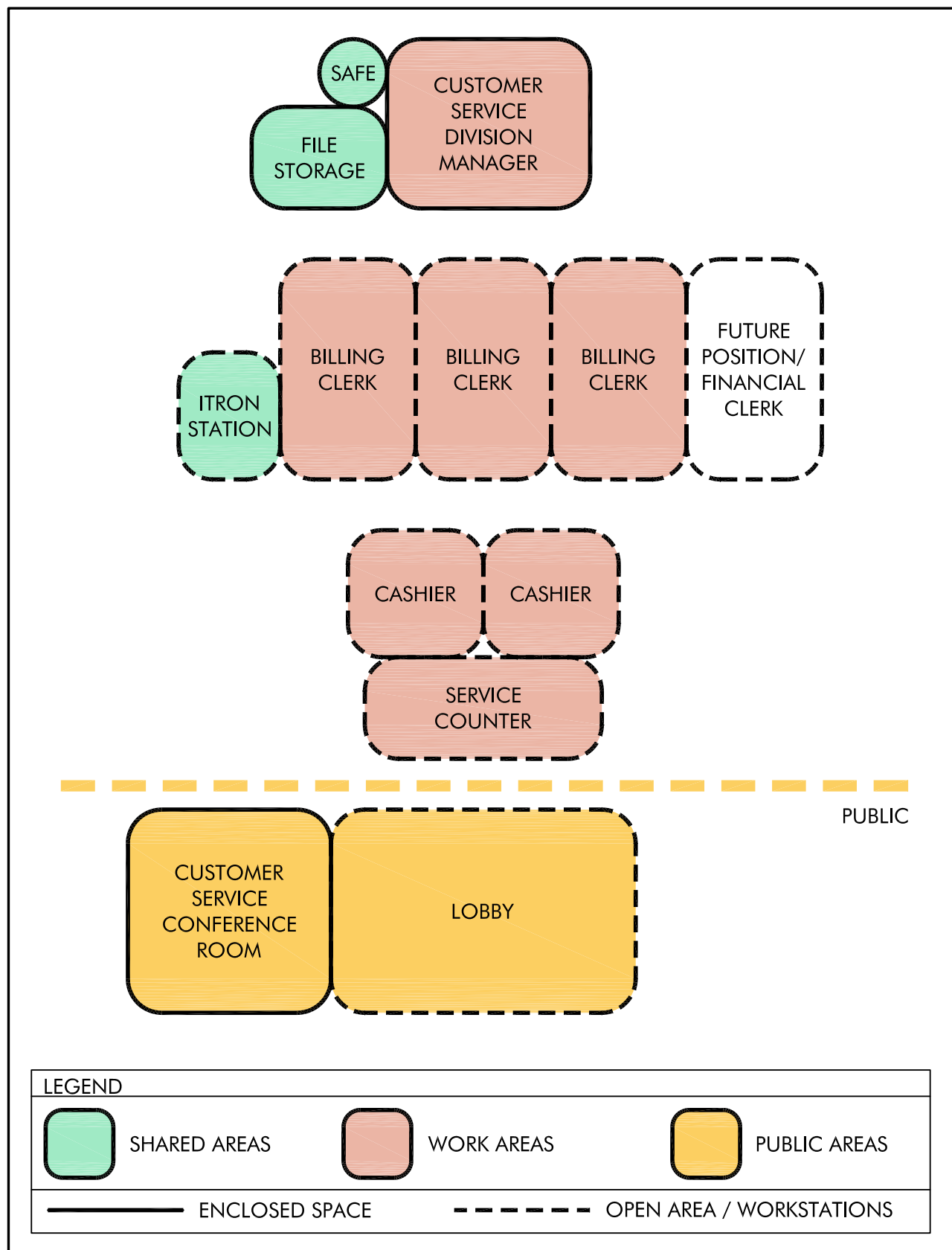


OPEN AREA / WORKSTATIONS

ASHLAND CITY HALL

accounting

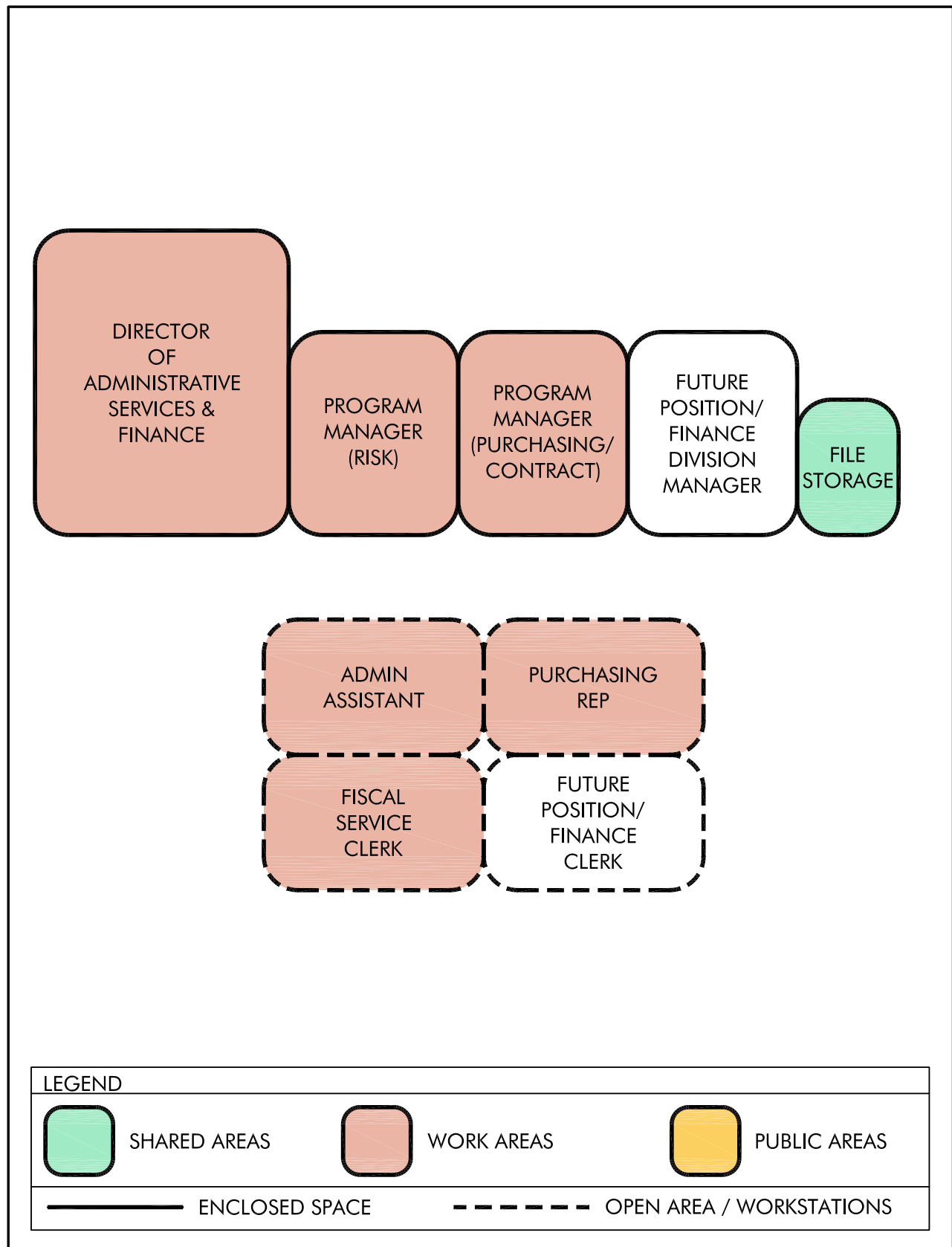
03 AUGUST 2016



ASHLAND CITY HALL

utility billing

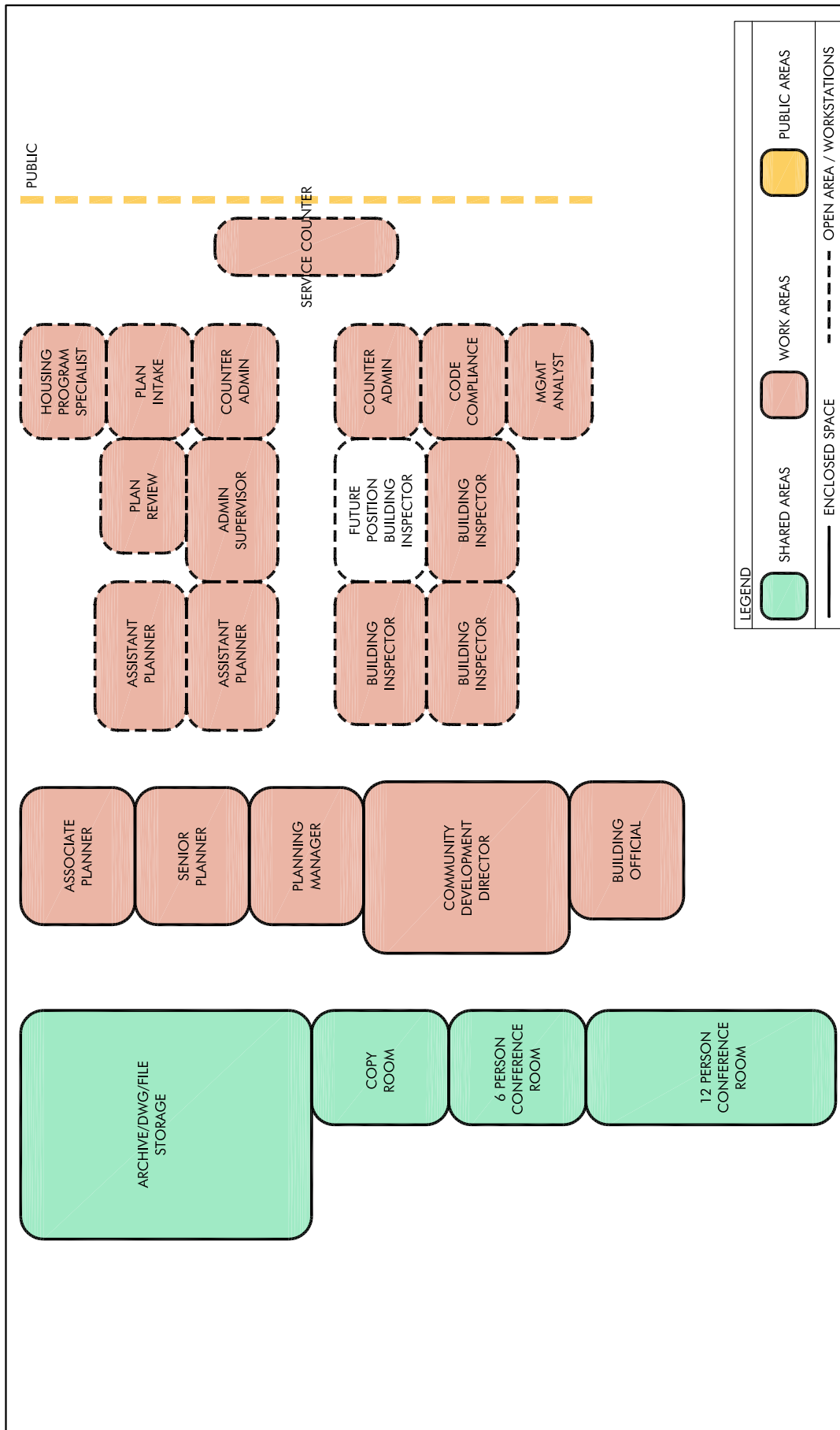
03 AUGUST 2016



ASHLAND CITY HALL

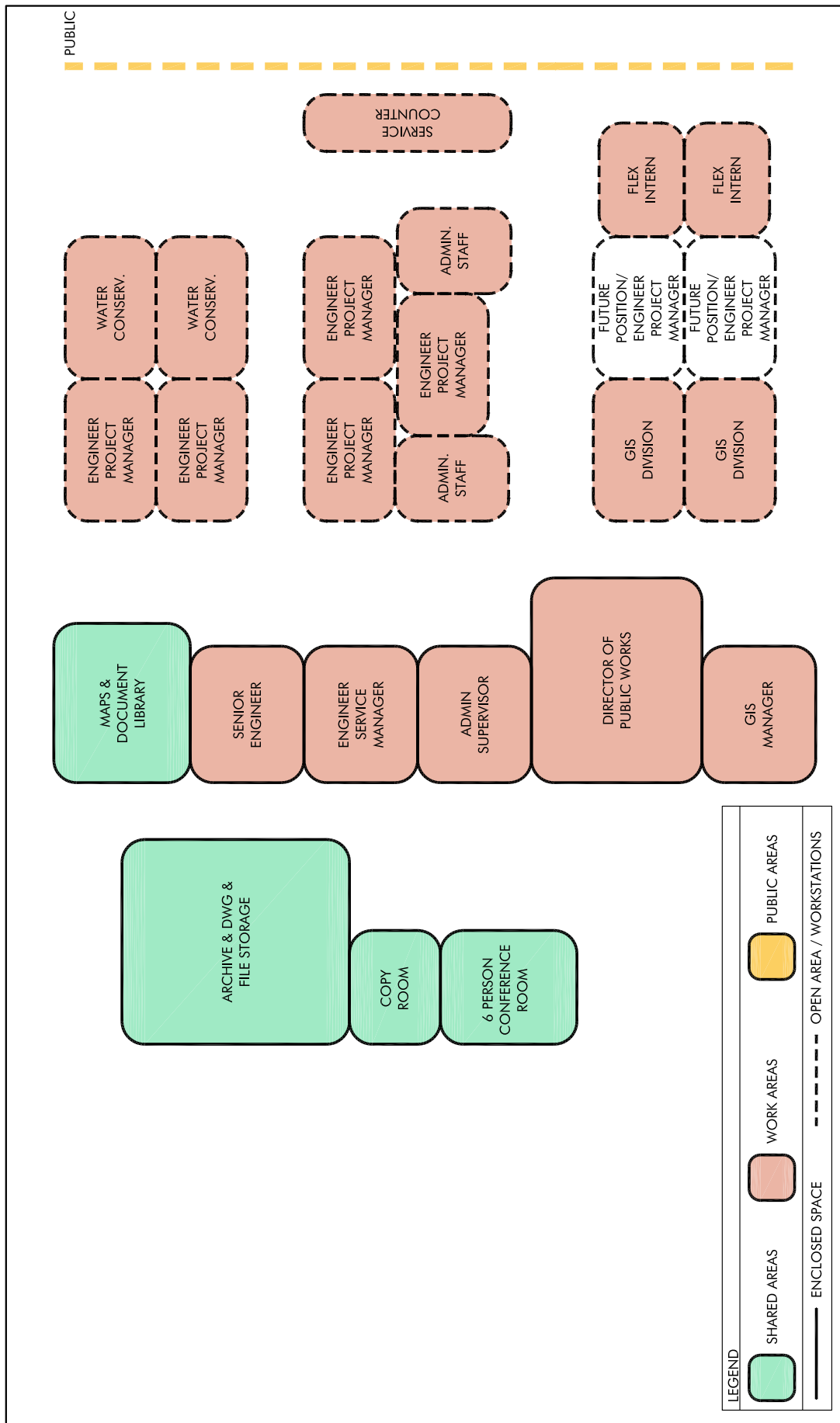
finance

03 AUGUST 2016



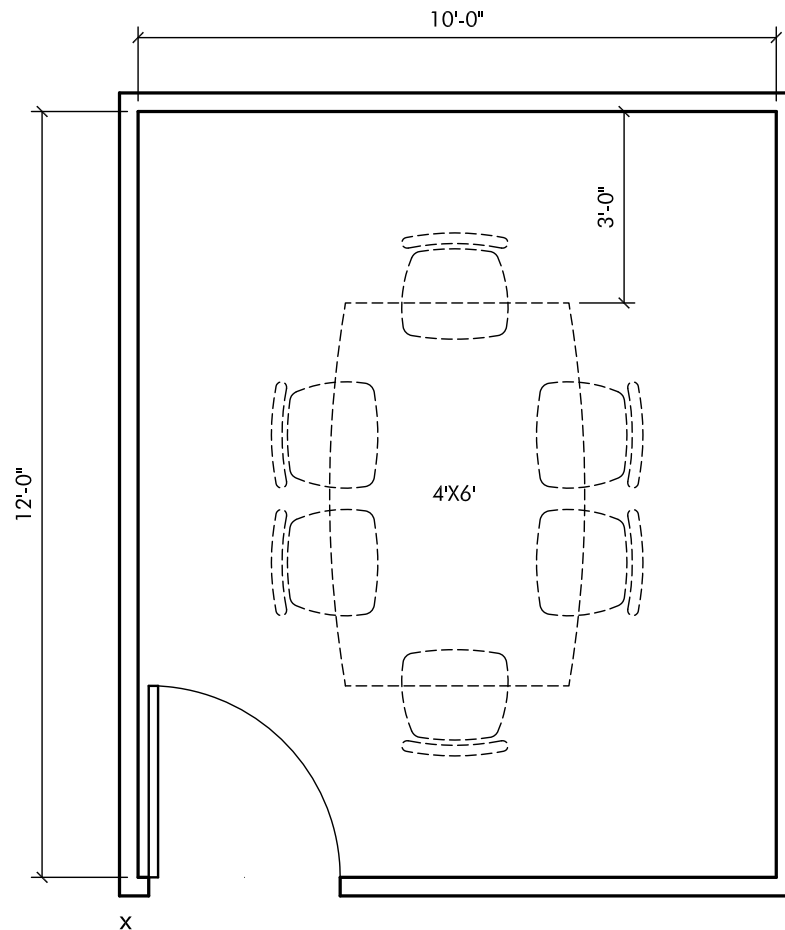
ASHLAND CITY HALL
community development

03 AUGUST 2016

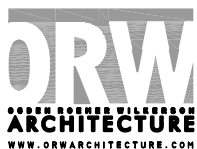


ASHLAND CITY HALL
public works

03 AUGUST 2016



SMALL GROUP-120 SF



2950 EAST BARNETT ROAD

HEDFORD OR 97504

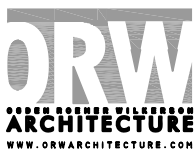
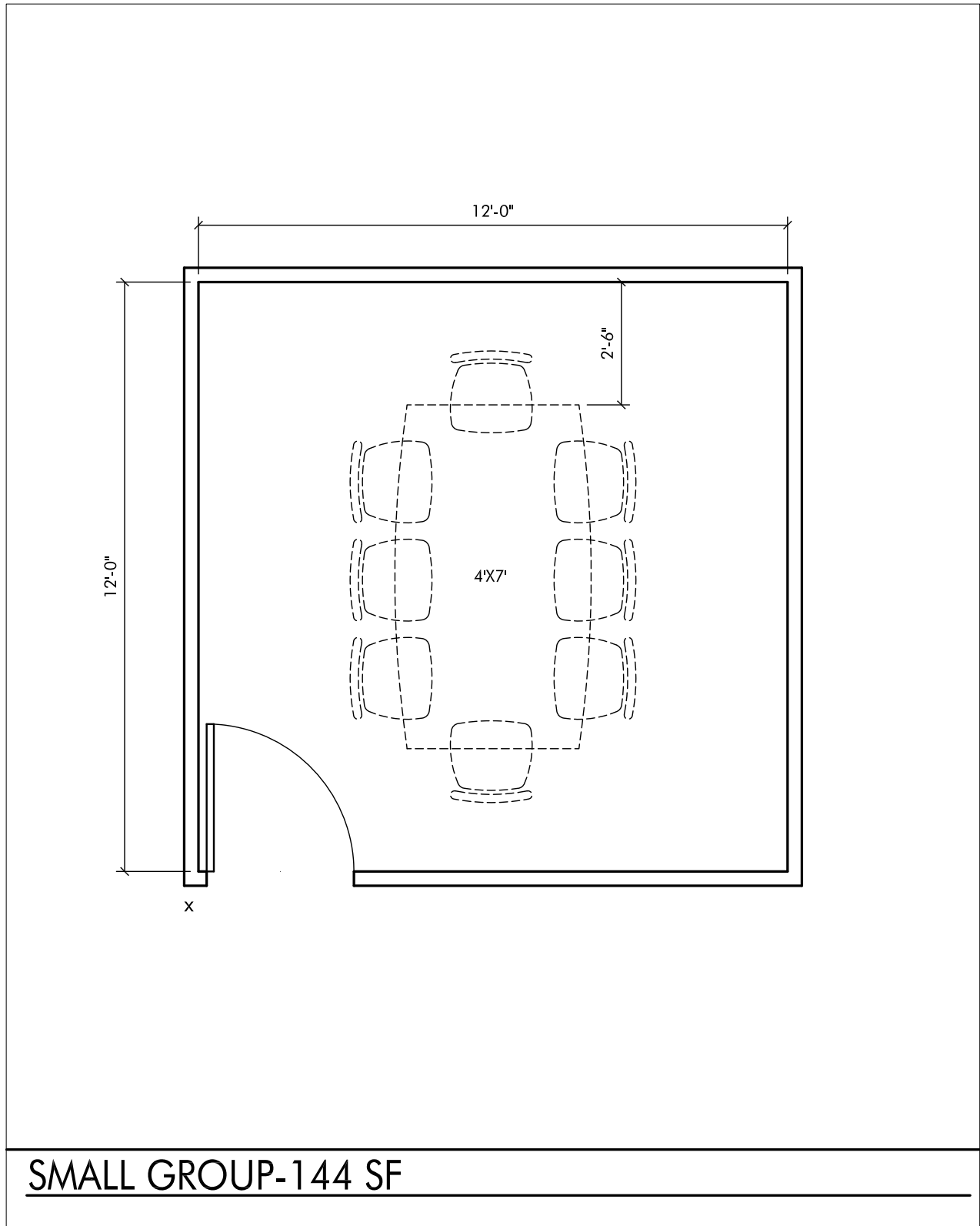
P 541.779.8237

F 541.772.8472

City of Ashland
office layouts
Ashland, Oregon

CAD FILE:	1619_WORKSTATION_SPACE-STD5
SCALE:	3/8"=1'-0"
DATE:	20 May 2015
REF. DWG:	

G-1



2950 EAST BARNETT ROAD

MEDFORD OR 97504

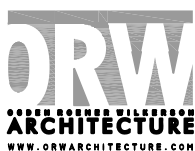
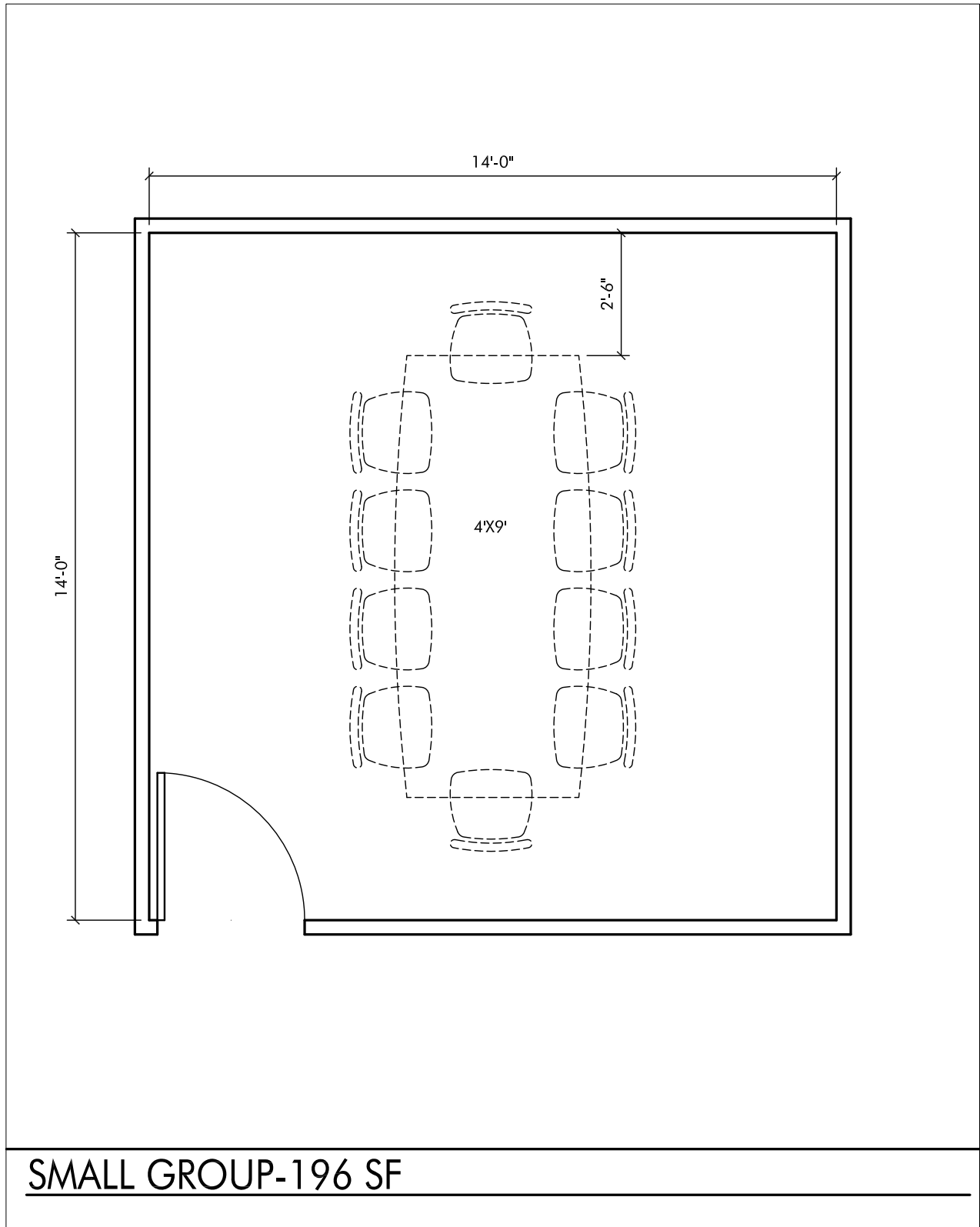
P 541.779.6237

F 541.772.8472

Oregon Shakespeare Festival
office layouts
Ashland, Oregon

CAD FILE:	1619_WORKSTATION_SPACE-STDs
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REF. DWG:	

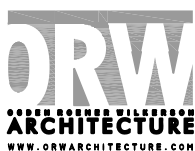
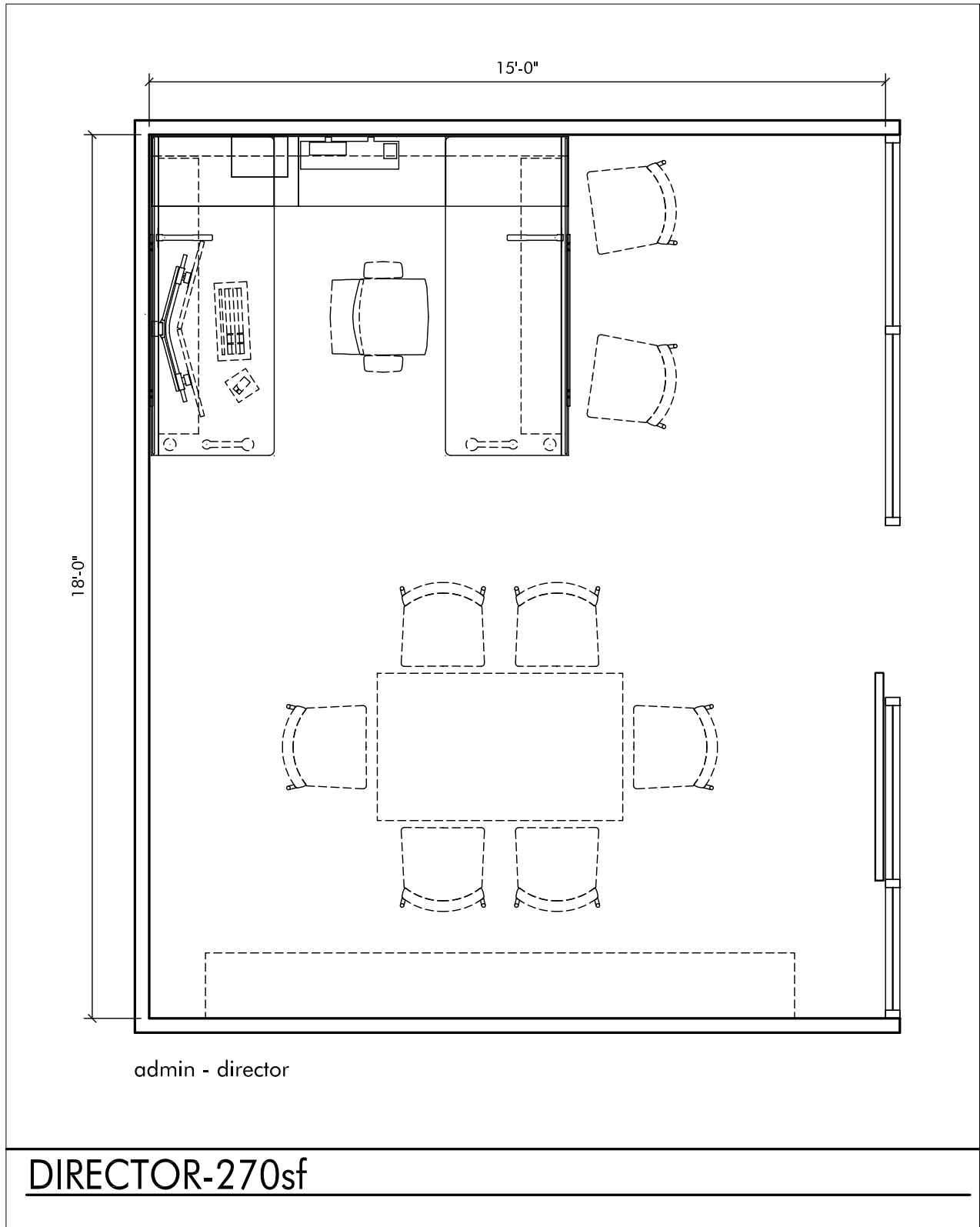
G-2



2950 EAST BARNETT ROAD
MEDFORD OR 97504
P 541.779.8237
F 541.772.8472

City of Ashland
office layouts
Ashland, Oregon

CAD FILE: 1619_WORKSTATION_SPACE-STDs	G-4
SCALE: 3/8"=1'-0"	
DATE: 20 May 2015	
REF. DWG:	

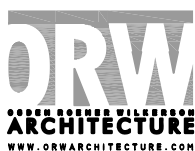
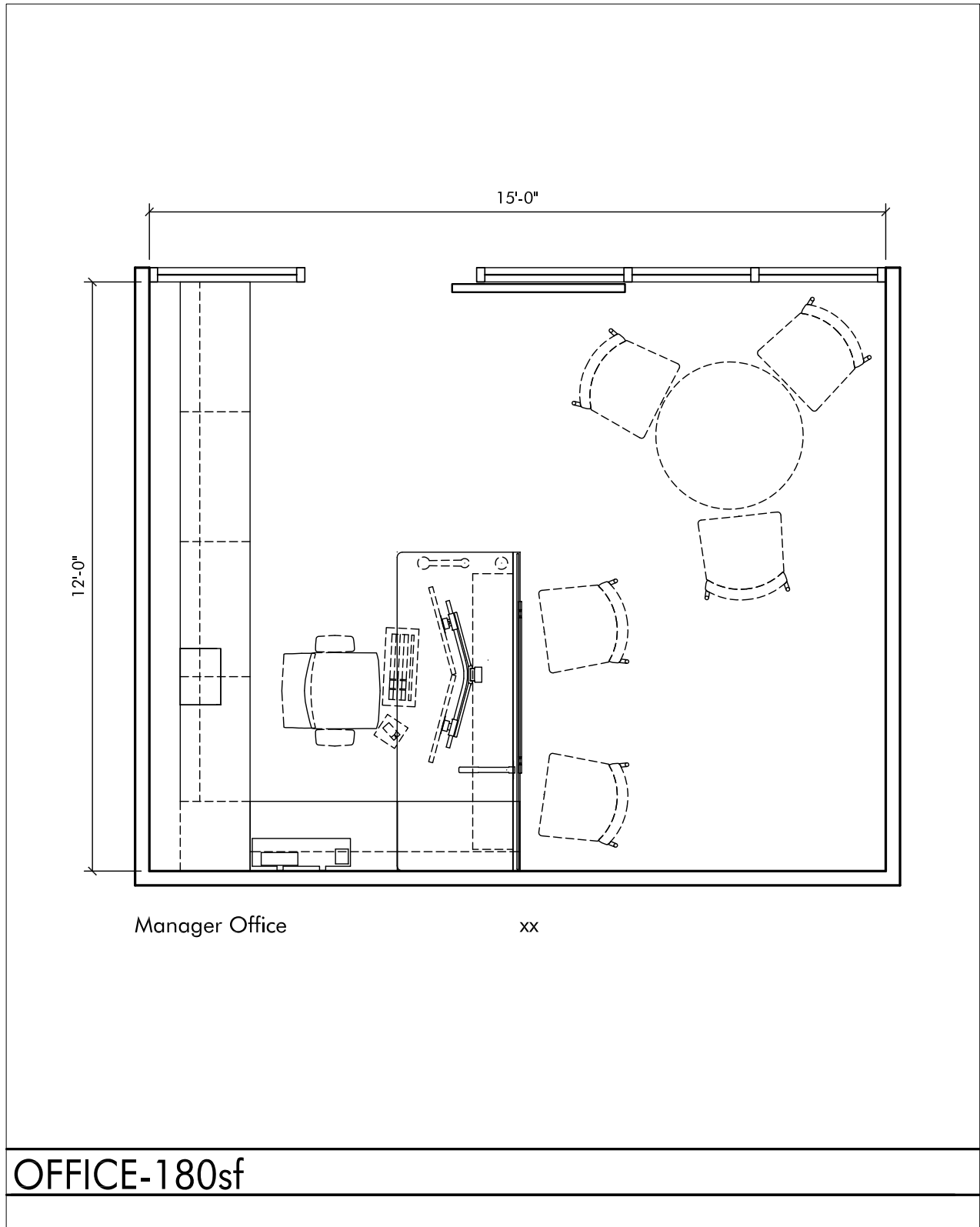


2950 EAST BARNETT ROAD
MEDFORD OR 97504
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F 541.772.8472

City of Ashland
office layouts
Ashland, Oregon

CAD FILE:	1619_WORKSTATION_SPACE-STDs
SCALE:	3/8"=1'-0"
DATE:	June 2016
REF. DWG:	

O-1

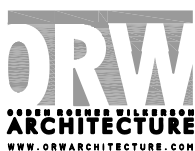
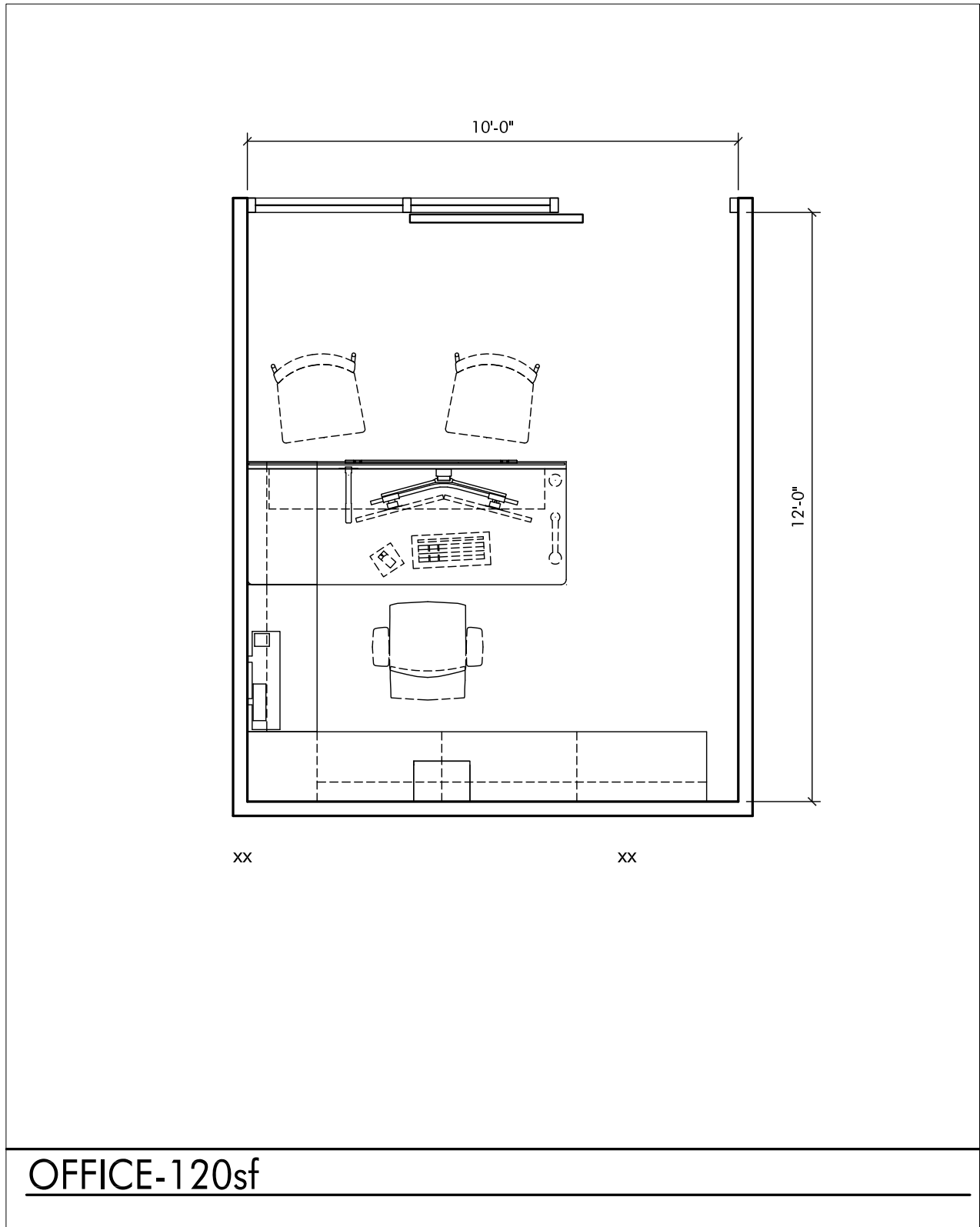


2950 EAST BARNETT ROAD
MEDFORD OR 97504
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City of Ashland
office layouts
Ashland, Oregon

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DATE:	20 May 2015
REF. DWG:	

O-2

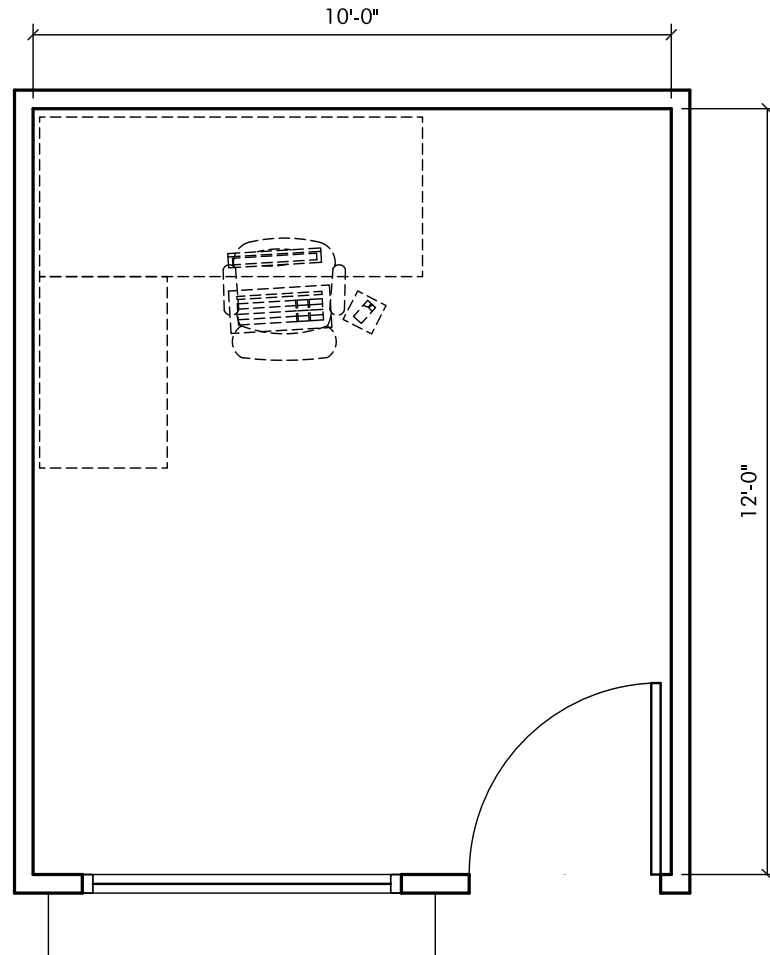


2950 EAST BARNETT ROAD
MEDFORD OR 97504
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City of Ashland
office layouts
Ashland, Oregon

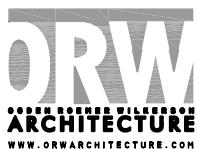
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DATE:	20 May 2015
REF. DWG:	

O-3



XX

OFFICE-120sf

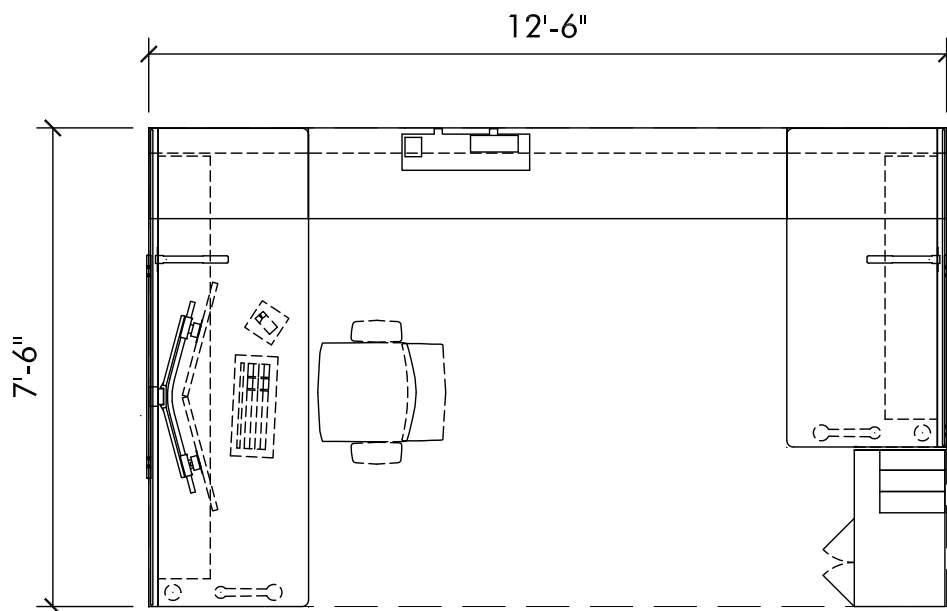


2950 EAST BARNETT ROAD
MEDFORD OR 97504
P 541.779.8237
F 541.772.8472

Oregon Shakespeare Festival
office layouts
Ashland, Oregon

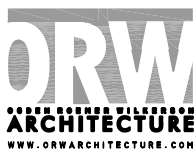
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SCALE:	3/8"=1'-0"
DATE:	20 May 2015
REF. DWG:	

O-7



admin - administrative assistant
admin - accounting

WS-1 - 94sf

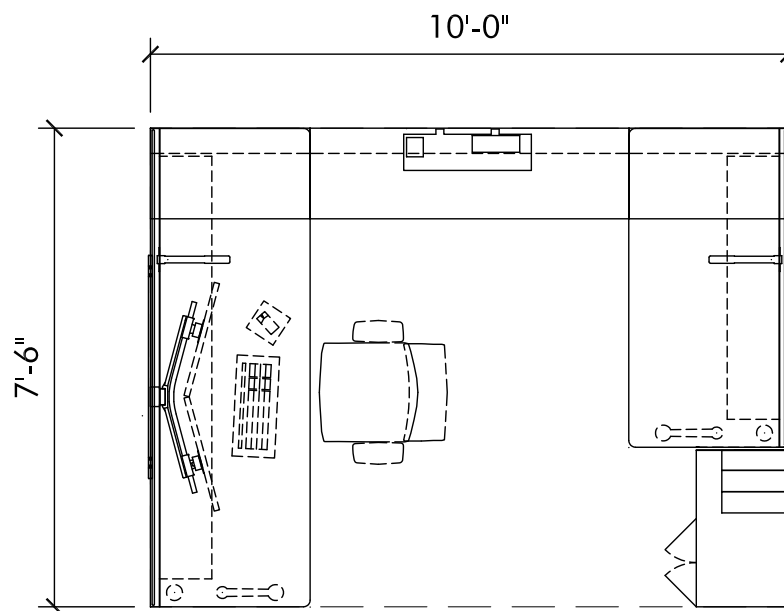


2950 EAST BARNETT ROAD
MEDFORD OR 97504
P 541.779.5237
F 541.772.8472

Oregon Shakespeare Festival
office layouts
Ashland, Oregon

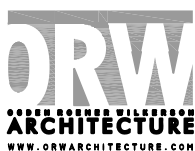
CAD FILE:	1619_WORKSTATION_SPACE-STDs
SCALE:	3/8" = 1' - 0"
DATE:	20 May 2015
REF. DWG:	

WS-1



admin - database operator
 admin - help desk
 IT - tech work stations

WS-3 - 80sf



2950 EAST BARNETT ROAD

REDFORD OR 97564

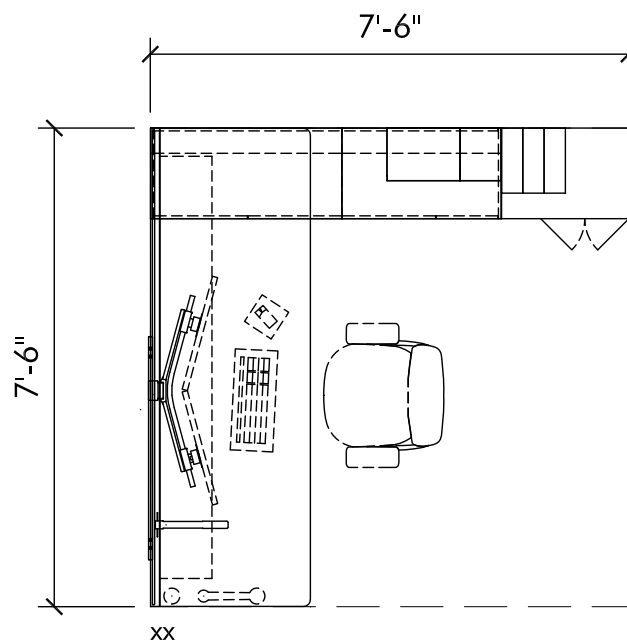
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F 541.772.8472

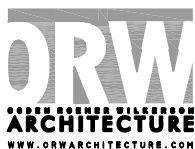
City of Ashland
 office layouts
 Ashland, Oregon

CAD FILE:	1619_WORKSTATION_SPACE-STDs
SCALE:	3/8" = 1' - 0"
DATE:	20 May 2015
REF. DWG:	

WS-3



WS-4a-57sf



2950 EAST BARNETT ROAD

HEDFORD OR 97504

P 541.779.5237

F 541.772.8472

Oregon Shakespeare Festival
office layouts
Ashland, Oregon

CAD FILE: 1619_WORKSTATION_SPACE-STDs	WS-4a
SCALE: 3/8" = 1' - 0"	
DATE: 20 May 2015	
REF. DWG:	

Activity	Estimator	Date of Estimate	Cost per Square Foot	Cost of Activity in Q1 2016	Adjusted to January 2023*	Escallated to 2024**	Owner Held Contingency 25%
Seismic Retrofit, Construction Costs Only	Miller Consulting	Dec-15	176	\$ 1,363,740	\$ 1,854,686	\$ 1,947,420	\$ 2,434,275
Flashing, Bracing, Weather-Proofing, etc	Vitus Construction	Jan-16	18	\$ 139,410	\$ 189,598	\$ 199,077	\$ 248,847
Temp. Facilities	Vitus Construction	Jan-16	20	\$ 154,900	\$ 210,664	\$ 221,197	\$ 276,497
Soft Costs	Vitus Construction	Jan-16	42	\$ 325,290	\$ 442,394	\$ 464,514	\$ 580,643
MEP upgrades	Vitus Construction	Jan-16	110	\$ 851,950	\$ 1,158,652	\$ 1,216,585	\$ 1,520,731
ADA upgrades	Vitus Construction	Jan-16	28	\$ 216,860	\$ 294,930	\$ 309,676	\$ 387,095
Fire Suppression	Vitus Construction	Jan-16	15	\$ 116,175	\$ 157,998	\$ 165,898	\$ 207,372
Tenant Improvements	Vitus Construction	Jan-16	185	\$ 1,432,825	\$ 1,948,642	\$ 2,046,074	\$ 2,557,593
Total				\$ 4,601,150	\$ 5,045,120	\$ 6,593,770	\$ 8,242,213

*used published construction costs indices to make this calculation (Mortenson)

**5% inflation estimated for 2023

Mortenson 2016 (Portland) 118

36.56%

Mortenson 2022 (Portland) 186

Fixed ID Number																																					FCAID																																					Client Name																																					Market																																					Facility Name																																					Facility Level/Floor																																					Room Number																																					Room Name																																					Area / Asset Served																																					Asset / CHMS ID (e.g. TAG #)																																					Asset Name (e.g. AHU-3)																																					Asset Manufacturer																																					Asset Model Number																																					Asset Serial Number																																					Power Source																																					Asset Approximate Install Year																																					Notes/Comments																																					Asset Condition (1-5)																																					Asset Selection (Pull Drop Down)																																					Asset Type/Size/Capacity (Secondary Pull Down)																																					Asset Quantity Multiplier																																					Unit of Measure																																					Asset System (Uniform Level 1)																																					Subsystem (Uniform Level 2)																																					Industry Life Expectancy																																					Industry Replacement Year																																					Estimated Useful Life Remaining																																					Observation Year (N/A Remaining Life Base Year)																																					Observed Replacement Year																																					Unit Probable Cost (\$)																																					Extended Probable Cost (\$)																																					2nd Replacement Probable Cost																																					3rd Replacement Probable Cost																																					Facility Square Feet																																					Date of Assessment																																					Tenant Impact (1-5)																																					Observed Remaining Useful Life																																					Probable Replacement Cost																																					Impact Rating																																					Energy Impact																																					GHG Emissions Scope 1 or Scope 2																																					Total Impact Rating																																					5-yr Costs (1-5)																																				
140	FCAID-00140	City Hall	1st Floor	Hallway	Hallway	See Panel Schedule		Panel D	N/A	N/A	N/A	Electricity	1995	IR and Arc flash Study Should be Conducted	3	Panelboard	60A	1	Each	D - Services	D50 - Electrical	40	2035	11	13	2024	2037	\$ 3,688	\$ 3,690	53	93	4,451	4/9/24	5	1	2	2	1 or 2	11		\$ 5,535																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
141	FCAID-00141	City Hall	1st Floor	Hallway	Hallway	See Panel Schedule		Panel C	N/A	N/A	N/A	Electricity	1995	IR and Arc flash Study Should be Conducted	3	Panelboard	60A	1	Each	D - Services	D50 - Electrical	40	2035	11	13	2024	2037	\$ 3,688	\$ 3,690	53	93	4,451	4/9/24	5	1	2	2	1 or 2	11		\$ 5,535																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
142	FCAID-00142	City Hall	1st Floor	Exterior	Exterior	Building Envelope		Windows	N/A	N/A	N/A	N/A	1970	Original Still Utilized	4	Window	uminum Frame (Operable, Double Ps	450	per Square Foot	B - Shell	B20 - Exterior Enclosure	30	2000	-24	1	2024	2025	\$ 87	\$ 39,080	31	61	4,451	4/9/24	1	5	2	3	1 or 2	12		\$ 58,620																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
143	FCAID-00143	City Hall	1st Floor	Exterior	Exterior	See Panel Schedule	010150	Generator	Kohler	N/A	N/A	Natural Gas	1997	Size estimated	4	Backup Generator	10 KW	1	Each	D - Services	D50 - Electrical	20	2017	-7	1	2024	2025	\$ 20,853	\$ 20,850	21	41	4,451	4/9/24	5	5	2	3	1 or 2	18		\$ 31,275																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
144	FCAID-00144	City Hall	2nd floor	Hallway	Hallway	See Panel Schedule		Panel H	Siemens	N/A	N/A	Electricity	1999	IR and Arc flash Study Should be Conducted	3	Panelboard	100A	1	Each	D - Services	D50 - Electrical	40	2039	15	17	2024	2041	\$ 3,688	\$ 3,690	57	97	4,451	4/9/24	5	1	2	2	1 or 2	11		\$ 5,535																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
145	FCAID-00145	City Hall	2nd floor	Hallway	Hallway	See Panel Schedule		Panel E	Siemens	N/A	N/A	Electricity	1999	IR and Arc flash Study Should be Conducted	3	Panelboard	100A	1	Each	D - Services	D50 - Electrical	40	2039	15	17	2024	2041	\$ 3,688	\$ 3,690	57	97	4,451	4/9/24	5	1	2	2	1 or 2	11		\$ 5,535																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
146	FCAID-00146	City Hall	2nd floor	210	Break Room	See Panel Schedule		Panel F	Siemens	N/A	N/A	Electricity	1999	IR and Arc flash Study Should be Conducted	3	Panelboard	100A	1	Each	D - Services	D50 - Electrical	40	2039	15	17	2024	2041	\$ 3,688	\$ 3,690	57	97	4,451	4/9/24	5	1	2	2	1 or 2	11		\$ 5,535																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
147	FCAID-00147	City Hall	2nd floor	201	Interstital Space	Domestic Hot Water	010149	Water Heater	Rheem	81VP205	6910RQ2699	Electricity	2010	Past Useful Life	4	Water Heater	19 Gal, 3.5 KW (Electric)	1	Each	D - Services	D20 - Plumbing	10	2020	-4	1	2024	2025	\$ 3,120	\$ 3,120	11	21	4,451	4/9/24	4	5	2	3	1 or 2	15		\$ 4,680																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
148	FCAID-00148	City Hall	2nd floor	Exterior	Exterior	Building Envelope		Windows	N/A	N/A	N/A	N/A	1997	Original Still Utilized	4	Window	uminum Frame (Operable, Double Ps	400	per Square Foot	B - Shell	B20 - Exterior Enclosure	30	2027	3	3	2024	2027	\$ 87	\$ 34,740	33	63	4,451	4/9/24	1	4	2	3	1 or 2	11		\$ 52,110																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
149	FCAID-00149	City Hall	Building	Building	Building	Building		Lighting	N/A	N/A	N/A	Electricity	2003	Mixed Install Age CFL, T16, Halogen. Should be Replaced With LEDs	4	Lighting	LED	4451	per Square Foot	D - Services	D50 - Electrical	20	2023	-1	1	2024	2025	\$ 3	\$ 13,890	21	41	4,451	4/9/24	3	5	2	5	1 or 2	14		\$ 20,835																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
150	FCAID-00150	City Hall	Exterior	Exterior	Exterior	Building Envelope		Doors	N/A	N/A	N/A	N/A	1970	Hardware Should be Replaced	4	Exterior Door	Metal (Aluminum)	3	Each	B - Shell	B20 - Exterior Enclosure	30	2000	-24	1	2024	2025	\$ 2,152	\$ 6,450	31	61	4,451	4/9/24	1	5	2	2	1 or 2	12		\$ 9,675																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
151	FCAID-00151	City Hall	Exterior	Exterior	Exterior	Building Envelope		Doors Store Front	N/A	N/A	N/A	N/A	1970	Hardware Should be Replaced	4	Exterior Door	Storefront (Aluminum w/Glazing)	2	Each (Per Door)	B - Shell	B20 - Exterior Enclosure	30	2000	-24	1	2024	2025	\$ 8,876	\$ 17,750	31	61	4,451	4/9/24	1	5	2	2	1 or 2	12		\$ 26,625																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
152	FCAID-00152	City Hall	Exterior	Exterior	Exterior	Building Envelope		Siding	N/A	N/A	N/A	N/A	1889	Must Be Inspected by Structural Engineer	3	Exterior Wall	Masonry	8920	per Square Foot	B - Shell	B20 - Exterior Enclosure	50	1909	-85	10	2024	2034	\$ 1	\$ 8,740	60	110	4,451	4/9/24	1	1	2	2	1 or 2	7		\$ 13,110																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
153	FCAID-00153	City Hall	Exterior	Exterior	Exterior	Building Envelope		Foundation	N/A	N/A	N/A	N/A	1889	Must Be Inspected by Structural Engineer	4	Foundations	Wall and Footing	4451	per Square Foot	A - Substructure	A10 - Foundations	75	1964	-60	1	2024	2025	\$ 11	\$ 46,950	76	151	4,451	4/9/24	5	5	2	1	1 or 2	16		\$ 70,425																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
154	FCAID-00154	City Hall	Exterior	Exterior	Exterior	Building Envelope		Door/Wood	N/A	N/A	N/A	N/A	1970	Hardware Should be Replaced	4	Exterior Door	Wood	2	Each	B - Shell	B20 - Exterior Enclosure	30	2000	-24	1	2024	2025	\$ 4,488	\$ 8,980	31	61	4,451	4/9/24	1	5	2	2	1 or 2	12		\$ 13,470																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
155	FCAID-00155	City Hall	Roof	Mechanical Shed	Mechanical Shed	See Mechanical Schedule	010168	Heat Pump	Carrier	40RT012530	D995990	Electricity	1999	R-22, Past Useful Life	4	Heat Pump	4-Tons Air Cooled	1	Each	D - Services	D30 - HVAC	15	2014	-10	1	2024	2025	\$ 19,491	\$ 19,490	16	31	4,451	4/9/24	4	5	2	5	1 or 2	15		\$ 29,235																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
156	FCAID-00156	City Hall	Roof	Roof	Roof	See Mechanical Schedule	0100145	Condensing Unit	Carrier	38AQ5012	1499F58247	Electricity	1999	R-22, Past Useful Life	4	Condensing Unit	3 Ton	1	Each	D - Services	D30 - HVAC	15	2014	-10	1	2024	2025	\$ 18,530	\$ 18,530	16	31	4,451	4/9/24	3	5	2	4	1 or 2	14		\$ 27,795																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
157	FCAID-00157	City Hall	Roof	Roof	Roof	See Mechanical Schedule	010146	RTU-1	Carrier	50TJQ004	3000C24855	Electricity	2000	R-22, Past Useful Life	4	Rooftop Unit	Package Rooftop Unit: 4 Ton	1	Each	D - Services	D30 - HVAC	15	2015	-9	1	2024	2025	\$ 40,232	\$ 40,230	16	31	4,451	4/9/24	4	5	2	5	1 or 2	15		\$ 60,345																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
158	FCAID-00158	City Hall	Roof	Roof	Roof	See Mechanical Schedule	010147	RTU-2	Carrier	50TJQ004	3300C20309	Electricity	2000	R-22, Past Useful Life	4	Rooftop Unit	Package Rooftop Unit: 4 Ton	1	Each	D - Services	D30 - HVAC	15	2015	-9	1	2024	2025	\$ 40,232	\$ 40,230	16	31	4,451	4/9/24	4	5	2	5	1 or 2	15		\$ 60,345																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
159	FCAID-00159	City Hall	Roof	Roof	Roof	See Mechanical Schedule	010148	Condensing Unit	Payne	PH1DJA018-B	2097E27041	Electricity	1997	R-22, Past Useful Life	4	Condensing Unit	1.5 Ton	1	Each	D - Services	D30 - HVAC	15	2012	-12	1	2024	2025	\$ 9,265	\$ 9,270	16	31	4,451	4/9/24	3	5	2	4	1 or 2	14		\$ 13,905																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
160	FCAID-00160	City Hall	Roof	Roof	Roof	Building Envelope		Roof	N/A	N/A	N/A	N/A	1970	Past Useful Life	4	Roofing	Thermoplastic	4451	per Square Foot	B - Shell	B30 - Roofing	20	1990	-34	1	2024	2025	\$ 13	\$ 57,770	21	41	4,451	4/9/24	5	5	2	3	1 or 2	16		\$ 86,655																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
161	FCAID-00161	City Hall	Building	Building	Building	Building	010151	Fire Suppression System	N/A	N/A	N/A	N/A	1997		3	Fire Sprinkler System	Wet Pipe Sprinkler	4451	per Square Foot	D - Services	D40 - Fire Protection	10	2007	-17	10	2024	2034	\$ 2	\$ 9,490	20	30	4,451	4/9/24	5	1	2	1	1 or 2	11		\$ 14,235																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Council Communication

June 15, 2015, Study Session

Discussion of planning for City Hall replacement

FROM:

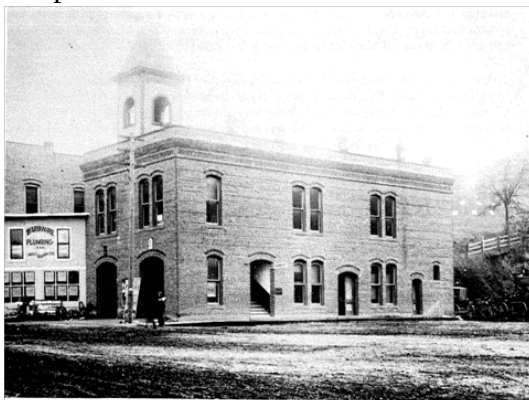
Dave Kanner, City Administrator, dave.kanner@ashland.or.us

SUMMARY

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. The proposed BN 2015-17 budget included a request for \$200,000 for a study of City Hall replacement, a long-term facilities master plan and a study of underutilized assets. However, the Budget Committee approved only \$100,000. Staff proposes to use this money for a comprehensive examination of options for replacing City Hall and will use this study session for a discussion with the Council on how to proceed with that effort.

BACKGROUND AND POLICY IMPLICATIONS:

Ashland’s City Hall building is more than 120 years old. It was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder’s Office on the first floor. The current stucco veneer was added to the building at that time, however the unreinforced brick masonry walls of the original building continue to form the “skeleton” of City Hall. The photo below left shows the original building. The photo at right is City Hall after it was expanded out to Main Street and the cement stucco exterior was added. At that time, a one-story addition to the east was constructed in the space between City Hall and the adjacent building (now occupied by Utility Billing). A partial second story added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. Also, the interior of the building has been remodeled several times. [Click here to view City Hall historical photos](#). The newer rear section of the building that now houses the Finance Department was built in two phases, with the second floor completed in 1998.



The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the seismic vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured a number of times since 1913 but has never has any structural improvements related to seismic mitigation.

A history of recent discussions and planning efforts is as follows:

October 1993 – new building approved

In October 1993 the Planning Commission approved a site review for the construction of a 10,000 square foot City office building to be located to the rear of the City Council chambers. In November 1993, the Council sustained the Planning Commission's decision and approved a site review for the construction of the new City office building. Due to community opposition to moving city offices out of the downtown, the City Council withdrew the City's application in December of 1993 for a new building and agreed by resolution to the formation of an ad hoc committee to study the space needs of the City, and to recommend how and when the solutions should be implemented.

1993 – 1994 ad hoc Space Needs Study Committee

An ad hoc Space Needs Study Committee was formed by Resolution 93-41. In April 1994 the committee presented its report to the City Council. The Committee concluded that additional space is needed for city offices located downtown. They recommended that the funds earmarked for the construction of the proposed building at the rear of the City Council Chambers be earmarked for a fund to acquire, maximize and improve space for city offices in the downtown including: acquisition of the Hillah Temple as soon as possible, rehabilitation of the existing City Hall building as soon as possible to include at a minimum, compliance with all current applicable codes, ordinances and energy conservation standards. If acquisition of the Hillah Temple was delayed, the rehabilitation of the existing City Hall to include the addition of a third floor and expansion of the second floor to accommodate all current downtown city employees. The committee also recommended contracting for engineering and architectural services for the purpose of evaluating the existing City Hall building and making recommendations regarding cost and methods to accomplish the rehabilitation. [Click here to read the 1994 ad hoc Space Needs Study Committee report to the City Council.](#)

1994 Seismic Evaluation Report for City Hall

In 1994, the City contracted with Miller-Gardner, Inc., Consulting Engineers to conduct a seismic evaluation of City Hall. The summary reads: Based on the findings of our field investigation and our preliminary calculations, the scope of seismic upgrade of the Ashland City Hall will include repairs or modification to five building components. These consist of bracing the exterior brick wall above the roof (parapet), exterior and interior brick wall lateral ties at the roof, ceiling and floor levels, adding interior shear walls, roof diaphragm reinforcement, and the addition of a braced steel frame inside at the north wall. The estimated total cost of the upgrade including the second floor addition is \$330,000. [Click here to read the 1994 Seismic Report.](#) (Note: None of this recommended work has been done, although the parapet bracing and roof strapping are planned for this summer.)

1996-1997 Space Needs at City Hall

In 1996 the City was unable to reach a mutually acceptable price for the Hillah Temple. The City Council directed staff to pursue the addition of a third story to City Hall and to downsize the proposed building at the East Main site. [Click here to read the August 1997 report to City Council.](#)

In December of 1997 the City Council authorized a Sire Review for the construction of a 7800 square foot City office located at 1175 E. Main Street (behind the City Council Chambers).

1998 – 1999

In October of 1998 the City purchased the Hillah Temple for \$650,360. In September of 1999, the City Council held a public hearing to consider design alternatives for the Hillah Temple building. [Click here to read the Council minutes of September 1999.](#)

A second story was added over the earlier addition at the south end of City Hall. This is now part of Finance and the corner conference room. Use the link to City Hall historical photos to view this addition.

2002

The City contracted with Architectural Design Works to develop a conceptual study for the long term use of City Hall. The study identified the employee space needs, current floor plans and proposed future floor plans. [Click here to view the conceptual designs.](#)

2008

In 2008 the City Council formed the Facilities Master Plan Committee ([read purpose of committee here](#)) and contracted with OgdenRoemerWilkerson to develop a Facilities Master Plan with a long-term vision. [Click here to read the report.](#)

The committee recommended Option 2 which is a combination of existing remodel and new construction, including City Hall. The report did not address the seismic needs of the building. Option 3 identified possible locations to build a new City Hall in the downtown core.

The Council deferred action on the 2008 final report pending completion of a new Fire Station #2 and expansion of the Police Station.

In light of the 20+ year history of City Hall replacement discussions and the Council's priority goal, this communication takes it as a given that the City must move forward with addressing its current and future City Hall needs, both in terms of safety and space. To that end, staff proposes using the \$100,000 budgeted in BN 2015-17 to hire a consultant team for a planning and public involvement process that would – in broad terms – encompass the following steps:

1. Through a public engagement process, determine the key criteria the community would want us to consider when planning for a new City Hall. These criteria could include: civic identity; energy/sustainability; public space; accessibility; reinforce history; mixed uses, etc.
2. Identify locations where those criteria could be met.
3. Analyze the feasibility and pros/cons of each location.
4. Determine the costs and potential financing mechanisms for each option.
5. Council, with community input, selects a preferred alternative.

Staff seeks Council concurrence with this broad process outline and approval to move forward with an RFP to select a consultant team for this project.

COUNCIL GOALS SUPPORTED:

Organization

4. *Evaluate real property and facility assets to strategically support city mission and goals.*
 - 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The approved BN 2015-17 budget includes \$100,000 in one-time money that staff proposes to use for this City Hall study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff seeks approval to move forward with an RFP to select a consultant team for this project.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

None

Council Communication

February 1, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Michael R. Faught, Director of Public Works, Public Works, Mike.Faught@ashland.or.us

SUMMARY

The Council at its June 15, 2015, study session requested that the City conduct a seismic evaluation of City Hall to determine the cost of bringing the building up to current seismic codes. Necessary seismic upgrades would involve removing the roof, the floor on the second floor and all of the drywall on the interior of the north and west walls, then building a system of ties and braces to secure the building. The estimated cost (including contingency but excluding soft costs and temporary staff relocation) is \$176/sq. ft., or \$1,363,757. The seismic upgrades will require the relocation of city staff for approximately nine months at a cost of just under \$157,000. Soft costs would be roughly \$322,000. If the City did necessary and long-overdue HVAC and plumbing replacement as well as fire suppression and ADA improvements, the total cost of the project exceeds the cost of simply demolishing and rebuilding City Hall or building a new City Hall at a different location on City-owned property.

BACKGROUND AND POLICY IMPLICATIONS:

At the Council's June 15, 2015, Study Session, City Administrator Dave Kanner proposed a comprehensive examination of options for replacing City Hall using the \$100,000 appropriated in the current budget for a long-term facilities master plan. To that end, Mr. Kanner provided background information on past plans to replace City Hall which included a detailed history of City Hall remodels, additions, spacing needs, and needed seismic mitigation based on a 1994 seismic evaluation (see attached June 15, 2015, council communication).

Based on the age of the existing seismic report, Council directed staff to complete a new seismic study on City Hall and the Parks and Recreation building. The City Hall seismic evaluation has been completed by Miller Consulting Engineers, Inc. (see attached report). The consultant's report outlines a plan with estimated costs to upgrade City Hall to allow occupants to safely exit the building after a major earthquake which, as he indicates in his executive summary, "may not be the case in its current state." The estimated cost to upgrade the existing facility to meet seismic requirements only (excluding soft and relocation costs) is estimated to be \$176 per square foot or a total cost of \$1,363,757. If the City Council were to choose this option, all employees in the existing building would have to be relocated for about nine months at an estimated cost of \$17,426 per month or just under \$157,000.

Given that a seismic renovation of the existing facility requires a major rebuild to the building, Michael Morrison, Public Works Superintendent, recommended evaluating costs associated with modernizing all of the existing (aging) plumbing, HVAC systems and electrical systems. To assist with development of additional planning level cost estimates, staff hired Matt Small, Kistler Small +

White Architects, and John Kennedy, chief estimator with Vitus Construction, to provide economy of scale cost estimates for the following four options (see attached estimate):

1. Include soft cost and Temporary relocations costs to the to the seismic estimate
2. Estimated square foot costs for mechanical, electrical and plumbing, egress, ADA, fire suppression and tenant improvements
3. Estimated square foot costs to rebuild on the current City Hall site, replacing everything except the existing north and west historic facades.
4. Total estimated square foot costs to construct a new building elsewhere on City-Owned property, including parking and other issues arising out of its location.

These costs are shown in table 1.

Table 1:

Seismic Upgrades plus soft costs and relocation costs	Additional cost for mechanical, electrical and plumbing, egress, ADA, Fire Suppression and Tenant Improvements	Total Remodel Costs	Rebuild on the current City hall site replacing everything except the existing north and west wall	New building on City Owned Property
\$236	\$338	\$576	\$405	\$450

*All costs are per-square foot

COUNCIL GOALS:

Organization

- 4 Evaluate real property and City assets to strategically support city mission and goals
- 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to estimate cost for additional remodeling costs, rebuild in place costs and to build a new building in a different location on city owned property.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Given the seismic report and the need for additional capital improvements at City Hall, staff recommends that the City move forward with a comprehensive examination of options for replacing or rebuilding City Hall. Staff seeks approval to issue an RFP to select a consultant team to examine options for replacing or rebuilding City Hall.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

- March 3, 2014 Staff Report
- June 15, 2015 Staff Report
- Miller Consulting Engineers City Hall Seismic Upgrade Report
- Vitus Construction Inc Cost estimates

Council Communication

March 3, 2014, Study Session

Seismic Structural Improvements to Existing Buildings

FROM:

Michael Grubbs, Building Official, Community Development Department,
michael.grubbs@ashland.or.us

SUMMARY

Community Development staff is interested in developing an amendment to our local building code for City Council's consideration regarding the protection of one of the community's greatest resources, its buildings. Specifically, this would entail amendments to the Ashland Municipal Code, Buildings and Construction section, requiring seismic improvements when buildings undergo remodel or reconstruction. Many buildings within the City of Ashland are vulnerable to the destructive effects of an earthquake. Extreme damage or collapse will result, all due to their age and construction type. If an ordinance is in place, the survival rate of these buildings and the persons who occupy them will greatly be improved.

BACKGROUND AND POLICY IMPLICATIONS:

The major earthquake projected to take place in Oregon sometime in the not so distant future would have a devastating effect on older existing non-code-compliant buildings within the City of Ashland. To preserve Ashland's building stock and provide a safer environment for all, the Building Division proposes consideration of an ordinance which would require structural improvements to existing buildings when a planned alteration or remodel takes place. Such an ordinance reduces the likelihood of severe damage to Ashland's distinctive buildings. Currently, the cities of Medford and Portland have similar ordinances enacted and enforced.

Stakeholder outreach would target local building owners, construction specialists, and interested parties through our local media, Ashland web page, mailings, open public meetings, and email messaging - all designed to inform and allow public input into the crafting of this ordinance.

Facts:

- Scientific studies have identified the Cascadia Subduction zone off the coast as the source of a long history of earthquakes and tsunamis that have affected the State of Oregon.
- Building codes prior to 1976 did not contain adequate provisions for seismic structural safety for structures.
- Older structures in Ashland, including its downtown core are constructed mainly of unreinforced masonry or concrete, which makes them very vulnerable to damage or collapse during an earthquake. Please note: Newer buildings and those currently under construction have been designed with appropriate seismic safeguards in place.

- The current Oregon Structural Specialty Code does not require seismic improvements when a building is remodeled unless a more hazardous use is proposed; seismic upgrades are only voluntary.
- This type of ordinance is endorsed by the State of Oregon Building Codes Division, Ashland Fire Department, the City of Medford and the City of Portland

This new code could include the following triggers for seismic improvement requirements:

- When renovation costs exceed \$100,000 or \$15.00 per square foot.
- When re-roofing is planned, parapet walls need to be braced.
- Change of Occupancy, for example a change from a retail outlet (M-Mercantile) to a restaurant or lounge (A-Assembly).
- T-bar ceiling seismic upgrades required when any work is planned.
- Tilt-up concrete buildings constructed prior to 1998 require the roof system to be evaluated for connection to the walls.
- If interior ceiling materials are removed in single story buildings (thereby exposing the roof wood framing system), the roof system could be required to be evaluated for connection to the walls.
- If interior ceiling materials are removed in multi-story buildings, upper floor systems and roof diaphragm systems required to be evaluated for connection to the walls.
- Most single family homes would be exempt.

Affected buildings that have undergone seismic improvements would provide a higher degree of safety for occupants through added structural strength, thereby greatly improving personal survival. The cities of Portland and Medford have such ordinances in place. In Portland, it is estimated that 20% of all remodeled commercial building stock have been seismically improved.

FISCAL IMPLICATIONS:

There would be minimal fiscal impact to the City of Ashland. Building/business owners would realize a increase in the cost of construction, depending on size and scope of work or size of the building when an alteration or renovation is planned. City of Ashland incentives will be explored and possibly offered to permit applicants.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Instruct staff to continue to research and draft an ordinance for Council consideration.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

Link to the City of Medford Seismic Ordinance: www.ci.medford.or.us/Code.asp?CodeID=3643

Link to the City of Portland Seismic Ordinance: www.portlandonline.com/auditor/index.cfm?c=28673

Council Communication

June 15, 2015, Study Session

Discussion of planning for City Hall replacement

FROM:

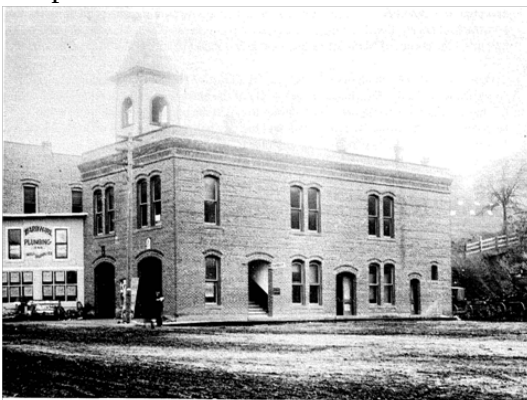
Dave Kanner, City Administrator, dave.kanner@ashland.or.us

SUMMARY

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. The proposed BN 2015-17 budget included a request for \$200,000 for a study of City Hall replacement, a long-term facilities master plan and a study of underutilized assets. However, the Budget Committee approved only \$100,000. Staff proposes to use this money for a comprehensive examination of options for replacing City Hall and will use this study session for a discussion with the Council on how to proceed with that effort.

BACKGROUND AND POLICY IMPLICATIONS:

Ashland’s City Hall building is more than 120 years old. It was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder’s Office on the first floor. The current stucco veneer was added to the building at that time, however the unreinforced brick masonry walls of the original building continue to form the “skeleton” of City Hall. The photo below left shows the original building. The photo at right is City Hall after it was expanded out to Main Street and the cement stucco exterior was added. At that time, a one-story addition to the east was constructed in the space between City Hall and the adjacent building (now occupied by Utility Billing). A partial second story added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. Also, the interior of the building has been remodeled several times. [Click here to view City Hall historical photos](#). The newer rear section of the building that now houses the Finance Department was built in two phases, with the second floor completed in 1998.



The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the seismic vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured a number of times since 1913 but has never has any structural improvements related to seismic mitigation.

A history of recent discussions and planning efforts is as follows:

October 1993 – new building approved

In October 1993 the Planning Commission approved a site review for the construction of a 10,000 square foot City office building to be located to the rear of the City Council chambers. In November 1993, the Council sustained the Planning Commission's decision and approved a site review for the construction of the new City office building. Due to community opposition to moving city offices out of the downtown, the City Council withdrew the City's application in December of 1993 for a new building and agreed by resolution to the formation of an ad hoc committee to study the space needs of the City, and to recommend how and when the solutions should be implemented.

1993 – 1994 ad hoc Space Needs Study Committee

An ad hoc Space Needs Study Committee was formed by Resolution 93-41. In April 1994 the committee presented its report to the City Council. The Committee concluded that additional space is needed for city offices located downtown. They recommended that the funds earmarked for the construction of the proposed building at the rear of the City Council Chambers be earmarked for a fund to acquire, maximize and improve space for city offices in the downtown including: acquisition of the Hillah Temple as soon as possible, rehabilitation of the existing City Hall building as soon as possible to include at a minimum, compliance with all current applicable codes, ordinances and energy conservation standards. If acquisition of the Hillah Temple was delayed, the rehabilitation of the existing City Hall to include the addition of a third floor and expansion of the second floor to accommodate all current downtown city employees. The committee also recommended contracting for engineering and architectural services for the purpose of evaluating the existing City Hall building and making recommendations regarding cost and methods to accomplish the rehabilitation. [Click here to read the 1994 ad hoc Space Needs Study Committee report to the City Council.](#)

1994 Seismic Evaluation Report for City Hall

In 1994, the City contracted with Miller-Gardner, Inc., Consulting Engineers to conduct a seismic evaluation of City Hall. The summary reads: Based on the findings of our field investigation and our preliminary calculations, the scope of seismic upgrade of the Ashland City Hall will include repairs or modification to five building components. These consist of bracing the exterior brick wall above the roof (parapet), exterior and interior brick wall lateral ties at the roof, ceiling and floor levels, adding interior shear walls, roof diaphragm reinforcement, and the addition of a braced steel frame inside at the north wall. The estimated total cost of the upgrade including the second floor addition is \$330,000. [Click here to read the 1994 Seismic Report.](#) (Note: None of this recommended work has been done, although the parapet bracing and roof strapping are planned for this summer.)

1996-1997 Space Needs at City Hall

In 1996 the City was unable to reach a mutually acceptable price for the Hillah Temple. The City Council directed staff to pursue the addition of a third story to City Hall and to downsize the proposed building at the East Main site. [Click here to read the August 1997 report to City Council.](#)

In December of 1997 the City Council authorized a Sire Review for the construction of a 7800 square foot City office located at 1175 E. Main Street (behind the City Council Chambers).

1998 – 1999

In October of 1998 the City purchased the Hillah Temple for \$650,360. In September of 1999, the City Council held a public hearing to consider design alternatives for the Hillah Temple building. [Click here to read the Council minutes of September 1999.](#)

A second story was added over the earlier addition at the south end of City Hall. This is now part of Finance and the corner conference room. Use the link to City Hall historical photos to view this addition.

2002

The City contracted with Architectural Design Works to develop a conceptual study for the long term use of City Hall. The study identified the employee space needs, current floor plans and proposed future floor plans. [Click here to view the conceptual designs.](#)

2008

In 2008 the City Council formed the Facilities Master Plan Committee ([read purpose of committee here](#)) and contracted with OgdenRoemerWilkerson to develop a Facilities Master Plan with a long-term vision. [Click here to read the report.](#)

The committee recommended Option 2 which is a combination of existing remodel and new construction, including City Hall. The report did not address the seismic needs of the building. Option 3 identified possible locations to build a new City Hall in the downtown core.

The Council deferred action on the 2008 final report pending completion of a new Fire Station #2 and expansion of the Police Station.

In light of the 20+ year history of City Hall replacement discussions and the Council's priority goal, this communication takes it as a given that the City must move forward with addressing its current and future City Hall needs, both in terms of safety and space. To that end, staff proposes using the \$100,000 budgeted in BN 2015-17 to hire a consultant team for a planning and public involvement process that would – in broad terms – encompass the following steps:

1. Through a public engagement process, determine the key criteria the community would want us to consider when planning for a new City Hall. These criteria could include: civic identity; energy/sustainability; public space; accessibility; reinforce history; mixed uses, etc.
2. Identify locations where those criteria could be met.
3. Analyze the feasibility and pros/cons of each location.
4. Determine the costs and potential financing mechanisms for each option.
5. Council, with community input, selects a preferred alternative.

Staff seeks Council concurrence with this broad process outline and approval to move forward with an RFP to select a consultant team for this project.

COUNCIL GOALS SUPPORTED:

Organization

4. *Evaluate real property and facility assets to strategically support city mission and goals.*
 - 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The approved BN 2015-17 budget includes \$100,000 in one-time money that staff proposes to use for this City Hall study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff seeks approval to move forward with an RFP to select a consultant team for this project.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

None



MILLER
CONSULTING
ENGINEERS

January 27, 2016

Mr. Pieter Smeenk
City of Ashland
20 East Main Street
Ashland, OR 97520

**Subject: Ashland City Hall Seismic Upgrade
20 East Main Street, Ashland, OR
MCE Project No. 150899**

Dear Mr. Smeenk:

Thank you for the opportunity to provide seismic evaluation services for the City of Ashland. The purpose of this update is to provide a schematic design for the upgrade of the building that meets the current code, as well as an engineer's preliminary estimate of probable construction costs to upgrade the building based on our review. Based on this review, the following is our preliminary estimate of probable construction cost to upgrade the building:

Performance Objective	Construction Cost	Engineering Fee	Total Cost	Cost per sq. foot
OSSC Code Upgrade	\$1,345,757	\$80,000	\$1,425,757	\$184

Miller Consulting Engineers, Inc. would also like to extend our knowledge, expertise, and passion of structural engineering to the City of Ashland for the work proposed within the seismic evaluation report.

Since our inception in 1978, Miller Consulting Engineers has been providing practical, diverse structural solutions with a history of providing inventive results that save time and money. MCE's team has extensive experience in providing seismic evaluations and code upgrades for a variety of buildings that include essential facilities and historic structures. Our past experience and current technology will be very beneficial in the performance of the seismic upgrade of City Hall. These benefits include:

- Skilled staff in seismic upgrades of historic and essential structures
- Construction cost and engineering cost estimating expertise
- Past experience working closely with the State of Oregon Building Codes
- Knowledge and experience utilizing the *2014 Oregon Structural Specialty Code*
- Experienced staff with the "Partnering/Teaming" process
- Economical and innovative solutions to field problems
- Historic preservation practice
- Outstanding narrative reporting
- AUTOCAD "Standardized Details" for common seismic evaluations/REVIT

If you have any questions about the contents enclosed, you may contact me. I am reachable by phone at 503-246-1250; facsimile at 503-246-1395; or by email at eric@miller-se.com.

Respectfully submitted,

Miller Consulting Engineers, Inc.

Eric Watson, S.E., P.E.
Principal

Engineering Practical, Diverse Structural Solutions Since 1978
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Owner-Directed Facility Seismic Evaluation

Ashland City Hall
20 E. Main Street, Ashland, Oregon



Prepared for
The City of Ashland



EXPIRES: 06-30-2016

Prepared by

MILLER CONSULTING ENGINEERS, INC.
9570 SW Barbur Boulevard, Suite 100
Portland, Oregon 97219
Ph.: 503-246-1250
MCE Project Number: 150899
December 7, 2015

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ASHLAND CITY HALL EXECUTIVE SUMMARY

Overview

The City of Ashland has hired Miller Consulting Engineers (MCE) to update our previous seismic evaluation report for the Ashland City Hall building dated August 5, 1994, considering the current state building code, which is the *2014 Oregon Structural Specialty Code (OSSC)*.

The purpose and goal of this facility seismic evaluation is to provide a schematic design for the upgrade of the building that meets the current code, as well as an engineer's preliminary estimate of probable construction costs to upgrade the building based on our review. **This evaluation develops a plan to upgrade the facility to allow the occupants to safely exit the structure after a major earthquake, which may not be the case in its current state.**

The evaluation identified the following items that need to be addressed as part of the proposed seismic upgrade.

- Strengthening the roof and floor diaphragms to transfer lateral loads to the walls
- The connections between the walls and the diaphragm for in-plane and out-of-plane loads
- Addressing the connections at the roof diaphragm to account for the plan irregularities
- Providing shear walls in the east-west direction to support the diaphragm loading
- Providing bonded shear walls to reinforce the unreinforced masonry walls for in-plane loads
- Providing special concentric braced frames on the north and west walls on the main level to resist the required lateral loading of the building

Based on the above items, we anticipate that the proposed upgrade work will take approximately seven months to complete and will require at a minimum the second floor to be vacated during construction. The following is our preliminary estimate of probable construction cost to upgrade the building:

Performance Objective	Construction Cost	Contingency Cost	Total Cost	Cost per sq. foot
OSSC Code Upgrade	\$1,136,464	\$227,293	\$1,363,757	\$176

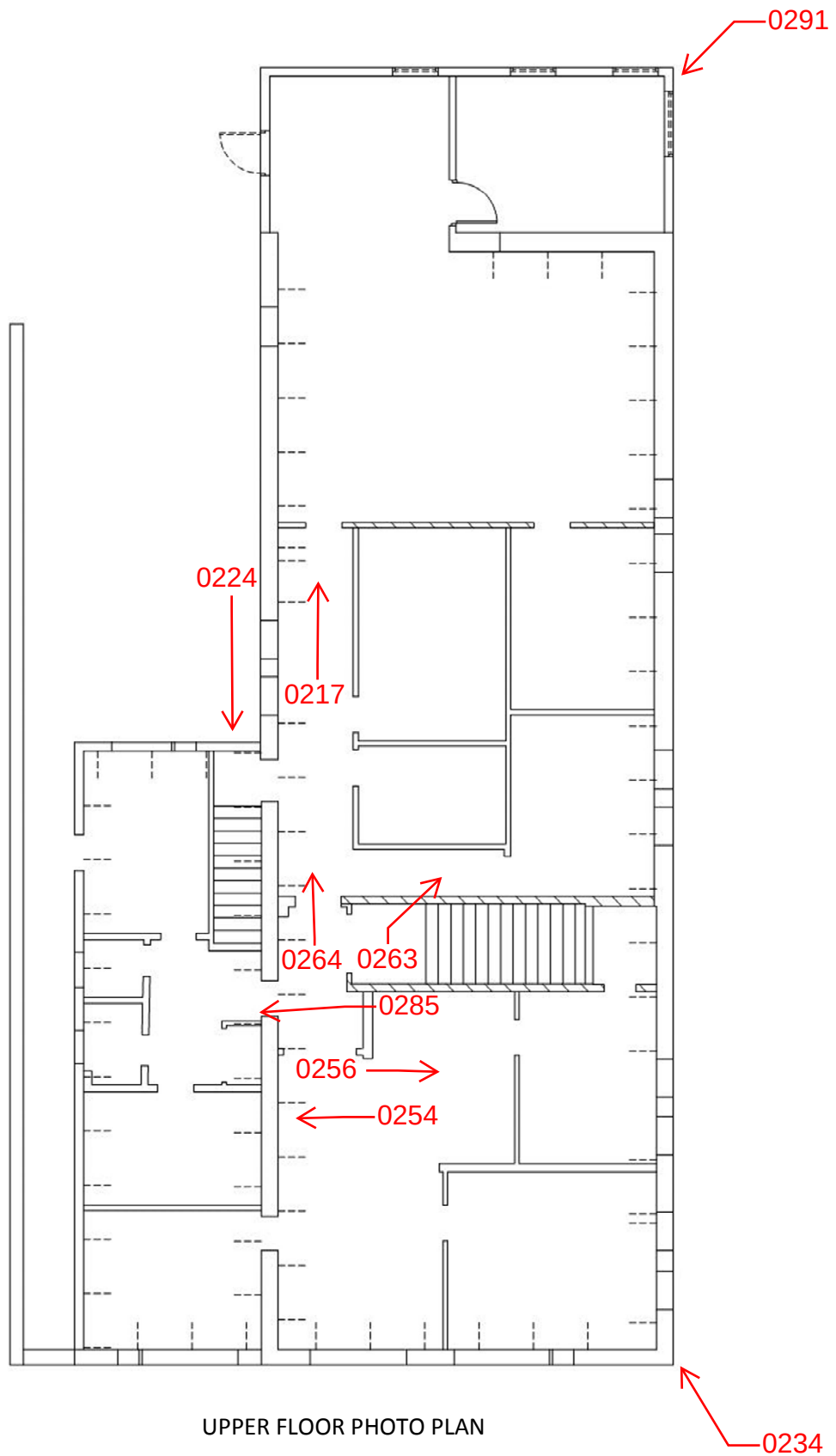
The above costs only consider the structural upgrades and corresponding work as required by the structural upgrades; the other concerns with the building such HVAC, plumbing, ADA access or other non-structural costs such as bracing the suspended ceilings are not included in this cost.

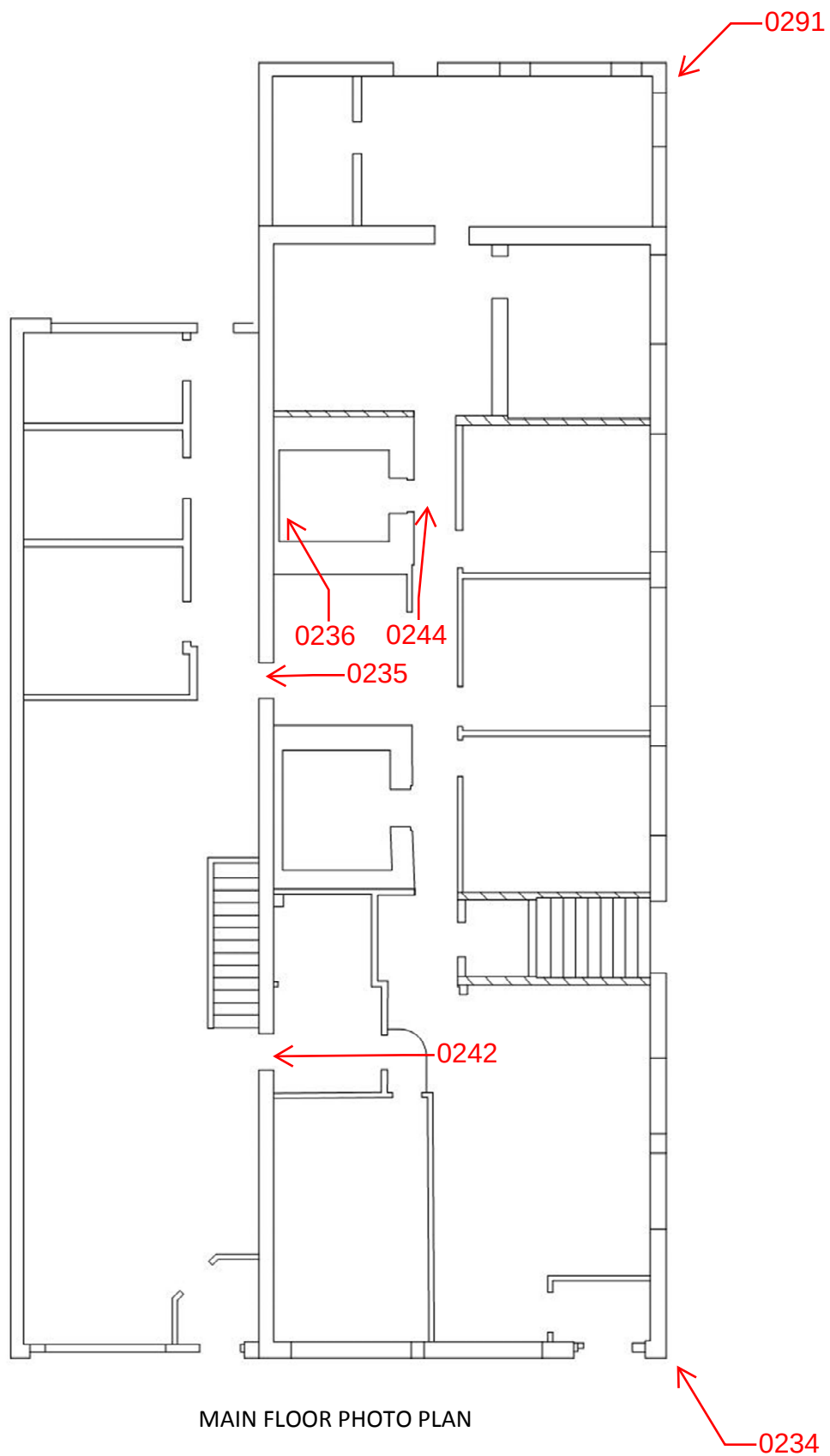
Furthermore, these estimates are limited to the repairs of the detailed items and do not include relocation costs of staff or other soft costs. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The structural cost is less than constructing a new facility, but when you add in the other costs, the upgrade cost may be more than the replacement cost.

Background

The Ashland City Hall building is located at 20 East Main Street in Ashland, Oregon. The building was originally constructed around 1891 with two additions added since that time. One addition was added around 1913 that expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor on the south to be in line with the south wall of the 1913 addition. The current size of the building is approximately 7,745 square feet. Original construction documents were not available for our review, but documents from 1982 (Savikko), 1991 (Marquess and Associates) and 1996 (Afseth) were used in our evaluation.

The building is comprised of two primary areas. One area is the main building area that is a two-story structure that has unreinforced masonry exterior walls on the east and west sides of the area, as well as an unreinforced masonry wall toward the south side of the building that was originally an exterior wall of the 1891 building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition. The other area is the infill area that is between the main building area and the 1880 Pioneer Building to the east. The infill area is supported by the east wall of the main building area on the west and on the east by post-and-beam supports that are adjacent to the Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm on the main level. The infill area does not have an apparent lateral force-resisting element on the main floor east side. The building houses several city offices including the mayor's office and support staff, as well as the water department.





MAIN FLOOR PHOTO PLAN



PHOTO 0234 – North elevation of the building looking toward the northwest corner



PHOTO 0291 – West elevation of the building looking toward the southwest corner



PHOTO 0224 – Exposed east upper wall of the main building area looking toward the northeast



PHOTO 0217 – Main building area roof looking toward the south

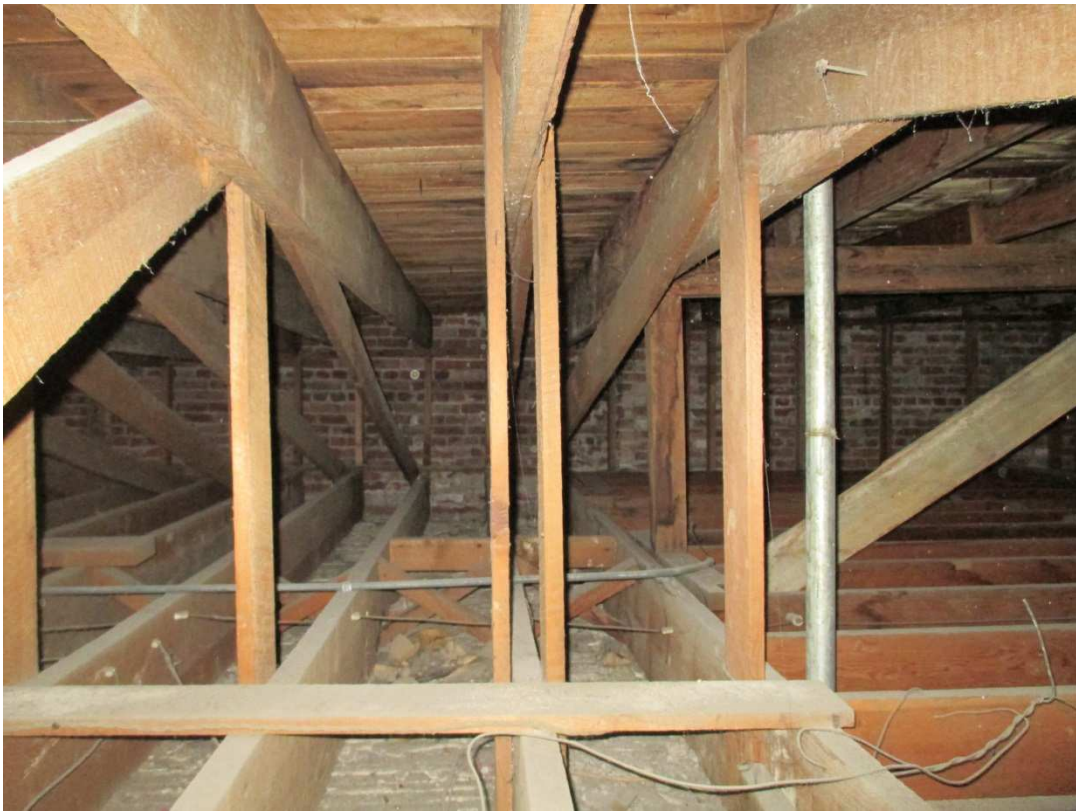


PHOTO 0256 – Main building area roof framing looking west



PHOTO 0264 – Main building area roof framing looking south



PHOTO 0254 – Joint at the east wall between the 1891 building to the south and the 1913 addition



PHOTO 0261 – HVAC access in the upper floor ceiling cavity through the east wall



PHOTO 0263 – Upper floor ceiling cavity looking toward the southwest



PHOTO 0285 – Exposed unreinforced masonry wall in the mayor's office vestibule

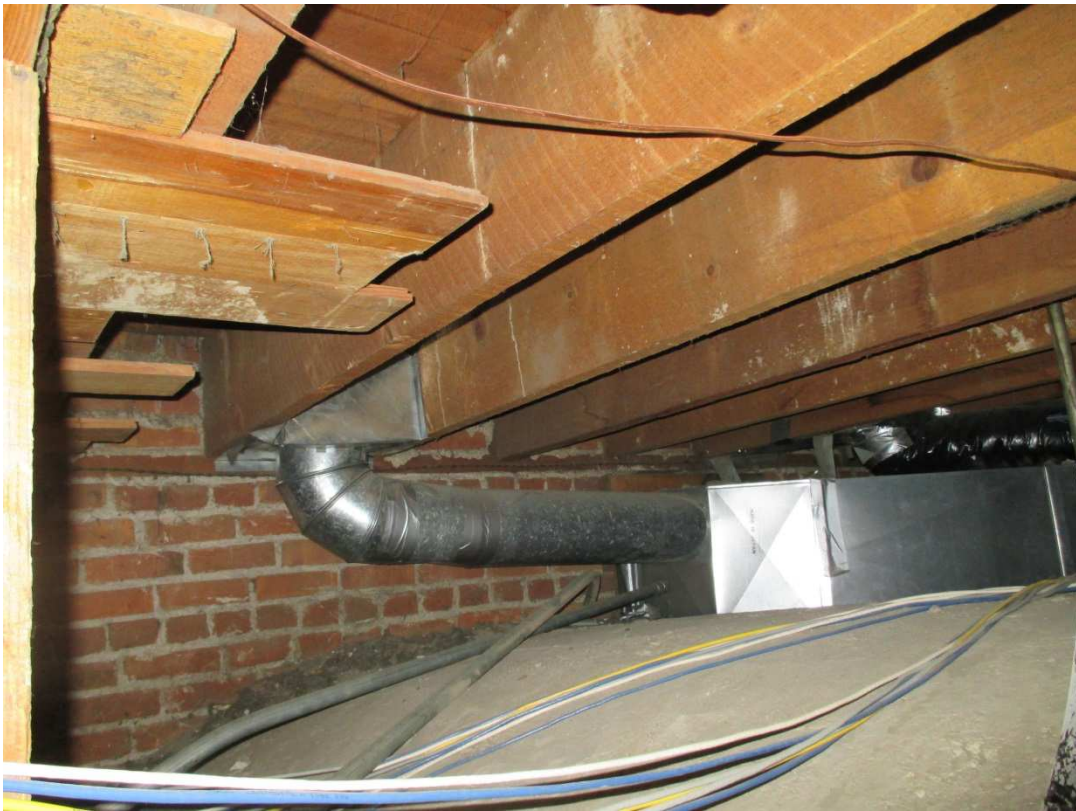


PHOTO 0236 – Upper floor framing visible in the main floor ceiling cavity adjacent to a vault



PHOTO 0242 – Upper floor connection at the east URM wall of the main building area



PHOTO 0244 – Main floor ceiling cavity in the main building area

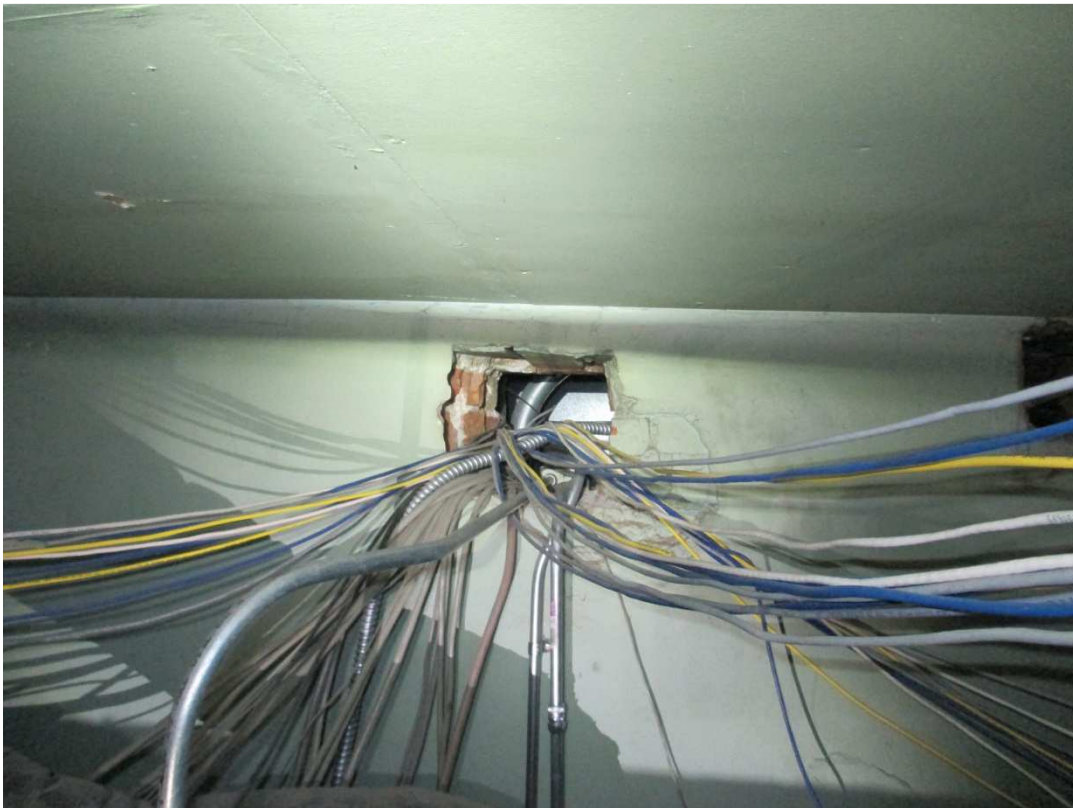
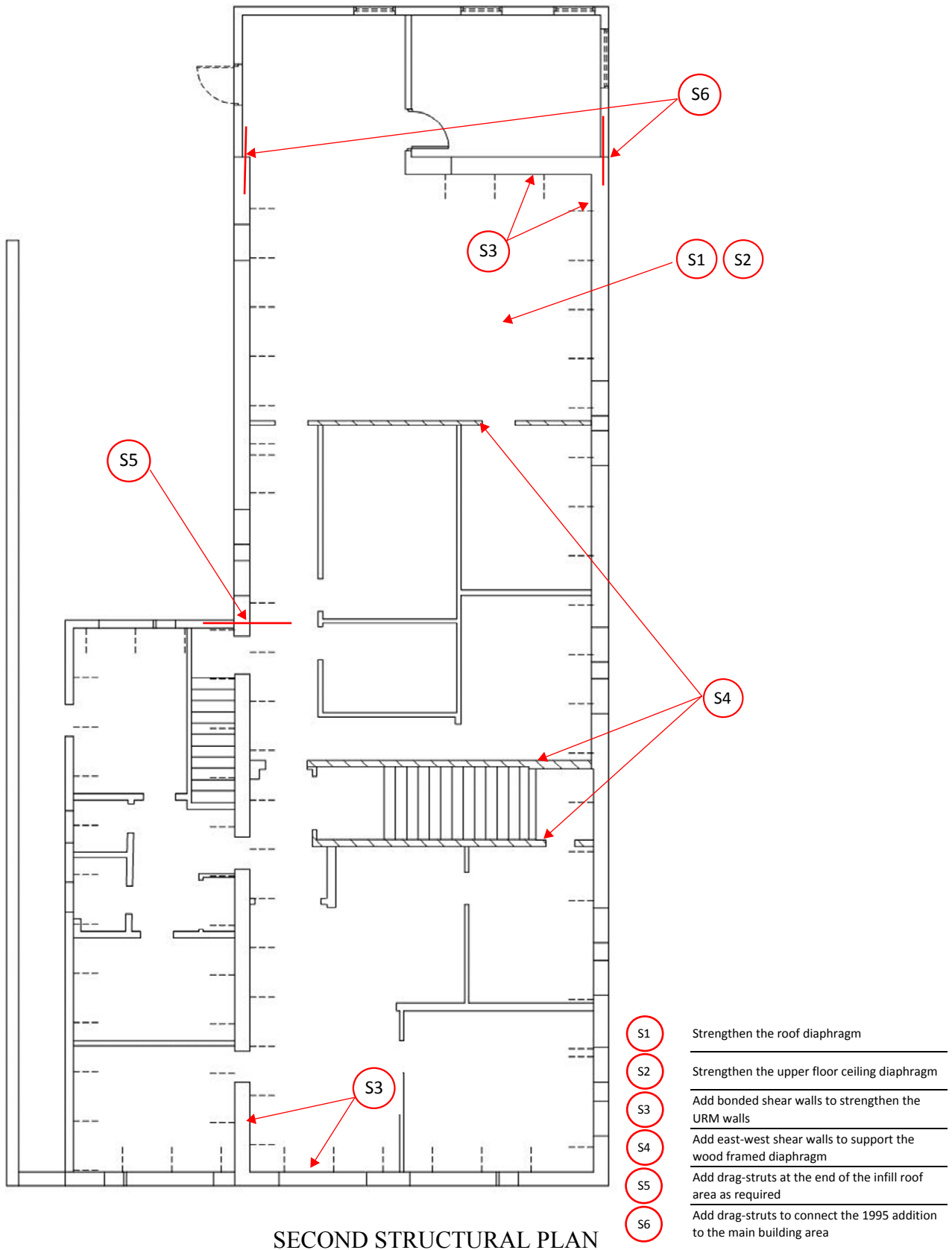
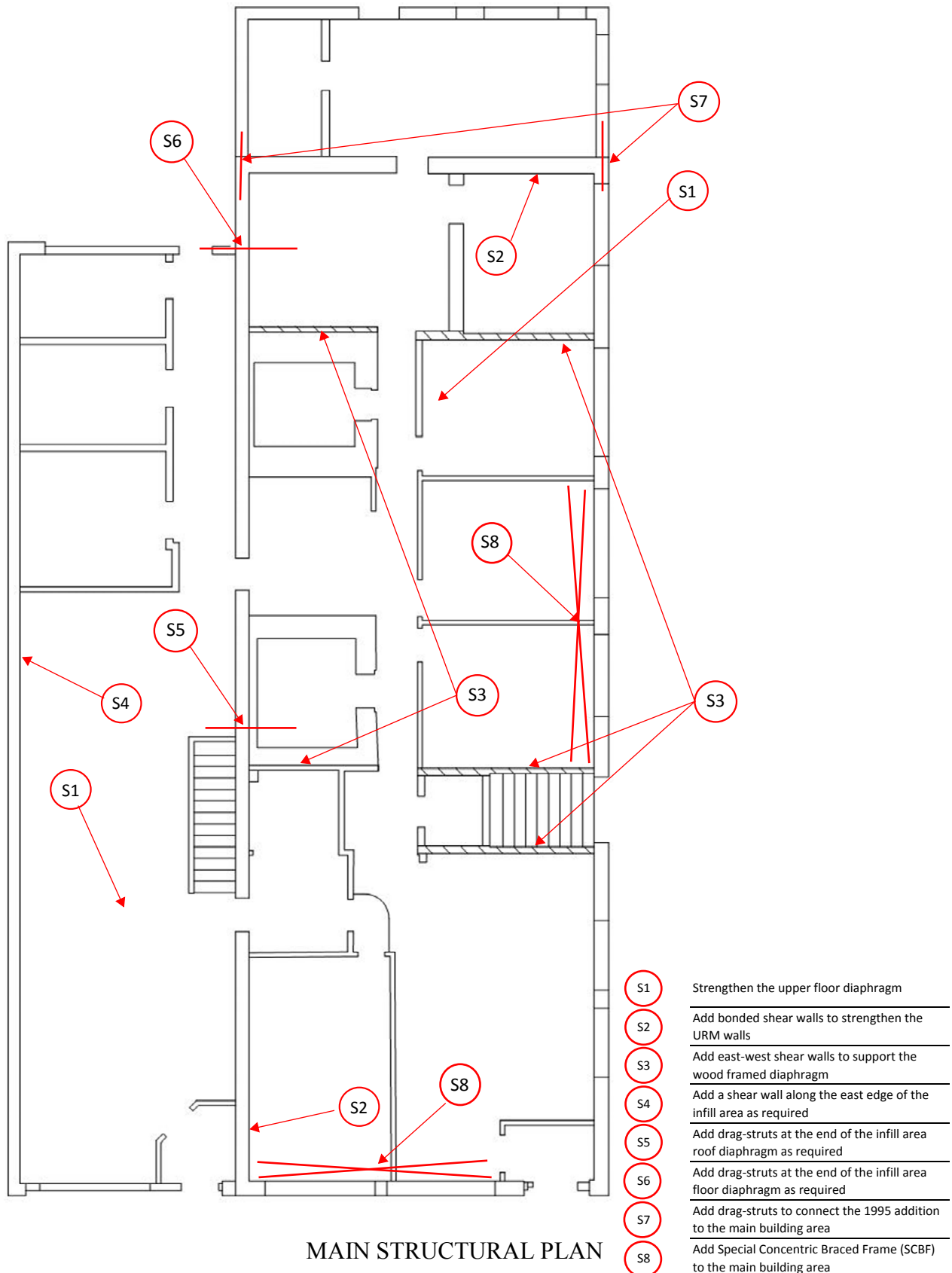


PHOTO 0235 – Access opening through the east URM wall in the main building area



SECOND STRUCTURAL PLAN



Background

The Ashland City Hall building is comprised of two primary building areas described below. The building was originally constructed around 1891 as an unreinforced masonry building that has had two major additions added since that time, along with several interior remodels over the life of the building. One addition was added around 1913, which expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor to the south so to be in line with the south wall of the 1913 main floor addition. The building houses several city offices including the mayor's office and support staff, as well as the water department.

One area is the main building area that is a two-story structure that has unreinforced masonry walls on the east and west sides of the area, as well as an unreinforced masonry wall from the original building toward the south side of the building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition.

The other area of the building is the infill area that is between the main building area and the 1880 Pioneer Building to the East. The infill area is supported by the main building area on the west and on the east by post-and-beam supports that are adjacent to the 1880 Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor that does not have an apparent lateral force-resisting element on the east side. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level.

Main Building Area

The main building section is a two-story area that is constructed of three different wall materials including unreinforced masonry walls, cast-in-place concrete walls and light wood-framed walls along the exterior of the 1995 addition. The roof is built with straight sheathing that spans in the north and south direction and is perpendicular to the roof framing. In addition, there are several interior partition walls on the main floor that may be seismic hazards, including the unreinforced masonry wall at the south office area and the cell block area.

The main building area can be evaluated in three different conditions. One condition is as the building exists today, where it appears that none of the previous recommendations have been considered. Another condition would be if the building had been seismically upgraded in 1994 when the report was originally generated; the last condition is if the work that is being proposed today is considered. Currently, the existing main building area roof diaphragm has a demand-to-capacity ratio (DCR) of 29 and the main floor diaphragm has a DCR of 19. The unreinforced masonry walls on the upper floor have a DCR of up to 5.4 and on the main floor the unreinforced masonry walls have a DCR of 4.8 in the north-south direction and a DCR of 21 in the east-west

direction. Typically, when reporting DCR numbers that are greater than 10, the number is capped at 10 to demonstrate that the element has no capacity, but, in this case, we have not done that in order to demonstrate the deficiencies of the building.

If the upgrade work was completed following the 1994 report, there would be some concerns today based on the changes to the OSSC, which in this case the seismic base loading has increased by 52% (the seismic coefficient increased from 0.17 g to 0.26 g). There have also been some changes in the way designers address seismic loads and how materials are used in resisting the seismic loading. In addition, the roof diaphragm would also be a concern based on the fact that straight sheathing is not recommended for use in masonry buildings based on the lack of stiffness of the diaphragm. The unreinforced masonry walls on the upper floor would have a DCR of up to 2.5 and on the main floor the unreinforced masonry walls would have a DCR of 4.8 in the north-south direction. The plywood shear walls on the upper floor would have a DCR of up to 1.2 and on the main floor the plywood shear walls would have a DCR of 2.5 in the east-west direction. The fact that the 1994 renovation is deficient is a result of.

As part of the third condition, there are a number of structural concerns that will need to be addressed including the following: the lack of parapet bracing for the parapet walls that are taller than 12" above the roof diaphragm; the need to strengthen the roof, upper floor ceiling and floor diaphragms for the imposed lateral loads; the need to provide lateral force resisting elements to support the in-plane unreinforced masonry wall loading; the lack of anchorage between the diaphragms and the unreinforced masonry walls; and the lack of drag struts at the end of the infill area on the upper and main floors. It is assumed that the exterior unreinforced masonry walls have adequate strength to resist the out-of-plane loading, but this assumption will need to be verified in the field prior to commencing the seismic strengthening of the building.

Main Building Area Recommendations

For the lack of parapet bracing, use custom brackets to connect the parapet walls back to the roof diaphragm. For the inadequate diaphragms, add plywood sheathing at the diaphragm level, as well as additional in-plane shear walls on the upper and main floors to reduce the loading on the diaphragm as well as the exterior shear walls lines. In addition, bonded shear walls may be used in the attic area to transfer loads between the roof diaphragm and the ceiling diaphragm of the upper level. For the inadequate lateral force-resisting elements (the unreinforced masonry walls), add bonded shear walls to resist the in-plane loading as required by code. For the lack of drag strut connections between the infill area and the main building area, use custom brackets to connect the areas together.

Infill Area

It appears that the infill area existed before the 1913 addition was built, but it was most likely significantly remodeled during the 1913 addition. Consequently, we considered the infill portion

of the building to be part of the 1913 addition. The infill area is supported on the west by the east unreinforced masonry wall of the main building area and on the east by post-and-beam supports that are adjacent to the Pioneer Building.

The infill area is approximately 18' wide by 75' long on the main floor, which does not have an apparent lateral force resisting element on the east side adjacent to the Pioneer Building. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level. The concrete walls that are supported by the wood-framed floor diaphragm are of some concern, because the infill area does not have an apparent lateral force resisting element on the main floor east side. There is also some concern with the north wall of the infill area and how the diaphragms are connected to the exterior walls. Lastly, there is not an isolation joist between the north wall or the floor diaphragm of the infill area and the adjacent Pioneer Building. During a seismic event pounding of these two buildings may occur that could cause additional damage to the City Hall building, as well as to the Pioneer Building. In order to address pounding, the buildings can either be separated by a seismic isolation joint or tied together so that the two buildings work together.

Infill Area Recommendations

Most of the repairs at the infill area are similar to the repairs as required at the main building area, including the addition of connections between the walls and the diaphragm for in-plane and out-of-plane loads. For the potential pounding concern, a seismic isolation joist should be added between the infill area and the adjacent Pioneer Building. Due to the existing concrete vaults, the bonded shear walls that are being added to strengthen the east unreinforced masonry wall of the main building area will need to be built on the east side of the unreinforced masonry wall in the infill area.

Limitations

The information contained in this report is for the exclusive use of the City of Ashland. Miller Consulting Engineers, Inc. assumes no responsibility or liability for any use of this report by other parties. This report relates solely to the stated purpose of this investigation; and no representations concerning other aspects (if any) of the circumstance, structure or site are included. The conclusions (if any) are based on the above stated visual structural observations, and no destructive testing or monitoring was performed. Specific construction details exceed the scope of this report. No guarantee or warranty, expressed or implied, is provided.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions of the Contractor's method of pricing, and that the Consultant's opinions of probable

construction costs are made on the basis of the Consultant's professional judgment and experience. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Opinions of probable construction cost only include the cost to perform the retrofit work, cost to provide temporary storage for displaced material, removal of contents, a contained work environment with ventilation, and protection of fragile finishes. Items excluded from the opinions of probable construction cost that should also be considered include, but are not limited to, staff relocation, bonding, insurance, and permits.

A list of definitions is included below to assist the reader with the technical terms used throughout this report.

Definitions

Clerestory: A vertical step in the roof containing windows.

CMU Wall: A Concrete Masonry Unit wall is constructed of modular hollow concrete blocks that are attached together with mortar.

Collector: A component that transfers lateral load from the building diaphragm to the lateral force-resisting system.

Concrete Tilt Panel: A concrete wall that was constructed flat on the ground and then tilted into place.

Continuity Tie: A structural tie, such as a strap, to ensure transfer of loads from one member to another aligned member.

Diagonal Sheathing: A type of roof sheathing where 1x wood members are nailed at a 45 degree angle across roof or wall framing.

Diaphragm: A roof or floor that supports walls.

Dynamic Landslide: A landslide caused by an earthquake.

Essential Facilities (2012 IBC): Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, or earthquakes. The word operational in this definition is the distinguishing link between the ASCE 41-13 and the 2012 IBC.

Glazing: The glass portion of a window.

Glulam Beam: An engineered wood beam constructed of many layers of wood glued together.

Immediate Occupancy (ASCE 41-13): Overall damage is light; no permanent drift; the structure substantially retains original strength and stiffness; and continued occupancy is likely. Equipment is generally secure but might not operate due to mechanical failure or lack of utilities. There may be some cracking of facades, partitions, and ceilings, as well as structural elements. All systems important to normal operation may not be functional.

Life-Safety Structural Performance (ASCE 41-13): Postearthquake damage to a structure is such that the building retains capacity against onset of partial or full collapse.

Liquefaction: The rapid shaking of the soil during an earthquake, which results in the soil acting like a liquid rather than a solid, reducing the ability of the soil to carry the weight of the above structure.

Load Path: A path through which seismic forces travel through the building to the foundation.

Non-Structural Component: A permanently installed covering, mechanical or electrical component that does not support the primary structure.

Open Web Joist: A structural steel member composed of a top and bottom component with diagonal and vertical members linked in between.

Operational (ASCE 41-13): Overall damage is very light; no permanent drift; the structure retains substantial original strength and stiffness. The occupancy is continuous and use of the structure is highly likely. Negligible damage occurs to the equipment and power and other utilities are available, possibly from standby sources. There is minor cracking of facades, partitions, ceilings, and structural elements. All systems important to normal operation are functional.

Out-of-plane (forces/wall): Loads that act on a wall that typically are trying to push or pull the wall away from the floor or roof.

Performance Objective: One or more pairings of the selected hazard level with the acceptable or desirable structural and non-structural performance level.

Pilaster: A supporting column whose partial girth protrudes from the wall.

Post-Installed Anchor: A bolt that is installed in hardened concrete.

Primary Structure: A portion of a structure that is used to support gravity, snow, rain or wind and earthquake loads.

R&R: Remove and replace.

Seismic Evaluation: A study to evaluate a building's capacity to resist loads from an earthquake.

Shear Wall: A wall that resists seismic forces applied to it that are transferred from the roof and/or floor levels.

Ship-lap: A type of roof sheathing where 1x wood members are spaced over roof framing and overlap with adjoining members.

Special Concentrically Braced Frame: A steel frame that resists lateral loads through its diagonal members.

Straight Sheathing: A type of roof sheathing where 1x wood members are nailed perpendicular to roof or wall framing.

Surface Fault Rupture: Where a fault line opens up creating a crack in the soil.

APPENDIX – A

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

PROJECT:	Owner Directed Facility Seismic Evaluations	JOB NO.:	150799
LOCATION:	Ashland City Hall		
CLIENT:	City of Ashland	DATE:	7-Dec-15
TAKE-OFF BY:	ERW	CHECKED BY:	RGV

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Mobilization	Job Trailer	7	Month	\$500	\$3,500	
	Supervisor	30	Week	\$4,125	\$123,750	
Construction Aids						
Lift 500# capacity	Provide scissor lifts	7	Month	\$4,300	\$30,100	
Temporary Storage	Provide (2) 40' container for storage as required	7	Month	\$1,000	\$7,000	
Ventalation	Negative Air Equipment per (4) zones	30	Week	\$2,000	\$60,000	
						\$224,350
Strengthen Roof Diaphragm	Remove (E) TPO roofing	2880	S.F.	\$2	\$5,760	
	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add parapet bracing @ 4' o.c. for walls > 16" tall	120	L.F.	\$400	\$48,000	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Build bonded shear walls in attic for IP and OOP (using 3.5' tall attic walls)	798	S.F.	\$15	\$11,970	
New Roofing	New TPO Roofing with rigid insulation	2880	S.F.	\$20	\$57,600	
Strengthen Upper Floor Ceiling Diaphragm	Remove all contents on upper floor	2880	S.F.	\$15	\$43,200	
	Temporary work area	2880	S.F.	\$2	\$4,320	
	Add Plywood	2520	S.F.	\$8	\$20,160	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	24	Ea.	\$400	\$9,527	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Drag-strut and continuity ties	Custom drag-strut at Gridline 3	1	Ea.	\$2,000	\$2,000	
	Install strap at Gridline 3	1	Ea.	\$1,000	\$1,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen the east exterior masonry wall	Repoint exterior masonry walls	600	S.F.	\$20	\$12,000	
Strengthen upper floor diaphragm	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add ties @ 2' o.c. for the (E) parallel walls	41	Ea.	\$400	\$16,500	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Drag-strut and continuity ties	Custom drag-strut at Gridline 3 and 6	2	Ea.	\$2,000	\$4,000	
	Install strap at Gridline 3	2	Ea.	\$1,000	\$2,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen main floor diaphragm	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Second floor shear wall at Grid 1	Demo (E) wall finishes	336	S.F.	\$4	\$1,344	
	Build 5'-4" and 7'-6" bonded shear walls	336	S.F.	\$25	\$8,400	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	336	S.F.	\$12	\$4,032	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid 2(N)	Demo (E) wall finishes	228	S.F.	\$4	\$912	
	Build 19'-0" shear wall	228	S.F.	\$8	\$1,824	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	228	S.F.	\$12	\$2,736	
Second floor shear wall at Grid 2(S)	Demo (E) wall finishes	279	S.F.	\$4	\$1,116	
	Build 23'-3" shear wall	279	S.F.	\$8	\$2,232	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	279	S.F.	\$12	\$3,348	
Second floor shear wall at Grid 4	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Build 6'-3" and 14'-0" shear walls	243	S.F.	\$10	\$2,430	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid 7	Demo (E) wall finishes	154	S.F.	\$4	\$616	
	Build 12'-10" bonded shear walls	154	S.F.	\$25	\$3,852	
	(N) gypsum and finish	154	S.F.	\$12	\$1,849	
Second floor shear wall at Grid 8	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Holdown at each wall end	6	Ea.	\$400	\$2,400	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid A	Demo (E) wall finishes	568	S.F.	\$4	\$2,272	
	Build 13'-3", 15'-10" and 18'-3" bonded shear walls	568	S.F.	\$25	\$14,200	
	(N) gypsum and finish	568	S.F.	\$12	\$6,816	
Second floor shear wall at Grid B	Demo (E) wall finishes	581	S.F.	\$4	\$2,324	
	Build 13'-4", 14'-10" and 20'-3" bonded shear walls	581	S.F.	\$25	\$14,524	
	(N) gypsum and finish	581	S.F.	\$12	\$6,971	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid C	Demo (E) wall finishes	408	S.F.	\$4	\$1,632	
	Build 6'-0", 7'-0" and 21'- 0" bonded shear walls	408	S.F.	\$25	\$10,200	
	(N) gypsum and finish	408	S.F.	\$12	\$4,896	
Main floor braced frame at Grid 1	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish	96	S.F.	\$20	\$1,920	
	(N) gypsum and finish	306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid 2(N)	Demo (E) wall finishes	183	S.F.	\$4	\$731	
	Demo floor to build footing	64	S.F.	\$10	\$640	
	Excavate for new footing	16	L.F.	\$60	\$960	
	Add concrete foundation	16	L.F.	\$200	\$3,200	
	Build 14'-4" shear wall	183	S.F.	\$8	\$1,462	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish	64	S.F.	\$20	\$1,280	
	(N) gypsum and finish	183	S.F.	\$12	\$2,192	
Main floor shear wall at Grid 2(S)	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish	99	S.F.	\$20	\$1,973	
	(N) gypsum and finish	314	S.F.	\$12	\$3,773	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid 5	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish (N) gypsum and finish	99	S.F.	\$20	\$1,973	
		314	S.F.	\$12	\$3,773	
Main floor shear wall at Grid 7	Demo (E) wall finishes	351	S.F.	\$4	\$1,403	
	Build 13'-0" and 14'-6" bonded shear walls	351	S.F.	\$25	\$8,766	
	(N) gypsum and finish	351	S.F.	\$12	\$4,208	
Main floor shear wall at Grid 8	Demo (E) wall finishes	132	S.F.	\$4	\$527	
	Build 10'-4" bonded shear wall	132	S.F.	\$25	\$3,293	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	(N) gypsum and finish	132	S.F.	\$12	\$1,580	
Main floor shear wall at Grid A	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish (N) gypsum and finish	96	S.F.	\$20	\$1,920	
		306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid B	Demo (E) wall finishes	861	S.F.	\$4	\$3,443	
	Build 11'-0", 12'-0", 20'-0" and 24'-6" bonded shear walls	861	S.F.	\$25	\$21,516	
	(N) gypsum and finish	861	S.F.	\$12	\$10,328	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid D	Demo (E) wall finishes	255	S.F.	\$4	\$1,020	
	Demo floor to build footing	80	S.F.	\$10	\$800	
	Excavate for new footing	20	L.F.	\$60	\$1,200	
	Add concrete foundation	20	L.F.	\$200	\$4,000	
	Build 20'-0" shear wall	255	S.F.	\$10	\$2,550	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish (N) gypsum and finish	80	S.F.	\$20	\$1,600	
		255	S.F.	\$12	\$3,060	
						\$684,821
					Sub-total	\$909,171
					Contractor Overhead and Profit (25%)	\$227,293
					Construction Contingency (25%)	\$227,293
					Total Seismic Construction Cost	\$1,363,757

APPENDIX – B

Building Code: 2014 Oregon Structural Specialty Code

Soils Report: No Soils Report by: N/A Dated: N/A

Soil Bearing: 1500 PSF Retaining Walls: No

Equivalent Fluid Pressure (active): N/A PCF Passive bearing: N/A PCF Friction: N/A

Structural System: Building Structure

Vertical System: Wood framed roof / masonry walls Lateral Sys: Flexible Diaphragm / Concrete or Masonry Shearwalls

Basic Design Loads:	Element	Roof	Floor	Corridor	Wood Wall
	Load Type	Dead	Dead	Dead	Dead
	Value (PSF)	15	15	15	8
	Load Type	Snow	Floor Live	Corridor Live	Brick Wall
	Value (PSF)	25	40	100	Dead
	Deflection Criteria	L/240	L/360	L/360	120

Lateral Design Parameters:

Wind Design: ASCE 7-10 Exposure B Wind Speed (3 sec Gust): 120 MPH

Importance Factors $I_w = \frac{1.00}{(\text{ice w/ wind})}$ $I_E = \frac{1.00}{(\text{seismic})}$ $I_s = \frac{1.00}{(\text{snow})}$ $I_i = \frac{1.00}{(\text{ice})}$ Risk Cat: II

Seismic Design

Seismic design parameters are based on published values from the USGS web site.

Design Summary:

The following calculations are schematic analysis of the existing URM building located in Ashland, Oregon considering current code loading with proposed shear wall upgrade design concepts. The braced frame analysis and design is not included in this scope of work.

 MILLER CONSULTING ENGINEERS	9570 SW Barbur Blvd. Suite One Hundred Portland, OR 97219	Project Name: Ashland City Hall Seismic Evaluation	Project #: 150899
	(503)246-1250	Location: 20 E Main Street, Ashland, Oregon	
	FAX: 246-1395	Client: City of Ashland	
		BY: ERW	Ck'd: 
			Date: 12/08/15 Page 1

USGS Design Maps Summary Report

User-Specified Input

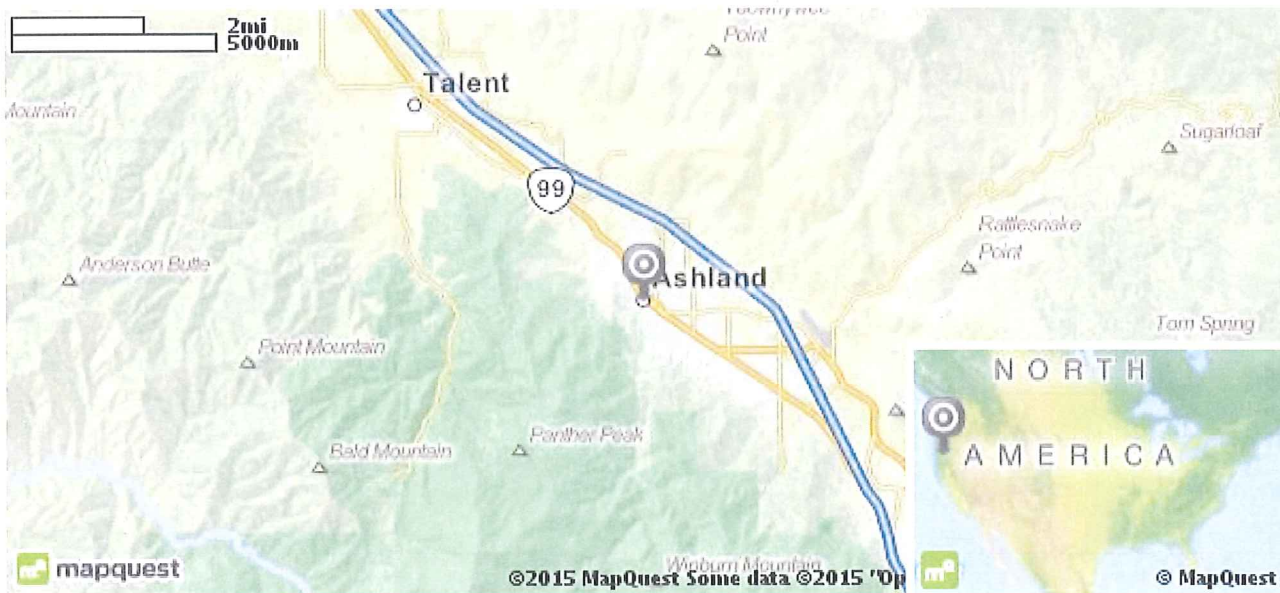
Report Title Ashland City Hall Evaluation
Wed October 14, 2015 00:21:15 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 42.19673°N, 122.71453°W

Site Soil Classification Site Class D – “Stiff Soil”

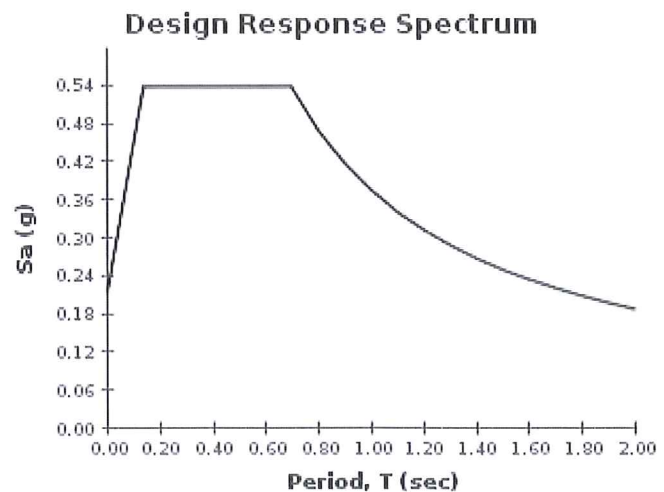
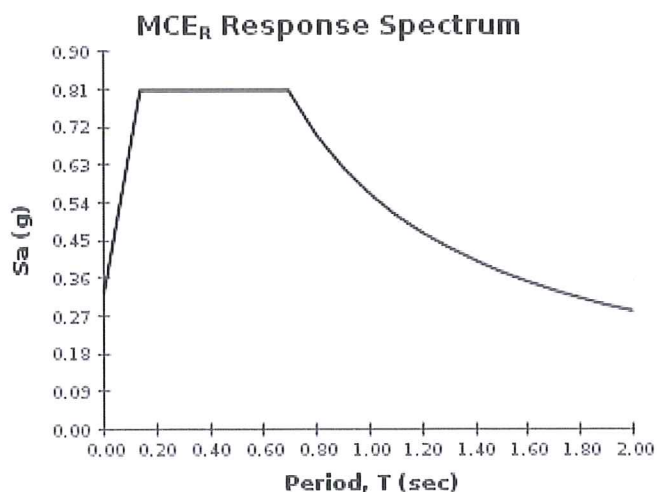
Risk Category I/II/III

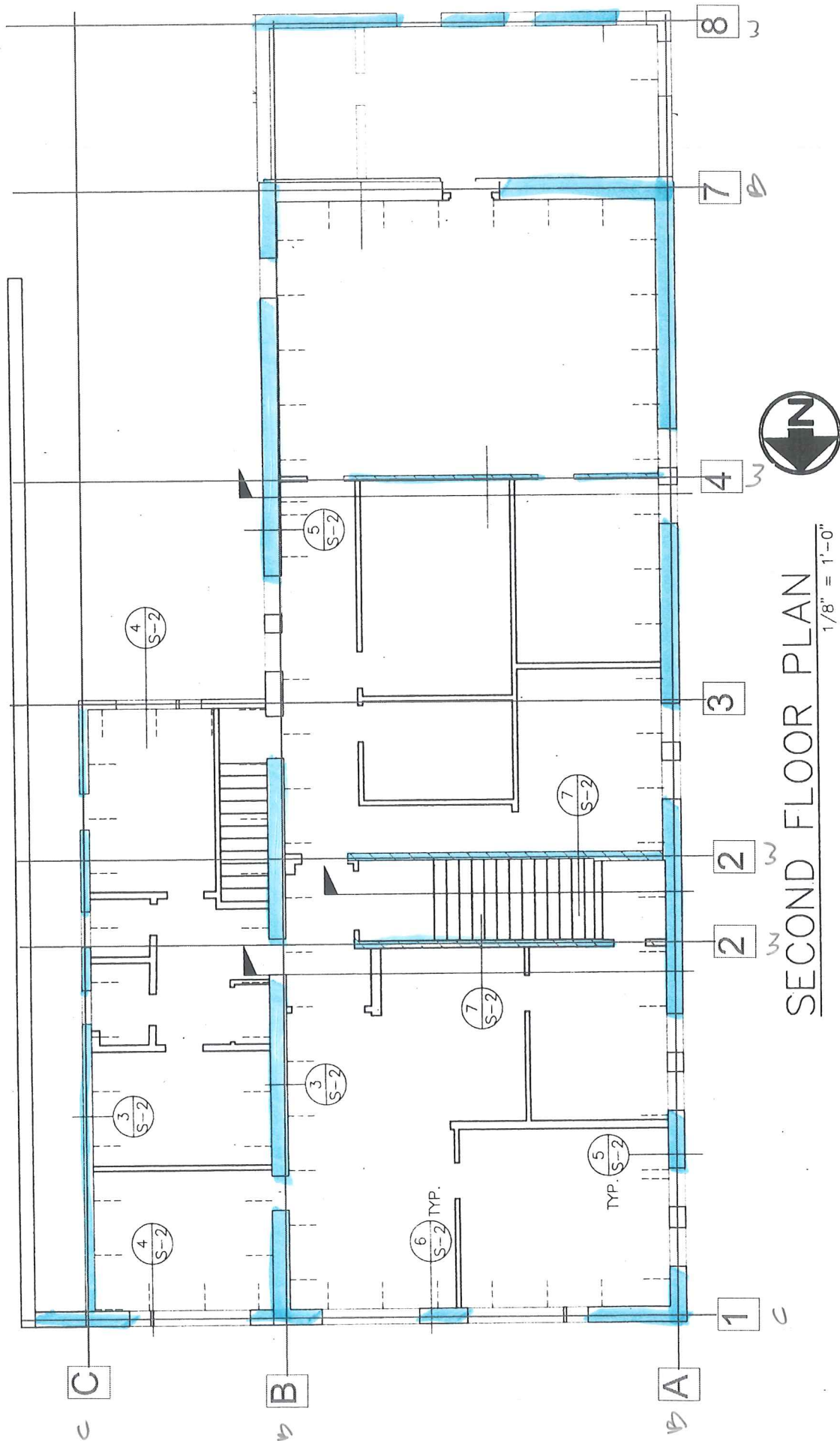


USGS–Provided Output

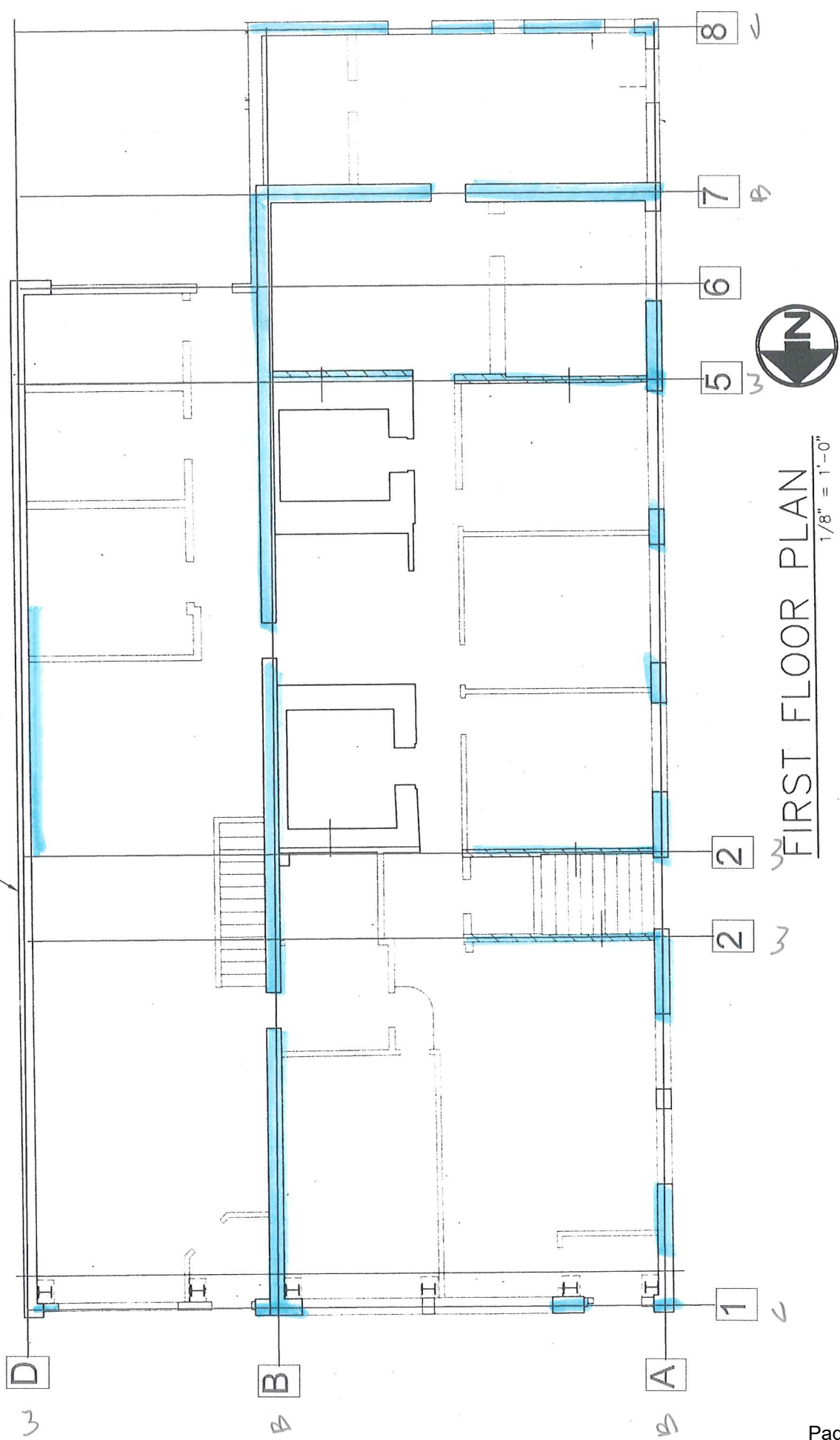
$S_s = 0.619 \text{ g}$	$S_{MS} = 0.808 \text{ g}$	$S_{DS} = 0.538 \text{ g}$
$S_1 = 0.318 \text{ g}$	$S_{M1} = 0.561 \text{ g}$	$S_{D1} = 0.374 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.





COMMON BUILDING WALL



Building Geometries and Weights:

Roofs:

East =	11500	lb
West =	51800	lb
Sub Total =	63300	lb

Second Floor:

East =	24500	lb
West =	51800	lb
Sub Total =	76300	lb

Upper East-West Walls: (starting at north wall)

GL 1 =	97200	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	0	lb
GL 7 =	36000	lb
GL 8 =	0	lb
Sub Total =	141040	lb

Upper North-South Walls: (starting at west wall)

GL A =	101000	lb
GL B =	101000	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	226750	lb
Total =	431090	lb

Main East-West Walls: (starting at north wall)

GL 1 =	100400	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	11480	lb
GL 7 =	44600	lb
GL 8 =	15300	lb
Sub Total =	179620	lb

Main North-South Walls: (starting at west wall)

GL A =	130850	lb
GL B =	130850	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	286450	lb
Total =	542370	lb

East Upper Section

Width =	14.25	ft
Length =	45.00	ft
2nd Floor Height =	12.00	ft

East Main Section

Width =	78.00	ft
Length =	64.00	ft
1st Floor Height =	12.75	ft

West Section

Width =	30.00	ft
Length =	96.00	ft
2nd Floor Height =	12.00	ft
1st Floor Height =	12.75	ft

Roof Weight =	18	psf
8" Concrete Wall =	80	psf
13.5" Concrete Wall =	168.75	psf
2 Wythe Wall =	80	psf
3 Wythe Wall =	120	psf
Second floor =	18	psf

(w / JRM NARS)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

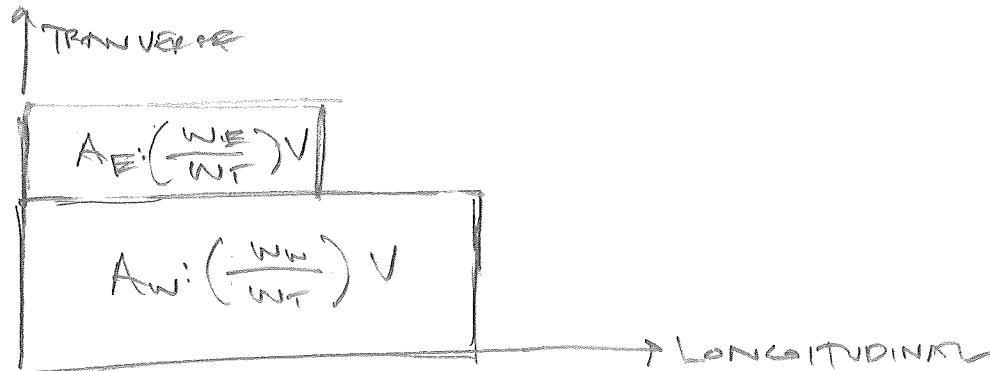
10. Ordinary plain masonry shear walls

Seismic Design Category (short per.)	D	Table 11.6-1, page 56
Seismic Design Category (1 sec)	D	Table 11.6-2, page 56
Seismic Design Category	D	(Controls)

$R =$	1.50	Table 12.2-1, pages 60-62
$(\rho) =$	2.50	Table 12.2-1, pages 60-62
$C_d =$	1.25	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.359	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	1.123	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.251	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	539170	lb
Redundancy Factor $\rho:$	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.251(W) =$	108322	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.251(W) =$	135480	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x h_x^k$	C_v	Force (lbs)	with $\rho:$
Roof	24.75	431090	10669477.5	0.61	148271	148271
2nd	12.75	539170	6874417.5	0.39	95532	95532
			17543895	Total Base Shear	243803	



Shear Load from Vertical Distribution:

Roof Load =	148271	lb
Main Load =	95532	lb
	243803	

(w/ URM walls)

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	27848	20	1370	46158	9	5130
GL 2(N) =	22299	19	1174	36489	14	2546
GL 2(S) =	28569	23	1229	54153	14	3779
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	36951	20	1825	N/A	N/A	
GL 5 =	N/A	N/A	N/A	53359	25	2164
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	23313	13	1817	37759	28	1373
GL 8 =	8953	21	426	14185	21	675
	147933			242104		
GL A =	67119	56	1206	106706	31	3442
GL B =	74136	66	1131	123104	77	1597
GL C =	7017	37	190	N/A	N/A	
GL D =	N/A	N/A	N/A	13993	20	700
	148271			243803		

CAP OF URM @ 5 psf : $5(12(11)) = 720$ plf
 MAX TWO SIDED SW : 1540 plf
 MAX ONE SIDED SW : 770 plf

° LOADS ARE TOO HIGH, ADD WOOD
 SHEAR WALLS AT THE (E) WALLS
 TO TAKE ALL THE IN-PLANE LOADING
 CHECK DIAPHRAGMS:

$$V_{RW} = 148271 \left(\frac{237800}{290050} \right) = 120 \text{ k}$$

$$v_{RW} = \frac{1}{2} (120 \text{ k}) / 30 = 2160 \text{ plf}$$

$$V_{SW} = 95532 \left(\frac{313500}{362750} \right) = 83.6 \text{ k}$$

$$v_{SW} = \frac{1}{2} (83.6) / 21 = 1392 \text{ plf}$$

(w/ wood shear walls)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

15. Light framed (wood) walls sheathed with wood structural panels rated for shear resistance

Seismic Design Category (short per.) D Table 11.6-1, page 56

Seismic Design Category (1 sec) D Table 11.6-2, page 56

Seismic Design Category D (Controls)

$R =$	6.50	Table 12.2-1, pages 60-62
$\Omega =$	3.00	Table 12.2-1, pages 60-62
$C_d =$	4.00	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.083	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	0.259	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.058	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	542370	lb
Redundancy Factor $\rho:$	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.058(W) =$	24997	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.058(W) =$	31450	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x \cdot h_x^k$	C_v	Force (lbs)	with $\rho:$
Roof	24.75	431090	10669477.5	0.61	34250	34250
2nd	12.75	542370	6915217.5	0.39	22198	22198
			17584695	Total Base Shear	56448	

Shear Load from Vertical Distribution:

Roof Load =	34250	lb
Main Load =	22198	lb

56448

(w/ wood shear walls)

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

Seismic (lb)						
	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	6433	20	316	10687	4	3054
GL 2(N) =	5151	19	271	8448	14	590
GL 2(S) =	6599	23	284	12534	14	875
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	8535	20	422	N/A	N/A	
GL 5 =	N/A	N/A	N/A	12359	25	501
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	5385	13	420	8742	28	318
GL 8 =	2068	21	98	3284	10	318
34172		56054				
GL A =	15504	47	327	24703	23	1066
GL B =	17125	48	354	28502	77	370
GL C =	1621	37	44	N/A	N/A	
GL D =	N/A	N/A	N/A	3243	20	162
34250		56448				

SEISMIC DESIGN FORCE, Section 13.3: (OUT OF PLANE AT PARAPET)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	26.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.258	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.181	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

(12.11.1) $0.4S_{DS}(0.7) = 0.151 \neq \text{USE } 13.3-1$
 TRY BRACING ONLY AT CEILING:

$$\Gamma_{PW} = \frac{0.181(80)(6)^2}{2} = 261' \#$$

$$\Gamma_P = [0.6(6(80))] \cdot \left[\frac{1}{2}(0.667) \right] = 96' \#$$

$$F_B = \frac{(261 - 96)}{(8/12)(12)} = 20.6 \text{ psf} > 5 \text{ psf}$$

≥ 1 BRACE WALK AT ROOF AND CEILING

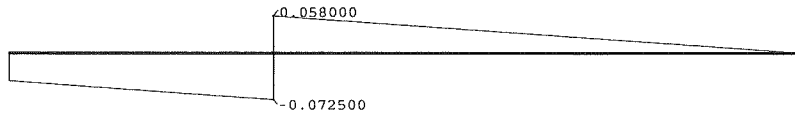
WinBeam

Project:	PARAPET BRACING AT ROOF/CEILING			
By:	Date:	Checked:	Date:	Page:

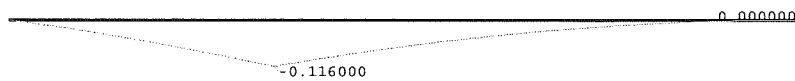
Reactions - kips, kip ft



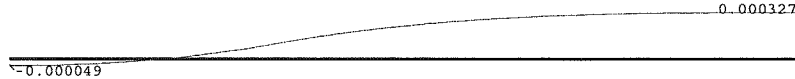
Shear - kips



Moment - kip ft



Rotation - radians



Deflection - inches



LOAD AT PARAPET
 $M_R = \frac{1}{2}(0.667)[0.6(6(80))]$
 $\Rightarrow M_R = 96 \text{ 'k}$
 $F_B = \frac{(116 - 96)}{(8/12)(12)}$
 $F_B = 1.12 \text{ psi}$

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Project:				
By:	Date:	Checked:	Date:	Page:

Analysis Data:

Beam Length = 6. feet
 Number of Nodes = 201
 Number of Elements = 200
 Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	-0.043500	
2.000	0.130500	

Equilibrium:

	Force	Reaction	Diff
Vert	-0.087000	0.087000	-0.000000 kips
Rot	0.261000	-0.261000	0.000000 kip ft

Min & Max values:

Min Shear	=	-0.072500 kips	at	2.000 feet
Max Shear	=	0.058000 kips	at	2.000 feet
Min Moment	=	-0.116000 kip ft	at	2.000 feet
Max Moment	=	1.421e-014 kip ft	at	6.000 feet
Min Rotation	=	-4.872e-005 radians	at	0 feet
Max Rotation	=	0.0003271 radians	at	6.000 feet
Min Deflection	=	-0.013029 in	at	6.000 feet
Max Deflection	=	0.0004638 in	at	1.164 feet

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SEISMIC DESIGN FORCE, Section 13.3: (ODP AT UPPER WALLS)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	18.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.207	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.145	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12 \cdot 11 \cdot 1) 0.4 S_{DS} \cdot 0.7 = 0.151 \geq \text{USE } 12 \cdot 11 \cdot 1$$

$$M = \frac{[0.151 (120)] (12)}{2} = 326 \text{ k-ft}$$

$$M_p = 0.6 \cdot [6(80) + 6(120)] \cdot \frac{1}{2} (1) = 360 \text{ k-ft}$$

2 WALL UNDER COMPRESSION, NO TENSION
 DUE TO ODP LOADING

SEISMIC DESIGN FORCE, Section 13.3: (OOP AT MAIN WALLS)
Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft)=	6.375	Component attachment elevation w/ respect to grade
h (ft)=	26.75	Structure roof elevation with respect to grade
$F_p =$	0.127	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.113	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12.11.1) \quad 0.4 S_{DS} \cdot 0.7 = 0.151 \Rightarrow \text{USE } 12.11.1$$

$$M_w = \frac{[0.151 (120)] (12.75)^2}{8} = 368 \text{ k-ft}$$

$$M_r = 0.6 [6(80) + (12 + 6.375)(120)] \left[\frac{1}{2}(1) \right] = 816 \text{ k-ft}$$

→ WALL UNDER COMPRESSION, NO TENSION
 IN MASONRY DUE TO OOP LOADING

WinBeam

Project:	DIAPHRAGM - ROOF			
By:	Date:	Checked:	Date:	Page:

Reactions - kips, kip ft

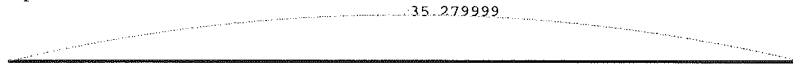


Shear - kips



$$V_R = \frac{1680}{30} = 56 \text{ pif}$$

Moment - kip ft



Rotation - radians



Deflection - inches



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WinBeam

Project:				
By:	Date:	Checked:	Date:	Page: FROM 44 DIAPHRAGM

Analysis Data:

Beam Length = 84. feet
 Number of Nodes = 201
 Number of Elements = 200
 Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	1.680	
84.000	1.680	

Equilibrium:

	Force	Reaction	Diff
Vert	-3.360	3.360	-0.000 kips
Rot	141.120	-141.120	0.000 kip ft

Min & Max values:

Min Shear	=	-1.680 kips	at	84.000 feet
Max Shear	=	1.680 kips	at	0 feet
Min Moment	=	1.828e-013 kip ft	at	0 feet
Max Moment	=	35.280 kip ft	at	42.000 feet
Min Rotation	=	-0.024086 radians	at	84.000 feet
Max Rotation	=	0.024086 radians	at	0 feet
Min Deflection	=	-7.587 in	at	42.000 feet
Max Deflection	=	0 in	at	0 feet

$$V_R = 357 \left[\frac{9/18 (51801) + 2(3(60(24)))}{200090} \right]$$

= 40 pif

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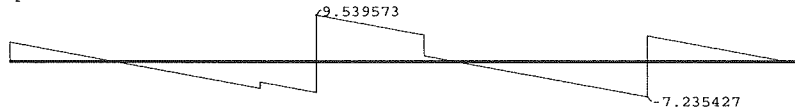
Project: **DAPPAW - CEILING AT BOND**

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft

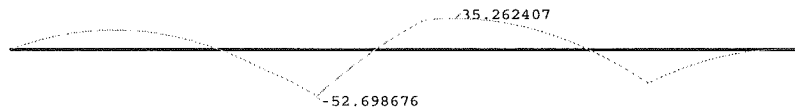


Shear - kips

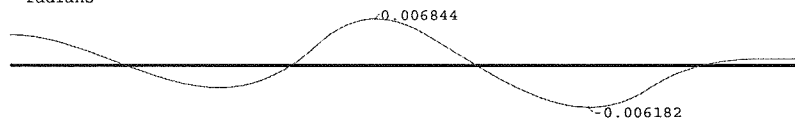


$$V_D = \frac{9540}{30} = 318 \text{ plf}$$

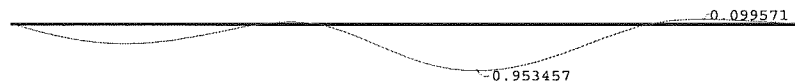
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 84. feet
Number of Nodes = 203
Number of Elements = 202
Number of Degrees of Freedom = 406

$$V_L = \frac{34250 \left(\frac{293800}{250000} \right)}{24} = 357 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.938	
26.500	1.307	
32.500	15.896	
67.500	12.487	
84.000	0.638818	

$$P_2 = 34250 \left(\frac{76250}{250000} \right) = 4280 \text{ #}$$

Equilibrium:

	Force	Reaction	Diff
Vert	-34.268	34.268	0.000 kips
Rot	1447.816	-1447.816	-0.000 kip ft

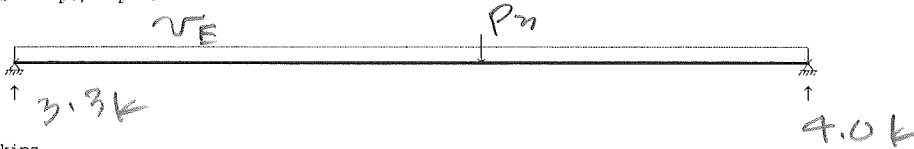
Min & Max values:

Min Shear	=	-7.235 kips	at	67.500 feet
Max Shear	=	9.540 kips	at	32.500 feet
Min Moment	=	-52.699 kip ft	at	32.500 feet
Max Moment	=	35.262 kip ft	at	47.357 feet
Min Rotation	=	-0.006182 radians	at	61.205 feet
Max Rotation	=	0.006844 radians	at	38.661 feet
Min Deflection	=	-0.953457 in	at	49.455 feet
Max Deflection	=	0.099571 in	at	73.275 feet

Project: DAKOTA - SECOND FLOOR (EAST)

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft



Shear - kips

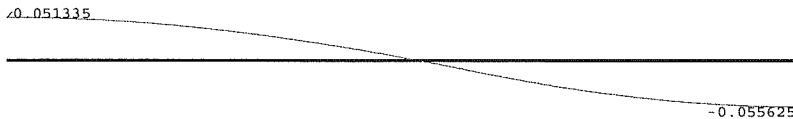


$$V = \frac{4033}{18} = 224 \text{ plf}$$

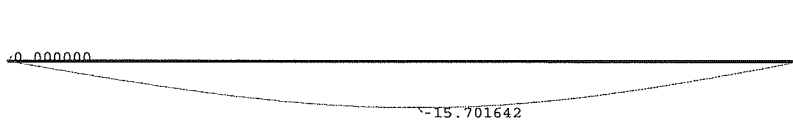
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 75.5 feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

$$V_E = \frac{2492 \left(\frac{49790}{762790} \right)}{75.5} = 40 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.267	
75.500	4.033	

Equilibrium:

	Force	Reaction	Diff
Vert	-7.300	7.300	0.000 kips
Rot	304.465	-304.465	-0.000 kip ft

Min & Max values:

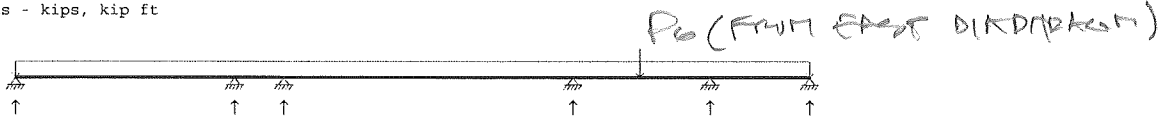
Min Shear	=	-4.033 kips	at	75.500 feet
Max Shear	=	3.267 kips	at	0 feet
Min Moment	=	-8.577e-013 kip ft	at	75.500 feet
Max Moment	=	105.792 kip ft	at	44.500 feet
Min Rotation	=	-0.055625 radians	at	75.500 feet
Max Rotation	=	0.051335 radians	at	0 feet
Min Deflection	=	-15.702 in	at	39.220 feet
Max Deflection	=	0 in	at	0 feet

WinBeam 3.30 - Registered to Miller Consulting Engrs.

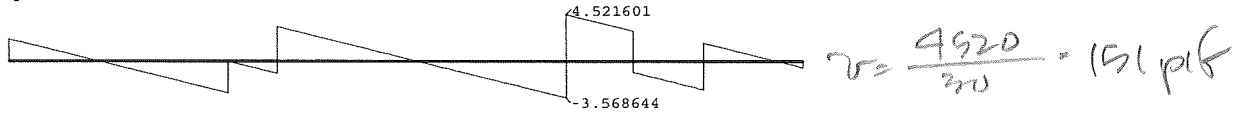
Project: **DIAPHRAGM - SECOND FLOOR (WEST)**

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

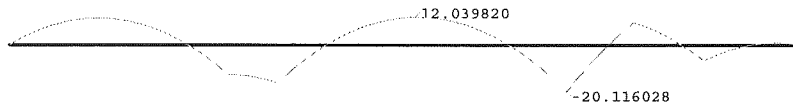
Reactions - kips, kip ft



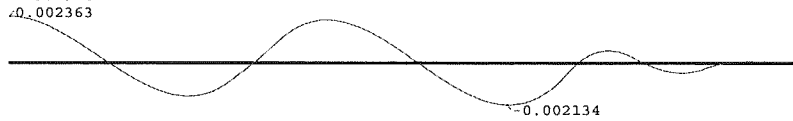
Shear - kips



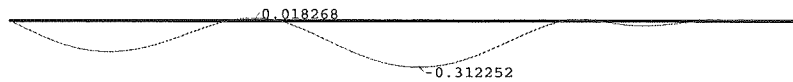
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 96. feet
Number of Nodes = 202
Number of Elements = 201
Number of Degrees of Freedom = 404

$$V_W = \frac{22198 \left(\frac{713200}{762750} \right)}{96} = 199 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	2.140	
26.500	3.089	
32.500	4.568	
67.500	8.090	
84.000	4.523	
96.000	0.628220	

Equilibrium:

	Force	Reaction	Diff
Vert	-23.038	23.038	0.000 kips
Rot	1216.649	-1216.649	-0.000 kip ft

Min & Max values:

Min Shear	=	-3.569 kips	at	67.500 feet
Max Shear	=	4.522 kips	at	67.500 feet
Min Moment	=	-20.116 kip ft	at	67.500 feet
Max Moment	=	12.040 kip ft	at	49.281 feet
Min Rotation	=	-0.002134 radians	at	60.308 feet
Max Rotation	=	0.002363 radians	at	0 feet
Min Deflection	=	-0.312252 in	at	49.760 feet
Max Deflection	=	0.018268 in	at	29.731 feet

WinBeam 3.30 - Registered to Miller Consulting Engrs.

Shearwall Design # of Shearwall Levels: 2

Load Combination:
Basic Load Combination: 0.6D+0.7E; 0.6D+W

Structure Information:

Wall Wt. (W_{w1}) =	120.00	psf
Roof Wt. (R_{w1}) =	18.00	psf
Roof Wall Height =	12.00	ft
Upper Floor Depth =	1.00	ft
Upper Floor Wt. (U_{w1}) =	15.00	psf
Upper Floor Wall Height =	11.75	ft
Floor Depth =	N/A	ft
Wt. (M_{w1}) =	N/A	psf
Wall Height =	N/A	ft
Wind Uplift (U) =	10.00	psf
0.2Sds =	0.11	(ultimate)

Roof Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)	Stacks on:
R1			6433	S1
R2 (N)			5151	S2 (N)
R2 (S)			6599	S2 (S)
R4			8535	S4
R5			0	
R7			5385	S7
R8			2068	S8
RA			15504	SA
RB			17125	SB
RC			1621	

Upper Floor Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)
S1			4254
S2 (N)			3297
S2 (S)			5935
S4			0
S5			12359
S7			3357
S8			1216
SA			9199
SB			11377
SD			3243

Roof Level Holdown to: floor below
Upper Floor Level Holdown to: concrete

Sheathing Thickness: 15/32 in	Typical Sheathing Nailing: 8d Nails (uno)	Wall	(IBC 2306.3)
Shearwalls in Use		Capacity (plf)	
Wall Type A: 15/32" APA Rated Sheathing w/8d At 6" o.c. edges, 12" o.c. field		260	
Wall Type B: 15/32" APA Rated Sheathing w/8d At 4" o.c. edges, 12" o.c. field		380	
Wall Type C: 15/32" APA Rated Sheathing w/8d At 3" o.c. edges, 12" o.c. field		490	
Wall Type D: 15/32" APA Rated Sheathing w/8d At 2" o.c. edges, 12" o.c. field		640	

Seismic Capacity (lb)	Wind Capacity (lb)
#0 (No Holdown Required)	0
#1 Holdown Type MSTC28 w/ (6) 16d sinkers at each end	1155
#2 Holdown Type MSTC40 w/ (14) 16d sinkers at each end	2695
#4 Holdown Type MSTC66/78 w/ (38) 16d sinkers at each end	5860
#6 Holdown Type HDU2-SDS2.5 w/ (6) 1/4" dia. x 2 1/2" SDS Screws and SSTB16 Anchor Bolt	2550
#9 Holdown Type HDU8-SDS2.5 w/ (20) 1/4" dia. x 2 1/2" SDS Screws and SSTB28 Anchor Bolt	5980
#12 Holdown Type HDU14-SDS2.5 w/ (36) 1/4" dia. x 2 1/2" SDS Screws and PAB8x30 Anchor Bolt	14375

Sill Plate to Concrete Anchorage:	2x plate	3x min. plate
5/8" dia. anchor capacity (lb) =	860	1070
Wall Type A: 0.625" dia. anchors spaced at	48" o.c.	48" o.c.
Wall Type B: 0.625" dia. anchors spaced at	43" o.c.	48" o.c.
Wall Type C: 0.625" dia. anchors spaced at	34" o.c.	42" o.c.
Wall Type D: 0.625" dia. anchors spaced at	3x req.	32" o.c.

(anchor spacing based from values from NDS using hemfir and a 1.8 duration increase)
(PL 1/4x3x0'-3" required)

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
R1	0	0	6433		Wind Uplift (U) = 10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L, ft:
Overall Seg. (Lo), ft:	3.50	4.00	5.33	7.50	20.33
R1 Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
Trib. 1, ft:	2.00	2.00	2.00		
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	316	316	316	316	= 6433 lb / 20.33'
w/ H/W, plf:	542	474	356		(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	13290	15189	20239	28479	= (6433 lb / 20.33' * Lo*H1)
Mr (Seismic), ft-lb:	9741	12608	22032	42000	= (Trib. 1*Rw +H1*Ww)*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	2336	2142	1627	857	= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695	2695	2695	1155	
HD Type:	2	2	2	1	
Shear critical, plf:	542	474	356	316	15/32" APA Rated Sheathing
HD critical, lb:	2336	2142	1627	857	Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No	No	Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single	Single	Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Concrete Anch.?	No	No	No	No	Seg. 4: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Wall Type:	D	C	B	B	Holddown Types:
Wall Capacity, plf:	640	490	380	380	Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2	2	2	1	Seg. 2: '2' = MSTC40 with (14) 16d sinkers at each end
Holddown Capacity, lb:	2695	2695	2695	1155	Seg. 3: '2' = MSTC40 with (14) 16d sinkers at each end
3x Members req.:	Yes	No	No	No	Seg. 4: '1' = MSTC28 with (6) 16d sinkers at each end

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
R2 (N)	0	0	5151		Wind Uplift (U) = 10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	19.00				19.00
(N) Wall Height (H1), ft:	12.00				
Trib. 1, ft:	2.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	271				= 5151 lb / 19'
M _{OT} (Seismic), ft-lb:	61812				= (5151 lb / 19' * Lo*H1)
Mr (Seismic), ft-lb:	27626				= (Trib. 1*Rw +H1*Ww)*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	2490				= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695				
HD Type:	2				
Shear critical, plf:	271				15/32" APA Rated Sheathing
HD critical, lb:	2490				Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	No				
Wall Type:	B				Holddown Types:
Wall Capacity, plf:	380				Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2				
Holddown Capacity, lb:	2695				
3x Members req.:	No				

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R2 (S)	0	6599
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	23.25	
R2 Wall Height (H1), ft:	12.00	
Trib. 1, ft:	2.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	8.00	
Seismic, plf:	284	
= 6599 lb / 23.25'		
MOT (Seismic), ft-lb:	79188	
Mr (Seismic), ft-lb:	40327	
HD (Seismic), lb:	2495	
Holddown Capacity, lb:	2695	
HD Type:	2	
15/32" APA Rated Sheathing		
Shear critical, plf:	284	
HD critical, lb:	2495	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?:	No	
Wall Type:	B	
Wall Capacity, plf:	380	
Controlling HD Type:	2	
Holddown Capacity, lb:	2695	
3x Members req.:	No	
Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field		
Holddown Types:		
Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end		

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R4	0	8535
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	6.25	14.00
R4 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	421	421
= 8535 lb / 20.25'		
MOT (Seismic), ft-lb:	31611	70809
Mr (Seismic), ft-lb:	4531	19264
HD (Seismic), lb:	4677	4335
Holddown Capacity, lb:	5860	5860
HD Type:	4	4
15/32" APA Rated Sheathing		
Shear critical, plf:	421	421
HD critical, lb:	4677	4335
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?:	No	No
Wall Type:	C	C
Wall Capacity, plf:	490	490
Controlling HD Type:	4	4
Holddown Capacity, lb:	5860	5860
3x Members req.:	Yes	Yes
Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field		
Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field		
Holddown Types:		
Seg. 1: '4' = MSTC66/78 with (38) 16d sinkers at each end		
Seg. 2: '4' = MSTC66/78 with (38) 16d sinkers at each end		

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R7	0	5385
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	12.83	
R7 Wall Height (H1), ft:	12.00	
Trib. 1, ft:	4.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	120.00	
Seismic, plf:	420	
		= 5385 lb / 12.83'
MOT (Seismic), ft-lb:	64635	
Mr (Seismic), ft-lb:	127069	
HD (Seismic), lb:	-162	
Holdown Capacity, lb:	0	
HD Type:	0	
		15/32" APA Rated Sheathing
Shear critical, plf:	420	
HD critical, lb:	0	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?	No	
Wall Type:	C	
Wall Capacity, plf:	490	
Controlling HD Type:	0	
Holdown Capacity, lb:	0	
3x Members req.:	Yes	
		Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '0' no holdown required

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R8	0	2068
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	4.50	6.00
R8 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	98	98
w/ H/W, plf:	131	
		= 2068 lb / 21'
MOT (Seismic), ft-lb:	5318	7090
Mr (Seismic), ft-lb:	2601	4224
HD (Seismic), lb:	878	812
Holdown Capacity, lb:	1155	1155
HD Type:	1	1
		15/32" APA Rated Sheathing
Shear critical, plf:	131	98
HD critical, lb:	878	812
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?	No	No
Wall Type:	A	A
Wall Capacity, plf:	260	260
Controlling HD Type:	1	1
Holdown Capacity, lb:	1155	1155
3x Members req.:	No	No
		Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '1' = MSTC28 with (6) 16d sinkers at each end
		Seg. 2: '1' = MSTC28 with (6) 16d sinkers at each end
		Seg. 3: '1' = MSTC28 with (6) 16d sinkers at each end

Roof Level	0.2Sds = 0.075					
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
RA	0	0	15504	Wind Uplift (U) = 10	psf	
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L:
Overall Seg. (Lo), ft:	13.25	15.83	18.33			47.41
RA Wall Height (H1), ft:	12.00	12.00	12.00			
Trib. 1, ft:	4.00	4.00	4.00			
Rtn. Load (RL), lb:	200	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00			
Wall Weight (Ww), psf:	120.00	120.00	120.00			
Seismic, plf:	327	327	327			= 15504 lb / 47.41'
M _{OT} (Seismic), ft-lb:	51996	62132	71931			= (15504 lb / 47.41' * Lo * H1)
Mr (Seismic), ft-lb:	135375	192684	257674			= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1440	-2465	-3456			= (Mot - (0.6-0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0			
HD Type:	0	0	0			
						15/32" APA Rated Sheathing
Shear critical, plf:	327	327	327			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No			Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single			
Concrete Anch.?	No	No	No			
Wall Type:	B	B	B			Holdown Types:
Wall Capacity, plf:	380	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0			Seg. 3: '0' no holdown required
3x Members req.:	No	No	No			

Roof Level	0.2Sds = 0.075					
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
RB	0	0	17125	Wind Uplift (U) = 10	psf	
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L:
Overall Seg. (Lo), ft:	13.33	14.83	20.25			48.41
RB Wall Height (H1), ft:	12.00	12.00	12.00			
Trib. 1, ft:	4.00	4.00	4.00			
Rtn. Load (RL), lb:	200	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00			
Wall Weight (Ww), psf:	120.00	120.00	120.00			
Seismic, plf:	354	354	354			= 17125 lb / 48.41'
M _{OT} (Seismic), ft-lb:	56586	62966	85961			= (17125 lb / 48.41' * Lo * H1)
Mr (Seismic), ft-lb:	136999	169300	314057			= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1151	-1747	-3897			= (Mot - (0.6-0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0			
HD Type:	0	0	0			
						15/32" APA Rated Sheathing
Shear critical, plf:	354	354	354			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No			Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single			
Concrete Anch.?	No	No	No			
Wall Type:	B	B	B			Holdown Types:
Wall Capacity, plf:	380	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0			Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes			

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
RC	0	0	1621	Wind Uplift (U) =	10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	6.00	7.00	21.00		34.00
RC Wall Height (H1), ft:	12.00	12.00	12.00		
Trib. 1, ft:	4.00	4.00	4.00		
Rtn. Load (RL), lb:	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00		
Wall Weight (Ww), psf:	80.00	80.00	80.00		
Seismic, plf:	48	48	48		= 1621 lb / 34'
MoT (Seismic), ft-lb:	3433	4005	12014		= (1621 lb / 34' * Lo * H1)
Mr (Seismic), ft-lb:	19776	26684	231756		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1158	-1429	-5222		= (Mot - (0.6 - 0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0		
HD Type:	0	0	0		
	15/32" APA Rated Sheathing				
Shear critical, plf:	48	48	48		Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0		Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No		Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single		
Concrete Anch.?	No	No	No		
Wall Type:	A	A	A		Holdown Types:
Wall Capacity, plf:	260	260	260		Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0		Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0		Seg. 3: '0' no holdown required
3x Members req.:	No	No	No		

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S1	0	0	4254	Wind Uplift (U) =	10.00 psf
Load from R1, lb:	0	0	6433	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	10687		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	3.50				
R1 Wall Height (H1), ft:	12.00				
S1 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	120.00				
Seismic, plf:	3053				
w/ H/W, plf:	5125				
M _{OT} (Seismic), ft-lb:	209201				
Mr (Seismic), ft-lb:	18744				
HD (Seismic), lb:	56960				
Holddown Capacity, lb:					
HD Type:	NG				
					15/32" APA Rated Sheathing
Shear critical, plf:	5125				
HD critical, lb:	56960				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	Dbl. Req.				
Wall Capacity, plf:					
Controlling HD Type:	NG				
Holddown Capacity, lb:					
3x Members req.:	Yes				
= (4254 lb + 6433 lb) / 3.5' (includes h/v ratio increases) = (4254 lb / 3.5 * Lo * H2) + (6433 lb / 3.5 * Lo * (H1 + H2 + Fd)) = (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo = (Mot - (0.6 - 0.075) * Mr) / Lo					

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (N)	0	0	3297	Wind Uplift (U) =	10 psf
Load from R2 (N), lb:	0	0	5151	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	8448		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	14.33				
! (N) Wall Height (H1), ft:	12.00				
! (N) Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	590				
M _{OT} (Seismic), ft-lb:	166227				
Mr (Seismic), ft-lb:	32231				
HD (Seismic), lb:	10419				
Holddown Capacity, lb:	14375				
HD Type:	12				
					15/32" APA Rated Sheathing
Shear critical, plf:	590				
HD critical, lb:	10419				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	D				
Wall Capacity, plf:	640				
Controlling HD Type:	12				
Holddown Capacity, lb:	14375				
3x Members req.:	Yes				
= (3297 lb + 5151 lb) / 14.33' = (3297 lb / 14.33 * Lo * H2) + (5151 lb / 14.33 * Lo * (H1 + H2 + Fd)) = (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo = (Mot - (0.6 - 0.075) * Mr) / Lo					
Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field Seg. 1: '12' = HDU14-SDS2.5 and PAB8x30 Anchor Bolt					

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (S)	0	0	5935	Wind Uplift (U) =	10 psf
Load from R2 (S), lb:	0	0	6599	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	12534		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	10.33	14.33			24.66
1 (S) Wall Height (H1), ft:	12.00	12.00			
2 (S) Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	2.00	2.00			
Trib. 2, ft:	4	4			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	508	508			= (5935 lb + 6599 lb) / 24.66'
M _{OT} (Seismic), ft-lb:	97629	135433			= (5935 lb / 24.66' * Lo * H2) + (6599 lb / 24.66' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	17325	32231			= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	8571	8270			= (Mot - (0.6 - 0.075) * Mr) / Lo
Holdown Capacity, lb:	14375	8315			
HD Type:	12	11			
					15/32" APA Rated Sheathing
Shear critical, plf:	508	508			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	8571	8270			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holdown Types:
Wall Capacity, plf:	640	640			Seg. 1: '12' = HDU14-SDS2.5 and PAB8x30 Anchor Bolt
Controlling HD Type:	12	11			Seg. 2: '11' = HHDQ11-SDS2.5 and SB1x30 Anchor Bolt
Holdown Capacity, lb:	14375	8315			
3x Members req.:	Yes	Yes			

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S5	0	0	12359	Wind Uplift (U) =	10 psf
Load from R5, lb:	0	0	0	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	12359		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	10.33	14.33			24.66
R5 Wall Height (H1), ft:	12.00	12.00			
S5 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	0.00	0.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	501	501			= (12359 lb + 0 lb) / 24.66'
M _{OT} (Seismic), ft-lb:	60831	84387			= (12359 lb / 24.66' * Lo * H2) + (0 lb / 24.66' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	15405	28535			= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	5106	4843			= (Mot - (0.6 - 0.075) * Mr) / Lo
Holdown Capacity, lb:	5980	5980			
HD Type:	9	9			
					15/32" APA Rated Sheathing
Shear critical, plf:	501	501			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	5106	4843			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holdown Types:
Wall Capacity, plf:	640	640			Seg. 1: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Controlling HD Type:	9	9			Seg. 2: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Holdown Capacity, lb:	5980	5980			
3x Members req.:	Yes	Yes			

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S7	0	0	3357	Wind Uplift (U) = 10 psf	
Load from R7, lb:	0	0	5385	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	8742		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	13.00	14.50			27.50
R7 Wall Height (H1), ft:	12.00	10.33			
S7 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	4.00	4.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	120.00	120.00			
Seismic, plf:	318	318			= (3357 lb + 5385 lb) / 27.5'
M _{OT} (Seismic), ft-lb:	81651	86331			= (3357 lb / 27.5' *Lo*H2)+(5385 lb / 27.5' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	254579	295316			= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	-4000	-4739			= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	0	0			
HD Type:	0	0			
Shear critical, plf:	318	318			15/32" APA Rated Sheathing
HD critical, lb:	0	0			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	B	B			Holdown Types:
Wall Capacity, plf:	380	380			Seg. 1: '0' no holdown required
Controlling HD Type:	0	0			Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0			
3x Members req.:	No	No			

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S8	0	0	1216	Wind Uplift (U) = 10 psf	
Load from R8, lb:	0	0	2068	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	3284		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	10.33				10.33
R8 Wall Height (H1), ft:	12.00				
S8 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	80.00				
Seismic, plf:	318				= (1216 lb + 2068 lb) / 10.33'
M _{OT} (Seismic), ft-lb:	65471				= (1216 lb / 10.33' *Lo*H2)+(2068 lb / 10.33' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	110482				= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	723				= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	2550				
HD Type:	6				
Shear critical, plf:	318				15/32" APA Rated Sheathing
HD critical, lb:	723				Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	B				Holdown Types:
Wall Capacity, plf:	380				Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt
Controlling HD Type:	6				
Holdown Capacity, lb:	2550				
3x Members req.:	No				

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SA	0	0	9199	Wind Uplift (U) = 10 psf	
Load from RA, lb:	0	0	15504	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	24703		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	4.83	5.00	6.50	6.83	23.17
RA Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SA Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	1066	1066	1066	1066	= (9199 lb + 15504 lb) / 23.17'
w/ HW, plf:	1296	1253			(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	102586	106131	137971	145039	= (9199 lb / 23.17' *Lo*H2)+(15504 lb / 23.17' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	35793	38275	64295	70981	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	17338	17207	16033	15773	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:					
HD Type:	NG	NG	NG	NG	
					15/32" APA Rated Sheathing
Shear critical, plf:	1296	1253	1066	1066	
HD critical, lb:	17338	17207	16033	15773	
40% increase for wind?:	No	No	No	No	
Sheathing Layers:	Single	Single	Single	Single	
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	Dbl. Req.	Dbl. Req.	Dbl. Req.	Dbl. Req.	Holdown Types:
Wall Capacity, plf:					Seg. 1: 'NG' larger holdown required
Controlling HD Type:	NG	NG	NG	NG	Seg. 2: 'NG' larger holdown required
Holdown Capacity, lb:					Seg. 3: 'NG' larger holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: 'NG' larger holdown required

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SB	0	0	11377	Wind Uplift (U) = 10 psf	
Load from RB, lb:	0	0	17125	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	28502		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	11.00	12.00	20.00	24.50	67.50
RB Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SB Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	422	422	422	422	= (11377 lb + 17125 lb) / 67.5'
M _{OT} (Seismic), ft-lb:	90856	99115	165192	202360	= (11377 lb / 67.5' *Lo*H2)+(17125 lb / 67.5' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	182611	217104	600400	899873	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	-456	-1239	-7501	-11023	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	0	0	0	0	
HD Type:	0	0	0	0	
					15/32" APA Rated Sheathing
Shear critical, plf:	422	422	422	422	Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0	0	Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No	No	Seg. 3: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single	Single	Seg. 4: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	C	C	C	C	Holdown Types:
Wall Capacity, plf:	490	490	490	490	Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0	0	Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0	0	Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: '0' no holdown required

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SD	0	0	3243	Wind Uplift (U) =	10 psf
Load from RC, lb:	0	0	0	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	3243		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	20.00				
RC Wall Height (H1), ft:	12.00				
SD Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	162				
	= (3243 lb + 0 lb) / 20'				
M _{OT} (Seismic), ft-lb:	38105				
Mr (Seismic), ft-lb:	68400				
HD (Seismic), lb:	110				
Holdown Capacity, lb:	2550				
HD Type:	6				
	15/32" APA Rated Sheathing				
Shear critical, plf:	162				
HD critical, lb:	110				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	A				
Wall Capacity, plf:	260				
Controlling HD Type:	6				
Holdown Capacity, lb:	2550				
3x Members req.:	No				

Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field

Holdown Types:

Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt

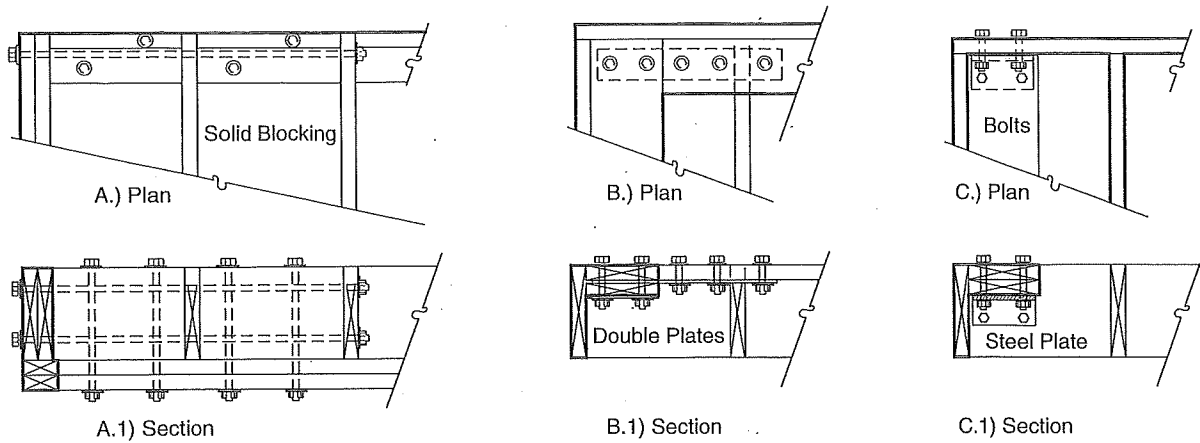


Figure 10.14 Typical corner details

TRANSVERSELY SHEATHED DIAPHRAGMS (Douglas Fir-Larch Lumber)

Table 10.1

Maximum Span-Width or Height-Width Ratio		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing of Stud, Joist, or Perimeter Member and at Butted Ends	Allowable Lateral Shear Load lbs. per lineal ft. for Stud or Joist Spacing in inches of		
					12	16	24
Horizontal Diaphragms Restraining:		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing of Stud, Joist, or Perimeter Member and at Butted Ends	Allowable Lateral Shear Load lbs. per lineal ft. for Stud or Joist Spacing in inches of		
Masonry or Concrete Walls	Wood or Similar Walls				12	16	24
Not recommended	Limited by acceptable deflection of wall	Limited by acceptable deflection	6	2	100	75	50
			8	2	114	86	57
			10	2	124	93	62

DIAGONALLY SHEATHED DIAPHRAGMS

Maximum Span-Width or Height-Width Ratio		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing at:		Allowable Lateral Shear Load lbs. per lineal ft.
				Perimeter Members and Butted Ends of Boards	Stud or Joist	
Horizontal Diaphragms Restraining:		Vertical Diaphragms	Nominal Width of Sheathing Boards (inches)	Perimeter Members and Butted Ends of Boards	Stud or Joist	Allowable Lateral Shear Load lbs. per lineal ft.
Masonry or Concrete Walls	Wood or Similar Walls					
3:1	4:1	2:1	6	2	2	345
			8	2	2	262
				3	2	393

continued



January 27, 2016

Mr. Pieter Smeenk

City of Ashland

20 East Main Street

Ashland, OR 97520

**SUBJECT: Preliminary Seismic Upgrade, Relocation and Temporary Facilities
Construction Budget for Ashland City Hall**

Dear Mr. Smeenk:

Vitus Construction, Inc. appreciates the opportunity to provide a preliminary seismic upgrade, relocation and temporary facilities budget for the existing Ashland City Hall. The budget is based on site meetings, Miller Consulting Engineers, Inc. Report (dated 12/07/15) and drawings from Marquess & Associates (dated May 1991) and Savikko Engineering (dated 4/14/85). The following preliminary scope and per square foot cost is being provided to the City of Ashland for budgeting purposes only.

Preliminary Budgeting Items

1. Additional per square foot costs for new roofing, non-structural bracing of suspended ceilings and anchorage of equipment, and piping anchorages to add to the Miller Consulting Engineer's estimate. Also please specifically include temporary relocation costs and soft costs not included in the engineer's estimate.
 - a. Miller Consulting Engineers, Inc. published cost \$184.00 Sq Ft
 - b. Flashing, bracing, weather proofing and sealants \$18.00 Sq Ft
 - c. Temporary operational facilities \$20.00 Sq Ft
 - i. Includes relocation, lease / rental of storage, offices, meeting rooms and restrooms occupied by city staff and the public during the construction period (9 months \$156,834.00).
 - d. Soft Costs \$42.00 Sq Ft
 - i. Includes temporary signage, safety protection, parking and structural / architectural drawings for roof and bracing
 - e. Total \$264.00 Sq Ft
2. Additional per square foot mechanical, electrical, plumbing, egress, ADA, Fire Suppression, and Tenant Improvements costs in total.
 - a. Mechanical, electrical and plumbing \$110.00 Sq Ft
 - b. ADA upgrades and modifications \$28.00 Sq Ft

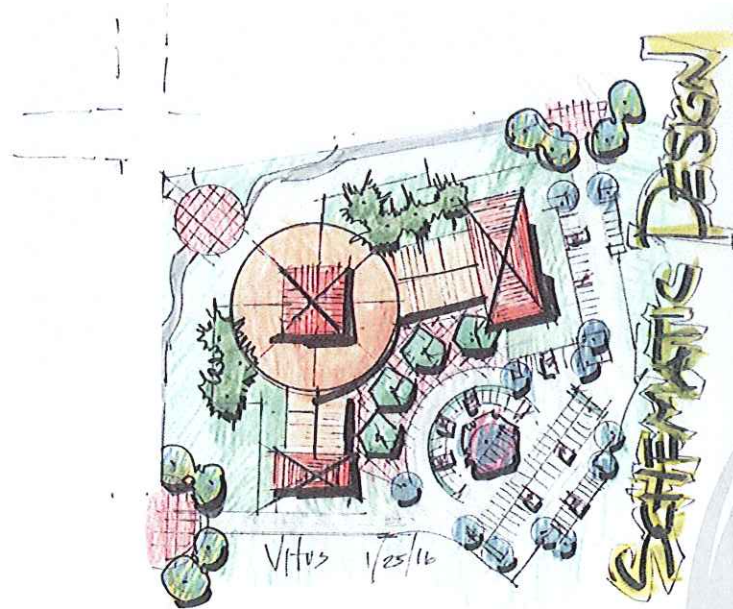
c. Fire suppression	\$15.00 Sq Ft
d. Tenant improvements	\$185.00 Sq Ft
e. Total	\$338.00 Sq Ft

3. Total per square foot cost to construct a new building on the current City Hall site, replacing everything except the existing north and west, historic facades. If the per square foot costs for space added as a new third or fourth floor, please indicate the additional per square foot space cost for that, but if it is not significantly different, please indicate that.

a. Rebuild building keeping exterior walls (10,595 Sq Ft) \$405.00 Sq FT

4. Total per square foot cost to construct a new building on a new site on city-owned property, including the cost of parking, site development, building costs and associated elements to relocate.

a. Site Development	\$125.00 Sq Ft
b. Construction of Building	\$325.00 Sq ft
c. Total	\$450.00 Sq Ft



Drawing is for informational use only
Vitus Construction, Inc. does not
represent value associated with the
site or building illustration.

The above budget proposal will be updated as the project develops. If you have any questions please do not hesitate to contact Vitus Construction, Inc.

Sincerely,

Corey E. Vitus, President
Vitus Construction, Inc.

Council Communication

June 20, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Kaylea Kathol, Public Works Project Manager, kaylea.kathol@ashland.or.us

SUMMARY

This update is being provided to inform Council on the status of the ongoing examination of options for replacing City Hall. The City has commissioned Ogden Roemer Wilkerson Architecture (ORW) to study the feasibility of replacing City Hall, following a 2015 seismic evaluation that indicated the cost of a necessary seismic upgrade to City Hall would exceed the cost of replacing the structure. ORW's commission includes provisions for a space and programmatic needs analysis and an evaluation of three possible siting alternatives for a new building, including (a) substantially remodeling and expanding City Hall *in situ*; (b) expanding the Community Development building; and (c) constructing a centralized municipal building on the City-owned parcel at the corner of Lithia Way and North Pioneer Street. Findings will be presented to City Council in September.

BACKGROUND AND POLICY IMPLICATIONS:

History

At the Council's February 1, 2016, study session staff provided the findings of a seismic evaluation of City Hall, directed by Council as part of a greater effort to conduct a comprehensive examination of options for replacing City Hall. The report identified seismic deficiencies in the structure, and described the upgrades necessary to bring City Hall into compliance with applicable seismic provisions in the Oregon Structural Specialty Code. The presentation was supplemented by cost estimates of the seismic upgrades, as well as preliminary cost estimates for two new construction alternatives, either of which would be more economical than performing an upgrade on the existing structure. Additional details are provided in the attached Council communications from the February 1, 2016, study session. The cost estimates that emerged from the seismic evaluation marshaled the next logical phase in the City Hall replacement effort, the evaluation of replacement options.

Status

A Request for Proposals (RFP) was crafted for personal services with of fixed budget of \$75,000 to evaluate space needs and study the feasibility of replacing City Hall. The RFP was released to nine local architectural or design firms in late March of 2016; four proposals were returned. Through a graded selection process, ORW was identified as the most suitable bidder and was awarded the commission. The City and ORW developed a refined project scope through a collaborative process. The scope (attached) includes the following components:

Space needs evaluation



ORW will explore each department’s current and projected space needs pertaining to individual work stations and offices, conference rooms, document storage, communal areas, areas for public interaction, etc. The assessment will also address important departmental adjacencies and future growth over a 15-year planning horizon. Leadership from all departments located in City Hall (Administration, Administrative Services, and Legal) and the Community Development building (Community Development and Public Works) will be surveyed. Information gathered from the space needs evaluation will inform the second component, the siting analysis.

Siting alternatives analysis

The consultant will examine the feasibility of the three siting alternatives summarized in the table below. The alternatives are described in greater detail in the attached Scoping Document that was issued as Attachment A to the RFP.

Alternative	Description
Expansion/new construction at existing City Hall site	City Hall would be substantially demolished, although exterior facades may be maintained for historical preservation at the community’s direction. A new larger structure would be built on the existing City Hall site.
Expansion of Community Development	A second floor would be added to the Community Development building to consolidate offices of City Hall and Community Development buildings. The City would divest itself of the existing City Hall structure.
New construction at Lithia Way and North Pioneer	A new municipal building would consolidate City Hall and Community Development offices. The City would divest itself of the two existing structures and use any profits to offset construction costs.

Public involvement

At least one public open house meeting will be scheduled to provide the community with an early opportunity to learn about the City’s larger goal of replacing City Hall. The intent of the meeting is to ensure the public is informed at a very early phase of the larger replacement project in order to develop an environment of public inclusion throughout the project. In addition, written communications will be delivered to the Historic Commission, Planning Commission, and Conservation Commission. Input from these commissions will be important during the design phase of the project, and the City feels that it is important to keep them updated and informed early on.

Deliverables

The final production, a comprehensive feasibility study report, will address construction costs and implementation schedules for each alternative. The siting alternatives analysis will address planning, parking, circulation, and solar potential at each location. Temporary relocation logistics and structural feasibility issues will also be explored for the existing City Hall and Community Development site options. In addition, the report will include a space needs program, site plans and floor plans for the three alternatives, and 3D massing views for each alternative (excluding architectural or stylistic detail).

Schedule



The study began in early June and is on track to be completed in early to mid-September. The final report is tentatively planned for presentation to City Council at the September 20th business meeting. The presentation will signify the end of this phase of the project, and will lead into the next phase: selection and design of Council's approved alternative.

COUNCIL GOALS SUPPORTED:

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall preplacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to provide preliminary cost estimates for two of the siting alternatives. The expected cost of this feasibility study is \$47,250.

STAFF RECOMMENDATION AND REQUESTED ACTION:

This item is for information only.

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

- Council Communication from February 1, 2016 Study Session RE City Hall replacement
- ORW's proposed Scope of Work (Exhibit C of Contract)
- Scoping Document (Attachment A of RFP)

Council Communication

February 1, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Michael R. Faught, Director of Public Works, Public Works, Mike.Faught@ashland.or.us

SUMMARY

The Council at its June 15, 2015, study session requested that the City conduct a seismic evaluation of City Hall to determine the cost of bringing the building up to current seismic codes. Necessary seismic upgrades would involve removing the roof, the floor on the second floor and all of the drywall on the interior of the north and west walls, then building a system of ties and braces to secure the building. The estimated cost (including contingency but excluding soft costs and temporary staff relocation) is \$176/sq. ft., or \$1,363,757. The seismic upgrades will require the relocation of city staff for approximately nine months at a cost of just under \$157,000. Soft costs would be roughly \$322,000. If the City did necessary and long-overdue HVAC and plumbing replacement as well as fire suppression and ADA improvements, the total cost of the project exceeds the cost of simply demolishing and rebuilding City Hall or building a new City Hall at a different location on City-owned property.

BACKGROUND AND POLICY IMPLICATIONS:

At the Council's June 15, 2015, Study Session, City Administrator Dave Kanner proposed a comprehensive examination of options for replacing City Hall using the \$100,000 appropriated in the current budget for a long-term facilities master plan. To that end, Mr. Kanner provided background information on past plans to replace City Hall which included a detailed history of City Hall remodels, additions, spacing needs, and needed seismic mitigation based on a 1994 seismic evaluation (see attached June 15, 2015, council communication).

Based on the age of the existing seismic report, Council directed staff to complete a new seismic study on City Hall and the Parks and Recreation building. The City Hall seismic evaluation has been completed by Miller Consulting Engineers, Inc. (see attached report). The consultant's report outlines a plan with estimated costs to upgrade City Hall to allow occupants to safely exit the building after a major earthquake which, as he indicates in his executive summary, "may not be the case in its current state." The estimated cost to upgrade the existing facility to meet seismic requirements only (excluding soft and relocation costs) is estimated to be \$176 per square foot or a total cost of \$1,363,757. If the City Council were to choose this option, all employees in the existing building would have to be relocated for about nine months at an estimated cost of \$17,426 per month or just under \$157,000.

Given that a seismic renovation of the existing facility requires a major rebuild to the building, Michael Morrison, Public Works Superintendent, recommended evaluating costs associated with modernizing all of the existing (aging) plumbing, HVAC systems and electrical systems. To assist with development of additional planning level cost estimates, staff hired Matt Small, Kistler Small +

White Architects, and John Kennedy, chief estimator with Vitus Construction, to provide economy of scale cost estimates for the following four options (see attached estimate):

1. Include soft cost and Temporary relocations costs to the to the seismic estimate
2. Estimated square foot costs for mechanical, electrical and plumbing, egress, ADA, fire suppression and tenant improvements
3. Estimated square foot costs to rebuild on the current City Hall site, replacing everything except the existing north and west historic facades.
4. Total estimated square foot costs to construct a new building elsewhere on City-Owned property, including parking and other issues arising out of its location.

These costs are shown in table 1.

Table 1:

Seismic Upgrades plus soft costs and relocation costs	Additional cost for mechanical, electrical and plumbing, egress, ADA, Fire Suppression and Tenant Improvements	Total Remodel Costs	Rebuild on the current City hall site replacing everything except the existing north and west wall	New building on City Owned Property
\$236	\$338	\$576	\$405	\$450

*All costs are per-square foot

COUNCIL GOALS:

Organization

- 4 Evaluate real property and City assets to strategically support city mission and goals
- 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to estimate cost for additional remodeling costs, rebuild in place costs and to build a new building in a different location on city owned property.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Given the seismic report and the need for additional capital improvements at City Hall, staff recommends that the City move forward with a comprehensive examination of options for replacing or rebuilding City Hall. Staff seeks approval to issue an RFP to select a consultant team to examine options for replacing or rebuilding City Hall.

SUGGESTED MOTION:

N/A

Exhibit C: Scope of Work

May 25, 2016

Kaylea Kathol, Project Manager, Public Works Department
City of Ashland
51 Winburn Way
Ashland, OR 97520



Re: Ashland City Hall Feasibility Study – Scope Description

Dear Kaylea,

We look forward to serving the City of Ashland on the City Hall Feasibility Study. Our expected scope of work and deliverables are:

Meetings:

- 2 meetings with City Manager
- 2 rounds of Space Needs meetings with Department Leadership (approximately 10 total)
- 1 meeting with Historic, Planning, and Conservation commissions
- 2 public involvement meetings (Open Houses or similar)
- 1 Special Study Session meeting with City Council to present Space Needs results
- 1 presentation to City Council at regular Council meeting near project completion
- Telephone and in-person meetings with Public Works as needed

Tasks:

- Perform space needs assessment for potential departments to be housed in future City Hall: City Administrator, City Attorney, Electric, Finance, Public Works, and Planning/Building. Assessment to address area needs, departmental adjacencies, public interactions, and future growth.
- Study structural feasibility of maintaining historic facades at existing City Hall, and feasibility of a vertical addition to the existing Community Development building.
- Perform site analysis for three sites addressing planning, solar, parking, and circulation requirements.
- Using the City's preferred space needs planning horizon (e.g. 2031), explore concept designs that consolidate departments on three sites: a new building and/or a drastic renovation to the existing City Hall, an addition to the Community Development building, and a new building at N. Pioneer and Lithia Way.
- Explore temporary office accommodations for options that displace City staff and public.
- Develop schedules for each option including construction and moves.
- Develop project cost models for option/s at three sites.

Deliverables:

- Space needs program identifying preferred adjacencies and area needs for 2016, 2021, and 2031.
- Site plans for three sites.
- Floor plan diagrams for three sites.
- 3D block massing views for three sites (excludes architectural or stylistic detail).
- Temporary office strategy for options at City Hall site and Community Development site.
- Implementation schedule for each option.

- Project cost models (construction and soft costs) for each option.
- Cost increase for project designed as an Essential Facility.
- Consolidated Feasibility Study Report.

The timeline for the scope above is:

Late May: Refine scope and sign contract.

Late May/early June: Initial meetings with City Administrator to discuss public and Council process, and department leaders to discuss space needs. Meetings with Historic, Planning, and Conservation Commissions.

Throughout June: Develop space needs program and host follow-up meetings with City Administrator and department leaders to share space needs results. Perform site analyses. Perform structural feasibility studies.

Late June: Select preferred planning horizon for concept work. Initial public involvement meeting (Open House or similar) to identify public aspirations and concerns.

Throughout July: Develop concept options. Share with City project team (Project Manager and Public Works leadership) and refine.

Early August: Develop temporary office options, project schedules, and cost models.

Mid-August: Second Community Open House to share progress.

Late August: Prepare Feasibility Study Report.

September: Present findings to City Council.

If additional scope or meetings are desired we will gladly add them as additional services at our 2016 hourly rates. Please contact me if you have questions on the above scope of work.

Sincerely,



Kenneth J. Ogden, AIA
Principal

Attachment A:

Scoping Document

Feasibility Study for
City Hall Replacement

City of Ashland

March 2016

1 PROJECT BACKGROUND AND DESCRIPTION

The City of Ashland (City) is accepting statements of work to conduct feasibility evaluation of replacing the City Hall facility. The existing structure, originally built in 1891, does not comply with the seismic design criteria provided in the 2014 Oregon Structural Specialty Code (OSSC). Due to the age and antiquated design of the building, the cost of a seismic retrofit on the existing structure would considerably surpass the expense of constructing a new facility.¹ The City has determined that the structure must be replaced, and has identified three replacement scenarios for evaluation, including (a) substantially remodeling and expanding City Hall at its existing location; (b) expanding the Community Development building; and (c) constructing a municipal building on a vacant lot owned by the City.

The final product, an evaluation report, will address each alternative individually, and will identify all major building, structural and spatial needs; anticipated growth needs; expected physical and regulatory constraints; estimates of timelines; and estimates of expenses. The evaluation report should provide findings in sufficient detail to inform a decision for developing a City Hall facility that complies with the 2014 OSSC and best satisfies the needs of the City and the public.

2 HIGH-LEVEL REQUIREMENTS AND ASSUMPTIONS

The feasibility study must address the following requirements for each alternative:

- Complies with applicable provisions of the 2014 OSSC
- Building programming is informed by a staffing and spatial needs analysis
- Design provides for growth (defined in section 3.1)
- Complies with all applicable zoning ordinances and parking requirements

This document includes very preliminary comparisons of the advantages and disadvantages of each alternative. These comparisons were based on certain assumptions, including:

- Divestment of City Hall will result in minimal profit, and may present an unquantified degree of risk
- Divestment of Community Development building will be profitable
- Ground-floor commercial leases will provide return on investment
- Staff displacement will be limited to the *minimum* period required by construction activities (that is, relocation will occur no sooner than necessary)

¹ The City commissioned an evaluation in 2015 to explore the feasibility of a seismic retrofit to bring the structure into compliance with OSSC. Estimates of the total expense, including structural, non-structural, and accumulated displacement costs, were compared to estimates informed by the expense of similar, recently constructed government buildings in the Rogue Valley.

3 SCOPE OF SERVICES

3.1 SPATIAL NEEDS ANALYSIS

It is essential that the City Hall replacement performs well as a structure, both for the benefit of the public and the occupants. The City is particularly interested in consolidating the offices of the City Hall and Community Development buildings to provide the public with a centralized municipal building. Accordingly, an analysis of the programmatic needs of City Hall and Community Development will be necessary to inform an evaluation of each of the replacement alternatives.

The City expects an analysis that includes, at a minimum, a description of current facility condition and space use, identification of staffing levels and vacancies; current and projected space needs of the occupants and the public, long-term document storage requirements, and long-term employee and visitor parking and traffic flow requirements.

3.2 SITING ALTERNATIVES ANALYSIS

The City wishes to evaluate the feasibility and expense of the three siting alternatives described below. The analysis of each siting alternative should include at a minimum:

- review of applicable zoning and jurisdictional requirements;
- identification of major siting constraints;
- a conceptual design;
- a projected timeline; and
- estimated project cost.

Provided below are detailed descriptions of the alternatives, certain foreseeable issues and concerns that should be addressed in the feasibility study, as well as several options, or “nice-to-haves”.

SCENARIO 1: ON-SITE REPLACEMENT OF CITY HALL

Description

This siting alternative would raze most of the existing City Hall structure. The north and west exterior walls would be retained in order to preserve the historic value of the structure. A new facility would be constructed in the footprint of the demolition.

The City envisions a new structure with four floors. The ground, second, and third floors would be utilized by the City as civic offices, storage areas, and meeting spaces. The fourth floor may be utilized for a variety of needs identified by the space needs analysis, possibly including document storage and meeting areas, growth accommodation, and providing flexibility as space needs change over time.

Options

The City has identified two potential options for using space within the proposed City Hall building. Both of the following options will require additional evaluation for expense and feasibility:

- Incorporate a basement under the new building
- Completely raze all walls and rebuild the structure (including basement, if practicable)

Additional Considerations

- The occupants of City Hall would need to be relocated during the construction phases. An evaluation of Scenario 1 must consider logistical matters related to displacement. Modular office structures (modulars) have been identified as a prospective solution to temporary displacement of employees. The evaluation must address the number of modulars needed, possible locations for modulars, and how City Hall personnel will be divided amongst modulars. Additional considerations include parking and public access, and coordinating connections to sewer, power, internet, and telephone.

*Summary: Advantages and Drawbacks**

Advantages	Drawbacks
• Retains current, desirable location and historic facade • Eliminates complications and liabilities associated with vacating and divestment of property	• Small footprint limits flexibility in design, programming, growth • Requires significant demolition phase • Multi-phase project may impact tourism • Will not provide public with a centralized municipal facility • May disrupt downtown business flow • Demolition and construction phases may present a public safety risk • Does not alleviate existing public parking shortage

*See Assumptions

SCENARIO 2: EXPAND COMMUNITY DEVELOPMENT BUILDING

Description

Scenario 2 proposes to annex City Hall to the existing Community Development building as a second floor. The City would vacate the existing City Hall structure.

The expansion would include a comprehensive programming component to ensure the two story facility meets the required work space, storage, meeting, and work-flow needs of the various departments that share the building.

Additional Considerations:

- The evaluation of Scenario 2 must explore the structural feasibility of constructing a second floor on Community Development building. At this early stage, it is unknown whether Community Development is able to safely support a second floor.
- Community Development personnel tend to park on Winburn Way and Granite Street. Parking spaces on these two streets are typically limited due to proximity to Lithia Park. Expansion of Community Development may further reduce parking availability. An evaluation of Scenario 2 must explore the need for additional parking. Possible solutions include purchasing or leasing parking space in the vacant lot on the south side of the Community Development property, or leasing church parking areas.

- Occupants of Community Development may need to be temporarily relocated if any construction phases require an empty building. An evaluation of Scenario 2 should address the necessity of relocation and accumulated expenses.
- A second floor may obstruct the eastern views from several neighboring homes on Granite Street. An assessment potential for view obstruction will help the City prepare for discussions with property owners.

*Summary: Advantages and Drawbacks**

Advantages	Drawbacks
• Consolidates municipal offices • Improves programming for multiple departments • Significant infrastructure and services are present • Avails a large construction footprint • Relatively minor demolition required	• City may need to divest itself of City Hall (will City be indemnified of risk?) • Intensified parking shortage • May incur temporary displacement costs • May obstruct neighbors' views

*See Assumptions

SCENARIO 3: RELOCATION AND CONSTRUCTION OF A NEW BUILDING

Description

Scenario 3 proposes to consolidate City Hall and Community Development staff in a new municipal building. The structure would be located on a City-owned parcel that currently provides public parking at the southeast corner of Lithia Way and North Pioneer Street City. The City envisions a multi-story facility with retail space on the ground floor and civic offices on the upper floor(s). The facility would necessarily include underground parking to compensate for the loss of a surface parking lot. Under this scenario, the City would divest itself of the City Hall and Community Development buildings and apply the profits to the expense of

Additional Considerations:

The evaluation of Scenario 3 must include the expense of parking lot demolition and provision of mandatory services on an otherwise undeveloped lot.

*Summary: Advantages and Drawbacks**

Advantages	Drawbacks
• Consolidates municipal offices • Requires no purchase of property • Includes a parking solution which will not increase congestion • Increases public parking availability at the Plaza, Lithia Park, and Granite Street. • Affords a large construction footprint • Involves relatively minor demolition • Earns revenue from commercial leases • Divestment of Community Development helps offset construction costs	• City may need to divest itself of City Hall (risk?) • May incur greater development expenses than other scenarios • Mandatory utilities and services must be established • Potentially reduces public parking • Public may be reluctant to change the location of a long-standing institution

Advantages	Drawbacks
• Incurs no temporary displacement costs	

*See Assumptions

Council Communication

October 17, 2016, Study Session

Status Update on the Feasibility Study for the Replacement of City Hall

FROM:

Kaylea Kathol, Public Works Project Manager

SUMMARY

In May 2016, the City commissioned Ogden Roemer Wilkerson Architecture (ORW) to conduct a feasibility study of City Hall reconstruction or relocation, including an analysis of the space and programmatic needs of affected City departments, an evaluation of siting alternatives, and a robust public involvement component. ORW has completed all major components of the study and will present the results during this study session. The final product, a study report, is on track for distribution by the end of October.

BACKGROUND AND POLICY IMPLICATIONS:

Status

At the time of this submission, ORW has completed the information gathering and synthesis of all major components of the feasibility study. The results currently available to City engineering staff are described below.

Results

Space needs evaluation

Leadership from all departments located in City Hall (Administration, Administrative Services, Legal, and City Recorder) and the Community Development building (Community Development and Public Works) were surveyed to identify each department's current and projected space needs over a 15-year planning period. Two rounds of interview-style surveys were conducted to identify the space needs pertaining to individual work stations and offices, conference rooms, document storage, communal areas, areas for public interaction, etc. The analysis identified a combined projected need of approximately 23,500 square feet of space.

Siting alternatives analysis

The findings of the space needs study were applied toward the feasibility analysis of five siting options for a new building including: (1) construct a new City Hall at its current location, sized appropriately to consolidate City Hall and Community Development functions; (2) retain the historic features of City Hall and expand vertically to consolidate City Hall and Community Development functions; (3) vertically expand the Community Development Building and consolidate City Hall and Community Development functions; (4) retain City Hall and expand vertically, and retain Community Development and reconfigure as necessary to accommodate space needs; and (5) construct a new, centralized municipal building on a City-owned parcel at Lithia Way and North Pioneer Street. The



analysis found that expansion and consolidation at the current City Hall location would not accommodate the City's space needs, and options 1 and 2 were therefore deemed not feasible. Options 3 through 5, however, were deemed spatially feasible and were further evaluated in terms of planning requirements and restrictions, and cost modeling. The table below describes the spatial provisions of each alternative.

Alternative	Space Provided (23,500 square feet needed)	Feasibility Status
1. Expand/consolidate at current City Hall location (new construction)	18,500 sf	not feasible
2. Expand/consolidate at current City Hall location (retain historic features)	18,500 sf	not feasible
3. Expand/consolidate at current Community Development location	22,070 sf	feasible
4. Retain two buildings and expand/remodel as needed	24,500 sf	feasible
5. Consolidate at new construction at Lithia Way and N Pioneer St.	26,135 sf	feasible

Adroit Construction is presently providing cost modeling services for the three siting options deemed feasible. Site work, hard costs, soft costs, and project cost offsets will be factored into the estimates. The estimates will not be available in time for this submission, but will be presented in detail during the Study Session presentation.

Public involvement

ORW and the City promoted a robust public involvement component to the feasibility study, wherein the community was invited to help the City set priorities for a new City Hall. Two forums were offered to the public for expressing their priorities, including Open City Hall, the web-based tool for civic engagement, and an interactive open house presentation. Participants of both forums were invited to rank the following list of priorities in order of importance:

- **Building Safety**
- **Public Access**
- **Centralized Services**
- **Parking Availability**
- **Energy Efficient**
- **Historic Preservation.**
- **Workplace Efficiency**
- **Aesthetically pleasing**
- **Other**

In addition, participants were given the option to define their commitment to their priority rankings by specifying how project cost could influence rankings.

The Open City Hall forum was publicized through an email notification to subscribers of the City's "new website content" mailing list. The forum received 140 visitors, of which 28 shared their priorities. The open house was publicized via multiple outlets, including mail invitations in residents' utility bills, a press release, advertising on Jefferson Public Radio, and fliers posted in public spaces. The meeting was attended by 50 to 60 members of the community, many of whom provided input on



their priorities. A summary of the community input is not available at the time of this submittal, but a detailed synthesis will be presented by ORW during the study session presentation.

History

The feasibility study for the replacement of City Hall was directed by Council as part of a greater effort to conduct a comprehensive examination of options for replacing City Hall. The study was initiated on the heels of a seismic evaluation completed in January 2015, which found that the cost of a seismic retrofit at City Hall would likely exceed the cost of building a new structure, as detailed in the February 1, 2016 Council Communication (Exhibit A). The cost estimates that emerged from the seismic evaluation marshaled in the next logical phase in the City Hall replacement effort, the evaluation of replacement options. Last May engineering staff contracted with ORW to conduct a study of the feasibility of replacing City Hall. At the Council's June 20, 2016 study session, staff introduced Dana Ing-Crawford, the project manager from ORW assigned to lead the feasibility study. Ms. Crawford described the methodology ORW planned to implement for the space needs evaluation, siting alternatives analysis, and public involvement component. Additional details are provided in the attached Council Communication from the June 20, 2016 study session (Exhibit B).

COUNCIL GOALS SUPPORTED:

Organization (2014)

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall preplacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$13,000 in engineering fees related to the seismic upgrade evaluation. The expected cost of this feasibility study is \$55,750, plus miscellaneous costs of approximately \$1130 (building plan prints, catering, and advertising). The total project cost will be approximately \$68,863 upon completion of the feasibility study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

This communication is purely informative; staff recommendations and requested actions are not presented at this stage in the study.

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

1. June 20, 2016 Council Communication
2. February 1, 2016 Council Communication



Council Communication

June 20, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Kaylea Kathol, Public Works Project Manager, kaylea.kathol@ashland.or.us

SUMMARY

This update is being provided to inform Council on the status of the ongoing examination of options for replacing City Hall. The City has commissioned Ogden Roemer Wilkerson Architecture (ORW) to study the feasibility of replacing City Hall, following a 2015 seismic evaluation that indicated the cost of a necessary seismic upgrade to City Hall would exceed the cost of replacing the structure. ORW's commission includes provisions for a space and programmatic needs analysis and an evaluation of three possible siting alternatives for a new building, including (a) substantially remodeling and expanding City Hall *in situ*; (b) expanding the Community Development building; and (c) constructing a centralized municipal building on the City-owned parcel at the corner of Lithia Way and North Pioneer Street. Findings will be presented to City Council in September.

BACKGROUND AND POLICY IMPLICATIONS:

History

At the Council's February 1, 2016, study session staff provided the findings of a seismic evaluation of City Hall, directed by Council as part of a greater effort to conduct a comprehensive examination of options for replacing City Hall. The report identified seismic deficiencies in the structure, and described the upgrades necessary to bring City Hall into compliance with applicable seismic provisions in the Oregon Structural Specialty Code. The presentation was supplemented by cost estimates of the seismic upgrades, as well as preliminary cost estimates for two new construction alternatives, either of which would be more economical than performing an upgrade on the existing structure. Additional details are provided in the attached Council communications from the February 1, 2016, study session. The cost estimates that emerged from the seismic evaluation marshaled the next logical phase in the City Hall replacement effort, the evaluation of replacement options.

Status

A Request for Proposals (RFP) was crafted for personal services with of fixed budget of \$75,000 to evaluate space needs and study the feasibility of replacing City Hall. The RFP was released to nine local architectural or design firms in late March of 2016; four proposals were returned. Through a graded selection process, ORW was identified as the most suitable bidder and was awarded the commission. The City and ORW developed a refined project scope through a collaborative process. The scope (attached) includes the following components:

Space needs evaluation



ORW will explore each department's current and projected space needs pertaining to individual work stations and offices, conference rooms, document storage, communal areas, areas for public interaction, etc. The assessment will also address important departmental adjacencies and future growth over a 15-year planning horizon. Leadership from all departments located in City Hall (Administration, Administrative Services, and Legal) and the Community Development building (Community Development and Public Works) will be surveyed. Information gathered from the space needs evaluation will inform the second component, the siting analysis.

Siting alternatives analysis

The consultant will examine the feasibility of the three siting alternatives summarized in the table below. The alternatives are described in greater detail in the attached Scoping Document that was issued as Attachment A to the RFP.

Alternative	Description
Expansion/new construction at existing City Hall site	City Hall would be substantially demolished, although exterior facades may be maintained for historical preservation at the community's direction. A new larger structure would be built on the existing City Hall site.
Expansion of Community Development	A second floor would be added to the Community Development building to consolidate offices of City Hall and Community Development buildings. The City would divest itself of the existing City Hall structure.
New construction at Lithia Way and North Pioneer	A new municipal building would consolidate City Hall and Community Development offices. The City would divest itself of the two existing structures and use any profits to offset construction costs.

Public involvement

At least one public open house meeting will be scheduled to provide the community with an early opportunity to learn about the City's larger goal of replacing City Hall. The intent of the meeting is to ensure the public is informed at a very early phase of the larger replacement project in order to develop an environment of public inclusion throughout the project. In addition, written communications will be delivered to the Historic Commission, Planning Commission, and Conservation Commission. Input from these commissions will be important during the design phase of the project, and the City feels that it is important to keep them updated and informed early on.

Deliverables

The final production, a comprehensive feasibility study report, will address construction costs and implementation schedules for each alternative. The siting alternatives analysis will address planning, parking, circulation, and solar potential at each location. Temporary relocation logistics and structural feasibility issues will also be explored for the existing City Hall and Community Development site options. In addition, the report will include a space needs program, site plans and floor plans for the three alternatives, and 3D massing views for each alternative (excluding architectural or stylistic detail).

Schedule



The study began in early June and is on track to be completed in early to mid-September. The final report is tentatively planned for presentation to City Council at the September 20th business meeting. The presentation will signify the end of this phase of the project, and will lead into the next phase: selection and design of Council's approved alternative.

COUNCIL GOALS SUPPORTED:

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall preplacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to provide preliminary cost estimates for two of the siting alternatives. The expected cost of this feasibility study is \$47,250.

STAFF RECOMMENDATION AND REQUESTED ACTION:

This item is for information only.

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

- Council Communication from February 1, 2016 Study Session RE City Hall replacement
- ORW's proposed Scope of Work (Exhibit C of Contract)
- Scoping Document (Attachment A of RFP)

Council Communication

February 1, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Michael R. Faught, Director of Public Works, Public Works, Mike.Faught@ashland.or.us

SUMMARY

The Council at its June 15, 2015, study session requested that the City conduct a seismic evaluation of City Hall to determine the cost of bringing the building up to current seismic codes. Necessary seismic upgrades would involve removing the roof, the floor on the second floor and all of the drywall on the interior of the north and west walls, then building a system of ties and braces to secure the building. The estimated cost (including contingency but excluding soft costs and temporary staff relocation) is \$176/sq. ft., or \$1,363,757. The seismic upgrades will require the relocation of city staff for approximately nine months at a cost of just under \$157,000. Soft costs would be roughly \$322,000. If the City did necessary and long-overdue HVAC and plumbing replacement as well as fire suppression and ADA improvements, the total cost of the project exceeds the cost of simply demolishing and rebuilding City Hall or building a new City Hall at a different location on City-owned property.

BACKGROUND AND POLICY IMPLICATIONS:

At the Council's June 15, 2015, Study Session, City Administrator Dave Kanner proposed a comprehensive examination of options for replacing City Hall using the \$100,000 appropriated in the current budget for a long-term facilities master plan. To that end, Mr. Kanner provided background information on past plans to replace City Hall which included a detailed history of City Hall remodels, additions, spacing needs, and needed seismic mitigation based on a 1994 seismic evaluation (see attached June 15, 2015, council communication).

Based on the age of the existing seismic report, Council directed staff to complete a new seismic study on City Hall and the Parks and Recreation building. The City Hall seismic evaluation has been completed by Miller Consulting Engineers, Inc. (see attached report). The consultant's report outlines a plan with estimated costs to upgrade City Hall to allow occupants to safely exit the building after a major earthquake which, as he indicates in his executive summary, "may not be the case in its current state." The estimated cost to upgrade the existing facility to meet seismic requirements only (excluding soft and relocation costs) is estimated to be \$176 per square foot or a total cost of \$1,363,757. If the City Council were to choose this option, all employees in the existing building would have to be relocated for about nine months at an estimated cost of \$17,426 per month or just under \$157,000.

Given that a seismic renovation of the existing facility requires a major rebuild to the building, Michael Morrison, Public Works Superintendent, recommended evaluating costs associated with modernizing all of the existing (aging) plumbing, HVAC systems and electrical systems. To assist with development of additional planning level cost estimates, staff hired Matt Small, Kistler Small +

White Architects, and John Kennedy, chief estimator with Vitus Construction, to provide economy of scale cost estimates for the following four options (see attached estimate):

1. Include soft cost and Temporary relocations costs to the to the seismic estimate
2. Estimated square foot costs for mechanical, electrical and plumbing, egress, ADA, fire suppression and tenant improvements
3. Estimated square foot costs to rebuild on the current City Hall site, replacing everything except the existing north and west historic facades.
4. Total estimated square foot costs to construct a new building elsewhere on City-Owned property, including parking and other issues arising out of its location.

These costs are shown in table 1.

Table 1:

Seismic Upgrades plus soft costs and relocation costs	Additional cost for mechanical, electrical and plumbing, egress, ADA, Fire Suppression and Tenant Improvements	Total Remodel Costs	Rebuild on the current City hall site replacing everything except the existing north and west wall	New building on City Owned Property
\$236	\$338	\$576	\$405	\$450

*All costs are per-square foot

COUNCIL GOALS:

Organization

- 4 Evaluate real property and City assets to strategically support city mission and goals
- 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to estimate cost for additional remodeling costs, rebuild in place costs and to build a new building in a different location on city owned property.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Given the seismic report and the need for additional capital improvements at City Hall, staff recommends that the City move forward with a comprehensive examination of options for replacing or rebuilding City Hall. Staff seeks approval to issue an RFP to select a consultant team to examine options for replacing or rebuilding City Hall.

SUGGESTED MOTION:

N/A



Council Communication

January 17, 2017, Business Meeting

Further Action for the Replacement of City Hall

FROM:

Kaylea Kathol, Public Works Project Manager, kayleakathol@ashland.or.us

SUMMARY

As directed by Council, staff hired Ogden Roemer Wilkerson Architecture (ORW) to study the feasibility of replacing City Hall based on conclusions of a previously completed seismic evaluation that identified the need to provide a seismically safe City Hall for employees and citizens conducting City business. This staff report recommends the next phase of the replacement effort, a decision-making process spearheaded by a citizen task force. Approval of the recommendation in this report will result in the formation of an ad-hoc committee that will provide a recommendation and funding strategy to Council for the replacement of City Hall based on the findings of the feasibility study.

BACKGROUND AND POLICY IMPLICATIONS:

The BN 2015-17 budget appropriates \$100,000 to study the replacement of City Hall pursuant to the Council's 2014 strategic planning initiative. Planning for the replacement of City Hall was addressed by the City Administrator during the June 15, 2015 study session. The Council requested an updated seismic analyses be performed using budgeted funds prior to moving forward with a feasibility study.

Staff contracted with Miller Consulting Engineers to update the seismic study of City Hall completed in 1994. The updated report was presented to the Council at the February 1, 2016 study session. The report concluded occupants may not be able to exit the building safely following a major seismic event as City Hall is not expected to withstand significant seismic activity such as the impending Cascadia subduction zone earthquake. A seismic retrofit could provide safe egress from the building, but the tremendously high unit cost (approximately \$602 per square foot in 2016 dollars)¹ of rehabilitation, plus the further reduction of usable space in a building that is already cramped and dysfunctional, lead the City to explore the feasibility of replacing City Hall. Council recommended staff move forward with the City Hall replacement feasibility study analyzing the current location, the Community Development Building, and the Lithia Way parking lot as the three site-specific options.

In June of 2016, the City contracted with Ogden Roemer Wilkerson Architecture (ORW) to conduct the feasibility study. While the study was motivated by the need to provide a building that *ensures the safety of employees and customers*, the City and ORW also recognized that any potential replacement must accommodate the City's current and long term (15 years) space needs. Accordingly, a space

¹ The seismic evaluation included an opinion of probable project costs, but did not explore any ancillary costs, including soft costs, temporary facilities for displace employees, and necessary upgrades to MEP systems and ADA access. City commissioned Vitus Construction to develop a total project cost estimate for a seismic retrofit. Vitus's total project estimate of \$602/square foot in 2016 dollars was attached to the seismic evaluation report presented to Council on February 2, 2016.

needs analysis was incorporated into the study. The space needs analysis included all departments and functions in City Hall and in the Community Development building in order to verify if consolidation was appropriate based on the site alternatives.

Description of Alternatives

The City's space needs were vetted for seven seismic remediation alternatives at the three site options. The alternatives are described succinctly below. The list also includes two alternatives that were discussed initially following the results of the 2015 seismic evaluation of City Hall (initial alternatives are referred to as alternatives i-1 and i-2 in this staff report). In all nine alternatives are concisely compared herein, including:

<u>Alternative</u>	<u>Description</u>
i-1	City Hall (seismic retrofit only) and Community Development (no change), evaluated in January 2016, prior to Feasibility Study
i-2	City Hall (build new, do not expand) and Community Development (no change), evaluated in January 2016, prior to Feasibility Study
1	City Hall (build new & expand) + department consolidation
2	City Hall (retain historic façade & expand) + department consolidation
3	Community Development, expansion + department consolidation
4A	City Hall (build new & expand) and Community Development (some interior remodel)
4B	City Hall (retain historic façade & expand) and Community Development (some interior remodel)
5A	New building at Lithia /Pioneer (dept. consolidation), 20 surface parking + 50 underground parking stalls
5B	New building at Lithia /Pioneer (dept. consolidation), 20 surface parking + 100 underground parking stalls

Comparison of Alternatives

The nine alternatives are compared in terms of feasibility and modeled costs in Table 1. Feasibility is defined as an alternative's ability to accommodate the City's long-term space needs. While each of the nine alternatives offers seismic protection, not every alternative can provide the space needs of the departments that currently occupy City Hall and Community Development. The costs provided below were based on an assumption that construction would begin 2021.

Table 1. Comparison of City Hall replacement alternatives

Alternative	Total Cost (2021 Construction Schedule)	Cost per Square Foot	Provides City's Long-Term Space Needs?
i-1 ²	\$ 6.5 M	\$842	No
i-2 ²	\$ 4.4 M	\$567	No
1 ³	*	*	No
2 ³	*	*	No
3	\$ 9.5 M	\$431	Yes
4A	\$ 8.5 M	\$349	Yes
4B	\$ 9.7 M	\$395	Yes
5A	\$ 16.1 M	\$618	Yes
5B	\$ 19.6 M	\$749	Yes

Suggested Next Steps

Staff recommends establishing a citizen taskforce (similar to the 2009 Public Safety Facilities Committee) to advise Council on whether to pursue a general obligation bond to replace City Hall. The taskforce's recommendation would address (a) whether the City should request voter approval of a levy; (b) which seismic remediation alternative should be on the levy; and (c) the amount of the levy. Staff suggests hiring ORW to facilitate public meetings to further the vetting process, due to the firm's

COUNCIL GOALS SUPPORTED:

Organization (2014)

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$13,000 in engineering fees related to the seismic upgrade evaluation; \$55,750 in architectural fees related to the feasibility study; and approximately \$1130 in miscellaneous costs (building plan prints, catering, and advertising). Approximately \$30,120 remains in the budget for studying the replacement of City Hall. The remaining amount is expected to sufficiently cover the cost of contracting with a consultant to assist the citizen task force.

² Cost estimates for options i-1 and i-2 are based on assumptions that are more broad and generic than those used by ORW to model costs for feasibility study. While it is difficult to compare costs based on dissimilar assumptions, this summary attempts to provide a certain level of consistency by adding the cost of photovoltaic systems to i-1 and i-2 and escalating the costs of both options by 5.5% to account for increases in construction costs in the year that has passed since the estimates were provided. ORW estimated the local annual escalation rate to be 5.5% per year. This estimate was based on conversations held with Adroit Construction, the local subcontractor who assisted with cost modeling for the feasibility study.

³ Cost estimates were not modeled for options 1 and 2 because they were deemed not feasible in the earlier phase of the feasibility study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends that Council request the Mayor appoint an ad-hoc committee to advise the City Council on whether to pursue a General Obligation Bond for the replacement of City Hall and to identify which replacement alternative, if any, should be on the levy.

SUGGESTED MOTIONS:

I move to recommend the establishment of an ad-hoc committee to vet a replacement alternative and funding mechanism for replacing City Hall.

ATTACHMENTS:

Ashland City Hall Replacement Feasibility Study – Final Report
October 17, 2016 Study Session Staff Report
October 17, 2016 Power Point Presentation
June 20, 2016 Study Session Staff Report
February 1, 2016 Study Session Staff Report
Miller Consulting Engineers City Hall Seismic Evaluation
June 15, 2015 Staff Report





Ashland City Hall
Replacement
Feasibility Study

Final Report

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Cost Model	Page 30
Appendices	Page 33

Prepared for

City of Ashland

Mayor and City Council

Mayor John Stromberg
Councilor Greg Lemhouse
Councilor Pam Marsh
Councilor Michael Morris
Councilor Rich Rosenthal
Councilor Stefani Seffinger
Councilor Carol Voisin

City Staff

Dave Kanner, City Administrator
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Prepared by

ORW Architecture

Ashland City Hall is a historic, unreinforced masonry structure in downtown Ashland and houses Administration, Finance, Legal and City Recorder offices. Approximately one block away is Ashland's Community Development Services Building that houses Building, Planning, and Public Works Engineering offices.

Due to level changes, six entries, and a demising wall through the center of City Hall, workspace within City Hall is crowded, inefficient, and borderline dysfunctional. In addition, Miller Engineering studied City Hall's structural system in 2015 and declared the historic structure vulnerable to collapse in a seismic event. The physical deficiencies of City Hall, in combination with the City's desire to serve the public more efficiently and effectively by consolidating services and right-sizing workspaces, served as a catalyst for the 2016 Ashland City Hall Feasibility Study.

The Feasibility Study identified the amount of space needed in a future consolidated City Hall (using 2021 and 2031 as planning milestones), explored how it would optimally be configured on three different sites (the City Hall site, the Community Development Services site, and a city-owned parking lot on Lithia Way and N. Pioneer), and modeled the costs of each. In four options, the study consolidated City Hall and Community Development departments into a single structure with the aim of delivering city services efficiently and conveniently for the public. A fifth option retained both existing buildings, and expanded and reconfigured departments within them.

Physical Improvements Facilitate Functional Improvements

Consolidating functions in City Hall aims to improve how the public access city services, and create workspaces that facilitate staff productivity. In options that consolidate departments, the plan includes a larger front counter on the ground floor so the majority of public business transactions such as utility payments, permits, and business licenses, occur at a single location. In all options, particularly those at City Hall, space will be organized to facilitate collaboration where needed, facilitate focused work where needed, and minimize distractions that lower productivity.

Space Needs Program

ORW Architecture interviewed City staff in each department to determine optimal adjacencies and quantify projected staff and area needs with planning horizon milestones of 2021 (the earliest potential move-in date) and 2031 (providing for future growth). The gross area for 2021 was 23,017 square feet, and 2031 was 24,352 square feet. Because the additional area to accommodate modest future growth was relatively small, the 2031 area was used to test design options.

Design Options

Seven feasibility options (Options 4 and 5 have variations) were explored on three sites, each with a different set of opportunities and constraints. The intent of the explorations was to identify significant design issues and determine if the options were feasible. Five of the options provided sufficient space to accommodate the program area, were deemed feasible, and cost modeled.

Option 1 consolidated City Hall and Community Development departments on the City Hall site with all new construction. To maximize building area on the site, the option included a new basement (for storage or other non-office functions) and four additional floors, resulting in a maximum area of 18,500 SF. Because this was nearly 25% less area than needed, this option was deemed unfeasible.

Option 2 consolidated City Hall and Community Development departments on the City Hall site with mostly new construction, but preserved the majority of north and west walls to maintain the building's historic features. Similar to Option 1, due to the lack of available area this option was deemed unfeasible.

Option 3 consolidated City Hall and Community Development departments on the Community Development site. This option maximized the use of the existing building's structure and expanded the building an additional two levels to provide the needed area. While slightly less area than needed, this option was deemed feasible.

Option 4 maintained both existing buildings by expanding City Hall (basement plus three floors) and reconfiguring the Community Development building. This Option was deemed feasible and could be implemented as Option 4A (all new construction at City Hall), or Option 4B (preserving the two historic walls).

Option 5 consolidated City Hall and Community Development departments on the Lithia Way and North Pioneer site with all new construction including some surface parking spaces and some underground parking spaces. This option was deemed feasible and could be implemented as Option 5A (with one level of underground parking to satisfy zoning code requirements), or Option 5B (with two levels of underground parking to satisfy the zoning code and provide additional public parking).

Public Involvement

The project sought public input through an Open House, and digitally through Open City Hall on the City's website. The involvement plan was designed to share project information, gather input, and present information to the Mayor and City Council. The Open House engaged approximately 65 attendees, and Open City Hall experienced 139 visitors with 28 responses. Both gathered input on design priorities, with top priorities being Energy Efficiency, Public Access, whether the project should be located on or off the plaza, and whether the project should be a city priority. Both gathered input on cost priorities, with a preference on delivering design priorities over cutting priorities to reduce project costs.

Costs

Feasible design options (Options 3, 4A, 4B, 5A, and 5B) were cost modeled in collaboration with Adroit Construction. Costs included construction, moving, temporary offices and utilities for options that required temporary displacement of City staff during construction, and estimated escalation to 2021. Cost models were established on a cost per square foot basis for an assumed level of quality and other factors specific to each option such as a constrained site, protecting portions of the existing building, and structured parking.

Option 3 (consolidated functions at an expanded Community Development building) in 2016 is estimated to be \$7.28 million, and in 2021 is estimated to be \$9.52 million.

Option 4A (all new construction at an expanded City Hall plus some reconfiguration of the Community Development building) in 2016 is estimated to be \$6.54 million, and in 2021 is estimated to be \$8.54 million.

Option 4B (mostly new construction at an expanded City Hall while preserving historic walls, plus some reconfiguration of the Community Development building) in 2016 is estimated to be \$7.41 million, and in 2021 is estimated to be \$9.68 million.

Option 5A (all new construction at Lithia Way and North Pioneer with one level of underground parking) in 2016 is estimated to be \$12.35 million, and in 2021 is estimated to be \$16.14 million.

Option 5B (all new construction at Lithia Way and North Pioneer with two levels of underground parking) in 2016 is estimated to be \$14.97 million, and in 2021 is estimated to be \$19.57 million.

Refer to the body of the report and the appendix for additional information on each section.

Analysis Summary

ORW Architecture surveyed spaces within City Hall and the Community Development Services building, and interviewed City staff in each department to determine optimal adjacencies and quantify projected staff and area needs with planning horizon milestones of 2021 (the earliest potential move-in date) and 2031 (providing for future growth).

While Ashland's population has grown slowly, city services are robust and evolve as needed. The space needs program allows for modest future growth and flexibility to accommodate restructuring of departments and staff positions.

Both City Hall and the Community Development Services Building lack sufficient meeting space for internal and public meetings. The space needs program proposes additional shared meeting rooms, and some enclosed offices include space to accommodate small meetings. A consolidated City Hall needs to balance a sense of welcome with a reasonable degree of security; rooms with public access, including most meeting rooms, should be located on the public side of a secure counter.

Most workspaces in City Hall are cramped, poorly organized, and challenged by dysfunctional conditions such as ground floor level changes, multiple entries without weather vestibules (distracting to staff), lack of confidentiality for information and meetings due to lack of space, and lack of privacy for sensitive conversations, particularly for the public regarding utility payments and arrangements. Most workspaces in the Community Development building are flexible and generally meet current staff needs, but need some room for future growth.

Paper storage is significantly undersized, and the City rents off-site storage space that doesn't comply with archival document storage requirements. Digitizing many documents could occur in the future to reduce storage needs, but would need dedicated staff to implement. The program proposes compact storage to efficiently address current and future needs, reduce rented storage fees, and open space in Community Development for future office growth.

The adjacent table shows an area summary of all departments. Net Square Foot (NSF) areas were developed for each department and includes circulation within departments. The summary includes a grossing factor to account for vertical circulation, building corridors, exterior walls, and service and mechanical spaces to arrive at Gross Square Foot (GSF) areas for 2021 (23,017 GSF), and 2031 (24,352 GSF). Because the additional area to accommodate modest future growth was relatively small, the 2031 area was used to test design options.

Projected Space Data								
Divisions	2021				2031			
	Staff	Dept NSF	18% Gross	2021 GSF	Staff	Dept NSF	18% Gross	2031 GSF
Administration		3811	1.18	4497		4054	1.18	4784
City Administrator/Mayor		1253	1.18	1478		1497	1.18	1766
HR		390	1.18	460		512	1.18	604
Legal		1695	1.18	2000		1695	1.18	2000
City Recorder		356	1.18	420		356	1.18	420
Shared		187	1.18	221		187	1.18	221
Administrative Services		3193	1.18	3768		3715	1.18	4383
Accounting		765	1.18	903		887	1.18	1047
Customer Service/UB		678	1.18	800		800	1.18	943
Finance		1029	1.18	1214		1307	1.18	1542
Shared		721	1.18	851		721	1.18	851
Community Development		4566	1.18	5388		4688	1.18	5532
Community Development		790	1.18	790		790	1.18	790
Planning		868	1.18	868		868	1.18	868
Building		1420	1.18	1420		1542	1.18	1542
Shared		1196	1.18	1196		1196	1.18	1196
Public Works Engineering		3460	1.18	4083		3704	1.18	4371
Total Staff Spaces	71				80			
Common Areas		4476	1.18	5282		4476	1.18	5282
TOTAL AREA				23017				24352
Vertical Circulation	8%							
Corridors/Ext. Walls	7%							
Custodial/HVAC	3%							
Total Grossing Factor	18%							

Administration Department

The Administration department comprises the Mayor, City Administration, Human Resources, Legal, and the City Recorder. While most proposed meeting rooms are intended to be shared by all departments, each department has at least one meeting room located nearby that is sized for its particular need.

The Mayor's office shares a small waiting area with the City Administrator, and benefits from being nearby but doesn't need to be adjacent. The City Administrator should be adjacent to the (future) Assistant City Administrator and should not be immediately adjacent to the waiting area due to the public hearing internal conversations when doors are open. The Administration staff works most closely with Human Resources, Legal, and Finance. Because of the meeting-intensive work of Administration, the City Administrator and Assistant Administrator have room for meetings within their offices. A small waiting area is located near Administration and could accommodate locked file storage for the department.

Human Resources staff need enclosed offices due to the sensitive nature of their work. HR staff are currently located adjacent to the City Administrator and Mayor but would benefit from a bit of distance to maintain discretion for visiting staff. An additional part-time staff position is anticipated in the near future and could be shared with an adjacent department. HR has significant file storage for current staff and recruitment.

The Legal division needs some degree of autonomy to perform duties with confidentiality and impartiality. While legal staff work with all City departments, the closest working relationship is with Administration and Finance due to extent of contract work, but the department needs some physical separation or buffering to retain impartiality. Legal occasionally interfaces with the public but primarily serves the City divisions and should be located away from the primary public entrance to maintain confidentiality for meetings and paperwork. The paralegal also serves the reception function and requires some degree of privacy for confidential paperwork when not at desk. The Law library is primarily for meetings but includes some books; if needed the books could be located in an open area outside the meeting room but should be easily accessible within the division. The paralegal currently collaborates with administrative assistant to the City Recorder (primarily for accessing documents); this adjacency is useful but not required.

The City Recorder is an elected position and serves many functions such as elections officer, City Council clerk, public notices, OLCC and Taxi licenses, and handles important City documents. The Recorder office is primarily paperless but needs access to a small locked file room for older files and books. Should be accessible to the public to accommodate interaction but not immediately adjacent to the lobby to facilitate quiet, focused work. Support staff can be in an adjacent open office but performs focused work (writing Council minutes) and needs a bit of distance from public entry to protect from distraction.

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Administration							
Mayor	O-2	1	12	x	15	180	2-4 person table
City Administrator	O-1	1	15	x	18	270	6 person table
Assistant Administrator	O-2	1	12	x	15	180	Adj. to City Admin
Executive Assistant	WS-1	1	12.5	x	8	94	
Management Analyst	O-3	2	10	x	12	240	
Human Resources							
HR Manager	O-2	1	15	x	12	180	4 person table
HR Analyst	O-3	1	10	x	12	120	2 person at desk, future shared
Admin/HR Position	O-3	1	10	x	12	120	Near-term future may be shared
Legal							
City Attorney	O-2	1	12	x	15	180	2 person table
Asst. City Attorney	O-2	2	12	x	15	360	2 person table, 1 new for 2021
Paralegal/Admin	WS-1	1	12.5	x	8	94	Near library, copy, files
City Recorder							
City Recorder	O-2	1	12	x	15	180	2 pers table, near entry, not adj.
Administrative Assistant	WS-1	1	12.5	x	8	94	Focus work, role may transition
Total 2021 Staff Spaces		15					
Shared Spaces							
Waiting Area		1	10	x	12	120	Near City Admin, locked files
Law Library Meeting	G-4	1	12	x	14	168	8 person table, LCD, books
Law Library books/resources		1	2	x	14	28	May be outside meeting room
Legal File Storage		1	8	x	10	80	Locked file storage
City Recorder File Storage		1	10	x	10	100	Adj. locked file storage
8 Person Conference Room	G-2	1	12	x	12	144	Flat screen & whiteboard
Sub-Total						2931	
Circulation Factor			30%			879	
TOTAL AREA 2021			3811				

2031 Projected Space Data						
Administration						
Future Analyst	WS-1	1	12.5	x	8	94
Parking Coordinator/flex	WS-1	1	12.5	x	8	94
Total 2031 Staff Spaces		2				
Sub-Total						188
Circulation Factor				30%		56
TOTAL AREA 2031			4054			

Administrative Services Department

The Administrative Services department comprises the Customer Service/Utility Billing (CS/UB), Accounting, and Finance division. CS/UB is the front face of the department; Accounting and Finance are quiet functions away from the front counter. The divisions are not currently adjacent; in a future building or reconfiguration more adjacency would be useful as long as acoustic separation is maintained and distractions for focused work are minimized.

The Customer Services/Utility Billing division handles frequent, short, and occasionally negatively charged interactions due to general government concerns, anti-government sentiments, parking tickets, and discussions on utility costs, shut-offs, and collections. Since this occurs at the front door in a small waiting area, these can be disruptive and negative. To accommodate these discussions and other spontaneous meetings, a small, unscheduled Customer Service conference room is located near the front entry. Cashier workstations at the front counter should have a moderate degree of privacy for financial discussions. Cashiers handle significant cash, need access to a safe, and need additional security and staff support near the front counter to address security issues. Billing Clerks serve the front counter and need relatively equal and close access to the counter. The CS/UB Division Manager needs an enclosed office with the ability to see staff workstations and the front counter to support staff when needed. A small, open (Tron) station is needed for parking attendant staff to download ticket data.

Accounting and Finance perform many focused tasks and need acoustic separation from entry and lobby, but interact with several City departments for timesheets, forms, checks, etc. A nearby meeting room will serve the department and annual projects such as audits, training, and software conversations.

Finance works most closely with Human Resources, Legal, and Administration. Many financial records are stored off-site and accessed occasionally. Some could be digitized and others need to be stored as hard copies (Payroll must be kept for 75 years). A purchasing representative (part of Finance) currently works at the Service Center to coordinate with shipping/receiving and process goods; the program accommodates a purchasing workstation in case this position is relocated to Finance.

Future needs include a Division Manager for Finance and three clerks (one for each division).

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Accounting							
Accounting Div. Manager	O-3	1	12	x	10	120	desk w/ small 2 per, new for 2021
Accountants	WS-1	2	12.5	x	8	188	
Financial Clerks (AP, AR, PR)	WS-1	3	12.5	x	8	281	
Cust. Service / Utility Billing							
CS Div. Manager	O-3	1	12	x	10	120	desk w/ small 2 per, new for 2021
Billing Clerk	WS-1	3	12.5	x	8	281	
Cashier	WS-4a	2	7.5	x	8	120	Front Counter adj to lobby
Finance							
Director of Admin Svs./Finance	O-1	1	15	x	18	270	4 person table
Fiscal Services Clerk	WS-1	1	12.5	x	8	94	
Admin Assistant	WS-1	1	12.5	x	8	94	
Program Manager (Risk)	O-3	1	12	x	10	120	
Program Mgr (Purch/Contract)	O-3	1	12	x	10	120	Near-term future position
Purchasing Rep	WS-1	1	12.5	x	8	94	Ability to consolidate Service Ctr
Total 2021 Staff Spaces		18					
Shared Spaces							
Front Counter		1	6	x	14	84	2-3 stations
Safe		1	4	x	4	16	Cash, check stocks
ITRON Station	WS-5	1	7.5	x	6	47	Meter reading equipment
6 Person Cust Serv Conf Rm	G-1	1	12	x	10	120	Adj. to main lobby
8 Person Conference Room	G-2	1	12	x	12	144	Training, audits
Copy Room							Shared with common
File Storage		3	6	x	8	144	1 for each Division
Sub-Total						2456	
Circulation Factor			30%			737	
TOTAL AREA 2021			3193				

2031 Projected Space Data						
Finance						
Finance Division Mgr.	O-3	1	12	x	10	120
Financial Clerk (Finance)	WS-1	1	12.5	x	8	94
Accounting/Cust Svs						
Financial Clerk (Acctg)	WS-1	1	12.5	x	8	94
Financial Clerk (Cust Svs)	WS-1	1	12.5	x	8	94
Total 2031 Staff Spaces		4				
Sub-Total						401
Circulation Factor				30%		120
TOTAL AREA 2031			3715			

Community Development Department

The Community Development department comprises Building and Planning divisions. Visits to Community Development are fewer and longer than visits to City Hall. The vast majority of public meetings are cordial but some are negatively charged and improved security is desired.

Over-the-counter permitting (currently processed one day a week) requires a larger front counter to accommodate review of building plans, convenient viewing of permit technician monitors from both sides of the counter, and a small open office area near the front counter for plan intake and Fire Marshall reviews.

Building staff are grouped with the Building Official in an enclosed office and adjacent to a collaborative open office area for building inspectors. One 8-person meeting room is in constant use; the program calls for a 12-person dividable meeting room to accommodate small meetings simultaneously but combine to accommodate a larger group when needed.

Senior Planning Staff are grouped and need enclosed offices to accommodate small meetings. The Administrative supervisor needs proximity to Community Development Director and front counter administrators. A small open office area away from the counter is desired to accommodate focused work or an intern.

Building and planning are going to an electronic permitting process near the end of 2016. It will reduce the need for plan/file storage, but will likely mean an increase in plotting and a larger shared copy room. Community Development has an archive storage room that could partially be allocated to office or meeting space if compact storage is provided in a future building.

2021 Projected Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Community Development							
Director Community Dev.	O-1	1	15	x	18	270	4 person table
Admin. Supervisor	WS-1	1	12.5	x	8	94	
Permit Technician	WS-3	2	7.5	x	10	150	
Permit Center Manager	WS-1	1	12.5	x	8	94	
Code Compliance	WS-3	1	7.5	x	10	75	
Housing Program Specialist	WS-3	1	7.5	x	10	75	
Planning							
Planning Manager	O-3	1	12	x	10	120	2 person table
Senior Planner	O-3	2	12	x	10	240	2 person table
Associate Planner	O-3	1	12	x	10	120	2 person table
Assistant Planners	WS-1	2	13	x	8	188	Space for drawing layout
Building							
Building Official	O-3	1	10	x	12	120	Need standing stations
Building Inspectors	WS-1	3	12.5	x	8	281	1 new proposed 2016
Admin/Electric Conservation							Admin Dept but near Planning
Electric Conservation Analyst	WS-1	2	12.5	x	8	188	Webinars, equip storage, dwgs
Electric Management Analyst	WS-1	1	12.5	x	8	94	
Total 2021 Staff Spaces		20					
Shared Spaces							
Front Counter		1	5	x	16	80	2 techs+computers, customers
Lobby/Waiting		1	10	x	18	180	
Plan Review	WS-3	1	7.5	x	10	75	Fire Marshall, standing station
Plan Intake	WS-3	1	7.5	x	10	75	Near counter
Flex/Intern/Minutes Station	WS-3	1	7.5	x	10	75	Focused work away from noise
12 Person Conf. Room		1	10	x	24	240	Pre-Apps, dividable, near lobby
Copy Room	O-7	1	12	x	10	120	Shared with PW
Archive/Dwg/File Storage		1	20	x	28	560	Recommend compact system. Excludes 100sf at ComCtr.
Sub-Total						3513	
Circulation Factor				30%		1054	
TOTAL AREA 2021			4566				

2031 Projected Space Data						
Building	WS-1					
Building Inspectors		1	12.5	x	8	94
Total 2031 Staff Spaces		1				
Sub-Total						94
Circulation Factor				30%		28
TOTAL AREA 2031			4688			

Public Works Department

Public Works management and engineering staff are located at the Community Development building. Public Works staff oversee City infrastructure, maintain utility locations, manage design and construction projects, issue right-of-way permits and maintain GIS maps. Staff participate in pre-application conferences and other front counter interactions with the public but typically less than Community Development staff. Staff need access to both digital and hard copy maps for collaboration and use, particularly when digital access is unavailable such as an electrical outage or seismic event. The program includes a Map Library area (open or enclosed) that accommodates map and document flat file storage, pin-up area, and space for small meetings or collaborative reviews. Public Works shares a large copy room with Community Development and needs a separate, smaller area for plotting and copying. If City Hall is outfitted with compact storage, some of Public Works archives could be digitized or relocated, and some of the current archive space could be used for future office or meeting space.

Staff frequently use existing showers and changing rooms. Showers are included in the program and need improved changing accessories (benches and hooks) and separate access to lockers when showers are in use.

The program includes future growth for an Engineering supervisor or Project Manager, and an engineer. In the near future Public Works anticipates intern assistance, and the program accommodates two small or a larger shared intern workstation area.

2021 Projected Space Data								
Program Space	Space Type	Qty	New Size			NSF Area	Remarks	
PW Engineering								
Director Of Public Works	O-1	1	15	x	18	270	4 person table	
Senior Engineer	O-3	1	12	x	10	120	2 person table	
Admin. Supervisor	O-3	1	12	x	10	120	2 person table	
Engineering Services Mgr.	O-3	1	12	x	10	120	2 person table	
GIS Manager	O-3	1	12	x	10	120	2 person table	
Admin. Staff	WS-3	2	7.5	x	10	150	1 nr Dir + Spvsr, 1 nr counter	
Engineering/PM	WS-1	5	12.5	x	8	469	Inspection, Traffic, Survey	
Flex/Interns	WS-3	2	7.5	x	10	150	Near-term future	
GIS Division	WS-1	2	12.5	x	8	188		
Water Conservation	WS-1	2	12.5	x	8	188		
Total 2021 Staff Spaces		18						
Shared Spaces								
Front Counter	G-1	1	5	x	8	40	tech+computer, customers	
6 Per. Conf. Room		1	12	x	10	120	Pre-Apps, near lobby	
Maps/Document Library		1	12	x	14	168	Dwg storage, table, pin-up, mtg	
Plotter/Copy Area		1	8	x	10	80	Large plotter, paper storage	
Archive/Dwg/File Storage		1	18	x	20	360	Recommend compact system	
Restrooms with Showers							Included in Common Areas	
Sub-Total						2662		
Circulation Factor				30%		799		
TOTAL AREA 2021							3460	

2031 Projected Space Data						
PW Engineering						
Engineering/PM	WS-1	2	12.5	x	8	188
Total 2031 Staff Spaces		2				
Sub-Total						188
Circulation Factor			30%			56
TOTAL AREA 2031						3704

Common Areas

Many of the City's common areas, particularly those in City Hall, are undersized, poorly organized, and create distractions for staff. Redesigned common areas should improve efficiency and collaboration, and reduce disruption.

Current meeting space in City Hall is significantly undersized. The program proposes all meeting rooms be shared throughout the City, but at least one meeting room is located adjacent to or within each department. A larger, flexible public meeting room is included with an adjacent storage room for furnishings.

The current main copy/mail room can remain shared but is undersized. The program proposes additional counter space for collating Council packets and LUBA records.

All restrooms in City Hall are located immediately adjacent to workspaces. Future restrooms need some degree of separation and acoustic isolation. Showers currently exist in Community Development and are well used; a future building needs to maintain showers and separate lockers from the shower area.

A Lactation/Quiet Room is provided for nursing mothers and staff who need a temporary quiet space (migraines, etc.).

The City Hall Breakroom is significantly undersized and open on two sides which effectively makes it a corridor. The openness combined with its central position makes it disruptive for adjacent staff, and the corridor condition makes it disruptive to staff using it as a breakroom. A future Breakroom should be acoustically separated from adjacent workstations and be large enough to accommodate multiple groups.

Space Data							
Program Space	Space Type	Qty	New Size			NSF Area	Remarks
Women's Restrooms	G-1	2	16	x	8	256	2 stalls each
Men's Restrooms		2	16	x	8	256	2 stalls each
All Gender Restrooms		2	5	x	8	80	Shared with Public
Shower Rooms		2	5	x	8	80	Benches. Lockers in restrooms
Lactation/Quiet Room		1	8	x	10	80	Sink, dorm fridge, comfort chair
Lobby		1	12	x	18	216	Adj to UB cashiers
Entry Vestibule		1	8	x	10	80	Weather protection, flyers
Breakroom		1	18	x	22	396	Split if depts not consolidated
Coffee Point		1	4	x	6	24	Alternate floor than breakrm
Copy / Mail Room		1	15	x	20	300	Shared, collating island, plotter
							Replaces rented units (\$5K/Yr).
File / Archive Storage		1	25	x	30	750	Recommend compact system
50-90 Person Conf. Room		1	25	x	36	900	Public meetings
50-90 Person Conf. Storage		1	4	x	8	32	Furnishings
Police Contact Station	1	14	x	20	280	Exterior access, public counter	
Shared Spaces in Departments							
6 Person Cust Serv Conf Rm		1	10	x	12		Near Entry & Utility Billing
							Near Com Dev & Public Wks
6 Person Conf. Room		1	10	x	12		
8 Person Conference Room		1	12	x	12		Near Admin
8 Person Law Library/Conf Room		1	14	x	14		Near Legal & Admin
8 Person Training/Conf Room		1	12	x	12		Near Finance & Accounting
12 Person Dividable Conf Room		1	10	x	24		Near Com Dev & Public Wks
Sub-Total						3730	
Circulation Factor						20%	746
TOTAL AREA 2021			4476				

Feasibility Options

Seven options (Options 4 and 5 have multiple variations) were explored on three sites, each with a different set of opportunities and constraints. The intent of the explorations was to identify significant design issues and determine if the options were feasible. Five of the options provided sufficient space to accommodate the program area, were deemed feasible, and cost modeled.

Each of the options includes a list of unique considerations and a set of floor plans showing the number of levels, the available area on each level, and context at the ground level.

Option 1 - City Hall Expansion, New Construction

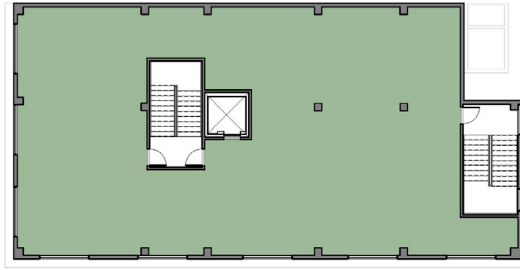
Option 1 consolidated City Hall and Community Development departments on the City Hall site with all new construction. To maximize building area on the site, the option included a new basement (for storage or other non-office functions) and four additional floors, resulting in a maximum area of 18,500 SF. Because this was nearly 25% less area than needed, this option was deemed unfeasible.

Option 1 Considerations:

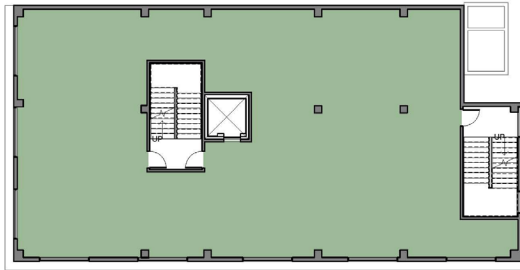
- Area needed: approx 24,400 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels all new construction to current building code
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Inadequate parking for public visitors and staff
- City Hall within Hosler Dam inundation zone

Finding:

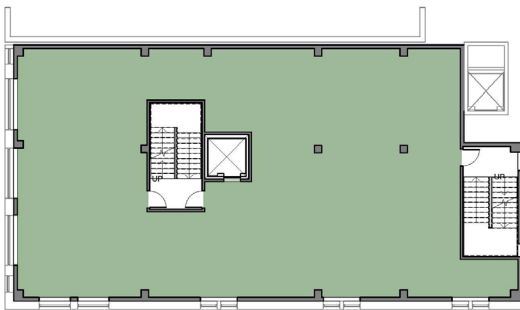
This option is considered unfeasible due to inadequate area.



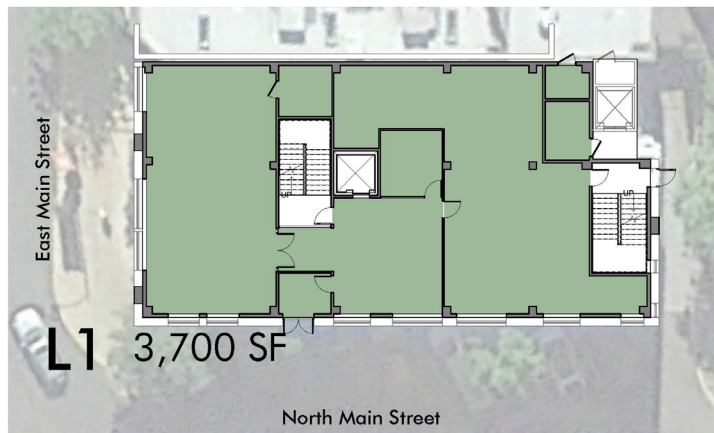
L4 3,700 SF



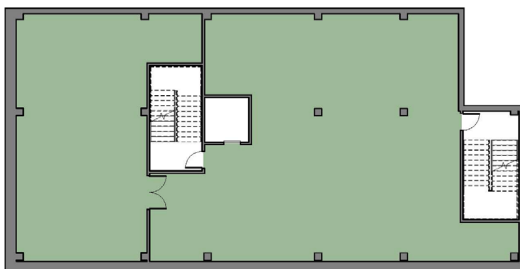
L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF - Storage

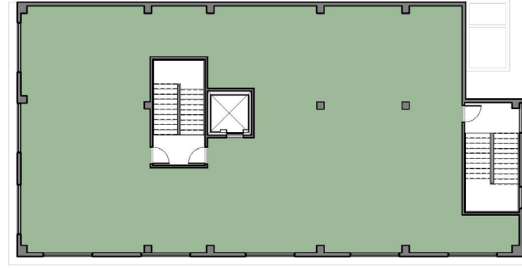
Option 2 - City Hall Expansion, Preserve Historic Features

Option 2 consolidated City Hall and Community Development departments on the City Hall site with mostly new construction, but preserved the majority of north and west walls to maintain the building's historic features.

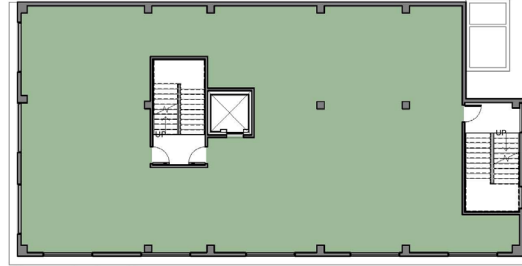
- Area needed: approx 24,400 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels to current building code
- Preserve historic north & west walls
- 2 lower levels mostly new construction, upgrade structure of historic walls
- 2 upper levels all new construction
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Historic preservation honors history, increases construction duration and cost
- Inadequate parking for public visitors & staff
- City Hall within Hosler Dam inundation zone

Finding:

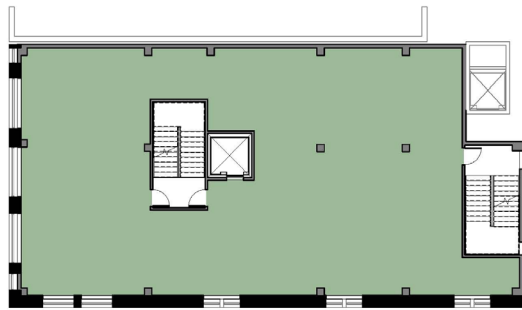
This option is considered unfeasible due to inadequate area.



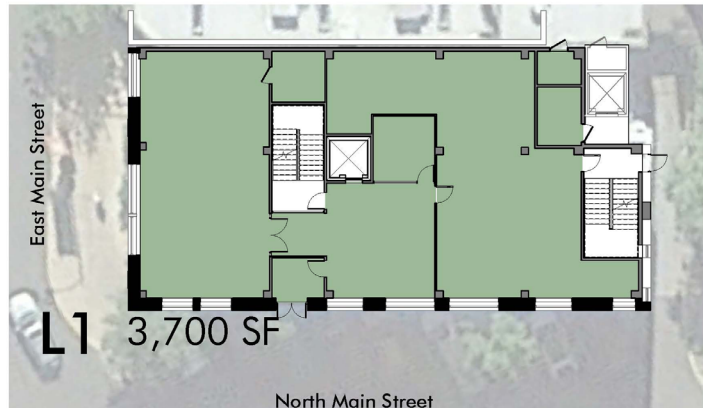
L4 3,700 SF



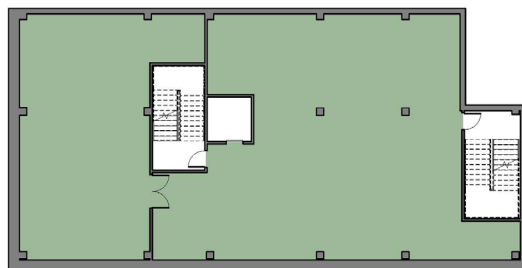
L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF

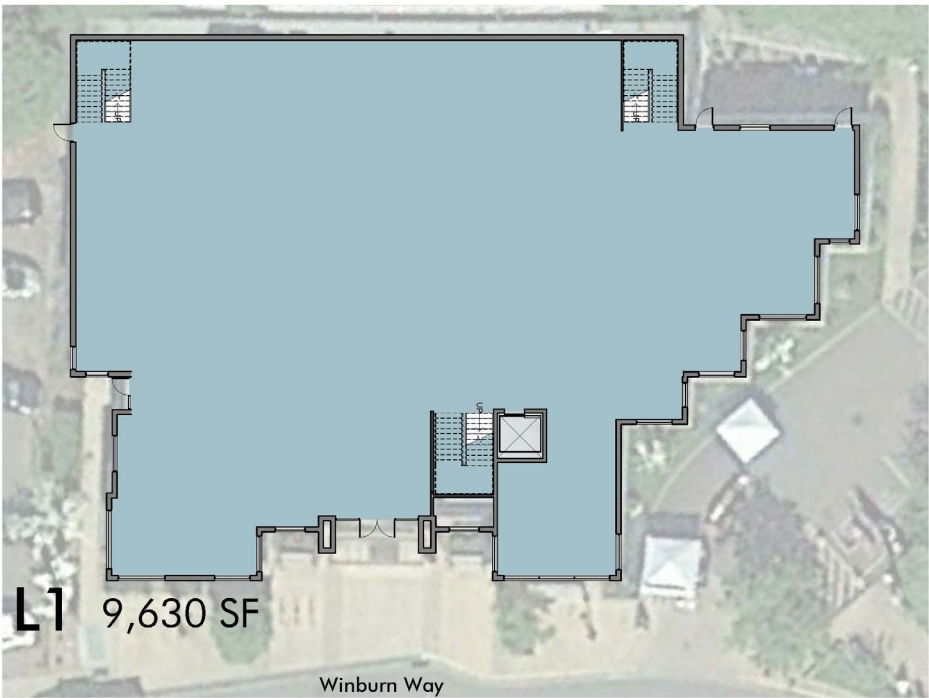
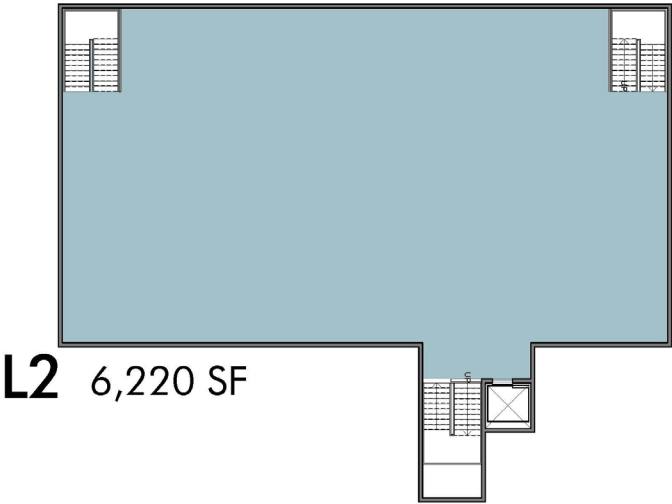
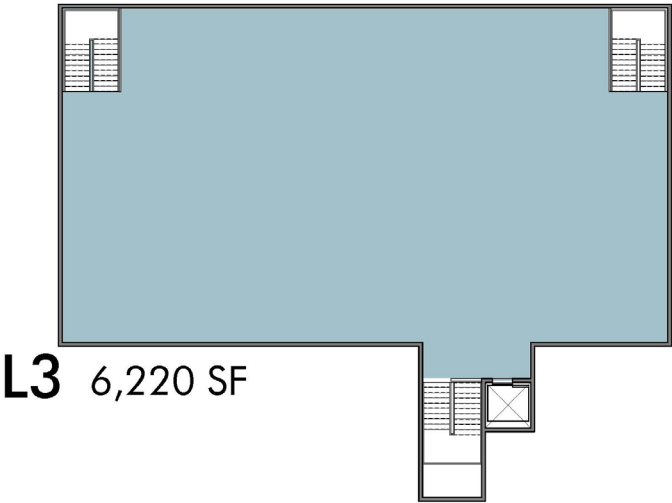
Option 3 - Community Development Expansion

Option 3 consolidated City Hall and Community Development departments on the Community Development site. The original structure was the Hillah Temple, renovated in the 1990s to accommodate City functions with additions along the north and east sides. This option maximized the use of the existing building's original Hillah Temple structure and expanded the building an additional two levels to provide the needed area.

- Area needed: approx 24,400 SF
- Area available: approx 22,070 SF
- Maintain existing first floor plus 2 new levels
- Consolidation enhances public convenience & governmental efficiency
- Larger floorplate increases usable space & flexibility
- Maintain location of Community Development functions
- Maintain existing off-street parking & recycling area
- Maintain existing public access to Alice Peil Walkway & public restrooms
- Move City Hall functions to Community Development site
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Requires temporary staff relocation during construction
- Community Development within Hosler Dam inundation zone
- Inadequate parking for public visitors and staff

Finding:

While this option offers slightly less area than the optimal area needed, the larger floorplate provides an opportunity for more useable area and a more efficient layout. This option is considered feasible.



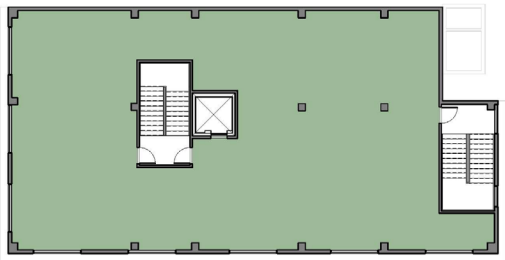
Option 4: City Hall Expansion + Community Development Reconfiguration

Option 4 maintained both existing buildings by expanding City Hall (with a basement plus three floors) and reconfiguring the Community Development building. This Option can be implemented as Option 4A (all new construction at City Hall), or Option 4B (preserving the two historic walls).

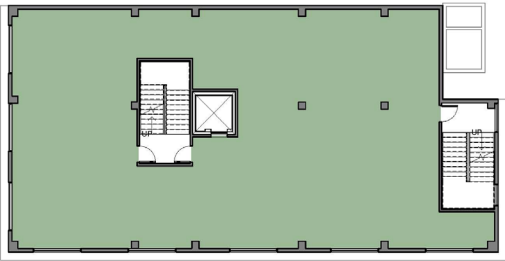
- Area needed: approx 24,400 SF
- Area available: approx 24,500 SF
- At City Hall provide basement plus 3 levels, can be new construction or preserve historic walls
- Provide minor reconfiguration of Community Development for future growth
- Maintains dispersed city services, not as efficient for staff productivity
- Maintains ownership of both buildings
- Maintains location of City Hall & Community Development functions
- Relocate large meeting room, leased storage spaces, and majority of Community Development archives to City Hall
- Only City Hall requires temporary staff relocation during construction
- Downtown construction may impact tourism and traffic flow
- City Hall and Community Development are within Hosler Dam inundation zone
- Inadequate parking for public visitors & staff

Finding:

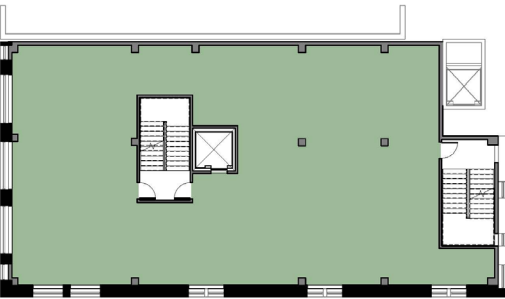
This option is considered feasible.



L4 3,700 SF



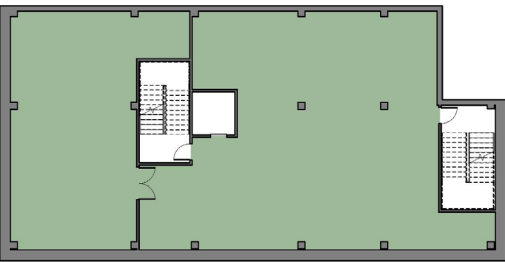
L3 3,700 SF



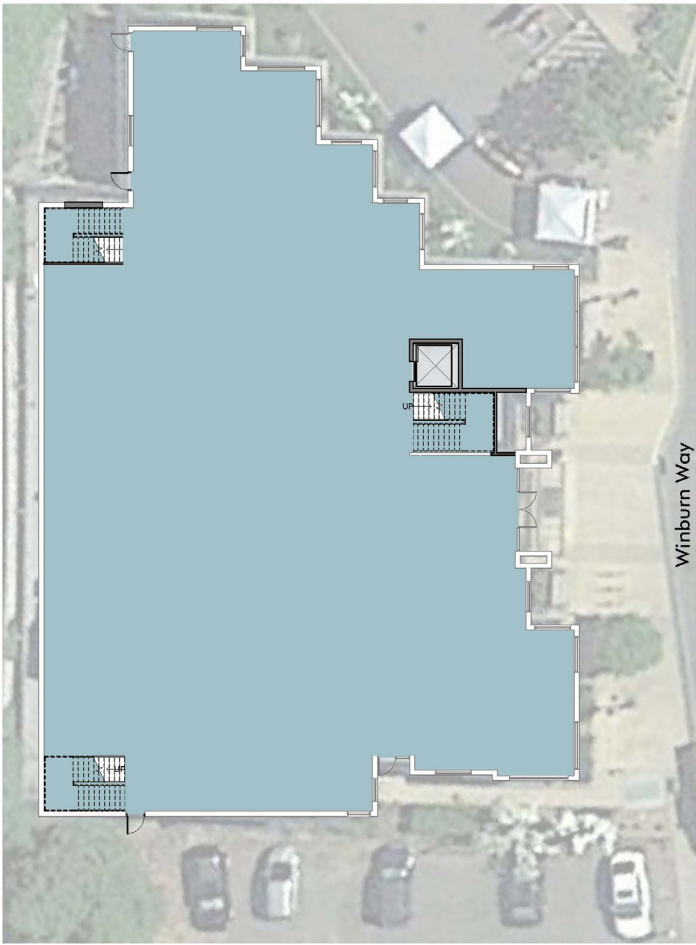
L2 3,700 SF



L1 3,700 SF



L0 3,700 SF



L1 9,630 SF

Option 5: New Construction at Lithia Way & North Pioneer

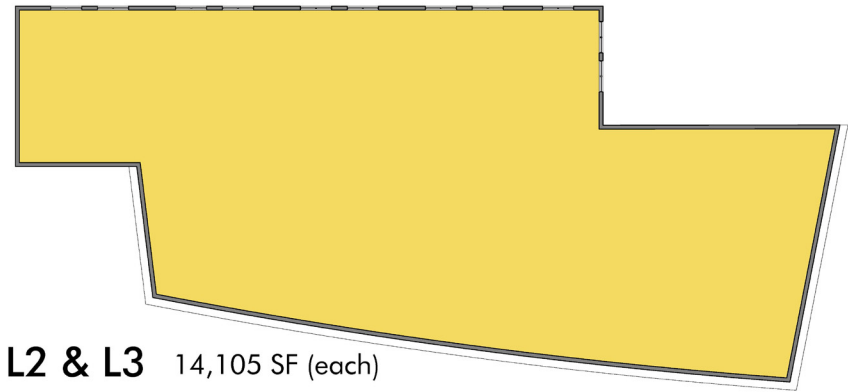
Option 5 consolidated City Hall and Community Development departments on the Lithia Way and North Pioneer site with all new construction including some surface parking spaces and some underground parking spaces. This option can be implemented as Option 5A (with one level of underground parking to satisfy zoning code requirements), or Option 5B (with two levels of underground parking to satisfy the zoning code and provide additional public parking).

- Area needed: approx 24,400 SF
- Area available: approx 26,135 SF
- New 2 level building w/ 2 levels of underground parking
- Consolidation enhances public convenience & governmental efficiency
- Largest floorplate increases useable space & flexibility
- Maintains existing public parking
- Reduces downtown parking demand by providing code required parking for new building
- Access easement to adjacent property
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Sell Community Development Building to offset project costs
- Eliminates temporary staff relocation during construction
- Site outside of Hosler Dam inundation zone

Finding:

This option is considered feasible. Due to it's large floorplate it offers organizational flexibility and the option to build another level for multi-use or future expansion.

Because of it's zoning, parking is required. An access easement to the adjacent multi-use building for access and egress requires underground parking to maximize the use of the site. Parking quantity can be provided at the code minimum (surface parking plus one level underground parking) or with an additional level of public parking.



L2 & L3 14,105 SF (each)



L1 12,030 SF



LB1 & LB2 18,050 SF (each)

The project sought public involvement through an Open House, and digitally through Open City Hall on the City's website. The involvement plan was designed to share project information through both mediums in a similar fashion, gather input, and present information to the Mayor and City Council.

The Open house was advertised on Jefferson Public Radio, announced at a City Council meeting, and flyers were posted at City Hall, Community Development, the Plaza announcement board, and the Ashland Food Co-op. Approximately 65 people attended the open house, heard a presentation on the space needs and design options, had an opportunity to ask questions, and comment cards were provided for those who preferred to write their opinions.

For both the Open House (in person) and Open City Hall (digital), participants were asked to indicate their top design priorities and indicate a preferred approach regarding project costs. Eight design priorities were provided, and additional priorities could be added by participants. The eight priorities were:

Building Safety – City Hall will be designed to comply with current structural codes to safeguard staff and the public.

Public Access – The design will provide convenient, universal access to core customer services for the public.

Centralized Services – The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.

Parking Availability – City Hall will incorporate some timed parking spaces to accommodate public customers.

Energy Efficient – The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.

Historic Preservation – Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.

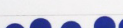
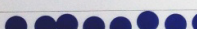
Workplace Efficiency – City Hall workspace will be designed for staff productivity, flexibility and customer service.

Aesthetically pleasing – The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.

At the Open House, three additional priorities ("Not a Priority", "Stay On Plaza", and "Move Off Plaza") were added during the presentation as a result of live discussion, and participants marked their top priorities with dot stickers. The first priority was Energy Efficiency, the second was Stay On Plaza and Move Off Plaza (tied), and the third was Public Access.

Ashland City Hall Feasibility Study

Priority Input

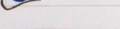
	Building Safety City Hall will be designed to comply with current structural codes to safeguard staff and the public.
	Public Access The design will provide convenient, universal access to core customer services for the public.
	Centralized Services The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.
	Parking Availability City Hall will incorporate some timed parking spaces to accommodate public customers.
	Energy Efficiency The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.
	Historic Preservation Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.
	Workplace Efficiency City Hall workspace will be designed for staff productivity, flexibility and customer service.
	Aesthetically Pleasing The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.
	NOT A PRIORITY
	STAY ON PLAZA
	MOVE OFF PLAZA

DRW ARCHITECTURE

Priority Board 1

Ashland City Hall Feasibility Study

Priority Input

	Building Safety City Hall will be designed to comply with current structural codes to safeguard staff and the public.
	Public Access The design will provide convenient, universal access to core customer services for the public.
	Centralized Services The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.
	Parking Availability City Hall will incorporate some timed parking spaces to accommodate public customers.
	Energy Efficiency The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.
	Historic Preservation Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.
	Workplace Efficiency City Hall workspace will be designed for staff productivity, flexibility and customer service.
	Aesthetically Pleasing The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.
	NOT PRIORITY
	LOCATE OFF PLAZA
	LOCATE ON PLAZA

DRW ARCHITECTURE

Priority Board 2

Priority Boards

To accommodate several dozen attendees, two identical boards were used for the dot exercise. Please note: the order of additional write-in priorities are listed differently on the boards.

Open House Priority Dot Summary:

• Energy Efficiency	14
• Locate Downtown	12.5
• Locate Out of Downtown	12.5
• Public Access	12
• Aesthetically Pleasing	9
• Historic Preservation	8
• Not a Priority	7
• Centralized Services	5
• Building Safety	4
• Parking Availability	4
• Workplace Efficiency	3

For both the Open House (in person) and Open City Hall (digital), participants were asked how project costs influenced their project priorities by selecting one of three cost statements:

My priority ranking would not change due to cost. My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

At the Open House, participants marked their preferred approach with a dot sticker. The top statement selected was "My priority ranking would not change due to cost". A record of general discussion is included in the appendix, along with a transcription of comment cards.

Open City Hall experienced 139 visitors and gathered 28 responses. Responders ranked the eight priorities in order of importance, with an option to write in additional priorities as "Other" and provide open-ended comments. Top priorities through Open City Hall were Building Safety, Other (a variety of responses), and Energy Efficiency. The top cost statement selected was "My priority ranking would not change due to cost". A report generated by Open City Hall showing all input is included in the appendix.

Ashland City Hall Feasibility Study

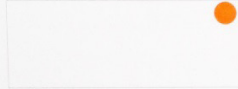
Cost Input

My priority ranking would not change due to cost



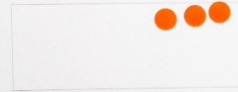
My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost.



While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings.



I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.



Cost Board 1

Ashland City Hall Feasibility Study

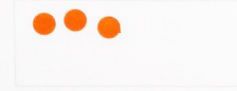
Cost Input

My priority ranking would not change due to cost



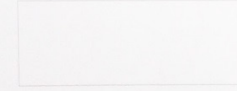
My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost.



While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings.



I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.



Cost Board 2

Cost Boards

To accommodate several dozen attendees, two identical boards were used for the dot exercise. Please note: the order of additional write-in priorities are listed differently on the boards.

Open House Cost Dot Summary:

- My priority ranking would not change due to costs. 15
- My priority ranking should be balanced based on cost. 4
- Cost should trump my rankings. 3

Cost Model

Feasible options (Options 3, 4A, 4B, 5A, and 5B) were cost modeled in collaboration with Adroit Construction. Costs included construction, moving, temporary offices and utilities for options that required temporary displacement of City staff during construction, and estimated escalation to 2021. Cost models were established on a cost per square foot basis for an assumed level of quality and unique factors specific to each option such as a constrained site, protecting portions of the existing building, structured parking, and others.

Design Assumptions

- Exterior materials of brick veneer, some storefront and curtain wall, moderate civic features (e.g. wood soffit), solar panels on roof.
- Structure for standard options is steel, complying with OSSC standard building code (not Essential Facility). Structural alternate includes surcharge for upgrading to essential facility.
- Interior materials similar to class A office space.
- For option 5 underground parking, can be fireproofed steel or concrete, and ventilated.
- For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown (as an alternative, modulares cost \$2/SF/Mo to deliver, set with jacks, and stair or ramp).
- For temporary utilities, assume \$2/SF/Month for heat/cool, power, phones, water, sewer.
- Escalation estimated at 10% per year (compounded). For 2021, construction cost established at 2019.
- Assume 2000 SF of compact storage.

Cost Modeling Assumptions

- Solar allowance calculated as 1.5% of Construction Subtotal.
- Construction Contingency calculated as 5% of Construction Subtotal.
- All labor rates based on prevailing wages.
- \$75 / SF assumed for seismic renovation & finish improvements at Community Development.
- \$350 / SF assumed for 2nd & 3rd floor level additions at Community Development.
- \$225 / SF assumed for basement construction at City Hall.
- \$325 / SF assumed for new Civic level construction at City Hall and N. Pioneer.
- \$385 / SF assumed for new Civic level construction combined with preserving exterior walls (North & West) at City Hall.
- \$65 / SF assumed for interior reconfiguration at Community Development.
- \$55 / SF assumed for modest interior reconfiguration at Community Development.
- \$35,000 / parking stall assumed for underground parking structure with deep excavation, shoring, and ventilation.
- Move costs based on professional mover (insured, prevailing wages) of \$1.5/SF per move.
- Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs.

	Option 3: Community Development	Option 4A: City Hall (new) & Comm Dev (some int)	Option 4B: City Hall (historic) & Comm Dev (some int)	Option 5A: Lithia + Pioneer, 20 parking + 50 UG	Option 5B: Lithia + Pioneer, 20 parking + 100 UG
New Area SF	12,440	14,800	14,800	26,135	26,135
Renovated Area SF	9,630	3,000	3,000	0	0
Total Area SF	22,070	17,800	17,800	26,135	26,135
Parking Area SF	None	None	None	25,795	43,815
Construction Time (Months)	11	15	15	16	18
Move Time (Months)	1	1	1	1	1
Total Time (Months)	12	16	16	17	19
Building Cost	\$5,080,000	\$4,640,000	\$5,280,000	\$8,500,000	\$8,500,000
Parking Cost	\$0	\$0	\$0	\$2,210,000	\$4,130,000
Construction Cost Subtotal	\$5,080,000	\$4,640,000	\$5,280,000	\$10,710,000	\$12,630,000
Solar Cost (1.5%)	\$77,000	\$70,000	\$70,000	\$161,000	\$161,000
Construction Contingency (5%)	\$254,000	\$232,000	\$264,000	\$536,000	\$632,000
Total Construction Cost	\$5,411,000	\$4,942,000	\$5,614,000	\$11,407,000	\$13,423,000
Temporary Space (Rent)	\$174,000	\$72,000	\$72,000	\$0	\$0
Temporary Space Utilities	\$41,000	\$17,000	\$17,000	\$0	\$0
Moving (Out + In)	\$34,000	\$21,000	\$21,000	\$22,000	\$22,000
Other Soft Costs (30%)	\$1,624,000	\$1,483,000	\$1,685,000	\$3,423,000	\$4,027,000
Sell Community Development	\$0	\$0	\$0	-\$2,500,000	-\$2,500,000
Total Cost 2016	\$7,284,000	\$6,535,000	\$7,409,000	\$12,352,000	\$14,972,000
Total Cost 2021	\$9,520,000	\$8,541,000	\$9,684,000	\$16,144,000	\$19,568,000

Appendix 1	Public Involvement Conference Report Pages AP1-1 to AP1-5
Appendix 2	Open City Hall Report Pages AP2-1 to AP2-32
Appendix 3	Structural Engineering Report Pages AP3-1 to AP3-5
Appendix 4	Department Bubble Diagrams Pages AP4-1 to AP4-9
Appendix 5	Space Standards Diagrams Page AP5-1 to AP5-10

CONFERENCE REPORT

CLIENT: City of Ashland
 PROJECT: Ashland City Hall Feasibility Study
 LOCATION: Pioneer Hall
 JOB #: 1619
 DATE: 09/15/16



UNLESS WRITTEN OBJECTION IS RECEIVED WITHIN SEVEN DAYS, WE ASSUME THE STATEMENTS CONTAINED HEREIN ARE ACCEPTED

I. Summary

Approximately 65 people attended a 90-minute Open House to help set priorities for the potential replacement or relocation of City Hall. Attendees included local business owners, neighbors, contractors, historical advocates, interested citizens, and city staff, and each attendee was given a set of dot stickers to share their input regarding priorities and cost.

Dave Kanner, City Manager, shared the process leading up to the current Feasibility Study, which included a previous City Hall location study (in the 1990s), a better understanding of the likelihood and magnitude of a Cascadia Fault earthquake, and a recent structural assessment and cost analysis of the existing City Hall completed by Miller Engineering, which served as a catalyst for considering options for the current Feasibility Study.

ORW presented the Feasibility Study work completed to date (identifying space needs of city functions in both City Hall and the Community Development building for planning milestones in 2021 and 2031, and exploring five feasibility options on three sites). ORW shared all options below but noted Options 1 and 2 were deemed unfeasible due to inadequate space.

- Option 1: consolidating City Hall and Community Development in a new building on the City Hall site (basement plus 4 levels).
- Option 2: consolidating City Hall and Community Development in a mostly new building on the City Hall site and preserving historic features such as the north and west walls (basement plus 4 levels).
- Option 3: consolidating City Hall and Community Development by reinforcing the original (Hillah Temple) portion of the existing Community Development building and adding two levels onto the Hillah Temple portion (3 levels).
- Option 4: expanding City Hall (3 levels, either all new or preserving historic walls), and reconfiguring Community Development building (no addition).
- Option 5: consolidating City Hall and Community Development functions into a new building at Lithia Way and N. Pioneer.

After seeing the options and discussing issues in a large group format, attendees were invited to share their input by placing a dot next to each of their top four priorities (eight priorities were provided and another three were added during the discussion), and to share input regarding cost by placing a dot next to one of three cost statements.

ORW shared the next steps of cost modeling feasible options and presenting all data to Council. Comment cards were provided for attendees who preferred to provide input in writing, and attendees were invited to review and share input on Open City Hall through the City's website (comments from cards and Open City Hall are provided at the end of this document).

II. General Discussion

Attendees were invited to ask questions or provide comments several times during the presentation. Discussion items and comments were:

1. Who developed the cost to seismically upgrade City Hall? It must be reinforced with \$100 bills and needs a second opinion or alternate approach. Response: Miller Engineering estimated costs from their previous study, and construction costs have escalated since the recession.
2. The City has been growing very slowly over the last two decades. Why does City staff need so much space when the city isn't experiencing rapid growth? Response: while the city has grown slowly, City services continue to increase which requires space.
3. I don't think reinforcing the existing or building a new City hall should be a City priority.
4. How tall would Option 3 be? Response: design work would be in a future phase if the project moves forward, but it would likely be in the range of 40-50 feet.
5. The City owns the City Hall building and it would need to be given back to the Helman family.
6. If occupants are moved out of City Hall but the City maintains ownership, don't move important archival materials back into the building. If archival documents are moved from rented storage units to one of the options within the Hosler Dam inundation zone, protect them from potential flooding or earthquake damage.
7. Part of what makes Ashland a charming, engaged town much like "Mayberry", is that the local seat of government is right downtown. City Hall should remain on the plaza.
8. City Hall should be located with the Service Center on East Main Street.
9. Construction on the plaza will disrupt traffic, parking, and tourism.
10. Option 5 looks like a large building. I'm concerned with a wind tunnel effect.
11. Can Option 5 accommodate additional levels? Response: yes, it could accommodate additional area (a few attendees noted a desire for affordable housing).
12. You've asked us for input on priorities and cost, but why can't we vote on the options? Response: Feasibility is before design starts; options may evolve and change

depending on community and council priorities. The design team is not making a recommendation for which feasibility option is ideal, but presenting all information to City Council.

13. LEED (Leadership in Energy and Environmental Design) is only one method of measuring green building. Have you considered others and does it need to be certified? Response: While there are other rating systems, LEED is the industry standard rating system for green building design, especially for public architecture. If the project progresses, green building measures and the rating system will be considered in a future design phase. The City has established that any option will include solar panels on the roof to the maximum degree available.
14. Option 5 (outside downtown) would free up parking downtown.
15. The Cascadia Fault is a major issue we need to address. We are overdue for a sizable earthquake and our City Hall should be fortified to withstand it.

III. Ashland City Hall Open House Comment Cards

Comment cards were provided for attendees wishing to provide opinions in writing. Below are verbatim transcriptions of all cards.

Mary Krystine: Although in 1993 I agreed that City Hall needed to stay on plaza, 23 years have passed & other neighborhoods have developed. East Main would be a fine place for City Hall—perhaps it would be even better! (We are no longer a 1 horse town)

Ken Silverman: The “grove” option should be brought back as an option. I don’t believe the demand to keep City Hall downtown is as strong today as it was—take a survey. I would “guess” that access & ease of parking are now high up on people’s list of priorities.

James Stephens: #1 Propose moving City Hall and all operational departments to the abandoned railroad property in the railroad district. #2 (Opt) move everything to the East Main St Property.

Jane Almquist co-owner Tree House Books on plaza: I am very concerned about more long-term construction in the downtown and the impact it would have on all of our small businesses. I would like the option of relocating to our city property on East Main to be reconsidered. It is the epicenter of our city and would be much more accessible to our community than our current downtown location overall.

Benefits to East Main location:

- Accessible
- Parking
- Less impact on businesses during construction
- Less obstructions during construction
- No need to relocate city hall staff during construction
- Not in the Hosler Dam inundation zone
- Could be along a public transit route in the future utilizing rails, etc.

Ron Roth: Cost is a huge issue, especially considering that the city still owes more than \$10 million for AFN debt. The city should not plan any large projects until AFN debt is retired.

Anonymous: Our city council has moved forward on a couple of projects which have negatively impacted our City as a whole aesthetically and/or functionally

1. Plaza redesign—council ran rough shod
2. Road diet—rarely observe bikers using new lanes—but does hamper traffic

We need parking and good look at benefit for all regardless of whether Ashland gets its name up in lights.

Marilyn Briggs: The current site for City Hall must not be changed! City Hall site on property donated by the Helman family for perpetual use in that capacity. Any attempt to ignore this land gift obligation is unethical. Furthermore, good city planning dictates that the principle city edifice be located at the core of the city, which is our plaza. Remodel or start over. Space could be gained by a 3rd story and by extending the 2nd & 3rd floors over the existing driveway. The current planning/engineering building works well as is; there is no need to incorporate its functions into one massive structure. I was active in this same study in the early 1990's. There are wheel-barrows full of documentation that still exist, and it would be wise for newcomers to the problem to look into that earlier work.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

All Registered Responses sorted chronologically

As of September 28, 2016, 3:10 PM



Open City Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open City Hall is voluntary. The responses in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

All Registered Responses sorted chronologically

As of September 28, 2016, 3:10 PM

<http://www.peakdemocracy.com/3956>

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

As of September 28, 2016, 3:10 PM, this forum had:

Attendees: 139

Registered Responses: 28

Hours of Public Comment: 1.4

This topic started on September 6, 2016, 9:10 AM.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Responses

Please start by selecting your first, top priority:

Average Priorities

Building Safety

Other

Energy Efficient (LEED standard)

Public Access

Centralized Services

Historic Preservation

Aesthetically Pleasing

Parking Availability

Workspace Efficiency

If you prioritized Other, please specify here:

Answered 17

Skipped 11

access affordable all also any area ashland become building center community
cost do downtown existing from hall historic housing how
issues its more new only parking plaza priority project
public rebuilding services space t than then think time top up

Based on your priority ranking please select one of the following:

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

		%	Count
My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.		58.3%	14
My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.		20.8%	5
Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.		20.8%	5

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Bill Emery inside Ashland

September 20, 2016, 1:17 PM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Aesthetically Pleasing

Public Access

Other

If you prioritized Other, please specify here:

My preference is the proposed option number four (the two building solution), expanding and enhancing the existing city hall while retaining planning, building, and public works in its current location. From my perspective as a member of the Historic commission it is important to retain City offices on the plaza in a historic building to maintain a vibrant, healthy city center. It would be a mistake to allow the plaza area to become to become strictly a tourist destination.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Doug Viner inside Ashland

September 13, 2016, 1:01 PM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Workspace Efficiency

Public Access

Aesthetically Pleasing

Parking Availability

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Teresa Safay inside Ashland

September 9, 2016, 5:27 PM

Please start by selecting your first, top priority:

My Priorities

Other

Parking Availability

Centralized Services

If you prioritized Other, please specify here:

Please stop coming up with new and expensive ways to spend our tax dollars. This should not be a priority compared to so many othe issues

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Ivan` Collver inside Ashland

September 9, 2016, 2:21 AM

Please start by selecting your first, top priority:

My Priorities

Parking Availability

Public Access

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Thomas Vance outside Ashland

September 9, 2016, 1:44 AM

Please start by selecting your first, top priority:

My Priorities

Other

Building Safety

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

Lease Briscoe school from school district and make use of an appropriate and under utilized space. Reduce property taxes, fix our roads, hire more police and emergency staff, address traffic flow issues. Then and only then would I consider city hall structure changes a priority.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

D. Roxane Beigel-Coryell inside Ashland

September 8, 2016, 9:41 AM

Please start by selecting your first, top priority:

My Priorities

Energy Efficient (LEED standard)

Other

If you prioritized Other, please specify here:

The building should model sustainable building practices throughout design, construction and operation, not just in energy efficiency. This project is the perfect opportunity for the City to demonstrate its commitment to being a progressive community and addressing climate change.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Ken Gerschler inside Ashland

September 7, 2016, 8:03 PM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Historic Preservation

Aesthetically Pleasing

Energy Efficient (LEED standard)

Public Access

Centralized Services

Parking Availability

Workspace Efficiency

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Russ Silbiger inside Ashland

September 7, 2016, 5:46 PM

Please start by selecting your first, top priority:

My Priorities

Other

Public Access

Building Safety

If you prioritized Other, please specify here:

COST

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Nick David inside Ashland

September 7, 2016, 1:58 PM

Please start by selecting your first, top priority:

My Priorities

Centralized Services

Other

If you prioritized Other, please specify here:

A new building seems unnecessary. Do us a favor and buy the CoOp building, and sell them another plot of land for cheap.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Lynne Hasselman inside Ashland

September 7, 2016, 1:52 PM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Aesthetically Pleasing

Centralized Services

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

David Smith inside Ashland

September 7, 2016, 1:39 PM

Please start by selecting your first, top priority:

My Priorities

Other

If you prioritized Other, please specify here:

From my perspective there is no need for a new city administration building. Additionally, I believe there is more need for other things in this city. For example, changing the road diet back to allow a reasonable flow of traffic. It's very dangerous to get on that road most of the time that I try. Also, low income housing is a huge priority in my opinion.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Susan Yeagley inside Ashland

September 7, 2016, 12:09 PM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

Relocation or rebuilding City Hall ranks low on priorities for me. How about we come up with some solutions to the affordable housing issue and the homeless issue before we go buying a big new house for the city employees?!

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

James Martin inside Ashland

September 7, 2016, 11:09 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

That the city retain possession of the city hall property. Doesn't it revert to the family who donated it if it ceases to be the city hall?

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Chuck Keil inside Ashland

September 7, 2016, 10:40 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Historic Preservation

Aesthetically Pleasing

Energy Efficient (LEED standard)

Workspace Efficiency

Public Access

Centralized Services

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Kim Rooklyn inside Ashland

September 7, 2016, 10:38 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Aesthetically Pleasing

Workspace Efficiency

Centralized Services

Public Access

Energy Efficient (LEED standard)

Parking Availability

Historic Preservation

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Amy Titus inside Ashland

September 7, 2016, 9:56 AM

Please start by selecting your first, top priority:

My Priorities

Public Access

Aesthetically Pleasing

Energy Efficient (LEED standard)

Centralized Services

Historic Preservation

Workspace Efficiency

Building Safety

Parking Availability

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

David Helmich inside Ashland

September 7, 2016, 9:10 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

All of the above except parking and historic preservation. City Hall should be the center for emergency services and should be clear of the death trap of its current surroundings and accessible in a large earthquake or flood. A professional architect should undertake a site review based on alternatives ranging from distance from downtown, potential for colocation, etc. Any building being proposed should be no more than two stories-- Seismic issues requiring immediate building availability post-EQ and the cost for interior circulation should disqualify a potential site unless colocation is reduced. Pre-defining of possible sites is not in the public interest and is not transparent. The seismic design standard for City Hall should be "immediate reoccupancy" rather than Code minimum. Please hire an engineer that understands the difference and can perform.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Steve Fenwick inside Ashland

September 7, 2016, 9:10 AM

Please start by selecting your first, top priority:

My Priorities

Other

Building Safety

Public Access

Aesthetically Pleasing

Historic Preservation

Workspace Efficiency

Energy Efficient (LEED standard)

Parking Availability

Centralized Services

If you prioritized Other, please specify here:

I don't care if the services provided by City Hall remain at the Plaza; Winburn Way or The Grange area would also be fine. Freeing up parking at the Plaza would be useful. I do highly prioritize maintaining at least the facade of the existing building as part of the historical character of downtown Ashland.

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

LINDA ADAMS inside Ashland

September 7, 2016, 8:49 AM

Please start by selecting your first, top priority:

My Priorities

Historic Preservation

Building Safety

Energy Efficient (LEED standard)

Public Access

Aesthetically Pleasing

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Mat Marr inside Ashland

September 7, 2016, 8:48 AM

Please start by selecting your first, top priority:

My Priorities

Energy Efficient (LEED standard)

Centralized Services

If you prioritized Other, please specify here:

Affordable housing should be the top priority of the city, only after protecting our civil liberties.

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Larry Cooper inside Ashland

September 7, 2016, 8:33 AM

Please start by selecting your first, top priority:

My Priorities

Centralized Services

Building Safety

Parking Availability

Public Access

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Amy Stewart inside Ashland

September 7, 2016, 8:30 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

I do not think relocating or rebuilding city hall is a top priority in our city right now. There are better uses for our city money at this time.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Karen Horn outside Ashland

September 7, 2016, 8:22 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Parking Availability

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Vanessa Houk inside Ashland

September 7, 2016, 7:50 AM

Please start by selecting your first, top priority:

My Priorities

Other

Centralized Services

If you prioritized Other, please specify here:

Community space that is usable for all of our people. Your public access choice is not how I define public access.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Allan Goffe inside Ashland

September 7, 2016, 7:25 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Other

Historic Preservation

Workspace Efficiency

Centralized Services

Parking Availability

Public Access

Aesthetically Pleasing

Energy Efficient (LEED standard)

If you prioritized Other, please specify here:
project cost

Based on your priority ranking please select one of the following:

Cost should trump my ranking. I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

George Kramer inside Ashland

September 7, 2016, 7:19 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

Replacing city hall is simple NOT a priority project in any way shape or form and should be stopped before you waste any more money upon it.

Based on your priority ranking please select one of the following:

No response

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Chelsea North inside Ashland

September 7, 2016, 7:15 AM

Please start by selecting your first, top priority:

My Priorities

Building Safety

Parking Availability

Energy Efficient (LEED standard)

Historic Preservation

Workspace Efficiency

Public Access

Centralized Services

Aesthetically Pleasing

If you prioritized Other, please specify here:

No response

Based on your priority ranking please select one of the following:

My priority ranking should be balanced based on cost. While my top priorities are important, I would support a plan for a new City Hall that includes at least some of my top three priorities if a significant cost savings could be realized.

Priorities for City Hall

What are the most important priorities for the reconstruction or relocation of City Hall?

Claire Baker inside Ashland

September 7, 2016, 6:15 AM

Please start by selecting your first, top priority:

No response

If you prioritized Other, please specify here:

City Hall should remain downtown. I think Ashland has more pressing needs than this one.

Based on your priority ranking please select one of the following:

My priority ranking would not change due to cost. My top priorities are very important to me and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three priorities.

CIOTA ENGINEERING PC.

September 1, 2016

City of Ashland
Public Works Department
Ashland, OR 97520

Subject: Feasibility Study for City Hall Replacement Building

Purpose: This report is to provide the City of Ashland and ORW Architecture with adequate information for determining the most feasible option for the City Hall replacement building. The feasibility study includes five alternatives including 1) on site replacement of current City Hall, 2) on site replacement of City Hall with preservation of existing north and west facades, 3) expand Community Development Building, 4) moderate expansion of existing city hall with remodel of existing Community Development Building and 5) relocation and construction of new building.

Limitations: The following strategies and structural scenarios are preliminary and are based on the assumed building systems. The information provided herein is based on the RFP and referenced Scoping Document provided by the city and is for the exclusive use of the City of Ashland, ORW Architecture and their team.

SCENARIO #1: On Site Replacement of City Hall

Description: Existing building would be completely demolished with a new 4-story civic building constructed within footprint. Assumes steel framed building with concrete deck and cold form steel bypass framing.

Structural Strategy:

1. Roof Framing:
 - a) Metal roof deck over wide flange steel roof beams (10'-0" oc).
 - b) Steel columns at gridlines w/ wide flange girders (25'-0" oc).
2. 2nd, 3rd and 4th Floor Framing:
 - a) 5" composite concrete pan deck over wide flange steel beams (10'-0" oc).
 - b) 1/4" bent closure plate welded at entire perimeter, each level.
 - c) Steel columns at gridlines w/ wide flange girders (25'-0" oc).
 - d) Assume all composite beams have 3/4"x4" headed studs at 12" oc.
3. Lateral force resisting system:
 - a) Special Moment Resisting Frames (SMRF) or Concentrically Braced Frames (CBF).
 - b) Minimum two per side and an intermediate transverse frame line, full height.
 - c) Special inspection for steel construction per OSSC table 1704.3.

4. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete grade beam footings at perimeter and in line with all frames.
 - b) Interior isolated spread footings at steel column grids.
 - c) 5" slab on grade ground floor.
5. Building shell framing:
 - a) 6"-8" cold form steel by pass framing.
 - b) Deflection clips to building slab and/or beams.
6. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel stairs.
 - d) Mechanical screens or utilize by pass framing parapet.
 - e) Brick veneer cladding and seismic anchorage anticipated for 2-stories with panelized cladding incorporated above. (TBD by Architect)
 - f) Challenging site for construction staging and phasing due to proximity of existing structures and plaza public circulation. Braced within footprint possibility.

SCENARIO #2: On Site Replacement of City Hall with preservation.

Description: Existing building would be demolished while retaining the north and west unreinforced masonry walls (URM) for historic value. The new 4-story civic building would be constructed within footprint. Assumes two stories of concrete masonry unit (CMU) walls with wood or cold form steel (cfs) light framing above. Option includes basement.

Structural Strategy:

1. Roof Framing:
 - a) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc w/ 5/8" plywood sheathing.
 - b) Steel columns at gridlines w/ girder trusses.
 - c) Parapet incorporated into truss design or braced parapet wood frame walls.
 - d) Utilize parapet as mechanical screen.
2. 2nd, 3rd and 4th Floor Framing:
 - a) Open web TJL type joists at 16" oc.
 - b) Steel or wood girder beams at column grid lines.
 - c) Gyp-crete topping slab assumed over 7/8" floor sheathing.
3. Lateral Force Resisting System:
 - a) Upper two levels - 2x6 conventional wood shear walls or cfs.
 - b) Lower two levels - solid grouted reinforced CMU walls.
4. Preservation of existing URM north and west two story walls:
 - a) Construct new CMU wall directly behind URM walls for anchorage.

- b) Reinforce/stabilize URM with combination of heli-ties, epoxy anchors w/ screen tubes, fiber reinforced polymer (FRP). Extent and strategy is TBD. Potential in-situ brick and mortar testing to aid in design strategy.
 - c) Shoring of URM challenge during demo of existing building and construction of new building due to proximity of plaza and public circulation. Braced within footprint possibility.
 - d) Shoring will likely be specialized and performed by outside agency.
- 5. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete strip footings around east and south CMU walls.
 - b) Drilled helical piles (or equal) installed at close proximity to existing north and west URM walls with concrete grade beam spanning between for CMU wall bearing.
 - c) Interior isolated spread footings at steel column grids.
- 6. Basement option:
 - a) Concrete retaining walls.
 - b) Slab on grade basement floor.
 - c) Added steel columns, beams and floor joists over basement.
 - d) Location at minimum allowable horizontal distance from existing building and from URM walls as determined by soil type and Geotechnical Engineers direction.
- 7. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel and/or wood stairs.
 - d) Mechanical screens or utilize parapet framing.
 - e) Brick veneer cladding and seismic anchorage anticipated for 2-stories with panelized cladding incorporated above. (TBD by Architect)
 - f) Challenging site for construction staging and phasing due to proximity of existing structures and plaza public circulation.

SCENARIO #3: Expand Community Development Building.

Description: Retrofit existing Hillah Temple portion of the building for 2nd story addition. Includes demolition of existing roof and shortening of existing partially reinforced CMU walls. Includes demo and rebuild of existing front portion of building and replace with two story wood framed building.

Structural Strategy (Hillah Portion):

- 1. Roof Framing:
 - a) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc with 5/8" plywood sheathing.
 - b) Steel columns at single central gridline w/ steel or wood girder beams.
 - c) Perimeter steel beams.
- 2. 2nd Floor framing:
 - a) Open web TJL type floor joists at 16" oc.

- b) Steel columns at single central gridline w/ steel or wood girder beams.
- c) Perimeter wide flange steel beams inset from existing CMU.
- d) Gyp-crete topping slab assumed over 7/8" floor sheathing.
- 3. Existing CMU walls:
 - a) The retrofit will likely include cutting/shortening of existing walls to a determined height.
 - b) Filling all vacant cells with grout.
 - c) Potentially anchoring of wall to new steel framework and diaphragm via epoxy anchors.
- 4. Lateral Force Resisting System:
 - a) Existing CMU walls are inadequate for a 2nd story addition and to resist out of plane seismic forces. The retrofit will likely be new two story Concentrically Braced Frames (CBF) located just inside the CMU walls.
 - b) Two frames minimum each of four sides.
 - c) Special inspection for steel construction per OSSC table 1704.3.
- 5. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete grade beam footings at frames located at close proximity to existing wall strip footings.
 - b) Interior isolated spread footings at columns.
- 6. Building shell framing:
 - a) TBD. Depends on extent of expansion of existing Community Development Building.

Structural Strategy (Community Development Portion):

- 1. Roof Framing:
 - d) Low pitch pre-engineered trusses or open web TJL type roof joists at 24" oc with 5/8" plywood sheathing.
 - e) Beams and columns where required, typ.
 - f) Perimeter light frame stud walls. Wood or cfs.
- 2. 2nd Floor framing:
 - a) Open web TJL or BCI type floor joists at 16" oc.
 - b) Beams and columns where required, typ.
 - c) Perimeter light frame stud walls. Wood or cfs.
 - d) Gyp-crete topping slab assumed over 7/8" floor sheathing.
- 3. Lateral force resisting system:
 - a) 2x6 conventional wood shear walls or cfs.
- 4. Foundation (may vary due to Geotechnical requirements):
 - a) Continuous concrete strip footings.
 - b) 8" concrete stem wall or turned down thickened slab edge.
 - c) Isolated spread footing where required.
- 5. Other:
 - a) Steel canopies and marquee.
 - b) Elevator pit, shaft and hoist beam/columns.
 - c) Steel and/or wood stairs.
 - d) Mechanical screens or utilize parapet framing.

- e) Brick veneer cladding and seismic anchorage anticipated for 2-stories. (TBD by Architect).

SCENARIO #4: Moderate expansion of existing City Hall Building with remodel of existing Community Development Building.

Description: New 3-story civic building within footprint of existing building. Demolish existing City Hall. Remodel existing community development building with addition of entry stair.

Structural Strategy (New City Hall Building):

1. See Scenario #1 for Replacement of City Hall Building and Scenario #2 for preservation of facade option.

Structural Strategy (Remodel Community Development Building):

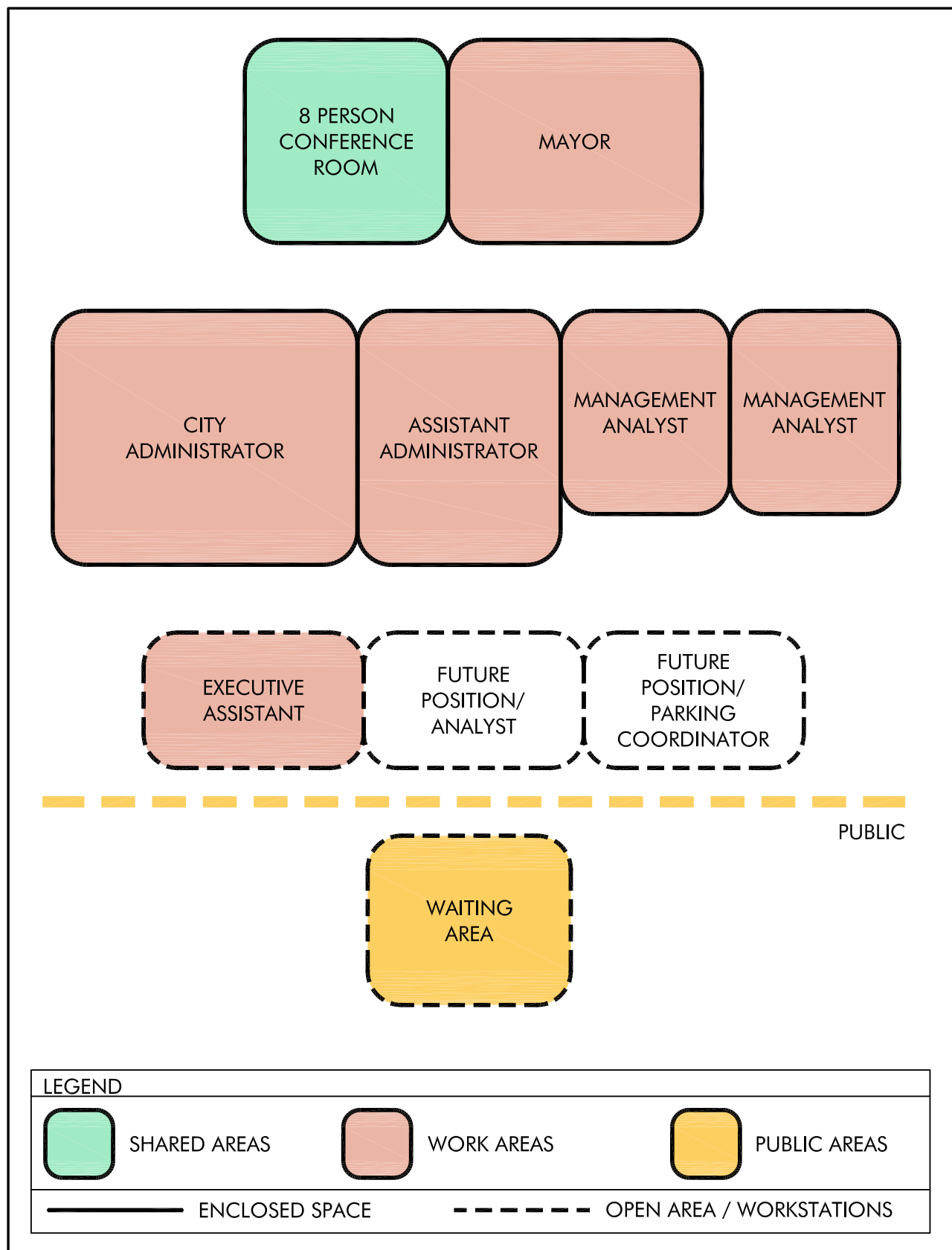
1. Entry Stairs:
 - a) Demo and shore existing portion of building at given location.
 - b) Install new post and beam or bearing wall support as required.
 - c) New steel stairs.
 - d) Steel frame work for interior stair volume and curtain wall support.
 - e) New spread footings.
2. Loft:
 - a) Possible upgrade to existing loft based on desired use of space.
 - b) Addition of loft at extents TBD.
 - c) New posts, beams, joist, footings.

SCENARIO #5: Relocation and Construction of new City Hall Building.

Description: Relocate City Hall to Lithia Way and North Pioneer. New 4-story building with underground parking.

Structural Strategy:

1. See Scenario #1 for Replacement of City Hall Building new construction.
2. Underground Parking:
 - a) Multiple level below grade parking structure.
 - b) Steel column and girder main structure.
 - c) Post tension or composite concrete decks.
 - d) Slab on grade bottom floor.
 - e) Retaining wall required separating upper street level parking from driveway down into parking structure. Maximum height approximately 20 feet.
 - f) Retaining structure likely to be a reinforced concrete wall system utilizing soil nails or tie backs. Geotechnical engineer to recommend.



ASHLAND CITY HALL

administration

03 AUGUST 2016

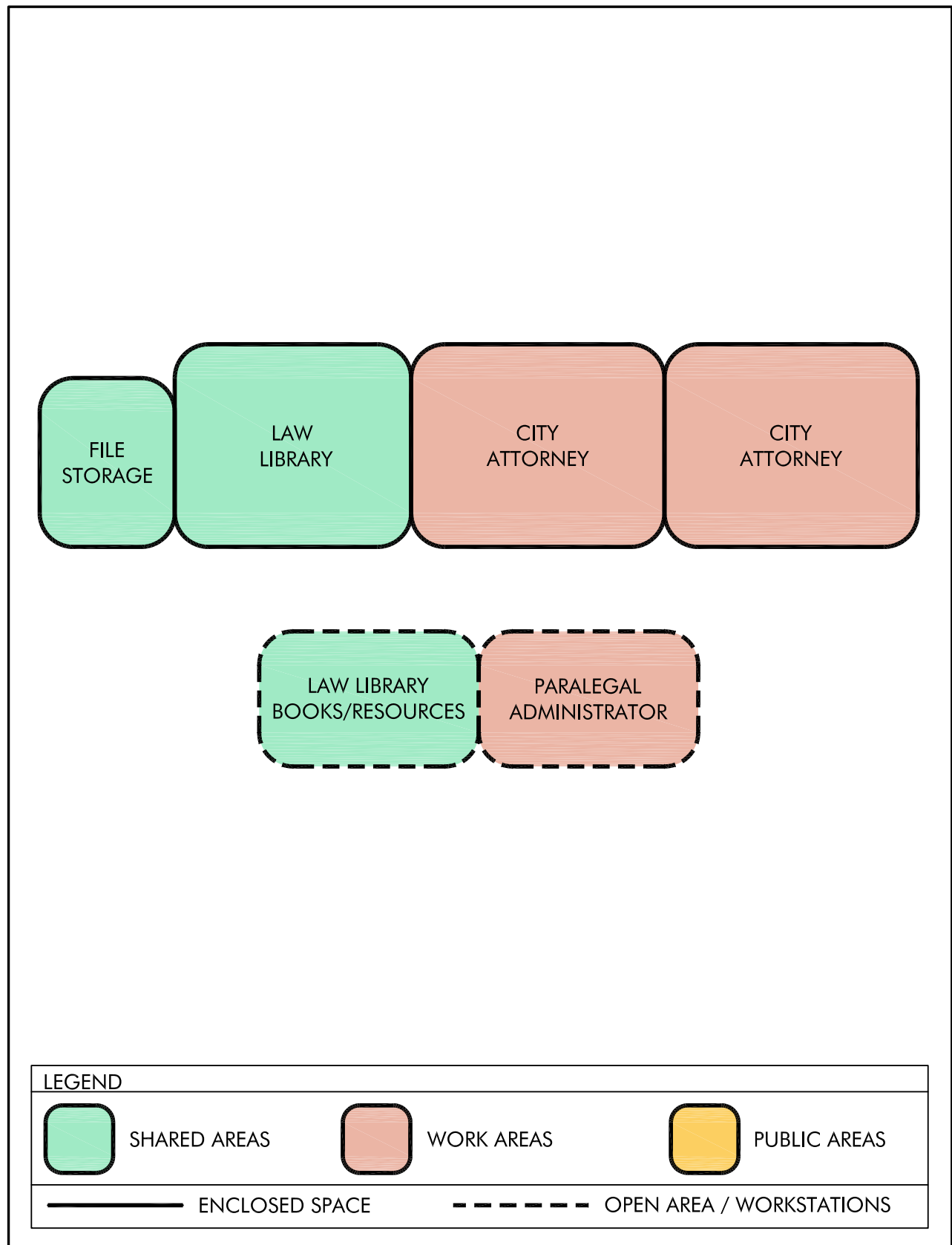


LEGEND		
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		 PUBLIC AREAS
 ENCLOSED SPACE		 OPEN AREA / WORKSTATIONS

ASHLAND CITY HALL

human resources

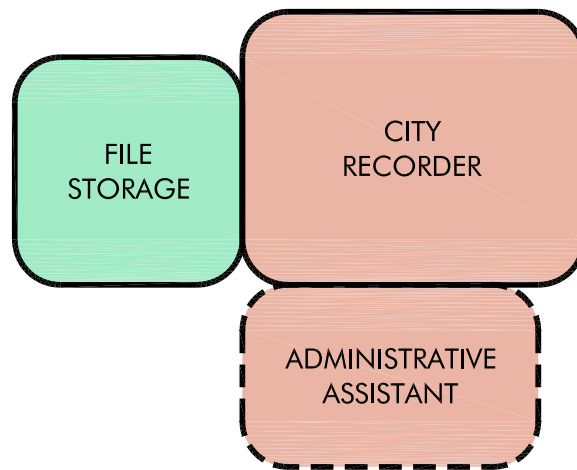
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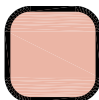


ASHLAND CITY HALL

legal

03 AUGUST 2016

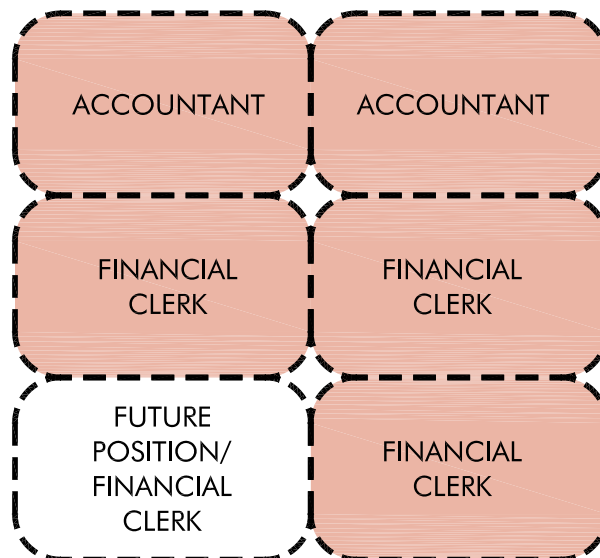
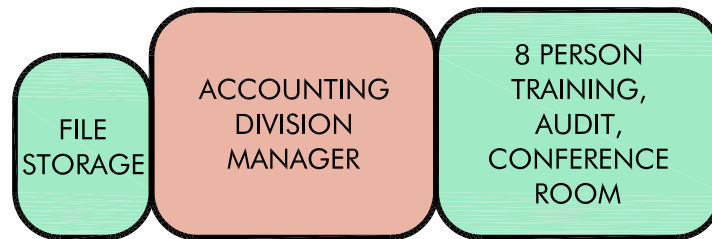


LEGEND			
	SHARED AREAS		WORK AREAS
			PUBLIC AREAS
 ENCLOSED SPACE		 OPEN AREA / WORKSTATIONS	

ASHLAND CITY HALL

city recorder

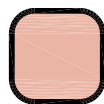
03 AUGUST 2016



LEGEND



SHARED AREAS



WORK AREAS



PUBLIC AREAS



ENCLOSED SPACE

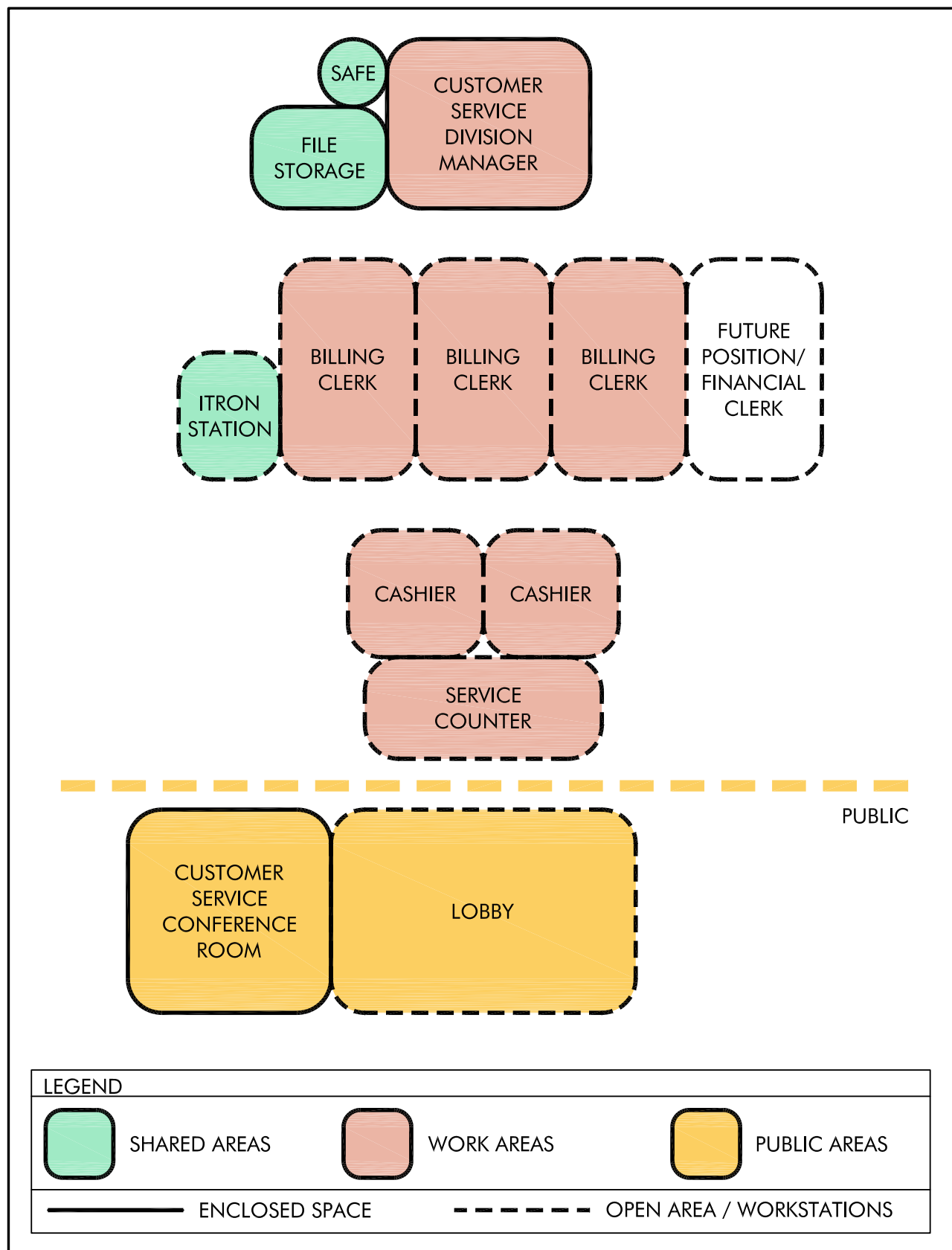


OPEN AREA / WORKSTATIONS

ASHLAND CITY HALL

accounting

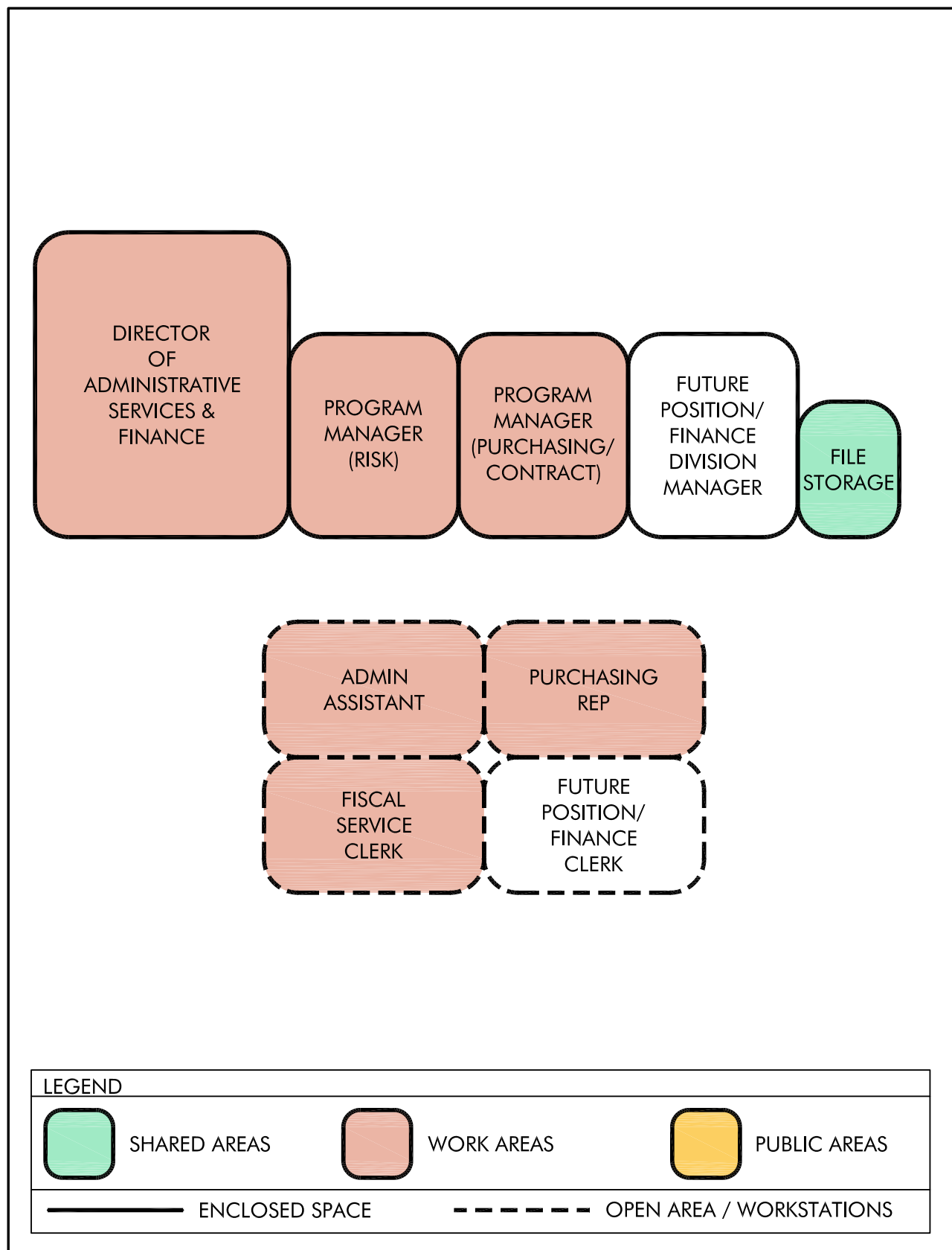
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utility billing

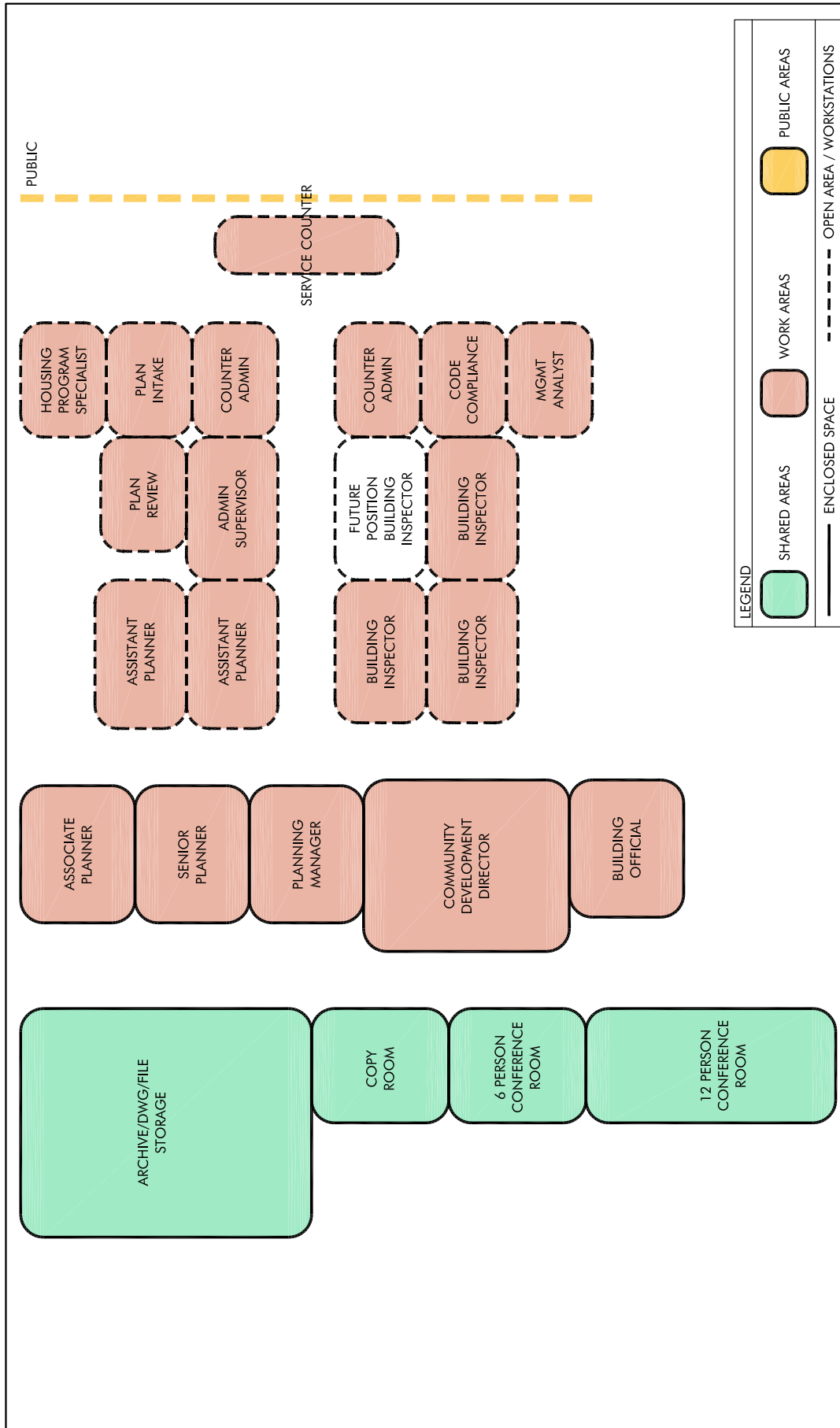
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finance

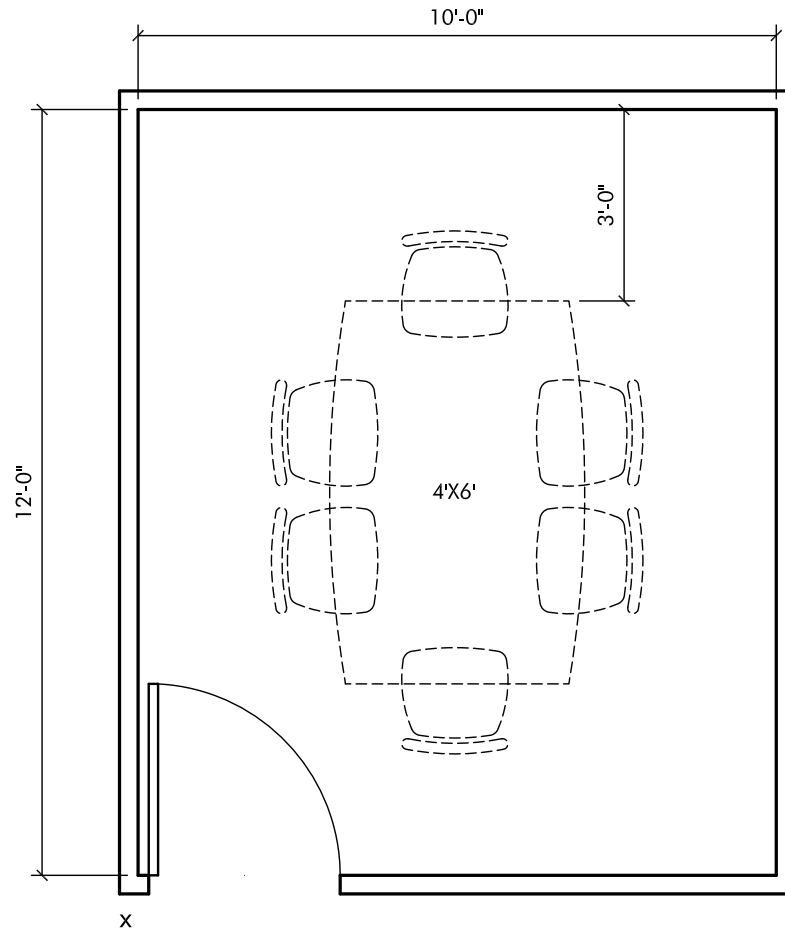
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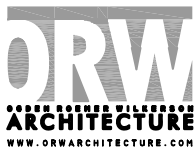
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community development

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SMALL GROUP-120 SF

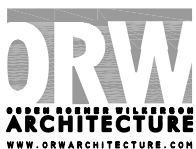
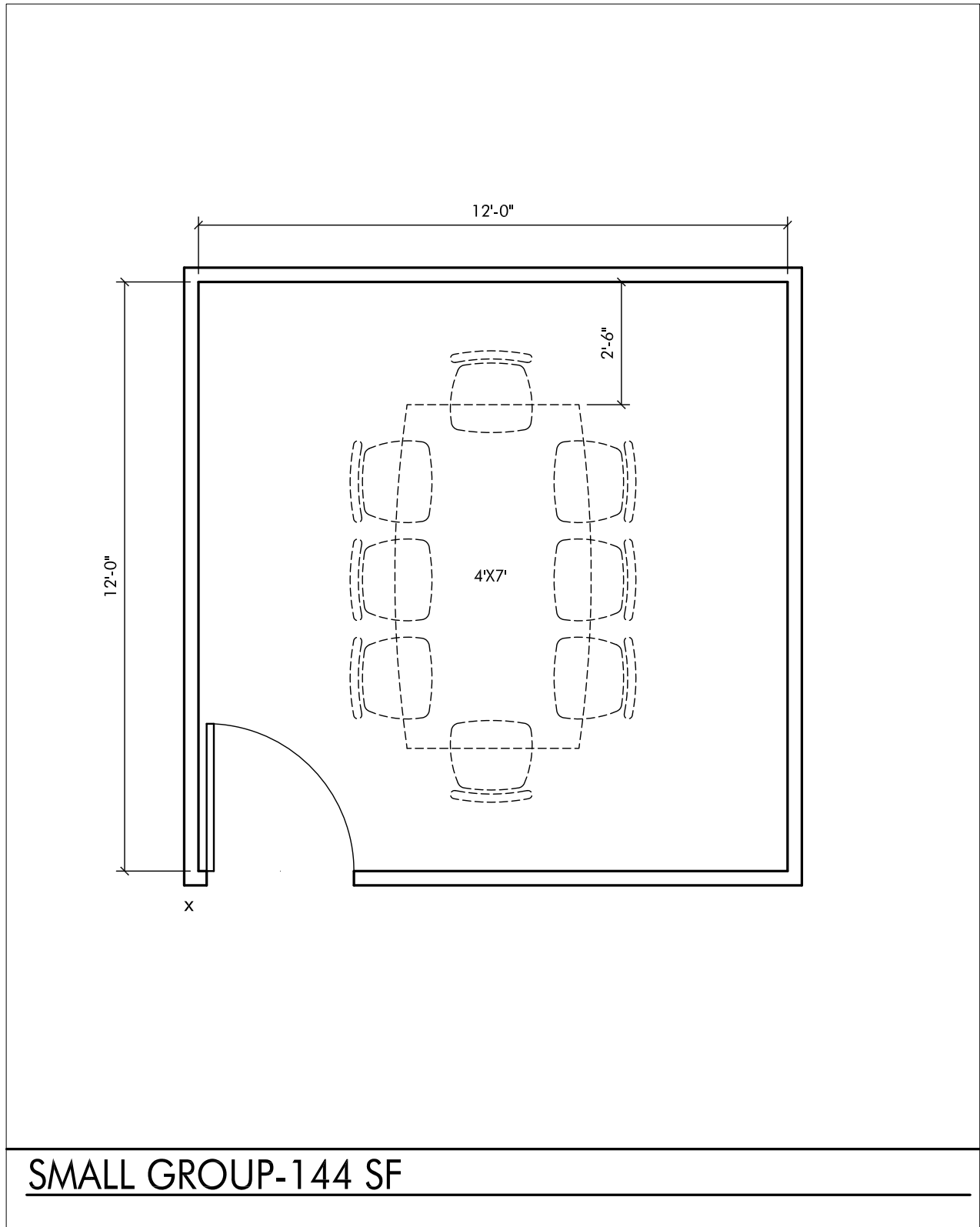


2950 EAST BARNETT ROAD
MEDFORD OR 97504
P 541.779.8237
F 541.772.8472

City of Ashland
office layouts
Ashland, Oregon

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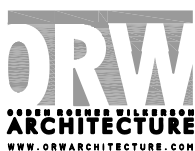
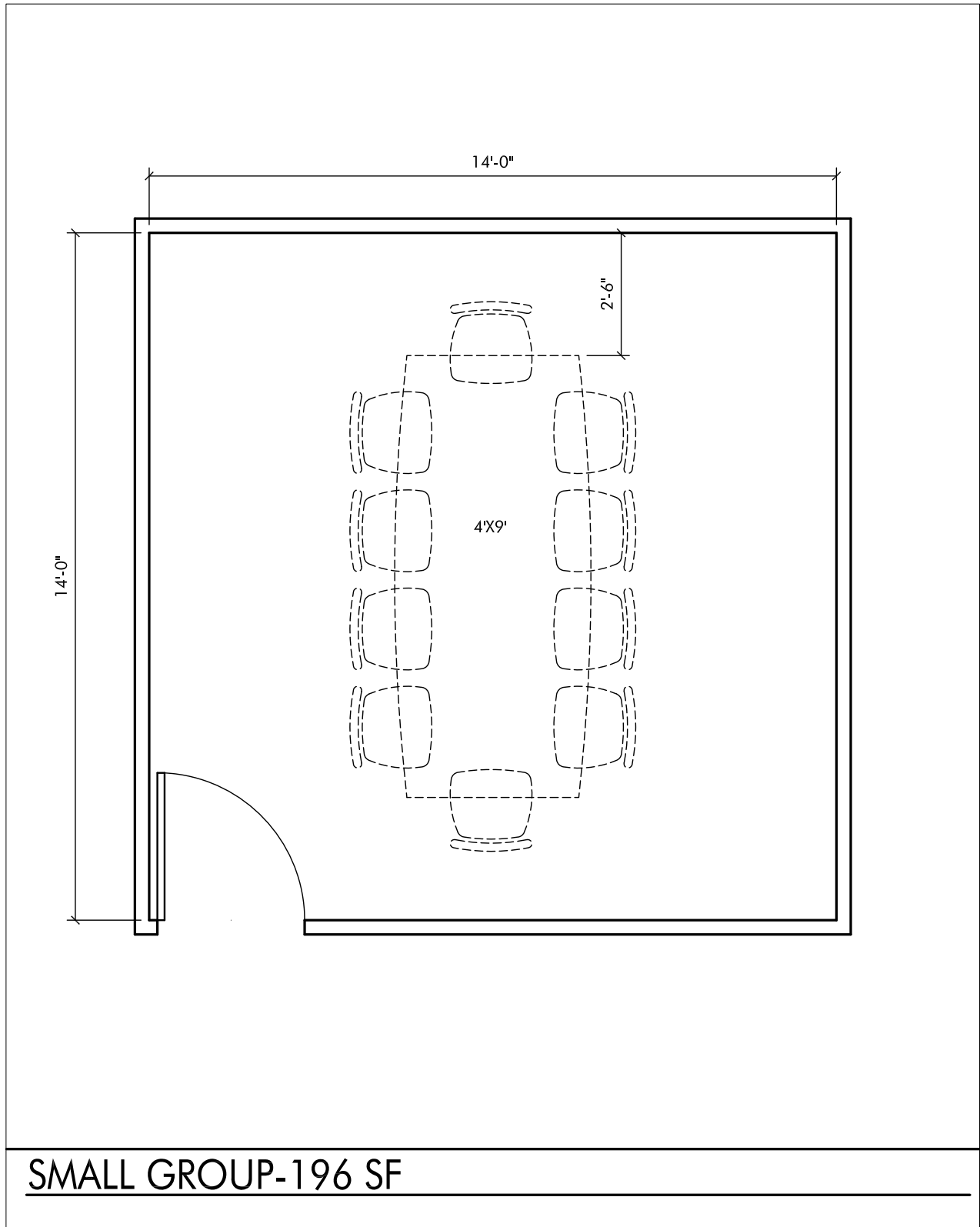


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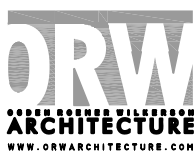
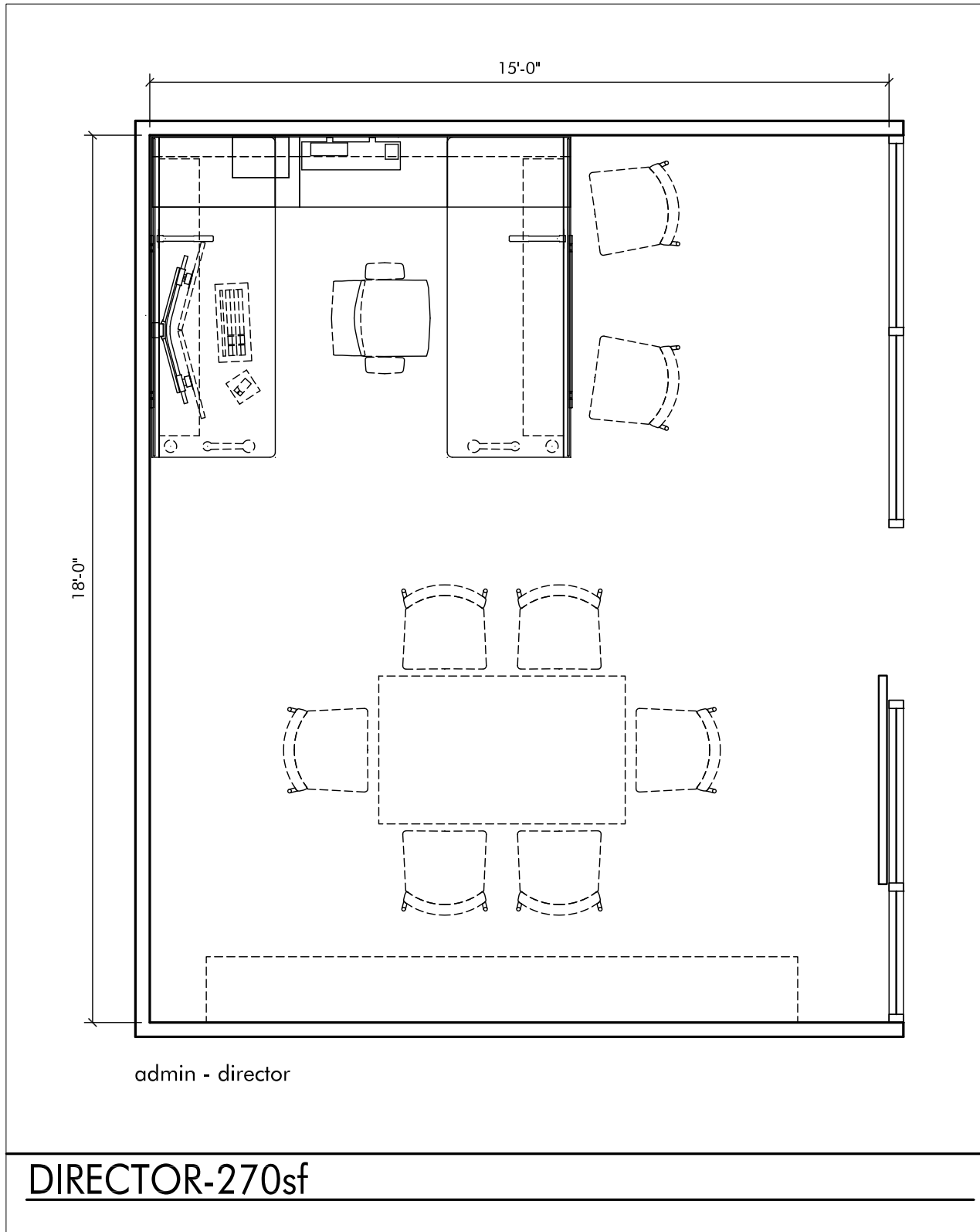
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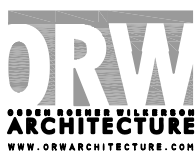
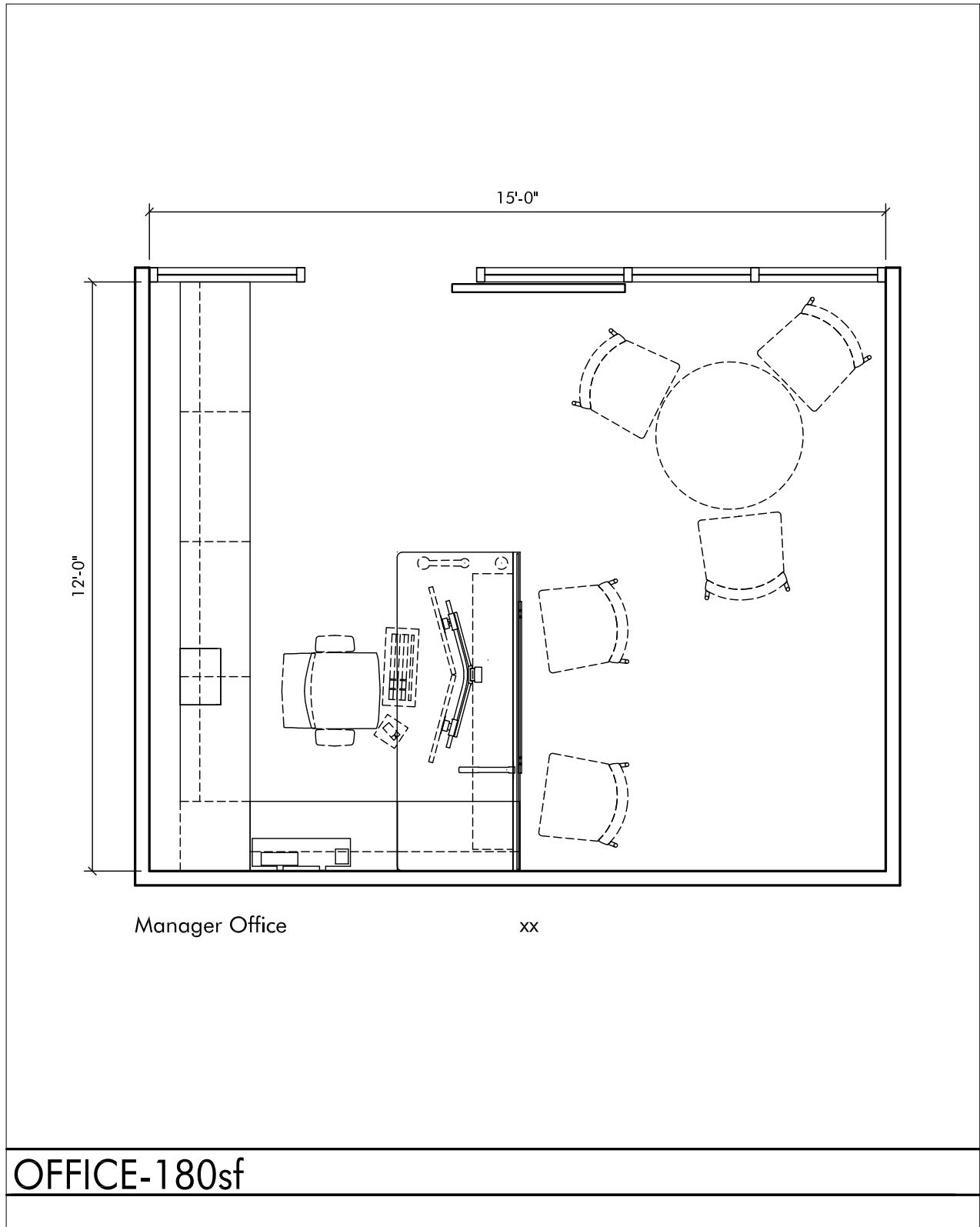


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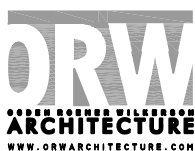
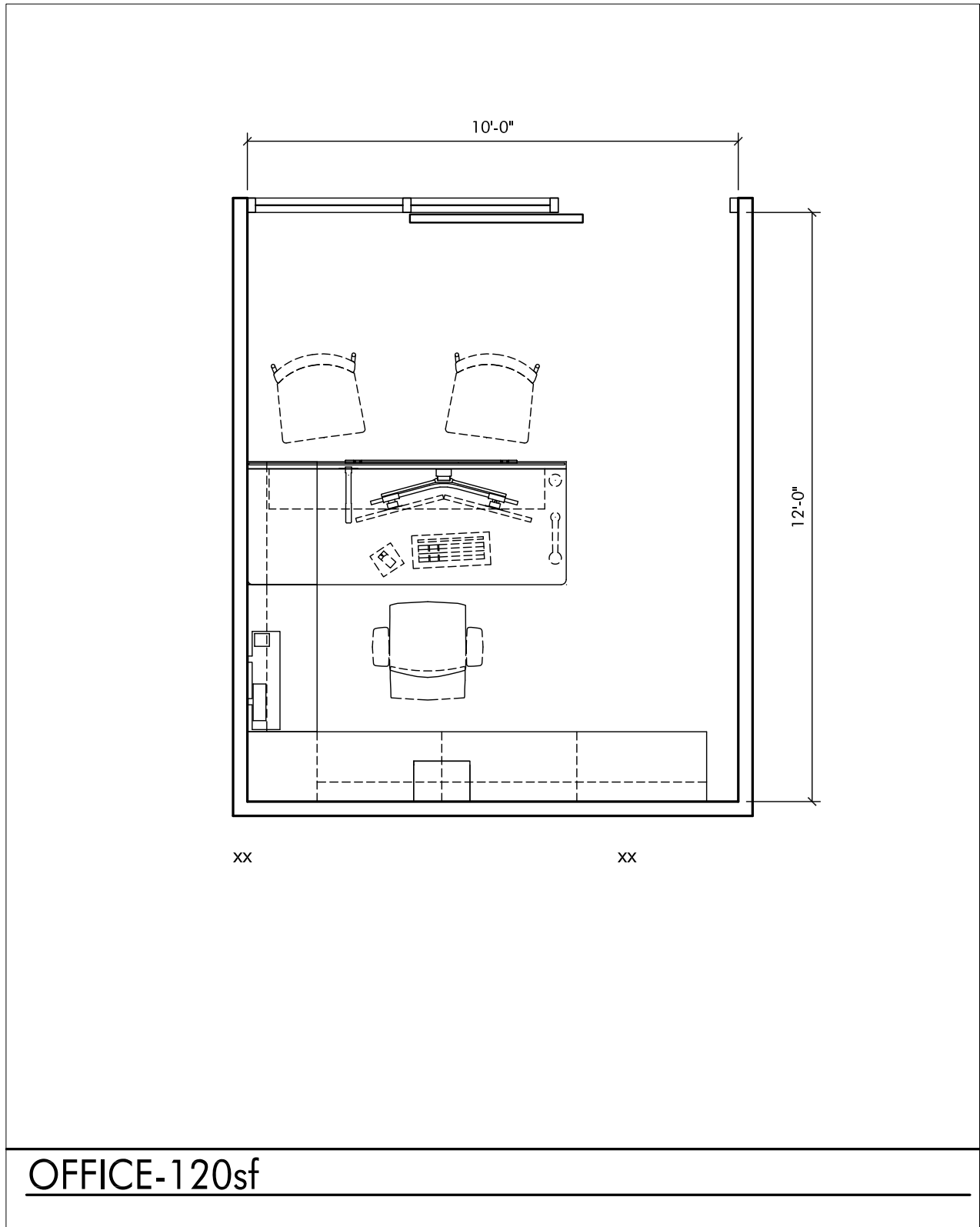


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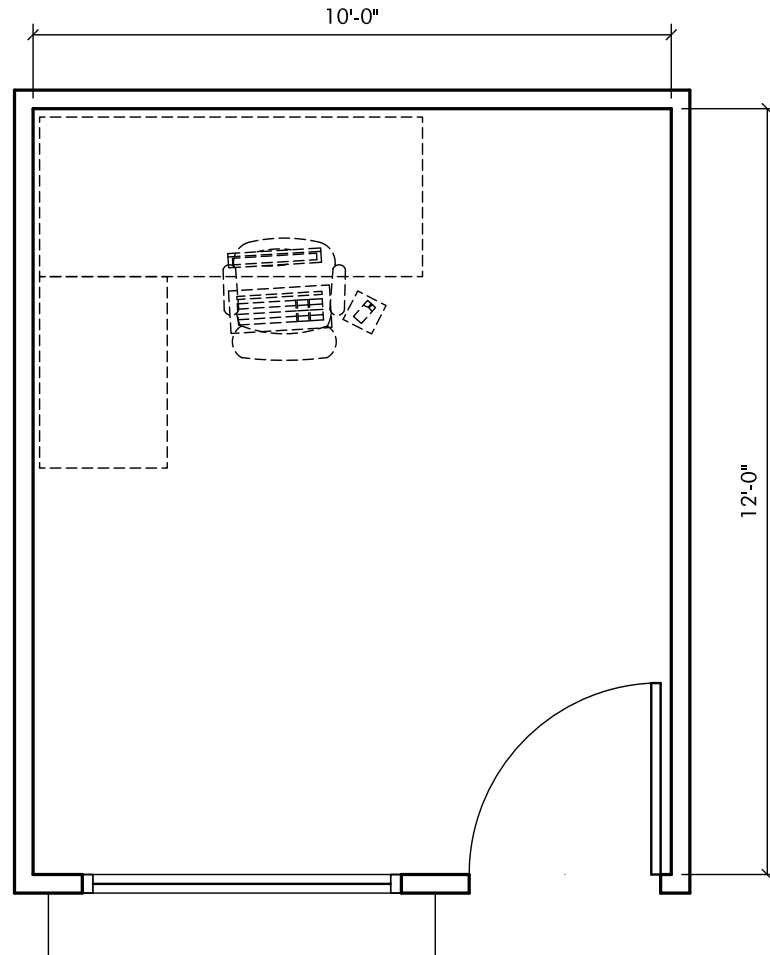


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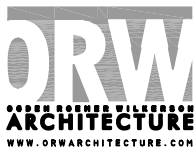
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O-3



XX

OFFICE-120sf

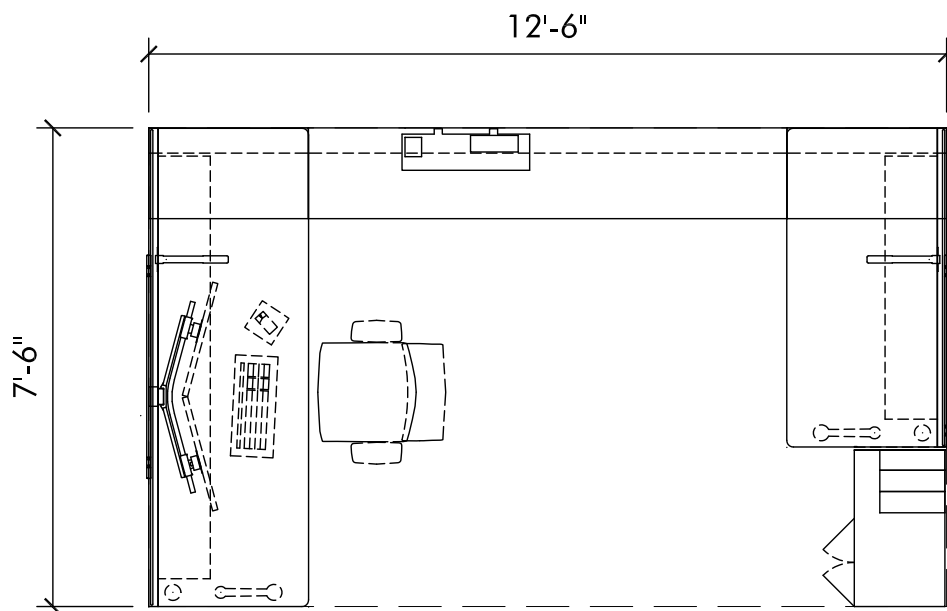


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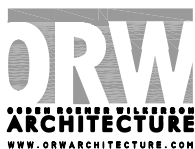
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O-7



admin - administrative assistant
admin - accounting

WS-1 - 94sf



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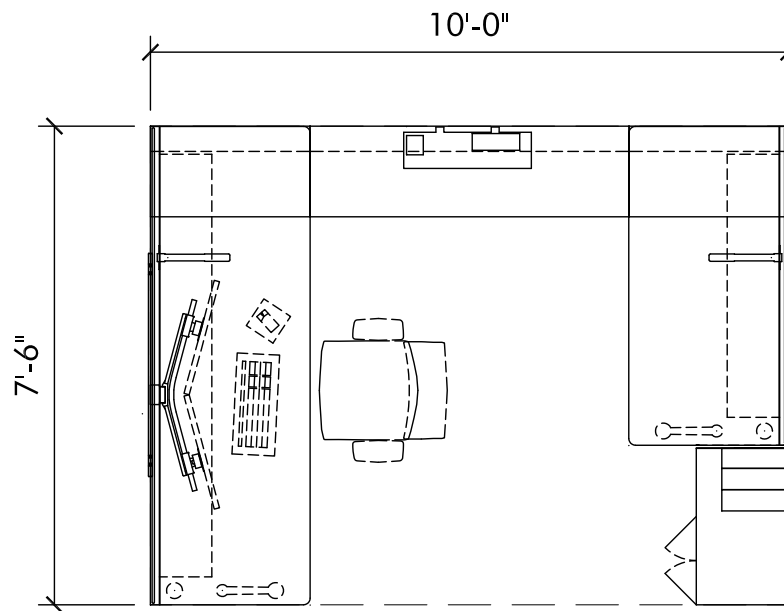
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office layouts
Ashland, Oregon

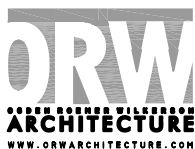
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WS-1



admin - database operator
 admin - help desk
 IT - tech work stations

WS-3 - 80sf



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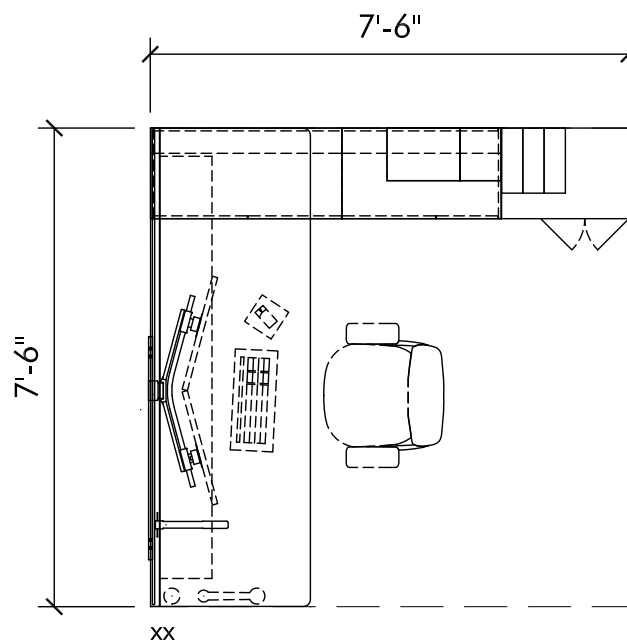
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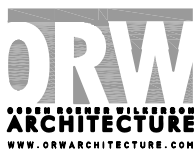
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WS-4a-57sf



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Council Communication

October 17, 2016, Study Session

Status Update on the Feasibility Study for the Replacement of City Hall

FROM:

Kaylea Kathol, Public Works Project Manager

SUMMARY

This communication is provided to inform Council on the status of the feasibility study for the replacement of City Hall. In May 2016, the City commissioned Ogden Roemer Wilkerson Architecture (ORW) to conduct the study, including an analysis of the space and programmatic needs of affected City departments, an evaluation of five siting alternatives, and a robust public involvement component. ORW has completed all major components of the study and will be presenting the results during this study session. The final product, a study report, is on track for distribution by the end of October.

BACKGROUND AND POLICY IMPLICATIONS:

Status

At the time of this submission, ORW has completed the information gathering and synthesis of all major components of the feasibility study. The results currently available to City engineering staff are described below.

Results

Space needs evaluation

Leadership from all departments located in City Hall (Administration, Administrative Services, Legal, and City Recorder) and the Community Development building (Community Development and Public Works) were surveyed to identify each department's current and projected space needs over a 15-year planning period. Two rounds of interview-style surveys were conducted to identify the space needs pertaining to individual work stations and offices, conference rooms, document storage, communal areas, areas for public interaction, etc. The analysis identified a combined projected need of approximately 23,500 square feet of space. The accompanying Power Point presentation further classifies the type and amount of space needed by department.

Siting alternatives analysis

The findings of the space needs study were applied toward the feasibility analysis of five siting options for a new building including: (1) construct a new City Hall at its current location, sized appropriately to consolidate City Hall and Community Development functions; (2) retain the historic features of City Hall and expand vertically to consolidate City Hall and Community Development functions; (3) vertically expand the Community Development Building and consolidate City Hall and Community



Development functions; (4) retain City Hall and expand vertically, and retain Community Development and reconfigure as necessary to accommodate space needs; and (5) construct a new, centralized municipal building on a City-owned parcel at Lithia Way and North Pioneer Street. The analysis found that expansion and consolidation at the current City Hall location would not accommodate the City's space needs, and options 1 and 2 were therefore deemed not feasible. Options 3 through 5, however, were deemed spatially feasible and were further evaluated in terms of planning requirements and restrictions, and cost modeling. The table below describes the spatial provisions of each alternative.

Alternative	Space Provided (23,500 square feet needed)	Feasibility Status
1. Expand/consolidate at current City Hall location (new construction)	18,500 sf	not feasible
2. Expand/consolidate at current City Hall location (retain historic features)	18,500 sf	not feasible
3. Expand/consolidate at current Community Development location	22,070 sf	feasible
4. Retain two buildings and expand/remodel as needed	24,500 sf	feasible
5. Consolidate at new construction at Lithia Way and N Pioneer St.	26,135 sf	feasible

Adroit Construction is presently providing cost modeling services for the three siting options deemed feasible. Site work, hard costs, soft costs, and project cost offsets will be factored into the estimates. The estimates will not be available in time for this submission, but will be presented in detail during the Study Session presentation.

Public involvement

ORW and the City promoted a robust public involvement component to the feasibility study, wherein the community was invited to help the City set priorities for a new City Hall. Two forums were offered to the public for expressing their priorities, including Open City Hall, the web-based tool for civic engagement, and an interactive open house presentation. Participants of both forums were invited to rank the following list of priorities in order of importance:

- **Building Safety**
- **Historic Preservation.**
- **Public Access**
- **Workplace Efficiency**
- **Centralized Services**
- **Aesthetically pleasing**
- **Parking Availability**
- **Other**
- **Energy Efficient**

In addition, participants were given the option to define their commitment to their priority rankings by specifying how project cost could influence rankings.

The Open City Hall forum was publicized through an email notification to subscribers of the City's "new website content" mailing list. The forum received 140 visitors, of which 28 shared their



priorities. The open house was publicized via multiple outlets, including mail invitations in residents' utility bills, a press release, advertising on Jefferson Public Radio, and fliers posted in public spaces. The meeting was attended by 50 to 60 members of the community, many of whom provided input on their priorities. A summary of the community input is not available at the time of this submittal, but a detailed synthesis will be presented by ORW during the study session presentation.

History

The feasibility study for the replacement of City Hall was directed by Council as part of a greater effort to conduct a comprehensive examination of options for replacing City Hall. The study was initiated on the heels of a seismic evaluation completed in January 2015, which found that the cost of a seismic retrofit at City Hall would likely exceed the cost of building a new structure, as detailed in the February 1, 2016 Council Communication (Exhibit A). The cost estimates that emerged from the seismic evaluation marshaled in the next logical phase in the City Hall replacement effort, the evaluation of replacement options. Last May engineering staff contracted with ORW to conduct a study of the feasibility of replacing City Hall. At the Council's June 20, 2016 study session, staff introduced Dana Ing-Crawford, the project manager from ORW assigned to lead the feasibility study. Ms. Crawford described the methodology ORW planned to implement for the space needs evaluation, siting alternatives analysis, and public involvement component. Additional details are provided in the attached Council Communication from the June 20, 2016 study session (Exhibit A).

COUNCIL GOALS SUPPORTED:

Organization (2014)

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall preplacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$13,000 in engineering fees related to the seismic upgrade evaluation. The expected cost of this feasibility study is \$55,750, plus miscellaneous costs of approximately \$1130 (building plan prints, catering, and advertising). The total project cost will be approximately \$68,863 upon completion of the feasibility study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

This communication is purely informative; staff recommendations and requested actions are not presented at this stage in the study.

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

Exhibit A: Council Communications from June 20, 2015 and February 1, 2016





Ashland City Hall Feasibility Study

City Council Presentation
Monday, October 17, 2016



Ashland City Hall Feasibility Study

Space Needs: Summary



Projected Space Data								
2021					2031			
Divisions	Staff	Dept NSF	18% Gross	2021 GSF	Staff	Dept NSF	18% Gross	2031 GSF
Administration		3811	1.18	4497		4054	1.18	4784
City Administrator/Mayor		1253	1.18	1478		1497	1.18	1766
HR		390	1.18	460		512	1.18	604
Legal		1695	1.18	2000		1695	1.18	2000
City Recorder		356	1.18	420		356	1.18	420
Shared		187	1.18	221		187	1.18	221
Administrative Services		3193	1.18	3768		3715	1.18	4383
Accounting		765	1.18	903		887	1.18	1047
Customer Service/UB		678	1.18	800		800	1.18	943
Finance		1029	1.18	1214		1307	1.18	1542
Shared		721	1.18	851		721	1.18	851
Community Development		4566	1.18	5388		4688	1.18	5532
Community Development		790	1.18	790		790	1.18	790
Planning		868	1.18	868		868	1.18	868
Building		1420	1.18	1420		1542	1.18	1542
Shared		1196	1.18	1196		1196	1.18	1196
Public Works Engineering		3460	1.18	4083		3704	1.18	4371
Total Staff Spaces	71				80			
Common Areas		4476	1.18	5282		4476	1.18	4401
TOTAL AREA				23017				23472
Vertical Circulation	8%							
Corridors/Ext. Walls	7%							
Custodial/HVAC	3%							
Total Grossing Factor	18%							



Ashland City Hall Feasibility Study Space Needs: Summary



Projected Space Data								
2021					2031			
Divisions	Staff	Dept NSF	18% Gross	2021 GSF	Staff	Dept NSF	18% Gross	2031 GSF
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TOTAL AREA				23017				23472
Vertical Circulation	8%							
Corridors/Ext. Walls	7%							
Custodial/HVAC	3%							
Total Grossing Factor	18%							

23,472 SF



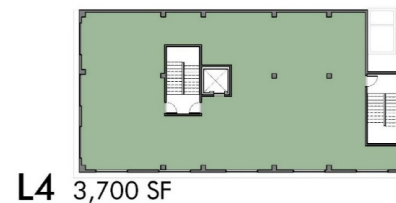
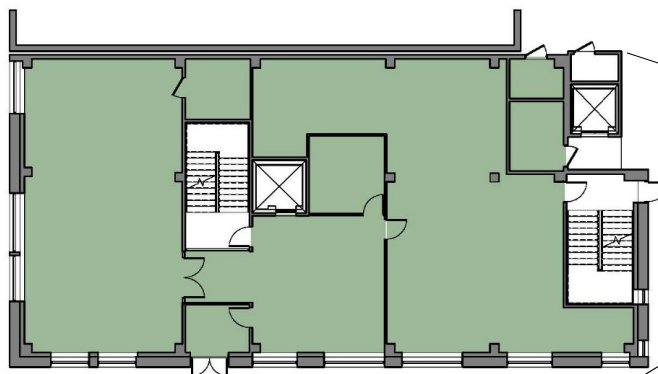
Ashland City Hall Feasibility Study

Option 1: City Hall Expansion: New Construction

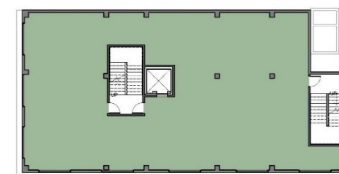
Consolidate functions of City Hall and Community Development at City Hall site, all new construction.

Considerations:

- Area needed: approx 23,500 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels all new construction to current building code
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Inadequate parking for public visitors and staff
- City Hall within Hosler Dam inundation zone
- Considered unfeasible due to inadequate area



L4 3,700 SF



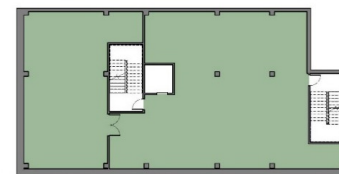
L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF - Storage



Ashland City Hall Feasibility Study

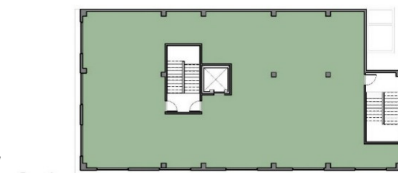
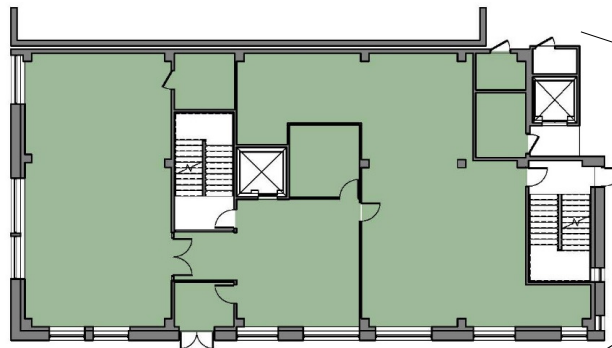
Option 2: City Hall Expansion: Preserving Historic Features



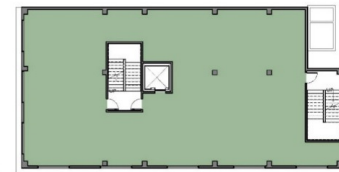
Consolidate functions of City Hall and Community Development at City Hall site, mostly new construction & preserve majority of north & west historic walls.

Considerations:

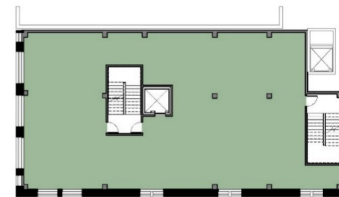
- Area needed: approx 23,500 SF
- Area available: approx 18,500 SF
- Provide basement plus 4 levels to current building code
- Preserve historic north & west walls
- 2 lower levels mostly new construction, upgrade structure of historic walls
- 2 upper levels all new construction
- Consolidation enhances public convenience & governmental efficiency
- Maintain location of City Hall functions
- Move Community Development functions to City Hall site
- Sell Community Development Building to offset project costs
- Small floorplate lowers useable space & flexibility
- Requires temporary staff relocation during construction
- Downtown construction may impact tourism & disrupt traffic flow
- Constrained Construction site more costly & time-consuming to build
- Historic preservation honors history, increases construction duration and cost
- Inadequate parking for public visitors & staff
- City Hall within Hosler Dam inundation zone
- Considered unfeasible due to inadequate area



L4 3,700 SF



L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF



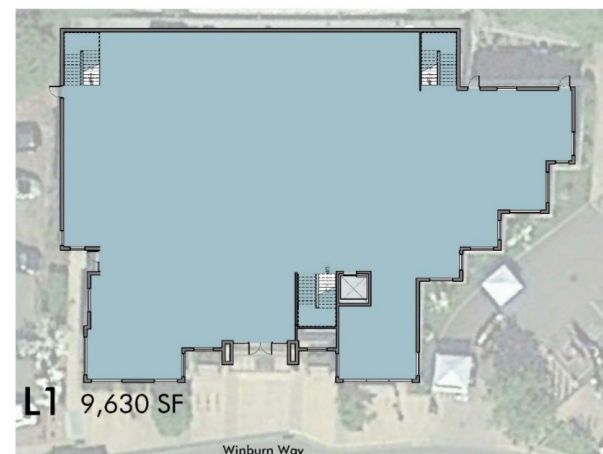
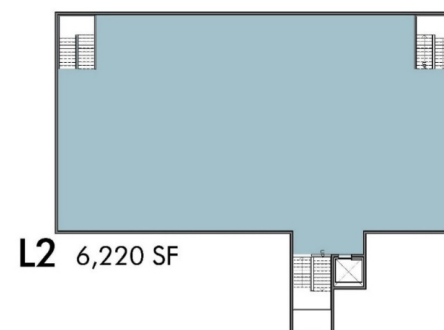
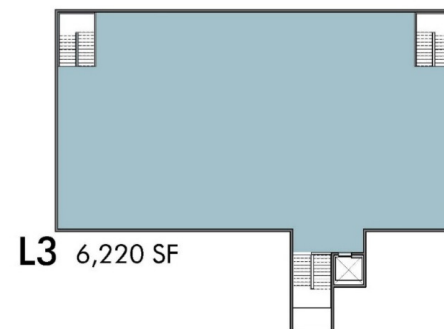
Ashland City Hall Feasibility Study

Option 3: Community Development Expansion

Consolidate functions of City Hall and Community Development at Community Development site, 2 level vertical expansion on top of original Hillah Temple structure.

Considerations:

- Area needed: approx 23,500 SF
- Area available: approx 22,070 SF
- Maintain existing first floor plus 2 new levels
- Consolidation enhances public convenience & governmental efficiency
- Larger floorplate increases usable space & flexibility
- Maintain location of Community Development functions
- Maintain existing off-street parking & recycling area
- Maintain existing public access to Alice Peil Walkway & public restrooms
- Move City Hall functions to Community Development site
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Requires temporary staff relocation during construction
- Community Development within Hosler Dam inundation zone
- Inadequate parking for public visitors and staff





Ashland City Hall Feasibility Study

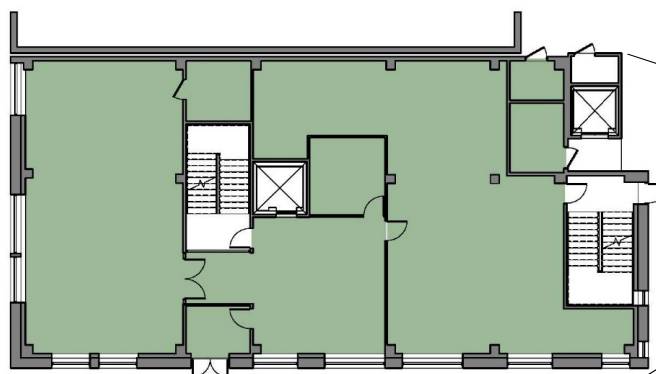
Option 4: City Hall Expansion + Community Development Reconfiguration



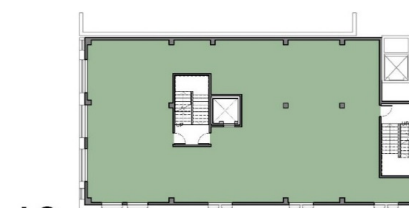
Maintain majority of City Hall functions at City Hall in an expanded 3 story building + moderate reconfiguration of Community Development Building.

Considerations:

- Area needed: approx 23,500 SF
- Area available: approx 24,500 SF
- At City Hall provide basement plus 3 levels, can be new construction or preserve historic walls
- Provide minor reconfiguration of Community Development for future growth
- Maintains dispersed city services, not as efficient for staff productivity
- Maintains ownership of both buildings
- Maintains location of City Hall & Community Development functions
- Relocate large meeting room, leased storage spaces, and Community Development archives to City Hall
- Only City Hall requires temporary staff relocation during construction
- Downtown construction may impact tourism and traffic flow
- City Hall and Community Development are within Hosler Dam inundation zone
- Inadequate parking for public visitors & staff



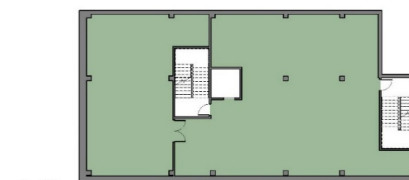
L3 3,700 SF



L2 3,700 SF



L1 3,700 SF



L0 3,700 SF

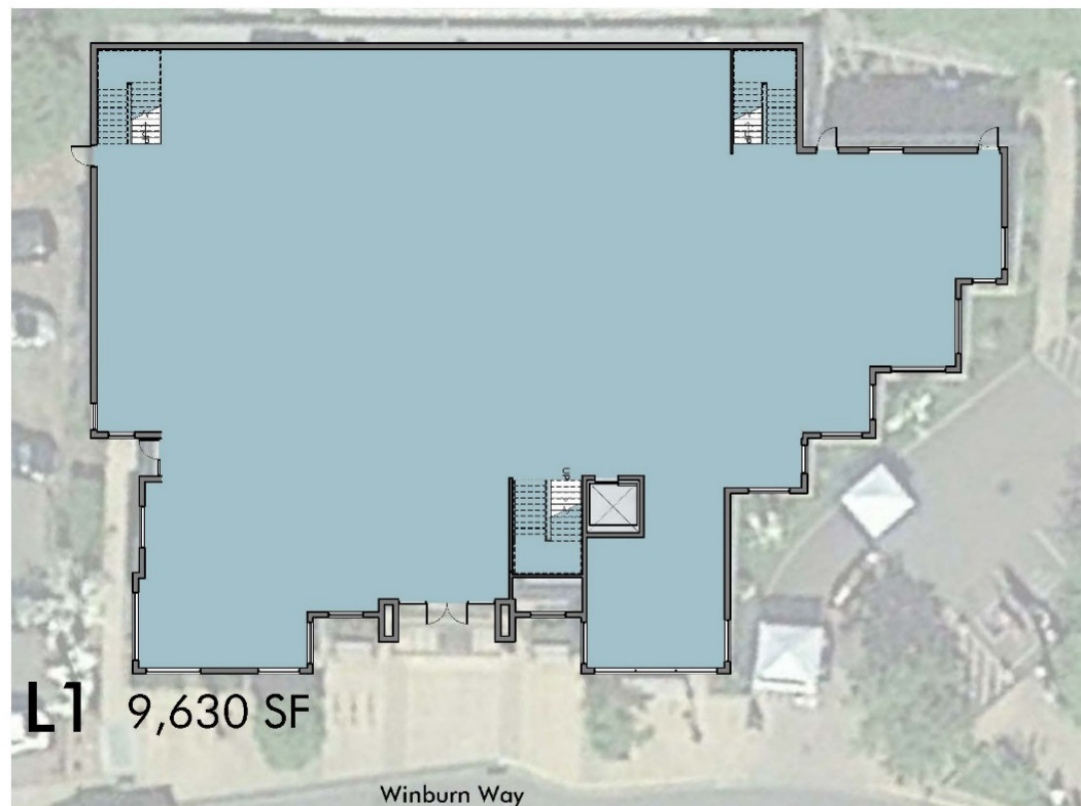


Option 4: City Hall Expansion + Community Development Reconfiguration

Maintain majority of City Hall functions at City Hall in an expanded 3 story building + moderate reconfiguration of Community Development Building.

Considerations:

- Area needed: approx 23,500 SF
- Area available: approx 24,500 SF
- At City Hall provide basement plus 3 levels, can be new construction or preserve historic walls
- Provide minor reconfiguration of Community Development for future growth
- Maintains dispersed city services, not as efficient for staff productivity
- Maintains ownership of both buildings
- Maintains location of City Hall & Community Development functions
- Relocate large meeting room, leased storage spaces, and Community Development archives to City Hall
- Only City Hall requires temporary staff relocation during construction
- Downtown construction may impact tourism and traffic flow
- City Hall and Community Development are within Hosler Dam inundation zone
- Inadequate parking for public visitors & staff





Ashland City Hall Feasibility Study

Option 5: New Construction at Lithia Way & North Pioneer

Consolidate functions of City Hall & Community Development at Lithia Way & North Pioneer Parking Lot

Considerations:

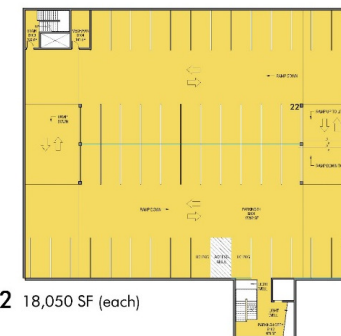
- Area needed: approx 23,500 SF
- Area available: approx 26,135 SF
- New 2 level building w/ 2 levels of underground parking
- Consolidation enhances public convenience & governmental efficiency
- Largest floorplate increases useable space & flexibility
- Maintains existing public parking
- Reduces downtown parking demand by providing code required parking for new building
- Access easement to adjacent property
- Relinquish City Hall Building to original owners or maintain for alternate City use
- Sell Community Development Building to offset project costs
- Eliminates temporary staff relocation during construction
- Site outside of Hosler Dam inundation zone



L2 & L3 14,105 SF (each)



L1 12,030 SF



LB1 & LB2 18,050 SF (each)



Ashland City Hall Feasibility Study Public Involvement - Process



Advertising:

City Council Announcements

JPR spots

Open City Hall (City of Ashland Website)

Flyers at City Hall, Plaza kiosk, Community Development, Ashland Co-op

Open City Hall Input:

140 visitors, 28 responses

Major issues presented include:

- Building Safety (seismic upgrades)
- Some feel a new building is unnecessary
- Energy Efficiency

Open House Input:

65 participants

Presentation and dot exercise on priorities and cost

Major issues presented include:

- Location (inside or outside of downtown)
- Parking
- Sustainability
- Address other City priorities

Ashland City Hall Feasibility Study – Open House

September 15, 2016 – Comment Card

Name (Optional): KEN SILVERMAN

Comments: The Grove option should be brought back as an option. I don't believe the Dennis is as strong today as it was - take a survey. I would "guess" that access to parking are now high up on people's list of priorities.

Ashland City Hall Feasibility Study – Open House

September 15, 2016 – Comment Card

Name (Optional): Mary Kristine

Comments: Although in 1993 I agreed that City Hall needed to stay on plaza, 23 yrs have passed & other neighborhoods have developed. East main would be a fine place for City Hall. - ~~maybe~~ perhaps it would be even better! (We are no longer a horse town) (I only used 1 blue dot - noticed others used 3-4)

Ashland City Hall Feasibility Study – Open House

September 15, 2016 – Comment Card

Name (Optional): Jane Almqvist co-owner Tree House Books

Comments: I am very concerned about more long-term construction in the downtown and the impact it would have on all of our small businesses. I would like the option of relocating to our city property on East main to be reconsidered. It is the epicenter of our city and would be much more accessible to our community than our current downtown location overall.

Benefits to East Main Location:

- accessible
- parking
- less impact on businesses during construction
- less obstructions during construction
- no need to relocate city hall staff during construction
- not in the Foster Dam inundation zone
- could be along a public transit route in the future utilizing rails, etc.



Public Involvement - Priority Input

Building Safety – City Hall will be designed to comply with current structural codes to safeguard staff and the public.

Public Access – The design will provide convenient, universal access to core customer services for the public.

Centralized Services – The design will consolidate the numerous departments customers access most frequently for public convenience and staff efficiency.

Parking Availability – City Hall will incorporate some timed parking spaces to accommodate public customers.

Energy Efficient – The design will meet the industry standard for Leadership in Energy and Environmental Design (LEED) and consider additional green building measures.

Historic Preservation – Reconstruction of the current City Hall will preserve and/or restore historically significant architectural features.

Workplace Efficiency – City Hall workspace will be designed for staff productivity, flexibility and customer service.

Aesthetically Pleasing – The design of City Hall will make a positive contribution to the streetscape and maintain the sense of place that is distinctly Ashland.



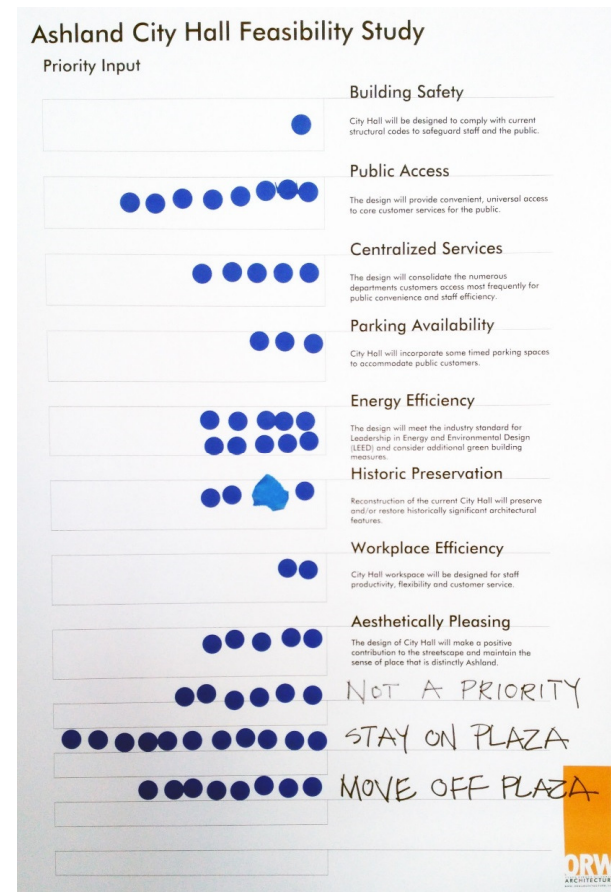
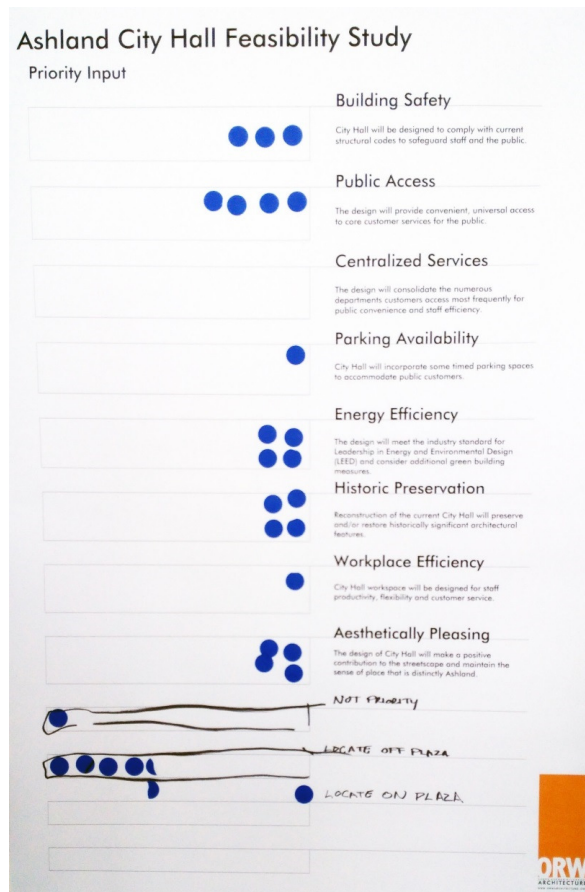
Ashland City Hall Feasibility Study

Public Involvement – Priority Input



Priority Boards & Dot Summary:

Energy Efficiency	14
Locate Downtown	12.5
Locate Out of Downtown	12.5
Public Access	12
Aesthetically Pleasing	9
Historic Preservation	8
Not a Priority	7
Centralized Services	5
Building Safety	4
Parking Availability	4
Workplace Efficiency	3



My priority ranking would not change due to cost.

My top priorities are very important to me, and I would hesitate to support a plan for a new City Hall that doesn't deliver my top three or four priorities.

My priority ranking should be balanced based on cost.

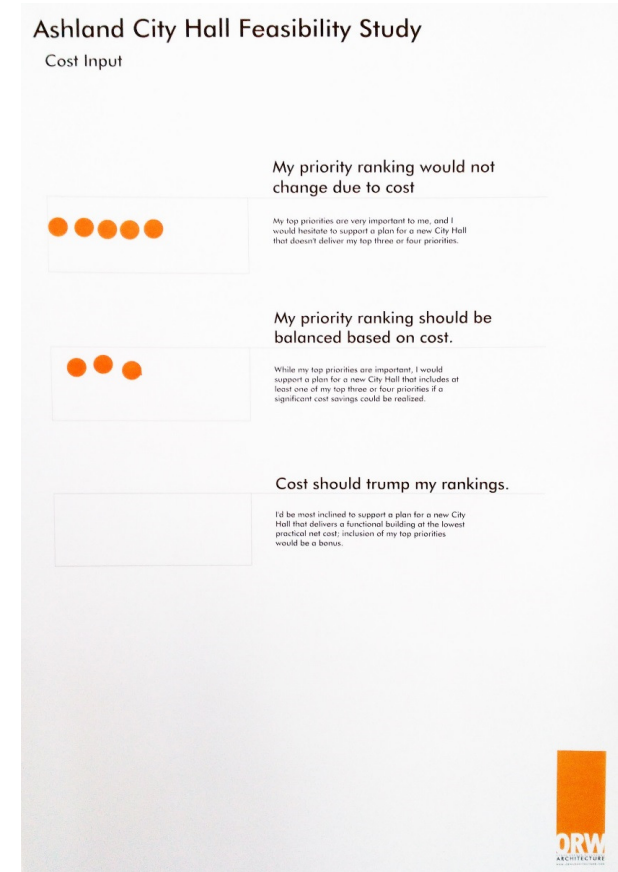
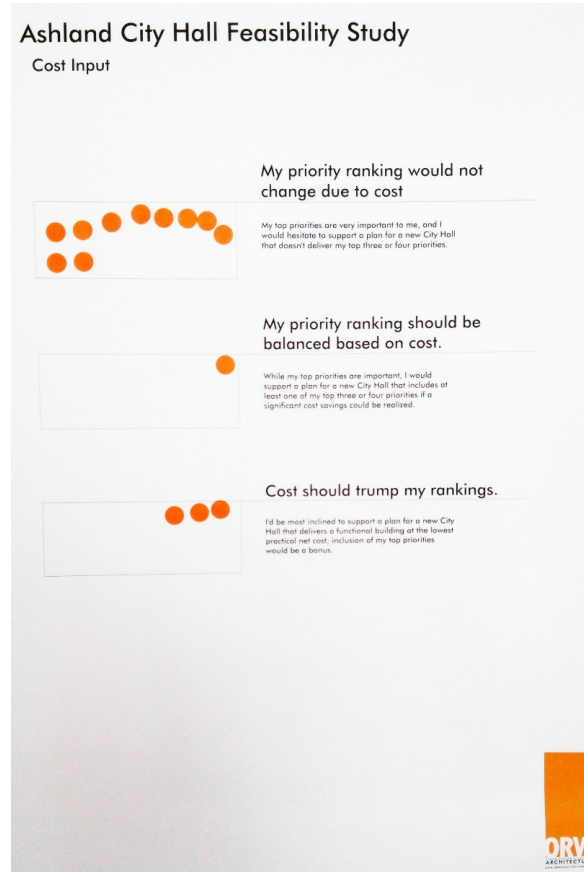
While my top priorities are important, I would support a plan for a new City Hall that includes at least one of my top three or four priorities if a significant cost savings could be realized.

Cost should trump my rankings.

I'd be most inclined to support a plan for a new City Hall that delivers a functional building at the lowest practical net cost; inclusion of my top priorities would be a bonus.

Cost Boards & Dot Summary:

1. My priority ranking would not change due to costs. 15
2. My priority ranking should be balanced based on cost. 4
3. Cost should trump my rankings. 3





Ashland City Hall Feasibility Study Cost Model – Design



Design Assumptions:

1. Exterior materials of brick veneer, some storefront and curtain wall, moderate civic features (e.g. wood soffit), solar panels on roof.
2. Structure for standard options is steel, complying with OSSC standard building code (not Essential Facility). Structural alternate includes surcharge for upgrading to essential facility.
3. Interior materials similar to class A office space.
4. For option 5 underground parking, can be fireproofed steel or concrete, and ventilated.
5. Assume 2000 SF of compact storage.



Cost Modeling Assumptions

1. To reflect an appropriate level of cost specificity for a Feasibility Study, building and parking costs are rounded to nearest \$10K, others to nearest \$1K.
2. All labor rates based on prevailing wages.
3. Solar allowance calculated as 1.5% of Construction Subtotal (4B and 5B are identical to 4A and 5A).
4. Construction Contingency calculated as 5% of Construction Subtotal.
5. \$75 / SF assumed for seismic renovation & finish improvements at Community Development.
6. \$350 / SF assumed for 2nd & 3rd floor level additions at Community Development.
7. \$225 / SF assumed for basement construction at City Hall.
8. \$325 / SF assumed for new Civic level construction at City Hall and N. Pioneer.
9. \$385 / SF assumed for new Civic level construction combined with preserving exterior walls (North & West) at City Hall.
10. \$65 / SF assumed for interior reconfiguration at Community Development.
11. \$35,000 / parking stall assumed for underground parking structure with deep excavation, shoring, and ventilation.
12. For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown (as an alternative, modulares cost \$2/SF/Mo to deliver, set with jacks, with stair or ramp).
13. For temporary utilities, assume \$.35/SF/Month for heat/cool, power, phones, water, sewer.
14. Move costs based on professional mover (insured, prevailing wages) of \$1.25/SF per move.
15. Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs.
16. Escalation is difficult to predict over several years. Estimated here at 5.5% per year (compounded).



Ashland City Hall Feasibility Study Area Break Down



	Option 3: Community Development	Option 4A: City Hall (new) & Comm Dev (some int)	Option 4B: City Hall (historic) & Com Dev (some int)	Option 5A: Lithia + Pioneer, 20 parking + 50 UG	Option 5B: Lithia + Pioneer, 20 parking + 100 UG
New Area SF	12,440	14,800	14,800	26,135	26,135
Renovated Area SF	9,630	3,000	3,000	0	0
Total Area SF	22,070	17,800	17,800	26,135	26,135
Parking Area SF	None	None	None	25,795	43,815
Construction Time (Months)	11	15	15	16	18
Move Time (Months)	1	1	1	1	1
Total Time (Months)	12	16	16	17	19
Building Cost	\$5,080,000	\$4,640,000	\$5,280,000	\$8,500,000	\$8,500,000
Parking Cost	\$0	\$0	\$0	\$2,210,000	\$4,130,000
Construction Cost Subtotal	\$5,080,000	\$4,640,000	\$5,280,000	\$10,710,000	\$12,630,000
Solar Cost (1.5%)	\$77,000	\$70,000	\$70,000	\$161,000	\$161,000
Construction Contingency (5%)	\$254,000	\$232,000	\$264,000	\$536,000	\$632,000
Total Construction Cost	\$5,411,000	\$4,942,000	\$5,614,000	\$11,407,000	\$13,423,000
Temporary Space (Rent)	\$174,000	\$72,000	\$72,000	\$0	\$0
Temporary Space Utilities	\$41,000	\$17,000	\$17,000	\$0	\$0
Moving (Out + In)	\$34,000	\$21,000	\$21,000	\$22,000	\$22,000
Other Soft Costs (30%)	\$1,624,000	\$1,483,000	\$1,685,000	\$3,423,000	\$4,027,000
Sell Community Development	\$0	\$0	\$0	-\$2,500,000	-\$2,500,000
Total Cost 2016	\$7,284,000	\$6,535,000	\$7,409,000	\$12,352,000	\$14,972,000
Total Cost 2021	\$9,520,000	\$8,541,000	\$9,684,000	\$16,144,000	\$19,568,000

Council Communication

June 20, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Kaylea Kathol, Public Works Project Manager, kaylea.kathol@ashland.or.us

SUMMARY

This update is being provided to inform Council on the status of the ongoing examination of options for replacing City Hall. The City has commissioned Ogden Roemer Wilkerson Architecture (ORW) to study the feasibility of replacing City Hall, following a 2015 seismic evaluation that indicated the cost of a necessary seismic upgrade to City Hall would exceed the cost of replacing the structure. ORW's commission includes provisions for a space and programmatic needs analysis and an evaluation of three possible siting alternatives for a new building, including (a) substantially remodeling and expanding City Hall *in situ*; (b) expanding the Community Development building; and (c) constructing a centralized municipal building on the City-owned parcel at the corner of Lithia Way and North Pioneer Street. Findings will be presented to City Council in September.

BACKGROUND AND POLICY IMPLICATIONS:

History

At the Council's February 1, 2016, study session staff provided the findings of a seismic evaluation of City Hall, directed by Council as part of a greater effort to conduct a comprehensive examination of options for replacing City Hall. The report identified seismic deficiencies in the structure, and described the upgrades necessary to bring City Hall into compliance with applicable seismic provisions in the Oregon Structural Specialty Code. The presentation was supplemented by cost estimates of the seismic upgrades, as well as preliminary cost estimates for two new construction alternatives, either of which would be more economical than performing an upgrade on the existing structure. Additional details are provided in the attached Council communications from the February 1, 2016, study session. The cost estimates that emerged from the seismic evaluation marshaled the next logical phase in the City Hall replacement effort, the evaluation of replacement options.

Status

A Request for Proposals (RFP) was crafted for personal services with of fixed budget of \$75,000 to evaluate space needs and study the feasibility of replacing City Hall. The RFP was released to nine local architectural or design firms in late March of 2016; four proposals were returned. Through a graded selection process, ORW was identified as the most suitable bidder and was awarded the commission. The City and ORW developed a refined project scope through a collaborative process. The scope (attached) includes the following components:

Space needs evaluation



ORW will explore each department's current and projected space needs pertaining to individual work stations and offices, conference rooms, document storage, communal areas, areas for public interaction, etc. The assessment will also address important departmental adjacencies and future growth over a 15-year planning horizon. Leadership from all departments located in City Hall (Administration, Administrative Services, and Legal) and the Community Development building (Community Development and Public Works) will be surveyed. Information gathered from the space needs evaluation will inform the second component, the siting analysis.

Siting alternatives analysis

The consultant will examine the feasibility of the three siting alternatives summarized in the table below. The alternatives are described in greater detail in the attached Scoping Document that was issued as Attachment A to the RFP.

Alternative	Description
Expansion/new construction at existing City Hall site	City Hall would be substantially demolished, although exterior facades may be maintained for historical preservation at the community's direction. A new larger structure would be built on the existing City Hall site.
Expansion of Community Development	A second floor would be added to the Community Development building to consolidate offices of City Hall and Community Development buildings. The City would divest itself of the existing City Hall structure.
New construction at Lithia Way and North Pioneer	A new municipal building would consolidate City Hall and Community Development offices. The City would divest itself of the two existing structures and use any profits to offset construction costs.

Public involvement

At least one public open house meeting will be scheduled to provide the community with an early opportunity to learn about the City's larger goal of replacing City Hall. The intent of the meeting is to ensure the public is informed at a very early phase of the larger replacement project in order to develop an environment of public inclusion throughout the project. In addition, written communications will be delivered to the Historic Commission, Planning Commission, and Conservation Commission. Input from these commissions will be important during the design phase of the project, and the City feels that it is important to keep them updated and informed early on.

Deliverables

The final production, a comprehensive feasibility study report, will address construction costs and implementation schedules for each alternative. The siting alternatives analysis will address planning, parking, circulation, and solar potential at each location. Temporary relocation logistics and structural feasibility issues will also be explored for the existing City Hall and Community Development site options. In addition, the report will include a space needs program, site plans and floor plans for the three alternatives, and 3D massing views for each alternative (excluding architectural or stylistic detail).

Schedule



The study began in early June and is on track to be completed in early to mid-September. The final report is tentatively planned for presentation to City Council at the September 20th business meeting. The presentation will signify the end of this phase of the project, and will lead into the next phase: selection and design of Council's approved alternative.

COUNCIL GOALS SUPPORTED:

4. Evaluate real property and facility assets to strategically support city mission and goals.
 - 4.3 Examine city hall preplacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to provide preliminary cost estimates for two of the siting alternatives. The expected cost of this feasibility study is \$47,250.

STAFF RECOMMENDATION AND REQUESTED ACTION:

This item is for information only.

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

- Council Communication from February 1, 2016 Study Session RE City Hall replacement
- ORW's proposed Scope of Work (Exhibit C of Contract)
- Scoping Document (Attachment A of RFP)

Council Communication

February 1, 2016, Study Session

Continued discussion of planning for City Hall replacement

FROM:

Michael R. Faught, Director of Public Works, Public Works, Mike.Faught@ashland.or.us

SUMMARY

The Council at its June 15, 2015, study session requested that the City conduct a seismic evaluation of City Hall to determine the cost of bringing the building up to current seismic codes. Necessary seismic upgrades would involve removing the roof, the floor on the second floor and all of the drywall on the interior of the north and west walls, then building a system of ties and braces to secure the building. The estimated cost (including contingency but excluding soft costs and temporary staff relocation) is \$176/sq. ft., or \$1,363,757. The seismic upgrades will require the relocation of city staff for approximately nine months at a cost of just under \$157,000. Soft costs would be roughly \$322,000. If the City did necessary and long-overdue HVAC and plumbing replacement as well as fire suppression and ADA improvements, the total cost of the project exceeds the cost of simply demolishing and rebuilding City Hall or building a new City Hall at a different location on City-owned property.

BACKGROUND AND POLICY IMPLICATIONS:

At the Council's June 15, 2015, Study Session, City Administrator Dave Kanner proposed a comprehensive examination of options for replacing City Hall using the \$100,000 appropriated in the current budget for a long-term facilities master plan. To that end, Mr. Kanner provided background information on past plans to replace City Hall which included a detailed history of City Hall remodels, additions, spacing needs, and needed seismic mitigation based on a 1994 seismic evaluation (see attached June 15, 2015, council communication).

Based on the age of the existing seismic report, Council directed staff to complete a new seismic study on City Hall and the Parks and Recreation building. The City Hall seismic evaluation has been completed by Miller Consulting Engineers, Inc. (see attached report). The consultant's report outlines a plan with estimated costs to upgrade City Hall to allow occupants to safely exit the building after a major earthquake which, as he indicates in his executive summary, "may not be the case in its current state." The estimated cost to upgrade the existing facility to meet seismic requirements only (excluding soft and relocation costs) is estimated to be \$176 per square foot or a total cost of \$1,363,757. If the City Council were to choose this option, all employees in the existing building would have to be relocated for about nine months at an estimated cost of \$17,426 per month or just under \$157,000.

Given that a seismic renovation of the existing facility requires a major rebuild to the building, Michael Morrison, Public Works Superintendent, recommended evaluating costs associated with modernizing all of the existing (aging) plumbing, HVAC systems and electrical systems. To assist with development of additional planning level cost estimates, staff hired Matt Small, Kistler Small +

White Architects, and John Kennedy, chief estimator with Vitus Construction, to provide economy of scale cost estimates for the following four options (see attached estimate):

1. Include soft cost and Temporary relocations costs to the to the seismic estimate
2. Estimated square foot costs for mechanical, electrical and plumbing, egress, ADA, fire suppression and tenant improvements
3. Estimated square foot costs to rebuild on the current City Hall site, replacing everything except the existing north and west historic facades.
4. Total estimated square foot costs to construct a new building elsewhere on City-Owned property, including parking and other issues arising out of its location.

These costs are shown in table 1.

Table 1:

Seismic Upgrades plus soft costs and relocation costs	Additional cost for mechanical, electrical and plumbing, egress, ADA, Fire Suppression and Tenant Improvements	Total Remodel Costs	Rebuild on the current City hall site replacing everything except the existing north and west wall	New building on City Owned Property
\$236	\$338	\$576	\$405	\$450

*All costs are per-square foot

COUNCIL GOALS:

Organization

- 4 Evaluate real property and City assets to strategically support city mission and goals
- 4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The current budget includes \$100,000 to fund a study for City Hall replacement. To date staff has expended \$12,000 for the seismic upgrade analysis and an additional \$1,000 for a building contractor to estimate cost for additional remodeling costs, rebuild in place costs and to build a new building in a different location on city owned property.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Given the seismic report and the need for additional capital improvements at City Hall, staff recommends that the City move forward with a comprehensive examination of options for replacing or rebuilding City Hall. Staff seeks approval to issue an RFP to select a consultant team to examine options for replacing or rebuilding City Hall.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

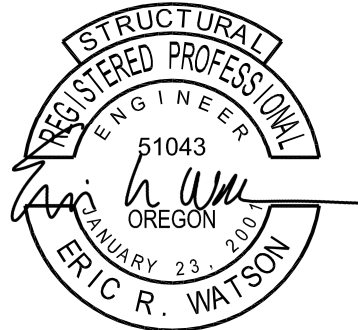
- March 3, 2014 Staff Report
- June 15, 2015 Staff Report
- Miller Consulting Engineers City Hall Seismic Upgrade Report
- Vitus Construction Inc Cost estimates

Owner-Directed Facility Seismic Evaluation

Ashland City Hall
20 E. Main Street, Ashland, Oregon



Prepared for
The City of Ashland



EXPIRES: 06-30-2016

Prepared by

MILLER CONSULTING ENGINEERS, INC.
9570 SW Barbur Boulevard, Suite 100
Portland, Oregon 97219
Ph.: 503-246-1250
MCE Project Number: 150899
December 7, 2015

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ASHLAND CITY HALL EXECUTIVE SUMMARY

Overview

The City of Ashland has hired Miller Consulting Engineers (MCE) to update our previous seismic evaluation report for the Ashland City Hall building dated August 5, 1994, considering the current state building code, which is the *2014 Oregon Structural Specialty Code (OSSC)*.

The purpose and goal of this facility seismic evaluation is to provide a schematic design for the upgrade of the building that meets the current code, as well as an engineer's preliminary estimate of probable construction costs to upgrade the building based on our review. **This evaluation develops a plan to upgrade the facility to allow the occupants to safely exit the structure after a major earthquake, which may not be the case in its current state.**

The evaluation identified the following items that need to be addressed as part of the proposed seismic upgrade.

- Strengthening the roof and floor diaphragms to transfer lateral loads to the walls
- The connections between the walls and the diaphragm for in-plane and out-of-plane loads
- Addressing the connections at the roof diaphragm to account for the plan irregularities
- Providing shear walls in the east-west direction to support the diaphragm loading
- Providing bonded shear walls to reinforce the unreinforced masonry walls for in-plane loads
- Providing special concentric braced frames on the north and west walls on the main level to resist the required lateral loading of the building

Based on the above items, we anticipate that the proposed upgrade work will take approximately seven months to complete and will require at a minimum the second floor to be vacated during construction. The following is our preliminary estimate of probable construction cost to upgrade the building:

Performance Objective	Construction Cost	Contingency Cost	Total Cost	Cost per sq. foot
OSSC Code Upgrade	\$1,136,464	\$227,293	\$1,363,757	\$176

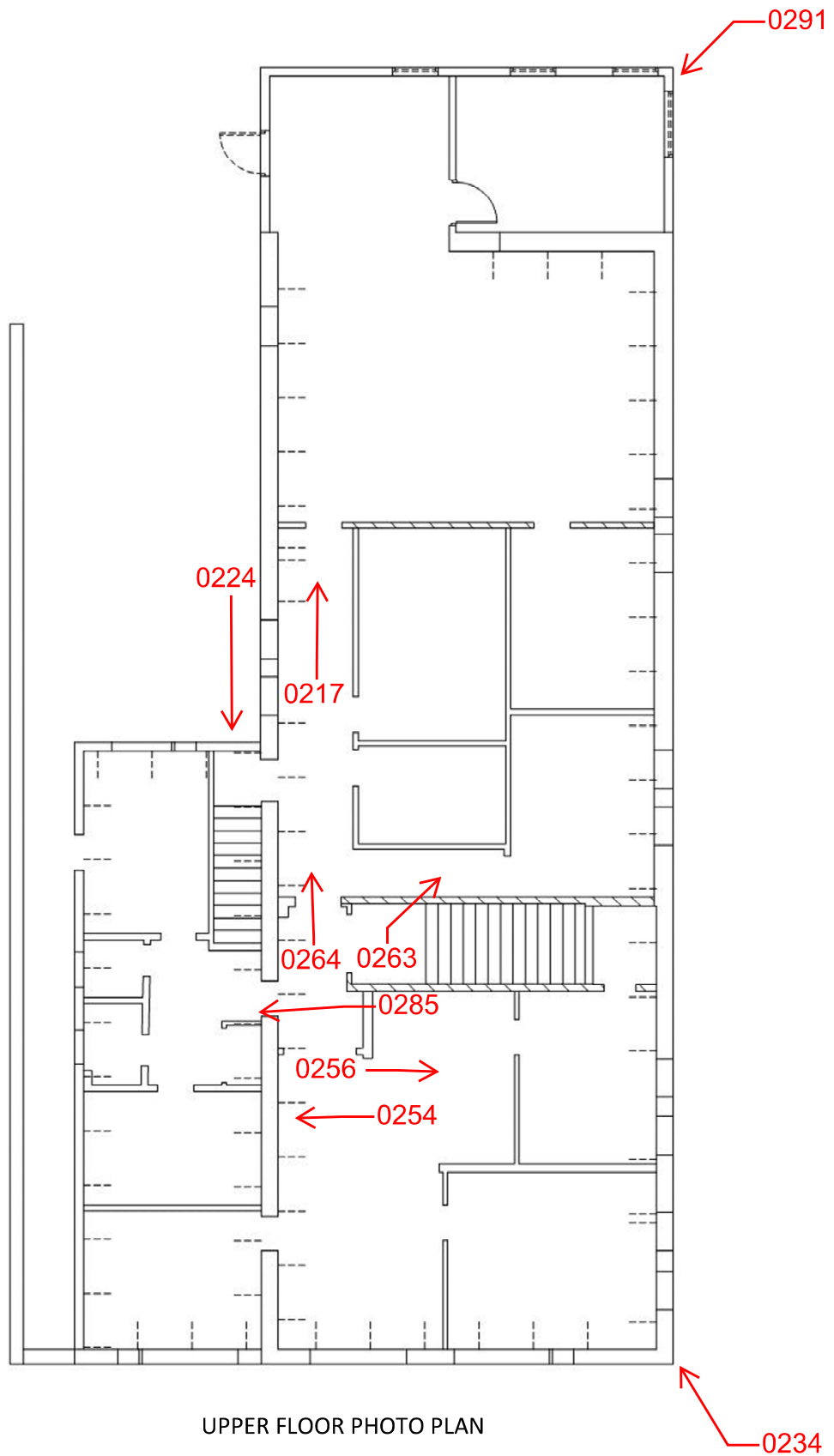
The above costs only consider the structural upgrades and corresponding work as required by the structural upgrades; the other concerns with the building such HVAC, plumbing, ADA access or other non-structural costs such as bracing the suspended ceilings are not included in this cost.

Furthermore, these estimates are limited to the repairs of the detailed items and do not include relocation costs of staff or other soft costs. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The structural cost is less than constructing a new facility, but when you add in the other costs, the upgrade cost may be more than the replacement cost.

Background

The Ashland City Hall building is located at 20 East Main Street in Ashland, Oregon. The building was originally constructed around 1891 with two additions added since that time. One addition was added around 1913 that expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor on the south to be in line with the south wall of the 1913 addition. The current size of the building is approximately 7,745 square feet. Original construction documents were not available for our review, but documents from 1982 (Savikko), 1991 (Marquess and Associates) and 1996 (Afseth) were used in our evaluation.

The building is comprised of two primary areas. One area is the main building area that is a two-story structure that has unreinforced masonry exterior walls on the east and west sides of the area, as well as an unreinforced masonry wall toward the south side of the building that was originally an exterior wall of the 1891 building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition. The other area is the infill area that is between the main building area and the 1880 Pioneer Building to the east. The infill area is supported by the east wall of the main building area on the west and on the east by post-and-beam supports that are adjacent to the Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm on the main level. The infill area does not have an apparent lateral force-resisting element on the main floor east side. The building houses several city offices including the mayor's office and support staff, as well as the water department.



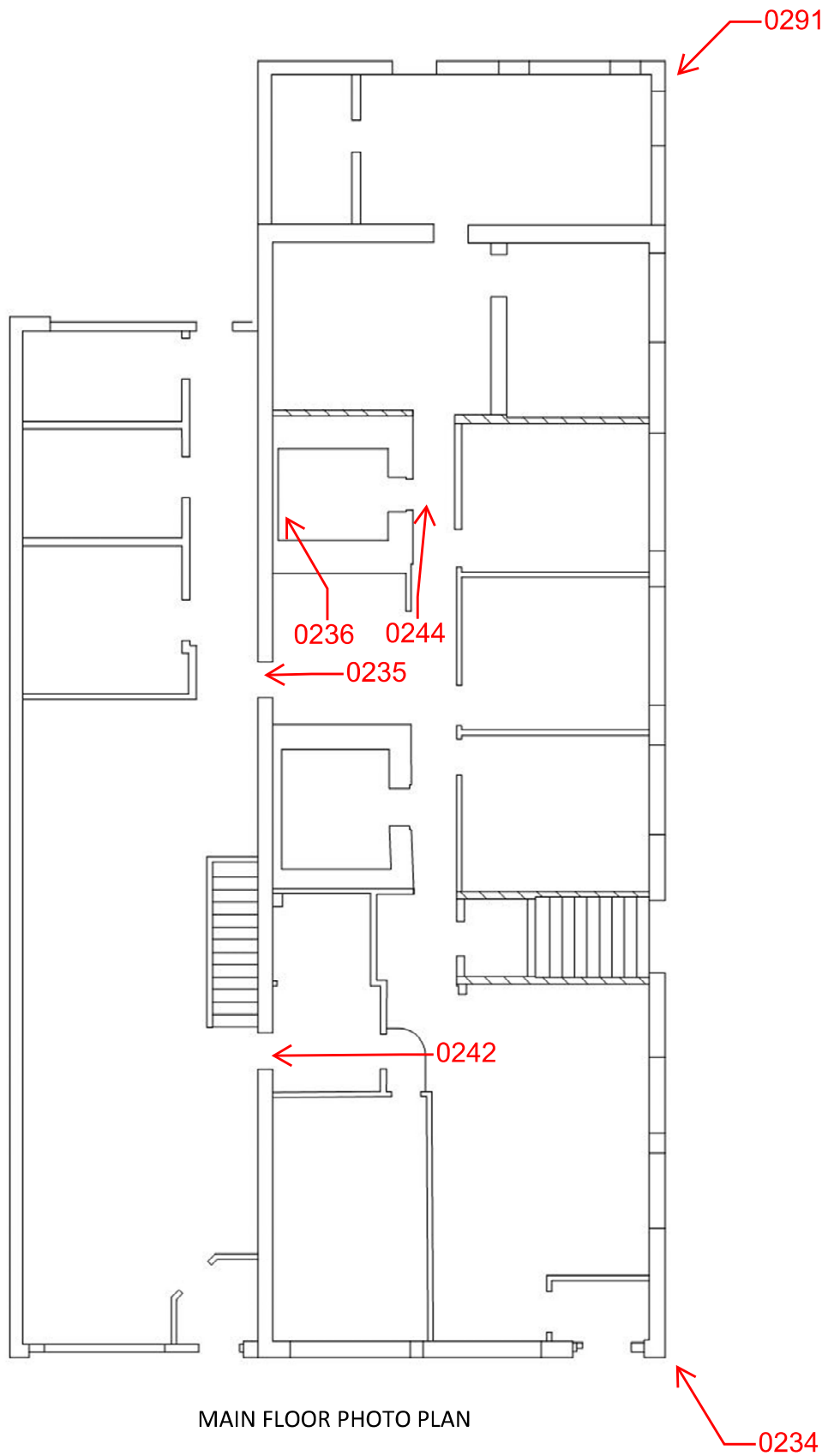




PHOTO 0234 – North elevation of the building looking toward the northwest corner



PHOTO 0291 – West elevation of the building looking toward the southwest corner



PHOTO 0224 – Exposed east upper wall of the main building area looking toward the northeast



PHOTO 0217 – Main building area roof looking toward the south



PHOTO 0256 – Main building area roof framing looking west



PHOTO 0264 – Main building area roof framing looking south



PHOTO 0254 – Joint at the east wall between the 1891 building to the south and the 1913 addition



PHOTO 0261 – HVAC access in the upper floor ceiling cavity through the east wall



PHOTO 0263 – Upper floor ceiling cavity looking toward the southwest



PHOTO 0285 – Exposed unreinforced masonry wall in the mayor's office vestibule

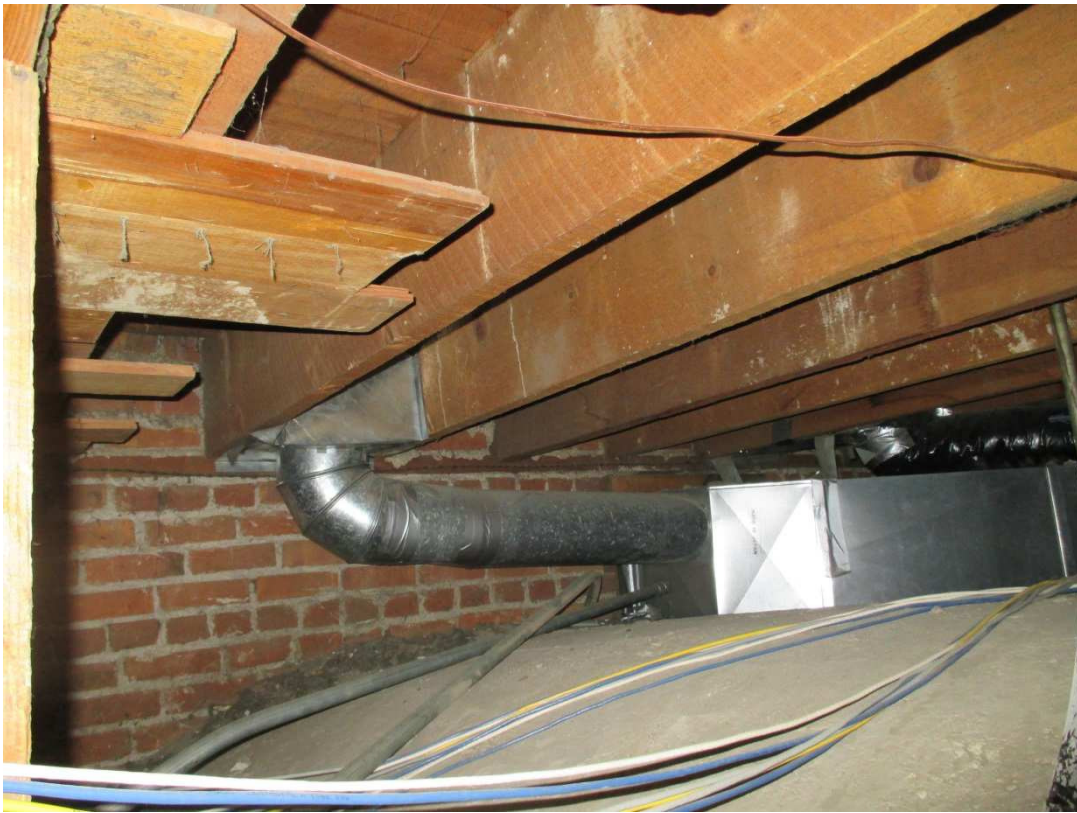


PHOTO 0236 – Upper floor framing visible in the main floor ceiling cavity adjacent to a vault



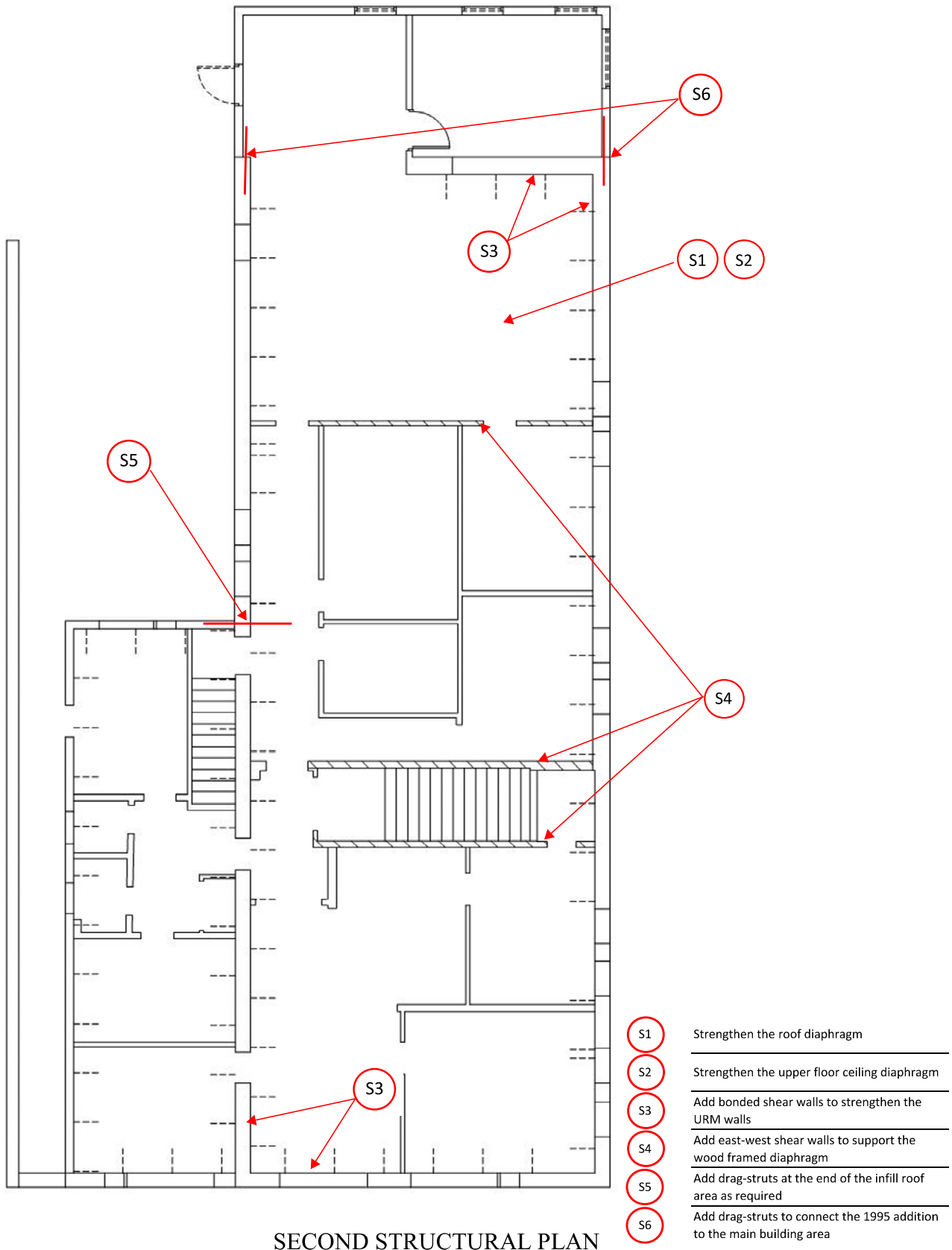
PHOTO 0242 – Upper floor connection at the east URM wall of the main building area

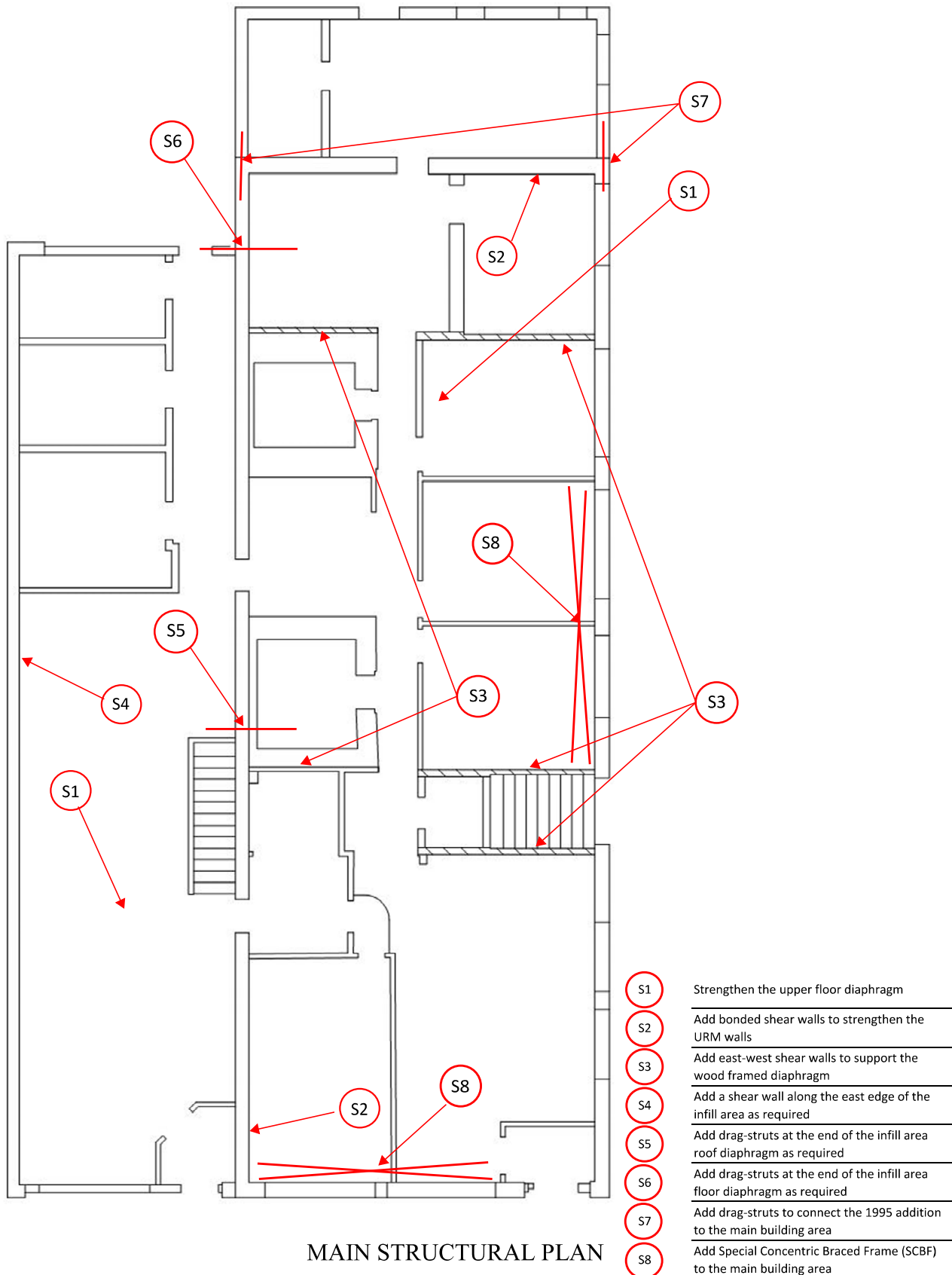


PHOTO 0244 – Main floor ceiling cavity in the main building area



PHOTO 0235 – Access opening through the east URM wall in the main building area





Background

The Ashland City Hall building is comprised of two primary building areas described below. The building was originally constructed around 1891 as an unreinforced masonry building that has had two major additions added since that time, along with several interior remodels over the life of the building. One addition was added around 1913, which expanded the building to the north on both stories and to the south on the first story only. Another addition was added in 1995 that extended the second floor to the south so to be in line with the south wall of the 1913 main floor addition. The building houses several city offices including the mayor's office and support staff, as well as the water department.

One area is the main building area that is a two-story structure that has unreinforced masonry walls on the east and west sides of the area, as well as an unreinforced masonry wall from the original building toward the south side of the building. The other exterior walls of the main building area are cast-in-place concrete walls that were placed during the 1913 addition.

The other area of the building is the infill area that is between the main building area and the 1880 Pioneer Building to the East. The infill area is supported by the main building area on the west and on the east by post-and-beam supports that are adjacent to the 1880 Pioneer Building. The infill area is approximately 18' wide by 75' long on the main floor that does not have an apparent lateral force-resisting element on the east side. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level.

Main Building Area

The main building section is a two-story area that is constructed of three different wall materials including unreinforced masonry walls, cast-in-place concrete walls and light wood-framed walls along the exterior of the 1995 addition. The roof is built with straight sheathing that spans in the north and south direction and is perpendicular to the roof framing. In addition, there are several interior partition walls on the main floor that may be seismic hazards, including the unreinforced masonry wall at the south office area and the cell block area.

The main building area can be evaluated in three different conditions. One condition is as the building exists today, where it appears that none of the previous recommendations have been considered. Another condition would be if the building had been seismically upgraded in 1994 when the report was originally generated; the last condition is if the work that is being proposed today is considered. Currently, the existing main building area roof diaphragm has a demand-to-capacity ratio (DCR) of 29 and the main floor diaphragm has a DCR of 19. The unreinforced masonry walls on the upper floor have a DCR of up to 5.4 and on the main floor the unreinforced masonry walls have a DCR of 4.8 in the north-south direction and a DCR of 21 in the east-west

direction. Typically, when reporting DCR numbers that are greater than 10, the number is capped at 10 to demonstrate that the element has no capacity, but, in this case, we have not done that in order to demonstrate the deficiencies of the building.

If the upgrade work was completed following the 1994 report, there would be some concerns today based on the changes to the OSSC, which in this case the seismic base loading has increased by 52% (the seismic coefficient increased from 0.17 g to 0.26 g). There have also been some changes in the way designers address seismic loads and how materials are used in resisting the seismic loading. In addition, the roof diaphragm would also be a concern based on the fact that straight sheathing is not recommended for use in masonry buildings based on the lack of stiffness of the diaphragm. The unreinforced masonry walls on the upper floor would have a DCR of up to 2.5 and on the main floor the unreinforced masonry walls would have a DCR of 4.8 in the north-south direction. The plywood shear walls on the upper floor would have a DCR of up to 1.2 and on the main floor the plywood shear walls would have a DCR of 2.5 in the east-west direction. The fact that the 1994 renovation is deficient is a result of.

As part of the third condition, there are a number of structural concerns that will need to be addressed including the following: the lack of parapet bracing for the parapet walls that are taller than 12" above the roof diaphragm; the need to strengthen the roof, upper floor ceiling and floor diaphragms for the imposed lateral loads; the need to provide lateral force resisting elements to support the in-plane unreinforced masonry wall loading; the lack of anchorage between the diaphragms and the unreinforced masonry walls; and the lack of drag struts at the end of the infill area on the upper and main floors. It is assumed that the exterior unreinforced masonry walls have adequate strength to resist the out-of-plane loading, but this assumption will need to be verified in the field prior to commencing the seismic strengthening of the building.

Main Building Area Recommendations

For the lack of parapet bracing, use custom brackets to connect the parapet walls back to the roof diaphragm. For the inadequate diaphragms, add plywood sheathing at the diaphragm level, as well as additional in-plane shear walls on the upper and main floors to reduce the loading on the diaphragm as well as the exterior shear walls lines. In addition, bonded shear walls may be used in the attic area to transfer loads between the roof diaphragm and the ceiling diaphragm of the upper level. For the inadequate lateral force-resisting elements (the unreinforced masonry walls), add bonded shear walls to resist the in-plane loading as required by code. For the lack of drag strut connections between the infill area and the main building area, use custom brackets to connect the areas together.

Infill Area

It appears that the infill area existed before the 1913 addition was built, but it was most likely significantly remodeled during the 1913 addition. Consequently, we considered the infill portion

of the building to be part of the 1913 addition. The infill area is supported on the west by the east unreinforced masonry wall of the main building area and on the east by post-and-beam supports that are adjacent to the Pioneer Building.

The infill area is approximately 18' wide by 75' long on the main floor, which does not have an apparent lateral force resisting element on the east side adjacent to the Pioneer Building. The upper floor is 14' wide by 45' long that has cast-in-place concrete exterior walls that are supported by the wood-framed diaphragm of the main level. The concrete walls that are supported by the wood-framed floor diaphragm are of some concern, because the infill area does not have an apparent lateral force resisting element on the main floor east side. There is also some concern with the north wall of the infill area and how the diaphragms are connected to the exterior walls. Lastly, there is not an isolation joist between the north wall or the floor diaphragm of the infill area and the adjacent Pioneer Building. During a seismic event pounding of these two buildings may occur that could cause additional damage to the City Hall building, as well as to the Pioneer Building. In order to address pounding, the buildings can either be separated by a seismic isolation joint or tied together so that the two buildings work together.

Infill Area Recommendations

Most of the repairs at the infill area are similar to the repairs as required at the main building area, including the addition of connections between the walls and the diaphragm for in-plane and out-of-plane loads. For the potential pounding concern, a seismic isolation joist should be added between the infill area and the adjacent Pioneer Building. Due to the existing concrete vaults, the bonded shear walls that are being added to strengthen the east unreinforced masonry wall of the main building area will need to be built on the east side of the unreinforced masonry wall in the infill area.

Limitations

The information contained in this report is for the exclusive use of the City of Ashland. Miller Consulting Engineers, Inc. assumes no responsibility or liability for any use of this report by other parties. This report relates solely to the stated purpose of this investigation; and no representations concerning other aspects (if any) of the circumstance, structure or site are included. The conclusions (if any) are based on the above stated visual structural observations, and no destructive testing or monitoring was performed. Specific construction details exceed the scope of this report. No guarantee or warranty, expressed or implied, is provided.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions of the Contractor's method of pricing, and that the Consultant's opinions of probable

construction costs are made on the basis of the Consultant's professional judgment and experience. Within our opinion of probable construction cost estimate, we have included the contractor's overhead and profit, as well as a 25% construction contingency to account for some differences in the field during construction. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Opinions of probable construction cost only include the cost to perform the retrofit work, cost to provide temporary storage for displaced material, removal of contents, a contained work environment with ventilation, and protection of fragile finishes. Items excluded from the opinions of probable construction cost that should also be considered include, but are not limited to, staff relocation, bonding, insurance, and permits.

A list of definitions is included below to assist the reader with the technical terms used throughout this report.

Definitions

Clerestory: A vertical step in the roof containing windows.

CMU Wall: A Concrete Masonry Unit wall is constructed of modular hollow concrete blocks that are attached together with mortar.

Collector: A component that transfers lateral load from the building diaphragm to the lateral force-resisting system.

Concrete Tilt Panel: A concrete wall that was constructed flat on the ground and then tilted into place.

Continuity Tie: A structural tie, such as a strap, to ensure transfer of loads from one member to another aligned member.

Diagonal Sheathing: A type of roof sheathing where 1x wood members are nailed at a 45 degree angle across roof or wall framing.

Diaphragm: A roof or floor that supports walls.

Dynamic Landslide: A landslide caused by an earthquake.

Essential Facilities (2012 IBC): Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, or earthquakes. The word operational in this definition is the distinguishing link between the ASCE 41-13 and the 2012 IBC.

Glazing: The glass portion of a window.

Glulam Beam: An engineered wood beam constructed of many layers of wood glued together.

Immediate Occupancy (ASCE 41-13): Overall damage is light; no permanent drift; the structure substantially retains original strength and stiffness; and continued occupancy is likely. Equipment is generally secure but might not operate due to mechanical failure or lack of utilities. There may be some cracking of facades, partitions, and ceilings, as well as structural elements. All systems important to normal operation may not be functional.

Life-Safety Structural Performance (ASCE 41-13): Postearthquake damage to a structure is such that the building retains capacity against onset of partial or full collapse.

Liquefaction: The rapid shaking of the soil during an earthquake, which results in the soil acting like a liquid rather than a solid, reducing the ability of the soil to carry the weight of the above structure.

Load Path: A path through which seismic forces travel through the building to the foundation.

Non-Structural Component: A permanently installed covering, mechanical or electrical component that does not support the primary structure.

Open Web Joist: A structural steel member composed of a top and bottom component with diagonal and vertical members linked in between.

Operational (ASCE 41-13): Overall damage is very light; no permanent drift; the structure retains substantial original strength and stiffness. The occupancy is continuous and use of the structure is highly likely. Negligible damage occurs to the equipment and power and other utilities are available, possibly from standby sources. There is minor cracking of facades, partitions, ceilings, and structural elements. All systems important to normal operation are functional.

Out-of-plane (forces/wall): Loads that act on a wall that typically are trying to push or pull the wall away from the floor or roof.

Performance Objective: One or more pairings of the selected hazard level with the acceptable or desirable structural and non-structural performance level.

Pilaster: A supporting column whose partial girth protrudes from the wall.

Post-Installed Anchor: A bolt that is installed in hardened concrete.

Primary Structure: A portion of a structure that is used to support gravity, snow, rain or wind and earthquake loads.

R&R: Remove and replace.

Seismic Evaluation: A study to evaluate a building's capacity to resist loads from an earthquake.

Shear Wall: A wall that resists seismic forces applied to it that are transferred from the roof and/or floor levels.

Ship-lap: A type of roof sheathing where 1x wood members are spaced over roof framing and overlap with adjoining members.

Special Concentrically Braced Frame: A steel frame that resists lateral loads through its diagonal members.

Straight Sheathing: A type of roof sheathing where 1x wood members are nailed perpendicular to roof or wall framing.

Surface Fault Rupture: Where a fault line opens up creating a crack in the soil.

APPENDIX – A

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

PROJECT:	Owner Directed Facility Seismic Evaluations	JOB NO.:	150799
LOCATION:	Ashland City Hall		
CLIENT:	City of Ashland	DATE:	7-Dec-15
TAKE-OFF BY:	ERW	CHECKED BY:	RGV

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Mobilization	Job Trailer	7	Month	\$500	\$3,500	
	Supervisor	30	Week	\$4,125	\$123,750	
Construction Aids						
Lift 500# capacity	Provide scissor lifts	7	Month	\$4,300	\$30,100	
Temporary Storage	Provide (2) 40' container for storage as required	7	Month	\$1,000	\$7,000	
Ventalation	Negative Air Equipment per (4) zones	30	Week	\$2,000	\$60,000	
						\$224,350
Strengthen Roof Diaphragm	Remove (E) TPO roofing	2880	S.F.	\$2	\$5,760	
	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add parapet bracing @ 4' o.c. for walls > 16" tall	120	L.F.	\$400	\$48,000	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Build bonded shear walls in attic for IP and OOP (using 3.5' tall attic walls)	798	S.F.	\$15	\$11,970	
New Roofing	New TPO Roofing with rigid insulation	2880	S.F.	\$20	\$57,600	
Strengthen Upper Floor Ceiling Diaphragm	Remove all contents on upper floor	2880	S.F.	\$15	\$43,200	
	Temporary work area	2880	S.F.	\$2	\$4,320	
	Add Plywood	2520	S.F.	\$8	\$20,160	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	24	Ea.	\$400	\$9,527	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Drag-strut and continuity ties	Custom drag-strut at Gridline 3	1	Ea.	\$2,000	\$2,000	
	Install strap at Gridline 3	1	Ea.	\$1,000	\$1,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen the east exterior masonry wall	Repoint exterior masonry walls	600	S.F.	\$20	\$12,000	
Strengthen upper floor diaphragm	Add Plywood	2520	S.F.	\$4	\$10,080	
	Add ties @ 2' o.c. for the (E) parallel walls	41	Ea.	\$400	\$16,500	
	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Drag-strut and continuity ties	Custom drag-strut at Gridline 3 and 6	2	Ea.	\$2,000	\$4,000	
	Install strap at Gridline 3	2	Ea.	\$1,000	\$2,000	
	Install Simpson HD at 7-A and 7-B	2	Ea.	\$500	\$1,000	
Strengthen main floor diaphragm	Out of plane ties @ 4' o.c. (excluding bonded walls)	36	Ea.	\$400	\$14,250	
	Add Blocking between rafters@ anchors	228	L.F.	\$25	\$5,700	
	Add perimeter angle and anchors in masonry	228	L.F.	\$50	\$11,400	
Second floor shear wall at Grid 1	Demo (E) wall finishes	336	S.F.	\$4	\$1,344	
	Build 5'-4" and 7'-6" bonded shear walls	336	S.F.	\$25	\$8,400	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	336	S.F.	\$12	\$4,032	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid 2(N)	Demo (E) wall finishes	228	S.F.	\$4	\$912	
	Build 19'-0" shear wall	228	S.F.	\$8	\$1,824	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	228	S.F.	\$12	\$2,736	
Second floor shear wall at Grid 2(S)	Demo (E) wall finishes	279	S.F.	\$4	\$1,116	
	Build 23'-3" shear wall	279	S.F.	\$8	\$2,232	
	Holdown at each wall end	2	Ea.	\$400	\$800	
	(N) gypsum and finish	279	S.F.	\$12	\$3,348	
Second floor shear wall at Grid 4	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Build 6'-3" and 14'-0" shear walls	243	S.F.	\$10	\$2,430	
	Holdown at each wall end	4	Ea.	\$400	\$1,600	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid 7	Demo (E) wall finishes	154	S.F.	\$4	\$616	
	Build 12'-10" bonded shear walls	154	S.F.	\$25	\$3,852	
	(N) gypsum and finish	154	S.F.	\$12	\$1,849	
Second floor shear wall at Grid 8	Demo (E) wall finishes	243	S.F.	\$4	\$972	
	Holdown at each wall end	6	Ea.	\$400	\$2,400	
	(N) gypsum and finish	243	S.F.	\$12	\$2,916	
Second floor shear wall at Grid A	Demo (E) wall finishes	568	S.F.	\$4	\$2,272	
	Build 13'-3", 15'-10" and 18'-3" bonded shear walls	568	S.F.	\$25	\$14,200	
	(N) gypsum and finish	568	S.F.	\$12	\$6,816	
Second floor shear wall at Grid B	Demo (E) wall finishes	581	S.F.	\$4	\$2,324	
	Build 13'-4", 14'-10" and 20'-3" bonded shear walls	581	S.F.	\$25	\$14,524	
	(N) gypsum and finish	581	S.F.	\$12	\$6,971	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Second floor shear wall at Grid C	Demo (E) wall finishes	408	S.F.	\$4	\$1,632	
	Build 6'-0", 7'-0" and 21'-0" bonded shear walls	408	S.F.	\$25	\$10,200	
	(N) gypsum and finish	408	S.F.	\$12	\$4,896	
Main floor braced frame at Grid 1	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish	96	S.F.	\$20	\$1,920	
	(N) gypsum and finish	306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid 2(N)	Demo (E) wall finishes	183	S.F.	\$4	\$731	
	Demo floor to build footing	64	S.F.	\$10	\$640	
	Excavate for new footing	16	L.F.	\$60	\$960	
	Add concrete foundation	16	L.F.	\$200	\$3,200	
	Build 14'-4" shear wall	183	S.F.	\$8	\$1,462	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish	64	S.F.	\$20	\$1,280	
	(N) gypsum and finish	183	S.F.	\$12	\$2,192	
Main floor shear wall at Grid 2(S)	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish	99	S.F.	\$20	\$1,973	
	(N) gypsum and finish	314	S.F.	\$12	\$3,773	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid 5	Demo (E) wall finishes	314	S.F.	\$4	\$1,258	
	Demo floor to build footing	99	S.F.	\$10	\$986	
	Excavate for new footing	25	L.F.	\$60	\$1,480	
	Add concrete foundation	25	L.F.	\$200	\$4,932	
	Build 10'-4" and 14'-4" shear walls	314	S.F.	\$8	\$2,515	
	Holdown at each wall end	4	Ea.	\$1,000	\$4,000	
	Rebuild floor with finish	99	S.F.	\$20	\$1,973	
	(N) gypsum and finish	314	S.F.	\$12	\$3,773	
Main floor shear wall at Grid 7	Demo (E) wall finishes	351	S.F.	\$4	\$1,403	
	Build 13'-0" and 14'-6" bonded shear walls	351	S.F.	\$25	\$8,766	
	(N) gypsum and finish	351	S.F.	\$12	\$4,208	
Main floor shear wall at Grid 8	Demo (E) wall finishes	132	S.F.	\$4	\$527	
	Build 10'-4" bonded shear wall	132	S.F.	\$25	\$3,293	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	(N) gypsum and finish	132	S.F.	\$12	\$1,580	
Main floor shear wall at Grid A	Demo (E) wall finishes	306	S.F.	\$4	\$1,224	
	Demo floor to build footing	96	S.F.	\$10	\$960	
	Excavate for new footing	24	L.F.	\$60	\$1,440	
	New concrete foundation	24	L.F.	\$200	\$4,800	
	Build 20' SCBF frame	1	Ea.	\$30,000	\$30,000	
	Connections at SCBF	1	Ea.	\$5,000	\$5,000	
	Rebuild floor with finish	96	S.F.	\$20	\$1,920	
	(N) gypsum and finish	306	S.F.	\$12	\$3,672	
Main floor shear wall at Grid B	Demo (E) wall finishes	861	S.F.	\$4	\$3,443	
	Build 11'-0", 12'-0", 20'-0" and 24'-6" bonded shear walls	861	S.F.	\$25	\$21,516	
	(N) gypsum and finish	861	S.F.	\$12	\$10,328	

ESTIMATE OF PROBABLE CONSTRUCTION COST
STRUCTURAL

SEISMIC DESCRIPTION	ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Main floor shear wall at Grid D	Demo (E) wall finishes	255	S.F.	\$4	\$1,020	
	Demo floor to build footing	80	S.F.	\$10	\$800	
	Excavate for new footing	20	L.F.	\$60	\$1,200	
	Add concrete foundation	20	L.F.	\$200	\$4,000	
	Build 20'-0" shear wall	255	S.F.	\$10	\$2,550	
	Holdown at each wall end	2	Ea.	\$1,000	\$2,000	
	Rebuild floor with finish (N) gypsum and finish	80	S.F.	\$20	\$1,600	
		255	S.F.	\$12	\$3,060	
					\$684,821	
					Sub-total	\$909,171
						Contractor Overhead and Profit (25%) \$227,293
						Construction Contingency (25%) \$227,293
					Total Seismic Construction Cost	\$1,363,757

APPENDIX – B

Building Code: 2014 Oregon Structural Specialty Code

Soils Report: No Soils Report by: N/A Dated: N/A

Soil Bearing: 1500 PSF Retaining Walls: No

Equivalent Fluid Pressure (active): N/A PCF Passive bearing: N/A PCF Friction: N/A

Structural System: Building Structure

Vertical System: Wood framed roof / masonry walls Lateral Sys: Flexible Diaphragm / Concrete or Masonry Shearwalls

Basic Design Loads:	Element	Roof	Floor	Corridor	Wood Wall
	Load Type	Dead	Dead	Dead	Dead
	Value (PSF)	15	15	15	8
	Load Type	Snow	Floor Live	Corridor Live	Brick Wall
	Value (PSF)	25	40	100	Dead
	Deflection Criteria	L/240	L/360	L/360	120

Lateral Design Parameters:

Wind Design: ASCE 7-10 Exposure B Wind Speed (3 sec Gust): 120 MPH

Importance Factors $I_w = \frac{1.00}{(\text{ice w/ wind})}$ $I_E = \frac{1.00}{(\text{seismic})}$ $I_s = \frac{1.00}{(\text{snow})}$ $I_i = \frac{1.00}{(\text{ice})}$ Risk Cat: II

Seismic Design

Seismic design parameters are based on published values from the USGS web site.

Design Summary:

The following calculations are schematic analysis of the existing URM building located in Ashland, Oregon considering current code loading with proposed shear wall upgrade design concepts. The braced frame analysis and design is not included in this scope of work.



MILLER
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9570 SW Barbur Blvd.
Suite One Hundred
Portland, OR 97219

(503)246-1250

FAX: 246-1395

Project Name: Ashland City Hall Seismic Evaluation

Project #: 150899

Location: 20 E Main Street, Ashland, Oregon

Client: City of Ashland

BY: ERW

Ck'd:

Date: 12/08/15

Page 1

USGS Design Maps Summary Report

User-Specified Input

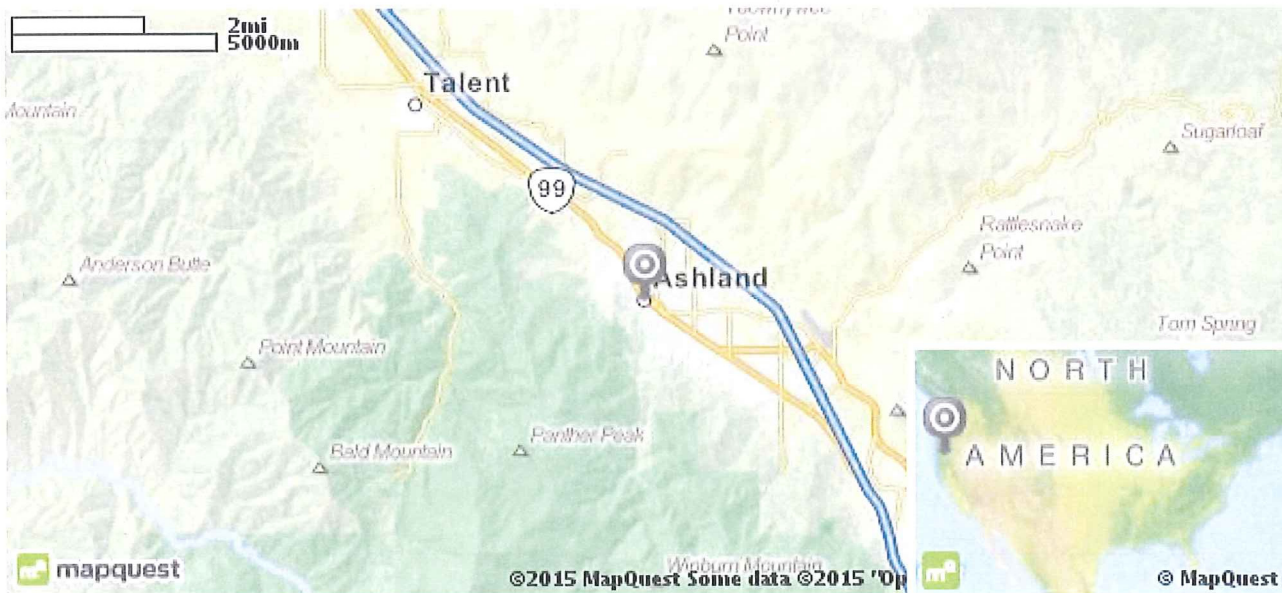
Report Title Ashland City Hall Evaluation
Wed October 14, 2015 00:21:15 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 42.19673°N, 122.71453°W

Site Soil Classification Site Class D – “Stiff Soil”

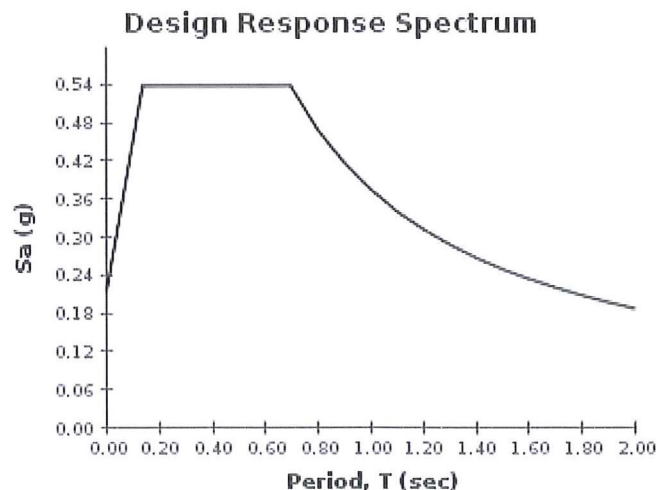
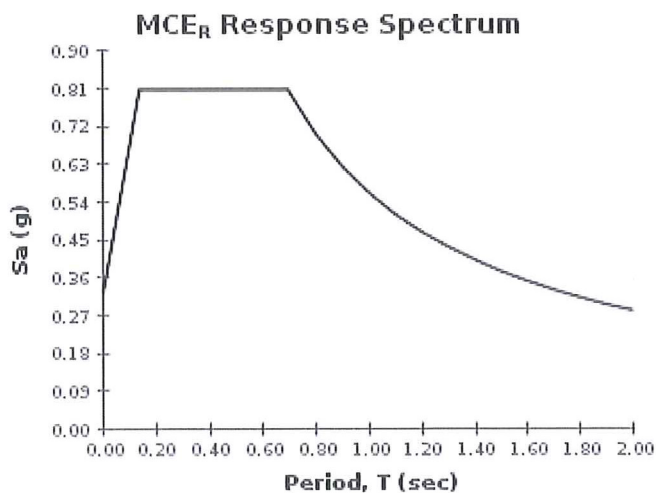
Risk Category I/II/III

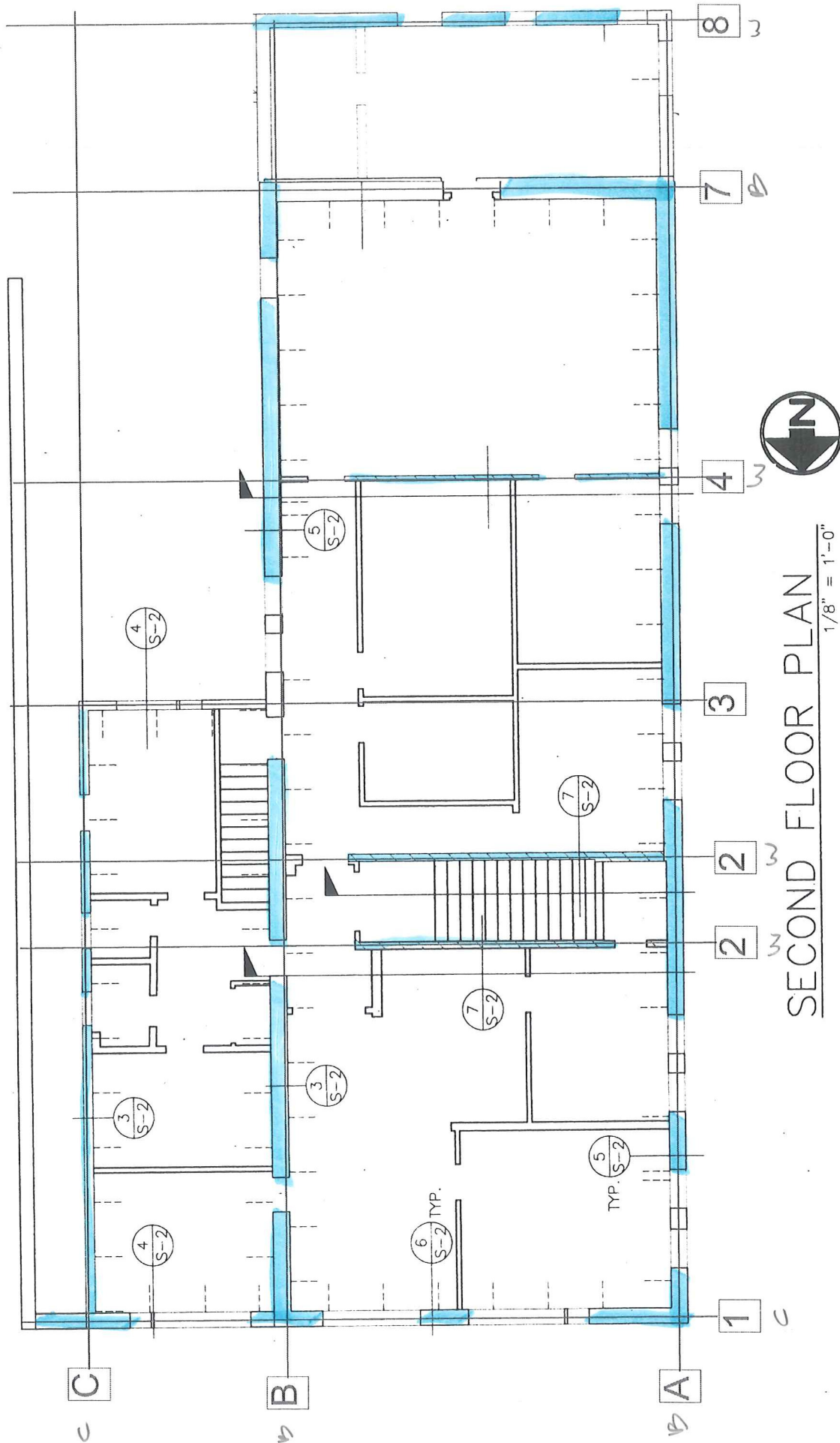


USGS–Provided Output

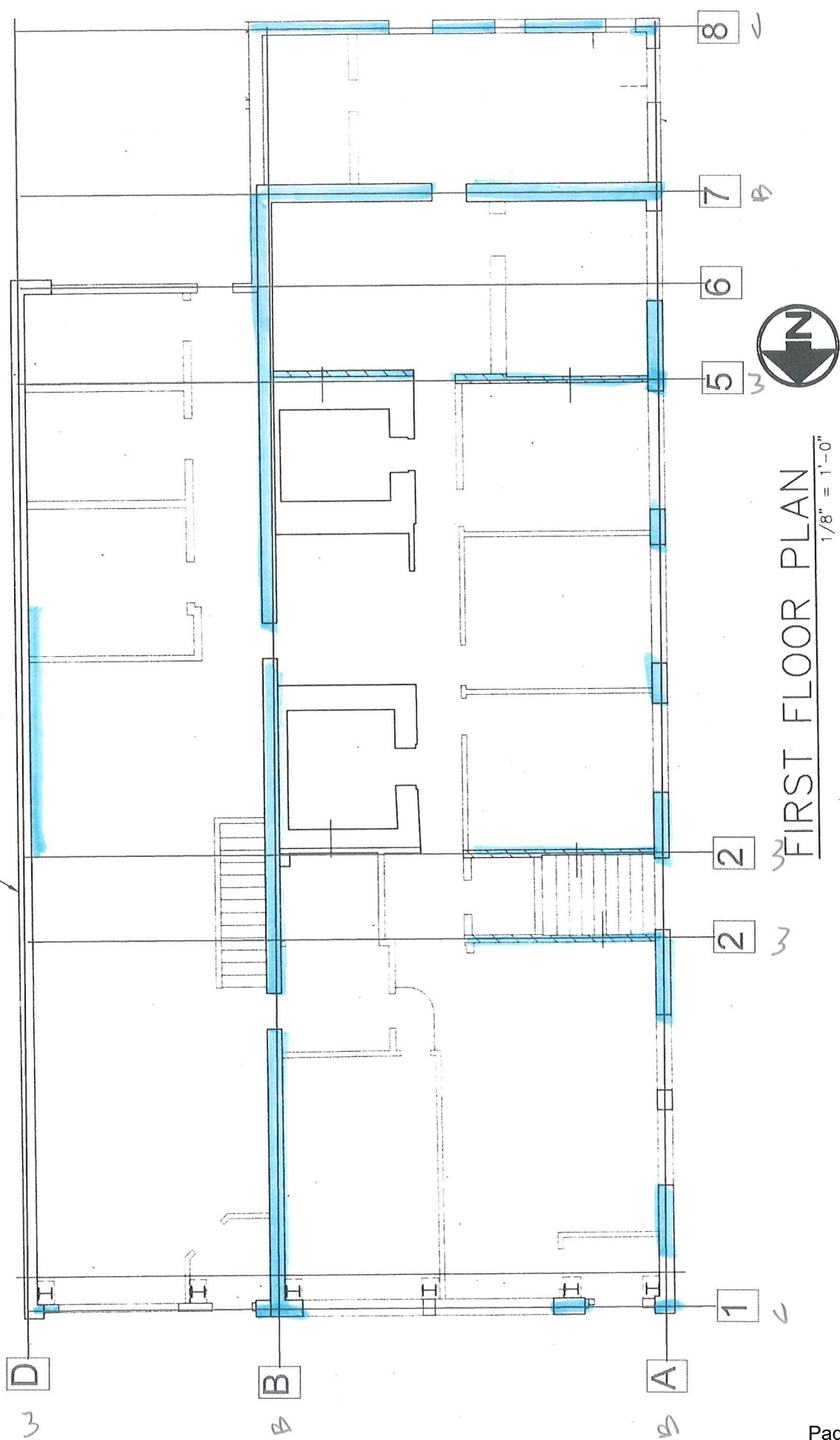
$S_s = 0.619 \text{ g}$	$S_{MS} = 0.808 \text{ g}$	$S_{DS} = 0.538 \text{ g}$
$S_1 = 0.318 \text{ g}$	$S_{M1} = 0.561 \text{ g}$	$S_{D1} = 0.374 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.





COMMON BUILDING WALL



Building Geometries and Weights:

Roofs:

East =	11500	lb
West =	51800	lb
Sub Total =	63300	lb

Second Floor:

East =	24500	lb
West =	51800	lb
Sub Total =	76300	lb

Upper East-West Walls: (starting at north wall)

GL 1 =	97200	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	0	lb
GL 7 =	36000	lb
GL 8 =	0	lb
Sub Total =	141040	lb

Upper North-South Walls: (starting at west wall)

GL A =	101000	lb
GL B =	101000	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	226750	lb
Total =	431090	lb

Main East-West Walls: (starting at north wall)

GL 1 =	100400	lb
GL 2(N) =	0	lb
GL 2(S) =	0	lb
GL 3 =	7840	lb
GL 4 =	0	lb
GL 5 =	0	lb
GL 6 =	11480	lb
GL 7 =	44600	lb
GL 8 =	15300	lb
Sub Total =	179620	lb

Main North-South Walls: (starting at west wall)

GL A =	130850	lb
GL B =	130850	lb
GL C =	24750	lb
GL D =	0	lb
Sub Total =	286450	lb
Total =	542370	lb

East Upper Section

Width =	14.25	ft
Length =	45.00	ft
2nd Floor Height =	12.00	ft

East Main Section

Width =	78.00	ft
Length =	64.00	ft
1st Floor Height =	12.75	ft

West Section

Width =	30.00	ft
Length =	96.00	ft
2nd Floor Height =	12.00	ft
1st Floor Height =	12.75	ft

Roof Weight =	18	psf
8" Concrete Wall =	80	psf
13.5" Concrete Wall =	168.75	psf
2 Wythe Wall =	80	psf
3 Wythe Wall =	120	psf
Second floor =	18	psf

(w / JRM NARS)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

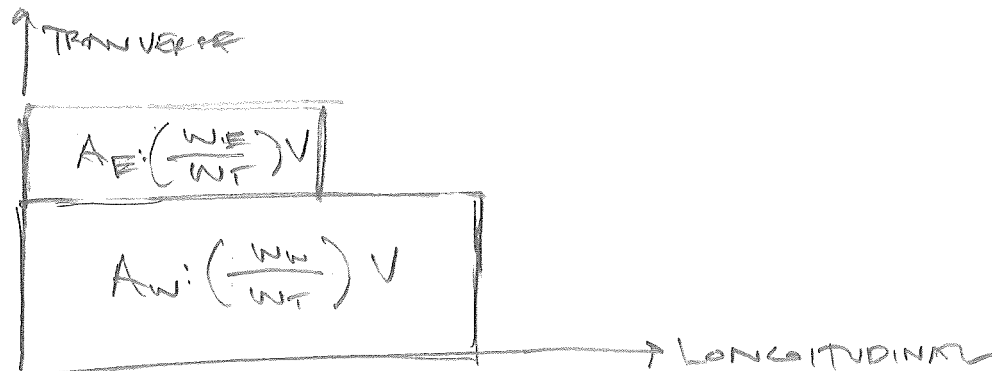
10. Ordinary plain masonry shear walls

Seismic Design Category (short per.)	D	Table 11.6-1, page 56
Seismic Design Category (1 sec)	D	Table 11.6-2, page 56
Seismic Design Category	D	(Controls)

$R =$	1.50	Table 12.2-1, pages 60-62
$\phi =$	2.50	Table 12.2-1, pages 60-62
$C_d =$	1.25	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.359	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	1.123	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.251	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	539170	lb
Redundancy Factor ρ :	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.251(W) =$	108322	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.251(W) =$	135480	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x h_x^k$	C_v	Force (lbs)	with ρ :
Roof	24.75	431090	10669477.5	0.61	148271	148271
2nd	12.75	539170	6874417.5	0.39	95532	95532
			17543895	Total Base Shear	243803	



Shear Load from Vertical Distribution: (w/ URM walls)

Roof Load =	148271	lb
Main Load =	95532	lb
	243803	

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

	Seismic (lb)					
	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	27848	20	1370	46158	9	5130
GL 2(N) =	22299	19	1174	36489	14	2546
GL 2(S) =	28569	23	1229	54153	14	3779
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	36951	20	1825	N/A	N/A	
GL 5 =	N/A	N/A	N/A	53359	25	2164
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	23313	13	1817	37759	28	1373
GL 8 =	8953	21	426	14185	21	675
	147933			242104		
GL A =	67119	56	1206	106706	31	3442
GL B =	74136	66	1131	123104	77	1597
GL C =	7017	37	190	N/A	N/A	
GL D =	N/A	N/A	N/A	13993	20	700
	148271			243803		

CAP OF URM @ 3 psi : $3(12(11)) = 720$ pif

MAX TWO SIDED SW : 1540 pif

MAX ONE SIDED SW : 770 pif

° LOADS ARE TOO HIGH, ADD WOOD
SHEAR WALLS AT THE (E) WALLS
TO TAKE ALL THE IN-PLANE LOADING
CHECK DIAPHRAGMS:

$$V_{RW} = 148271 \left(\frac{237800}{290050} \right) = 120 \text{ k}$$

$$v_{RW} = \frac{1}{2} (120 \text{ k}) / 30 = 2160 \text{ pif}$$

$$V_{SW} = 95532 \left(\frac{313500}{362750} \right) = 83.6 \text{ k}$$

$$v_{SW} = \frac{1}{2} (83.6) / 21 = 1392 \text{ pif}$$

(w/ wood shear walls)

$S_s =$	61.90%	Risk Targeted Maximum Considered Earthquake (Figure 22-1, 22-3, 22-5, and 22-6)(pages 158 through 165)
$S_1 =$	31.80%	Risk Targeted Maximum Considered Earthquake (Figure 22-2, 22-4, 22-5, and 22-6)(pages 158 through 165)
$F_a =$	1.30	Table 11.4-1, page 55
$F_v =$	1.76	Table 11.4-1, page 55
$S_{MS} = F_a S_s =$	0.81	eqn. 11.4-1 page 55

$S_{M1} = F_v S_1 =$	0.56	eqn. 11.4-2 page 55
$S_{DS} = (2) S_{MS}/(3) =$	0.54	eqn. 11.4-3 page 55
$S_{D1} = (2) S_{M1}/(3) =$	0.37	eqn. 11.4-4 page 55
Site Class	D	Table 20.3-1, page 152
Risk Category	II	Table 1.5-1, page 2

Seismic Force Resisting System A. Bearing Wall System

15. Light framed (wood) walls sheathed with wood structural panels rated for shear resistance

Seismic Design Category (short per.) D Table 11.6-1, page 56

Seismic Design Category (1 sec) D Table 11.6-2, page 56

Seismic Design Category D (Controls)

$R =$	6.50	Table 12.2-1, pages 60-62
$\Omega =$	3.00	Table 12.2-1, pages 60-62
$C_d =$	4.00	Table 12.2-1, pages 60-62
$I_e =$	1.00	Importance factor, Table 1.5-2, page 4
$C_T =$	0.02	Table 12.8-2, page 72
$x =$	0.75	Table 12.8-2, page 72
$h_n =$	24.75	ft, defined in section 12.8.2.1, page 72
$T =$	0.222	Eqn. 12.8-7, page 72
$k =$	1.00	Section 12.8.3, page 73
$C_u =$	1.4	Table 12.8-1, page 72
$T_{a_{max}} =$	0.311	section 12.8.2, page 72
$C_s =$	0.083	Eqn. 12.8-2, pg 72
$T_L =$	16	Fig. 22-12 through 22-16, page 170-173
$C_s =$	0.259	need not exceed - Eq. 12.8-3 & 12.8-4, page 71-72
$C_s =$	0.024	shall not be less than -Eq. 12.8-5 & 12.8-6, page 72
$C_s =$	0.058	(control) * 0.7 (for allowable loads)
$W_{roof} =$	431090	lb
$W_{2nd} =$	542370	lb
Redundancy Factor $\rho:$	1.00	Section 12.3.4, pg 67
$V_{roof} = C_s W = 0.058(W) =$	24997	lb, Eq. 12.8-1, pg 71
$V_{2nd} = C_s W = 0.058(W) =$	31450	lb, Eq. 12.8-1, pg 71

Vertical Distribution of Seismic Forces: Eqn. 12.8-11 & Eq. 12.8-12, pg 72-73

Level	h_x (ft.)	w_x (lb)	$w_x \cdot h_x^k$	C_v	Force (lbs)	with $\rho:$
Roof	24.75	431090	10669477.5	0.61	34250	34250
2nd	12.75	542370	6915217.5	0.39	22198	22198
			17584695	Total Base Shear	56448	

Shear Load from Vertical Distribution:

Roof Load =	34250	lb
Main Load =	22198	lb

56448

(w/ wood shear walls)

Shear Wall Distribution:

	Roof-Long	Roof-Trans	Main-Long	Main-Trans
East =	19340	36250	43820	49250
West =	185000	253800	212100	313500
Total =	204340	290050	255920	362750

Shear Wall Loading/Diaphragm Loads:

Seismic (lb)						
	Roof	Roof SW	Shear (PLF)	Second	2nd SW	Shear (PLF)
Gridline 1	6433	20	316	10687	4	3054
GL 2(N) =	5151	19	271	8448	14	590
GL 2(S) =	6599	23	284	12534	14	875
GL 3 =	To GL2 & 4	N/A	N/A	N/A	N/A	
GL 4 =	8535	20	422	N/A	N/A	
GL 5 =	N/A	N/A	N/A	12359	25	501
GL 6 =	N/A	N/A	N/A	To GL5 & 7	N/A	
GL 7 =	5385	13	420	8742	28	318
GL 8 =	2068	21	98	3284	10	318
34172		56054				
GL A =	15504	47	327	24703	23	1066
GL B =	17125	48	354	28502	77	370
GL C =	1621	37	44	N/A	N/A	
GL D =	N/A	N/A	N/A	3243	20	162
34250		56448				

SEISMIC DESIGN FORCE, Section 13.3: (OUT OF PLANE AT PARAPET)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	26.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.258	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.181	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

(12.11.1) $0.4S_{DS}(0.7) = 0.151 \neq \text{USE } 13.3-1$
 TRY BRACING ONLY AT CEILING:

$$M_{PW} = \frac{0.181(80)(6)^2}{2} = 261' \#$$

$$M_P = [0.6(6(80))] \cdot \left[\frac{1}{2}(0.667) \right] = 96' \#$$

$$F_B = \frac{(261 - 96)}{(8/12)(12)} = 20.6 \text{ psf} > 5 \text{ psf}$$

≥ 1 BRACE WALK AT ROOF AND CEILING

WinBeam

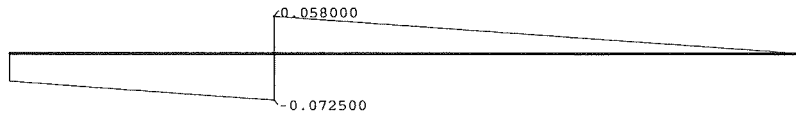
Project: PARAPET BRACING AT ROOF/CEILING

By: Date: Checked: Date: Page:

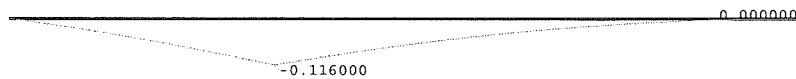
Reactions - kips, kip ft



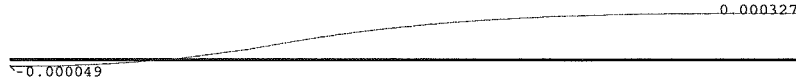
Shear - kips



Moment - kip ft



Rotation - radians



Deflection - inches



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LOAD AT PARAPET
 $M_R = \frac{1}{2}(0.667)[0.6(6(80))]$
 $\Rightarrow M_R = 96 \text{ k-ft}$
 $F_B = \frac{(116 - 96)}{(8/12)(12)}$
 $F_B = 1.12 \text{ psi}$

WinBeam

Project:

By: Date: Checked: Date: Page:

Analysis Data:

Beam Length = 6. feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	-0.043500	
2.000	0.130500	

Equilibrium:

	Force	Reaction	Diff
Vert	-0.087000	0.087000	-0.000000 kips
Rot	0.261000	-0.261000	0.000000 kip ft

Min & Max values:

Min Shear = -0.072500 kips at 2.000 feet
Max Shear = 0.058000 kips at 2.000 feet
Min Moment = -0.116000 kip ft at 2.000 feet
Max Moment = 1.421e-014 kip ft at 6.000 feet
Min Rotation = -4.872e-005 radians at 0 feet
Max Rotation = 0.0003271 radians at 6.000 feet
Min Deflection = -0.013029 in at 6.000 feet
Max Deflection = 0.0004638 in at 1.164 feet

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SEISMIC DESIGN FORCE, Section 13.3: (ODP AT UPPER WALLS)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	18.75	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.207	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.145	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12 \cdot 11 \cdot 1) \cdot 0.4 S_{DS} \cdot 0.7 = 0.151 \geq \text{USE } 12 \cdot 11 \cdot 1$$

$$M = \frac{[0.151 (120)] (12)}{2} = 326 \text{ 'k}$$

$$M_p = 0.6 \cdot [6(80) + 6(120)] \cdot \frac{1}{2} (1) = 360 \text{ 'k}$$

2 WALL UNDER COMPRESSION, NO TENSION
 DUE TO ODP LOADING

SEISMIC DESIGN FORCE, Section 13.3: (OOP AT MAIN WALLS)
 Elements of Structures, Nonstructural Components, and Equipment Supported by Structures

Site Class:	D	ASCE 7-10, Sec. 20.3, Table 20.3-1, pg. 152
Seismic Design Category:	D	ASCE 7-10, Sec. 11.6, pg 56
Risk Category:	II	IBC 2012 Sec 1604.5, pg 336
$S_s =$	61.90%	ASCE 7-10, Figure 22-1 page 158
$F_a =$	1.30	ASCE 7-10 Table 11.4-1 pg 55 (Linear interpolation is used)
$S_{MS} =$	0.81	ASCE 7-10 eqn. 11.4-1 pg 55
$S_{DS} =$	0.54	ASCE 7-10 eqn. 11.4-3 pg 55
$I_E =$	1.00	ASCE 7-10 Sec 13.1.3, pg 87
$a_p =$	1.0	ASCE 7-10 Table 13.6-1, pg 93
$R_p =$	2.50	ASCE 7-10 Table 13.6-1, pg 93
z (ft) =	6.375	Component attachment elevation w/ respect to grade
h (ft) =	26.75	Structure roof elevation with respect to grade
$F_p =$	0.127	* W_p ASCE 7-10 Eq. 13.3-1, pg 88
OR	0.862	* W_p ASCE 7-10 Eq. 13.3-2, pg 89
Not less than	0.162	* W_p ASCE 7-10 Eq. 13.3-3, pg 89

$F_p =$	0.113	* W_p	x 0.7 (Allowable Loading)
$0.2S_{DS}W_p =$	0.108	* W_p	(ASCE 7-10 Sec. 13.3, pg 88)

$$(12.11.1) \quad 0.4 S_{DS} \cdot 0.7 = 0.151 \Rightarrow \text{USE } 12.11.1$$

$$M_w = \frac{[0.151 (120)] (12.75)^2}{8} = 368 \text{ k-ft}$$

$$M_r = 0.6 [6(80) + (12 + 6.375)(120)] \left[\frac{1}{2}(1) \right] = 216 \text{ k-ft}$$

→ WALL UNDER COMPRESSION, NO TENSION
 IN MASONRY DUE TO OOP LOADING

WinBeam

Project: DIAPHRAGM - ROOF

By: Date: Checked: Date: Page:

Reactions - kips, kip ft



Shear - kips



$$V_R = \frac{1680}{30} = 56 \text{ plf}$$

Moment - kip ft



Rotation - radians



Deflection - inches



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WinBeam

Project:

By: Date: Checked: Date: Page:

Analysis Data:

Beam Length = 84. feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

Reactions:

X feet	Vert kips	Rot kip ft
0	1.680	
84.000	1.680	

Equilibrium:

	Force	Reaction	Diff
Vert	-3.360	3.360	-0.000 kips
Rot	141.120	-141.120	0.000 kip ft

Min & Max values:

Min Shear	=	-1.680 kips	at	84.000 feet
Max Shear	=	1.680 kips	at	0 feet
Min Moment	=	1.828e-013 kip ft	at	0 feet
Max Moment	=	35.280 kip ft	at	42.000 feet
Min Rotation	=	-0.024086 radians	at	84.000 feet
Max Rotation	=	0.024086 radians	at	0 feet
Min Deflection	=	-7.587 in	at	42.000 feet
Max Deflection	=	0 in	at	0 feet

$$V_R = 357 \left(\frac{9/18 (5180) + 2(3(60(24)))}{290050} \right)$$

= 40 plf

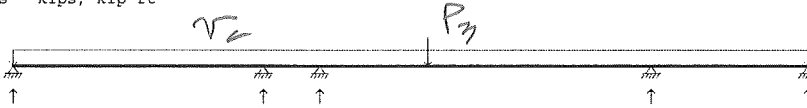
WinBeam 3.30 - Registered to Miller Consulting Engrs.

WinBeam

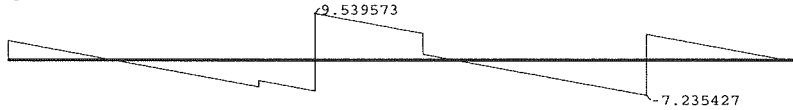
Project: **DIAPHRAGM - CEILING AT 2ND**

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft

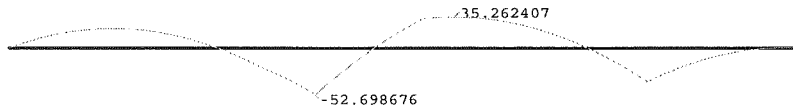


Shear - kips

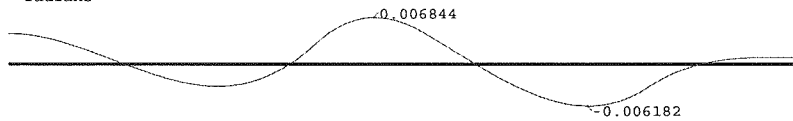


$$V_D = \frac{9540}{30} = 318 \text{ plf}$$

Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

WinBeam

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 84. feet
Number of Nodes = 203
Number of Elements = 202
Number of Degrees of Freedom = 406

$$V_L = \frac{34250 \left(\frac{293800}{250000} \right)}{24} = 357 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.938	
26.500	1.307	
32.500	15.896	
67.500	12.487	
84.000	0.638818	

$$P_3 = 34250 \left(\frac{76250}{250000} \right) = 4280 \#$$

Equilibrium:

	Force	Reaction	Diff
Vert	-34.268	34.268	0.000 kips
Rot	1447.816	-1447.816	-0.000 kip ft

Min & Max values:

Min Shear	=	-7.235 kips	at	67.500 feet
Max Shear	=	9.540 kips	at	32.500 feet
Min Moment	=	-52.699 kip ft	at	32.500 feet
Max Moment	=	35.262 kip ft	at	47.357 feet
Min Rotation	=	-0.006182 radians	at	61.205 feet
Max Rotation	=	0.006844 radians	at	38.661 feet
Min Deflection	=	-0.953457 in	at	49.455 feet
Max Deflection	=	0.099571 in	at	73.275 feet

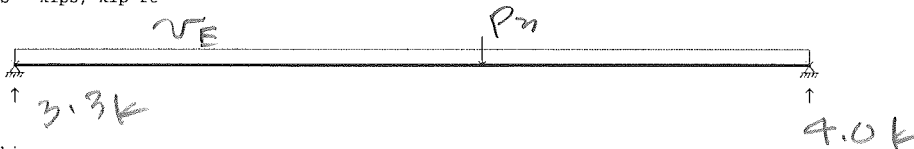
WinBeam 3.30 - Registered to Miller Consulting Engrs.

WinBeam

Project: DAKOTA - SECOND FLOOR (EAST)

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Reactions - kips, kip ft



Shear - kips

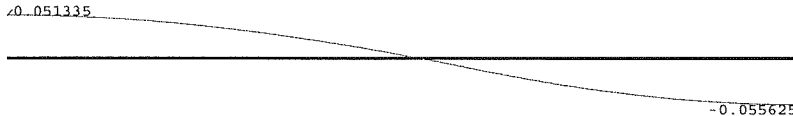


$$V = \frac{4033}{18} = 224 \text{ plf}$$

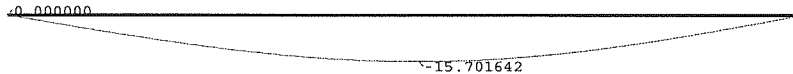
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

WinBeam

Project: _____

By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 75.5 feet
Number of Nodes = 201
Number of Elements = 200
Number of Degrees of Freedom = 402

$$V_E = \frac{7492 \left(\frac{49790}{762790} \right)}{75.5} = 40 \text{ plf}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	3.267	
75.500	4.033	

Equilibrium:

	Force	Reaction	Diff
Vert	-7.300	7.300	0.000 kips
Rot	304.465	-304.465	-0.000 kip ft

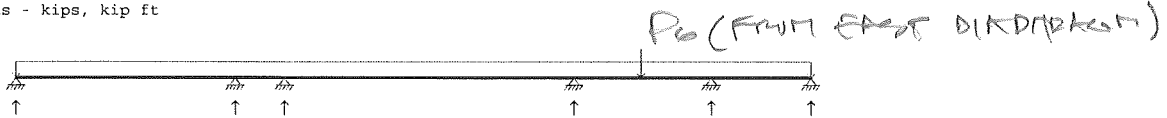
Min & Max values:

Min Shear	=	-4.033 kips	at	75.500 feet
Max Shear	=	3.267 kips	at	0 feet
Min Moment	=	-8.577e-013 kip ft	at	75.500 feet
Max Moment	=	105.792 kip ft	at	44.500 feet
Min Rotation	=	-0.055625 radians	at	75.500 feet
Max Rotation	=	0.051335 radians	at	0 feet
Min Deflection	=	-15.702 in	at	39.220 feet
Max Deflection	=	0 in	at	0 feet

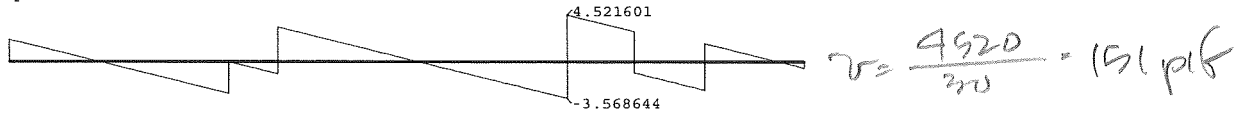
WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: **DIAPHRAGM - SECOND FLOOR (WEST)**
 By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

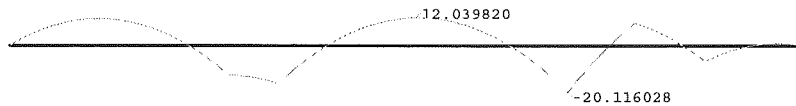
Reactions - kips, kip ft



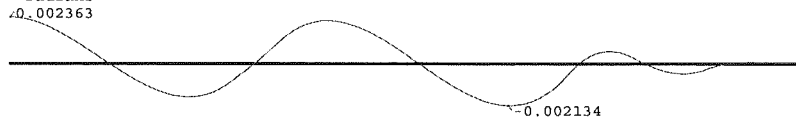
Shear - kips



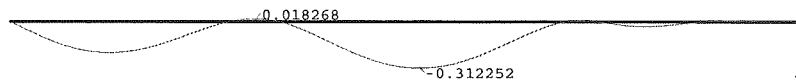
Moment - kip ft



Rotation - radians



Deflection - inches



WinBeam 3.30 - Registered to Miller Consulting Engrs.

Project: _____
 By: _____ Date: _____ Checked: _____ Date: _____ Page: _____

Analysis Data:

Beam Length = 96. feet
 Number of Nodes = 202
 Number of Elements = 201
 Number of Degrees of Freedom = 404

$$V_W = \frac{22198 \left(\frac{7138W}{762750} \right)}{96} = 199 \text{ pif}$$

Reactions:

X feet	Vert kips	Rot kip ft
0	2.140	
26.500	3.089	
32.500	4.568	
67.500	8.090	
84.000	4.523	
96.000	0.628220	

Equilibrium:

	Force	Reaction	Diff
Vert	-23.038	23.038	0.000 kips
Rot	1216.649	-1216.649	-0.000 kip ft

Min & Max values:

Min Shear	=	-3.569 kips	at	67.500 feet
Max Shear	=	4.522 kips	at	67.500 feet
Min Moment	=	-20.116 kip ft	at	67.500 feet
Max Moment	=	12.040 kip ft	at	49.281 feet
Min Rotation	=	-0.002134 radians	at	60.308 feet
Max Rotation	=	0.002363 radians	at	0 feet
Min Deflection	=	-0.312252 in	at	49.760 feet
Max Deflection	=	0.018268 in	at	29.731 feet

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Shearwall Design # of Shearwall Levels: 2

Load Combination:
Basic Load Combination: 0.6D+0.7E; 0.6D+W

Structure Information:

Wall Wt. (W_{w1}) =	120.00	psf
Roof Wt. (R_{w1}) =	18.00	psf
Roof Wall Height =	12.00	ft
Upper Floor Depth =	1.00	ft
Upper Floor Wt. (U_{w1}) =	15.00	psf
Upper Floor Wall Height =	11.75	ft
Floor Depth =	N/A	ft
Wt. (M_{w1}) =	N/A	psf
Wall Height =	N/A	ft
Wind Uplift (U) =	10.00	psf
0.2Sds =	0.11	(ultimate)

Roof Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)	Stacks on:
R1			6433	S1
R2 (N)			5151	S2 (N)
R2 (S)			6599	S2 (S)
R4			8535	S4
R5			0	
R7			5385	S7
R8			2068	S8
RA			15504	SA
RB			17125	SB
RC			1621	

Upper Floor Wall Line Marks	Wind (lb)	Min. Wind (lb)	Seismic (lb)
S1			4254
S2 (N)			3297
S2 (S)			5935
S4			0
S5			12359
S7			3357
S8			1216
SA			9199
SB			11377
SD			3243

Roof Level Holddown to: floor below
Upper Floor Level Holddown to: concrete

Sheathing Thickness: 15/32 in	Typical Sheathing Nailing: 8d Nails (uno)	Wall	(IBC 2306.3)
Shearwalls in Use		Capacity (plf)	
Wall Type A: 15/32" APA Rated Sheathing w/8d At 6" o.c. edges, 12" o.c. field		260	
Wall Type B: 15/32" APA Rated Sheathing w/8d At 4" o.c. edges, 12" o.c. field		380	
Wall Type C: 15/32" APA Rated Sheathing w/8d At 3" o.c. edges, 12" o.c. field		490	
Wall Type D: 15/32" APA Rated Sheathing w/8d At 2" o.c. edges, 12" o.c. field		640	

Simpson Holdowns and Anchors in Use; (Verify Fdn. Config. w/ Loads Listed in Catalog for Anchor Bolt Types)	Seismic Capacity (lb)	Wind Capacity (lb)
#0 (No Holdown Required)	0	0
#1 Holdown Type MSTC28 w/ (6) 16d sinkers at each end	1155	1155
#2 Holdown Type MSTC40 w/ (14) 16d sinkers at each end	2695	2695
#4 Holdown Type MSTC66/78 w/ (38) 16d sinkers at each end	5860	5860
#6 Holdown Type HDU2-SDS2.5 w/ (6) 1/4" dia. x 2 1/2" SDS Screws and SSTB16 Anchor Bolt	2550	3075
#9 Holdown Type HDU8-SDS2.5 w/ (20) 1/4" dia. x 2 1/2" SDS Screws and SSTB28 Anchor Bolt	5980	5980
#12 Holdown Type HDU14-SDS2.5 w/ (36) 1/4" dia. x 2 1/2" SDS Screws and PAB8x30 Anchor Bolt	14375	14375

Sill Plate to Concrete Anchorage:	2x plate	3x min. plate
5/8" dia. anchor capacity (lb) =	860	1070
Wall Type A: 0.625" dia. anchors spaced at	48" o.c.	48" o.c.
Wall Type B: 0.625" dia. anchors spaced at	43" o.c.	48" o.c.
Wall Type C: 0.625" dia. anchors spaced at	34" o.c.	42" o.c.
Wall Type D: 0.625" dia. anchors spaced at	3x req.	32" o.c.

(anchor spacing based from values from NDS using hemfir and a 1.6 duration increase)
(PL 1/4x3x0'-3" required)

Roof Level	0.2Sds =		0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
R1	0	0	6433		Wind Uplift (U) =	10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L, ft:
Overall Seg. (Lo), ft:	3.50	4.00	5.33	7.50		20.33
R1 Wall Height (H1), ft:	12.00	12.00	12.00	12.00		
Trib. 1, ft:	2.00	2.00	2.00			
Rtn. Load (RL), lb:	200	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00		
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00		
Seismic, plf:	316	316	316	316		= 6433 lb / 20.33'
w/ H/W, plf:	542	474	356			(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	13290	15189	20239	28479		= (6433 lb / 20.33' * Lo * H1)
Mr (Seismic), ft-lb:	9741	12608	22032	42000		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2/2 + RL * Lo
HD (Seismic), lb:	2336	2142	1627	857		= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695	2695	2695	1155		
HD Type:	2	2	2	1		
Shear critical, plf:	542	474	356	316		15/32" APA Rated Sheathing
HD critical, lb:	2336	2142	1627	857		Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No	No		Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single	Single		Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Concrete Anch.?	No	No	No	No		Seg. 4: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Wall Type:	D	C	B	B		Holddown Types:
Wall Capacity, plf:	640	490	380	380		Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2	2	2	1		Seg. 2: '2' = MSTC40 with (14) 16d sinkers at each end
Holddown Capacity, lb:	2695	2695	2695	1155		Seg. 3: '2' = MSTC40 with (14) 16d sinkers at each end
3x Members req.:	Yes	No	No	No		Seg. 4: '1' = MSTC28 with (6) 16d sinkers at each end

Roof Level	0.2Sds =		0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb			
R2 (N)	0	0	5151		Wind Uplift (U) =	10 psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Total L:
Overall Seg. (Lo), ft:	19.00					19.00
(N) Wall Height (H1), ft:	12.00					
Trib. 1, ft:	2.00					
Rtn. Load (RL), lb:	200					
Trib. 1 Weight (Rw), psf:	18.00					
Wall Weight (Ww), psf:	8.00					
Seismic, plf:	271					= 5151 lb / 19'
M _{OT} (Seismic), ft-lb:	61812					= (5151 lb / 19' * Lo * H1)
Mr (Seismic), ft-lb:	27626					= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2/2 + RL * Lo
HD (Seismic), lb:	2490					= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	2695					
HD Type:	2					
Shear critical, plf:	271					15/32" APA Rated Sheathing
HD critical, lb:	2490					Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No					
Sheathing Layers:	Single					
Concrete Anch.?	No					
Wall Type:	B					Holddown Types:
Wall Capacity, plf:	380					Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end
Controlling HD Type:	2					
Holddown Capacity, lb:	2695					
3x Members req.:	No					

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R2 (S)	0	6599
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	23.25	
! (S) Wall Height (H1), ft:	12.00	
Trib. 1, ft:	2.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	8.00	
Seismic, plf:	284	
		= 6599 lb / 23.25'
MOT (Seismic), ft-lb:	79188	
Mr (Seismic), ft-lb:	40327	
HD (Seismic), lb:	2495	
Holdown Capacity, lb:	2695	
HD Type:	2	
		15/32" APA Rated Sheathing
Shear critical, plf:	284	
HD critical, lb:	2495	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?:	No	
Wall Type:	B	
Wall Capacity, plf:	380	
Controlling HD Type:	2	
Holdown Capacity, lb:	2695	
3x Members req.:	No	
		Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '2' = MSTC40 with (14) 16d sinkers at each end

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R4	0	8535
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	6.25	14.00
R4 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	421	421
		= 8535 lb / 20.25'
MOT (Seismic), ft-lb:	31611	70809
Mr (Seismic), ft-lb:	4531	19264
HD (Seismic), lb:	4677	4335
Holdown Capacity, lb:	5860	5860
HD Type:	4	4
		15/32" APA Rated Sheathing
Shear critical, plf:	421	421
HD critical, lb:	4677	4335
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?:	No	No
Wall Type:	C	C
Wall Capacity, plf:	490	490
Controlling HD Type:	4	4
Holdown Capacity, lb:	5860	5860
3x Members req.:	Yes	Yes
		Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field
		Seg. 2: 'C' = 8d At 3" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '4' = MSTC66/78 with (38) 16d sinkers at each end
		Seg. 2: '4' = MSTC66/78 with (38) 16d sinkers at each end

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R7	0	5385
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	12.83	
R7 Wall Height (H1), ft:	12.00	
Trib. 1, ft:	4.00	
Rtn. Load (RL), lb:	200	
Trib. 1 Weight (Rw), psf:	18.00	
Wall Weight (Ww), psf:	120.00	
Seismic, plf:	420	
		= 5385 lb / 12.83'
M _{OT} (Seismic), ft-lb:	64635	
Mr (Seismic), ft-lb:	127069	
HD (Seismic), lb:	-162	
Holdown Capacity, lb:	0	
HD Type:	0	
		15/32" APA Rated Sheathing
Shear critical, plf:	420	
HD critical, lb:	0	
40% increase for wind?:	No	
Sheathing Layers:	Single	
Concrete Anch.?:	No	
Wall Type:	C	
Wall Capacity, plf:	490	
Controlling HD Type:	0	
Holdown Capacity, lb:	0	
3x Members req.:	Yes	
		Seg. 1: 'C' = 8d At 3" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '0' no holdown required

Roof Level	0.2Sds = 0.075	
Wall Line	Wind (W), lb	Min. Wind, lb Seismic (E), lb
R8	0	2068
Wind Uplift (U) = 10 psf		
	Segment 1	Segment 2
Overall Seg. (Lo), ft:	4.50	6.00
R8 Wall Height (H1), ft:	12.00	12.00
Trib. 1, ft:	4.00	4.00
Rtn. Load (RL), lb:	200	200
Trib. 1 Weight (Rw), psf:	18.00	18.00
Wall Weight (Ww), psf:	8.00	8.00
Seismic, plf:	98	98
w/ H/W, plf:	131	
M _{OT} (Seismic), ft-lb:	5318	7090
Mr (Seismic), ft-lb:	2601	4224
HD (Seismic), lb:	878	812
Holdown Capacity, lb:	1155	1155
HD Type:	1	1
		15/32" APA Rated Sheathing
Shear critical, plf:	131	98
HD critical, lb:	878	812
40% increase for wind?:	No	No
Sheathing Layers:	Single	Single
Concrete Anch.?:	No	No
Wall Type:	A	A
Wall Capacity, plf:	260	260
Controlling HD Type:	1	1
Holdown Capacity, lb:	1155	1155
3x Members req.:	No	No
		Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field
		Holdown Types:
		Seg. 1: '1' = MSTC28 with (6) 16d sinkers at each end
		Seg. 2: '1' = MSTC28 with (6) 16d sinkers at each end
		Seg. 3: '1' = MSTC28 with (6) 16d sinkers at each end

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
RA	0	0	15504	Wind Uplift (U) = 10	psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	13.25	15.83	18.33		47.41
RA Wall Height (H1), ft:	12.00	12.00	12.00		
Trib. 1, ft:	4.00	4.00	4.00		
Rtn. Load (RL), lb:	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00		
Wall Weight (Ww), psf:	120.00	120.00	120.00		
Seismic, plf:	327	327	327		= 15504 lb / 47.41'
M _{OT} (Seismic), ft-lb:	51996	62132	71931		= (15504 lb / 47.41' * Lo * H1)
Mr (Seismic), ft-lb:	135375	192684	257674		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1440	-2465	-3456		= (Mot - (0.6-0.075) * Mr) / Lo
Holddown Capacity, lb:	0	0	0		
HD Type:	0	0	0		
					15/32" APA Rated Sheathing
Shear critical, plf:	327	327	327		Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0		Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No		Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single		
Concrete Anch.?	No	No	No		
Wall Type:	B	B	B		Holddown Types:
Wall Capacity, plf:	380	380	380		Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0		Seg. 2: '0' no holdown required
Holddown Capacity, lb:	0	0	0		Seg. 3: '0' no holdown required
3x Members req.:	No	No	No		

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
RB	0	0	17125	Wind Uplift (U) = 10	psf
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	13.33	14.83	20.25		48.41
RB Wall Height (H1), ft:	12.00	12.00	12.00		
Trib. 1, ft:	4.00	4.00	4.00		
Rtn. Load (RL), lb:	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00		
Wall Weight (Ww), psf:	120.00	120.00	120.00		
Seismic, plf:	354	354	354		= 17125 lb / 48.41'
M _{OT} (Seismic), ft-lb:	56586	62966	85961		= (17125 lb / 48.41' * Lo * H1)
Mr (Seismic), ft-lb:	136999	169300	314057		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1151	-1747	-3897		= (Mot - (0.6-0.075) * Mr) / Lo
Holddown Capacity, lb:	0	0	0		
HD Type:	0	0	0		
					15/32" APA Rated Sheathing
Shear critical, plf:	354	354	354		Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0		Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No		Seg. 3: 'B' = 8d At 4" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single		
Concrete Anch.?	No	No	No		
Wall Type:	B	B	B		Holddown Types:
Wall Capacity, plf:	380	380	380		Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0		Seg. 2: '0' no holdown required
Holddown Capacity, lb:	0	0	0		Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes		

Roof Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
RC	0	0	1621	Wind Uplift (U) = 10 psf	
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total L:
Overall Seg. (Lo), ft:	6.00	7.00	21.00		34.00
RC Wall Height (H1), ft:	12.00	12.00	12.00		
Trib. 1, ft:	4.00	4.00	4.00		
Rtn. Load (RL), lb:	200	200	200		
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00		
Wall Weight (Ww), psf:	80.00	80.00	80.00		
Seismic, plf:	48	48	48		= 1621 lb / 34'
MOT (Seismic), ft-lb:	3433	4005	12014		= (1621 lb / 34' * Lo * H1)
Mr (Seismic), ft-lb:	19776	26684	231756		= (Trib. 1 * Rw + H1 * Ww) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-1158	-1429	-5222		= (Mot - (0.6-0.075) * Mr) / Lo
Holdown Capacity, lb:	0	0	0		
HD Type:	0	0	0		
	15/32" APA Rated Sheathing				
Shear critical, plf:	48	48	48		Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field
HD critical, lb:	0	0	0		Seg. 2: 'A' = 8d At 6" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No	No		Seg. 3: 'A' = 8d At 6" o.c. edges, 12" o.c. field
Sheathing Layers:	Single	Single	Single		
Concrete Anch.?	No	No	No		
Wall Type:	A	A	A		Holdown Types:
Wall Capacity, plf:	260	260	260		Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0		Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0		Seg. 3: '0' no holdown required
3x Members req.:	No	No	No		

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S1	0	0	4254	Wind Uplift (U) =	10.00 psf
Load from R1, lb:	0	0	6433	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	10687		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	3.50				
R1 Wall Height (H1), ft:	12.00				
S1 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	120.00				
Seismic, plf:	3053				
w/ H/W, plf:	5125				
M _{OT} (Seismic), ft-lb:	209201				
Mr (Seismic), ft-lb:	18744				
HD (Seismic), lb:	56960				
Holddown Capacity, lb:					
HD Type:	NG				
					15/32" APA Rated Sheathing
Shear critical, plf:	5125				
HD critical, lb:	56960				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	Dbl. Req.				
Wall Capacity, plf:					
Controlling HD Type:	NG				
Holddown Capacity, lb:					
3x Members req.:	Yes				
$= (4254 \text{ lb} + 6433 \text{ lb}) / 3.5'$ $(includes h/v ratio increases)$ $= (4254 \text{ lb} / 3.5' * Lo * H2) + (6433 \text{ lb} / 3.5' * Lo * (H1 + H2 + Fd))$ $= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^{2/2} + RL * Lo$ $= (Mot - (0.6 - 0.075) * Mr) / Lo$					

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (N)	0	0	3297	Wind Uplift (U) =	10 psf
Load from R2 (N), lb:	0	0	5151	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	8448		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	14.33				
! (N) Wall Height (H1), ft:	12.00				
! (N) Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	590				
M _{OT} (Seismic), ft-lb:	166227				
Mr (Seismic), ft-lb:	32231				
HD (Seismic), lb:	10419				
Holddown Capacity, lb:	14375				
HD Type:	12				
					15/32" APA Rated Sheathing
Shear critical, plf:	590				
HD critical, lb:	10419				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	D				
Wall Capacity, plf:	640				
Controlling HD Type:	12				
Holddown Capacity, lb:	14375				
3x Members req.:	Yes				
$= (3297 \text{ lb} + 5151 \text{ lb}) / 14.33'$ $= (3297 \text{ lb} / 14.33' * Lo * H2) + (5151 \text{ lb} / 14.33' * Lo * (H1 + H2 + Fd))$ $= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^{2/2} + RL * Lo$ $= (Mot - (0.6 - 0.075) * Mr) / Lo$					

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (N)	0	0	3297	Wind Uplift (U) =	10 psf
Load from R2 (N), lb:	0	0	5151	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	8448		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	14.33				
! (N) Wall Height (H1), ft:	12.00				
! (N) Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	590				
M _{OT} (Seismic), ft-lb:	166227				
Mr (Seismic), ft-lb:	32231				
HD (Seismic), lb:	10419				
Holddown Capacity, lb:	14375				
HD Type:	12				
					15/32" APA Rated Sheathing
Shear critical, plf:	590				
HD critical, lb:	10419				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	D				
Wall Capacity, plf:	640				
Controlling HD Type:	12				
Holddown Capacity, lb:	14375				
3x Members req.:	Yes				
$= (3297 \text{ lb} + 5151 \text{ lb}) / 14.33'$ $= (3297 \text{ lb} / 14.33' * Lo * H2) + (5151 \text{ lb} / 14.33' * Lo * (H1 + H2 + Fd))$ $= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^{2/2} + RL * Lo$ $= (Mot - (0.6 - 0.075) * Mr) / Lo$					

Upper Floor Level		0.2Sds = 0.075			
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (N)	0	0	3297	Wind Uplift (U) =	10 psf
Load from R2 (N), lb:	0	0	5151	Upper Fir Depth (Fd) =	1.00 ft
Total, lb:	0	0	8448		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	14.33				
! (N) Wall Height (H1), ft:	12.00				
! (N) Wall Height (H2), ft:	11.75				
Trib. 1, ft:	2.00				
Trib. 2, ft:	4				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	590				
M _{OT} (Seismic), ft-lb:	166227				
Mr (Seismic), ft-lb:	32231				
HD (Seismic), lb:	10419				
Holddown Capacity, lb:	14375				
HD Type:	12				
					15/32" APA Rated Sheathing
Shear critical, plf:	590				
HD critical, lb:	10419				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	D				
Wall Capacity, plf:	640				
Controlling HD Type:	12				
Holddown Capacity, lb:	14375				
3x Members req.:	Yes				
$= (3297 \text{ lb} + 5151 \text{ lb}) / 14.33'$ $= (3297 \text{ lb} / 14.33' * Lo * H2) + (5151 \text{ lb} / 14.33' * Lo * (H1 + H2 + Fd))$ $= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^{2/2} + RL * Lo$ $= (Mot - (0.6 - 0.075) * Mr) / Lo$					

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S2 (S)	0	0	5935	Wind Uplift (U) = 10 psf	
Load from R2 (S), lb:	0	0	6599	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	12534		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total Lo:
Overall Seg. (Lo), ft:	10.33	14.33			24.66
1 (S) Wall Height (H1), ft:	12.00	12.00			
2 (S) Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	2.00	2.00			
Trib. 2, ft:	4	4			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	508	508			= (5935 lb + 6599 lb) / 24.66'
MOT (Seismic), ft-lb:	97629	135433			= (5935 lb / 24.66' *Lo*H2)+(6599 lb / 24.66' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	17325	32231			= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	8571	8270			= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	14375	8315			
HD Type:	12	11			
					15/32" APA Rated Sheathing
Shear critical, plf:	508	508			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	8571	8270			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holddown Types:
Wall Capacity, plf:	640	640			Seg. 1: '12' = HDU14-SDS2.5 and PAB8x30 Anchor Bolt
Controlling HD Type:	12	11			Seg. 2: '11' = HHDQ11-SDS2.5 and SB1x30 Anchor Bolt
Holddown Capacity, lb:	14375	8315			
3x Members req.:	Yes	Yes			

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S5	0	0	12359	Wind Uplift (U) = 10 psf	
Load from R5, lb:	0	0	0	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	12359		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total Lo:
Overall Seg. (Lo), ft:	10.33	14.33			24.66
R5 Wall Height (H1), ft:	12.00	12.00			
S5 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	0.00	0.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	8.00	8.00			
Seismic, plf:	501	501			= (12359 lb + 0 lb) / 24.66'
MOT (Seismic), ft-lb:	60831	84387			= (12359 lb / 24.66' *Lo*H2)+(0 lb / 24.66' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	15405	28535			= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	5106	4843			= (Mot - (0.6-0.075)*Mr) / Lo
Holddown Capacity, lb:	5980	5980			
HD Type:	9	9			
					15/32" APA Rated Sheathing
Shear critical, plf:	501	501			Seg. 1: 'D' = 8d At 2" o.c. edges, 12" o.c. field
HD critical, lb:	5106	4843			Seg. 2: 'D' = 8d At 2" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	D	D			Holddown Types:
Wall Capacity, plf:	640	640			Seg. 1: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Controlling HD Type:	9	9			Seg. 2: '9' = HDU8-SDS2.5 and SSTB28 Anchor Bolt
Holddown Capacity, lb:	5980	5980			
3x Members req.:	Yes	Yes			

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S7	0	0	3357	Wind Uplift (U) = 10 psf	
Load from R7, lb:	0	0	5385	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	8742		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	13.00	14.50			27.50
R7 Wall Height (H1), ft:	12.00	10.33			
S7 Wall Height (H2), ft:	11.75	11.75			
Trib. 1, ft:	4.00	4.00			
Trib. 2, ft:	4.00	4.00			
Rtn. Load (RL), lb:	200	200			
Trib. 1 Weight (Rw), psf:	18.00	18.00			
Trib. 2 Weight (Uw), psf:	15.00	15.00			
Wall Weight (Ww), psf:	120.00	120.00			
Seismic, plf:	318	318			= (3357 lb + 5385 lb) / 27.5'
M _{OT} (Seismic), ft-lb:	81651	86331			= (3357 lb / 27.5' * Lo * H2) + (5385 lb / 27.5' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	254579	295316			= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	-4000	-4739			= (Mot - (0.6 - 0.075) * Mr) / Lo
Holddown Capacity, lb:	0	0			
HD Type:	0	0			
					15/32" APA Rated Sheathing
Shear critical, plf:	318	318			Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	0	0			Seg. 2: 'B' = 8d At 4" o.c. edges, 12" o.c. field
40% increase for wind?:	No	No			
Sheathing Layers:	Single	Single			
Concrete Anch.?	Yes	Yes			
Wall Type:	B	B			Holddown Types:
Wall Capacity, plf:	380	380			Seg. 1: '0' no holddown required
Controlling HD Type:	0	0			Seg. 2: '0' no holddown required
Holddown Capacity, lb:	0	0			
3x Members req.:	No	No			

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
S8	0	0	1216	Wind Uplift (U) = 10 psf	
Load from R8, lb:	0	0	2068	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	3284		
	Segment 1	Segment 2	Segment 3	Segment 4 Segment 5 Total Lo:	
Overall Seg. (Lo), ft:	10.33				10.33
R8 Wall Height (H1), ft:	12.00				
S8 Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	80.00				
Seismic, plf:	318				= (1216 lb + 2068 lb) / 10.33'
M _{OT} (Seismic), ft-lb:	65471				= (1216 lb / 10.33' * Lo * H2) + (2068 lb / 10.33' * Lo * (H1 + H2 + Fd))
Mr (Seismic), ft-lb:	110482				= (Rw * Trib. 1 + Uw * Trib. 2 + Ww * (H1 + H2)) * (Lo)^2 / 2 + RL * Lo
HD (Seismic), lb:	723				= (Mot - (0.6 - 0.075) * Mr) / Lo
Holddown Capacity, lb:	2550				
HD Type:	6				
					15/32" APA Rated Sheathing
Shear critical, plf:	318				Seg. 1: 'B' = 8d At 4" o.c. edges, 12" o.c. field
HD critical, lb:	723				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	B				Holddown Types:
Wall Capacity, plf:	380				Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt
Controlling HD Type:	6				
Holddown Capacity, lb:	2550				
3x Members req.:	No				

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SA	0	0	9199	Wind Uplift (U) = 10 psf	
Load from RA, lb:	0	0	15504	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	24703		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total Lo:
Overall Seg. (Lo), ft:	4.83	5.00	6.50	6.83	23.17
RA Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SA Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	1066	1066	1066	1066	= (9199 lb + 15504 lb) / 23.17'
w/ HW, plf:	1296	1253			(includes h/w ratio increases)
M _{OT} (Seismic), ft-lb:	102586	106131	137971	145039	= (9199 lb / 23.17' *Lo*H2)+(15504 lb / 23.17' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	35793	38275	64295	70981	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	17338	17207	16033	15773	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:					
HD Type:	NG	NG	NG	NG	
					15/32" APA Rated Sheathing
Shear critical, plf:	1296	1253	1066	1066	
HD critical, lb:	17338	17207	16033	15773	
40% increase for wind?:	No	No	No	No	
Sheathing Layers:	Single	Single	Single	Single	
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	Dbl. Req.	Dbl. Req.	Dbl. Req.	Dbl. Req.	Holdown Types:
Wall Capacity, plf:					Seg. 1: 'NG' larger holdown required
Controlling HD Type:	NG	NG	NG	NG	Seg. 2: 'NG' larger holdown required
Holdown Capacity, lb:					Seg. 3: 'NG' larger holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: 'NG' larger holdown required

Upper Floor Level	0.2Sds = 0.075				
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SB	0	0	11377	Wind Uplift (U) = 10 psf	
Load from RB, lb:	0	0	17125	Upper Flr Depth (Fd) = 1.00 ft	
Total, lb:	0	0	28502		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5 Total Lo:
Overall Seg. (Lo), ft:	11.00	12.00	20.00	24.50	67.50
RB Wall Height (H1), ft:	12.00	12.00	12.00	12.00	
SB Wall Height (H2), ft:	11.75	11.75	11.75	11.75	
Trib. 1, ft:	4.00	4.00	4.00	4.00	
Trib. 2, ft:	4.00	4.00	4.00	4.00	
Rtn. Load (RL), lb:	200	200	200	200	
Trib. 1 Weight (Rw), psf:	18.00	18.00	18.00	18.00	
Trib. 2 Weight (Uw), psf:	15.00	15.00	15.00	15.00	
Wall Weight (Ww), psf:	120.00	120.00	120.00	120.00	
Seismic, plf:	422	422	422	422	= (11377 lb + 17125 lb) / 67.5'
M _{OT} (Seismic), ft-lb:	90856	99115	165192	202360	= (11377 lb / 67.5' *Lo*H2)+(17125 lb / 67.5' *Lo*(H1+H2+Fd))
Mr (Seismic), ft-lb:	182611	217104	600400	899873	= (Rw *Trib. 1+ Uw *Trib. 2+ Ww *(H1+H2))*(Lo)^2/2+RL*Lo
HD (Seismic), lb:	-456	-1239	-7501	-11023	= (Mot - (0.6-0.075)*Mr) / Lo
Holdown Capacity, lb:	0	0	0	0	
HD Type:	0	0	0	0	
					15/32" APA Rated Sheathing
Shear critical, plf:	422	422	422	422	
HD critical, lb:	0	0	0	0	
40% increase for wind?:	No	No	No	No	
Sheathing Layers:	Single	Single	Single	Single	
Concrete Anch.?	Yes	Yes	Yes	Yes	
Wall Type:	C	C	C	C	Holdown Types:
Wall Capacity, plf:	490	490	490	490	Seg. 1: '0' no holdown required
Controlling HD Type:	0	0	0	0	Seg. 2: '0' no holdown required
Holdown Capacity, lb:	0	0	0	0	Seg. 3: '0' no holdown required
3x Members req.:	Yes	Yes	Yes	Yes	Seg. 4: '0' no holdown required

Upper Floor Level	0.2Sds =		0.075		
Wall Line	Wind (W), lb	Min. Wind, lb	Seismic (E), lb		
SD	0	0	3243	Wind Uplift (U) =	10 psf
Load from RC, lb:	0	0	0	Upper Flr Depth (Fd) =	1.00 ft
Total, lb:	0	0	3243		
	Segment 1	Segment 2	Segment 3	Segment 4	Segment 5
Overall Seg. (Lo), ft:	20.00				
RC Wall Height (H1), ft:	12.00				
SD Wall Height (H2), ft:	11.75				
Trib. 1, ft:	4.00				
Trib. 2, ft:	4.00				
Rtn. Load (RL), lb:	200				
Trib. 1 Weight (Rw), psf:	18.00				
Trib. 2 Weight (Uw), psf:	15.00				
Wall Weight (Ww), psf:	8.00				
Seismic, plf:	162				
	= (3243 lb + 0 lb) / 20'				
M _{OT} (Seismic), ft-lb:	38105				
Mr (Seismic), ft-lb:	68400				
HD (Seismic), lb:	110				
Holdown Capacity, lb:	2550				
HD Type:	6				
	15/32" APA Rated Sheathing				
Shear critical, plf:	162				
HD critical, lb:	110				
40% increase for wind?:	No				
Sheathing Layers:	Single				
Concrete Anch.?	Yes				
Wall Type:	A				
Wall Capacity, plf:	260				
Controlling HD Type:	6				
Holdown Capacity, lb:	2550				
3x Members req.:	No				
	Seg. 1: 'A' = 8d At 6" o.c. edges, 12" o.c. field				
	Holdown Types:				
	Seg. 1: '6' = HDU2-SDS2.5 and SSTB16 Anchor Bolt				

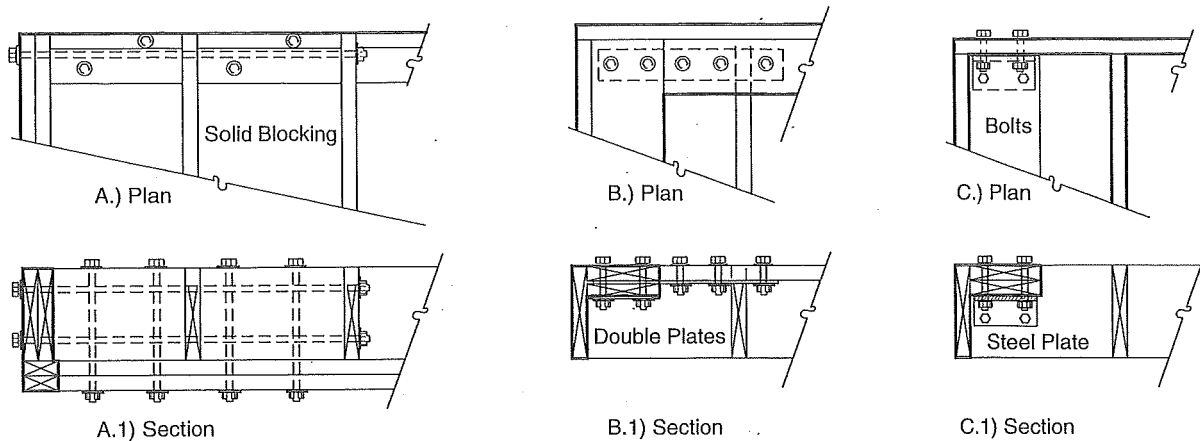


Figure 10.14 Typical corner details

TRANSVERSELY SHEATHED DIAPHRAGMS (Douglas Fir-Larch Lumber)

Table 10.1

Maximum Span-Width or Height-Width Ratio			Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing of Stud, Joist, or Perimeter Member and at Butted Ends	Allowable Lateral Shear Load lbs. per lineal ft. for Stud or Joist Spacing in inches of		
Horizontal Diaphragms Restraining:		Vertical Diaphragms			12	16	24
Masonry or Concrete Walls	Wood or Similar Walls						
Not recommended	Limited by acceptable deflection of wall	Limited by acceptable deflection	6	2	100	75	50
			8	2	114	86	57
			10	2	124	93	62

DIAGONALLY SHEATHED DIAPHRAGMS

Maximum Span-Width or Height-Width Ratio			Nominal Width of Sheathing Boards (inches)	Number of 8d Common Nails per Board per Crossing at:		Allowable Lateral Shear Load lbs. per lineal ft.
Horizontal Diaphragms Restraining:		Vertical Diaphragms		Perimeter Members and Butted Ends of Boards	Stud or Joist	
Masonry or Concrete Walls	Wood or Similar Walls					
3:1	4:1	2:1	6	2	2	345
			8	2	2	262
				3	2	393

continued



January 27, 2016

Mr. Pieter Smeenk

City of Ashland

20 East Main Street

Ashland, OR 97520

**SUBJECT: Preliminary Seismic Upgrade, Relocation and Temporary Facilities
Construction Budget for Ashland City Hall**

Dear Mr. Smeenk:

Vitus Construction, Inc. appreciates the opportunity to provide a preliminary seismic upgrade, relocation and temporary facilities budget for the existing Ashland City Hall. The budget is based on site meetings, Miller Consulting Engineers, Inc. Report (dated 12/07/15) and drawings from Marquess & Associates (dated May 1991) and Savikko Engineering (dated 4/14/85). The following preliminary scope and per square foot cost is being provided to the City of Ashland for budgeting purposes only.

Preliminary Budgeting Items

1. Additional per square foot costs for new roofing, non-structural bracing of suspended ceilings and anchorage of equipment, and piping anchorages to add to the Miller Consulting Engineer's estimate. Also please specifically include temporary relocation costs and soft costs not included in the engineer's estimate.
 - a. Miller Consulting Engineers, Inc. published cost \$184.00 Sq Ft
 - b. Flashing, bracing, weather proofing and sealants \$18.00 Sq Ft
 - c. Temporary operational facilities \$20.00 Sq Ft
 - i. Includes relocation, lease / rental of storage, offices, meeting rooms and restrooms occupied by city staff and the public during the construction period (9 months \$156,834.00).
 - d. Soft Costs \$42.00 Sq Ft
 - i. Includes temporary signage, safety protection, parking and structural / architectural drawings for roof and bracing
 - e. **Total** \$264.00 Sq Ft
2. Additional per square foot mechanical, electrical, plumbing, egress, ADA, Fire Suppression, and Tenant Improvements costs in total.
 - a. Mechanical, electrical and plumbing \$110.00 Sq Ft
 - b. ADA upgrades and modifications \$28.00 Sq Ft

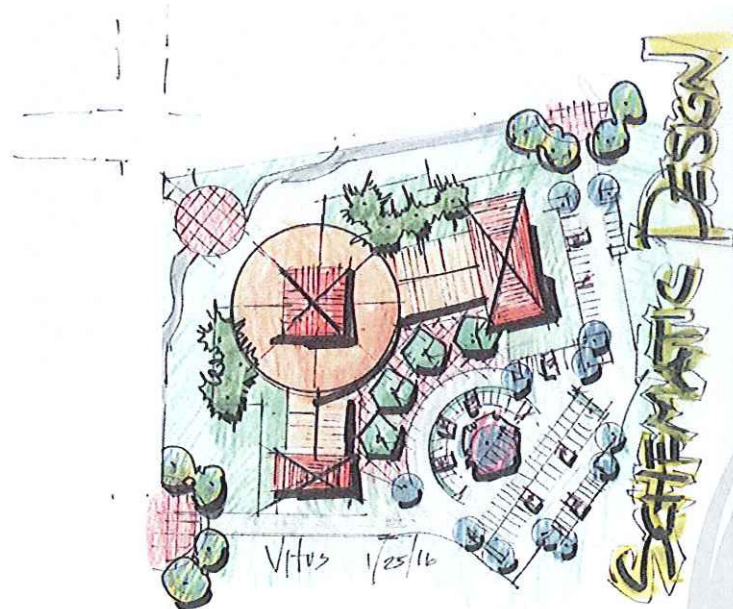
c. Fire suppression	\$15.00 Sq Ft
d. Tenant improvements	\$185.00 Sq Ft
e. Total	\$338.00 Sq Ft

3. Total per square foot cost to construct a new building on the current City Hall site, replacing everything except the existing north and west, historic facades. If the per square foot costs for space added as a new third or fourth floor, please indicate the additional per square foot space cost for that, but if it is not significantly different, please indicate that.

a. Rebuild building keeping exterior walls (10,595 Sq Ft) \$405.00 Sq FT

4. Total per square foot cost to construct a new building on a new site on city-owned property, including the cost of parking, site development, building costs and associated elements to relocate.

a. Site Development	\$125.00 Sq Ft
b. Construction of Building	\$325.00 Sq ft
c. Total	\$450.00 Sq Ft



Drawing is for informational use only
Vitus Construction, Inc. does not
represent value associated with the
site or building illustration.

The above budget proposal will be updated as the project develops. If you have any questions please do not hesitate to contact Vitus Construction, Inc.

Sincerely,

Corey E. Vitus, President
Vitus Construction, Inc.

Council Communication

June 15, 2015, Study Session

Discussion of planning for City Hall replacement

FROM:

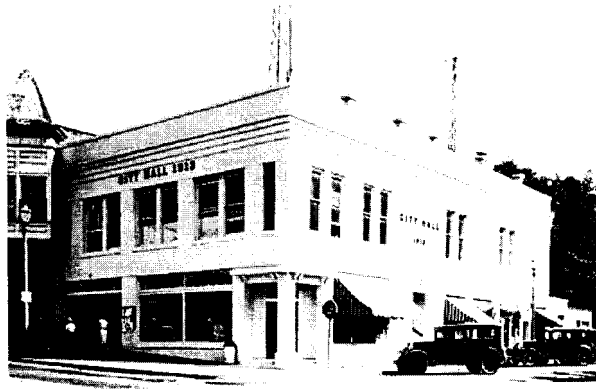
Dave Kanner, City Administrator, dave.kanner@ashland.or.us

SUMMARY

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. The proposed BN 2015-17 budget included a request for \$200,000 for a study of City Hall replacement, a long-term facilities master plan and a study of underutilized assets. However, the Budget Committee approved only \$100,000. Staff proposes to use this money for a comprehensive examination of options for replacing City Hall and will use this study session for a discussion with the Council on how to proceed with that effort.

BACKGROUND AND POLICY IMPLICATIONS:

Ashland’s City Hall building is more than 120 years old. It was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder’s Office on the first floor. The current stucco veneer was added to the building at that time, however the unreinforced brick masonry walls of the original building continue to form the “skeleton” of City Hall. The photo below left shows the original building. The photo at right is City Hall after it was expanded out to Main Street and the cement stucco exterior was added. At that time, a one-story addition to the east was constructed in the space between City Hall and the adjacent building (now occupied by Utility Billing). A partial second story added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. Also, the interior of the building has been remodeled several times. [Click here to view City Hall historical photos.](#) The newer rear section of the building that now houses the Finance Department was built in two phases, with the second floor completed in 1998.



The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the seismic vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured a number of times since 1913 but has never has any structural improvements related to seismic mitigation.

A history of recent discussions and planning efforts is as follows:

October 1993 – new building approved

In October 1993 the Planning Commission approved a site review for the construction of a 10,000 square foot City office building to be located to the rear of the City Council chambers. In November 1993, the Council sustained the Planning Commission's decision and approved a site review for the construction of the new City office building. Due to community opposition to moving city offices out of the downtown, the City Council withdrew the City's application in December of 1993 for a new building and agreed by resolution to the formation of an ad hoc committee to study the space needs of the City, and to recommend how and when the solutions should be implemented.

1993 – 1994 ad hoc Space Needs Study Committee

An ad hoc Space Needs Study Committee was formed by Resolution 93-41. In April 1994 the committee presented its report to the City Council. The Committee concluded that additional space is needed for city offices located downtown. They recommended that the funds earmarked for the construction of the proposed building at the rear of the City Council Chambers be earmarked for a fund to acquire, maximize and improve space for city offices in the downtown including: acquisition of the Hillah Temple as soon as possible, rehabilitation of the existing City Hall building as soon as possible to include at a minimum, compliance with all current applicable codes, ordinances and energy conservation standards. If acquisition of the Hillah Temple was delayed, the rehabilitation of the existing City Hall to include the addition of a third floor and expansion of the second floor to accommodate all current downtown city employees. The committee also recommended contracting for engineering and architectural services for the purpose of evaluating the existing City Hall building and making recommendations regarding cost and methods to accomplish the rehabilitation. [Click here to read the 1994 ad hoc Space Needs Study Committee report to the City Council.](#)

1994 Seismic Evaluation Report for City Hall

In 1994, the City contracted with Miller-Gardner, Inc., Consulting Engineers to conduct a seismic evaluation of City Hall. The summary reads: Based on the findings of our field investigation and our preliminary calculations, the scope of seismic upgrade of the Ashland City Hall will include repairs or modification to five building components. These consist of bracing the exterior brick wall above the roof (parapet), exterior and interior brick wall lateral ties at the roof, ceiling and floor levels, adding interior shear walls, roof diaphragm reinforcement, and the addition of a braced steel frame inside at the north wall. The estimated total cost of the upgrade including the second floor addition is \$330,000. [Click here to read the 1994 Seismic Report.](#) (Note: None of this recommended work has been done, although the parapet bracing and roof strapping are planned for this summer.)

1996-1997 Space Needs at City Hall

In 1996 the City was unable to reach a mutually acceptable price for the Hillah Temple. The City Council directed staff to pursue the addition of a third story to City Hall and to downsize the proposed building at the East Main site. [Click here to read the August 1997 report to City Council.](#)

In December of 1997 the City Council authorized a Sire Review for the construction of a 7800 square foot City office located at 1175 E. Main Street (behind the City Council Chambers).

1998 – 1999

In October of 1998 the City purchased the Hillah Temple for \$650,360. In September of 1999, the City Council held a public hearing to consider design alternatives for the Hillah Temple building. [Click here to read the Council minutes of September 1999.](#)

A second story was added over the earlier addition at the south end of City Hall. This is now part of Finance and the corner conference room. Use the link to City Hall historical photos to view this addition.

2002

The City contracted with Architectural Design Works to develop a conceptual study for the long term use of City Hall. The study identified the employee space needs, current floor plans and proposed future floor plans. [Click here to view the conceptual designs.](#)

2008

In 2008 the City Council formed the Facilities Master Plan Committee ([read purpose of committee here](#)) and contracted with OgdenRoemerWilkerson to develop a Facilities Master Plan with a long-term vision. [Click here to read the report.](#)

The committee recommended Option 2 which is a combination of existing remodel and new construction, including City Hall. The report did not address the seismic needs of the building. Option 3 identified possible locations to build a new City Hall in the downtown core.

The Council deferred action on the 2008 final report pending completion of a new Fire Station #2 and expansion of the Police Station.

In light of the 20+ year history of City Hall replacement discussions and the Council's priority goal, this communication takes it as a given that the City must move forward with addressing its current and future City Hall needs, both in terms of safety and space. To that end, staff proposes using the \$100,000 budgeted in BN 2015-17 to hire a consultant team for a planning and public involvement process that would – in broad terms – encompass the following steps:

1. Through a public engagement process, determine the key criteria the community would want us to consider when planning for a new City Hall. These criteria could include: civic identity; energy/sustainability; public space; accessibility; reinforce history; mixed uses, etc.
2. Identify locations where those criteria could be met.
3. Analyze the feasibility and pros/cons of each location.
4. Determine the costs and potential financing mechanisms for each option.
5. Council, with community input, selects a preferred alternative.

Staff seeks Council concurrence with this broad process outline and approval to move forward with an RFP to select a consultant team for this project.

COUNCIL GOALS SUPPORTED:

Organization

4. *Evaluate real property and facility assets to strategically support city mission and goals.*
4.3 Examine city hall replacement and other facility needs.

FISCAL IMPLICATIONS:

The approved BN 2015-17 budget includes \$100,000 in one-time money that staff proposes to use for this City Hall study.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff seeks approval to move forward with an RFP to select a consultant team for this project.

SUGGESTED MOTION:

N/A

ATTACHMENTS:

None

Council Business Meeting

October 3, 2017

Title: Recommendation from the ad hoc City Hall Advisory Committee

From: Ann Seltzer Management Analyst

ann.seltzer@ashland.or.us

Kaylea Kathol Project Manager

kaylea.kathol@ashland.or.us

Summary:

The ad hoc City Hall Advisory Committee presents its recommendation on the replacement of City Hall.

Actions, Options, or Potential Motions:

- 1) I move approval of the recommendation of the ad hoc City hall Advisory Committee to place a GO Bond on the May 2018 election for \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center (EOC) facility.
- 2) I move approval of staff's recommendation to issue an RFQ for Architectural Design Services.

Staff Recommendation:

- 1) Staff recommends approval of the Committee recommendation to place a GO Bond of \$1 million to complete Phase II construction of the Police Department and EOC facility on the May 2018 ballot. A 15-year loan at 3% interest will be \$0.0319 per \$1000 assessed value (see attachment 2).

Rationale: The Council-approved Scope of Work of the ad hoc City Hall Advisory Committee requires \$1 million to complete Phase II construction of the Police Department and EOC facility. The committee felt it would be beneficial to have the EOC bond on the May 2018 ballot.

- 2) In addition, staff recommends the following action:

Publish an RFQ for Architectural Services for replacing/rebuilding City Hall with a target budget of \$10 million to include the following:

Phase 1. Develop conceptual preliminary drawings with planning level costs for all three sites noted in the committee recommendation, (current location, Civic Center, and Briscoe School).

Phase 2. Develop final design.

Phase 3. Construction Administration

Rationale: The ad hoc Committee recommendation states that given the uncertain costs for the three location alternatives, they are unable to recommend a specific general obligation bond amount for voter approval. Securing design/build concepts for the proposed sites would provide the community and Council with visual drawings, planning level costs and functionality of the proposed building and locations. The design of the concepts would factor in the criteria developed by the ad hoc Committee.

The estimated costs for a new City Hall range from \$8.5 million to \$11.5 million. Setting a target budget of \$10 million gives the architectural firm a specific budget to work within in designing the concepts.

The deadline to submit a ballot measure title for publication of notice is February 23 and the final day to submit the ballot measure language is March 15. Given this timeline, it is unlikely that an RFQ could be issued, a contract awarded and designs concepts completed and available for review and a decision to meet the deadline for the May 2018 ballot. Therefore, the ad hoc Committee recommends placing a GO Bond for City Hall on the May 2019 ballot, allowing time to complete the phases of the RFQ noted above over the next 18 months.

The ad hoc City Hall Advisory Committee has indicated they would be willing to reconvene to review the designs and costs.

Discussion Question

Does the City Council want to commission design concepts for all three sites or just the City-owned sites?

Does the City Council wish to explore the acquisition of Briscoe School? If so, a letter of interest from the City Council to the Ashland School Board would be a starting point.

Resource Requirements:

The recently approved facilities budget includes \$100,000 for facility evaluations and studies. An estimated \$80,000 would be needed for architectural contractual services. The amount will depend on whether the Council wants design concepts for all three locations: Civic Center, Briscoe School and the current City Hall location. Staff estimates \$40,000 for a single concept plus \$20,000 for each additional site.

Policies, Plans and Goals Supported:

City Council Goal 4.4: Examine city hall replacement and other facility needs.

Background and Additional Information:

In 2015, Council directed to staff to complete a new seismic study on City Hall and to move forward with a comprehensive examination of options for replacing or rebuilding City Hall. The City contracted with Miller Engineering to complete the seismic study and with ORW Architecture to evaluate and develop options for replacing or rebuilding City Hall.

In January 2017, the Council reviewed the ORW feasibility study for the replacement of City Hall and in April of 2017 appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall and to recommend an amount for a GO Bond for a future election date and include \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center facility.

As noted in the Committee's final report, the eleven-person committee met ten times over the past four months. All material related to the work was posted online as a Hot Topic on the City's website as well as all the agendas and minutes.

74% of the 2016 Citizen Survey respondents indicated support of making City Hall earthquake resilient.

Ad hoc City Hall Advisory Committee Members

Juli Di Chiro, chair and former Ashland
School District Superintendent
Ed Finklea, Executive – Natural Gas
Jac Nickels, Architect
Jerry Kenefick, Tax and Finance
Rich Miller, AWAC

Cathy Shaw, Former Ashland Mayor
Roger Pearce, Attorney
Darrell Boldt, Retired Contractor
Meiwin Richards, Retired Banker
George Kramer, Historian
Barry Thalden, Architect

Attachments:

- 1) Committee report and recommendation
- 2) Minority opinion from committee member Jac Nickels
- 3) Draft minutes from final ad hoc committee meeting
- 4) GO Bond Amortization Schedule
- 5) Public input

CITY OF ASHLAND

Ad Hoc City Hall Advisory Committee Final Report and Recommendation to the City Council October 3, 2017

The ad hoc City Hall Advisory Committee is pleased to make its recommendation to the City Council.

Introduction

The existing City Hall building is a historic, unreinforced masonry building. Due to the vulnerability of that building to seismic activity, the City Council has previously considered options for City Hall, including a feasibility study done by City Staff and ORW Architecture that was presented to the Council in October 2016. In January 2017, the City Council approved formation of an ad hoc advisory committee to consider alternatives for City Hall, including additional alternatives to the ORW Study. In April 2017, the City Council approved the ad hoc committee appointments and scope (Tab A).

The central charge of the committee was to evaluate options for improving or replacing City Hall that address work space needs for City employees through 2031 (as laid out in the ORW Study) and that provide a reasonable degree of seismic safety for employees. The committee was also asked to recommend timing and amounts of any general obligation (GO) bond, or other financing, needed to implement the recommended alternative.

Summary of Recommendation

The committee did not reach a unanimous recommendation on a site. Eight of the eleven members recommend rebuilding the City Hall on its current site, expanding the structure to accommodate the future square footage needs of the City, and retaining the Community Development (ComDev) Building. Two committee members recommend building a new structure on the Civic Center site and retaining the ComDev Building. One committee member recommends consolidating all City Hall and ComDev uses at the Briscoe School site. The criteria developed and applied by the committee and the explanation for the recommendations are explained in detail below.

Costs will depend both on the Council's final decision on an alternative and on the design of the project. Accordingly, the Committee is unable to recommend a specific general obligation bond amount for voter approval. However, once the City Council makes final decisions for a new City Hall, the committee recommends placing a GO bond on the May 2018 ballot, which should

include \$1M to complete Phase II construction of the Police Department and Emergency Operations Center (EOC) facility, as directed by Council. If the timing proves infeasible for a City Hall bond issue, we recommend spring of 2019 for the City Hall bond issue but going forward in May 2018 with the \$1M bond issue for the EOC project.

Committee Process

The eleven-person committee met ten times over the past four months. We received presentations from staff on the condition of City Hall, the Community Development Building and the Civic Center. We toured City Hall, the Community Development Building, the Civic Center, the Police Station and the proposed location for the EOC at that facility. We received a presentation from the Ashland School District and toured Briscoe School. We reviewed the ORW Feasibility Study and received a presentation from ORW's Dana Crawford who explained the process utilized for the study and its space needs analysis. We reviewed a number of additional presentations and materials, including analysis of the 1888 Helman deed to the City that included the City Hall site, City Staff reports on cost estimations, the December 2015 City Hall seismic evaluation, and a committee review of the square footage costs from committee member Darrell Boldt. We had informative discussions on the identified space needs, the criteria utilized in the prior feasibility study, and additional criteria deemed important by the committee for any recommendation, including cost effectiveness, opportunities for operational flexibility, preservation of the existing civic use and downtown presence, and parking for customers and employees. We heard numerous comments from members of the public. Agendas, minutes and materials were posted online as a Hot Topic on the City's website.

Alternatives Considered

The starting point for feasible alternatives was the ORW Feasibility Study. The only alternatives carried forward were those that met the City's 2031 additional space requirements as estimated in the ORW Feasibility Study as an increase of 4,846 square feet over existing square footage available at City Hall and the Community Development building. Two new options were brought forward and considered as set forth below. The committee believes it was thorough in its research. While some other options were mentioned to us, the list in Table A below are the ones that we deemed sufficiently feasible to analyze.

Construction timeline estimates were done by City staff.

Cost estimates were provided by City staff based on the methodology used in the ORW Feasibility Study. Since there is no actual design from which to estimate, these numbers are necessarily quite general. A number of committee members, particularly those with construction experience, felt that some of the cost estimates (e.g., for seismic strengthening) were quite high. With one exception, the committee felt that the estimates were sufficiently similar in methodology that they provided a legitimate basis for comparison purposes. The exception is the Briscoe School option, which was presented later than others. The estimated cost for that option

shown below only includes seismic upgrades, and architectural, mechanical, electrical, and plumbing improvements for use as a school (less a presumed sale price for the Community Development building of \$2.5M). We did not have any estimates for the purchase price of the land and buildings, for any demolition and construction of surface parking, or for the improvements to the building that would be required for it to function for the combined uses now in City Hall and the Community Development Building.

Table A - Alternatives

	Alternative	Cost Estimate	Construction Timeline (months)
1	City Hall Expansion (2 options)		
1a	Rebuild and expand existing City Hall	\$8.5 M	11
1b	Rebuild and expand existing City hall and retain historic facades	\$9.7 M	16
2	Expand ComDev to include City Hall	\$9.5 M	16
3	New construction at Lithia Way and Pioneer parking lot (2 options)		
3a	Consolidate ComDev and City Hall at Lithia Way and Pioneer with 50 underground parking stalls	\$16.1 M	17
3b	Consolidate ComDev and City Hall at Lithia Way and Pioneer with 100 underground parking stalls	\$19.6 M	19
4	Civic Center (2 options)**		
4a	New City Hall at Civic Center and keep ComDev downtown**	\$11 M	16
4b	New City Hall at Civic Center and incorporate ComDev**	\$12.9 M	16
5	Briscoe School as new City Hall and ComDev**	\$8.1 M (est. is for structural rehab only)	16

** Options developed by City after ORW completed Feasibility Study. Costs and timelines were estimated by staff, based on construction assumptions used in the Feasibility Study.

Decision Criteria

The committee spent considerable time developing the criteria by which to evaluate the options listed above and ranking each criterion. The list of criteria with brief explanations is set out in Table B below.

Table B –Criteria

1	Option Is Cost Effective	Whether the City is spending public dollars wisely
2	Option Provides Flexibility	Whether the option would provide the City with design and operational flexibility to meet current and future needs.
3	Preserves Civic Use of Existing City Hall	The existing civic use on its key corner Downtown was seen as an important factor
4	Option is Acceptable to Voters	Whether the option would be something for which voters would be willing to tax themselves
5	Retains a Downtown Presence	The existing presence in Downtown was seen as an important factor
6	Option Addresses Parking for Employees and Customer	Whether the option would improve parking for employees and customers of City Hall.
7	Provides centralized services	Whether the option would centralize services for the convenience of the public and City staff coordination
8	Potential to increase public parking	Could the option provide for additional public parking, especially in the Downtown area
9	Preserves historic façade of the existing City Hall	The preservation of the historic façade of the existing National Register building is a factor
10	Is outside the Hosler Dam zone	Whether the option is within the FEMA inundation path of a Hosler Dam failure event
11	Built to LEED standards	Whether the option could meet Livability through Energy and Environmental Design (or other 'green building') standards
12	Construction time-line and impact	What would be the construction impacts to neighboring uses and to traffic

The committee determined that the six highlighted criteria were the most important for its decision-making, but it considered all the criteria. Some of the criteria deemed of lesser importance are fairly included in the six highlighted criteria. The order in Table B above reflects the number of votes each criterion received when the committee assessed the criteria. Individual members naturally place greater weight and importance to different criteria, which helps explain the non-unanimity in the committee's recommendation. Note that the criteria often address competing goals, so some balancing of interests was required. None of the alternatives considered could meet all of the criteria deemed important.

Analysis of Alternatives

The finalist alternatives analyzed by the committee were:

- 1A Rebuild and expand the existing City Hall and retain ComDev Building
- 1B Rebuild and expand the existing City Hall, retain the historic facades, and retain ComDev Building
- 4A New City Hall at the Civic Center and retain ComDev Building
- 5 Briscoe School – consolidate both City Hall and ComDev at Briscoe

Other alternatives did not get enough support to be carried forward.

- With respect to Alternative 2 (Expand ComDev to include City Hall plus expansion for future), adding two stories to that building would be a challenge and would result in a bulky and inefficient design; that building is relatively new and functions fairly well; parking downtown would worsen (assuming some alternate use would occupy the current City Hall); and the City would still have the problem of what to do with the seismically unsafe current City Hall building.
- With respect to Alternatives 3A and 3B (Consolidate City Hall and ComDev in a new building at Lithia/Pioneer with either 50 or 100 underground parking stalls), those options did provide some parking in the Downtown area but were far more expensive than other alternatives and did not meet other important decision criteria.
- With respect to Alternative 4B (New City Hall at Civic Center including ComDev uses), that alternative was also not cost effective, and the committee felt that abandoning the ComDev Building was unwise because it is a relatively new building that functions fairly well currently.

Alternatives 1A and 1B – Rebuild and Expand on Existing Site

Eight of the eleven committee members recommend rebuilding and expanding City Hall on the existing site and keeping the ComDev Building. These are close to the same alternative – the only difference being that 1B is estimated to cost more but would preserve the historic façade. Some members thought preserving the façade was important and that the estimated extra costs of that work (\$1.2M) was overstated. Others felt that the difference in cost was more important, a new building would be faster to rebuild (less construction impacts to Downtown), and other mitigation for impacts to historic resources is possible.

- This alternative is the most cost effective of the four finalists.
- New space, whether in a new building or in the shell of the existing structure, could be designed to be flexible, without all the internal walls and grade changes in the existing structure.

- Alternatives 1A and 1B are the only alternatives that preserve the existing civic use on the existing location. It was felt that the City Hall on that key corner of Downtown was a signature part of Ashland.
- For that same reason, many committee members thought this alternative could be more readily acceptable to voters. This would not only provide additional space for City functions, it would also preserve something that is unique and historic about Ashland.
- The alternative would better retain a Downtown presence than other alternatives.
- The alternative would not provide additional parking for employees and customers. Some members pointed out that parking Downtown is a far larger problem than just City employees and just one building, however, and there are other ways to address parking problems as shown in the City's recent Downtown Strategic Parking Management Plan. As one member stated, it is difficult to build your way out of parking issues – rather, you need an overall management strategy. The two other alternatives (4A and 5) could provide on-site parking for users of the building itself, but may not have much impact on Downtown parking, depending on what replacement use went into the vacated City Hall building.
- This alternative would retain reasonably centralized services, because the two City administrative buildings would still be only one block apart.
- Other Issues. Construction Impacts Downtown - the City Hall building requires seismic upgrades for safety reasons, so some construction impacts will occur under any alternative selected, but the more extensive construction contemplated under Alternatives 1A and 1B would have greater construction impacts to Downtown. Rehousing Staff – current uses in City Hall would have to be relocated during construction; that impact might be avoided under other alternatives. Historic Consultation – any major renovations or demolition of the existing structure will require consultation with the State Historic Preservation Officer under state law.

Alternative 4A – New City Hall at Civic Center / Retain ComDev Downtown

Two of the eleven committee members recommend Alternative 4A, which would keep the ComDev Building in Downtown and build a new structure at the Civic Center.

- This alternative would be less cost effective (\$11M) than the alternatives discussed above – Alternative 1A (\$8.5M) and Alternative 1B (\$9.7M).
- The alternative would provide good flexibility in design of the new building.
- The alternative does not preserve the use of the existing City Hall on its prominent place in Downtown. But retaining the ComDev Building would retain a Downtown presence for those City uses appropriate for a Downtown location.
- The 4A alternative can address parking for employees and customers. The proponents of this alternative explained that functions accessed less frequently by the public, such as administrative functions and perhaps the Mayor's office, could be relocated to the ComDev building, and functions accessed more frequently (and which need more

parking) could be in the new building at the Civic Center. Depending on what alternate use went into the vacated City Hall building, there may be a different impact on Downtown parking from the current City Hall use.

- Proponents of this alternative have a different opinion of what would be acceptable to voters and what would make a saleable bond issue than the majority of the committee members.
- The alternative would not provide centralized services. The advocates for this alternative point out that putting the most-accessed services at the Civic Center could mitigate that drawback.
- Proponents of this alternative point out that construction impacts would be less for a new structure at the Civic Center. Others point out that whatever uses go into the old City Hall Building, there will likely be some construction needed to upgrade that building, although likely less than enlarging it for City Hall uses.

Alternative 5 – Briscoe School / Relocate all City uses from City Hall and ComDev to Briscoe

One committee member recommends Alternative 5, which would centralize all the functions currently in the ComDev Building and the City Hall Building to the Briscoe School site. Some offset in costs would be available by selling the ComDev Building. This committee member points out the unique opportunity afforded by the School District wanting to divest itself of the Briscoe site, which is a large property near Downtown.

- The cost effectiveness of this alternative is not known with certainty. The Briscoe building has not been updated for some time. Based on an Ashland School District study of how much it would cost to upgrade the facility for use as a school, City Staff has estimated that the cost of that retrofit would be \$10.6M, which would be reduced to about \$8.1M if the City sold the ComDev Building for \$2.5M. There are a number of unknown costs for this alternative, including the cost of purchasing the land and building from the School District (Jackson County shows a current assessed value of the land and buildings of approximately \$3.16M, which is likely well below fair market value; the land itself is currently assessed at only \$240K). Other unknown costs for this alternative include the cost of internal improvements to the building to make it usable for City purposes, the cost of demolishing a wing of the building to provide for additional on-site parking, and the cost of constructing on-site parking. Several committee members commented that it would be the most costly alternative and it would take a great deal of work to retrofit for City Hall and ComDev uses.
- Briscoe is a large building on a very large site (3.74 acres). Without a specific development proposal it is not clear how easily the existing building can be developed into flexible work space for City uses.
- The proponent of the Briscoe site points out that the site is quite close to Downtown.
- Because it is a large site, a plan for the Briscoe site could provide some additional surface parking for customers and employees. Whether there would be any positive effect on

Downtown parking would depend on what types of replacement uses occupied the vacated City Hall Building and ComDev Building.

- The Briscoe alternative would not preserve the civic use of the existing City Hall site.
- It is unclear if this alternative, which includes vacating the relatively new ComDev Building, would be acceptable to voters. The committee heard from a number of neighbors who would like the City to buy the site. A portion of the site currently provides one of the few green open spaces in the neighborhood.
- Briscoe is the only alternative that is outside of the Hosler Dam failure event flood zone. Both the existing City Hall and the ComDev Building are in that flood zone.

General Obligation Bonds

Given the cost uncertainties of the various alternatives, and the very general nature of the cost estimates to date, the committee was unable to recommend a specific, proposed bond amount at this time. Once a specific proposal is selected and more detailed estimating is obtained, the financing can be better estimated.

The committee recommends that the best date for the bond issue would be the May 2018 election. If that date proves too soon to be feasible for the City Hall bond issue, the best date would be the spring of 2019. The committee recommends putting the EOC bond issue (\$1M) on the May 2018 ballot, even if time is too short to get a City Hall ballot ready by that date.

General Comments

The following comments reflect important parts of the committee's discussion. As noted below, not all committee members would endorse every comment.

- The committee recognizes that existing City facilities are cramped, with little meeting space, but encourages the Council to carefully consider during the building design phase how flexible work spaces and greater use of technology can limit the need for additional building square footage.
- Even though not recommending it for a unified City Hall site, several members of the committee thought that the Briscoe School property was an exciting opportunity for the City to locate more open space and/or housing on this important site near Downtown.
- Some committee members feel strongly that the amount of space identified in the ORW Feasibility Study to meet the City's 2031 space needs was excessive. That study called for an increase from the current square footage of 19,506 square feet to 24,352 square feet in 2031. These members encourage the City to consider that, given advances in technology, more employees will be working remotely and will need less space in building offices in the future.

- Several committee members commented that, for any alternative that proposed changing the use of the existing City Hall Building from a “Town Hall” use or “Plaza” use, it will be important for the City Attorney to resolve the reversionary interest in the original deed for that property before the new use is implemented. That deed conveyed most of the existing Plaza as well the City Hall site itself.
- Some members recommend that the City take a hard look at space utilization during final design to ensure that existing space and any new construction is used in the most cost effective and efficient manner. Ten of the eleven members did not recommend an alternative that would consolidate all City functions in one location, and a number of members felt that centralization concerns could be addressed by planning that would ensure that departments that need to work together are placed in close proximity.
- Members of the committee were concerned about the total amount of bonded debt that the City would have with a new GO Bond issue. To mitigate this, they felt that the City should consider retiring any existing debt that could be paid off more quickly than the current schedule. For instance, the bond that covers Fire Station 1 could be considered for this strategy.
- There are a large number of older buildings near existing City Hall. If there were a large seismic event, access to the current City Hall might be impaired, even City Hall itself was rebuilt and remained functional.
- The committee was asked to include \$1M in the bond offering for Phase 2 of the Ashland Police Department. We understand that this money would be used primarily to construct a new Emergency Operations Center. Some members felt that it might be more acceptable to voters if the wording in the ballot statement focused on the Emergency Operations Center rather than on the Police Department.

The committee appreciates the opportunity to provide our recommendations to the City Council on this important issue. At the discretion of the City Council, the committee offers to continue to be involved in the City Hall process, which could include review of project designs and recommendations regarding GO bonds.

Respectfully Submitted:

Juli DiChiro, Chairperson
Ad Hoc City Hall Advisory Committee

City Hall Advisory Committee Scope of Work
Approved by Ashland City Council April 4, 2017

Memo

DATE: March 7, 2017
TO: Mayor and Council
FROM: John Karns, interim city administrator
RE: City Hall Advisory Committee

Scope of Work

The City Hall Advisory Committee will work with City staff, consultants, architects, and stakeholders to create finding and develop recommendations to present to Council on several projects and concepts relating to City Hall. Central to this charge will be identifying options that address work space needs for City employees through 2031 and providing a reasonable degree to seismic safety for employees. In addition, funding options must include \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center facility. Specific issues within the committee's purview included but are not limited to:

Facility Evaluation

- Evaluate the options for improving/replacing City Hall including those cited by the ORW architecture firm report and additional sites provided by staff.
- Evaluate whether any of the options for City Hall could also address a portion of the vehicle parking needs for the downtown area.
- Prioritize recommended improvements.

Funding Strategies/Options

- Determine whether the City should seek voter approval of a General Election Bond (or a series of bonds) to fund recommended improvements;
- Recommend the amount that should be on the levy;
- If it determined a General Obligation Bond should be placed on the ballot, which election date is recommended coordinating with other public agency bond plans;
- If a General Election Bond is not recommended identify optional funding sources.

Conclusions

- Provide to the Council the committee's rationale on making a final decision/recommendation.

The committee will be asked to make a recommendation to the City Council no later than September 1, 2017. The recommendation shall include preferred options(s), cost estimate, bonding strategy, and the approximate cost per home at the prevailing rates.

Ad hoc City Hall Advisory Committee

Minority opinion submitted via email to committee Chair Juli Di Chiro and Vice Chair Roger Pearce by Jac Nickels, committee member.

September 11, 2017

Juli & Roger,

I would like to further explain my decision for selecting Briscoe as my first choice and Civic Center as my second choice.

Let me first elaborate why I think the existing City Hall is a bad choice. One of the main reasons is that there is no parking! Even though some folks believe we won't be using cars in 10 years, the reality is we will be using more cars than we are today with the increase of the population. I for one, visit the Community Development building on a regular bases and parking is always a struggle and the problem multiplies from early May till late October. Another big reason I'm against this site is the ramifications of a seismic event. Even though the new City Hall (whether existing or torn down and built new) will be designed or retrofitted to meet the standards for an Essential Building-Category IV, can you imagine what the "plaza" will look like when several of the non-reinforced buildings fall to the ground? I've worked on many buildings downtown and I'm very familiar with their construction. How will the City employees be able to function when they won't be able to get to work. To look at an even more horrific scenario, what if Reeder Reservoir failed and all the City employees are stuck inside a building that survived but are crippled because of all the debris from the flood piled up on the "plaza" If you remember, one of our criteria was to keep the new City Hall out of the path of Reeder Reservoir, but somehow that was eliminated from our list. Another reason for not choosing that site was the difficulty of construction. Although this a temporary problem it will most definitely affect the vitality of our City for a couple of years. I do agree it would be nice to keep a "city" presence downtown but the negatives of this site far out weight the benefits of located the new City Hall on this site. This is not a good choice!

The reason I choose Briscoe as my first choice is that it would avoid all the negative aspects of the existing City Hall site. It is very accessible and there is plenty of room for parking, the building is large enough to accommodate the City's needs, the proximity to downtown is close enough for the employees to walk to lunch and it has great visibility being the first major building you see coming into town from the North plus it's also a historic building. Another of the major advantages to this site is that it would retain the existing playground for the Briscoe neighborhood which would likely disappear if the School District sold the property to a private developer.

The Civic Center of East Main Street was my second choice because it too would avoid all the negative aspects of the existing City Hall site. It would have plenty of parking and easy access. The cost of construction would be less as you are starting with a clean slate. The only disadvantage I can see is that you would lose the "downtown"

presence. Although, with this site and Briscoe site, the mayor and his support staff could be located in another building downtown, whether it's in the existing City Hall building or in the existing Community Development building, if the Community feels that this presence is a necessity.

In summary, either the Briscoe site or the Civic Center site would be best but not the existing City Hall site. There are way too many problems with that site to justify it.

Thanks,

Jac

Jac Nickels
Principle Architect



518 Washington Street, Suite 4
Ashland, OR 97520



Draft Minutes
ad hoc City Hall Advisory Committee
September 13, 2017
Com Dev, 51 Winburn Way 1:30 p.m

ATTENDANCE

Committee Members: Boldt, Di Chiro, Finklea, Kenefick, Kramer, Miller, Nickels, Pearce, Shaw, Thalden

Staff: Fleury, Kathol, Morrison, Seltzer

Absent: Richards

CALL TO ORDER: Di Chiro called the meeting to order.

Changes to the Minutes of the August 30 Committee Meeting were as follows:

- Page 4 – Shaw made the following changes:
 - o “Shaw said the best timing for an issue-based election is a mid-term primary election because you have a difference in the profile of who votes versus who votes on a presidential cycle. She said the best chance for passing a bond is in a mid-term primary because you have the lowest voter turnout in part because non-affiliated voters (NAVS) cannot participate in a partisan race, and mid-term primary voters are the most engaged, so you are dealing with a different kind of an audience. “
- Page 4 – Shaw cut the sentence: “Shaw said that in a presidential primary you have 10% more Jackson County voters participating then you typically do.”
- Page 4 – Shaw changed: “.....because you can dramatically impact the turnout.”
- Page 4 – Di Chiro changed: “Di Chiro did not think we could agree on only one option.”
- Page 4 - Kramer changed “Kathol had arrived at \$8.1 M for Briscoe and that entailed selling ComDev....”
- Page 5 – Kramer changed”but 1b retained the façade, which accounted for the \$1.2 M difference.”
- Page 6 – Shaw changed ‘He’ to “She” on Richard’s statement
- Page 7 – Finklea changed his statements to: “Build a new City Hall on the same site but it is incumbent on the Council to make that choice after more financial analysis.” “He thought that Briscoe should stay with the City if possible. His first choice is to stay with the existing site and his second choice is going to the Civic Center.”
- Page 8 – Shaw changed – “Di Chiro and Pearce will work with....”

APPROVAL OF MINUTES:

MOTION by Boldt, second by Pearce to approve the Minutes of the August 30, 2017 ad hoc City Hall Advisory Committee meeting as amended. Carried unanimously.

REVIEW AND DISCUSSION OF DRAFT RECOMMENDATION:

Di Chiro thanked Pearce for his work and assistance on the draft of the Final Report and Recommendation to the City Council. Di Chiro said that she reviewed all of the committee Minutes, reviewed Pearce's first draft, she and Pearce made changes and sent their draft to City staff for review. The committee members were then sent the third draft. Di Chiro said the General Comments section were based on recurring themes from the meeting Minutes. Committee members thanked Di Chiro and Pearce for their work on the Final Report Draft. Members of the public that were present thanked the committee for their work. Di Chiro then asked that committee members give their input on the draft, in particular, were the relevant issues captured? Was anything missed?

Committee input was as follows:

- Kenefick recommended changing on Page 1 the sentence beginning the fifth paragraph to read: "The costs will depend both on the Council's final decision on an alternative and on the design of the project."
- Kramer recommended changing at the top of Page 2: "which should include \$1M to implement the Phase II Police Station project as directed by Council."
- Shaw recommended changing on Page 5: "and the committee felt that abandoning the ComDev Building was unwise because it is a relatively new building that functions fairly well currently."
- Shaw recommended changing on Page 5, first bullet under Other alternatives: "that building is relatively new and functions fairly well currently." Shaw said the voters did not approve the ComDev building, so that sentence was cut.
- Kramer recommended changing on Page 5: "These are close to the same alternative – the only difference being that 1B would be estimated to cost more but would preserve the historic facade."
- Kramer corrected on Page 6: "Some members pointed out that parking Downtown is a far larger problem than just City employees...."
- Kramer asked that somewhere in the comments section it be noted that Briscoe and the Civic Center were outside of the Hosler Dam concern and were not adjacent to other buildings in the event of an earthquake.

- Kramer recommended on Page 8 adding another bullet point with the sentence beginning: “The committee recognizes that existing City facilities are cramped....” Kramer and Boldt wanted it noted that space needs are driven by the staffing increases.
- Kenefick wanted it noted that the committee had been asked by Council to include the \$1M in the Bond primarily to construct the Police Phase II. He thought it may be more acceptable to voters if the wording focused more on the EOC instead of the Police Department.

The next step will be to make corrections and send out the revised Final Report to the committee members.

MOTION by Boldt, second by Shaw to approve as amended the Final Report and Recommendation to the City Council. Carried unanimously.

Seltzer said that the Final Report and Recommendation will be presented to the City Council by Di Chiro on October 3, 2017. Seltzer said some of Morrison’s presentation from the May 24 meeting would be included for the benefit of the Council. Staff cover sheets will include specific recommendations from City staff. Seltzer said there would be a RFQ for an architect to design concepts with cost estimates for all three sites. She also said two points to be considered were:

1. The committee is agreeable to reviewing the design concepts once developed;
2. We will not be able to make a May 2018 ballot. The deadline to title and notice is by February 23, 2018 and the final language deadline is March 13, 2018.

Seltzer said that an RFQ would take a while to draft and would likely have to go back to the Council for approval. We would be asking one firm to develop a concept for three sites, which is unlikely to be done for inclusion on the May 2018 ballot. Shaw asked if three firms could be hired – one for each site. Seltzer said that was cost prohibitive. One firm could cost \$40,000 for the first site concept design, and \$20,000 for each additional site concept design. She added that we could direct an architectural firm with a target budget of \$10M and then scale that down, but that we have to give the architectural firm parameters. In addition, we need to know if the Council is interested in purchasing Briscoe. Why pay for a concept design if Briscoe is not feasible or not available?

It would be great if the time-line allowed the committee to get design concepts and have them approved, but that cannot be done by the May 2018 ballot deadlines. It could be March or April by the time the designs were being reviewed for approval. Di Chiro said that the Council would have the prerogative to only cost out one or two of the site options. If the City was interested in Briscoe, they could pursue that. The School

District has their bond in the November election. Kramer said he would be willing to help draft bond language.

Seltzer said that usually an Ad Hoc committee is disbanded once they give their Final Report. However, the City Hall Ad Hoc committee has generally agreed to reconvene when given design concepts. The committee members did not feel they could put the cost estimates together. Kramer said the committee could advise the Council on a reasonable bond amount – ‘here are the three options and each design cost is \$____.’ Nickels disagreed. Kenefick said on the Fire Station bond, the committee knew what was acceptable to the voters and they did not retool the numbers.

Seltzer said the committee has the benefit of meeting with the architect and giving input to dial down cost estimates. The committee could work with the architect and on the designs. Kramer said that if the City goes to a GL bond, it needs to be crafted so it meets with voter approval. Nickels said the committee was not qualified to come up with a cost estimate for a design they have not seen. Di Chiro thought the Council had more work to do – City staff cannot advocate for it, but the Council can. Thalden said that we would see what the architect proposes and then someone has to oversee it – like a Design Committee. The Council could decide to appoint a new committee, but if they want the current Ad Hoc committee to continue with their work, then the Ad Hoc committee is willing to. Seltzer said she would explore if a dollar amount was required to be included in the Title and Notice language.

Seltzer said that in theory, rather than going out for an RFQ, the City could do a direct award to ORW, who completed all of the initial work. That could save three months on the timeline. The City can do a special procurement and say to the Council that it would be more cost effective to give the direct award to ORW. Fleury said that if you make a site selection, you would have to do a formal selection process. Seltzer said there was budget left in the ORW scope to continue the work.

If we miss the May 2018 election, the next opportunity is a special election the next year. Otherwise, we are competing with the School Board election. If we miss the May 2018 election, we would have to wait until 2019 and costs would go up. Seltzer said that if the Council wants to vote that the current City Hall location is best, then the committee recommendation could be to follow forward with design and costs, but she felt it was awkward asking the Council to pick one of the three site options. Pearce said the Council was free to select one site. Kenefick said we are worrying about missing the May 2018 timeline, but what was the hurry? Shaw said the EOC bond could go on the May 2018 ballot and not be combined with the City Hall bond. The committee members liked that idea.

MOTION by Kenefick, second by Kramer that the Ad Hoc committee recommends that the Council put the EOC bond on the May 2018 ballot. Motion passed, with Di Chiro a nay.

Di Chiro said her vote was a nay because she felt the recommendation was outside the scope of the committee's charge. The committee generally felt it would be to everyone's benefit to get the EOC bond on the May 2018 ballot and have it stand on its own.

Seltzer said that forfeiture funds were used to complete Phase 1 of the Ashland Police Station to get it where it needed to be Phase 2 is to build the EOC and there are not forfeiture funds for this project. Boldt wondered if tagging the EOC Phase with the City Hall recommendation had an advantage, and Seltzer did not think there was a specific reason to couple them together. Shaw said they become competing clauses within themselves.

Seltzer wanted to revisit doing a direct award for the design concept. Fleury said we could do a direct award. We have some money left in the budget but would have to have a conversation with ORW first. He did not know ORW's work load and that could drive the cost up. Even if we give ORW a set time line and they come back with their prices, Council will have to decide if the schedule can be met or not.

Kramer, Kenefick and Nickels said they would rather wait a year to put the City Hall on the ballot and get it right. Thalden thought the direct award was a good approach. Fleury said that to save time, the City could do a full solicitation and scope the project in phases, and based on the outcome of the first phase, you can continue to negotiate the next phases. Each phase is independent and can be brought to the Council. Nickels added that if a firm is not performing, the contract can be amended at any time. Shaw thought that would give the committee a chance to revisit the numbers as we go along. Kramer felt that the EOC independent bond idea should be included in the committee's final recommendation to the Council. We are better served to get it right than do it too quickly.

MOTION by Shaw, second by Thalden to amend the recommendation to reflect that EOC be placed on the May 2018 ballot independently and if it is not feasible, that it be placed on the ballot in the Spring of 2019. Carried unanimously.

MOTION by Kramer, second by Shaw to include in the committee recommendation the offer of the Ad Hoc committee to participate in the process going forward. Carried unanimously.

Seltzer said she felt staff received significant direction from the committee. Di Chiro said next steps would be to:

- Review the September 13 Draft Minutes
- Pearce and Di Chiro will update the Final Report and Recommendation
- City staff is discussing and deciding if they will make a recommendation to make a direct award to ORW
- Send out the drafts of the Final Report and the September 13 Meeting Minutes for input from committee members.

Since this was the final committee meeting, the Minutes will remain Draft Minutes, as the committee cannot vote electronically.

Seltzer thanked all of the committee members for their time and thoughtful discussions. Di Chiro adjourned the meeting at 2:55 p.m.

Respectfully submitted,

Shelly D. Hensarling

Emergency Operation Center (EOC) \$1 Million Emergency Operations Center

Loan Amortization Schedule Assumptions:

15 Years

3% Tax Exempt Municipal Bond Rate

Loan Amortization Schedule

Enter values	
Loan amount	\$ 1,000,000.00
Annual interest rate	3.00 %
Loan period in years	15
Number of payments per year	1
Start date of loan	12/1/2018
Optional extra payments	

Lender name:

Loan summary	
Scheduled payment	\$ 83,766.58
Scheduled number of payments	15
Actual number of payments	15
Total early payments	\$ -
Total interest	\$ 256,498.71

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	12/1/2019	\$ 1,000,000.00	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 53,766.58	\$ 30,000.00	\$ 946,233.42	\$ 30,000.00
2	12/1/2020	\$ 946,233.42	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 55,379.58	\$ 28,387.00	\$ 890,853.84	\$ 58,387.00
3	12/1/2021	\$ 890,853.84	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 57,040.97	\$ 26,725.62	\$ 833,812.88	\$ 85,112.62
4	12/1/2022	\$ 833,812.88	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 58,752.19	\$ 25,014.39	\$ 775,060.68	\$ 110,127.00
5	12/1/2023	\$ 775,060.68	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 60,514.76	\$ 23,251.82	\$ 714,545.92	\$ 133,378.82
6	12/1/2024	\$ 714,545.92	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 62,330.20	\$ 21,436.38	\$ 652,215.72	\$ 154,815.20
7	12/1/2025	\$ 652,215.72	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 64,200.11	\$ 19,566.47	\$ 588,015.61	\$ 174,381.67
8	12/1/2026	\$ 588,015.61	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 66,126.11	\$ 17,640.47	\$ 521,889.50	\$ 192,022.14
9	12/1/2027	\$ 521,889.50	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 68,109.90	\$ 15,656.68	\$ 453,779.60	\$ 207,678.83
10	12/1/2028	\$ 453,779.60	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 70,153.19	\$ 13,613.39	\$ 383,626.41	\$ 221,292.22
11	12/1/2029	\$ 383,626.41	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 72,257.79	\$ 11,508.79	\$ 311,368.62	\$ 232,801.01
12	12/1/2030	\$ 311,368.62	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 74,425.52	\$ 9,341.06	\$ 236,943.10	\$ 242,142.07
13	12/1/2031	\$ 236,943.10	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 76,658.29	\$ 7,108.29	\$ 160,284.81	\$ 249,250.36
14	12/1/2032	\$ 160,284.81	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 78,958.04	\$ 4,808.54	\$ 81,326.78	\$ 254,058.90
15	12/1/2033	\$ 81,326.78	\$ 83,766.58	\$ -	\$ 81,326.78	\$ 78,886.97	\$ 2,439.80	\$ -	\$ 256,498.71

Impact on Assessed Valuations

		Rate per \$1,000 AV	House Value 200,000	250,000	300,000	400,000	500,000	600,000	700,000	800,000
Police Station Phase II	1,000,000	0.0319	6.39	7.98	9.58	12.77	15.96	19.16	22.35	25.54

Email send to the ad hoc City Hall Advisory Committee

Email from Rick Vezie

August 8, 2017

From: Rick Vezie [<mailto:rvezie@gmail.com>]

Sent: Tuesday, August 08, 2017 7:19 AM

To: Ann Seltzer

Subject: City Hall

Ann, please forward this email to all members of the City Hall Advisory Committee.

Thanks

All members of the ad hoc City Hall Advisory Committee,

Hopefully we have not reached the point where we are willing to trade off the gifts of our heritage for the tyranny of convenience.

I attended the 8/2/17 committee meeting and have the following observations and comments –

The point was made that in conversations with citizens regarding the location of City Hall, most or maybe all didn't care if it was moved from the downtown. I confess that in the early nineties I would have agreed, especially if it would have saved money and provided more parking.

I never gave our City Hall's location any serious thought until numerous letters to the editor started appearing in the Daily Tidings discussing the issue. After all, what possible difference could it make? That was back in the early-mid 90's.

I eventually came to understand that both the location and prominence our City Hall are extremely important to the economic vitality and well-being of our town. One magazine article highlighting Ashland several years ago said something to the effect "... where the town itself is the main attraction."

Beyond our other attributes, Ashland has three main things going for it – the festival, the university and the fact that we are Mayberry. We lose any one of those three and it will cost us dearly. We are to some degree, like a museum of small town America. We preserve our history, we preserve our traditions and hopefully – we will preserve our heritage.

Are our restaurants and boutiques better than those of other towns? Well maybe, but that's not what brings people here. People visit our town because of the combination of unique components, which provide them with lasting memories of a wonderful small town. The current

Email send to the ad hoc City Hall Advisory Committee

location of our City Hall – pointing from its prominent corner toward the plaza and housing the functioning leadership of our town’s government is a vital component of this combination. And if our city government represents us, the building housing our leadership should represent us. Perhaps we can even enhance that representation a bit in the near future.

In the end it really is location, location and location. That’s probably why most of us live here in the first place.

There are of course – other options. One needs to look no further than Main Street Medford to see a rather desolate alternative. They do however - have “plenty of parking.”

Rick Vezie

Member of the former City Ad Hoc Space Needs Study Committee

446 Walker Avenue

Ashland, Oregon 97520

Email from Larry Cooper

August 7, 2017

From: Larry Cooper [<mailto:lcooperashland@gmail.com>]

Sent: Monday, August 7, 2017 7:20 PM

To: jerryken@charter.net

Subject: City Hall committee stuff

Hi Jerry,

We spoke after your committee meeting about 3 weeks ago and I said that I would research the remodel plans of the old City Hall from the early 1990's. I had remembered that the city did some sort of seismic upgrade then, but it turned out all they did was a small bit of structural work on the floors, but nothing to hold up the walls in the event of the "big one". Looking at the structural drawings of that building gave me a sinking feeling that it would be a waste of money to do much there. It's amazing that the City got away with having staff work in that building which is a potential death trap in a major earthquake. The adjacent Shakespeare/ Pizza building was structurally reinforced back in the 90's as well as several other downtown buildings.

Email send to the ad hoc City Hall Advisory Committee

Ashland could potentially build a steel I-beam cage on the first floor of the City building that would make it safe for workers on that floor. That would probably cost well under \$1 million. If I owned the City, I would do that and then build a new 3 story office building at the East Main Campus to accommodate the rest of City space needs and create a quality work space for the least cost. Just typing those words makes me realize that Council would almost never consider such a modest proposal. I'm also of the opinion that the Briscoe School building is of no value to the City. My kids attended there, and it was always a crappy space but with nice big windows. I think the School District and the Parks Department need to partner on a solution to make the Briscoe open space be a permanent park and leave the building to others; perhaps a non-profit that could raise the money for necessary repairs. Thanks for your service on the committee. Let me know if you want to talk about any of this. I'm around Ashland through mid September.

Larry Cooper 541 210-1458

Email from Sharon Javna

August 3, 2017

Hello Ad Hoc City Hall Committee,

Thank you for your service on the Committee. It's a tough job, and an important one.

I'd like to follow up with you on my comments at the last meeting, with questions:

Are you interested in preserving the Briscoe building? Located in the Skidmore Academy Historic District, the oldest residential area in Ashland, Briscoe School is on the National Register of Historic Places in Jackson County.

It seems clear that City Hall in the current building should be preserved, and should continue to be used for civic functions. For one, it's an iconic building, and for another, we need to maintain the City's title.

But could we keep City Hall as is, with seismic upgrades, possibly used for the Chamber, and move all other public functions to Briscoe?

Has the Committee studied what could fit in Briscoe? Could it house the Muni Court (doubling as Council Chambers,) Parks and Rec, and all staff currently working in the Com Dev building?

Have cost savings been examined if the Police used the whole Civic Center building (obviating

the need for an expansion of the police department), the sale/lease of the Com Dev building, the sale/lease of the Grove, the sale/lease of the present Chamber building, and leasing the upper floor of City Hall as offices (providing for possible future expansion for new City staff)? Has anyone studied whether funds are available from government, foundation grants and individual donations to preserve Briscoe in order to bring down the costs to the voters?

Parking is a huge issue.

Does it make sense to build off-street parking structures at \$20,000-\$40,000 when the need for parking is great in the short term, but will markedly decrease in the next 5, 10, 15 years due to better public transit, more bikes and electric bikes, increased concern with our carbon footprint, and more staff working remotely?

Would it be possible to get around the Parking Code by creating an exception for municipal buildings?

Melissa's parking plan is one option, but maybe we don't need to change the Briscoe field at all. The City could claim the 25+ angled spaces on Laurel as staff and visitor parking, claim the spaces on the Briscoe side of Manzanita, and possibly build new (\$5,000 to \$7,000) angled off-street parking on the Briscoe side of High Street? As Mellissa has shown, there is ample additional street parking very close to Briscoe.

Has anyone talked to the Methodist Church about using its parking lot for a few evenings per month for large public meetings?

Shouldn't the parking issue be considered in light of new City priorities, including the approved Climate Energy Action Plan and Parking Plan? Has the Committee examined the CEAP and Parking Plans? Do you find it ironic that the City Hall Committee meetings are held away from downtown (practically at Briscoe!) because there is no parking downtown?

Are benefits to Staff one of the criteria? Would staff rather move to the Civic Center, which is isolated and far from downtown, with few amenities nearby? Or would they prefer Briscoe,

Email send to the ad hoc City Hall Advisory Committee

which has its own park, is two blocks from downtown and is easily walkable to cafes, restaurants, the current City Hall, and Lithia Park?

Would the merchants support more traffic and less parking downtown? Would voters support expensive new construction and parking lots when instead they could preserve two beautiful, historic buildings?

A lot of questions. But I think they all deserve answers from the Committee.

Thank you for your consideration,
Sharon

.....
Email from Larry Cooper
July 24, 2017

To the Ad hoc City Hall Committee:

Dear Committee Members:

Thank you for the opportunity to share this. I am very concerned that the study that future city staff space needs is based on is flawed when it comes to projecting future space needs for city staff based on staff population. The model that was used to project "workstation" space needs, etc, was apparently based on what most of us in the room have experienced in our work places: one desk/cubicle per worker plus some additional "floating" workstations for serving customers. This model is becoming obsolete as I write this. In more cutting edge work places today, workers are not tied to specific office spaces. They have their office with them on a phone, tablet or very lightweight and portable laptop. They often or sometimes always work from wherever in the world they currently reside. The central corporate or government office is primarily a virtual space that is cloud based and includes all the data, emails, apps, etc that workers need to complete their tasks and communicate with co-workers and customers. Weekly staff meetings

Email send to the ad hoc City Hall Advisory Committee

happen on line with full video conferencing amenities so that workers do not have to travel and work spaces do not need large conference rooms in order for collaboration to occur. This is all happening right now. It is a trend that will, in the next 5-10 years, become the norm in corporate, professional, and yes, small government organizations. Ashland has been a bit slow to adopt telecommuting and definitely slow to embrace this future, but it is coming and will be here before any new building is completed. The point of all this is to point out that the study for future work space is dictating the need for more space than is unfolding in current reality: fewer workers work onsite and they don't drive cars to work as often mass transit or not! Please ask staff about these discrepancies between the study and what is clearly indicated by present work trends as they move into the near future. Ashland needs a City Hall and staff facilities that fit future changes. I'm old enough to remember when the City funded and built a sewage treatment plant based on a similarly flawed analysis that sent the City on the path of building a plant designed for "present" conditions that turned into an opposite future. We ended up with an overbuilt, expensive solution that smelled bad for years and we're still feeling financial pain from. Please don't let a similar thing happen with our current space needs.

Submitted by Larry Cooper, 259 B Street, Ashland [541 210-1458](tel:5412101458)

P.S. I worked for 10 years as an information technology manager in the late 90's and 2000's and learned many lessons about how quickly change comes upon the work place.

Email from Sharon Javna

July 22, 2017

Hi George,

Thank you for your service on the City Hall Committee. It's a tough job, and an important one. I'd like to follow up with you on my comments at the last Committee meeting.

A few questions:

Are you interested in preserving the Briscoe building?

I know your first choice for City Hall is the current building, and I agree that it should continue to be used for civic functions. For one, it's an iconic building, and for another, it needs to continue to house City functions in order to maintain its title.

But could we keep City Hall as is, with seismic upgrades and City use as the Chamber and non-public City functions, and move all other public functions to Briscoe?

Has the Committee studied if Briscoe could fit all public City functions? Could it house the Muni Court and all other City staff, including Parks and Rec, and all staff currently working in the Com Dev building?

Have cost savings been examined if the Police used the whole Civic Center building (obviating the need for an expansion of the police department), the sale/lease of the Com Dev building, the sale/lease of the Grove, the lease/sale of the present Chamber building, and leasing the upper floor of City Hall (providing for possible future expansion for new City staff)?

Has anyone studied whether funds are available from government, foundation grants and individual donations to preserve Briscoe in order to bring down the costs to the voters?

Parking is a huge issue. Does it make sense to build off-street parking structures at \$20,000-\$40,000 when the need for parking is great in the short term, but will markedly decrease in the next 5, 10, 15 years due to better public transit, more bikes and electric bikes, increased concern with pollution, and more staff working remotely?

Can we get around the parking Code issue, either by modifying the Code altogether or creating an exception for municipal buildings?

Melissa's parking plan is one option, but maybe we don't need to change the Briscoe field at all, by claiming the angled spaces on Laurel as staff and visitor parking, claiming spaces on the Briscoe side of Manzanita, and possibly building new (\$5,000 to \$7,000) angled off-street

Email send to the ad hoc City Hall Advisory Committee

parking on the Briscoe side of High Street? As Mellissa has shown, there is ample additional street parking very close to Briscoe.

Has anyone talked to the Methodist Church about using its parking lot for a few evenings per month for large public meetings?

Shouldn't the parking issue be considered in light of new City priorities, including the recently-approved Climate Energy Action Plan (with an already budgeted full-time staff position) and the Parking Plan, for which we paid a huge amount of consulting fees, and which will be adopted in its present or modified form very soon? Has anyone on the Committee examined the CEAP and Parking Plans? Do you find it ironic that the City Hall Committee meetings are held away from downtown (practically at Briscoe!) because there is no parking downtown?

Are benefits to Staff one of the criteria? Would staff rather move to the Civic Center, which is isolated, far from downtown, and has no amenities nearby, such as a park or restaurants? Or would they prefer Briscoe, which has its own park, is two blocks from downtown and is easily walkable to cafes, restaurants, the current City Hall, and Lithia Park?

Would the merchants support more traffic and less parking downtown? Would voters support expensive new construction and parking lots when instead they could preserve two beautiful, historic buildings?

A lot of questions. But I think they all deserve answers from the Committee.

Thank you for your consideration,
Sharon

Email send to the ad hoc City Hall Advisory Committee

Paradigm Shift Briscoe ~ City Hall Partnerships & Commitments

Twelve years ago, as chair of the Lithia Arts Guild of Oregon, I finalized the contract with Ashland Schools, that allowed the ArtWing to become a reality. I wish to thank the District for their unwavering support of our program, and welcome the prospect of Briscoe becoming Ashland's new City Hall. As Guild Chair I have kept myself abreast of negotiations between the District, City, Parks, Save Our School Playgrounds (SOSP), and interested community members. Based upon these observations, I believe that a decision crafted to satisfy all participants will create a momentum, through partnership, that will realize our mutual vision.

Historic Commitments

The site of Briscoe Elementary (built in 1949) was purchased by the Community for the purpose of building a school in 1889. There remains a basalt stone block, near the school entrance, that was used by children to mount horses in their day. Although there are no historic obligations regarding the building, the surrounding property was long ago designated as part of the City's commitment to open space. The neighborhood has matured on the surety of this commitment.

In 1907 our current City Hall was donated to the City, by a prominent Ashland family, with the stipulation that it would remain a viable City facility in the years to come.

These commitments are held in trust by the institutions that represent our community, but as members of the community we share in the responsibility to maintain them.

A Changing Landscape ~ Paradigm Shift

The synchronicity of Ashland Schools divesting themselves of Briscoe, while preparing for the promulgation of a 10 year building maintenance/upgrade bond; and the City's need of a new City Hall, and concomitant funds for construction, will require a strong coalition, speaking with one voice, to insure voter approval.

The School District has acted in good faith, in its willingness to trade the Briscoe property in exchange for a waiver of building permit fees. My understanding is: the District is bound, by Federal and State law, to document and execute the engineering of their construction at a level that facilitates the job of Ashland Building Inspectors. Thus the burden of this property/fee exchange would not be onerous.

In choosing Briscoe as Ashland's new City Hall, the City gains the interior space and parking it needs, preserves the playground (see design proposal), gains an activist ally in SOSP, and sidesteps the need to move during construction. Further, both the Ashland School District and the City would be celebrated for their roles in "passing the torch" to a finish that preserves the Briscoe School Playground.

(over)::::>

Uses for the current City Hall, after remodeling, are numerous as well as exciting:

- 1) As a new Parks Headquarters, located adjacent to the Front Lawn of Lithia Park, there would be room enough for Parks administration and staff to be located under one roof.
- 2) A portion of the building could be dedicated as a City Museum, for an educational addition to the downtown milieu.
- 3) A Town Hall Community Center could host a variety of meetings and events. 4th of July, Halloween, the Honey Bee Festival, and Taste of Ashland all come to mind.
- 4) The Chamber of Commerce might find a portion of the space to their liking.

The Design (see plan)

Parking: Parking is laid out to minimize the impact of traffic on the neighborhood. Visitors and staff would be directed to onsite or angle park, all via Laurel St.; thus preserving established traffic patterns and making full use of the stop light at North Main and Laurel. Long term staff parking, along the length of the building, would relieve potential congestion in this area. The addition of angle parking on Manzanita would simultaneously create a compelling entrance into the park, without impacting the width of the street.

Main & Historic Building Entrances: I see the Historic Entrance remaining locked, with the exception of special events.

Stairs to the Park: Sight lines for pedestrians and vehicles are much better at the corner stairway.

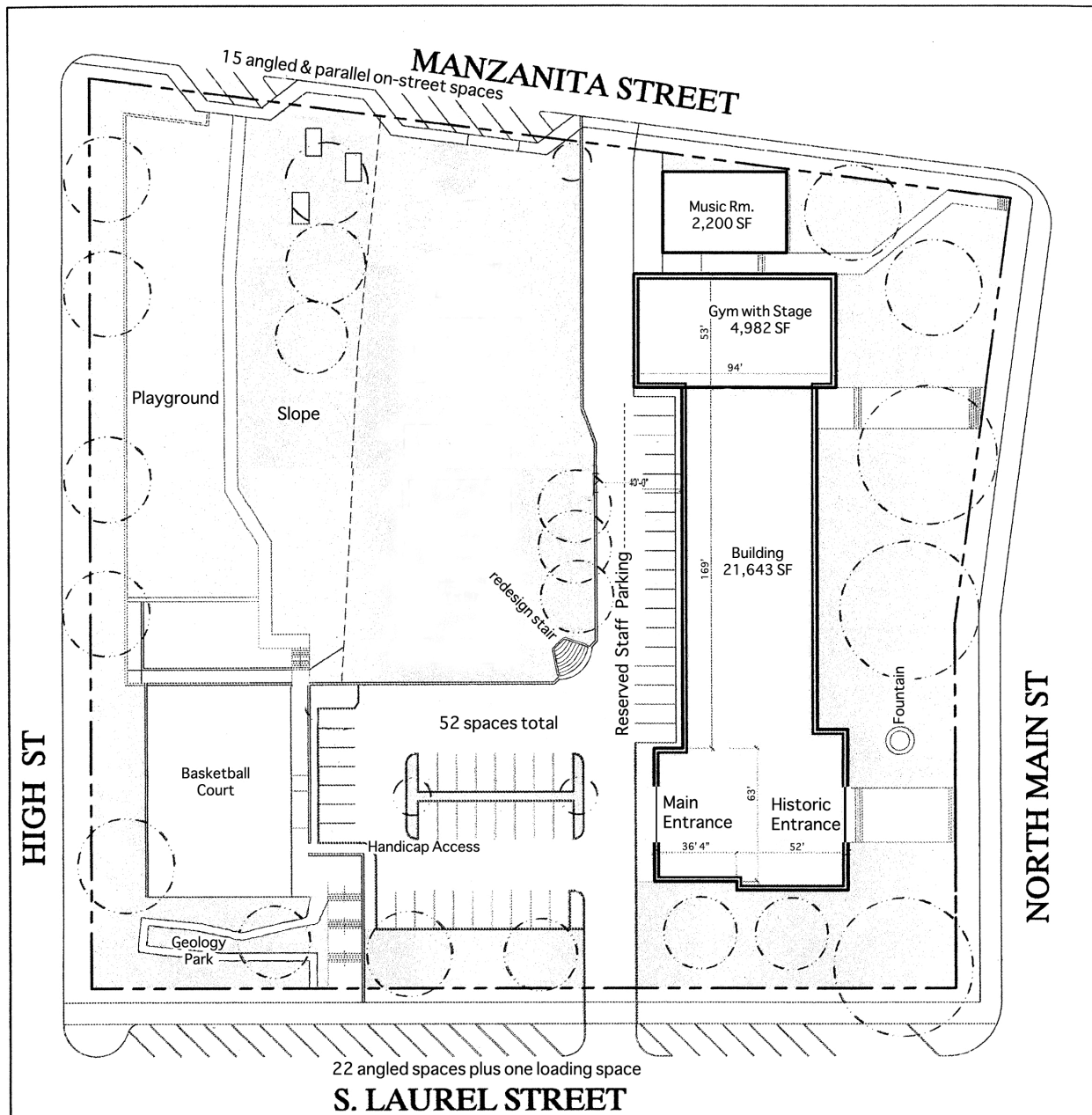
Final Thoughts

Nothing we did within the ArtWing compares with the cultural significance of First Nations Day and MidSummers Dream Art & Music Festivals.

There is freedom in open space: it belongs to no *one* and is shared by us all. Artists will always find studio space, but open space? Let us build trust, and work as partners to fulfill our commitments to parklands and promises.

Once again I would like to thank the City, Ashland Schools, and the Briscoe Neighborhood for their support of culture, the arts and particularly the ArtWing over the past 12 years. I find it wonderfully interesting that the theme of the last MidSummers Dream Art & Music Festival was "Paradigm Shift".

James Royce Young
Lithia Arts Guild of Oregon
chair



PARTNERSHIP OPTION

WING OF BUILDING REMOVED
52 SPACES ONSITE ~ 38 ON STREET
PARK OPEN SPACE KEPT 99% INTACT


NEAR SCALE
AUGUST 21, 2017

Briscoe ~ City Hall

Lithia Arts Guild of Oregon

GUEST OPINION

City Hall belongs on the Plaza

By Marilyn Briggs

The ad hoc City Hall Advisory Committee had its first meeting on April 26. Between now and late September, it will explore and recommend the most suitable site, among four, for construction of a new City Hall. Meetings are open to the public. It is imperative that we citizens take part early in the process as the stakeholders ultimately using and paying for this construction.

Almost a quarter of a century ago, this same project absorbed years of heated discussion. The "Our Town" citizens' committee rallied in opposition to an administrative determination to move City Hall off its current site for more space. The successful resolution was to acquire the old Hillah Building and restructure it for the Planning and Engineering Departments. Now talk is about seismic standards as well as more space. My own concerns, like then, are City Hall's historical significance linked to its siting.

In 1884, the pioneer Helman family sold to the city, for \$1, the land that now includes City Hall and the Plaza. The deed says in perpetuity. Attorneys might find ways to dismiss that honorable intention, but that would be foolhardy because the current site is perfect for its function. That declaration is based on following quotes targeting City Hall sites from two recognized leading authorities in city planning.

Historically, according to "American City Halls" (1984), city halls have "antecedents in

12th century Europe, where the feudal order was collapsing and control of towns was passing from the royalty and the church to urban inhabitants. To exercise these new responsibilities, citizens needed a place to assemble, discuss and promulgate rules, thus the town hall emerged as a distinct building type."

The early town hall was a two-story structure "facing a plaza." The market was on the lower level until they needed more meeting, office and storage space. This expedient prototype is seen throughout the USA and around the world as a form following function. The town hall was a vital element in a streetscape that historically contains a major church and commercial structures. Locally, our glorious Lithia Park fills the secular role of the church. Today "one-stop shopping" describes the configuration.

The following paraphrasing and quotes are from "A Pattern Language" by Christopher Alexander (1977). These patterns are considered by city planners to be absolutely relevant to a successful cityscape.

First and foremost, "... town halls die if they are badly located ..." They must not be "... physically located out of the realm of most citizens' daily lives ..." They must be "... highly visible and accessible ... on major pedestrian intersections." The site must "... be clearly recognizable as community territory ..." with the "... possibility of access to the local government ...", that is, "... a political center of gravity ... for every person to feel at home in the place of his

local government with his ideas and complaints..." Especially note, "... the open space around the building is shaped to sustain people gathering and lingering ... with access to storefronts...", all of which describe our current Plaza and City Hall.

Similar criteria are expressed in "American City Halls," citing civic buildings as "anchors," "the cornerstone of civic identity, participation, and responsibility." They "can't be just anywhere." They should be situated in the "historic center," "downtown, in the heart and soul of the community." They "shall be aligned with the principle street on its perimeter." They must be "easily accessed ... located in the core of city center where people can pass, enter, on their way to and from daily routines," where, with high pedestrian traffic, people "naturally congregate." They must suggest "permanence," a "sense of place, and a 'link with the past.'"

To ignore these professionally acclaimed criteria would be derelict of responsibilities. Albeit, our current City Hall, often remuddled, is ill-functioning. However, the only site among those selected for study that matches these proven prerequisites is the existing site of our City Hall.

Attend the ad hoc committee meetings as the stakeholders you are.

Dates are posted on the city website.

— Marilyn Briggs lives in Ashland.



PARKING OPTION A - EXPANDED LOT ADJACENT TO BUILDING
PLUS NEW ANGLED SPACES ON MANZANITA
41 SPACES ONSITE - 41 ON STREET
FIELD IS SHORTENED 36 FEET



NOT TO SCALE
JULY 18, 2017

BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT



PARKING OPTION B - NEW PARKING LOT ON FIELD PLUS EXISTING ADJACENT
 54 SPACES ONSITE - 40 ON STREET
 OVER HALF OF FIELD IS TAKEN FOR PARKING



BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT



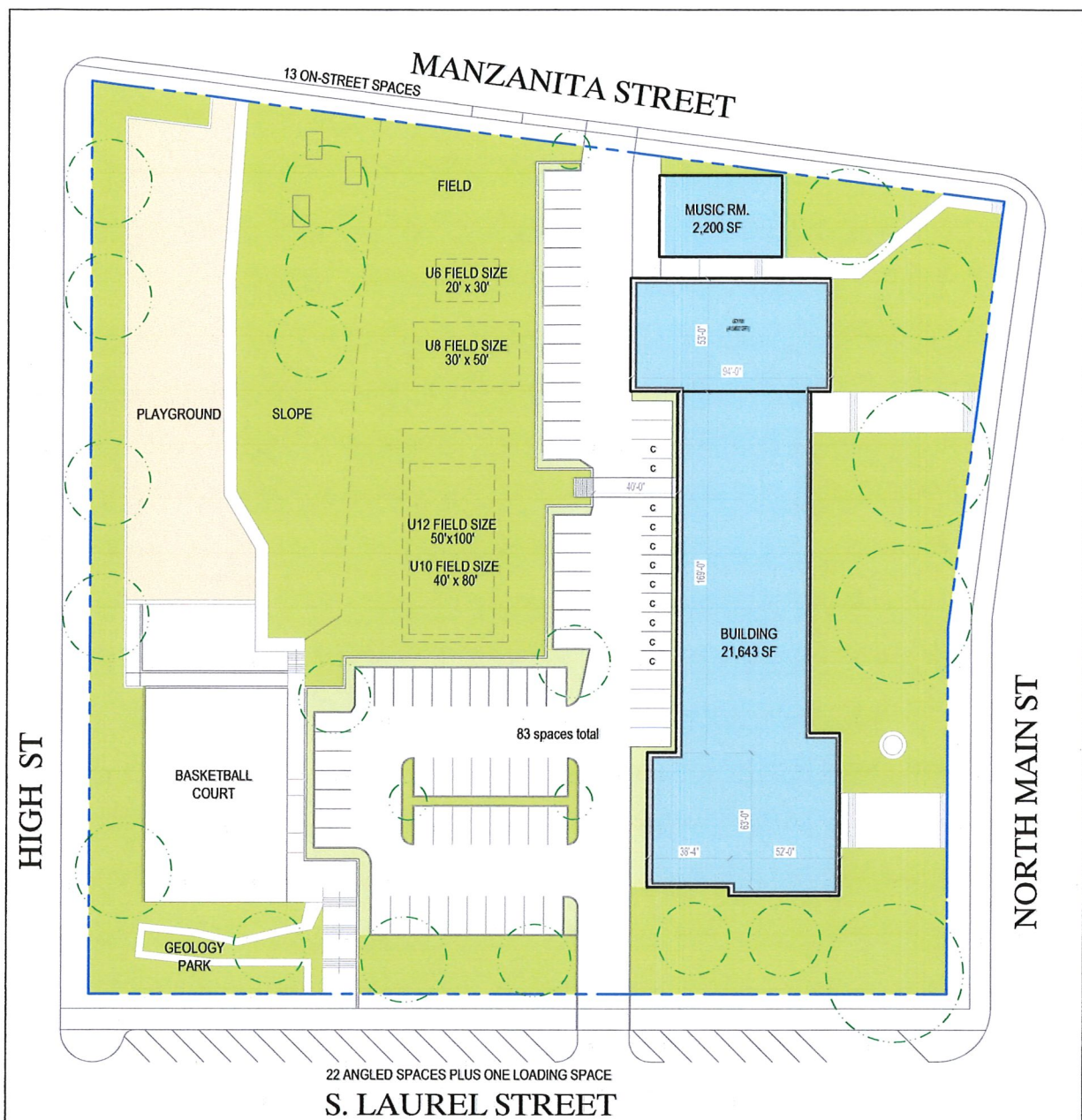
PARKING OPTION C - EXPANDED LOT ADJACENT TO BUILDING
 37 SPACES ONSITE - 40 ON STREET
 FIELD IS NARROWED BY 27 FEET ALONG HALF OF LENGTH



NOT TO SCALE
 JULY 18, 2017

BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT



PARKING OPTION D - LOT ADJACENT TO BUILDING, PLUS NEW LOT WHERE SOUTH WING OF BUILDING IS REMOVED
 83 SPACES ONSITE - 37 ON STREET
 FIELD IS NARROWED BY 24 TO 27 FEET ALONG FULL LENGTH



BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT

Council Business Meeting

October 17, 2017

Title: City Hall Options Information
From: John Karns Interim City Administrator
karnsj@ashland.or.us

Summary:

Along with the report from the City Hall Ad Hoc Committee that the Council received at the [October 3rd](#) business meeting, this is additional information that Council can use in identifying the best alternative for rebuilding/relocating City Hall.

Actions, Options, or Potential Motions:

This is for additional information only.

Staff Recommendation:

N/A

Resource Requirements:

N/A

Policies, Plans and Goals Supported:

City Council Goal 4.4: Examine city hall replacement and other facility needed.

Background and Additional Information:

In 2015, Council directed to staff to complete a new seismic study on City Hall and to move forward with a comprehensive examination of options for replacing or rebuilding City Hall. The City contracted with Miller Engineering to complete the seismic study and with ORW Architecture to evaluate and develop options for replacing or rebuilding City Hall. In January 2017, the Council reviewed the ORW feasibility study for the replacement of City Hall and in April of 2017 appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall and to recommend an amount for a GO Bond for a future election date and include \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center facility. As noted in the Committee's final report, the eleven-person committee met ten times over the past four months. 74% of the 2016 Citizen Survey respondents indicated support of making City Hall earthquake resilient.

Attachments:

Memo from the Interim City Administrator
Memo from Public Works on RFQ options

Memo

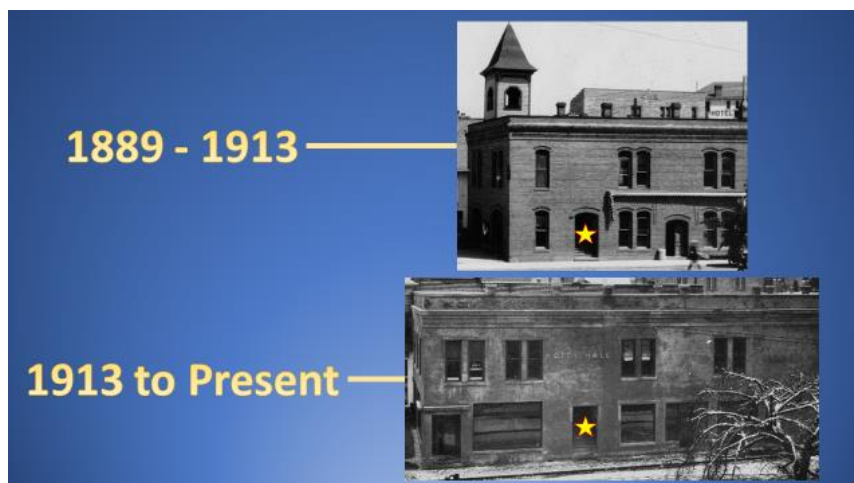
DATE: October 10, 2017
TO: City Council
FROM: John Karns
RE: City Hall Options

At the business meeting on October 3 Council received the report from the City Hall ad hoc committee with the three options the committee recommended for further consideration. This is a complex issue with many variables. This memo is simply to provide you more information going forward and offer some potential “road maps” on how to achieve them.

The impetus behind the renovation/replacement project for City Hall is primarily to provide a reasonably safe environment for those working in the structure. The obvious life safety issue notwithstanding, one of the most important functions of a city post temblor or other disaster is community recovery, which can be measured in months and often years. The functions, records, and processes that occur in City Hall are critical to that phase of an event. The exposure of the Pacific Northwest to a seismic event on the Cascadia Subduction range is well documented. Over the last 10,000 years, that zone has experienced a major subduction every 341 years as an average. The last event was January 26, 1700.

The City Hall structure is a combination of two buildings, one built in 1889 and one built in 1913. It is of an unreinforced masonry (URM) design meaning there is no steel reinforcement within the walls as is required today. The building has seen many uses over the years and has been modified numerous times in an attempt to meet the needs of those uses. The building is also unsupported on three sides. While URM buildings are always vulnerable during earthquakes, a URM building with three sides unsupported is particularly susceptible to failure. During a significant temblor the facility will likely experience substantial failure of its wall, floor, and roof systems.

The 1913 remodel included the addition of what is currently the City Administrator and Mayor’s office. Also the area where Utility Billing is in now was enclosed to be used for parking of Fire apparatus. The stucco was applied over the brick but other than that, nearly everything pictured in the top picture is still there. That exterior wall you can see in the picture is still the exterior wall today, just with stucco over the brick.



The City Hall Ad Hoc Committee did an admirable job of analyzing a great deal of information and interpreting the various options presented. The Committee created a process to “value” the criteria of the various options that ultimately produced the three options have already presented to you. I utilized the same criteria the committee used and presented it to both the employee groups of the City Hall and Community Development buildings as well as the customers who patronize those facilities. While clearly this process was not as formal or controlled as the Committee’s, it is still an important perspective of those who utilize the facilities potentially affected by the decision to renovate or relocate City Hall. The information for those two surveys are at the end of this memo.

The following are the three alternatives that the committee recommended:

Rebuild and Expand City Hall on Existing Site

As noted in the ad hoc Committee report, this alternative keeps the existing City Hall site and rebuilds the structure in its current location. The recommendation would be to add one floor and a basement. There was some concern that the stucco façade should be retained for historic value though it should be noted that the original façade was brick, not stucco. This original brick look could be realized during the rebuilding of the structure by utilizing a brick veneer, in keeping with the downtown look.

The funding mechanism would likely be a general obligation bond ideally in May. A May election does not require 50% voter turnout because of the passage of Measure 56 in November 2008. Language for the ballot measure would need to be complete and approved by the end of the preceding February.

PROS

- This alternative keeps the functions of City Hall downtown
- This alternative would address the failing building systems that are currently a challenge
- The City owns the site and no additional property would need to be purchased.
- Potentially the least expensive option

CONS

- The employee and customer parking shortages would not be addressed.
- Key operations remain in the inundation zone of Hosler Dam
- Construction may have substantial impact on commerce, tourism, and vehicle circulation, downtown parking, and pedestrian traffic
- Does not provide centralized services
- City Hall staff would need to be relocated during construction

New City Hall at Civic Center/Retain ComDev Downtown

The original alternative places City Hall at the civic center complex adjacent to the Police Station and keeps ComDev in place. Staff recommends that Council consider moving both the City Hall and ComDev operations if this alternative is considered. The existing court/Council Chambers would be demolished, and those meeting spaces and offices would be incorporated into a new structure built on that site and extending onto the current open area behind the existing building. The existing parking area may be expanded as needed.

The funding mechanism would likely be a general obligation bond ideally in May. A May election does not require 50% voter turnout because of the passage of Measure 56 in November 2008. Language for the ballot measure would need to be complete and approved by the end of the preceding February. If the operations of City Hall and ComDev were combined and the existing ComDev building sold, those funds could be directed to the project reducing the overall cost.

PROS

- The operations of City Hall and ComDev could be consolidated
- Places Public Works administration close to Public Works operations
- Near the geographic center of the community
- The City owns this property and no additional property would need to be purchased.

- The employee and customer parking shortages would be addressed.
- City Hall staff would not need to be relocated during construction
- City Hall and ComDev operations would be adjacent to the EOC
- Construction would have nominal impact on commerce, tourism, vehicle circulation, downtown parking, and pedestrian traffic

CONS

- The functions of City Hall would no longer be downtown

Briscoe School – Relocate City Hall and ComDev to Briscoe

This alternative calls for the City to acquire the Briscoe school property from the Ashland School District and move the operations of both City Hall and ComDev to that location. The ComDev facility would be sold and those funds used to rebuild the school facility.

This alternative would require acquiring the Briscoe School property from the Ashland School District. Whether the purchase is through cash or deferral of future development costs, this would need to be calculated into the overall project expenses. The construction costs would likely be a general obligation bond ideally in May. A May election does not require 50% voter turnout because of the passage of Measure 56 in November 2008. Language for the ballot measure would need to be complete and approved by the end of the preceding February.

PROS

- City operations still retains a near “downtown” location.
- City Hall and ComDev operations are consolidated.
- The employee and customer parking shortages would be addressed
- Potential use of playground/field by Ashland Parks
- City Hall staff would not need to be relocated during construction.

CONS

- The City would need to acquire the property either through outright purchase or a deferral of future development costs for ASD projects (unknown at this time). It is important to realize that in deferral of costs, the City still realizes a “payment” through reduced revenues and staff time commitment.
- Some additional parking would be needed, not a significant hurdle however
- Structure has a great deal of deferred maintenance issues, including the need for complete seismic retrofit and would require a number of building system upgrades and tenant improvements. There is an on-site underground fuel storage tank that will need to be decommissioned or removed.
- Probably the most expensive option
- Property zoned residential

All alternatives would provide for the desired “safe working environment” that is the focus of the project.

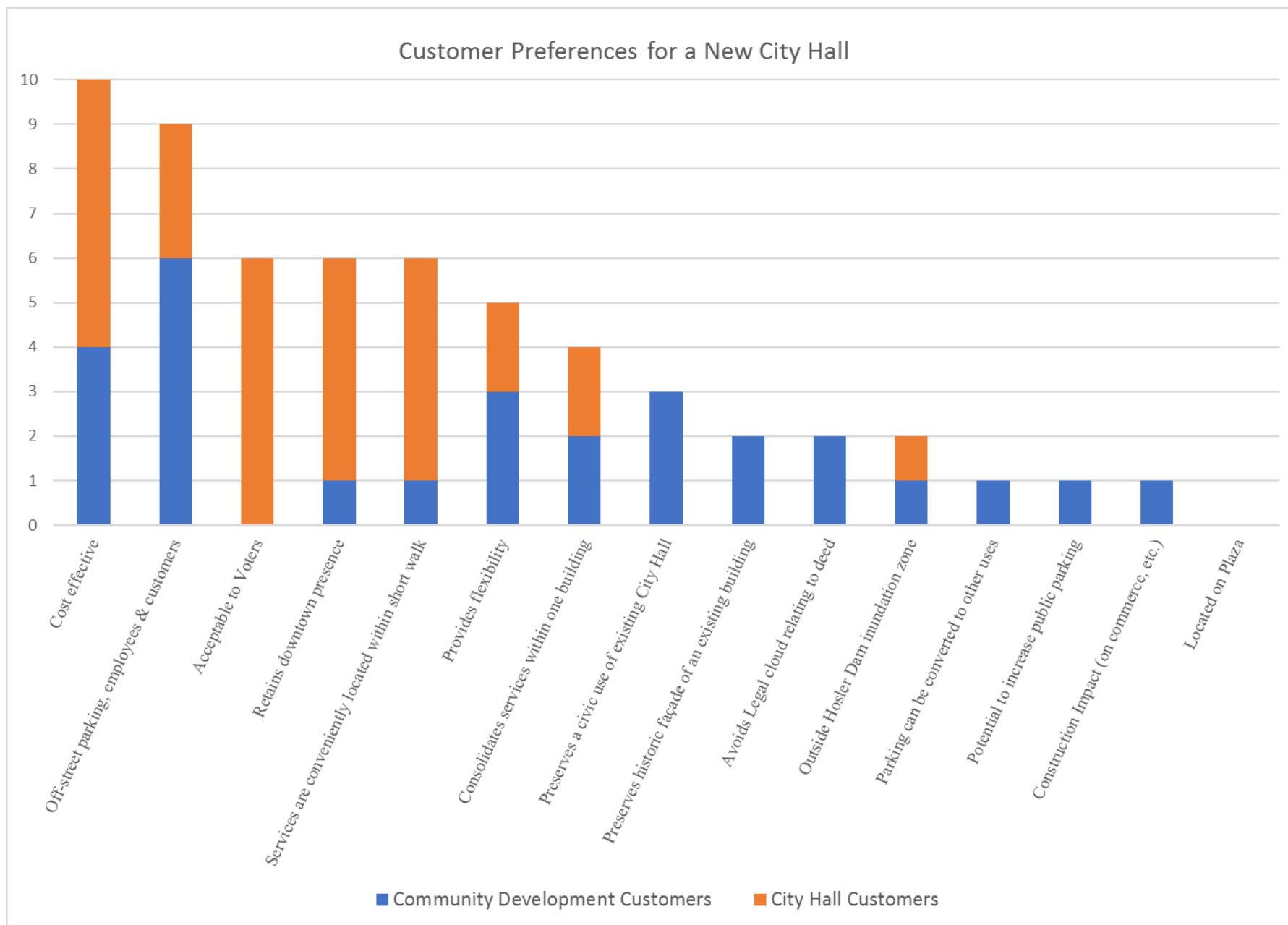
For the second and third alternative, the City would need to decide whether to divest itself of the current City Hall property or retain it for some other civic use. The City Attorney has already stated that the deed covenant should not influence the decision as to which alternative is best for the community. If the City Hall is retained, it would need to be seismically stabilized and some of the building systems repaired or replaced. We do not recommend performing seismic stabilization without addressing the building’s aging systems. A potential use of the rehabilitated structure would be to utilize it for community meeting rooms, move Ashland Police Department’s contact station to that location, and possibly rent some of the space to a third party, potentially the Chamber of Commerce.

Since the goal of this project is to provide a reasonably safe working environment for City employees working in City Hall, I recommend that the Council give the process three years to be implemented. If a decision on the best alternative hasn’t been made and/or a funding source hasn’t been identified within

three years, the staff of City Hall should be relocated to a facility offering seismic stability until such time the rebuilding or relocating of City Hall is complete.

Moving forward the next step is to acquire the costing and design information for the three alternatives. Clearly this would be necessary before making the decision. In concurrence with the Ad Hoc committee's recommendation, I recommend that we proceed with acquiring the design and costing information for the three alternatives, unless Council feels strongly either for or against one or more of the three options and wishes to limit the design and costing to fewer site. I would also recommend that with the second alternative, we strongly consider moving the ComDev operation to the civic center location along with City Hall operations. While providing the desirable consolidation of services, it would allow the City to sell the exiting ComDev building and help fund the project.

The funds for this type of study are typically funded from the facilities budget and there is \$100K budgeted in this biennium for facilities related studies. Staff believe that this sum will cover the costs to acquire the necessary design and costing information for all three alternative (or any mix of alternatives Council would prefer).



	Community Development Customers	City Hall Customers	Total
Cost effective	4	6	10
Provides flexibility	3	2	5
Acceptable to Voters		6	6
Preserves a civic use of existing City Hall	3		3
Retains downtown presence	1	5	6
Provides Off-street Parking to employees & customers	6	3	9
Provides parking that can be converted to other uses	1		1
Services are conveniently located (within a short walk)	1	5	6
Provides consolidates services (within the same building)	2	2	4
Potential to increase public parking	1		1
Located on Plaza			
Preserves historic façade of an existing building	2		2
Avoids Legal cloud relating to deed	2		2
Outside Hosler Dam inundation zone	1	1	2
Construction Impact (on commerce, etc.)	1		1

Employee Preferences for City Hall

In order of highest to lowest, here are the employee rankings by City Hall employees.

- 1) Provides consolidated services (within the same building)
- 2) Provides off-street parking for employees and customers
- 3) Services are conveniently located (within a short walk)
- 4) Cost effective (wise use of public money)
- 5) Outside Hosler Dam inundation zone
- 6) Retains downtown presence, Preserves historic façade of an existing building.

The remaining criteria did not receive any dots from City Hall employees:

- Site (location of new building) provides flexibility
- Preserves historic use of existing City Hall (not necessarily current administrative functions)
- Provides parking that can be converted to other uses
- Potential to increase public parking (may accommodate a surface lot or parking structure)
- Located on the Plaza
- Avoids legal cloud relating to current deed
- Construction Impact (on traffic, parking, pedestrians, businesses, residences)

Here are the employee rankings, highest to lowest, by Community Development/Public Works employees.

- 1) Provides off-street parking for employees and customers
- 2) Retains downtown presence
- 3) Site location provides flexibility, Services are conveniently located (within a short walk), Outside Hosler Dam inundation zone (each received the same number of dots)
- 4) Preserves historic use of City Hall, Provides consolidated services (within same building), Potential to increase public parking (may accommodate a surface lot or parking structure) (each received the same number of dots)
- 5) Acceptable to voters, Preserves historic façade (each received the same number of dots)
- 6) Cost effective (wise use of public money)

The remaining criteria did not receive any dots from Community Development/Public Works employees::

- Located on Plaza
- Avoids legal cloud relating to current deed
- Construction impact (on traffic, parking, pedestrians, businesses, residence)

Memo



Date: October 11, 2017

From: Paula C. Brown, PE, Public Works Director

To: John Karns

Re: CITY HALL OPTIONS REQUEST FOR QUALIFICATIONS IDEAS AND
PROCESS

Background:

At the business meeting on October 3 Council received the report from the City Hall ad hoc committee with the three options that the committee recommends for further consideration. Realizing the complexity of this issue, the Council was left with many variables and several options to consider.

Next Steps:

As Council continues to refine options, it is suggested that Council consider a Request for Qualifications (RFQ) proposal for this multi-step project. In this concept, staff would select a firm with appropriate qualifications; architectural, engineering, site design and planning, to develop a step by step approach to selecting a preferred solution.

A RFQ allows the city to specify the type of work, phases, the qualifications desired of the consultant team, a review of comparable completed jobs, and recommendations of the consultant team.

The RFQ outlines the stages of the project; for instance

- Phase 1: conceptual design and conceptual costs for each of the selected alternatives to include risks associated with each alternative and a relative time line
- Phase 2: develop a process to select an alternative to include cost, timing, City functions performed at the site(s) and moves, City property options (purchase, sale, re-functioning, etc.), public input
- Phase 3: develop full engineering design and plans for the selected alternative and final cost analysis (typically completed as 70% draft then final)
- Phase 4: construction management services to assist with any site changes and quality control

Each phase is separately negotiated for cost, scope and time, and a separate contract is completed for each phase. A clause in the RFQ and initial phase could indicate the intention to continue with subsequent phases but allow the City to stop at any time and renegotiate each phase independently through a separate RFP process. The selected consultant would be provided all previous studies and seismic reports. All contracts and scopes of work would go to council for approval.



Council Study Session

December 4, 2017

Title:	City Hall Recommendations	
Item Type:	Update and Discussion	
Requested by Council?	Yes	
From:	John Karns john.karns@ashland.or.us	Interim City Administrator
	Paula C. Brown, PE paula.brown@ashland.or.us	Public Works Director

Discussion Questions:

Council has been grappling with “the City Hall” decision for several years. With revised seismic analysis, completed in December 2015, along with deferred maintenance / upgrades to the utilities, it is clear that the current City Hall building is due for a significant overhaul. That knowledge lead to the formation of the Ad Hoc City Hall Advisory Committee. The primary task of this committee was to identify how to best provide a seismically safe and efficient workplace for the employees of the current City Hall structure.

This item solicits Council priorities in the evaluation process for a City Hall change, and suggests the following topics for discussion tonight and in the future:

- Does Council wish to retain the current downtown City Hall location?
- Is it important to have a downtown municipal presence at some level?
- Is it important to consolidate City administrative staff functions into one location?
- What is the most important value to the project, cost, parking, location, functionality?
- Is council willing to complete conceptual architectural / engineering design and relative cost evaluation for all three options to allow a more comparative evaluation?

There are pros and cons to each of these discussion items, many of which were raised during the Ad Hoc City Hall Advisory Committee.

Resource Requirements:

The 2017-19 biennium budget includes \$200,000 for contracted services. Conceptual design for all three options; City Hall, Civic Center and Briscoe School, would be approximately \$80,000 depending upon the level of engineering evaluation of the existing City Hall.

Suggested Next Steps:

As Council continues to refine options, it is suggested that Council consider a Request for Qualifications (RFQ) proposal for this multi-step project. In this concept, staff would select a

firm with appropriate qualifications; architectural, engineering, site design and planning, to develop a step by step approach to selecting a preferred solution.

A RFQ allows the city to specify the type of work, phases, the qualifications desired of the consultant team, a review of comparable completed jobs, and recommendations of the consultant team.

The RFQ outlines the stages of the project; for instance

- Phase 1: conceptual design and conceptual costs for each of the selected alternatives to include risks associated with each alternative and a relative time line
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- Phase 4: construction management services to assist with any site changes and quality control

Each phase is separately negotiated for cost, scope and time, and a separate contract is completed for each phase. A clause in the RFQ and initial phase could indicate the intention to continue with subsequent phases but allow the City to stop at any time and renegotiate each phase independently through a separate RFP process. The selected consultant would be provided all previous studies and seismic reports. All contracts and scopes of work would go to council for approval.

Staff recommends that all three options be included in the RFQ in order to give Council complete information to evaluate the options.

Policies, Plans and Goals Supported:

Council Goals:

2.2 Engage boards and commissions in supporting the strategic plan

4 Evaluate real property and facility assets to strategically support city mission and goals

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

Background and Additional Information:

On October 3, 2017, staff heard a presentation from staff and the ad hoc City Hall Advisory Committee on its recommendations for the replacement of City Hall. As the Ad Hoc Committee stated, they could not reach unanimity on the recommendation. In addition, there were several related but inconclusive recommendations.

Staff has reviewed the Ad Hoc committee recommendations as well as priorities cited by City Hall staff and customers, distilled the comments made from the City council and is offering the following thoughts and recommendations:

1. Fully evaluate the two locations that the city owns; civic center and city hall at the plaza.
2. Evaluate the facility improvement needs of the Briscoe School site and separately discuss purchase options.
3. Prioritize the desire to have all city hall administrative functions, including planning, engineering and related services, conducted in one building at the civic center or Briscoe School site.
 - a. If the priority is to have a consolidated City functions, the discussion would further allow repurposing the current city hall location and potentially the sale of the Community Development and Engineering Services building.
4. If the priority is to retain the current City Hall in its current downtown location with similar purpose, the consultant will need to evaluate either a total replacement or a complete remodel with seismic improvements and extensive utility upgrades to the existing facility.

The initial conceptual design will include a rendering, cost estimates, options for energy efficiencies and a general assessment of “green building” standards, costs, timeline and construction staging (i.e.; interim staff locations). It is estimated that this work could be completed within 9 months. Once this phase is complete, staff will return to the council with a recommendation and financing options.

Attachments:

Recommendation from the Ad Hoc City Hall Advisory Committee and City Hall employees and customers – Council Business Meeting October 3, 2017

Council Business Meeting

October 3, 2017

Title: Recommendation from the ad hoc City Hall Advisory Committee

From: Ann Seltzer Management Analyst

ann.seltzer@ashland.or.us

Kaylea Kathol Project Manager

kaylea.kathol@ashland.or.us

Summary:

The ad hoc City Hall Advisory Committee presents its recommendation on the replacement of City Hall.

Actions, Options, or Potential Motions:

- 1) I move approval of the recommendation of the ad hoc City hall Advisory Committee to place a GO Bond on the May 2018 election for \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center (EOC) facility.
- 2) I move approval of staff's recommendation to issue an RFQ for Architectural Design Services.

Staff Recommendation:

- 1) Staff recommends approval of the Committee recommendation to place a GO Bond of \$1 million to complete Phase II construction of the Police Department and EOC facility on the May 2018 ballot. A 15-year loan at 3% interest will be \$0.0319 per \$1000 assessed value (see attachment 2).

Rationale: The Council-approved Scope of Work of the ad hoc City Hall Advisory Committee requires \$1 million to complete Phase II construction of the Police Department and EOC facility. The committee felt it would be beneficial to have the EOC bond on the May 2018 ballot.

- 2) In addition, staff recommends the following action:

Publish an RFQ for Architectural Services for replacing/rebuilding City Hall with a target budget of \$10 million to include the following:

Phase 1. Develop conceptual preliminary drawings with planning level costs for all three sites noted in the committee recommendation, (current location, Civic Center, and Briscoe School).

Phase 2. Develop final design.

Phase 3. Construction Administration

Rationale: The ad hoc Committee recommendation states that given the uncertain costs for the three location alternatives, they are unable to recommend a specific general obligation bond amount for voter approval. Securing design/build concepts for the proposed sites would provide the community and Council with visual drawings, planning level costs and functionality of the proposed building and locations. The design of the concepts would factor in the criteria developed by the ad hoc Committee.

The estimated costs for a new City Hall range from \$8.5 million to \$11.5 million. Setting a target budget of \$10 million gives the architectural firm a specific budget to work within in designing the concepts.

The deadline to submit a ballot measure title for publication of notice is February 23 and the final day to submit the ballot measure language is March 15. Given this timeline, it is unlikely that an RFQ could be issued, a contract awarded and designs concepts completed and available for review and a decision to meet the deadline for the May 2018 ballot. Therefore, the ad hoc Committee recommends placing a GO Bond for City Hall on the May 2019 ballot, allowing time to complete the phases of the RFQ noted above over the next 18 months.

The ad hoc City Hall Advisory Committee has indicated they would be willing to reconvene to review the designs and costs.

Discussion Question

Does the City Council want to commission design concepts for all three sites or just the City-owned sites?

Does the City Council wish to explore the acquisition of Briscoe School? If so, a letter of interest from the City Council to the Ashland School Board would be a starting point.

Resource Requirements:

The recently approved facilities budget includes \$100,000 for facility evaluations and studies. An estimated \$80,000 would be needed for architectural contractual services. The amount will depend on whether the Council wants design concepts for all three locations: Civic Center, Briscoe School and the current City Hall location. Staff estimates \$40,000 for a single concept plus \$20,000 for each additional site.

Policies, Plans and Goals Supported:

City Council Goal 4.4: Examine city hall replacement and other facility needs.

Background and Additional Information:

In 2015, Council directed to staff to complete a new seismic study on City Hall and to move forward with a comprehensive examination of options for replacing or rebuilding City Hall. The City contracted with Miller Engineering to complete the seismic study and with ORW Architecture to evaluate and develop options for replacing or rebuilding City Hall.

In January 2017, the Council reviewed the ORW feasibility study for the replacement of City Hall and in April of 2017 appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall and to recommend an amount for a GO Bond for a future election date and include \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center facility.

As noted in the Committee's final report, the eleven-person committee met ten times over the past four months. All material related to the work was posted online as a Hot Topic on the City's website as well as all the agendas and minutes.

74% of the 2016 Citizen Survey respondents indicated support of making City Hall earthquake resilient.

Ad hoc City Hall Advisory Committee Members

Juli Di Chiro, chair and former Ashland
School District Superintendent
Ed Finklea, Executive – Natural Gas
Jac Nickels, Architect
Jerry Kenefick, Tax and Finance
Rich Miller, AWAC

Cathy Shaw, Former Ashland Mayor
Roger Pearce, Attorney
Darrell Boldt, Retired Contractor
Meiwin Richards, Retired Banker
George Kramer, Historian
Barry Thalden, Architect

Attachments:

- 1) Committee report and recommendation
- 2) Minority opinion from committee member Jac Nickels
- 3) Draft minutes from final ad hoc committee meeting
- 4) GO Bond Amortization Schedule
- 5) Public input

CITY OF ASHLAND

Ad Hoc City Hall Advisory Committee Final Report and Recommendation to the City Council October 3, 2017

The ad hoc City Hall Advisory Committee is pleased to make its recommendation to the City Council.

Introduction

The existing City Hall building is a historic, unreinforced masonry building. Due to the vulnerability of that building to seismic activity, the City Council has previously considered options for City Hall, including a feasibility study done by City Staff and ORW Architecture that was presented to the Council in October 2016. In January 2017, the City Council approved formation of an ad hoc advisory committee to consider alternatives for City Hall, including additional alternatives to the ORW Study. In April 2017, the City Council approved the ad hoc committee appointments and scope (Tab A).

The central charge of the committee was to evaluate options for improving or replacing City Hall that address work space needs for City employees through 2031 (as laid out in the ORW Study) and that provide a reasonable degree of seismic safety for employees. The committee was also asked to recommend timing and amounts of any general obligation (GO) bond, or other financing, needed to implement the recommended alternative.

Summary of Recommendation

The committee did not reach a unanimous recommendation on a site. Eight of the eleven members recommend rebuilding the City Hall on its current site, expanding the structure to accommodate the future square footage needs of the City, and retaining the Community Development (ComDev) Building. Two committee members recommend building a new structure on the Civic Center site and retaining the ComDev Building. One committee member recommends consolidating all City Hall and ComDev uses at the Briscoe School site. The criteria developed and applied by the committee and the explanation for the recommendations are explained in detail below.

Costs will depend both on the Council's final decision on an alternative and on the design of the project. Accordingly, the Committee is unable to recommend a specific general obligation bond amount for voter approval. However, once the City Council makes final decisions for a new City Hall, the committee recommends placing a GO bond on the May 2018 ballot, which should

include \$1M to complete Phase II construction of the Police Department and Emergency Operations Center (EOC) facility, as directed by Council. If the timing proves infeasible for a City Hall bond issue, we recommend spring of 2019 for the City Hall bond issue but going forward in May 2018 with the \$1M bond issue for the EOC project.

Committee Process

The eleven-person committee met ten times over the past four months. We received presentations from staff on the condition of City Hall, the Community Development Building and the Civic Center. We toured City Hall, the Community Development Building, the Civic Center, the Police Station and the proposed location for the EOC at that facility. We received a presentation from the Ashland School District and toured Briscoe School. We reviewed the ORW Feasibility Study and received a presentation from ORW's Dana Crawford who explained the process utilized for the study and its space needs analysis. We reviewed a number of additional presentations and materials, including analysis of the 1888 Helman deed to the City that included the City Hall site, City Staff reports on cost estimations, the December 2015 City Hall seismic evaluation, and a committee review of the square footage costs from committee member Darrell Boldt. We had informative discussions on the identified space needs, the criteria utilized in the prior feasibility study, and additional criteria deemed important by the committee for any recommendation, including cost effectiveness, opportunities for operational flexibility, preservation of the existing civic use and downtown presence, and parking for customers and employees. We heard numerous comments from members of the public. Agendas, minutes and materials were posted online as a Hot Topic on the City's website.

Alternatives Considered

The starting point for feasible alternatives was the ORW Feasibility Study. The only alternatives carried forward were those that met the City's 2031 additional space requirements as estimated in the ORW Feasibility Study as an increase of 4,846 square feet over existing square footage available at City Hall and the Community Development building. Two new options were brought forward and considered as set forth below. The committee believes it was thorough in its research. While some other options were mentioned to us, the list in Table A below are the ones that we deemed sufficiently feasible to analyze.

Construction timeline estimates were done by City staff.

Cost estimates were provided by City staff based on the methodology used in the ORW Feasibility Study. Since there is no actual design from which to estimate, these numbers are necessarily quite general. A number of committee members, particularly those with construction experience, felt that some of the cost estimates (e.g., for seismic strengthening) were quite high. With one exception, the committee felt that the estimates were sufficiently similar in methodology that they provided a legitimate basis for comparison purposes. The exception is the Briscoe School option, which was presented later than others. The estimated cost for that option

shown below only includes seismic upgrades, and architectural, mechanical, electrical, and plumbing improvements for use as a school (less a presumed sale price for the Community Development building of \$2.5M). We did not have any estimates for the purchase price of the land and buildings, for any demolition and construction of surface parking, or for the improvements to the building that would be required for it to function for the combined uses now in City Hall and the Community Development Building.

Table A - Alternatives

	Alternative	Cost Estimate	Construction Timeline (months)
1	City Hall Expansion (2 options)		
1a	Rebuild and expand existing City Hall	\$8.5 M	11
1b	Rebuild and expand existing City hall and retain historic facades	\$9.7 M	16
2	Expand ComDev to include City Hall	\$9.5 M	16
3	New construction at Lithia Way and Pioneer parking lot (2 options)		
3a	Consolidate ComDev and City Hall at Lithia Way and Pioneer with 50 underground parking stalls	\$16.1 M	17
3b	Consolidate ComDev and City Hall at Lithia Way and Pioneer with 100 underground parking stalls	\$19.6 M	19
4	Civic Center (2 options)**		
4a	New City Hall at Civic Center and keep ComDev downtown**	\$11 M	16
4b	New City Hall at Civic Center and incorporate ComDev**	\$12.9 M	16
5	Briscoe School as new City Hall and ComDev**	\$8.1 M (est. is for structural rehab only)	16

** Options developed by City after ORW completed Feasibility Study. Costs and timelines were estimated by staff, based on construction assumptions used in the Feasibility Study.

Decision Criteria

The committee spent considerable time developing the criteria by which to evaluate the options listed above and ranking each criterion. The list of criteria with brief explanations is set out in Table B below.

Table B –Criteria

1	Option Is Cost Effective	Whether the City is spending public dollars wisely
2	Option Provides Flexibility	Whether the option would provide the City with design and operational flexibility to meet current and future needs.
3	Preserves Civic Use of Existing City Hall	The existing civic use on its key corner Downtown was seen as an important factor
4	Option is Acceptable to Voters	Whether the option would be something for which voters would be willing to tax themselves
5	Retains a Downtown Presence	The existing presence in Downtown was seen as an important factor
6	Option Addresses Parking for Employees and Customer	Whether the option would improve parking for employees and customers of City Hall.
7	Provides centralized services	Whether the option would centralize services for the convenience of the public and City staff coordination
8	Potential to increase public parking	Could the option provide for additional public parking, especially in the Downtown area
9	Preserves historic façade of the existing City Hall	The preservation of the historic façade of the existing National Register building is a factor
10	Is outside the Hosler Dam zone	Whether the option is within the FEMA inundation path of a Hosler Dam failure event
11	Built to LEED standards	Whether the option could meet Livability through Energy and Environmental Design (or other ‘green building’) standards
12	Construction time-line and impact	What would be the construction impacts to neighboring uses and to traffic

The committee determined that the six highlighted criteria were the most important for its decision-making, but it considered all the criteria. Some of the criteria deemed of lesser importance are fairly included in the six highlighted criteria. The order in Table B above reflects the number of votes each criterion received when the committee assessed the criteria. Individual members naturally place greater weight and importance to different criteria, which helps explain the non-unanimity in the committee’s recommendation. Note that the criteria often address competing goals, so some balancing of interests was required. None of the alternatives considered could meet all of the criteria deemed important.

Analysis of Alternatives

The finalist alternatives analyzed by the committee were:

- 1A Rebuild and expand the existing City Hall and retain ComDev Building
- 1B Rebuild and expand the existing City Hall, retain the historic facades, and retain ComDev Building
- 4A New City Hall at the Civic Center and retain ComDev Building
- 5 Briscoe School – consolidate both City Hall and ComDev at Briscoe

Other alternatives did not get enough support to be carried forward.

- With respect to Alternative 2 (Expand ComDev to include City Hall plus expansion for future), adding two stories to that building would be a challenge and would result in a bulky and inefficient design; that building is relatively new and functions fairly well; parking downtown would worsen (assuming some alternate use would occupy the current City Hall); and the City would still have the problem of what to do with the seismically unsafe current City Hall building.
- With respect to Alternatives 3A and 3B (Consolidate City Hall and ComDev in a new building at Lithia/Pioneer with either 50 or 100 underground parking stalls), those options did provide some parking in the Downtown area but were far more expensive than other alternatives and did not meet other important decision criteria.
- With respect to Alternative 4B (New City Hall at Civic Center including ComDev uses), that alternative was also not cost effective, and the committee felt that abandoning the ComDev Building was unwise because it is a relatively new building that functions fairly well currently.

Alternatives 1A and 1B – Rebuild and Expand on Existing Site

Eight of the eleven committee members recommend rebuilding and expanding City Hall on the existing site and keeping the ComDev Building. These are close to the same alternative – the only difference being that 1B is estimated to cost more but would preserve the historic façade. Some members thought preserving the façade was important and that the estimated extra costs of that work (\$1.2M) was overstated. Others felt that the difference in cost was more important, a new building would be faster to rebuild (less construction impacts to Downtown), and other mitigation for impacts to historic resources is possible.

- This alternative is the most cost effective of the four finalists.
- New space, whether in a new building or in the shell of the existing structure, could be designed to be flexible, without all the internal walls and grade changes in the existing structure.

- Alternatives 1A and 1B are the only alternatives that preserve the existing civic use on the existing location. It was felt that the City Hall on that key corner of Downtown was a signature part of Ashland.
- For that same reason, many committee members thought this alternative could be more readily acceptable to voters. This would not only provide additional space for City functions, it would also preserve something that is unique and historic about Ashland.
- The alternative would better retain a Downtown presence than other alternatives.
- The alternative would not provide additional parking for employees and customers. Some members pointed out that parking Downtown is a far larger problem than just City employees and just one building, however, and there are other ways to address parking problems as shown in the City's recent Downtown Strategic Parking Management Plan. As one member stated, it is difficult to build your way out of parking issues – rather, you need an overall management strategy. The two other alternatives (4A and 5) could provide on-site parking for users of the building itself, but may not have much impact on Downtown parking, depending on what replacement use went into the vacated City Hall building.
- This alternative would retain reasonably centralized services, because the two City administrative buildings would still be only one block apart.
- Other Issues. Construction Impacts Downtown - the City Hall building requires seismic upgrades for safety reasons, so some construction impacts will occur under any alternative selected, but the more extensive construction contemplated under Alternatives 1A and 1B would have greater construction impacts to Downtown. Rehousing Staff – current uses in City Hall would have to be relocated during construction; that impact might be avoided under other alternatives. Historic Consultation – any major renovations or demolition of the existing structure will require consultation with the State Historic Preservation Officer under state law.

Alternative 4A – New City Hall at Civic Center / Retain ComDev Downtown

Two of the eleven committee members recommend Alternative 4A, which would keep the ComDev Building in Downtown and build a new structure at the Civic Center.

- This alternative would be less cost effective (\$11M) than the alternatives discussed above – Alternative 1A (\$8.5M) and Alternative 1B (\$9.7M).
- The alternative would provide good flexibility in design of the new building.
- The alternative does not preserve the use of the existing City Hall on its prominent place in Downtown. But retaining the ComDev Building would retain a Downtown presence for those City uses appropriate for a Downtown location.
- The 4A alternative can address parking for employees and customers. The proponents of this alternative explained that functions accessed less frequently by the public, such as administrative functions and perhaps the Mayor's office, could be relocated to the ComDev building, and functions accessed more frequently (and which need more

parking) could be in the new building at the Civic Center. Depending on what alternate use went into the vacated City Hall building, there may be a different impact on Downtown parking from the current City Hall use.

- Proponents of this alternative have a different opinion of what would be acceptable to voters and what would make a saleable bond issue than the majority of the committee members.
- The alternative would not provide centralized services. The advocates for this alternative point out that putting the most-accessed services at the Civic Center could mitigate that drawback.
- Proponents of this alternative point out that construction impacts would be less for a new structure at the Civic Center. Others point out that whatever uses go into the old City Hall Building, there will likely be some construction needed to upgrade that building, although likely less than enlarging it for City Hall uses.

Alternative 5 – Briscoe School / Relocate all City uses from City Hall and ComDev to Briscoe

One committee member recommends Alternative 5, which would centralize all the functions currently in the ComDev Building and the City Hall Building to the Briscoe School site. Some offset in costs would be available by selling the ComDev Building. This committee member points out the unique opportunity afforded by the School District wanting to divest itself of the Briscoe site, which is a large property near Downtown.

- The cost effectiveness of this alternative is not known with certainty. The Briscoe building has not been updated for some time. Based on an Ashland School District study of how much it would cost to upgrade the facility for use as a school, City Staff has estimated that the cost of that retrofit would be \$10.6M, which would be reduced to about \$8.1M if the City sold the ComDev Building for \$2.5M. There are a number of unknown costs for this alternative, including the cost of purchasing the land and building from the School District (Jackson County shows a current assessed value of the land and buildings of approximately \$3.16M, which is likely well below fair market value; the land itself is currently assessed at only \$240K). Other unknown costs for this alternative include the cost of internal improvements to the building to make it usable for City purposes, the cost of demolishing a wing of the building to provide for additional on-site parking, and the cost of constructing on-site parking. Several committee members commented that it would be the most costly alternative and it would take a great deal of work to retrofit for City Hall and ComDev uses.
- Briscoe is a large building on a very large site (3.74 acres). Without a specific development proposal it is not clear how easily the existing building can be developed into flexible work space for City uses.
- The proponent of the Briscoe site points out that the site is quite close to Downtown.
- Because it is a large site, a plan for the Briscoe site could provide some additional surface parking for customers and employees. Whether there would be any positive effect on

Downtown parking would depend on what types of replacement uses occupied the vacated City Hall Building and ComDev Building.

- The Briscoe alternative would not preserve the civic use of the existing City Hall site.
- It is unclear if this alternative, which includes vacating the relatively new ComDev Building, would be acceptable to voters. The committee heard from a number of neighbors who would like the City to buy the site. A portion of the site currently provides one of the few green open spaces in the neighborhood.
- Briscoe is the only alternative that is outside of the Hosler Dam failure event flood zone. Both the existing City Hall and the ComDev Building are in that flood zone.

General Obligation Bonds

Given the cost uncertainties of the various alternatives, and the very general nature of the cost estimates to date, the committee was unable to recommend a specific, proposed bond amount at this time. Once a specific proposal is selected and more detailed estimating is obtained, the financing can be better estimated.

The committee recommends that the best date for the bond issue would be the May 2018 election. If that date proves too soon to be feasible for the City Hall bond issue, the best date would be the spring of 2019. The committee recommends putting the EOC bond issue (\$1M) on the May 2018 ballot, even if time is too short to get a City Hall ballot ready by that date.

General Comments

The following comments reflect important parts of the committee's discussion. As noted below, not all committee members would endorse every comment.

- The committee recognizes that existing City facilities are cramped, with little meeting space, but encourages the Council to carefully consider during the building design phase how flexible work spaces and greater use of technology can limit the need for additional building square footage.
- Even though not recommending it for a unified City Hall site, several members of the committee thought that the Briscoe School property was an exciting opportunity for the City to locate more open space and/or housing on this important site near Downtown.
- Some committee members feel strongly that the amount of space identified in the ORW Feasibility Study to meet the City's 2031 space needs was excessive. That study called for an increase from the current square footage of 19,506 square feet to 24,352 square feet in 2031. These members encourage the City to consider that, given advances in technology, more employees will be working remotely and will need less space in building offices in the future.

- Several committee members commented that, for any alternative that proposed changing the use of the existing City Hall Building from a “Town Hall” use or “Plaza” use, it will be important for the City Attorney to resolve the reversionary interest in the original deed for that property before the new use is implemented. That deed conveyed most of the existing Plaza as well the City Hall site itself.
- Some members recommend that the City take a hard look at space utilization during final design to ensure that existing space and any new construction is used in the most cost effective and efficient manner. Ten of the eleven members did not recommend an alternative that would consolidate all City functions in one location, and a number of members felt that centralization concerns could be addressed by planning that would ensure that departments that need to work together are placed in close proximity.
- Members of the committee were concerned about the total amount of bonded debt that the City would have with a new GO Bond issue. To mitigate this, they felt that the City should consider retiring any existing debt that could be paid off more quickly than the current schedule. For instance, the bond that covers Fire Station 1 could be considered for this strategy.
- There are a large number of older buildings near existing City Hall. If there were a large seismic event, access to the current City Hall might be impaired, even City Hall itself was rebuilt and remained functional.
- The committee was asked to include \$1M in the bond offering for Phase 2 of the Ashland Police Department. We understand that this money would be used primarily to construct a new Emergency Operations Center. Some members felt that it might be more acceptable to voters if the wording in the ballot statement focused on the Emergency Operations Center rather than on the Police Department.

The committee appreciates the opportunity to provide our recommendations to the City Council on this important issue. At the discretion of the City Council, the committee offers to continue to be involved in the City Hall process, which could include review of project designs and recommendations regarding GO bonds.

Respectfully Submitted:

Juli DiChiro, Chairperson
Ad Hoc City Hall Advisory Committee

City Hall Advisory Committee Scope of Work
Approved by Ashland City Council April 4, 2017

Memo

DATE: March 7, 2017
TO: Mayor and Council
FROM: John Karns, interim city administrator
RE: City Hall Advisory Committee

Scope of Work

The City Hall Advisory Committee will work with City staff, consultants, architects, and stakeholders to create finding and develop recommendations to present to Council on several projects and concepts relating to City Hall. Central to this charge will be identifying options that address work space needs for City employees through 2031 and providing a reasonable degree to seismic safety for employees. In addition, funding options must include \$1 million to complete Phase II construction of the Police Department and Emergency Operations Center facility. Specific issues within the committee's purview included but are not limited to:

Facility Evaluation

- Evaluate the options for improving/replacing City Hall including those cited by the ORW architecture firm report and additional sites provided by staff.
- Evaluate whether any of the options for City Hall could also address a portion of the vehicle parking needs for the downtown area.
- Prioritize recommended improvements.

Funding Strategies/Options

- Determine whether the City should seek voter approval of a General Election Bond (or a series of bonds) to fund recommended improvements;
- Recommend the amount that should be on the levy;
- If it determined a General Obligation Bond should be placed on the ballot, which election date is recommended coordinating with other public agency bond plans;
- If a General Election Bond is not recommended identify optional funding sources.

Conclusions

- Provide to the Council the committee's rationale on making a final decision/recommendation.

The committee will be asked to make a recommendation to the City Council no later than September 1, 2017. The recommendation shall include preferred options(s), cost estimate, bonding strategy, and the approximate cost per home at the prevailing rates.

Ad hoc City Hall Advisory Committee

Minority opinion submitted via email to committee Chair Juli Di Chiro and Vice Chair Roger Pearce by Jac Nickels, committee member.

September 11, 2017

Juli & Roger,

I would like to further explain my decision for selecting Briscoe as my first choice and Civic Center as my second choice.

Let me first elaborate why I think the existing City Hall is a bad choice. One of the main reasons is that there is no parking! Even though some folks believe we won't be using cars in 10 years, the reality is we will be using more cars than we are today with the increase of the population. I for one, visit the Community Development building on a regular bases and parking is always a struggle and the problem multiplies from early May till late October. Another big reason I'm against this site is the ramifications of a seismic event. Even though the new City Hall (whether existing or torn down and built new) will be designed or retrofitted to meet the standards for an Essential Building-Category IV, can you imagine what the "plaza" will look like when several of the non-reinforced buildings fall to the ground? I've worked on many buildings downtown and I'm very familiar with their construction. How will the City employees be able to function when they won't be able to get to work. To look at an even more horrific scenario, what if Reeder Reservoir failed and all the City employees are stuck inside a building that survived but are crippled because of all the debris from the flood piled up on the "plaza" If you remember, one of our criteria was to keep the new City Hall out of the path of Reeder Reservoir, but somehow that was eliminated from our list. Another reason for not choosing that site was the difficulty of construction. Although this a temporary problem it will most definitely affect the vitality of our City for a couple of years. I do agree it would be nice to keep a "city" presence downtown but the negatives of this site far out weight the benefits of located the new City Hall on this site. This is not a good choice!

The reason I choose Briscoe as my first choice is that it would avoid all the negative aspects of the existing City Hall site. It is very accessible and there is plenty of room for parking, the building is large enough to accommodate the City's needs, the proximity to downtown is close enough for the employees to walk to lunch and it has great visibility being the first major building you see coming into town from the North plus it's also a historic building. Another of the major advantages to this site is that it would retain the existing playground for the Briscoe neighborhood which would likely disappear if the School District sold the property to a private developer.

The Civic Center of East Main Street was my second choice because it too would avoid all the negative aspects of the existing City Hall site. It would have plenty of parking and easy access. The cost of construction would be less as you are starting with a clean slate. The only disadvantage I can see is that you would lose the "downtown"

presence. Although, with this site and Briscoe site, the mayor and his support staff could be located in another building downtown, whether it's in the existing City Hall building or in the existing Community Development building, if the Community feels that this presence is a necessity.

In summary, either the Briscoe site or the Civic Center site would be best but not the existing City Hall site. There are way too many problems with that site to justify it.

Thanks,

Jac

Jac Nickels
Principle Architect



518 Washington Street, Suite 4
Ashland, OR 97520



Draft Minutes
ad hoc City Hall Advisory Committee
September 13, 2017
Com Dev, 51 Winburn Way 1:30 p.m

ATTENDANCE

Committee Members: Boldt, Di Chiro, Finklea, Kenefick, Kramer, Miller, Nickels, Pearce, Shaw, Thalden

Staff: Fleury, Kathol, Morrison, Seltzer

Absent: Richards

CALL TO ORDER: Di Chiro called the meeting to order.

Changes to the Minutes of the August 30 Committee Meeting were as follows:

- Page 4 – Shaw made the following changes:
 - o “Shaw said the best timing for an issue-based election is a mid-term primary election because you have a difference in the profile of who votes versus who votes on a presidential cycle. She said the best chance for passing a bond is in a mid-term primary because you have the lowest voter turnout in part because non-affiliated voters (NAVS) cannot participate in a partisan race, and mid-term primary voters are the most engaged, so you are dealing with a different kind of an audience. “
- Page 4 – Shaw cut the sentence: “Shaw said that in a presidential primary you have 10% more Jackson County voters participating then you typically do.”
- Page 4 – Shaw changed: “.....because you can dramatically impact the turnout.”
- Page 4 – Di Chiro changed: “Di Chiro did not think we could agree on only one option.”
- Page 4 - Kramer changed “Kathol had arrived at \$8.1 M for Briscoe and that entailed selling ComDev....”
- Page 5 – Kramer changed”but 1b retained the façade, which accounted for the \$1.2 M difference.”
- Page 6 – Shaw changed ‘He’ to “She” on Richard’s statement
- Page 7 – Finklea changed his statements to: “Build a new City Hall on the same site but it is incumbent on the Council to make that choice after more financial analysis.” “He thought that Briscoe should stay with the City if possible. His first choice is to stay with the existing site and his second choice is going to the Civic Center.”
- Page 8 – Shaw changed – “Di Chiro and Pearce will work with....”

APPROVAL OF MINUTES:

MOTION by Boldt, second by Pearce to approve the Minutes of the August 30, 2017 ad hoc City Hall Advisory Committee meeting as amended. Carried unanimously.

REVIEW AND DISCUSSION OF DRAFT RECOMMENDATION:

Di Chiro thanked Pearce for his work and assistance on the draft of the Final Report and Recommendation to the City Council. Di Chiro said that she reviewed all of the committee Minutes, reviewed Pearce's first draft, she and Pearce made changes and sent their draft to City staff for review. The committee members were then sent the third draft. Di Chiro said the General Comments section were based on recurring themes from the meeting Minutes. Committee members thanked Di Chiro and Pearce for their work on the Final Report Draft. Members of the public that were present thanked the committee for their work. Di Chiro then asked that committee members give their input on the draft, in particular, were the relevant issues captured? Was anything missed?

Committee input was as follows:

- Kenefick recommended changing on Page 1 the sentence beginning the fifth paragraph to read: "The costs will depend both on the Council's final decision on an alternative and on the design of the project."
- Kramer recommended changing at the top of Page 2: "which should include \$1M to implement the Phase II Police Station project as directed by Council."
- Shaw recommended changing on Page 5: "and the committee felt that abandoning the ComDev Building was unwise because it is a relatively new building that functions fairly well currently."
- Shaw recommended changing on Page 5, first bullet under Other alternatives: "that building is relatively new and functions fairly well currently." Shaw said the voters did not approve the ComDev building, so that sentence was cut.
- Kramer recommended changing on Page 5: "These are close to the same alternative – the only difference being that 1B would be estimated to cost more but would preserve the historic facade."
- Kramer corrected on Page 6: "Some members pointed out that parking Downtown is a far larger problem than just City employees...."
- Kramer asked that somewhere in the comments section it be noted that Briscoe and the Civic Center were outside of the Hosler Dam concern and were not adjacent to other buildings in the event of an earthquake.

- Kramer recommended on Page 8 adding another bullet point with the sentence beginning: “The committee recognizes that existing City facilities are cramped....” Kramer and Boldt wanted it noted that space needs are driven by the staffing increases.
- Kenefick wanted it noted that the committee had been asked by Council to include the \$1M in the Bond primarily to construct the Police Phase II. He thought it may be more acceptable to voters if the wording focused more on the EOC instead of the Police Department.

The next step will be to make corrections and send out the revised Final Report to the committee members.

MOTION by Boldt, second by Shaw to approve as amended the Final Report and Recommendation to the City Council. Carried unanimously.

Seltzer said that the Final Report and Recommendation will be presented to the City Council by Di Chiro on October 3, 2017. Seltzer said some of Morrison’s presentation from the May 24 meeting would be included for the benefit of the Council. Staff cover sheets will include specific recommendations from City staff. Seltzer said there would be a RFQ for an architect to design concepts with cost estimates for all three sites. She also said two points to be considered were:

1. The committee is agreeable to reviewing the design concepts once developed;
2. We will not be able to make a May 2018 ballot. The deadline to title and notice is by February 23, 2018 and the final language deadline is March 13, 2018.

Seltzer said that an RFQ would take a while to draft and would likely have to go back to the Council for approval. We would be asking one firm to develop a concept for three sites, which is unlikely to be done for inclusion on the May 2018 ballot. Shaw asked if three firms could be hired – one for each site. Seltzer said that was cost prohibitive. One firm could cost \$40,000 for the first site concept design, and \$20,000 for each additional site concept design. She added that we could direct an architectural firm with a target budget of \$10M and then scale that down, but that we have to give the architectural firm parameters. In addition, we need to know if the Council is interested in purchasing Briscoe. Why pay for a concept design if Briscoe is not feasible or not available?

It would be great if the time-line allowed the committee to get design concepts and have them approved, but that cannot be done by the May 2018 ballot deadlines. It could be March or April by the time the designs were being reviewed for approval. Di Chiro said that the Council would have the prerogative to only cost out one or two of the site options. If the City was interested in Briscoe, they could pursue that. The School

District has their bond in the November election. Kramer said he would be willing to help draft bond language.

Seltzer said that usually an Ad Hoc committee is disbanded once they give their Final Report. However, the City Hall Ad Hoc committee has generally agreed to reconvene when given design concepts. The committee members did not feel they could put the cost estimates together. Kramer said the committee could advise the Council on a reasonable bond amount – ‘here are the three options and each design cost is \$____.’ Nickels disagreed. Kenefick said on the Fire Station bond, the committee knew what was acceptable to the voters and they did not retool the numbers.

Seltzer said the committee has the benefit of meeting with the architect and giving input to dial down cost estimates. The committee could work with the architect and on the designs. Kramer said that if the City goes to a GL bond, it needs to be crafted so it meets with voter approval. Nickels said the committee was not qualified to come up with a cost estimate for a design they have not seen. Di Chiro thought the Council had more work to do – City staff cannot advocate for it, but the Council can. Thalden said that we would see what the architect proposes and then someone has to oversee it – like a Design Committee. The Council could decide to appoint a new committee, but if they want the current Ad Hoc committee to continue with their work, then the Ad Hoc committee is willing to. Seltzer said she would explore if a dollar amount was required to be included in the Title and Notice language.

Seltzer said that in theory, rather than going out for an RFQ, the City could do a direct award to ORW, who completed all of the initial work. That could save three months on the timeline. The City can do a special procurement and say to the Council that it would be more cost effective to give the direct award to ORW. Fleury said that if you make a site selection, you would have to do a formal selection process. Seltzer said there was budget left in the ORW scope to continue the work.

If we miss the May 2018 election, the next opportunity is a special election the next year. Otherwise, we are competing with the School Board election. If we miss the May 2018 election, we would have to wait until 2019 and costs would go up. Seltzer said that if the Council wants to vote that the current City Hall location is best, then the committee recommendation could be to follow forward with design and costs, but she felt it was awkward asking the Council to pick one of the three site options. Pearce said the Council was free to select one site. Kenefick said we are worrying about missing the May 2018 timeline, but what was the hurry? Shaw said the EOC bond could go on the May 2018 ballot and not be combined with the City Hall bond. The committee members liked that idea.

MOTION by Kenefick, second by Kramer that the Ad Hoc committee recommends that the Council put the EOC bond on the May 2018 ballot. Motion passed, with Di Chiro a nay.

Di Chiro said her vote was a nay because she felt the recommendation was outside the scope of the committee's charge. The committee generally felt it would be to everyone's benefit to get the EOC bond on the May 2018 ballot and have it stand on its own.

Seltzer said that forfeiture funds were used to complete Phase 1 of the Ashland Police Station to get it where it needed to be Phase 2 is to build the EOC and there are not forfeiture funds for this project. Boldt wondered if tagging the EOC Phase with the City Hall recommendation had an advantage, and Seltzer did not think there was a specific reason to couple them together. Shaw said they become competing clauses within themselves.

Seltzer wanted to revisit doing a direct award for the design concept. Fleury said we could do a direct award. We have some money left in the budget but would have to have a conversation with ORW first. He did not know ORW's work load and that could drive the cost up. Even if we give ORW a set time line and they come back with their prices, Council will have to decide if the schedule can be met or not.

Kramer, Kenefick and Nickels said they would rather wait a year to put the City Hall on the ballot and get it right. Thalden thought the direct award was a good approach. Fleury said that to save time, the City could do a full solicitation and scope the project in phases, and based on the outcome of the first phase, you can continue to negotiate the next phases. Each phase is independent and can be brought to the Council. Nickels added that if a firm is not performing, the contract can be amended at any time. Shaw thought that would give the committee a chance to revisit the numbers as we go along. Kramer felt that the EOC independent bond idea should be included in the committee's final recommendation to the Council. We are better served to get it right than do it too quickly.

MOTION by Shaw, second by Thalden to amend the recommendation to reflect that EOC be placed on the May 2018 ballot independently and if it is not feasible, that it be placed on the ballot in the Spring of 2019. Carried unanimously.

MOTION by Kramer, second by Shaw to include in the committee recommendation the offer of the Ad Hoc committee to participate in the process going forward. Carried unanimously.

Seltzer said she felt staff received significant direction from the committee. Di Chiro said next steps would be to:

- Review the September 13 Draft Minutes
- Pearce and Di Chiro will update the Final Report and Recommendation
- City staff is discussing and deciding if they will make a recommendation to make a direct award to ORW
- Send out the drafts of the Final Report and the September 13 Meeting Minutes for input from committee members.

Since this was the final committee meeting, the Minutes will remain Draft Minutes, as the committee cannot vote electronically.

Seltzer thanked all of the committee members for their time and thoughtful discussions. Di Chiro adjourned the meeting at 2:55 p.m.

Respectfully submitted,

Shelly D. Hensarling

Emergency Operation Center (EOC) \$1 Million Emergency Operations Center

Loan Amortization Schedule Assumptions:

15 Years

3% Tax Exempt Municipal Bond Rate

Loan Amortization Schedule

Enter values	
Loan amount	\$ 1,000,000.00
Annual interest rate	3.00 %
Loan period in years	15
Number of payments per year	1
Start date of loan	12/1/2018
Optional extra payments	

Lender name:

Loan summary	
Scheduled payment	\$ 83,766.58
Scheduled number of payments	15
Actual number of payments	15
Total early payments	\$ -
Total interest	\$ 256,498.71

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	12/1/2019	\$ 1,000,000.00	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 53,766.58	\$ 30,000.00	\$ 946,233.42	\$ 30,000.00
2	12/1/2020	\$ 946,233.42	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 55,379.58	\$ 28,387.00	\$ 890,853.84	\$ 58,387.00
3	12/1/2021	\$ 890,853.84	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 57,040.97	\$ 26,725.62	\$ 833,812.88	\$ 85,112.62
4	12/1/2022	\$ 833,812.88	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 58,752.19	\$ 25,014.39	\$ 775,060.68	\$ 110,127.00
5	12/1/2023	\$ 775,060.68	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 60,514.76	\$ 23,251.82	\$ 714,545.92	\$ 133,378.82
6	12/1/2024	\$ 714,545.92	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 62,330.20	\$ 21,436.38	\$ 652,215.72	\$ 154,815.20
7	12/1/2025	\$ 652,215.72	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 64,200.11	\$ 19,566.47	\$ 588,015.61	\$ 174,381.67
8	12/1/2026	\$ 588,015.61	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 66,126.11	\$ 17,640.47	\$ 521,889.50	\$ 192,022.14
9	12/1/2027	\$ 521,889.50	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 68,109.90	\$ 15,656.68	\$ 453,779.60	\$ 207,678.83
10	12/1/2028	\$ 453,779.60	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 70,153.19	\$ 13,613.39	\$ 383,626.41	\$ 221,292.22
11	12/1/2029	\$ 383,626.41	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 72,257.79	\$ 11,508.79	\$ 311,368.62	\$ 232,801.01
12	12/1/2030	\$ 311,368.62	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 74,425.52	\$ 9,341.06	\$ 236,943.10	\$ 242,142.07
13	12/1/2031	\$ 236,943.10	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 76,658.29	\$ 7,108.29	\$ 160,284.81	\$ 249,250.36
14	12/1/2032	\$ 160,284.81	\$ 83,766.58	\$ -	\$ 83,766.58	\$ 78,958.04	\$ 4,808.54	\$ 81,326.78	\$ 254,058.90
15	12/1/2033	\$ 81,326.78	\$ 83,766.58	\$ -	\$ 81,326.78	\$ 78,886.97	\$ 2,439.80	\$ -	\$ 256,498.71

Impact on Assessed Valuations

		Rate per \$1,000 AV	House Value 200,000	250,000	300,000	400,000	500,000	600,000	700,000	800,000
Police Station Phase II	1,000,000	0.0319	6.39	7.98	9.58	12.77	15.96	19.16	22.35	25.54

Email send to the ad hoc City Hall Advisory Committee

Email from Rick Vezie

August 8, 2017

From: Rick Vezie [<mailto:rvezie@gmail.com>]

Sent: Tuesday, August 08, 2017 7:19 AM

To: Ann Seltzer

Subject: City Hall

Ann, please forward this email to all members of the City Hall Advisory Committee.

Thanks

All members of the ad hoc City Hall Advisory Committee,

Hopefully we have not reached the point where we are willing to trade off the gifts of our heritage for the tyranny of convenience.

I attended the 8/2/17 committee meeting and have the following observations and comments –

The point was made that in conversations with citizens regarding the location of City Hall, most or maybe all didn't care if it was moved from the downtown. I confess that in the early nineties I would have agreed, especially if it would have saved money and provided more parking.

I never gave our City Hall's location any serious thought until numerous letters to the editor started appearing in the Daily Tidings discussing the issue. After all, what possible difference could it make? That was back in the early-mid 90's.

I eventually came to understand that both the location and prominence our City Hall are extremely important to the economic vitality and well-being of our town. One magazine article highlighting Ashland several years ago said something to the effect "... where the town itself is the main attraction."

Beyond our other attributes, Ashland has three main things going for it – the festival, the university and the fact that we are Mayberry. We lose any one of those three and it will cost us dearly. We are to some degree, like a museum of small town America. We preserve our history, we preserve our traditions and hopefully – we will preserve our heritage.

Are our restaurants and boutiques better than those of other towns? Well maybe, but that's not what brings people here. People visit our town because of the combination of unique components, which provide them with lasting memories of a wonderful small town. The current

Email send to the ad hoc City Hall Advisory Committee

location of our City Hall – pointing from its prominent corner toward the plaza and housing the functioning leadership of our town’s government is a vital component of this combination. And if our city government represents us, the building housing our leadership should represent us. Perhaps we can even enhance that representation a bit in the near future.

In the end it really is location, location and location. That’s probably why most of us live here in the first place.

There are of course – other options. One needs to look no further than Main Street Medford to see a rather desolate alternative. They do however - have “plenty of parking.”

Rick Vezie

Member of the former City Ad Hoc Space Needs Study Committee

446 Walker Avenue

Ashland, Oregon 97520

Email from Larry Cooper

August 7, 2017

From: Larry Cooper [<mailto:lcooperashland@gmail.com>]

Sent: Monday, August 7, 2017 7:20 PM

To: jerryken@charter.net

Subject: City Hall committee stuff

Hi Jerry,

We spoke after your committee meeting about 3 weeks ago and I said that I would research the remodel plans of the old City Hall from the early 1990's. I had remembered that the city did some sort of seismic upgrade then, but it turned out all they did was a small bit of structural work on the floors, but nothing to hold up the walls in the event of the "big one". Looking at the structural drawings of that building gave me a sinking feeling that it would be a waste of money to do much there. It's amazing that the City got away with having staff work in that building which is a potential death trap in a major earthquake. The adjacent Shakespeare/ Pizza building was structurally reinforced back in the 90's as well as several other downtown buildings.

Email send to the ad hoc City Hall Advisory Committee

Ashland could potentially build a steel I-beam cage on the first floor of the City building that would make it safe for workers on that floor. That would probably cost well under \$1 million. If I owned the City, I would do that and then build a new 3 story office building at the East Main Campus to accommodate the rest of City space needs and create a quality work space for the least cost. Just typing those words makes me realize that Council would almost never consider such a modest proposal. I'm also of the opinion that the Briscoe School building is of no value to the City. My kids attended there, and it was always a crappy space but with nice big windows. I think the School District and the Parks Department need to partner on a solution to make the Briscoe open space be a permanent park and leave the building to others; perhaps a non-profit that could raise the money for necessary repairs. Thanks for your service on the committee. Let me know if you want to talk about any of this. I'm around Ashland through mid September.

Larry Cooper 541 210-1458

Email from Sharon Javna

August 3, 2017

Hello Ad Hoc City Hall Committee,

Thank you for your service on the Committee. It's a tough job, and an important one.

I'd like to follow up with you on my comments at the last meeting, with questions:

Are you interested in preserving the Briscoe building? Located in the Skidmore Academy Historic District, the oldest residential area in Ashland, Briscoe School is on the National Register of Historic Places in Jackson County.

It seems clear that City Hall in the current building should be preserved, and should continue to be used for civic functions. For one, it's an iconic building, and for another, we need to maintain the City's title.

But could we keep City Hall as is, with seismic upgrades, possibly used for the Chamber, and move all other public functions to Briscoe?

Has the Committee studied what could fit in Briscoe? Could it house the Muni Court (doubling as Council Chambers,) Parks and Rec, and all staff currently working in the Com Dev building? Have cost savings been examined if the Police used the whole Civic Center building (obviating

the need for an expansion of the police department), the sale/lease of the Com Dev building, the sale/lease of the Grove, the sale/lease of the present Chamber building, and leasing the upper floor of City Hall as offices (providing for possible future expansion for new City staff)? Has anyone studied whether funds are available from government, foundation grants and individual donations to preserve Briscoe in order to bring down the costs to the voters?

Parking is a huge issue.

Does it make sense to build off-street parking structures at \$20,000-\$40,000 when the need for parking is great in the short term, but will markedly decrease in the next 5, 10, 15 years due to better public transit, more bikes and electric bikes, increased concern with our carbon footprint, and more staff working remotely?

Would it be possible to get around the Parking Code by creating an exception for municipal buildings?

Melissa's parking plan is one option, but maybe we don't need to change the Briscoe field at all. The City could claim the 25+ angled spaces on Laurel as staff and visitor parking, claim the spaces on the Briscoe side of Manzanita, and possibly build new (\$5,000 to \$7,000) angled off-street parking on the Briscoe side of High Street? As Mellissa has shown, there is ample additional street parking very close to Briscoe.

Has anyone talked to the Methodist Church about using its parking lot for a few evenings per month for large public meetings?

Shouldn't the parking issue be considered in light of new City priorities, including the approved Climate Energy Action Plan and Parking Plan? Has the Committee examined the CEAP and Parking Plans? Do you find it ironic that the City Hall Committee meetings are held away from downtown (practically at Briscoe!) because there is no parking downtown?

Are benefits to Staff one of the criteria? Would staff rather move to the Civic Center, which is isolated and far from downtown, with few amenities nearby? Or would they prefer Briscoe,

Email send to the ad hoc City Hall Advisory Committee

which has its own park, is two blocks from downtown and is easily walkable to cafes, restaurants, the current City Hall, and Lithia Park?

Would the merchants support more traffic and less parking downtown? Would voters support expensive new construction and parking lots when instead they could preserve two beautiful, historic buildings?

A lot of questions. But I think they all deserve answers from the Committee.

Thank you for your consideration,
Sharon

.....
Email from Larry Cooper
July 24, 2017

To the Ad hoc City Hall Committee:

Dear Committee Members:

Thank you for the opportunity to share this. I am very concerned that the study that future city staff space needs is based on is flawed when it comes to projecting future space needs for city staff based on staff population. The model that was used to project "workstation" space needs, etc, was apparently based on what most of us in the room have experienced in our work places: one desk/cubicle per worker plus some additional "floating" workstations for serving customers. This model is becoming obsolete as I write this. In more cutting edge work places today, workers are not tied to specific office spaces. They have their office with them on a phone, tablet or very lightweight and portable laptop. They often or sometimes always work from wherever in the world they currently reside. The central corporate or government office is primarily a virtual space that is cloud based and includes all the data, emails, apps, etc that workers need to complete their tasks and communicate with co-workers and customers. Weekly staff meetings

happen on line with full video conferencing amenities so that workers do not have to travel and work spaces do not need large conference rooms in order for collaboration to occur. This is all happening right now. It is a trend that will, in the next 5-10 years, become the norm in corporate, professional, and yes, small government organizations. Ashland has been a bit slow to adopt telecommuting and definitely slow to embrace this future, but it is coming and will be here before any new building is completed. The point of all this is to point out that the study for future work space is dictating the need for more space than is unfolding in current reality: fewer workers work onsite and they don't drive cars to work as often mass transit or not! Please ask staff about these discrepancies between the study and what is clearly indicated by present work trends as they move into the near future. Ashland needs a City Hall and staff facilities that fit future changes. I'm old enough to remember when the City funded and built a sewage treatment plant based on a similarly flawed analysis that sent the City on the path of building a plant designed for "present" conditions that turned into an opposite future. We ended up with an overbuilt, expensive solution that smelled bad for years and we're still feeling financial pain from. Please don't let a similar thing happen with our current space needs.

Submitted by Larry Cooper, 259 B Street, Ashland [541 210-1458](tel:5412101458)

P.S. I worked for 10 years as an information technology manager in the late 90's and 2000's and learned many lessons about how quickly change comes upon the work place.

.....

Email from Sharon Javna

July 22, 2017

Hi George,

Thank you for your service on the City Hall Committee. It's a tough job, and an important one. I'd like to follow up with you on my comments at the last Committee meeting.

A few questions:

Are you interested in preserving the Briscoe building?

I know your first choice for City Hall is the current building, and I agree that it should continue to be used for civic functions. For one, it's an iconic building, and for another, it needs to continue to house City functions in order to maintain its title.

But could we keep City Hall as is, with seismic upgrades and City use as the Chamber and non-public City functions, and move all other public functions to Briscoe?

Has the Committee studied if Briscoe could fit all public City functions? Could it house the Muni Court and all other City staff, including Parks and Rec, and all staff currently working in the Com Dev building?

Have cost savings been examined if the Police used the whole Civic Center building (obviating the need for an expansion of the police department), the sale/lease of the Com Dev building, the sale/lease of the Grove, the lease/sale of the present Chamber building, and leasing the upper floor of City Hall (providing for possible future expansion for new City staff)?

Has anyone studied whether funds are available from government, foundation grants and individual donations to preserve Briscoe in order to bring down the costs to the voters?

Parking is a huge issue. Does it make sense to build off-street parking structures at \$20,000-\$40,000 when the need for parking is great in the short term, but will markedly decrease in the next 5, 10, 15 years due to better public transit, more bikes and electric bikes, increased concern with pollution, and more staff working remotely?

Can we get around the parking Code issue, either by modifying the Code altogether or creating an exception for municipal buildings?

Melissa's parking plan is one option, but maybe we don't need to change the Briscoe field at all, by claiming the angled spaces on Laurel as staff and visitor parking, claiming spaces on the Briscoe side of Manzanita, and possibly building new (\$5,000 to \$7,000) angled off-street

Email send to the ad hoc City Hall Advisory Committee

parking on the Briscoe side of High Street? As Mellissa has shown, there is ample additional street parking very close to Briscoe.

Has anyone talked to the Methodist Church about using its parking lot for a few evenings per month for large public meetings?

Shouldn't the parking issue be considered in light of new City priorities, including the recently-approved Climate Energy Action Plan (with an already budgeted full-time staff position) and the Parking Plan, for which we paid a huge amount of consulting fees, and which will be adopted in its present or modified form very soon? Has anyone on the Committee examined the CEAP and Parking Plans? Do you find it ironic that the City Hall Committee meetings are held away from downtown (practically at Briscoe!) because there is no parking downtown?

Are benefits to Staff one of the criteria? Would staff rather move to the Civic Center, which is isolated, far from downtown, and has no amenities nearby, such as a park or restaurants? Or would they prefer Briscoe, which has its own park, is two blocks from downtown and is easily walkable to cafes, restaurants, the current City Hall, and Lithia Park?

Would the merchants support more traffic and less parking downtown? Would voters support expensive new construction and parking lots when instead they could preserve two beautiful, historic buildings?

A lot of questions. But I think they all deserve answers from the Committee.

Thank you for your consideration,
Sharon

Paradigm Shift Briscoe ~ City Hall Partnerships & Commitments

Twelve years ago, as chair of the Lithia Arts Guild of Oregon, I finalized the contract with Ashland Schools, that allowed the ArtWing to become a reality. I wish to thank the District for their unwavering support of our program, and welcome the prospect of Briscoe becoming Ashland's new City Hall. As Guild Chair I have kept myself abreast of negotiations between the District, City, Parks, Save Our School Playgrounds (SOSP), and interested community members. Based upon these observations, I believe that a decision crafted to satisfy all participants will create a momentum, through partnership, that will realize our mutual vision.

Historic Commitments

The site of Briscoe Elementary (built in 1949) was purchased by the Community for the purpose of building a school in 1889. There remains a basalt stone block, near the school entrance, that was used by children to mount horses in their day. Although there are no historic obligations regarding the building, the surrounding property was long ago designated as part of the City's commitment to open space. The neighborhood has matured on the surety of this commitment.

In 1907 our current City Hall was donated to the City, by a prominent Ashland family, with the stipulation that it would remain a viable City facility in the years to come.

These commitments are held in trust by the institutions that represent our community, but as members of the community we share in the responsibility to maintain them.

A Changing Landscape ~ Paradigm Shift

The synchronicity of Ashland Schools divesting themselves of Briscoe, while preparing for the promulgation of a 10 year building maintenance/upgrade bond; and the City's need of a new City Hall, and concomitant funds for construction, will require a strong coalition, speaking with one voice, to insure voter approval.

The School District has acted in good faith, in its willingness to trade the Briscoe property in exchange for a waiver of building permit fees. My understanding is: the District is bound, by Federal and State law, to document and execute the engineering of their construction at a level that facilitates the job of Ashland Building Inspectors. Thus the burden of this property/fee exchange would not be onerous.

In choosing Briscoe as Ashland's new City Hall, the City gains the interior space and parking it needs, preserves the playground (see design proposal), gains an activist ally in SOSP, and sidesteps the need to move during construction. Further, both the Ashland School District and the City would be celebrated for their roles in "passing the torch" to a finish that preserves the Briscoe School Playground.

(over)::::>

Uses for the current City Hall, after remodeling, are numerous as well as exciting:

- 1) As a new Parks Headquarters, located adjacent to the Front Lawn of Lithia Park, there would be room enough for Parks administration and staff to be located under one roof.
- 2) A portion of the building could be dedicated as a City Museum, for an educational addition to the downtown milieu.
- 3) A Town Hall Community Center could host a variety of meetings and events. 4th of July, Halloween, the Honey Bee Festival, and Taste of Ashland all come to mind.
- 4) The Chamber of Commerce might find a portion of the space to their liking.

The Design (see plan)

Parking: Parking is laid out to minimize the impact of traffic on the neighborhood. Visitors and staff would be directed to onsite or angle park, all via Laurel St.; thus preserving established traffic patterns and making full use of the stop light at North Main and Laurel. Long term staff parking, along the length of the building, would relieve potential congestion in this area. The addition of angle parking on Manzanita would simultaneously create a compelling entrance into the park, without impacting the width of the street.

Main & Historic Building Entrances: I see the Historic Entrance remaining locked, with the exception of special events.

Stairs to the Park: Sight lines for pedestrians and vehicles are much better at the corner stairway.

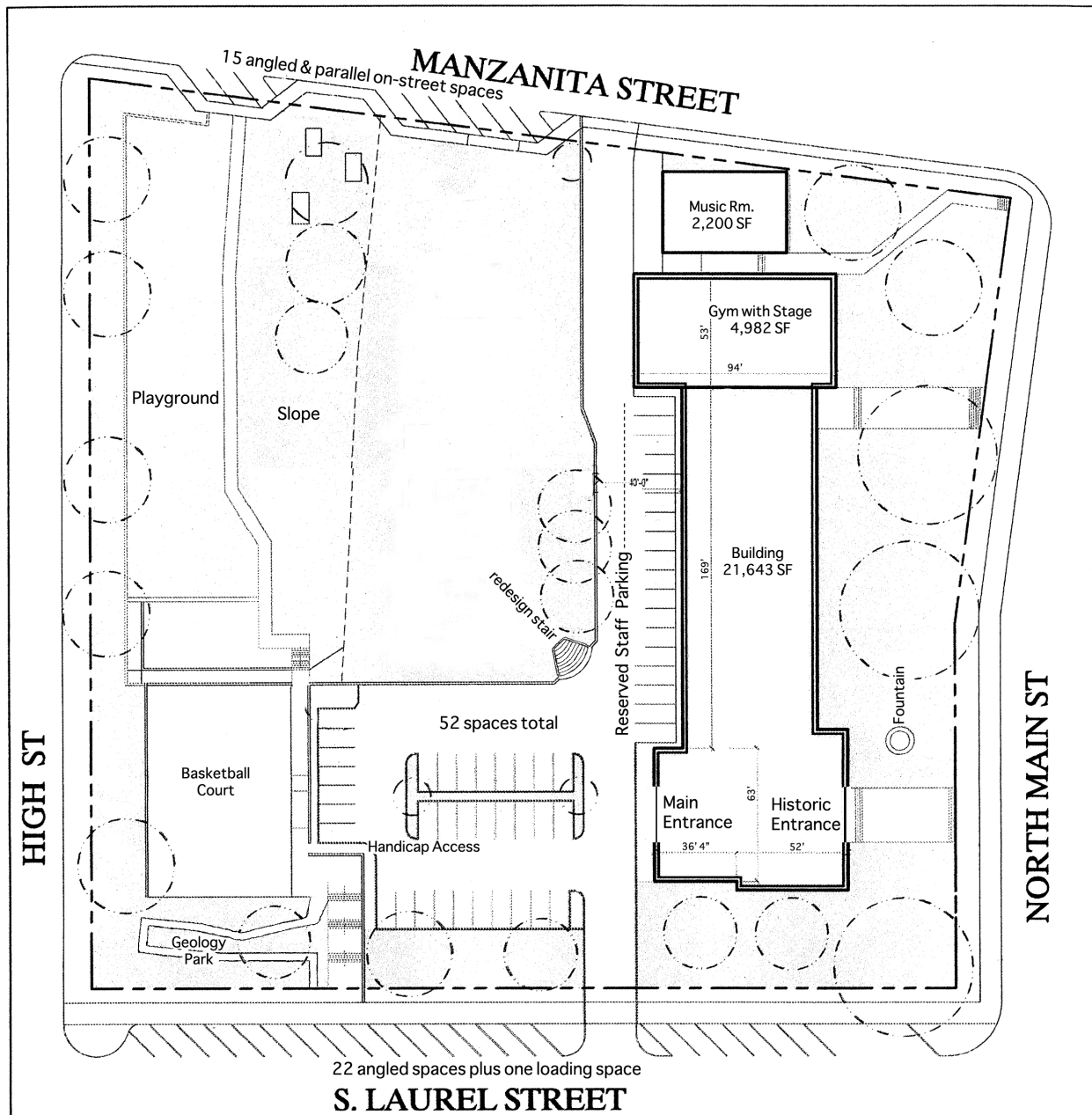
Final Thoughts

Nothing we did within the ArtWing compares with the cultural significance of First Nations Day and MidSummers Dream Art & Music Festivals.

There is freedom in open space: it belongs to no *one* and is shared by us all. Artists will always find studio space, but open space? Let us build trust, and work as partners to fulfill our commitments to parklands and promises.

Once again I would like to thank the City, Ashland Schools, and the Briscoe Neighborhood for their support of culture, the arts and particularly the ArtWing over the past 12 years. I find it wonderfully interesting that the theme of the last MidSummers Dream Art & Music Festival was "Paradigm Shift".

James Royce Young
Lithia Arts Guild of Oregon
chair



PARTNERSHIP OPTION

WING OF BUILDING REMOVED
52 SPACES ONSITE ~ 38 ON STREET
PARK OPEN SPACE KEPT 99% INTACT


NEAR SCALE
AUGUST 21, 2017

Briscoe ~ City Hall

Lithia Arts Guild of Oregon

GUEST OPINION

City Hall belongs on the Plaza

By Marilyn Briggs

The ad hoc City Hall Advisory Committee had its first meeting on April 26. Between now and late September, it will explore and recommend the most suitable site, among four, for construction of a new City Hall. Meetings are open to the public. It is imperative that we citizens take part early in the process as the stakeholders ultimately using and paying for this construction.

Almost a quarter of a century ago, this same project absorbed years of heated discussion. The "Our Town" citizens' committee rallied in opposition to an administrative determination to move City Hall off its current site for more space. The successful resolution was to acquire the old Hillah Building and restructure it for the Planning and Engineering Departments. Now talk is about seismic standards as well as more space. My own concerns, like then, are City Hall's historical significance linked to its siting.

In 1884, the pioneer Helman family sold to the city, for \$1, the land that now includes City Hall and the Plaza. The deed says in perpetuity. Attorneys might find ways to dismiss that honorable intention, but that would be foolhardy because the current site is perfect for its function. That declaration is based on following quotes targeting City Hall sites from two recognized leading authorities in city planning.

Historically, according to "American City Halls" (1984), city halls have "antecedents in

12th century Europe, where the feudal order was collapsing and control of towns was passing from the royalty and the church to urban inhabitants. To exercise these new responsibilities, citizens needed a place to assemble, discuss and promulgate rules, thus the town hall emerged as a distinct building type."

The early town hall was a two-story structure "facing a plaza." The market was on the lower level until they needed more meeting, office and storage space. This expedient prototype is seen throughout the USA and around the world as a form following function. The town hall was a vital element in a streetscape that historically contains a major church and commercial structures. Locally, our glorious Lithia Park fills the secular role of the church. Today "one-stop shopping" describes the configuration.

The following paraphrasing and quotes are from "A Pattern Language" by Christopher Alexander (1977). These patterns are considered by city planners to be absolutely relevant to a successful cityscape.

First and foremost, "... town halls die if they are badly located ..." They must not be "... physically located out of the realm of most citizens' daily lives ..." They must be "... highly visible and accessible ... on major pedestrian intersections." The site must "... be clearly recognizable as community territory ..." with the "... possibility of access to the local government ...", that is, "... a political center of gravity ... for every person to feel at home in the place of his

local government with his ideas and complaints..." Especially note, "... the open space around the building is shaped to sustain people gathering and lingering ... with access to storefronts...", all of which describe our current Plaza and City Hall.

Similar criteria are expressed in "American City Halls," citing civic buildings as "anchors," "the cornerstone of civic identity, participation, and responsibility." They "can't be just anywhere." They should be situated in the "historic center," "downtown, in the heart and soul of the community." They "shall be aligned with the principle street on its perimeter." They must be "easily accessed ... located in the core of city center where people can pass, enter, on their way to and from daily routines," where, with high pedestrian traffic, people "naturally congregate." They must suggest "permanence," a "sense of place, and a 'link with the past.'"

To ignore these professionally acclaimed criteria would be derelict of responsibilities. Albeit, our current City Hall, often remuddled, is ill-functioning. However, the only site among those selected for study that matches these proven prerequisites is the existing site of our City Hall.

Attend the ad hoc committee meetings as the stakeholders you are.

Dates are posted on the city website.

— Marilyn Briggs lives in Ashland.



PARKING OPTION A - EXPANDED LOT ADJACENT TO BUILDING
PLUS NEW ANGLED SPACES ON MANZANITA
41 SPACES ONSITE - 41 ON STREET
FIELD IS SHORTENED 36 FEET



NOT TO SCALE
JULY 18, 2017

BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT



PARKING OPTION C - EXPANDED LOT ADJACENT TO BUILDING
 37 SPACES ONSITE - 40 ON STREET
 FIELD IS NARROWED BY 27 FEET ALONG HALF OF LENGTH



BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT



PARKING OPTION D - LOT ADJACENT TO BUILDING, PLUS NEW LOT WHERE SOUTH WING OF BUILDING IS REMOVED
 83 SPACES ONSITE - 37 ON STREET
 FIELD IS NARROWED BY 24 TO 27 FEET ALONG FULL LENGTH



NOT TO SCALE
 JULY 18, 2017

BRISCOE SCHOOL

ASHLAND SCHOOL DISTRICT

Council Business Meeting

February 5, 2018

Agenda Item	City Hall Discussion – Phase 1 Preliminary Design	
From	Paula C. Brown, PE Kaylea Kathol	Public Works Director Public Works Project Manager
Contact	paula.brown@ashland.or.us kaylea.kathol@ashland.or.us	541-552-2411 541-552-2419

SUMMARY

Before the Council are preliminary conceptual designs and conceptual costs of three alternatives for reconstruction or relocation of City Hall. These preliminary concepts and cost findings are the deliverables of a contract with ORW Architecture for conceptual design alternatives of a new City Hall, approved by Council on July 3, 2018. The three alternatives include:

1. Rebuild City Hall at its current site, where it would continue to house all existing departments and functions.
2. Upgrade Briscoe School to serve as City Hall and consolidate all functions currently housed in City Hall and Community Development Building. The size of Briscoe School provides additional opportunities for consolidation, including Council Chambers and Municipal Court if such an arrangement is determined to be beneficial. Costs offsets would be provided by divestment of the Community Development Building and the existing City Hall.
3. Build a new City Hall at the location currently occupied by Council Chambers/Municipal Courts and consolidate all functions currently housed in City Hall, Community Development Building, and Council Chambers/Courts. Costs offsets would be provided by divestment of the Community Development Building and the existing City Hall.

Staff is requesting Council's review, feedback, and suggestions for finalizing conceptual design and cost estimate. The final conceptual design renderings and cost estimates will incorporate Council's input and will be provided to Council on March 19, 2019. During the March 19 meeting, staff will be seeking a decision from Council on which alternative to pursue.

POLICIES, PLANS & GOALS SUPPORTED

Council Goals:

2.2 *Engage boards and commissions in supporting the strategic plan*

4 *Evaluate real property and facility assets to strategically support city mission and goals*

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the earthquake vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured several times since 1913 but has never had any structural improvements related to seismic mitigation.

A seismic evaluation of City Hall was conducted in [1994](#). The current City Hall is vulnerable to earthquake activity. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. Council held a study session on June 15, 2015, to begin those discussions, and a second study session on [February 1, 2016](#), to hear the updated findings of the 2015 seismic evaluation. The [January 17, 2017](#), study session updated Council with all actions taken to date for all of the options and special studies evaluated by staff.

In April of 2017, Council appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall. On [October 3, 2017](#), Council heard a presentation from staff and received the ad hoc City Hall Advisory Committee’s Final Report and Recommendations for the replacement of City Hall. The Ad Hoc Committee did not reach unanimity on a recommendation with eight of the eleven members recommending rebuilding City Hall on its current site, expanding the structure to accommodate growth and retaining the community development building. The three remaining members had differing recommendations that were explained in the report. The chair provided Council with the final report and a minority opinion. The [minutes](#) of the October 3, 2017 meeting explained the process and concerns.

During the Council Study Session on [December 4, 2017](#), staff reviewed the ad hoc committee recommendations, distilled the comments made by Councilmembers and offered a phased plan to develop concepts and costing prior to full design. Council directed staff to proceed to develop a Request for Qualifications (RFQ) proposal for this multi-phased project ([minutes](#) of the December 4, 2017 meeting). Staff were to select a firm with appropriate qualifications (architectural, engineering, site design and planning) to develop a step by step approach to assist Council in selecting a preferred solution. The RFQ outlined four stages of the project:

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative.
- Phase 2: preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected)
- Phase 3: final engineering design and plans for the selected alternative and final cost analysis; easements and permitting
- Phase 4: construction management services to assist with any site changes and quality control

Utilizing the RFQ solicitation process, in March of 2018, staff selected ORW Architecture as the most qualified proposer to complete Phase 1. Upon successful cost and scope negotiations, Council approved a Phase 1 contract with ORW Architecture on [July 3, 2018](#).

Following award of the contract, ORW Architecture requested that a small guidance committee of senior City staff with close ties to the community participate in the conceptual design process. The guidance committee, consisting of City Administrator Kelly Madding, Community Development Director Bill Molnar, Public Works Director Paula Brown, and Kaylea Kathol, Project Manager, helped influence design over the course of three monthly meetings to ensure the final products harmonized with the individual neighborhoods and the larger community. Conceptual site plans developed during this process are attached. Additional concept images will be further developed in front of Council during the business meeting in the form of a Power Point presentation and printed handouts of the Power Point slides.

FISCAL IMPACTS

The Facilities Division's 2017-19 budget includes \$200,000 for contracted services, \$97,085 will be expended to complete Phase 1.

The cost of each alternative is based on its conceptual design. Cost summaries are provided below, and greater detail is available in the attached cost estimate spreadsheet. Notice that the cost summaries incorporate soft costs, which necessarily include engineering Phases 2 through 4.

Alternative	Total Cost (2019)	Area (Square Feet)	Cost per Square Foot
1. Rebuild at 20 E Main	\$12,317,001	15,500	\$781
2. Renovate Briscoe School*	\$15,254,001	32,000	\$477
3. Build new at Council Chambers/Courts*	\$18,918,001	32,000	\$591

*Estimates include offsets from selling the Community Development building, but not City Hall. City Hall has not been assigned a real market value, so an objective estimate is not readily available.

Once a preferred alternative is identified by council, a more refined cost estimate will be developed during preliminary and final design. Funding for the selected alternative will likely need to be obtained via loans or bond issuance.

DISCUSSION QUESTIONS

Council is not being asked to make a decision tonight, but staff is presenting this information for discussion. Staff anticipates Council discussion to include questions on the project to include the overall need for a new City Hall, the "fit" of each building style within the locations defined and the ability to fund the project.

SUGGESTED NEXT STEPS

Staff requests Council provide feedback to ORW on presented concepts during this meeting. While this presentation is largely informative, staff requests Council prepare to identify a preferred alternative on March 19, 2019.

ATTACHMENTS

Attachment 1: Conceptual site plans

Attachment 2: Conceptual costs and assumptions



CITY HALL

SCALE : 1/16" = 1'-0"

Lot Information

75.21 ac (3,276,148 SF)

C-1-D Zoning

Building height allowed: 40ft-55ft with CUP

No Setbacks

Building Foot Print

Current: 3,967 SF

Proposed: 4,000 SF

Building Area

Current: 7,934 SF

Proposed: 15,500 SF

Parking

None Required

Proposed: Reduction -1

Building Programs for year 2031

Administration

Administration services

Common Areas

Total: 15,500 SF (Approximately)





BRISCOE ELEMENTARY

SCALE : 1' = 20'-0"

Lot Information

3.74 ac (162,914 SF)

R-2 Zoning

Proposed: E-1 Zoning or C-1 Zoning

Building height allowed: 40 ft

10ft rear and side yard setbacks

Building Footprint

Current: 32,000 SF

Building Area

Current: 32,000 SF

Parking

Current: 38 spaces total

Required: 64 spaces total

(500 sf : 1 off street parking space)

Proposed: 26 off street parking spaces

Building Programs for year 2031

Administration

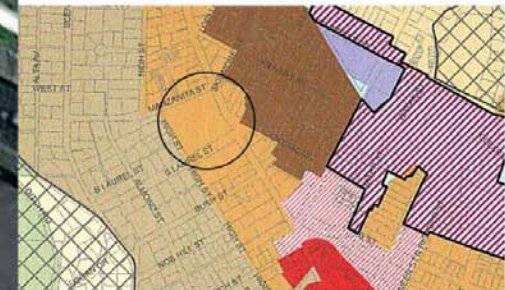
Common Areas

Community Development

Municipal Courts

Public Works Engineering

Total: 32,000 SF (Approximately)





CIVIC CENTER

SCALE : 1' = 20'-0"

Lot Information

2.1ac (92,070 SF)
E-1 Zoning
Building height allowed: 40ft
10 ft. rear and side setbacks

Building Foot Print

Current: 5,916 SF
Proposed: 16,000 SF

Building Area

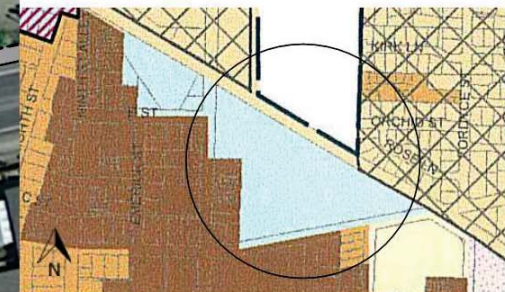
Current: 5,916 SF
Proposed: 32,000 SF

Parking

Current: 67 spaces
Required: 60 spaces
(500 sf : 1 off street parking space)

Building Programs for year 2031

Administration
Common Areas
Community Development
Municipal Courts
Public Works Engineering
Total: 32,000 SF (Approximately)



Project Cost Model - Fall 2018

HARD COST MODELING ASSUMPTIONS (Construction Costs)

General Notes

- 1. To reflect level of cost specificity for a Concept Design, building and site costs are rounded.
- 2. All labor rates based on prevailing wages.
- 3. All options include quality of materials and performance of systems reasonable for a 50-100 year civic building.
- 4. Structure is designed to meet code, not to essential facility standards.

City Hall Location

- 5. City Hall concept is a new building with upsized Mechanical Electrical Plumbing (MEP) services. Mechanical system is Variable Refrigerant Flow (VRF) with Energy Recovery Ventilation (ERV).
- 6. Electrical is all LED lighting and includes 1.5% Solar. Costs reflect structure as mass timber, with a masonry envelope and wood accents.
- 7. New building allows options for high sustainable design, sunshades, and less solar area.
- 8. Smaller building means less economy of scale for costs, small footprint results in higher skin to floor area ratio. Location includes higher expectation for exterior materials, tight construction site with limited access, potentially results in +/- 15% higher construction cost.
- 9. Site costs include higher allowance for demolition due to constrained site and abatement. Includes rebuilding sidewalk/entry feature to curbs.
- 10. New City Hall costs range from \$500-\$600/SF; cost model based on \$550/SF.

Briscoe School Location

- 11. Briscoe concept renovates existing building. Costs represent most interior walls are replaced (sound insulation, reconfiguration, structural work).
- 12. New roofing, mechanical (VRF with ERV), electrical (LED, 1.5% Solar), plumbing (fixtures, underground services).
- 13. Costs reflect updating structure to current code, retaining existing masonry exterior, with new doors and windows. Includes new entry features and some new openings.
- 14. Renovating an existing building is a high sustainable strategy; includes sunshades and large solar area.
- 15. Renovation costs for significant renovation and repurposing ranges from \$300-\$380/SF; cost model based on \$340/SF.
- 16. Site work includes significant plinth feature to accommodate public interaction and accessibility (concrete walls and footings, stairs, railings, lighting, landscape). Site costs range from \$60-\$100/SF; cost model based on \$80/SF.
- 17. Entry feature (canopy, sunshades) costs range from \$50-\$100/SF; cost model based on \$70/SF for wood canopy and light gauge steel supports.

Civic Center Location

- 18. Civic Center concept is a new building. Mechanical system is is VRF with ERV with potential for ground source heat pump.
- 19. Electrical is all LED lighting, 1.5% Solar. Costs reflect structure as mass timber, masonry and metal panel envelope with wood accents.
- 20. New building allows options for highly sustainable design, sunshades, medium solar area, potential ground source heat pump.
- 21. Larger consolidated building allows more economy of scale, larger site facilitates better staging and less traffic control.
- 22. Location offers more design flexibility for concept and materials. May require off-site improvements (left-hand turn lane, etc.) not included in costs.
- 23. Site costs include lower allowance for demolition and abatement, with modest plaza and landscaping improvements. Site costs range from \$20-\$40/SF; cost model based on \$30/SF.
- 24. New Civic Center costs range from \$425-\$525/SF; cost model based on \$475/SF.

SOFT COST MODELING ASSUMPTIONS (Non-Construction Costs)

- 25. Solar allowance calculated as 1.5% of Construction Subtotal.
- 26. For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown.
- 27. Move costs based on professional mover (insured, prevailing wages) of \$1.25/SF per move.
- 28. Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs. When offsetting cost of selling ComDev building, soft costs increase to reflect soft costs based on construction value.
- 29. Project contingencies generally based on 15% for renovations, 10% for new construction and site work. Contingency is intended to address portions of hard and soft costs, and unforeseen construction conditions.
- 30. Escalation is currently volatile and difficult to predict over several years. Cost model estimates show escalation over the course of five years calculated at an average of 5.5% per year (compounded).

Project Cost Model - Fall 2018

See Note	Location/Building	Unit Cost	Area SF	Build Time (mo.)	Move Time (mo.)	Total Time (mo.)	Construction Cost	Solar Cost (1.5%)	Project Conting'y (%)	Project Conting'y (\$)	Sell ComDev Bldg (\$)	Total Construct'n Cost	Temp Space (rent)	Moving (out+in)	Other Soft Costs (%)	Other Soft Costs (\$)	Total Cost 2019	Total Cost 2024	Cost/SF 2019
	City Hall Site																		
5-8,10	New City Hall Building	\$550	15,500	14	2	16	\$8,530,000	\$131,000	10%	\$853,000		\$9,514,000	\$192,000	\$20,000	25%	\$2,379,000	\$12,105,000	\$15,821,000	\$781
9	City Hall Site	\$40	4,000	0	0	1	\$160,000	\$0	10%	\$16,000		\$176,000	\$0	\$0	20%	\$36,000	\$212,000	\$278,000	
	City Hall Totals					16						\$9,690,000				\$2,415,000	\$12,317,001	\$16,099,000	
	Briscoe School Site																		
11-15	Briscoe School Renovation	\$340	32,000	12	1	13	\$10,880,000	\$187,000	15%	\$1,632,000	-\$2,500,000	\$10,199,000	\$0	\$25,000	30%	\$3,060,000	\$13,284,000	\$17,362,000	
16	Briscoe School Site	\$80	16,000	0	0	7	\$1,280,000	\$0	10%	\$128,000		\$1,408,000	\$0	\$0	20%	\$282,000	\$1,690,000	\$2,209,000	
17	Briscoe Entry Feature	\$70	4,000				\$280,000					\$280,000				\$0	\$280,000	\$366,000	
	Briscoe School Totals					13						\$11,887,000				\$3,342,000	\$15,254,001	\$19,937,000	\$477
	Civic Center Site																		
18-22,24	New City Hall Building	\$475	32,000	15	2	17	\$15,200,000	\$231,000	10%	\$1,520,000	-\$2,500,000	\$14,451,000	\$153,000	\$29,000	28%	\$4,047,000	\$18,680,000	\$24,415,000	
23	Civic Center Site	\$30	6,000	0	0	2	\$180,000	\$0	10%	\$18,000		\$198,000	\$0	\$0	20%	\$40,000	\$238,000	\$312,000	
	Civic Center Totals					17						\$14,649,000				\$4,087,000	\$18,918,001	\$24,727,000	\$591

Council Business Meeting

July 3, 2018

Title: Award of Contract for the Ashland City Hall Concepts, Design and Construction Services- Phase 1; Project #2018-12

From: Paula Brown, PE Public Works Director
paula.brown@ashland.or.us

Kaylea Kathol Public Works Project Manager
kaylea.kathol@ashland.or.us

Summary:

Before the Council is a contract for professional engineering/architectural services with ORW Architecture (ORW) to provide conceptual alternatives for the City Hall Concepts, Design and Construction Services Phase 1. ORW has prepared two different cost estimates; \$97,085 for all three locations (City Hall in its current location, Civic Center and Briscoe School locations) or \$72,925 (25% reduction) for City Hall in its current location and the Civic Center location.

Phase 1 products include:

- site plans for each site outlining entry, access, traffic flow, and parking
- identifying space needs for municipal courts (incorporated for the civic center site only)
- a concept design layout for each site
- one exterior rendering for each site
- phasing and construction schedule considerations for each site
- a conceptual summary of probable costs
- evaluation process with criteria, pros and cons, and potential risks
- collaboration with City staff and a presentation to City Council

This discussion began with the City Council Business Meeting on June 5th. Council requested staff return on July 3rd to better define the deliverables and to provide a cost for phase 1 services if Briscoe School was not included.

Actions, Options, or Potential Motions:

- Move to approve the award of a contract for professional engineering/architectural services with ORW Architecture for either:
 - \$97,085 to complete Phase 1 of the City Hall Concepts, Design and Construction Services for three concepts; City Hall in its current location, new facility at the Civic Center and reconstruction at the Briscoe School location, or
 - \$72,925 to complete Phase 1 of the City Hall Concepts, Design and Construction Services for two concepts; City Hall in its current location and a new facility at the Civic Center.
- Request staff renegotiate the contract with ORW to include or delete the following items within the contract [state the intended corrections].
- Redirect staff efforts and not award the contract.

Staff Recommendation:

Staff recommends the Council approve the award of a contract for professional engineering/architectural services with ORW Architecture for \$97,085, to provide conceptual alternatives for the City Hall Concepts, Design and Construction Services Phase 1 for all three locations (City Hall in its current location, Civic Center and Briscoe School locations). This will allow the full scope of all three sites to be evaluated for an equitable comparison.

Resource Requirements:

The Facilities Division's 2017-19 biennium budget includes \$200,000 for facilities studies. To date, \$44,215 has been expended for the assessment of Pioneer Hall. Award of this contract for \$97,085, will allow \$58,700 to remain for additional city facility analysis.

Policies, Plans and Goals Supported:

Council Goals:

2.2 Engage boards and commissions in supporting the strategic plan

4 Evaluate real property and facility assets to strategically support city mission and goals

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

Background and Additional Information:

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the earthquake vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured a number of times since 1913 but has never had any structural improvements related to seismic mitigation.

A seismic evaluation of City Hall was conducted in [1994](#). The current City Hall is vulnerable to earthquake activity. As part of its 2014 strategic planning initiative, the City Council identified "Examine City Hall replacement and other facility needs" as a priority goal. Council held a study session on June 15, 2015, to begin those discussions, and a second study session on [February 1, 2016](#), to hear the updated findings of the 2015 seismic evaluation. The [January 17, 2017](#), study session updated Council with all actions taken to date for all of the options and special studies evaluated by staff.

In April of 2017 Council appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall. On [October 3, 2017](#), Council heard a presentation from staff and received the ad hoc City Hall Advisory Committee's Final Report and Recommendations for the replacement of City Hall. The Ad Hoc Committee did not reach unanimity on a recommendation with eight of the eleven members recommending rebuilding City Hall on its current site, expanding the structure to accommodate growth and retaining the community development building. The three remaining members had differing recommendations and were explained in the report. The chair provided Council with the final

report and a minority opinion. The [minutes](#) of the October 3, 2017 meeting explained the process and concerns.

During the Council Study Session on [December 4, 2017](#), staff reviewed the ad hoc committee recommendations, distilled the comments made by Councilmembers and offered a phased plan to develop concepts and costing prior to full design. Council directed staff to proceed to develop a Request for Qualifications (RFQ) proposal for this multi-phased project ([minutes](#) of the December 4, 2017 meeting). Utilizing this concept, staff were to select a firm with appropriate qualifications (architectural, engineering, site design and planning) to develop a step by step approach to selecting a preferred solution.

Staff developed and released the RFQ for solicitation in early late January with proposals due on March 2, 2018. The City received two proposals; ORW Architecture (Medford) and Steele Associates Architects, LLC (Bend). After significant independent staff review and discussions with both firms, staff is recommending the award to ORW. Staff initiated and negotiated a cost proposal for Phase 1.

After the June 5th Council meeting, staff met with ORW and requested a cost if Briscoe were removed from consideration and also asked for a list of explicit deliverables. Both are attached.

The RFQ outlines four stages of the project;

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative.
- Phase 2: preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected)
- Phase 3: final engineering design and plans for the selected alternative and final cost analysis; easements and permitting
- Phase 4: construction management services to assist with any site changes and quality control

Each phase will be separately negotiated for cost, scope and time, and a separate contract for each phase will be developed. A clause in the RFQ and initial phase indicates the intention to continue with subsequent phases but allows the City to stop at any time and renegotiate each phase independently through a separate RFP process. All contracts and scopes of work would go to council for approval.

The initial conceptual design will include a rendering and cost estimates. The consulting team and staff will develop options for energy efficiencies and a general assessment of “green building” or LEED Platinum level costs. It is estimated that this work could be completed within 6 months. Once this phase is complete, staff will return to the Council with a recommendation and financing options.

Attachments:

- City of Ashland Contract with ORW;
- Two fee matrices with their scopes of work
 - \$97,085 to complete Phase 1 of the City Hall Concepts, Design and Construction Services for three concepts; City Hall in its current location, new facility at the Civic Center and reconstruction at the Briscoe School location, or
 - \$72,925 to complete Phase 1 of the City Hall Concepts, Design and Construction Services for two concepts; City Hall in its current location and the Civic Center location.

PERSONAL SERVICES AGREEMENT (greater than \$25,000.00)

 CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONSULTANT: ORW ARCHITECTURE CONSULTANT'S CONTACT: Dana Crawford / Jeffrey Bender ADDRESS: 2950 E. Barnett Road Medford, OR 97504 TELEPHONE: 541-779-5237 EMAIL: dana@orwarch.com

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and ORW Architecture ("hereinafter "Consultant"), for City Hall Design and Construction Services- Phase 1 as per exhibit A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than **December 30, 2018**.
- 2. Scope of Work:** Consultant will provide City Hall Design and Construction Services- Phase 1 as more fully set forth in the Consultant's Proposal dated March 2, 2018, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to herein as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne By Consultant:** Consultant shall, at its own risk and expense, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
- 5. Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

6. **Compensation:** City shall pay Consultant the sum of **\$97,085.00** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$97,085.00** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$20,688.86 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 days' prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

- iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

- 12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
- 13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
- 14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified

in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. Insurance. Consultant shall, at its own expense, maintain the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
- f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

- 18. Governing Law; Jurisdiction; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.
- 19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**
- 20. Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____

City Administrator

Printed Name

Date

ORW ARCHITECTURE (CONSULTANT):

By: _____

Signature

Printed Name

Title

Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant

Date

EXHIBIT B

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$14.81 per hour, effective June 30, 2017.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,688.86** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,688.86**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

Ashland City Hall Phase I: Concept Design

Fee Matrix

April 2018

			Prime Architect	Prime Architect	Prime Architect	Struct Engineer	Civil Engineer	Mech Engineer	Elect Engineer	Cost Modeling					
			ORW / Jeff Bender Design Principal	ORW / Dana Crawford Management Principal	ORW / Whitticar + Paxton PM Assist + Doc Technologist	Clota / Cameron Harris Structural Engineer	DEW / Mark Dew Civil Engineer	PAE / Nick Collins Mechanical Engineer	PAE / Robert Mills Electrical Engineer	ACC / Stan Pczkowski Cost Modeling	Sub-Total Task Cost	Expense - Travel and Meals	Expense - Plotting	Expense - Mileage	Sub-Total Task Expenses
			\$165	\$165	\$115	\$125	\$120	\$190	\$94	\$168					
Task #	Task Name	Approach													
1	Evaluate Prior Work	Review select documents and conclusion statements from Ad Hoc Committee.	2	4		1	1	1	1						
	Task Fee	\$1,519	\$330	\$660	\$0	\$125	\$120	\$190	\$94	\$0	\$1,519	\$0	\$0	\$0	\$0
2	Update Space Needs	Minor update of space needs program from 2016 Feasibility Study to include Municipal Courts (1 meeting) and combined meeting with Police and Fire Chiefs (1 meeting) regarding access needed around proposed EOC. No update of departments in 2016 Feasibility Study.		16	4										
	Task Fee	\$3,100	\$0	\$2,640	\$460	\$0	\$0	\$0	\$0	\$0	\$3,100	\$0	\$0	\$50	\$50
3	Green Building Standards	No workshop or exploration of green building measures in this phase. Include Allowance for LEED Platinum in cost model.													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0	\$0
4	Site Planning	Develop one Site Plan for each of three sites with sufficient detail to produce renderings and cost estimates. Include zoning, parking, circulation flow, utilities, softscape, and hardscape.	48	20	24	6	16								
	Task Fee	\$16,650	\$7,920	\$3,300	\$2,760	\$750	\$1,920	\$0	\$0	\$0	\$16,650	\$0	\$0	\$0	\$0
5	Concept Design	Develop one Concept Design for each of three sites with sufficient detail to produce renderings and cost estimates for New building at City Hall site, Renovated building at Briscoe, new building at Civic Center including courts and Council.	80	20	60	16	16	30	30						
	Task Fee	\$35,840	\$13,200	\$3,300	\$6,900	\$2,000	\$1,920	\$5,700	\$2,820	\$0	\$35,840	\$0	\$100	\$50	\$150
6	Reduced Upgrades For Existing City Hall	No work during this phase. City may decide to use previous work produced by Miller Engineering and escalate costs.													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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7	Structural Upgrade	Assess structure of Briscoe School (for renovation option) to meet OSSC requirements.		6	20				12						
	Task Fee	\$5,506	\$0	\$990	\$0	\$2,500	\$0	\$0	\$0	\$2,016	\$5,506	\$0	\$0	\$0	\$0
8	Community Involvement	No Community involvement for this phase.													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	City Collaboration	Three progress meetings with City and one Council meeting to share final presentation.	6	15	10										
	Task Fee	\$4,615	\$990	\$2,475	\$1,150	\$0	\$0	\$0	\$0	\$0	\$4,615	\$0	\$0	\$100	\$100
10	Renderings	Provide one fully rendered exterior view of each option.	20	6	60										
	Task Fee	\$11,190	\$3,300	\$990	\$6,900	\$0	\$0	\$0	\$0	\$0	\$11,190	\$0	\$200	\$0	\$200
11	Phasing and Schedule	Develop considerations for construction phasing, temporary relocation, and estimated construction schedule.		20	6										
	Task Fee	\$3,990	\$0	\$3,300	\$690	\$0	\$0	\$0	\$0	\$0	\$3,990	\$0	\$0	\$0	\$0
12	Cost Modeling	Provide four cost models: one for each of three concept option and one for reduced system upgrade at existing City Hall.	3	20					30						
	Task Fee	\$8,835	\$495	\$3,300	\$0	\$0	\$0	\$0	\$0	\$5,040	\$8,835	\$0	\$0	\$0	\$0
13	Selection Process	Develop evaluation process with criteria, pros and cons, and potential risks. Assist City in identifying a preferred alternative.	8	16	12										
	Task Fee	\$5,340	\$1,320	\$2,640	\$1,380	\$0	\$0	\$0	\$0	\$0	\$5,340	\$0	\$0	\$0	\$0
14	Report Writing	Report: Summarize phase I work above. Time: 2 weeks													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	Report Compilation	Compile all materials, graphic layout Time: 2 weeks													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Total Consultant Hours			167	143	176	43	33	31	31	42					
Fee Subtotal			\$27,555	\$23,595	\$20,240	\$5,375	\$3,960	\$5,890	\$2,914	\$7,056	\$96,585	\$0	\$300	\$200	\$500
Expenses			\$500								TOTAL	TOTAL			
Project Total			\$97,085												

Ashland City Hall Phase I: Concept Design

Fee Matrix

June 2018

			Prime Architect	Prime Architect	Prime Architect	Struct Engineer	Civil Engineer	Mech Engineer	Elect Engineer	Cost Modeling					
			ORW / Jeff Bender Design Principal	ORW / Dana Crawford Management Principal	ORW / Whitticar + Paxton PM Assist + Doc Technologist	Clota / Cameron Harris Structural Engineer	DEW / Mark Dew Civil Engineer	PAE / Nick Collins Mechanical Engineer	PAE / Robert Mills Electrical Engineer	ACC / Stan Pczkowski Cost Modeling	Sub-Total Task Cost	Expense - Travel and Meals	Expense - Plotting	Expense - Mileage	Sub-Total Task Expenses
			\$165	\$165	\$115	\$125	\$120	\$190	\$94	\$168					
Task #	Task Name	Approach													
1	Evaluate Prior Work	Review select documents and conclusion statements from Ad Hoc Committee.	2	4		1	1	1	1						
	Task Fee	\$1,519	\$330	\$660	\$0	\$125	\$120	\$190	\$94	\$0	\$1,519	\$0	\$0	\$0	\$0
2	Update Space Needs	Minor update of space needs program from 2016 Feasibility Study to include Municipal Courts (1 meeting) and combined meeting with Police and Fire Chiefs (1 meeting) regarding access needed around proposed EOC. No update of departments in 2016 Feasibility Study.		16	4										
	Task Fee	\$3,100	\$0	\$2,640	\$460	\$0	\$0	\$0	\$0	\$0	\$3,100	\$0	\$0	\$50	\$50
3	Green Building Standards	No workshop or exploration of green building measures in this phase. Include Allowance for LEED Platinum in cost model.													
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0	\$0
4	Site Planning (2 sites)	Develop one Site Plan for each of two sites with sufficient detail to produce renderings and cost estimates. Include zoning, parking, circulation flow, utilities, softscape, and hardscape.	32	14	16	6	12								
	Task Fee	\$11,620	\$5,280	\$2,310	\$1,840	\$750	\$1,440	\$0	\$0	\$0	\$11,620	\$0	\$0	\$0	\$0
5	Concept Design	Develop one Concept Design for each of two sites with sufficient detail to produce renderings and cost estimates for New building at City Hall site, and new building at Civic Center including courts and Council.	64	14	48	12	12	24	24						
	Task Fee	\$28,146	\$10,560	\$2,310	\$5,520	\$1,500	\$1,440	\$4,560	\$2,256	\$0	\$28,146	\$0	\$100	\$50	\$150

6	Reduced Upgrades For Existing City Hall	No work during this phase. City may decide to use previous work produced by Miller Engineering and escalate costs.												
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Structural Upgrade	No structural assessment of Briscoe School to meet OSSC requirements.												
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	Community Involvement	No Community involvement for this phase.												
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	City Collaboration	Three progress meetings with City and one Council meeting to share final presentation.	6	15	10									
	Task Fee	\$4,615	\$990	\$2,475	\$1,150	\$0	\$0	\$0	\$0	\$0	\$4,615	\$0	\$0	\$100
10	Renderings	Provide one fully rendered exterior view of each option.	16	6	48									
	Task Fee	\$9,150	\$2,640	\$990	\$5,520	\$0	\$0	\$0	\$0	\$0	\$9,150	\$0	\$200	\$0
11	Phasing and Schedule	Develop considerations for construction phasing, temporary relocation, and estimated construction schedule.		16	6									
	Task Fee	\$3,330	\$0	\$2,640	\$690	\$0	\$0	\$0	\$0	\$0	\$3,330	\$0	\$0	\$0
12	Cost Modeling	Provide two cost models: one for each of two concept options.	3	16						20				
	Task Fee	\$6,495	\$495	\$2,640	\$0	\$0	\$0	\$0	\$0	\$3,360	\$6,495	\$0	\$0	\$0
13	Selection Process	Develop evaluation process with criteria, pros and cons, and potential risks. Assist City in identifying a preferred alternative.	8	12	10									
	Task Fee	\$4,450	\$1,320	\$1,980	\$1,150	\$0	\$0	\$0	\$0	\$0	\$4,450	\$0	\$0	\$0
14	Report Writing	Report: Summarize phase I work above. Time: 2 weeks												
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	Report Compilation	Compile all materials, graphic layout Time: 2 weeks												
	Task Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sub-Total Consultant Hours		131	113	142	19	25	25	25	20				
	Fee Subtotal	\$72,425	\$21,615	\$18,645	\$16,330	\$2,375	\$3,000	\$4,750	\$2,350	\$3,360	\$72,425	\$0	\$300	\$200
	Expenses	\$500									TOTAL			TOTAL
	Project Total	\$72,925												

Council Study Session

June 3, 2019

Agenda Item	City Hall Seismic Retrofit Conceptual Design, Conceptual Costs	
From	Paula Brown, PE Kaylea Kathol	Director of Public Works Public Works Project Manager
Contact	paula.brown@ashland.or.us kaylea.kathol@ashland.or.us	541-552-2411 541-552-2419
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Before Council is a conceptual design and conceptual cost estimate for a seismic retrofit of City Hall. These preliminary findings were developed at the request of Council and are the last of four alternatives evaluated for feasibility as a replacement to the existing City Hall.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Goal 1: Develop current and long-term budgetary resilience -- Evaluate revenue streams
- Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
- Goal 3: Enhance and improve transparency and communication
- Develop a robust program to engage with Ashland citizens about City priorities and our progress on those priorities...
- Maintain Essential Services
- Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth, and all of its utility systems are in need of replacement or update. However, it is the earthquake vulnerability of the building that presents the most pressing problem. City Hall was built in 1891 and was expanded in 1913. The interior of City Hall has been reconfigured several times since 1913 but has never had any structural improvements related to seismic mitigation and does not meet current applicable codes.

Over the past three decades starting with the Loma Prieta earthquake in San Francisco in October 1989 and the Northridge (Los Angeles) earthquake in January 1994, seismic stability especially in un or under reinforced masonry buildings has been a concern. An initial seismic evaluation of City Hall was conducted in [1994](#) noting that City Hall is vulnerable to earthquake activity. More recently,

interest has peaked in the Cascadia Subduction Zone, a long dipping fault that stretches from Northern Vancouver Island to Cape Mendocino California. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. Council held a study session on June 15, 2015, to begin those discussions, and a second study session on [February 1, 2016](#), to hear the updated findings of the 2015 seismic evaluation. The [January 17, 2017](#), study session updated Council with all actions taken to date for all of the options and special studies evaluated by staff.

In April of 2017, Council appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall. On [October 3, 2017](#), Council heard a presentation from staff and received the ad hoc City Hall Advisory Committee’s Final Report and Recommendations for the replacement of City Hall. The Ad Hoc Committee did not reach unanimity on a recommendation with eight of the eleven members recommending rebuilding City Hall on its current site, expanding the structure to accommodate growth and retaining the community development building. The three remaining members had differing recommendations and were explained in the report. The chair provided Council with the final report and a minority opinion. The [minutes](#) of the October 3, 2017 meeting explained the process and concerns.

During the Council Study Session on [December 4, 2017](#), staff reviewed the ad hoc committee recommendations, distilled the comments made by Council Members and offered a phased plan to develop concepts and costing prior to full design. Council directed staff to proceed to develop a Request for Qualifications (RFQ) proposal for this multi-phased project ([minutes](#) of the December 4, 2017 meeting). Staff were to select a firm with appropriate qualifications (architectural, engineering, site design and planning) to develop a step by step approach to assist Council in selecting a preferred solution. The RFQ outlined four stages of the project:

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative.
- Phase 2: preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected)
- Phase 3: final engineering design and plans for the selected alternative and final cost analysis; easements and permitting
- Phase 4: construction management services to assist with any site changes and quality control

Utilizing the RFQ solicitation process, in March of 2018, staff selected ORW Architecture (ORW) as the most qualified proposer to complete Phase 1. Upon successful cost and scope negotiations, Council approved a Phase 1 contract with ORW Architecture on [July 3, 2018](#). ORW was charged with evaluating three alternatives, including rebuilding City Hall in its current location, building new at the current location of Courts/Council Chambers, and retrofitting Briscoe School. All options were evaluated through the lens of projected space needs of the City

Conceptual site plans and estimates for the three alternatives were presented to Council on [February 5, 2019](#), including a [Power Point](#) presentation by ORW. Council did not support any of the alternatives and councilmembers expressed dissatisfaction that a seismic retrofit of the existing City

Hall had not been included as a fourth alternative. As discussed previously, a seismic evaluation had been performed by Miller Consulting Engineers (Miller) in 2015, but the study had two important deficiencies. Foremost, Miller only explored the minimum upgrades necessary to ensure occupants could safely escape the building following a seismic event. The seismic upgrades detailed in the engineer's report were not intended to ensure the building would remain functional after a seismic event. The second major deficiency was that Miller only provided an estimate for direct construction costs. The estimate did not incorporate any soft costs, such as temporary office space, necessary system replacements and upgrades, flashing and bracing, architectural and engineering fees, or costs associated with permitting and compliance. These costs are substantial. Without soft costs, it is impossible to compare Miller's estimate to the alternatives studied by ORW. Consequently, staff was asked to return to Council with concepts and costs of a seismic retrofit alternative that could be compared to the other three alternatives. The charge was specific: present the minimal seismic upgrade necessary to ensure City Hall, which is over one hundred years old, will provide another hundred years of civic use.

Pursuant to this charge, concept and cost estimates were developed. The attached seismic retrofit proposal envisions a building intended to remain intact after a seismic event, provide for the current needs of the City and the community, and deliver flexibility to accommodate changes and some growth in future decades.

FISCAL IMPACTS

The cost estimate for seismic retrofit of City Hall is based on conceptual design. Cost summaries provided below include all four alternatives ORW has explored under their current contract with the City. Greater detail is available in the attached cost estimate spreadsheet. Notice that the cost summaries incorporate direct construction costs and soft costs.

Alternative	Total Cost (2019)	Area (Square Feet)	Cost per Square Foot
1. Rebuild at 20 E Main	\$12,317,001	15,500	\$781
2. Renovate Briscoe School*	\$15,254,001	32,000	\$477
3. Build new at Council Chambers/Courts*	\$18,918,001	32,000	\$591
4. Seismic retrofit of existing City Hall (ORW)	\$7,928,000	8,600	\$681

*Estimates include offsets from selling the Community Development building, but not City Hall. City Hall has not been assigned a real market value, so an objective estimate is not readily available.

To aid discussion, a comparison of the direct construction costs between the seismic retrofits proposed by ORW and Miller is provided below. Please note that Miller's estimate, which was developed in 2015, has been escalated to accurately reflect 2019 costs.

Designer of Seismic Retrofit Option	Direct Construction Costs Only (2019)

Miller, escalated* (post-event safe exit only)	\$1,765,312
ORW (post-event building remains functional)	\$4,688,000

*escalation was calculated using the published RMS Historical Cost Index for first quarter 2019 (national average), then adjusted for region-specific escalation according to the RMS City Cost Index for Medford, 2019.

Once a preferred alternative is identified by Council, a more refined cost estimate will be developed during preliminary and final design. Funding for the selected alternative will likely need to be obtained via loans or bond issuance.

DISCUSSION QUESTIONS

Staff anticipates Council discussion may include questions such as:

- What decision criteria should be used to evaluate the alternatives?
- How does ORW's seismic retrofit accommodate current needs and future growth?
- Are there any obvious limitations or unacceptable provisions in the proposed retrofit?
- ORW's estimate of direct construction costs is higher than Miller's. What value is gained from these higher direct construction costs? Is it worth it?
- A full spectrum of alternative cost estimates has been provided as requested on February 5, 2019. Has sufficient information been provided to make a decision by virtue or process of elimination?
- What kind of funding options are available and how would these options be pursued?

SUGGESTED NEXT STEPS

Staff suggest the development of decision criteria during this study session. ORW provided a list of possible criteria in the February 5, 2019 Power Point presentation that may provide a useful starting point for Council, which include:

- Level of staff consolidation
- Project cost
- Proximity to downtown
- Proximity to public transit/bike
- Encourages public interaction
- Sustainable opportunities
- Hosler Dam inundation zone
- Parking availability
- Proximity to services
- Access to views
- Temporary relocation impacts
- New building or renovation

The four alternatives discussed herein should be revisited at another study session or business meeting before the end of summer 2019 to keep the topic fresh. At that time, Staff will ask council for direction regarding an approved alternative to pursue.

REFERENCES & ATTACHMENTS

Attachment 1: Concepts and Conceptual Cost Estimates of Seismic Rehabilitation (ORW Architecture)

Project Cost Model - Spring 2019

HARD COST MODELING ASSUMPTIONS (Construction Costs)

General Notes

1.

To reflect level of cost specificity for a Concept Design, building and site costs are rounded.
2.

All labor rates based on prevailing wages.
3.

Concept costs include building upgrades, system replacements, and quality materials reasonable for a 100 year civic building.
4.

Structure is designed to meet code, not to essential facility standards.

100 Year Building Renovation

5.

The 100 year building approach is a comprehensive renovation that replaces building systems, improves security and accessibility, and creates a flexible floor plate with more equitable access to light and views.
6.

The renovation retains and seismically upgrades the exterior building shell. Seismic upgrade includes removing the original demising wall, and replacing the second floor and roof framing assemblies. As a result of this work, all interior walls are removed.
7.

The building systems are replaced with new Mechanical Electrical Plumbing (MEP) services. New mechanical system is Variable Refrigerant Flow (VRF) with Energy Recovery Ventilation (ERV). Mechanical equipment to be located on the roof; current area of mechanical well is allocated to occupiable area on second floor. Electrical is all LED lighting and includes 1.5% Solar. Plumbing includes new fixtures and underground services.
8.

Building envelope upgrades include new roof, new energy-efficient doors and windows (many upgraded from single-pane), wall patching as required from seismic anchors, and paint.
9.

Includes a new 2-stop elevator accessed from an interior public lobby for improved accessibility (appximately \$75K construction cost).
10.

Small renovation builds less but includes less economy of scale for costs. Costs include careful demolition for exterior walls to remain, shoring, and protection of exterior building façade. To retain exterior walls, renovation process would construct project from the inside-out which is slower than building new construction. Keeping historic exterior walls limits the extent of glazing to existing openings, which are custom-sized but results in fewer windows to purchase. Location is a tight construction site with limited access, potentially results in +/- 15% higher construction cost. Excludes hazardous materials abatement.
11.

Site costs include higher allowance for demolition due to constrained site. Includes rebuilding sidewalk/entry feature to curbs.
12.

City Hall renovation costs range from \$400-\$500/SF; cost model based on \$450/SF.

SOFT COST MODELING ASSUMPTIONS (Non-Construction Costs)

13.

Solar allowance calculated as 1.5% of Construction Subtotal.
14.

For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown.
15.

Move costs based on professional mover (insured, prevailing wages) of \$1.25/SF per move.
16.

Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs.
17.

Project contingency based on 15% for renovations. Contingency is intended to address portions of hard and soft costs, and unforeseen construction conditions.
18.

Escalation is currently volatile and difficult to predict over several years. Cost model estimates show escalation over the course of five years calculated at an average of 5.5% per year (compounded).

Project Cost Table

See Note	Location/Building	Unit Cost	Area SF	Build Time (mo.)	Move Time (mo.)	Total Time (mo.)	Construction Cost	Solar Cost (1.5%)	Project Conting'y (%)	Project Conting'y (\$)	Total Construct'n Cost	Temp Space (rent)	Moving (out+in)	Other Soft Costs (%)	Other Soft Costs (\$)	Total Cost 2019	Total Cost 2024	Total Cost/SF 2019
	City Hall Site																	
1-18	New City Hall Building	\$450	8,600	14	2	16	\$3,870,000	\$61,000	15%	\$581,000	\$4,512,000	\$192,000	\$20,000	25%	\$1,129,000	\$5,853,000	\$7,650,000	\$681
	City Hall Site	\$40	4,000	0	0	1	\$160,000	\$0	10%	\$16,000	\$176,000	\$0	\$0	20%	\$36,000	\$212,000	\$278,000	
	City Hall Totals					16					\$4,688,000				\$1,165,000	\$6,065,001	\$7,928,000	

Council Study Session

September 30, 2019

Agenda Item	City Hall Seismic Retrofit Conceptual Design, Conceptual Costs	
From	Paula Brown, PE Kaylea Kathol	Director of Public Works Public Works Project Manager
Contact	paula.brown@ashland.or.us ; (541) 552-2411 kaylea.kathol@ashland.or.us ; (541) 552-2419	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Before Council is a conceptual design and conceptual cost estimate for a seismic retrofit of City Hall. This is a continuation of the City Hall discussion that was presented in part on June 3, 2019, but was not completed due to additional items on the study session agenda and the same information that was available for the meeting postponed on September 16, 2019.

These preliminary findings were developed at the request of Council and are the last of four alternatives evaluated for feasibility as a replacement to the existing City Hall.

Staff is hoping to bring Council a decision item on October 15, 2019 for City Hall within the following options:

1. Rebuild at the current downtown City Hall location at 20 E. Main Street retaining much of the façade
2. Renovate Briscoe School to include Community Development/Engineering and City Hall personnel and functions
3. Build new at Council Chambers/Courts to include Community Development/Engineering and City Hall personnel and functions
4. Seismic retrofit of existing City Hall as conceptually presented in this item

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services
- Develop and/or enhance the following “Value Services” by leveraging the City’s resources

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth, and all of its utility systems are in need of replacement or update. However, it is the earthquake vulnerability of the building that presents the most pressing problem. City Hall was built in 1891 and was expanded in 1913. The interior of City Hall has been reconfigured several times since 1913, but has never had any structural improvements related to seismic mitigation and does not meet current applicable codes.

Over the past three decades starting with the Loma Prieta earthquake in San Francisco in October 1989 and the Northridge (Los Angeles) earthquake in January 1994, seismic stability especially in un or under reinforced masonry buildings has been a concern. An initial seismic evaluation of City Hall was conducted in [1994](#) noting that City Hall is vulnerable to earthquake activity. More recently, interest has peaked in the Cascadia Subduction Zone, a long dipping fault that stretches from Northern Vancouver Island to Cape Mendocino California. As part of its 2014 strategic planning initiative, the City Council identified “Examine City Hall replacement and other facility needs” as a priority goal. Council held a study session on June 15, 2015, to begin those discussions, and a second study session on [February 1, 2016](#), to hear the updated findings of the 2015 seismic evaluation. The [January 17, 2017](#), study session updated Council with all actions taken to date for all of the options and special studies evaluated by staff.

In April of 2017, Council appointed an ad hoc City Hall Advisory Committee to review feasible alternatives for the replacement of City Hall. On [October 3, 2017](#), Council heard a presentation from staff and received the ad hoc City Hall Advisory Committee’s Final Report and Recommendations for the replacement of City Hall. The Ad Hoc Committee did not reach unanimity on a recommendation with eight of the eleven members recommending rebuilding City Hall on its current site, expanding the structure to accommodate growth and retaining the community development building. The three remaining members had differing recommendations and were explained in the report. The chair provided Council with the final report and a minority opinion. The [minutes](#) of the October 3, 2017 meeting explained the process and concerns.

During the Council Study Session on [December 4, 2017](#), staff reviewed the ad hoc committee recommendations, distilled the comments made by Council Members and offered a phased plan to develop concepts and costing prior to full design. Council directed staff to proceed to develop a Request for Qualifications (RFQ) proposal for this multi-phased project ([minutes](#) of the December 4, 2017 meeting). Staff were to select a firm with appropriate qualifications (architectural, engineering, site design and planning) to develop a step by step approach to assist Council in selecting a preferred solution. The RFQ outlined four stages of the project:

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative.
- Phase 2: preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected)
- Phase 3: final engineering design and plans for the selected alternative and final cost analysis; easements and permitting
- Phase 4: construction management services to assist with any site changes and quality control

Utilizing the RFQ solicitation process, in March of 2018, staff selected ORW Architecture (ORW) as the most qualified proposer to complete Phase 1. Upon successful cost and scope negotiations, Council approved a Phase 1 contract with ORW Architecture on [July 3, 2018](#). ORW was charged with evaluating three alternatives, including rebuilding City Hall in its current location, building new at the current location of Courts/Council Chambers, and retrofitting Briscoe School. All options were evaluated through the lens of projected space needs of the City.

Conceptual site plans and estimates for the three alternatives were presented to Council on [February 5, 2019](#), including a [Power Point](#) presentation by ORW. Council did not support any of the alternatives and councilmembers expressed dissatisfaction that a seismic retrofit of the existing City Hall had not been included as a fourth alternative. As discussed previously, a seismic evaluation had been performed by Miller Consulting Engineers (Miller) in 2015, but the study had two important deficiencies. Foremost, Miller only explored the minimum upgrades necessary to ensure occupants could safely escape the building following a seismic event.

The seismic upgrades detailed in the engineer's report were not intended to ensure the building would remain functional after a seismic event. The second major deficiency was that Miller only provided an estimate for direct construction costs. The estimate did not incorporate any soft costs, such as temporary office space, necessary system replacements and upgrades, flashing and bracing, architectural and engineering fees, or costs associated with permitting and compliance. These costs are substantial. Without soft costs, it is impossible to compare Miller's estimate to the alternatives studied by ORW. Consequently, staff was asked to return to Council with concepts and costs of a seismic retrofit alternative that could be compared to the other three alternatives. The charge was specific: present the minimal seismic upgrade necessary to ensure City Hall, which is over one hundred years old, will provide another hundred years of civic use.

Pursuant to this charge, concept and cost estimates were developed. The attached seismic retrofit proposal envisions a building intended to remain intact after a seismic event, provide for the current needs of the City and the community, and deliver flexibility to accommodate changes and some growth in future decades.

FISCAL IMPACTS

The cost estimate for seismic retrofit of City Hall is based on conceptual design. Cost summaries provided below include all four alternatives ORW has explored under their current contract with the City. Greater detail is available in the attached cost estimate spreadsheet (Attachment 1). Notice that the cost summaries incorporate direct construction costs and soft costs.

Alternative	Total Cost (2019)	Area (Square Feet)	Cost per Square Foot
1. Rebuild at 20 E Main (adds a 3 rd / 4 th story)	\$12,317,001	15,500	\$781
2. Renovate Briscoe School*	\$15,254,001	32,000	\$477
3. Build new at Council Chambers/Courts*	\$18,918,001	32,000	\$591
4. Seismic retrofit of existing City Hall	\$6,065,001	8,600	\$681

* Estimates **include offsets from selling** the Community Development building, **but not City Hall**. City Hall has not been assigned a real market value, so an objective estimate is not readily available.

Note: total costs shown in 2019 dollars; anticipate 5.5% cost escalation each year

To aid discussion, a comparison of the direct construction costs between the seismic retrofits proposed by ORW and Miller is provided below. Please note that Miller's estimate, which was developed in 2015, has been escalated to accurately reflect 2019 costs.

Designer of Seismic Retrofit Option	Direct Construction Costs Only (2019)
Miller, escalated* (post-event safe exit only)	\$1,765,312
ORW (post-event building remains functional)	\$4,688,000

* escalation was calculated using the published RMS Historical Cost Index for first quarter 2019 (national average), then adjusted for region-specific escalation according to the RMS City Cost Index for Medford, 2019.

Once a preferred alternative is identified by Council, a more refined cost estimate will be developed during preliminary and final design. Funding for the selected alternative will likely need to be obtained via loans or bond issuance.

DISCUSSION QUESTIONS

Staff suggests utilizing this Study Session to evaluate the four alternatives against the decision criteria recommended by ORW in their February 5, 2019 presentation. To assist with the evaluating process, Staff suggests the following steps:

1. Review the decision criteria proposed by ORW (Attachment 2). These are the items that ORW believes may be of importance to Councilors in their evaluation of the best alternative
2. Determine whether any criteria should be omitted from the list or added to the list. Approve a final list of evaluation criteria – a short list of the most important priorities tends to be the best approach.
3. Rank each alternative against the approved criteria. Staff suggests using a scale of 0 to 5 and has provided a ranking matrix, modeled after the evaluation system developed by the ad-hoc City Hall Advisory Committee (Attachment B).
4. Discuss ranking results, attempt to reconcile differences, and prepare to provide a final recommendation when requested by staff during the Regular Council Meeting on October 15, 2019.

SUGGESTED NEXT STEPS

Staff will bring Council a decision on the final recommendation for City Hall improvements. Funding will be the next challenge as Council and staff review funding options to include loans and bonds. It is recommended that the Council take action to select the preferred alternative for City Hall, then direct staff to participate with Council on funding mechanisms.

REFERENCES & ATTACHMENTS

Attachment 1: Concepts and Conceptual Cost Estimates of Seismic Rehabilitation (ORW Architecture)

Attachment 2: City Hall Replacement Ranking Sheet

References to prior Council meetings and presentations are linked in this document

Project Cost Model - Spring 2019

HARD COST MODELING ASSUMPTIONS (Construction Costs)

General Notes

1.

To reflect level of cost specificity for a Concept Design, building and site costs are rounded.
2.

All labor rates based on prevailing wages.
3.

Concept costs include building upgrades, system replacements, and quality materials reasonable for a 100 year civic building.
4.

Structure is designed to meet code, not to essential facility standards.

100 Year Building Renovation

5.

The 100 year building approach is a comprehensive renovation that replaces building systems, improves security and accessibility, and creates a flexible floor plate with more equitable access to light and views.
6.

The renovation retains and seismically upgrades the exterior building shell. Seismic upgrade includes removing the original demising wall, and replacing the second floor and roof framing assemblies. As a result of this work, all interior walls are removed.
7.

The building systems are replaced with new Mechanical Electrical Plumbing (MEP) services. New mechanical system is Variable Refrigerant Flow (VRF) with Energy Recovery Ventilation (ERV). Mechanical equipment to be located on the roof; current area of mechanical well is allocated to occupiable area on second floor. Electrical is all LED lighting and includes 1.5% Solar. Plumbing includes new fixtures and underground services.
8.

Building envelope upgrades include new roof, new energy-efficient doors and windows (many upgraded from single-pane), wall patching as required from seismic anchors, and paint.
9.

Includes a new 2-stop elevator accessed from an interior public lobby for improved accessibility (appximately \$75K construction cost).
10.

Small renovation builds less but includes less economy of scale for costs. Costs include careful demolition for exterior walls to remain, shoring, and protection of exterior building façade. To retain exterior walls, renovation process would construct project from the inside-out which is slower than building new construction. Keeping historic exterior walls limits the extent of glazing to existing openings, which are custom-sized but results in fewer windows to purchase. Location is a tight construction site with limited access, potentially results in +/- 15% higher construction cost. Excludes hazardous materials abatement.
11.

Site costs include higher allowance for demolition due to constrained site. Includes rebuilding sidewalk/entry feature to curbs.
12.

City Hall renovation costs range from \$400-\$500/SF; cost model based on \$450/SF.

SOFT COST MODELING ASSUMPTIONS (Non-Construction Costs)

13.

Solar allowance calculated as 1.5% of Construction Subtotal.
14.

For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown.
15.

Move costs based on professional mover (insured, prevailing wages) of \$1.25/SF per move.
16.

Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs.
17.

Project contingency based on 15% for renovations. Contingency is intended to address portions of hard and soft costs, and unforeseen construction conditions.
18.

Escalation is currently volatile and difficult to predict over several years. Cost model estimates show escalation over the course of five years calculated at an average of 5.5% per year (compounded).

Project Cost Table

See Note	Location/Building	Unit Cost	Area SF	Build Time (mo.)	Move Time (mo.)	Total Time (mo.)	Construction Cost	Solar Cost (1.5%)	Project Conting'y (%)	Project Conting'y (\$)	Total Construct'n Cost	Temp Space (rent)	Moving (out+in)	Other Soft Costs (%)	Other Soft Costs (\$)	Total Cost 2019	Total Cost 2024	Total Cost/SF 2019
	City Hall Site																	
1-18	New City Hall Building	\$450	8,600	14	2	16	\$3,870,000	\$61,000	15%	\$581,000	\$4,512,000	\$192,000	\$20,000	25%	\$1,129,000	\$5,853,000	\$7,650,000	\$681
	City Hall Site	\$40	4,000	0	0	1	\$160,000	\$0	10%	\$16,000	\$176,000	\$0	\$0	20%	\$36,000	\$212,000	\$278,000	
	City Hall Totals					16					\$4,688,000				\$1,165,000	\$6,065,001	\$7,928,000	

Attachment 2: City Hall Replacement Ranking Sheet

This scoring sheet is a tool to help councilmembers identify the most suitable alternative for replacing City Hall, or at least either narrow down the list of alternatives. Staff suggests the following actions:

1. Review the decision criteria proposed by ORW, below.
2. Approve a final short list of evaluation criteria
3. Score each alternative against the approved criteria. Using a scale of 0 to 5, where 0 = not a priority, or option performs very poorly on this criterion, and 5=highest priority, or option performs very positively on this criterion.

Proposed Decision Criteria	Seismic Upgrade of Existing City Hall	Rebuild at Existing City Hall Site	New Building at Civic Center/	Renovate Briscoe School
1. Project Cost (2019)	\$6.1M Score:_____	\$12.3M Score:_____	\$18.9 Score:_____	\$15.3 Score:_____
2. Proximity to downtown	Highest Score:_____	Highest Score:_____	Low Score:_____	Medium Score:_____
3. Consolidation of staff and services	Low Score:_____	Low Score:_____	High Score:_____	High Score:_____
4. Proximity to public transit/bike	High Score:_____	High Score:_____	Med/High Score:_____	High Score:_____
5. Sustainable opportunities	High Score:_____	High Score:_____	High Score:_____	High Score:_____
6. Outside of the Hosler Dam Inundation Zone	No Score:_____	No Score:_____	Yes Score:_____	Yes Score:_____
7. Parking Availability	Low Score:_____	Low Score:_____	High Score:_____	Medium Score:_____
8. Proximity to Services	High Score:_____	High Score:_____	Low Score:_____	Medium Score:_____
9. Access to views	High Score:_____	High Score:_____	Medium Score:_____	Medium Score:_____
10. Minimizes temporary relocation Impacts	High impact Score:_____	High impact Score:_____	Low impact Score:_____	No Impact Score:_____
11. New Building or Renovation	Renovation Score:_____	New Score:_____	New Score:_____	Renovation Score:_____
12. Other:				
13. Other:				
Total Score				

Council Business Meeting

October 15, 2019

Agenda Item	City Hall Direction	
From	Paula Brown, PE Kaylea Kathol, PMP	Public Works Director Public Works Project Manager
Contact	paula.brown@ashland.or.us ; (541) 552-2411 kaylea.kathol@ashland.or.us ; (541) 552-2419	

SUMMARY

Before the Council is a request to provide direction for the future of City Hall with the following options as presented at the study session on September 30, 2019:

1. Rebuild a new building at the current downtown City Hall location at 20 E. Main Street
2. Renovate Briscoe School to include Community Development/Engineering and City Hall personnel and functions
3. Build new at Council Chambers/Courts to include Community Development/Engineering, City Hall, and Courts personnel and functions
4. Seismic and internal systems retrofit of existing City Hall

The earthquake vulnerability of the building presents the most pressing concern. The interior of City Hall has been reconfigured multiple times since 1913 but has never had any structural improvements related to seismic mitigation. The current City Hall is vulnerable to earthquake activity, has deficient utility systems and inadequate accessibility.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services
- Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

Previous councils and the current council have seen multiple presentations on City Hall. The more recent discussions began in 1993 with the Planning Commission's approval for a new 10,000 square foot city office building at 1175 East Main Street near the current Council Chambers. On November 30, 1993, due to significant community opposition to moving the existing City offices from downtown, Council directed by resolution [93-41](#), the formation of an ad hoc space needs committee and withdrew the City's application for site review of the proposal at 1175 East Main Street. In April 1994, the ad hoc committee presented its [report](#) to the City Council. The committee concluded that additional space is needed for city offices located downtown and that the existing City Hall building should be rehabilitated as soon as possible to include at a minimum compliance with all current applicable codes, ordinances and energy conservation standards. The City began the acquisition of the Hillah Temple (51 Winburn) to alleviate the need for more space as Public Works administration and engineering division was in leased space across the plaza from City Hall. An additional outcome of the ad hoc space needs committee was the original seismic evaluation in [1994](#).

- The City acquired the Hillah Temple in October 1998, renovated/reconstructed the building in 2000, and it now houses the Community Development and Engineering staffs.
- In 2002, the City contracted with Architectural Design Works to evaluate long-term options for City Hall.
- In 2008, the City Council formed the Facilities Master Plan Committee and contracted with OgdenRoemerWilkerson (now ORW) to develop the long-term plan and vision. Council deferred action on the 2008 final report pending completion of Fire Station #2 and expansion of the Police Station.

More recently, the following actions regarding City Hall have been presented or taken:

- The 2014 “[Ashland 2020](#)” strategic plan identified “Examine City Hall replacement and other facility needs” as a priority goal (see page 10).
- [June 15, 2015](#) Council study session; begin the replacement discussion and requested an updated seismic analysis for City Hall.
- [February 1, 2016](#) Council study session; heard updated findings of the 2015 seismic evaluation and provided a safe egress retrofit cost
- [January 17, 2017](#) Council business meeting; presented a consolidated report of actions to date
- April 4, 2017 Council business meeting; [appointed an ad hoc City Hall Advisory Committee](#) to review feasible alternatives for the replacement of City Hall.
- [October 3, 2017](#), Council heard a presentation from staff and received the ad hoc City Hall Advisory Committee’s Final Report and Recommendations for the replacement of City Hall.
- [December 4, 2017](#) study session; review Ad Hoc recommendations and develop next steps in selecting a consultant to develop conceptual plans based on the recommendations for City Hall at the current site, at the Civic Center site and to also look at the Briscoe School site.
- [July 3, 2018](#) business meeting; award contract to ORW for Phase 1 – Conceptual Design (\$97,085)
- [February 5, 2019](#) study session; conceptual site plans and estimates for the three alternatives including a [Power Point](#) presentation by ORW. Council did not support any of the alternatives and expressed dissatisfaction that a seismic retrofit of the existing City Hall had not been included as a fourth alternative.
- [June 3, 2019](#) study session to present a conceptual [design](#) and cost estimate to complete the seismic and systems upgrade to City Hall was cut short due to other items on the agenda
- [September 30, 2019](#) study session completed the review of all four options as shown in the summary on page 1 of this staff report, as well as the risks of not having an adequate plan and the costs relative to the current fiscal climate.

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for over 25 years. The building is seismically vulnerable, all of the systems (plumbing, electric, air) are old and in need of complete replacement, the layout has been reconfigured a number of times and lacks meeting space, the building is only moderately accessible, and has no room for even moderate growth. City Hall was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder’s Office on the first floor. The current stucco veneer was added to the building at that time with the unreinforced brick masonry walls of the original building continue to form the skeleton of City Hall. A partial second story was added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. The newer rear section of the building that now houses the Finance Department was built in two phases with the second floor completed in 1998. Historic photos are attached (see attachment 1).

FISCAL IMPACTS

The cost estimate for seismic retrofit of City Hall is based on conceptual design. Cost summaries provided below include all four alternatives ORW has explored under their current contract with the City. Greater detail is

available in the attached cost estimate spreadsheet (Attachment 1). Notice that the cost summaries incorporate direct construction costs and soft costs.

Alternative	Total Cost (2019)	Area (Square Feet)	Cost per Square Foot
1. Rebuild at 20 E Main (adds a 3 rd / 4 th story)	\$12,317,001	15,500	\$781
2. Renovate Briscoe School*	\$15,254,001	32,000	\$477
3. Build new at Council Chambers/Courts*	\$18,918,001	32,000	\$591
4. Seismic and systems retrofit of existing City Hall	\$6,065,001	8,600	\$681

* Estimates include offsets from selling the Community Development building, but not City Hall. City Hall has not been assigned a real market value, so an objective estimate is not readily available.

Note: total costs shown in 2019 dollars; anticipate 5.5% cost escalation each year

On [July 3, 2018](#), Council [awarded](#) ORW the contract for City Hall Phase 1 – Conceptual Design for an amount not to exceed \$97,085. The contract was modified to include the seismic and systems retrofit conceptual design requested by Council at the February 5, 2019 meeting for an additional \$15,767.75. The total spent to date is \$112,852.75 (100%). The 4 phases of the original request for proposals include the following:

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative.
- Phase 2: preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected)
- Phase 3: final engineering design and plans for the selected alternative and final cost analysis; easements and permitting
- Phase 4: construction management services to assist with any site changes and quality control

With council's direction tonight, staff will move forward to negotiate a scope and fee for phase 2 and bring that back to Council for approval.

Council [approved](#) the 2019-2038 Capital Improvements Program (CIP) on [April 2, 2019](#), which includes a 6+ year total of \$6,700,000 for City Hall Improvements (see attachment 2 for the single project sheet for City Hall). In the current 2019-21 biennium budget, there is \$400,000 included for design and miscellaneous construction for City Hall. The expenses incurred with ORW are primarily in the prior biennium, so that the majority of the \$400,000 is available this biennium.

STAFF RECOMMENDATION

Staff is very aware of the current fiscal climate and is cognizant of what could be viewed as an extravagant expense. Staff is also mindful of the need to adequately address seismic concerns, correct deficient utility systems and provide a facility that will at a minimum meet the needs for City staff and community for the next at least 40 years if not the hoped for 100-year future.

As such, staff is recommending Council move forward with option 4 which will make all necessary seismic improvements, rebuild the interior of City Hall with improvements to not only systems but the functional layout to allow for purposeful use of the facility for a minimum of 40 years.

With Council's direction tonight, staff will bring back phase 2 of the contract and will also bring a separate item to council on the overall City facilities needs and excess property for disposal.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move approval of staff's recommendation to move forward with option 4 which will make all necessary seismic improvements, rebuild the interior of City Hall. I further direct staff to bring back phase 2 of the design contract and to bring back an additional staff report of City facilities and properties.
2. I move approval of option ____; and further direct staff to bring back phase 2 of the design contract and to bring back an additional staff report of City facilities and properties.
3. I move staff take different actions regarding City Hall and [** state action required **].

REFERENCES & ATTACHMENTS

All referenced items are linked in this document.

Attachment 1: Historic Photos of City Hall

Attachment 2: 2019-39 CIP City Hall page 81

The image below was taken prior to the 1913 additions. The exterior staircase is still in the same location.



The image below shows the 1913 addition to the north.



The one story building to the east is the area where Utility Billing is located. The image below shows a building in that location. That building was removed; City Hall was expanded towards the street and to the left. The window in the picture with the hardware sign above is now the location of the angled window at Martoli's.



The small addition at the south end of the building, now a portion of the Finance Department, is visible behind the parked cars



After the 1994 seismic report, a second story was added [1997-98] above the south addition and is now part of Finance and the upstairs corner conference room.



facilities fund (CIF)

City Hall Improvements and Renovations

Total Project Cost: **\$6,700,000**

Proj #: 2016-14

Duration: 6+ years

Prior Yr	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Expenses:						
Design	\$97,100	\$100,000		\$650,000		
Construction		\$100,000	\$200,000		\$2,000,000	\$3,000,000
Revenues:						
Fees	\$97,100	\$200,000	\$200,000			
SDCs						
Grant						
Other				\$650,000	\$2,000,000	\$3,000,000

"Other": Bond issue. Total costs will be determined on Council direction in April 2019. Staff will update this sheet.

Anticipated Long Term Expenses: City facilities must be adequately maintained and have funds set aside and protected for future major expenses and capital repair items (roof, HVAC, electric, security, etc.).

Description:

The City has been discussing the reconstruction or relocation of City Hall for more than 20 years. The building is seismically vulnerable, lacks meeting space and has no room for growth. However, it is the earthquake vulnerability of the building that presents the most pressing problem. The interior of City Hall has been reconfigured several times since 1913 but has never had any structural improvements related to seismic mitigation. This initial project is for immediate repairs and seismic and system upgrades at the existing site.



Council Business Meeting

December 3, 2019

Agenda Item	Award of Contract for City Hall Phase 2; Design and Construction Documents	
From	Paula Brown, PE Kaylea Kathol, PMP	Public Works Director Public Works Project Manager
Contact	paula.brown@ashland.or.us ; (541) 552-2411 kaylea.kathol@ashland.or.us ; (541) 552-2419	

SUMMARY

Before the Council is approval of a contract for professional engineering/architectural services with ORW Architecture (ORW) to provide City Hall Phase 2 Design and Construction Documents for a base cost of \$404,431. The preferred contract for this type of service is a standard American Institute of Architects (AIA) owner-architect agreement for building design and construction contract administration, a draft of which is attached (see attachment 2). The final contract document will be approved by the City's legal team with the scope and fees attached as shown in attachment 3. This Phase 2 work includes both:

- A. preliminary engineering and refined costs of the selected alternative; detailed staff moves and site options, which in architectural design terms is the schematic design phase; and
- B. final engineering design and plans for the selected alternative and final cost analysis and permitting, which in architectural design terms completes the design development and construction documents phase.

ORW has proposed an alternative to meet the full LEED, Leadership in Energy and Environmental Design, certification and acceptance process which includes a cost to the architect/engineering team of \$81,400. If Council wishes to include this LEED framework to create healthy, highly efficient and ultimately a cost-saving green building for life-cycle sustainability in this portion of the scope, the total cost for Phase 2 would be \$485,831. Please note that this cost increase is only for the LEED design and final certification and does not include the costs of the systems that will be added during construction. The costs for the systems will be evaluated and included in the final design and construction cost estimates.

Staff is asking for contract approval for either the base work (option 1 for \$404,431), or the base work plus the additional LEED certifications (option 2 for \$485,831).

At the October 15, 2019 meeting, Council provided direction to retain City Hall at its existing location and directed staff to evaluate the costs of constructing either a new two-story building or re-building within the existing City Hall frame. At this meeting staff will present the initial results from ORW (see attachment 1) on those two design options and seek approval to move forward with the design of a new 2 story City Hall at the same location at 20 E. Main Street.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services
- Continue to leverage resources to develop and/or enhance Value Services: Emergency Preparedness

CEAP Goals:

1. Reduce Ashland's contribution to global carbon pollution by reducing greenhouse gas emissions associated with City, residential, commercial, and industrial activities.
2. Prepare the city's communities, systems, and resources to be more resilient to climate change impacts.

CEAP Strategic Initiatives: Support climate-friendly land use and management.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

As thoroughly discussed at the October 15, 2019 meeting, previous councils and the current council have seen multiple presentations on City Hall and how to structurally and seismically improve the existing facility or evaluate options to relocate and rebuild City Hall completely. The most recent discussions began with the April 2017 formation of the City Hall Ad Hoc Advisory Committee. Eight meetings and 18 months later, Council provided direction to remain at the current location at 20 E. Main Street with the same two-story configuration.

At the [July 3, 2018](#) business meeting Council awarded a professional engineering/architectural services contract to ORW for Phase 1 – Conceptual Design (pre-design phase) in the amount of \$97,085 to evaluate conceptual site designs for the initial three sites; City Hall in its current location, Civic Center and Briscoe School. The contract was modified twice; (1) to include only seismic and systems improvements for the existing two-story City Hall (\$15,676.75); and (2) to evaluate the costs of constructing new building versus rebuilding within the existing City Hall frame (\$5,500). The total spent to date on Phase 1 conceptual pre-design is \$118,352.75.

The basis for award in July 2018 was through a request for qualifications (RFQ) solicitation. The four stages of the project included in the RFQ were;

- Phase 1: conceptual design renderings and conceptual costs for each of the selected alternatives to include risks associated with each alternative; pros and cons of each alternative, and a relative time line. As part of this phase, the contractor will propose a process for selecting a preferred alternative. In architectural design terms this is ***conceptual pre-design phase***.
- Phase 2: A. preliminary engineering and refined costs of the selected alternative; detailed staff moves and property options (depending on the site selected). In architectural design terms this is ***schematic design phase***.
B. final engineering design and plans for the selected alternative and final cost analysis and permitting. In architectural design terms this is completes the ***design development*** and ***construction documents phase***.
- Phase 3: construction management services to assist with any site changes and quality control. In architectural design terms this is the ***bidding and construction administration phase***.

As originally presented to council, each phase will be separately negotiated for cost, scope and time, and a separate contract for each phase will be developed and approved by Council. A clause in the RFQ and initial phase indicates the intention to continue with the same consultant for subsequent phases but allows the City to stop at any time and renegotiate each phase independently through a separate RFQ process.

This item tonight is to approve phase 2 for design and construction documents. The contract, scope of services and architectural/engineering fee is attached. The Council and community will have an opportunity to comment on the exterior design prior to finalizing this portion of the project. Phase 3 will come back to council once the project is ready to go to construction.

In addition to providing direction to remain at the existing site, Council, at the October 15, 2019 meeting, directed staff to assess the pros and cons and cost differences of either demolishing the existing structure and constructing a new City Hall building or gutting the existing City Hall structure from within, retaining the exterior and

rebuilding. Staff modified the ORW contract to have the team perform a comprehensive charrette (focused workshop) with ORW, Adroit, and Ciota Engineering to identify the opportunities, constraints, costs, design and construction considerations, and time implications of designing and then constructing new versus renovation. As ORW will describe, the results of the were intense and productive. Working with the Council's directive of a 100-year building for either scenario, building new on the existing site results in a building that is larger, safer, faster to build, and less expensive. ORW's assumption was that if building new, the design would include higher quality materials that would fit into the downtown context and meet historic guidelines (brick with some brick detailing, and a few precast concrete accents), thus the budget would likely be the same but would result in a higher quality building and contingencies for unknown risks would be significantly less. ORW recommends pursuing new construction for Ashland City Hall to provide a building that is safer and more durable, has a larger floor area, and is constructed faster with less risk and less expense. Details are in ORW's report included as attachment 1.

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for over 25 years. The building is seismically vulnerable, all of the systems (plumbing, electric, air) are old and in need of complete replacement, the layout has been reconfigured a number of times and lacks meeting space, the building is only moderately accessible, and has no room for even moderate growth. City Hall was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder's Office on the first floor. The current stucco veneer was added to the building at that time with the unreinforced brick masonry walls of the original building continue to form the skeleton of City Hall. A partial second story was added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. The newer rear section of the building that now houses the Finance Department was built in two phases with the second floor completed in 1998.

FISCAL IMPACTS

The cost estimate for demolishing and rebuilding City Hall is based on conceptual design and was provided to council at the October 15, 2019 meeting (\$6,065,001 in 2019 costs). Staff has updated the costs and included all phases of architectural design and is currently reflecting a cost of \$7,250,000 in 2020 dollars for planning purposes. It is anticipated that Council will consider a bond for this public improvement.

Council [approved](#) the 2019-2038 Capital Improvements Program (CIP) on [April 2, 2019](#), which includes a 6+ year total of \$6,700,000 for City Hall Improvements (see attachment 2 for the single project sheet for City Hall). In the current 2019-21 biennium budget, there is \$400,000 included for design and miscellaneous construction for City Hall. The expenses incurred with ORW are primarily in the prior biennium, so that the majority of the \$400,000 is available this biennium.

STAFF RECOMMENDATION

Staff recommends either option 1 or 2 below; approving a contract for professional engineering/architectural services with ORW to provide City Hall Phase 2 Design and Construction Documents. Staff is absolutely supportive of energy efficient sustainable design, but is silent on the recommendation for LEED certification and leaves that option to Council. Council's design approval will keep the process moving forward, get the City one step closer to better cost estimates and construction timing, and enable community involvement in the final design process.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move approval of staff's recommendation to approve a contract for professional engineering/architectural services with ORW to provide City Hall Phase 2 Design and Construction Documents for a base cost of \$404,431. This option is without meeting the green building standards and gaining LEED certification, but requests staff and the design team meet all CEAP goals as appropriate.

2. I move approval of staff's recommendation to approve a contract for professional engineering/architectural services with ORW to provide City Hall Phase 2 Design and Construction Documents for a base cost of \$404,431 plus the additional cost of \$81,400 in this phase to include LEED certification and acceptance process for a total Phase 2 cost of \$485,831.
3. I move staff end the current relationship with ORW and re-open the remainder of the solicitation for professional engineering/architectural services for City Hall.
4. I move staff take different actions regarding City Hall and **[** state action required **]**.

ATTACHMENTS

1. ORW Report: Ashland City Hall – New or Renovation Considerations
2. ORW Scope of Services for City Hall Phase 2 Design and Construction Documents
3. Standard AIA Contract Documents

REFERENCES

1. City Hall Business Meeting October 15, 2019: [staff report](#) and [minutes](#)
2. City Hall Business Meeting April 2, 2019: [staff report](#) and [minutes](#)
3. City Hall Business Meeting July 3, 2018: [staff report](#) and [minutes](#)

Ashland City Hall – New or Renovation Considerations

October 31, 2019



INTRODUCTION

As a follow-up to the City Council's October 2019 decision to move forward with the Ashland City Hall project, ORW Architecture was asked to provide insights on renovating the existing City Hall or building a new City Hall.

ORW Architecture, Ciota Engineering, and Adroit Construction participated in a workshop to identify and compare considerations and cost impacts for renovating the existing Ashland City Hall or construction of a new two-story City Hall on the current site. At Council's direction for a 100-Year building, both options would need to deliver a safe, accessible, functional, durable building for approximately 100 years (with appropriate system updates or replacements as needed through the life of the building). The following considerations were identified:

100 Year Building

In both options, the goal is for City Hall to be constructed or reconstructed so the primary systems such as the structure and building envelope, will be safe, durable, and last approximately 100 years. Some elements such as the mechanical system or roof, will be replaced at the end of their intended life cycles.

For the renovation option, all but three exterior walls are demolished (north, west, and south). The east wall is rebuilt to create a seismic separation from the adjacent building. Floors are removed to create a consistent floor elevation and optimize the building's footprint. Roof and framing are replaced, all doors, windows, mechanical, electrical, and plumbing systems are replaced. In rough terms, the building is not being saved but most of the exterior walls are retained though would need to be upgraded structurally and repaired.

Structural Upgrade

In both new and renovation options, the building will be structurally and seismically designed or improved to meet current structural codes. Also, in both options the east wall will be new to allow for a required seismic separation between the City Hall and the adjacent building.

Along the existing west elevation (facing the plaza), window and door openings are not uniformly stacked atop one another, leaving little continuous wall space to create seismic rigidity. For the renovation, the likely structural solution that balances cost, safety, and durability would be constructing a Concrete Masonry Unit (CMU) building-within-a-building to stabilize and anchor the existing walls to and protect occupants. Load-bearing construction of this type requires larger foundations. The CMU strategy takes up additional floor space as compared to traditional stud framing, making the resulting floor area smaller than new construction (a minimum of 600 SF smaller).

Risk

A detailed understanding of the existing conditions are unknown, and exterior unreinforced masonry walls are expected to be fragile. If renovating, the existing walls to remain would need to be carefully separated, shored, and protected throughout the life of construction which requires additional time and expense. There is also a risk of wall decomposition during demolition and construction.

Safety

The structural system for renovation will be different from new construction but building occupants will be equally protected from a seismic event. However, during a seismic event the existing exterior walls are not guaranteed to perform equal to new construction and could pose a hazard to passers-by due to failing bricks or plaster. Special measures are also required to protect the construction team from hazards during construction.

Construction Schedule and Staging/Logistics

The project is relatively small but on a tight site with significant pedestrian and vehicle traffic, and minimal adjacent staging areas. For a new building, the construction duration is expected to be approximately 12-14 months. For a renovation, the demolition, excavation, and foundation work would primarily be handwork in lieu of using heavy equipment to protect the existing walls. The structural upgrade strategy is also more time intensive as compared to new construction. These renovation efforts are expected to add approximately 4 months to the schedule resulting in a construction duration of 16-18 months.

Testing

If pursuing renovation, extensive testing of existing conditions will be required during design to confirm existing material conditions and details of the proposed structural solution. If the building is occupied during design, tested locations may need to be repaired to accommodate continued occupancy.

Sustainability

Sustainable opportunities for both options are similar. In both scenarios, most or all of the existing building is demolished, and some materials could be recycled. For a renovation, three walls would not be sent to the landfill, yet the extended construction schedule results in additional vehicle trips and other carbon generating construction activities. For new construction, there is a potential for recycling bricks from the exterior walls, and additional or taller windows could be provided to allow for more daylighting. Because mechanical, electrical, and roof systems are replaced in both options, they offer similar opportunities for energy-saving systems and solar.

Architectural Design

For a renovation, the exterior design is expected to be very similar to the existing building, with new paint to cover the structural upgrade connections and repairs. For a new building, the design will meet Ashland zoning and historic district requirements, fit into the architectural context of downtown Ashland.

Project Costs, Fees, and Contingencies

Construction costs are driven by the budget and design. Design needs to advance to provide more accurate estimates, but the workshop addressed a series of cost differences to consider at a conceptual level:

- Abatement of hazardous materials will be similar for either option due to the extent of demolition.
- Material testing to confirm structural solution for renovation estimated at \$15,000-\$20,000 as compared to none for new construction.
- Demolition for renovation would be primarily handwork, estimated at \$20-25/SF (\$160,000-\$200,000). Demolition for new construction would primarily be heavy equipment estimated at \$8-\$10/SF (\$64,000-\$84,000).
- Sitework and foundation prep (excavation for utilities and new footings, avoiding existing footings, etc.) for renovation would be primarily handwork, estimated at \$40/SF for the site footprint (\$160,000). This compares with \$20/SF for the site footprint (\$80,000) for new construction.
- Shoring existing walls for renovation estimated at \$50,000-\$75,000 as compared to none for new construction.
- Some exterior wall repair for renovation is expected but extent is unknown, to be determined by material testing and design solution.
- For new construction, the exterior building envelope could be a variety of materials. Brick is a likely choice due to Ashland's downtown context; brick is more expensive than many materials but is expected to be more than offset from the handwork costs, shoring, and extended schedule required by a comprehensive renovation.

Design fees are higher (generally 25%-35% more or approximately \$100,000) for renovation than for new construction to carefully document existing conditions, address unknowns discovered from testing and demolition, and more construction administration time due to a longer construction duration.

For cost estimating purposes, a project contingency is provided for both options to account for market fluctuations and other unknowns to keep the project on budget. The contingency amount depends on project conditions and is used through the design and construction process. For new construction the contingency may be 8-12% because there are fewer unknowns. For the renovation, it may be 15-20%.

Recommendation

ORW Architecture recommends pursuing new construction for Ashland City Hall to provide a building that is safer and more durable, has a larger floor area, and is constructed faster with less risk and less expense.

Ashland City Hall - Fee Summary

November 6, 2019



DESIGN FEES

A: Total Basic Services	Firm	
Architecture	ORW	
Structural	Ciota	
Civil	Dew	
Landscape	KLA	
Mechanical/Plum	Marquess	
Electrical	Marquess	
Total Basic Services		\$451,500

B: Supplemental Services	Firm	Fee
Land Use Approvals	ORW	\$24,750
Estimating	ACC	\$26,400
Total Supplemental Services		\$51,150

C: Optional Services	Firm	Fee
LEED Certification	Brightworks	\$49,500
LEED Energy Modeling	Brightworks	\$16,500
LEED Design/Coordination	ORW, Marquess	\$15,400
Public Involvement	ORW	\$7,140
Record Drawings	All	\$20,000

DESIGN FEES BY PHASE

	Schematic Design	Design Development	Construction Documents	Bidding + Permitting	Construction Administration	Total Fees
	20%	22%	34%	2%	22%	100%
Basic Services	\$90,300	\$99,330	\$153,510	\$9,030	\$99,330	\$451,500
Supplemental Svs	\$16,880	\$16,880	\$17,391	\$1,023	\$11,253	\$63,426
Optional Svs (Public Involvm't)	\$7,140	\$0	\$0	\$0	\$0	\$7,140
Reimbursable Expense Allowance	\$1,000	\$1,000	\$1,000	\$0	\$2,000	\$5,000
Fees by Phase	\$115,320	\$117,210	\$171,901	\$10,053	\$112,583	\$527,066
Phase 2 Fee			\$404,430			
Phase 3 Fee					\$122,636	

SCOPE CLARIFICATIONS

- Design fees assume new construction with structural design to meet current codes.
- Includes VE discussions if needed for cost reductions, excludes design and documentation effort (TBD)
- Security/Surveillance, Access Controls to be City or Vendor provided if desired.
- Permits, SDC costs, and other approval process fees to be paid by City.
- Assumes General Contractor through Competitive Bid format.
- Excludes Acoustic and Audio/Visual consulting. Assumes coordination of City-provided A/V elements in conference rooms.
- Includes 3 estimates, 1 each at 100% SD, 100% DD, 50% CD.
- **LEED Certification:** optional service includes LEED management process, energy modeling, and registration with USGBC. Excludes certification fees (due to small scale of project, USGBC review fees estimated to be \$4000). Excludes construction costs of LEED strategies. Design Team fee is an allowance based on 10 design coordination meetings, 14 construction coordination meetings (24 meetings total).
- **Public Involvement:** includes one public forum with preparation and presentation.
- **Record Drawings:** includes design-initiated changes (not contractor-initiated changes).
- **Design Schedule:** Base fee assumes new building, continuous work of design through construction. SD 3 mo., DD 4 mo., CD 4 mo., Bid/Permit 2 mo.
- **Construction Schedule:** Base fee assumes new building with 13 month construction phase.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «■» day of «■» in the year «■»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«[Ashland City Hall](#)»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes:

(3B9ADA4A)

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	« »
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	

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§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to

mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:



.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:



§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
« »				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category

Rate (\$0.00)

« »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

« »
OWNER (Signature)
« »« »
(Printed name and title)

« »
ARCHITECT (Signature)
« »« »
(Printed name, title, and license number, if required)



Council Business Meeting

February 4, 2020

Agenda Item	Mayor Presentation Capital Needs and Financing Bond Proposal	
From	Mayor Stromberg	Mayor
Contact	council@ashland.or.us	

SUMMARY

The Mayor is presenting the Capital Needs and Financing bond proposal to Council with the outcome of the town hall held on January 22, 2020. The presentation is a result of the working group formed by Mayor Stromberg which includes Councilors Graham and Rosenthal, former Mayor Cathy Shaw along with staff support from the City Administrator, the City Attorney, and the Administrative Services Manager. The group has met ten times to produce recommendations for increasing revenue to meet the City's capital needs. As this is a bond proposal, the group met with bond attorneys Harvey Rogers and Carol McCoog from the legal firm Hawkins, Delafield & Wood LLP.

PREVIOUS COUNCIL ACTION

On June 4, 2019, the City Council gave direction to form two ad hoc committees; one looking at revenue and another looking at expenditures to help address concerns that arose when approving the 2019-2021 biennial budget.

On July 8, 2019, the Mayor called a special meeting to form the Cost Reduction/Efficiency/Alternative Funding/PERS & healthcare Strategies ad hoc committee (later named the Cost Review ad hoc committee) and a revenue working group.

On January 7, 2020, the Mayor presented a Capital Needs and Financing presentation to the City Council. The Council requested more time to discuss this topic and to hold a town hall for citizens to speak on this issue.

On January 22, 2020, Mayor Stromberg and Councilors Graham and Rosenthal held a town hall for citizens to ask questions and give general comments on the proposal. An online survey was provided from January 14 until January 23 for those unable to attend the town hall or who wished to provide questions and comments beforehand. The input from the online survey can be found in Attachment 1.

BACKGROUND AND ADDITIONAL INFORMATION

The working group started with multiple concerns. The City Administrator was concerned about necessary General Fund infrastructure maintenance/development projects without provisions for their funding. Mayor Stromberg and Councilor Rosenthal were concerned with cuts contained in the budget that would undermine delivery of essential services. Councilor Graham had proposed during the Budget Process that the City integrate the City's adopted Climate Energy Action Plan (CEAP) with specific funding appropriations. Former Mayor Shaw suggested the group explore issuing long term bonds as a way of reducing the burden of the Public Employee Retirement System (PERS) assessments and the rising cost of health care benefits. All of the group felt it was time to move ahead with a Live Entertainment Ticket Tax as a new source of revenue that would tap discretionary income, primarily of visitors.

The group has focused their efforts on four specific concepts, the first two of which are contained in this Council Communication. They are:

1) Funding a bundle of capital projects via a 20-year facilities bond to be brought to the voters in the May 2020 primary election.

- 2) One component of the above bundle involves solar generating facilities for emergency power/disaster recovery for General Fund Departments and the Emergency Operations Center (EOC). (This 'qualifies' as carbon mitigation in the context of the CEAP.) Similar generating capacity could be developed by the Water, Wastewater and Electric utilities for their disaster recovery needs.
- 3) Restoring funding for currently vacant essential services staffing via a dedicated fee.
- 4) Starting the process of modifying the AMC to establish a Live Entertainment Ticket Tax.

Specifics of items 1) and 2) are contained in this Council Communication. Mayor Stromberg will provide a recommendation to the Council regarding item 4) at a Council meeting early in 2020. A recommendation for item 3) will wait for the results of the facilities bond election (if the Council should choose to put it forth) because the City Administrator will need to move all employees out of City Hall if the City is not making demonstrable progress on addressing its seismic risk. The yet unknown cost of moving employees currently housed in City Hall will require additional funds not provided for in the current budget and must be addressed. Also, by May the group will have a better assessment of the performance of non-property-tax General Fund funding sources (Occupancy and Meals Taxes, franchise fees, etc. as well as a possible ticket tax) all of which may affect the exact amount of the proposed meter fee.

Here are the following findings and recommendation for funding vital capital expenditures:

Project	Estimated Cost
City Hall	\$7,200,000
Resiliency - Solar	\$2,100,000
Community Center	\$500,000
Pioneer Hall	\$500,000
Butler-Perozzi Fountain	\$350,000
TOTAL	\$10,650,000

City Hall: The City Council, during the [October 15, 2019 City Council Business](#) meeting, approved construction of City Hall at the current location. Subsequently, during the [December 3, 2019 City Council Business](#) meeting the City Council approved moving forward with a new City Hall building.

The new City Hall will:

- Be a two-story replacement of the existing building
- Not look like a two-story version of the four-story rendition that was presented to the City Council as a previous Council meeting
- Have a faster project completion timeline than building a building within the current City Hall building. This is important due to the spatial and economic sensitivity of the downtown area
- Allow for 600 feet of additional space for no additional cost. This is due to the fact that the second floor of the current City Hall is only partially enclosed. Mechanical equipment occupies space on a part of the building's rooftop. Many people don't know about this as the mechanical equipment can't be seen from the street.
- Be less costly to meet the energy efficiency goals set out by the City Council via the Climate and Energy Action Plan

Community Center: The Ashland Women's Civic Improvement Club was founded in 1908 for the purpose of improving and beautifying Ashland. The home for this civic organization was built from 1921 to 1922, and was later known as the Winburn Way Community Center (source: nps.gov). After the formal dedication of the clubhouse, the facility was used for meetings, banquets, shows and tourist events until it became a United Service Organization (USO) headquarters during World War II. After the War, it served as the home of the Ashland Parks and Recreation Department for a number of years.

The building became quite run down, and in 1985 the City of Ashland took control of the property, which was restored and rededicated to its original use for local club meetings, dances, exhibitions and presentations. The north facing wall of the building is canted such that the building has been declared unusable. The repair will entail, at a minimum, a new roof structure and wall. As this is an older building, staff is not certain that once the roof is removed that there will not be more damage to repair. It has been estimated that the repair will no more than \$500,000.

Pioneer Hall: Pioneer Hall was originally built in 1921 with the kitchen added in 1925. Significant restoration and expansion was completed in 1988. Pioneer Hall is a City-owned building that has traditionally been used as a community hall, available by reservation for public and private events. A structural assessment and code evaluation of Pioneer Hall identified a number of facility deficiencies primarily focused on the roof structure, seismic rehabilitation, HVAC and ADA requirements. The roof on Pioneer Hall can become overloaded with a snow load and this limits its ability to be utilized in the winter. It has been estimated that the facilities repairs will cost no more than \$500,000

Butler-Perozzi Fountain: The fountain is an historical asset of Lithia Park and has been identified as a high priority for repair due to its age and the rate at which the original stone is deteriorating. The Parks Director has received a quote on the fountain project and believes that \$350,000 from the bond, plus \$70,000 dedicated from the Food and Beverage tax will complete the project. If additional funding is necessary, the Ashland Parks Foundation is willing to launch another fund-raising effort that would focus on the Butler-Perozzi Fountain to bridge the gap. Additionally, the Fregonese Family has also promised to help in the fund-raising effort to honor the late John Fregonese, who was instrumental in repairing the fountain in 1999. With the financial assistance possible through this bond, APRC is confident that the repair and preservation of the treasured Butler-Perozzi Fountain will be successful, and many more generations will be able to enjoy this historic piece of Ashland.

Solar/Micro-Grid Project: An expandable designed, solar and battery storage system, at the EOC for resilient operations in the event of an emergency. Solar/Micro-grid Project Funding

- Expansion of existing resiliency infrastructure at City Service Center/EOC
- Phase one of multi-phased, multi-year solar energy and battery storage system build out
- Expandable design as additional funding and operational opportunities arise
- Ongoing power generation for general City operations when not needed in emergency situations

This project would apply to the entire campus at 90 N. Mountain, which includes the Emergency Operations Center and the center of operations for both Public Works and our Electric Department. Please note that the proposed solar facilities are not associated with the water and wastewater treatment facilities, which are Enterprise Funds. Solar facilities associated with those essential services must be paid for through rates.

FISCAL IMPACTS

The Mayor has assessed the available funding sources which include a fee or a General Obligation Capital Bond and recommends a 20-year capital improvement bond. This is a typical method of funding capital expenditures. For example, most recently the City used the funding mechanism to pay for Fire Station #2.

Project	Estimated Cost	20-Year Bond Per \$1,000 of Assessed Value – Tax Rate
Capital Projects	\$10,650,000	\$0.2625

A property tax payer with a residence with an assessed value of \$400,000 would pay an estimated \$105.00 per year. Currently that same property tax payer pays \$92.00 per year in taxes that will go off the tax rolls June 30, 2020.

Property tax payers in Ashland currently pay \$0.23 per \$1,000 of assessed value for Fire Station #2 (\$0.1035) and the Jackson County Library Construction Bond which was used to build libraries in almost every town in Jackson County including Ashland (\$0.1265). These two bonds will go off the tax rolls on June 30, 2020. In essence, the proposed 20-Year General Obligation Capital Bond to improve City-owned structures will be close to equal to the amount that is going off the tax rolls making it no more than property tax payers are paying now.

MAYOR'S RECOMMENDATION

The City Council has been moving forward with a new City Hall at the current location for over a year and the question of where City Hall should be has been discussed for over 20 years. The City Council appointed an ad Hoc committee whose recommendation was to keep City Hall in its current location downtown. It is time to move forward with a new City Hall in the current location. The City Council has been informed that the City is putting City staff at risk, as City Hall is an unreinforced concrete building that will likely collapse in an earthquake. In addition, the City Council is putting the financial wellbeing of the City at risk as City Hall is a known liability. The City has two well-loved community buildings that are in desperate need of repair. These are old buildings and while they have been regularly maintained the issues that these buildings are experiencing, while not foreseeable are not a surprise considering the age of the structures. These buildings are used by the community and should be restored for the communities' use. The issues with the Butler-Perozzi fountain are similar to that of the Community Center and Pioneer Hall. Finally, the City needs to move forward with energy resiliency. In an emergency the Service Center will be the hub of emergency services including the Emergency Operations Center and much of the Public Works and Electrical Departments.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move that staff produces the documentation to move forward with a \$10,650,000 20-year General Obligation Capital Bond with a tax rate of \$0.2625 per \$1,000 of assessed value to pay for the construction of a new City Hall, rehabilitating the Community Center and Pioneer Hall, rehabilitating the Butler-Perozzi Fountain and a solar/micro-grid project at the City's Service Center located at 90 N. Mountain Avenue for the May 12, 2020 Jackson County election.

I move that staff calculate the new price and tax rate per \$1,000 of assessed value and produces the documentation to move forward with a 20-year General Obligation Capital Bond to pay for ...

REFERENCES & ATTACHMENTS

Attachment 1: Town Hall Online Input Results

Attachment 2: Town Hall Presentation



Capital Needs and Financing Bond Town Hall

January 24, 2020, 8:49 AM

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Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

Introduction

The Ashland City Council recently discussed a \$10,650,000 bond measure to address Ashland's capital needs which includes a replacement to the current seismically unsafe City Hall, rehabilitating the Community Center and Pioneer Hall, installing solar panels to serve the Public Works and Electrical yard and the Emergency Operations Center, and beginning the repair of the Butler-Perozzi fountain. The Council will hold a town hall meeting to hear from citizens with questions and concerns on Wednesday, January 22, 2020 at 6:30 p.m. in the Council Chambers, 1175 E. Main Street.

The meeting will include a presentation by City staff on the topic followed by a period of questions from the public. After, general comments will be taken by Councilors who will be able to talk to residents one-on-one. For those who cannot attend the meeting or would like to submit questions beforehand, they may enter this information online at ashland.or.us/engage selecting the Capital Needs and Financing Bond Town Hall option. If you would like your questions answered at the meeting, please submit them by Friday, January 17. This survey will close on Thursday, January 23.

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

Summary Of Responses

As of January 24, 2020, 8:49 AM, this forum had:		Topic Start	Topic End
Attendees:	68	January 14, 2020, 11:27 AM	January 24, 2020, 8:48 AM
Responses:	34		
Hours of Public Comment:	1.7		

QUESTION 1

Submit your questions about the capital needs and financing bond here. These questions will be answered at the town hall if they are submitted by Friday, January 17.

Answered	10
Skipped	24

QUESTION 2

Submit your comments about the capital needs and financing bond here for the City Council to consider.

Answered	20
Skipped	14

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

Survey Questions

QUESTION 1

Submit your questions about the capital needs and financing bond here. These questions will be answered at the town hall if they are submitted by Friday, January 17.

QUESTION 2

Submit your comments about the capital needs and financing bond here for the City Council to consider.

Individual Responses

Name not available

January 14, 2020, 1:11 PM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 14, 2020, 6:57 PM

Question 1

Yes, we citizens of Ashland are being taxed to the max these days. Yes, we live in a wonderful town and are willing to pay for that privilege, even though many of us did not realize years ago that it would become this expensive. At this time, however, it is not appropriate to add on another huge bond. Simply put, it is the timing of this. Yes, it would be nice to have an earthquake city hall. But realize this: most of those who own our homes, do not live in "earthquake proof" structures and we live in them 24/7.....not just 9:00 to 5:00 five days a week. Obviously, most of us cannot afford to make our homes earthquake proof. If, in fact, we had an earthquake, we living on the mountainsides of Ashland would probably be more affected than the downtown section of town. We're not receiving a salary to live in our homes, as those do that were elected or chose to work at City Hall downtown. Few of us can spend huge amounts to make our houses "earthquake proof", and should one happen most of us haven't spend the very expensive yearly premium to add earthquake insurance to our homes.

It's the timing of this bond that is not justifiable at this point-in-time. Perhaps if Ashland somehow continues to enjoy the tourist industry which greatly affects our income, in the future, and also overcomes the issue of the smoke that we've endured for the past several years, this would be an acceptable bond. If that scenario evolves, the best option in my opinion would be to gut the shell of the current historical building and retrofit it to be earthquake proof.

I think this is eventually a needed solution, but only if the City had an excess of funds. JUST NOT NOW (when we have been bombarded this past year with yet more capital improvement issues.....Reeder reservoir, the TID Ditch, the Pioneer Hall, etc.

Question 2

No response

Name not available

January 14, 2020, 7:18 PM

Question 1

the fountain is in the park and parks dept recently found money for a pool they can surely find money to repair the fountain. Also new basketball court being built at Ashland Creek Park, why not use that money? The bond is already a hard sell why make it even less attractive by combining projects?

Question 2

No response

Name not available

inside Ashland

January 15, 2020, 6:00 AM

Question 1

No response

Question 2

I do not see a need to include the Butler-Perozei Fountain in the proposal for the following reason:
- Parks has had many opportunities over the years and has not found it a high priority to address.
- Funding only a portion of a project that does not have funding for the rest of it does not seem appropriate.

Name not available

inside Ashland

January 15, 2020, 6:26 AM

Question 1

No response

Question 2

You need to find a different source of funding for these projects. Sell Briscoe, Sell Hardesty, Whatever... The bottom line is that we CANT pay anymore taxes. My 60 hour weeks are not an endless supply of money for

Capital Needs and Financing Bond Town Hall

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you to draw from. In all my decades here Not once have taxes or fees ever gone down... Its always more and more and it has to stop if you want to keep people moving Into Ashland.

Name not available

January 15, 2020, 9:27 AM

Question 1

No response

Question 2

No response

Tamara Cottongim

inside Ashland

January 15, 2020, 10:11 AM

Question 1

No response

Question 2

I have been a resident and homeowner in Ashland since 1979. My husband and I have worked long term at Ashland community hospital and support many civic charities and organizations. This bond measure proposal is mind boggling. The current city administration has grown to believe that we as taxpayers are the cash cow you can milk instead of setting and keeping within budget boundaries like we all have to. Our town used to strive towards attracting diversity, families and affordable living for all our public servants, while currently it seems you would drown all of us in unbelievable property taxes. We already pay the highest taxes in the state based on local income levels. People are struggling for the most basic needs, and yet you all feel this is an appropriate time to push more taxes on us. There is NO WAY my Husband nor I will vote for this bond measure . Not only that, it makes me sad, disappointed and angry that city government has so few smart solutions to their own budget issues and instead relies on milking the hard working families and hoping-to-retire citizens with more and more bonds. STOP IT. REALLY. JUST STOP.
Tamara Hebert RN BSN

Name not available

January 16, 2020, 6:32 AM

Question 1

No response

Question 2

No response

Name not available

inside Ashland

January 16, 2020, 9:53 AM

Question 1

No response

Question 2

I'm not in favor of redoing the building downtown. For years we've all spoken of congestion and parking problems downtown. All of the city employees have to park as well as the folks needing to do business. This is NOT helping the overcrowding problem with parking. Moving the location would greatly affect all these complaints , plus more money would not need to be spent to redo" the downtown to make it more user-friendly.

Linda Peterson Adams

inside Ashland

January 16, 2020, 11:33 AM

Question 1

No response

Question 2

No response

Name not available

January 16, 2020, 5:30 PM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 17, 2020, 4:56 AM

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Question 1

No response

Question 2

Whatever the Council's decision, I urge you to present each perceived need for financing separately. People may support expenditures for one or more things but oppose others. We should have the chance to vote separately for each item.

Name not available

January 17, 2020, 5:26 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 5:56 AM

Question 1

No response

Question 2

No response

Larry Cooper

inside Ashland

January 17, 2020, 7:47 AM

Question 1

Please provide the following information:

1. A complete list of all capital projects that are approved and in progress including total cost of each project, ongoing annual maintenance cost of each project when it is complete, expected life of the project before it needs replacement, and source of all financing for the project including capital funds used, loans, bonds, and fees charged to users of city services.
2. Explain what alternatives there are in each of the proposed new projects to accomplish the need of the project with a smaller expenditure. This should include not doing the project at all and what consequence

that would have for the city. Alternatives should include grants, private fundraising of donations, etc.

3. Please explain why these projects are not being folded into regular operations and funding of the city.

4. List the average residential and business cost of city services by listing the typical utility bill details, city tax levy, apportioned cost of meals tax, transient occupancy tax, and any other "regular" charges that residents and businesses pay the city.

5. What would be the cost of building new at the East Main campus to replace city hall?

6. Present an example of a similar size tourist mecca and its capital costs compared to Ashland

7. Provide a list of all current and proposed capital projects prioritized based on proven need and consequence of not doing the project (this would be a summary of some of the above information).

Question 2

No response

Name not available

January 17, 2020, 7:57 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 8:17 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 8:24 AM

Question 1

How do you expect to pay for this? It is becoming impossible to live in this town! Bond measure after bond measure passed in the backs of the

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citizens. PLEASE STOP RAISING OUR UTILITIES! Make the current building work as every other city employee does.

Question 2

With the new jail bond measure also in play, how much will the combined measures cost the average citizen in addition to what we already pay? How much more do you think you can tax us? Find another way!!! This is absurd!

Name not available

January 17, 2020, 10:56 AM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 17, 2020, 11:34 AM

Question 1

Why are we bundling the proposed new City Hall with other capital improvements? These seem to be small enough that they should be paid out of reserves. Before any bond should be considered, we should be considering the sale of properties that were purchased and not being used for that purchase. Briscoe school, the 700 acres across the freeway and any excess parkland that is not under development. The city needs to consider the other bond proposals on the county level as well and school bonds that might be proposed in the near future. It might be more prudent to consider moving the City Hall functions to other city owned locations.

Question 2

I concern my self with risk assessment. According to the U.S. Forest service, Southern Oregon communities are at the highest risk in the state for structural loss due to fire. The Cascade subduction earthquake is estimated at a 40% and Southern Oregon would most likely sustain damage to older buildings and those not bolted to their foundations. Considering which is a higher risk, the economic damage from either could be great, but the likelihood of more forest fires with smoke in our area are likely to occur and be economically disastrous to our community. Future fires or smoke as that of 2018 could reduce revenue for the city

and result in an exodus of residents and businesses.

Also, how many building in our down town and community are considered seismically unsafe? schools? SOU? other city structures, and the reservoir? What city structures aside from the city hall are considered seismically unsafe? If there are those deemed unsafe, what are the future plans to mitigate?

Mary Lynne Jarvis

inside Ashland

January 17, 2020, 12:23 PM

Question 1

It's obvious you need a new city hall, but why does it have to be at the most desirable real estate location in Ashland, the entrance to Lithia Park. Have you looked into selling the property you are on to a high end developer and using the funds to buy a property nearer the Police Department on Main or the DMV on Tolman Creek Road, or some other property that is not as valuable? Saving the taxpayers should be a top priority.

Question 2

You could aid the citizens of Ashland in doing city business if you would move to a location where parking is not at such a premium. Please consider moving out of the downtown area so we can access you better. Serving the public should be a top priority.

Lenore Shisler

inside Ashland

January 18, 2020, 1:29 PM

Question 1

No response

Question 2

I'm an Ashland resident who has sorely missed the Community Center since it's closure last year. With its capacity to serve larger groups and welcoming presence, the Community Center has been a beloved landmark that has functioned as a vital structure in the heart of Ashland for many different types of groups. And, as the name "Center" indicates, the location of this space has drawn residents together in a way that has also fed the downtown. For example, dance groups that I participated in used to meet at the Center for weekly classes, then walk downtown afterward for drinks and dinner. That no longer happens because the loss of the structure has rippled out, resulting in a loss of activities, a decrease in group gatherings and an increasingly "deader" downtown. The Grove has not been able to accommodate all of the activities that were once

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held at the Center, so some classes stopped being offered while others have struggled to compete for time slots and to fit into much smaller spaces on the periphery of the City. With no natural, easy extension of nearby restaurants/bars, participants don't share a drink or meal afterward--they just go home. The Community Center, it's location by Lithia Park and the downtown, is absolutely worth maintaining for Ashland residents and to help keep downtown businesses alive.

Dan Dawson

inside Ashland

January 18, 2020, 4:35 PM

Question 1

I am away and cannot attend the session so I will offer written comments. While I understand the desire to pursue the projects to be supported by the bond issue, I do not think they are the most pressing. I believe the most pressing issue is wildfire preparedness. If we pass a bond it should support wide scale fuel reduction and defensible space in town and adequate staffing for the fire department. A new city hall won't matter if the whole town burns like Paradise. Furthermore, I believe the risk associated with city hall is exaggerated. The chance of the Cascadian earthquake is something like a 30% chance of it occurring within 100 years. We have more immediate risks.

Question 2

No response

Name not shown

outside Ashland

January 18, 2020, 8:42 PM

Question 1

No response

Question 2

It is heartbreaking and absurd that the town of Ashland does not have a space available for the community. The community center was a safe and multicultural space for women like me whom every week, on Mondays, met to dance, to share, to learn, to explore, to discover and to create and be part of a community. The closing of the community center and the lack of a space for communion vanished, and with it dancers from different ages, backgrounds, abilities; our community was broken and what is more devastating is that even though we made efforts to continue with classes, building and empowering our own community and sisterhood the town of Ashland made it impossible for us to continue; yes, The Grove was made available

for a short month but what about after that period?

Did you ever stop to think about those who were affected by the closing of the community center?

Why was not The Grove open to the public, especially when there was not a conflict in schedules, I am only speaking in reference to the class I was attending?

Also, why was The Grove not more understanding of the needs of the community and it's policies changed as to accommodate the new changes?

The town of Ashland is small and finding a space to hold approximately 15-20 dancers is almost impossible, please, believe me when I say I have done my research

It appears as if the closing of the community center was a tactic to later on move in a direction not at all beneficial to the community, however, to a more private group.

I will appreciate it if the town of Ashland makes an effort to either rebuild the community center or to open a space for enrichment.

Kindly,

Name not shown

inside Ashland

January 18, 2020, 9:01 PM

Question 1

No response

Question 2

I have been so grateful for the Ashland Community Center over the past 10 years. It provided myself and others with a perfect space to develop and grow the African Dance community into something truly special and beautiful. Because of that space we were able to host teachers from Africa to come through every year and share their culture with the community at large. This helped to foster a greater understanding and appreciation of other cultures. It also helped to support numerous children and families in Africa as the African Dance community raised funds every year that supported children (specifically girls) to go to school and learn not just basic education but trades to support themselves, their families, and their local communities. This loss cannot be calculated using figures that justify a new city hall wrapped up in a proposal that feels more like blackmail instead of responsibility to the community. This city had, and still has, better options for the city hall that have been chosen to be ignored by the current governing body. I am personally appalled that, a) this city didn't begin fixing the community center right away, b) this city is trying to wrap together and thereby blackmail its citizens into a vote so the government can get its new city hall, and c) that a reasonable alternative was not offered such as the Grove especially given the original purpose of building the Grove had already been disrespected by the city government. This city government has a lot to answer for, and I am ashamed when I speak to my friends

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about this city and what it has chosen to do and how it has disrespected it's citizens in such a blatant manner, and those that I do speak to can't believe that we don't have a community center and that the city is attempting to pull such a blatant farce on its citizens. Where is your self respect? Where is your desire to improve the city for its citizens? Because in the past 10 years I have lived here I have not seen it. Please just fix the community center using the funds that are already available for projects like this. Then fix Pioneer Hall. Then get a study from an alternative engineering firm to retrofit the historic building that is already used as city hall.

Name not available

January 20, 2020, 7:07 AM

Question 1

No response

Question 2

Please prioritize rehabilitating the Community Center and Pioneer Hall. These spaces are essential to Ashland residents as a gathering place for events. The downtown location was essential to a weekly event I hosted at the community center for nine years. Use of the community center also benefited local business as our group frequented downtown restaurants. Thank you.

Rob Cain

inside Ashland

January 21, 2020, 2:26 PM

Question 1

While this is past the deadline, I would like to understand how much money we have in reserve for various capital projects and the source of that money. I have heard everything from \$20 million to \$40 million.

Question 2

I would like the Council to place a priority on each of the projects and a timeline for each. Currently it appears we need to do all right now, even though we have been living with the existing infrastructure for decades.

Name not shown

inside Ashland

January 22, 2020, 9:54 AM

Question 1

Has the council considered the cost and disruption of moving out of the existing City Hall for construction and again moving out of temporary quarters into the new City Hall compared to the cost and disruption of moving once to a new City Hall at, for example, the Briscoe site?

Has the council considered the additional construction costs of building in a restricted and congested Plaza site compared to the relatively low activity and spacious nature of the Briscoe site?

Has the Council considered the cost to local businesses due to noise, congestion and lack of parking during construction at the existing Plaza site?

Has the Council considered the disruption and congested atmosphere placed on local citizens and tourists in the Plaza area during construction?

Has the Council considered the long term parking burden on an already overburdened parking infrastructure in the Plaza area?

Has the council performed due diligence in obtaining multiple alternative construction cost estimates and alternative site location and building design proposals from multiple professional planners, architects, engineers and construction contractors?

Question 2

Has the council considered the cost and disruption of moving out of the existing City Hall for construction and again moving out of temporary quarters into the new City Hall compared to the cost and disruption of moving once to a new City Hall at, for example, the Briscoe site?

Has the council considered the additional construction costs of building in a restricted and congested Plaza site compared to the relatively low activity and spacious nature of the Briscoe site?

Has the Council considered the cost to local businesses due to noise, congestion and lack of parking during construction at the existing Plaza site?

Has the Council considered the disruption and congested atmosphere placed on local citizens and tourists in the Plaza area during construction?

Has the Council considered the long term parking burden on an already overburdened parking infrastructure in the Plaza area?

Has the council performed due diligence in obtaining multiple alternative construction cost estimates and alternative site location and building design proposals from multiple professional planners, architects, engineers and construction contractors?

Name not shown

inside Ashland

January 22, 2020, 11:31 AM

Question 1

If you've known about the need for renovation to the city hall for many years, why have you not saved for the project?

If the city hall has stood for 130 years, why not leave it for another 30

Capital Needs and Financing Bond Town Hall

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years while you save money for the project?

Question 2

It is irresponsible to demolish a National Historic Building.
It is irresponsible to ask tax payers to pay for your lack of financial planning.
The property taxes in Ashland are already ridiculously too high.
You can't have affordable housing and \$600 per month property taxes.
There are already too many city employees per capita. Eliminate some positions to save money.

Name not available
inside Ashland
January 22, 2020, 12:30 PM

Question 1

No response

Question 2

Regarding the liability issue:
1)What does the city pay currently Pay for liability insurance?
2)What would the savings in liability insurance be after the upgrade?
If this is the principal issue do you feel the \$7 million plus price tag is a financially sound investments?

Phil Hutchings
inside Ashland
January 22, 2020, 5:12 PM

Question 1

No response

Question 2

dear city , I pay two different city electric and water bills including lots of added on taxes , please consider not adding any more costs to the city bills.and the tax bills , Levys and or any additional costs . I think you should spend within your means , and reduce your overhead, meaning do the hard work of being fiscally responsible. bring our city back in balance of a budget that makes sense as compared to similar cities. as to this city hall idea. fix the building with bids from experienced contractors in retrofitting , keep city hall downtown. thanks Phil hutchings

Name not available
inside Ashland

January 22, 2020, 5:59 PM

Question 1

No response

Question 2

Demolition of the existing City Hall will cost about the same as demolition of the Briscoe School building. The Briscoe site would provide a construction site that would be significantly better than the site created by the demolition of City Hall. Reconstruction on the existing City Hall site poses very difficult conditions for construction staging and hence significant extra cost.
The size of the Briscoe site would allow for a design that could incorporate a civic plaza space and could potentially allow for future expansion.

Brenda Leishman
outside Ashland
January 22, 2020, 6:23 PM

Question 1

No response

Question 2

I would like to know a) why the Council has not engaged the services of a restoration company to assess what it would cost to repair and rebuild city hall; b) why Council only got one opinion for one architectural company; c) why these proposals have been formulated behind closed doors without input from the Budget Committee; d) why this is being proposed without looking first at cost cutting measures ; and finally, e) what is the Council's vision for the city - does it include a place where ordinary people, young and working families, senior citizens on limited income, can live or is it a vision of an Oregon Jackson Hole? Thank you for your attention.

Name not available
January 22, 2020, 10:33 PM

Question 1

No response

Question 2

This is excessive and it seems that all bids that the city receives always exceeds original bids and their preferred vendors only make a profit

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without any benefit to the residents of Ashland. We are already paying high utility bills and insane "user taxes." City of Ashland is making harder and harder for businesses and residents here and not providing incentives for us to stay. Not to mention making it hard for the police department to enforce the law without any consequences if people break the law, it's a joke. This is what you are choosing to spend money on??? There are existing buildings the city hall could occupy at a much cheaper cost. You do not need to be on the plaza. How about cutting overpaid city employees? How about not allowing vendors to go over original bids? Stop spending money on things we don't need? How about finding more ways to generate revenue instead of only spending? Permit parking throughout neighborhoods like they do in San Francisco? This gets rid of excess vehicles being stored on the streets and frees up parking. The permit costs and enforcement would pay not only for enforcement but generate revenue by parking tickets. Clean up our city and stop killing potential business and tourism revenue. The actions I have witnessed over the short few years being here it is clear that this city is headed to a serious overhaul and needs to expose this poor spending choices and who is really benefiting from the money being spent. Please find another option than spending this amount of money for your fancy new building and community center...



Capital Facilities Projects and Financing

Kelly A. Madding
City Administrator
January 22, 2020



Mayor Stromberg's Working Group

Mayor's Working Group

- June 4, 2020: the Mayor proposed a working group to the City Council to analyze a variety of revenue options for City capital and operational needs.
- The group met 10 times and various community members and staff participated in brainstorming and discussing ideas.

City Council Decisions 2016 - Present

Council Decision Milestones

Feasibility Phase

2016: Council reviewed findings of City Hall Seismic Evaluation, and directed staff to seek competitive proposals to study the options for replacing City Hall:

- Rebuilding new at the current City Hall location
- Building new at Pioneer St. Parking Lot
- Expanding Community Development Building

Staff received 4 competitive proposals from local architects. ORW Architecture selected based on their high qualifications and low proposed cost

2017: ORW's findings are presented to Council. Council directs staff to establish an advisory committee to recommend the best seismic alternative

Committee reports findings to Council. Most members favor rebuilding a new City Hall at the current site

Council Decision Milestones

Concept Design Phase

2017: Conceptual designs and costs of 3 revised options for replacing City Hall:

- Rebuild a new 4-story structure at the current City Hall location
- Building a new structure at the current location of Courts/Council Chambers
- Retrofit and remodel Briscoe School

2018: ORW Architecture awarded contract (2 bidders)

2019: Council asked staff to return with a concept and design for a seismic retrofit (aka renovation) that would guarantee a “100+ year building” ORW’s conceptual designs and findings

Based on the retrofit/renovation concept and cost Council supported keeping City Hall at its current site. Directed staff to return with a comparison the retrofit/renovation vs. rebuilding a new, 2-story City Hall at the current site.

Council approved the rebuild of a 2-story structure as the lowest cost alternative.

Rebuild Vs. Seismic Retrofit and Renovation

A Summary of ORW's Recommendation for
Rebuilding a New 2-Story Building

Rebuild vs. Retrofit & Renovate

Both options:

- Provide a safe accessible, durable building for ~100 years
- Update the building systems
- Comply with current structural codes
- Present opportunities for environmental sustainability
- Occupy a similar footprint
- Have similar costs
- Will be disruptive during construction to Plaza uses and businesses

Where Retrofit/Renovate Falls Short

A retrofit:

- Results in at least 600 square feet less than rebuilding City Hall
- Many unknowns and very high risk, which could be costly
- Has a longer construction schedule – more disruption
- Risk of exterior wall decomposition
- Added costs for materials testing and shoring of existing walls
- Has higher costs for demolition, sitework and foundation prep, design fees, and contractor's contingency

Why Building New is Recommended

“ORW Architecture recommends pursuing new construction for Ashland City Hall to provide a building that is safer and more durable, has a larger floor area, and is constructed faster with less risk and less expense.”

-Memo from ORW Architecture titled “Ashland City Hall – New or Renovation Considerations” 10/31/19

City Hall A Historical Perspective

Photo History of City Hall

City hall was constructed
in 1889 as a fire station

Undated photo of original
construction, viewed from
East Main Street



Photo History of City Hall

Original
construction, pre-
1913

Undated photo,
viewed from
North Main
Street

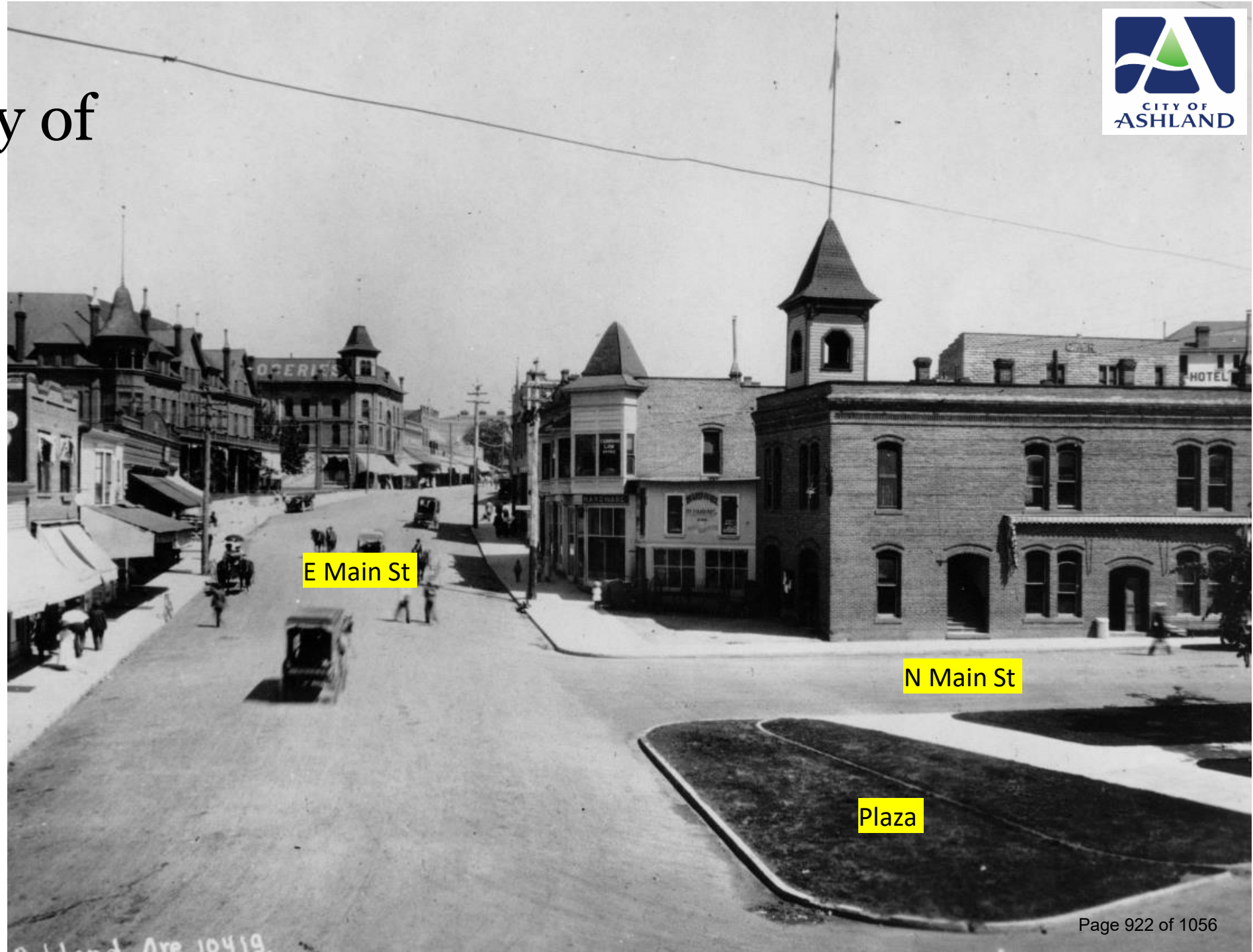
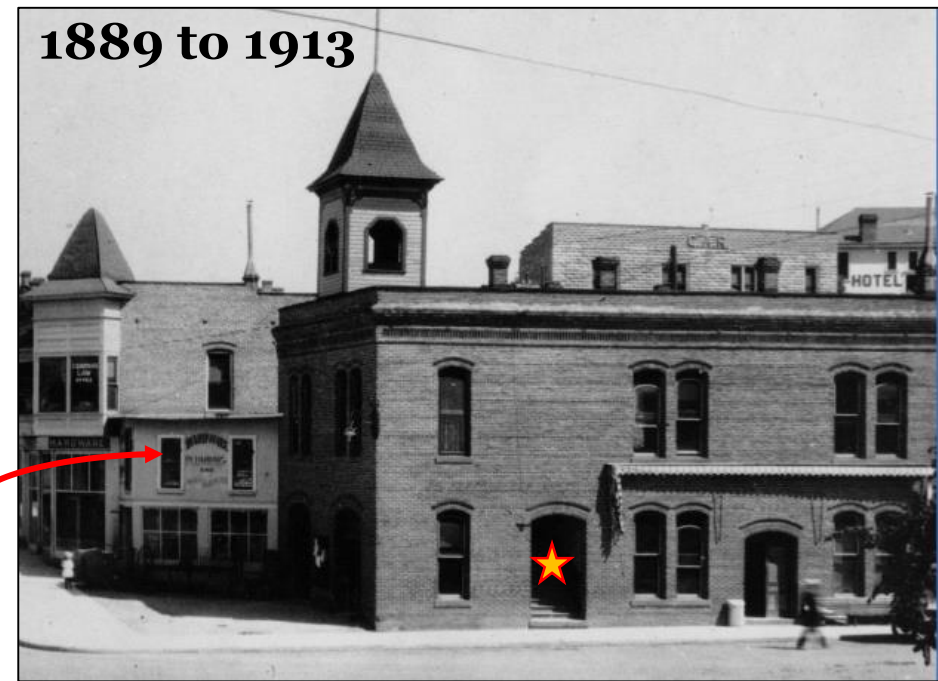


Photo History of City Hall – 1913 Remodel

Removed adjoining building
on E Main to expand south
and east.



Large addition on plaza-facing
side to expand north. Exterior
staircase remains



1913 remodel



Photo History of City Hall – 1913 Remodel

Second floor addition on south end (1997)

Minor addition on south end (date unknown)



Historic Significance

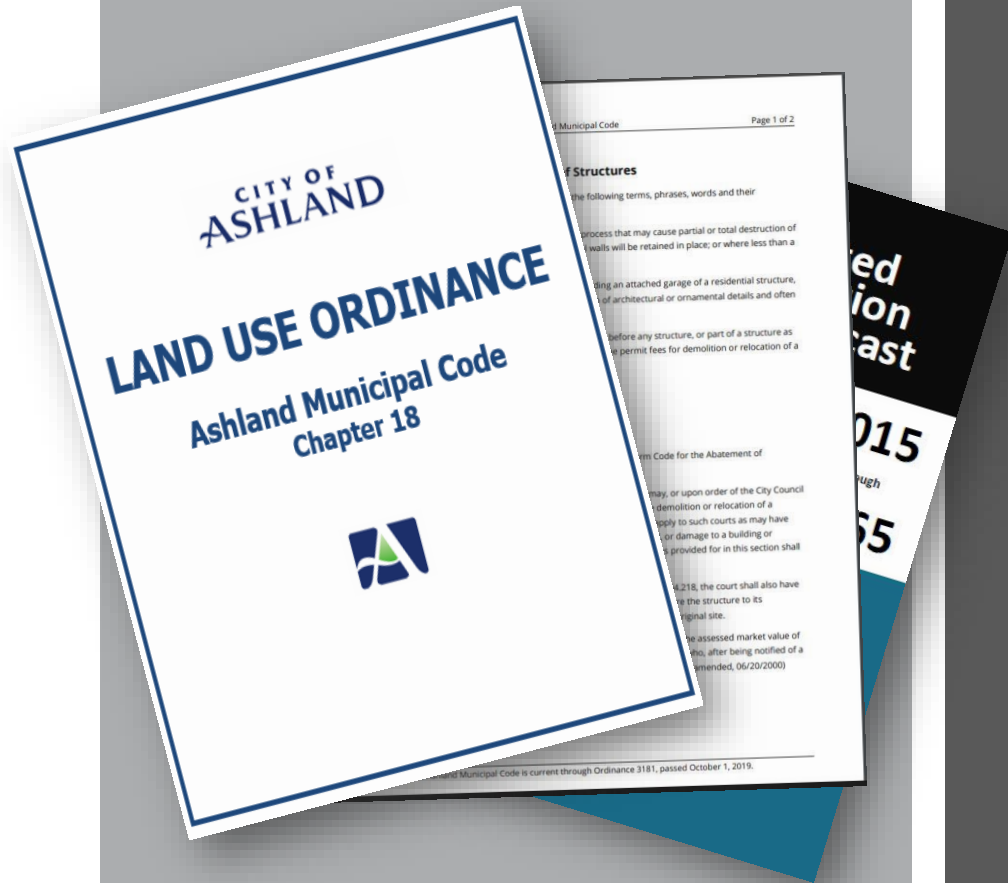
- City Hall is listed as a “Primary Contributing Resource” in the Ashland Downtown Historic District
- The Ashland Downtown Historic District is listed on the National Register of Historic Places
- Impacts to City Hall are evaluated through the City’s Demolition Permit Review and Site Design and Review process and the State Historic Preservation Office (SHPO)

What does this mean for the proposed demolition?

- City will need to consult with the Historic Commission and SHPO early in the design process
- These parties will develop a plan for mitigating the removal of this historic resource. **MITIGATION** may include:
 - Documentation
 - Protective covenants
 - Public education
 - Other historic preservation work to benefit the community

Local Review Process

1. Planning Application
 2. Demolition Permit
 3. Building Permit
-



Local Review Process

1. Planning Application

- Requires approval of Site Design Review for new building in the downtown
- Building over 2,500 square feet in size requires a public hearing at the Planning Commission
- Includes review of conformance with Historic District Design Standards

Local Review Process

2. Demolition Permit

- For structure 45 years or older, demonstrate cannot rehabilitate or reuse building or it is structurally unsound
- Development plan (Site Design Review) must be approved prior to demolition

Local Review Process

3. Building Permit

- Building construction drawings submitted
- Reviewed for consistency with State Building Code and approved planning application
- Once permit is issued, project is inspected by City staff

Pioneer Hall & Community Center

Pioneer Hall

Repair costs: \$403k -
\$500k (2022 dollars)

Overloaded roof under snow
(and possibly wind) loads

Overloaded floor joists and
beams under a live load

Seismic deficiencies

Architectural code deficiencies

Other “inhabitability”
deficiencies (e.g. insufficient
ventilation and lighting)

No fire protection system

Community Center

Repair costs: \$469k -
\$481k (2022 dollars)

Excessive and consistent roof
deflection causing

Outward deflection of exterior
wall

Downward deflection of ceiling
in main hall

Over spanned, sagging rafters

Floor deformation caused by
settling in the crawl space and
over-spanned floor joists

Why Do Public Buildings Cost More Than Residential Construction?

- Public facilities are required to pay “prevailing wage.” Prevailing wage adds to the cost of the job and may reduce those interested in bidding.
- The building code requirements create additional costs for commercial buildings such additional fire protection, accessibility requirements
- There are fewer commercial contractors

Butler-Perozzi Fountain

Butler-Perozzi Fountain

Historical Significance:

- Butler-Perozzi Fountain was sculpted by Antonio Frilli in Florence, Italy
- Showcased at a world art expo in San Francisco in 1915
- 1916: fountain gifted to Ashlanders by Gwin S. Butler and Domingo Perozzi
- Listed in the Ashland Cultural Resource Inventory Survey
- Lithia Park and the Butler-Perozzi Fountain are listed in the National Register of Historic Places

Butler-Perozzi Fountain



Butler-Perozzi Fountain

1980's Resoration:

- By the 1980s, all that remained of the fountain was the base
- John Fregonese found a sculptor trained in Italy money was raised for a complete restoration
- The sculptor restored and recreated the fountain bowls and Cupid statue, even sourcing the marble from the same Italian quarry as the original in Carrara Italy
- The project was completed in 1987

Solar/Micro Grid

Solar/Micro Grid Project

- Expansion of existing resiliency infrastructure at City Service Center/Emergency Operations Center
- Phase one of multi-phased, multi-year solar energy and battery storage system build out
- Expandable design as additional funding and operational opportunities arise
- Ongoing power generation for general City operations when not needed in emergency situations



Funding

Funding: Capital Bond

20- Year General Obligation Bond

- General Obligation Funding: For public projects that serve the public good. It is not associated with a fund (e.g. water, sewer) where rates are charged for use. A general obligation bond is backed by the full faith and credit of the City.
- A General Obligation (GO) Bond is commonly 20 years.

Funding via 20-Year Capital Bond

Projects:

• City Hall	\$7,200,000
• Pioneer Hall	\$ 500,000
• Community Center	\$ 500,000
• Solar	\$2,100,000
• Butler-Perozzi Fountain	\$ 350,000
<i>TOTAL</i>	<i>\$10,650,000</i>

Funding via 20-Year Capital Bond

Property Tax Implications:

Project	Estimated Cost	20-Year Bond Per \$1,000 of Assessed Value – Tax Rate
Capital Projects	\$10,650,000	\$0.2625

For a house assessed at \$400,000 the total annual taxes would be \$105.00

Funding via 20-Year Capital Bond

What if the project costs less than the amount bonded for?

The difference would have to be put back into the bond payments. The money could be spent on nothing else.

Why are multiple capital items bundled into one bond?

The cost of a bond are high. Bond Counsel recommends not bonding for <\$5,000,000

QUESTIONS?

Council Business Meeting

February 18, 2020

Agenda Item	Mayor Presentation Capital Needs and Financing Bond Proposal	
From	Mayor Stromberg	Mayor
Contact	council@ashland.or.us	

SUMMARY

The City Council is being asked to review and make a determination on whether to authorize a facility bond to be put on the May 12, 2020 general election. During the February 4, City Council Business meeting the Mayor presented the Capital Needs and Financing bond proposal to Council accompanied by the outcomes of the town hall held on January 22, 2020. The presentation was the result of the working group formed by Mayor Stromberg which includes Councilors Graham and Rosenthal, former Mayor Cathy Shaw along with staff support from the City Administrator, the City Attorney, and the Administrative Services Manager. The group met ten times to produce recommendations for increasing revenue to meet the City's capital needs. As this is a bond proposal, the group met with bond attorneys Harvey Rogers and Carol McCoog from the legal firm Hawkins, Delafield & Wood LLP.

PREVIOUS COUNCIL ACTION

On June 4, 2019, the City Council gave direction to form two ad hoc committees; one looking at revenue and another looking at expenditures to help address concerns that arose when approving the 2019-2021 biennial budget.

On July 8, 2019, the Mayor called a special meeting to form the Cost Reduction/Efficiency/Alternative Funding/PERS & healthcare Strategies ad hoc committee (later named the Cost Review ad hoc committee) and a revenue working group.

On January 7, 2020, the Mayor presented a Capital Needs and Financing presentation to the City Council. The Council requested more time to discuss this topic and to hold a town hall for citizens to speak on this issue.

On January 22, 2020, Mayor Stromberg and Councilors Graham and Rosenthal held a town hall for citizens to ask questions and give general comments on the proposal. An online survey was provided from January 14 until January 23 for those unable to attend the town hall or who wished to provide questions and comments beforehand. The input from the online survey can be found in Attachment 1.

On February 4, 2020 the Mayor presented the Capital Needs and Financing bond proposal to Council accompanied by the outcomes of the town hall held on January 22, 2020.

BACKGROUND AND ADDITIONAL INFORMATION

The working group started with multiple concerns. The City Administrator was concerned about necessary General Fund infrastructure maintenance/development projects without provisions for their funding. Mayor Stromberg and Councilor Rosenthal were concerned with cuts contained in the budget that would undermine delivery of essential services. Councilor Graham had proposed during the Budget Process that the City integrate the City's adopted Climate Energy Action Plan (CEAP) with specific funding appropriations. Former Mayor Shaw suggested the group explore issuing long term bonds as a way of reducing the burden of the Public Employee Retirement System (PERS) assessments and the rising cost of health care benefits. All of the group felt it was time to move ahead with a Live Entertainment Ticket Tax as a new source of revenue that would tap discretionary income, primarily of visitors.

The group has focused their efforts on four specific concepts, the first two of which are contained in this Council Communication. They are:

- 1) Funding a bundle of capital projects via a 20-year facilities bond to be brought to the voters in the May 2020 primary election.
- 2) One component of the above bundle involves solar generating facilities for emergency power/disaster recovery for General Fund Departments and the Emergency Operations Center (EOC). (This 'qualifies' as carbon mitigation in the context of the CEAP.) Similar generating capacity could be developed by the Water, Wastewater and Electric utilities for their disaster recovery needs.
- 3) Restoring funding for currently vacant essential services staffing via a dedicated fee.
- 4) Starting the process of modifying the AMC to establish a Live Entertainment Ticket Tax.

Specifics of items 1) and 2) are contained in this Council Communication. Mayor Stromberg will provide a recommendation to the Council regarding item 4) at a Council meeting early in 2020. A recommendation for item 3) will wait for the results of the facilities bond election (if the Council should choose to put it forth) because the City Administrator will need to move all employees out of City Hall if the City is not making demonstrable progress on addressing its seismic risk. The yet unknown cost of moving employees currently housed in City Hall will require additional funds not provided for in the current budget and must be addressed. Also, by May the group will have a better assessment of the performance of non-property-tax General Fund funding sources (Occupancy and Meals Taxes, franchise fees, etc. as well as a possible ticket tax) all of which may affect the exact amount of the proposed meter fee.

Here are the following findings and recommendation for funding vital capital expenditures:

Project	Estimated Cost
City Hall	\$7,200,000
Resiliency - Solar	\$2,100,000
Community Center	\$500,000
Pioneer Hall	\$500,000
Butler-Perozzi Fountain	\$350,000
TOTAL	\$10,650,000

City Hall:

February 4 information: The City Council, during the [October 15, 2019 City Council Business](#) meeting, approved construction of City Hall at the current location. Subsequently, during the [December 3, 2019 City Council Business](#) meeting the City Council approved moving forward with a new City Hall building.

The new City Hall would:

- Be a two-story replacement of the existing building;
- Not look like a two-story version of the four-story rendition that was presented to the City Council as a previous Council meeting;
- Have a faster project completion timeline than building a building within the current City Hall building. This is important due to the spatial and economic sensitivity of the downtown area;
- Allow for 600 feet of additional space for no additional cost. This is due to the fact that the second floor of the current City Hall is only partially enclosed. Mechanical equipment occupies space on a part of the building's rooftop. Many people don't know about this as the mechanical equipment can't be seen from the street; and
- Be less costly to meet the energy efficiency goals set out by the City Council via the Climate and Energy Action Plan.

February 18 information: City staff responded to questions raised at the February 4 Council Business meeting in a Questions and Answers section on the City's webpage (ashland.or.us/cityhall). Some of the highlights of that section are:

- The cost per square foot of building a new City Hall for the building construction alone is estimated to be \$450 per square foot. The building itself is estimate to cost \$4,688,000 in 2019 dollars.
- ORW Architects estimates that it will take six months to complete the outside structure of a new City Hall and 10 months to complete the inside walls that would attach to the outside walls for retaining the existing three walls.
- ORW Architects estimates that the cost to rebuild City Hall and the cost of the Retaining Walls project for City Hall will approximately be equal.
- The City is responsible for both City employees in City Hall as well as the public who enter City Hall. The primary responsibility for the safety of the tenants, employees and guess of private property owner rests with those owners.
- Staff recommends that the funding for the design of City Hall should remain with the project and should be used to, in part, fund the move of City staff out of City Hall should the bond not pass.
- There are two main considerations for seismic building safety. The first is geohazard factors, such as shaking, landslides, and soil liquefaction. The Oregon Department of Geology and Mining Industries (DOGAMI) hazard map shows the Ashland area can expect “strong” shaking during an earthquake. The second factor is building construction type. City Hall is built with unreinforced masonry (URM) and according to a representative from DOGAMI, is the worst type of building to be in during an earthquake. DOGAMI’s publications identify URM buildings as “notoriously dangerous in earthquakes” because they are prone to collapse and are often the case of earthquake-related fatalities (CREW, 2013).

Community Center:

February 4 information: The Ashland Women's Civic Improvement Club was founded in 1908 for the purpose of improving and beautifying Ashland. The home for this civic organization was built from 1921 to 1922, and was later known as the Winburn Way Community Center (source: nps.gov). After the formal dedication of the clubhouse, the facility was used for meetings, banquets, shows and tourist events until it became a United Service Organization (USO) headquarters during World War II. After the War, it served as the home of the Ashland Parks and Recreation Department for a number of years.

The building became quite run down, and in 1985 the City of Ashland took control of the property, which was restored and rededicated to its original use for local club meetings, dances, exhibitions and presentations. The north facing wall of the building is canted such that the building has been declared unusable. The repair will entail, at a minimum, a new roof structure and wall. As this is an older building, staff is not certain that once the roof is removed that there will not be more damage to repair. It has been estimated that the repair will no more than \$500,000.

February 18 information: The Mayor and City Administrator have met with the Ashland Parks and Recreation Commission Chair and Director to discuss both structural and non-structural improvements to the Community Center. It was agreed that the structural improvements were the responsibility of the City via the recommended bond funding. It was also agreed that the non-structural improvements would be the responsibility of the APRC, should any be completed during the time of the structural improvements. The APRC representatives expressed an interest in their desire of a long-term lease (10 years or more) of the building in order to support their investment in non-structural improvements.

Pioneer Hall:

February 4 information: Pioneer Hall was originally built in 1921 with the kitchen added in 1925. Significant restoration and expansion was completed in 1988. Pioneer Hall is a City-owned building that has traditionally been used as a community hall, available by reservation for public and private events. A structural assessment and code evaluation of Pioneer Hall identified a number of facility deficiencies primarily focused on the roof structure, seismic rehabilitation, HVAC and ADA requirements. The roof on Pioneer Hall

can become overloaded with a snow load and this limits its ability to be utilized in the winter. It has been estimated that the facilities repairs will cost no more than \$500,000.

February 18 information: The Mayor and City Administrator have met with the Ashland Parks and Recreation Commission Chair and Director to discuss both structural and non-structural improvements to Pioneer Hall. It was agreed that the structural improvements were the responsibility of the City via the recommended bond funding. It was also agreed that the non-structural improvements would be the responsibility of the APRC, should any be completed during the time of the structural improvements. The APRC representatives expressed an interest in a long-term lease (10 years or more) of the building in order to support their investment in non-structural improvements.

Butler-Perozzi Fountain:

February 4 information: The fountain is an historical asset of Lithia Park and has been identified as a high priority for repair due to its age and the rate at which the original stone is deteriorating. The Parks Director has received a quote on the fountain project and believes that \$350,000 from the bond, plus \$70,000 dedicated from the Food and Beverage tax will complete the project. If additional funding is necessary, the Ashland Parks Foundation is willing to launch another fund-raising effort that would focus on the Butler-Perozzi Fountain to bridge the gap. Additionally, the Fregonese Family has also promised to help in the fund-raising effort to honor the late John Fregonese, who was instrumental in repairing the fountain in 1999. With the financial assistance possible through this bond, APRC is confident that the repair and preservation of the treasured Butler-Perozzi Fountain will be successful, and many more generations will be able to enjoy this historic piece of Ashland.

Solar/Micro-Grid Project: An expandable designed, solar and battery storage system, at the EOC for resilient operations in the event of an emergency. Solar/Micro-grid Project Funding includes:

- Expansion of existing resiliency infrastructure at City Service Center/EOC;
- Phase one of multi-phased, multi-year solar energy and battery storage system build out;
- Expandable design as additional funding and operational opportunities arise; and
- Ongoing power generation for general City operations when not needed in emergency situations.

This project would apply to the entire campus at 90 N. Mountain, which includes the Emergency Operations Center and the center of operations for both Public Works and our Electric Department. Please note that the proposed solar facilities are not associated with the water and wastewater treatment facilities, which are Enterprise Funds. Solar facilities associated with those essential services must be paid for through rates.

FISCAL IMPACTS

The Mayor has assessed the available funding sources which include a fee or a General Obligation Capital Bond and recommends a 20-year capital improvement bond. This is a typical method of funding capital expenditures. For example, most recently the City used the funding mechanism to pay for Fire Station #2.

Project	Estimated Cost	20-Year Bond Per \$1,000 of Assessed Value – Tax Rate
Capital Projects	\$10,650,000	\$0.2625

A property tax payer with a residence with an assessed value of \$400,000 would pay an estimated \$105.00 per year. Currently that same property tax payer pays \$92.00 per year in taxes that will go off the tax rolls June 30, 2020.

Property tax payers in Ashland currently pay \$0.23 per \$1,000 of assessed value for Fire Station #2 (\$0.1035) and the Jackson County Library Construction Bond which was used to build libraries in almost every town in Jackson County including Ashland (\$0.1265). These two bonds will go off the tax rolls on June 30, 2020. In essence, the

proposed 20-Year General Obligation Capital Bond to improve City-owned structures will be close to equal to the amount that is going off the tax rolls making it no more than property tax payers are paying now.

MAYOR'S RECOMMENDATION

The City Council has been moving forward with a new City Hall at the current location for over a year and the question of where City Hall should be has been discussed for over 20 years. The City Council appointed an ad Hoc committee whose recommendation was to keep City Hall in its current location downtown. It is time to move forward with a new City Hall in the current location. The City Council has been informed that the City is putting City staff at risk, as City Hall is an unreinforced concrete building that will likely collapse in an earthquake. In addition, the City Council is putting the financial wellbeing of the City at risk as City Hall is a known liability. The City has two well-loved community buildings that are in desperate need of repair. These are old buildings and while they have been regularly maintained the issues that these buildings are experiencing, while not foreseeable are not a surprise considering the age of the structures. These buildings are used by the community and should be restored for the communities' use. The issues with the Butler-Perozzi fountain are similar to that of the Community Center and Pioneer Hall. Finally, the City needs to move forward with energy resiliency. In an emergency the Service Center will be the hub of emergency services including the Emergency Operations Center and much of the Public Works and Electrical Departments.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to direct staff to produce the documentation to move forward with a \$10,650,000 20-year General Obligation Capital Bond with a tax rate of \$0.2625 per \$1,000 of assessed value to pay for the construction of a City Hall, structurally rehabilitating the Community Center and Pioneer Hall, rehabilitating the Butler-Perozzi Fountain and a solar/micro-grid project at the City's Service Center located at 90 N. Mountain Avenue for the May 12, 2020 Jackson County election.

I move that staff calculate the new price and tax rate per \$1,000 of assessed value and produces the documentation to move forward with a 20-year General Obligation Capital Bond to pay for ...

REFERENCES & ATTACHMENTS

Attachment 1: Town Hall Online Input Results

Attachment 2: Town Hall Presentation

[City of Ashland Facilities Bond Questions and Answers \(ashland.or.us/cityhall\)](http://ashland.or.us/cityhall)



Capital Needs and Financing Bond Town Hall

January 24, 2020, 8:49 AM

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Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

Introduction

The Ashland City Council recently discussed a \$10,650,000 bond measure to address Ashland's capital needs which includes a replacement to the current seismically unsafe City Hall, rehabilitating the Community Center and Pioneer Hall, installing solar panels to serve the Public Works and Electrical yard and the Emergency Operations Center, and beginning the repair of the Butler-Perozzi fountain. The Council will hold a town hall meeting to hear from citizens with questions and concerns on Wednesday, January 22, 2020 at 6:30 p.m. in the Council Chambers, 1175 E. Main Street.

The meeting will include a presentation by City staff on the topic followed by a period of questions from the public. After, general comments will be taken by Councilors who will be able to talk to residents one-on-one. For those who cannot attend the meeting or would like to submit questions beforehand, they may enter this information online at ashland.or.us/engage selecting the Capital Needs and Financing Bond Town Hall option. If you would like your questions answered at the meeting, please submit them by Friday, January 17. This survey will close on Thursday, January 23.

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

Summary Of Responses

As of January 24, 2020, 8:49 AM, this forum had:		Topic Start	Topic End
Attendees:	68	January 14, 2020, 11:27 AM	January 24, 2020, 8:48 AM
Responses:	34		
Hours of Public Comment:	1.7		

QUESTION 1

Submit your questions about the capital needs and financing bond here. These questions will be answered at the town hall if they are submitted by Friday, January 17.

Answered	10
Skipped	24

QUESTION 2

Submit your comments about the capital needs and financing bond here for the City Council to consider.

Answered	20
Skipped	14

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Survey Questions

QUESTION 1

Submit your questions about the capital needs and financing bond here. These questions will be answered at the town hall if they are submitted by Friday, January 17.

QUESTION 2

Submit your comments about the capital needs and financing bond here for the City Council to consider.

Individual Responses

Name not available

January 14, 2020, 1:11 PM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 14, 2020, 6:57 PM

Question 1

Yes, we citizens of Ashland are being taxed to the max these days. Yes, we live in a wonderful town and are willing to pay for that privilege, even though many of us did not realize years ago that it would become this expensive. At this time, however, it is not appropriate to add on another huge bond. Simply put, it is the timing of this. Yes, it would be nice to have an earthquake city hall. But realize this: most of those who own our homes, do not live in "earthquake proof" structures and we live in them 24/7.....not just 9:00 to 5:00 five days a week. Obviously, most of us cannot afford to make our homes earthquake proof. If, in fact, we had an earthquake, we living on the mountainsides of Ashland would probably be more affected than the downtown section of town. We're not receiving a salary to live in our homes, as those do that were elected or chose to work at City Hall downtown. Few of us can spend huge amounts to make our houses "earthquake proof", and should one happen most of us haven't spend the very expensive yearly premium to add earthquake insurance to our homes.

It's the timing of this bond that is not justifiable at this point-in-time. Perhaps if Ashland somehow continues to enjoy the tourist industry which greatly affects our income, in the future, and also overcomes the issue of the smoke that we've endured for the past several years, this would be an acceptable bond. If that scenario evolves, the best option in my opinion would be to gut the shell of the current historical building and retrofit it to be earthquake proof.

I think this is eventually a needed solution, but only if the City had an excess of funds. JUST NOT NOW (when we have been bombarded this past year with yet more capital improvement issues.....Reeder reservoir, the TID Ditch, the Pioneer Hall, etc.

Question 2

No response

Name not available

January 14, 2020, 7:18 PM

Question 1

the fountain is in the park and parks dept recently found money for a pool they can surely find money to repair the fountain. Also new basketball court being built at Ashland Creek Park, why not use that money? The bond is already a hard sell why make it even less attractive by combining projects?

Question 2

No response

Name not available

inside Ashland

January 15, 2020, 6:00 AM

Question 1

No response

Question 2

I do not see a need to include the Butler-Perozei Fountain in the proposal for the following reason:
- Parks has had many opportunities over the years and has not found it a high priority to address.
- Funding only a portion of a project that does not have funding for the rest of it does not seem appropriate.

Name not available

inside Ashland

January 15, 2020, 6:26 AM

Question 1

No response

Question 2

You need to find a different source of funding for these projects. Sell Briscoe, Sell Hardesty, Whatever... The bottom line is that we CANT pay anymore taxes. My 60 hour weeks are not an endless supply of money for

Capital Needs and Financing Bond Town Hall

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you to draw from. In all my decades here Not once have taxes or fees ever gone down... Its always more and more and it has to stop if you want to keep people moving Into Ashland.

Name not available

January 15, 2020, 9:27 AM

Question 1

No response

Question 2

No response

Tamara Cottongim

inside Ashland

January 15, 2020, 10:11 AM

Question 1

No response

Question 2

I have been a resident and homeowner in Ashland since 1979. My husband and I have worked long term at Ashland community hospital and support many civic charities and organizations. This bond measure proposal is mind boggling. The current city administration has grown to believe that we as taxpayers are the cash cow you can milk instead of setting and keeping within budget boundaries like we all have to. Our town used to strive towards attracting diversity, families and affordable living for all our public servants, while currently it seems you would drown all of us in unbelievable property taxes. We already pay the highest taxes in the state based on local income levels. People are struggling for the most basic needs, and yet you all feel this is an appropriate time to push more taxes on us. There is NO WAY my Husband nor I will vote for this bond measure . Not only that, it makes me sad, disappointed and angry that city government has so few smart solutions to their own budget issues and instead relies on milking the hard working families and hoping-to-retire citizens with more and more bonds. STOP IT. REALLY. JUST STOP.
Tamara Hebert RN BSN

Name not available

January 16, 2020, 6:32 AM

Question 1

No response

Question 2

No response

Name not available

inside Ashland

January 16, 2020, 9:53 AM

Question 1

No response

Question 2

I'm not in favor of redoing the building downtown. For years we've all spoken of congestion and parking problems downtown. All of the city employees have to park as well as the folks needing to do business. This is NOT helping the overcrowding problem with parking. Moving the location would greatly affect all these complaints , plus more money would not need to be spent to redo" the downtown to make it more user-friendly.

Linda Peterson Adams

inside Ashland

January 16, 2020, 11:33 AM

Question 1

No response

Question 2

No response

Name not available

January 16, 2020, 5:30 PM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 17, 2020, 4:56 AM

Capital Needs and Financing Bond Town Hall

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Question 1

No response

Question 2

Whatever the Council's decision, I urge you to present each perceived need for financing separately. People may support expenditures for one or more things but oppose others. We should have the chance to vote separately for each item.

Name not available

January 17, 2020, 5:26 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 5:56 AM

Question 1

No response

Question 2

No response

Larry Cooper

inside Ashland

January 17, 2020, 7:47 AM

Question 1

Please provide the following information:

1. A complete list of all capital projects that are approved and in progress including total cost of each project, ongoing annual maintenance cost of each project when it is complete, expected life of the project before it needs replacement, and source of all financing for the project including capital funds used, loans, bonds, and fees charged to users of city services.
2. Explain what alternatives there are in each of the proposed new projects to accomplish the need of the project with a smaller expenditure. This should include not doing the project at all and what consequence

that would have for the city. Alternatives should include grants, private fundraising of donations, etc.

3. Please explain why these projects are not being folded into regular operations and funding of the city.

4. List the average residential and business cost of city services by listing the typical utility bill details, city tax levy, apportioned cost of meals tax, transient occupancy tax, and any other "regular" charges that residents and businesses pay the city.

5. What would be the cost of building new at the East Main campus to replace city hall?

6. Present an example of a similar size tourist mecca and its capital costs compared to Ashland

7. Provide a list of all current and proposed capital projects prioritized based on proven need and consequence of not doing the project (this would be a summary of some of the above information).

Question 2

No response

Name not available

January 17, 2020, 7:57 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 8:17 AM

Question 1

No response

Question 2

No response

Name not available

January 17, 2020, 8:24 AM

Question 1

How do you expect to pay for this? It is becoming impossible to live in this town! Bond measure after bond measure passed in the backs of the

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citizens. PLEASE STOP RAISING OUR UTILITIES! Make the current building work as every other city employee does.

Question 2

With the new jail bond measure also in play, how much will the combined measures cost the average citizen in addition to what we already pay? How much more do you think you can tax us? Find another way!!! This is absurd!

Name not available

January 17, 2020, 10:56 AM

Question 1

No response

Question 2

No response

Name not shown

inside Ashland

January 17, 2020, 11:34 AM

Question 1

Why are we bundling the proposed new City Hall with other capital improvements? These seem to be small enough that they should be paid out of reserves. Before any bond should be considered, we should be considering the sale of properties that were purchased and not being used for that purchase. Briscoe school, the 700 acres across the freeway and any excess parkland that is not under development. The city needs to consider the other bond proposals on the county level as well and school bonds that might be proposed in the near future. It might be more prudent to consider moving the City Hall functions to other city owned locations.

Question 2

I concern my self with risk assessment. According to the U.S. Forest service, Southern Oregon communities are at the highest risk in the state for structural loss due to fire. The Cascade subduction earthquake is estimated at a 40% and Southern Oregon would most likely sustain damage to older buildings and those not bolted to their foundations. Considering which is a higher risk, the economic damage from either could be great, but the likelihood of more forest fires with smoke in our area are likely to occur and be economically disastrous to our community. Future fires or smoke as that of 2018 could reduce revenue for the city

and result in an exodus of residents and businesses.

Also, how many building in our down town and community are considered seismically unsafe? schools? SOU? other city structures, and the reservoir? What city structures aside from the city hall are considered seismically unsafe? If there are those deemed unsafe, what are the future plans to mitigate?

Mary Lynne Jarvis

inside Ashland

January 17, 2020, 12:23 PM

Question 1

It's obvious you need a new city hall, but why does it have to be at the most desirable real estate location in Ashland, the entrance to Lithia Park. Have you looked into selling the property you are on to a high end developer and using the funds to buy a property nearer the Police Department on Main or the DMV on Tolman Creek Road, or some other property that is not as valuable? Saving the taxpayers should be a top priority.

Question 2

You could aid the citizens of Ashland in doing city business if you would move to a location where parking is not at such a premium. Please consider moving out of the downtown area so we can access you better. Serving the public should be a top priority.

Lenore Shisler

inside Ashland

January 18, 2020, 1:29 PM

Question 1

No response

Question 2

I'm an Ashland resident who has sorely missed the Community Center since it's closure last year. With its capacity to serve larger groups and welcoming presence, the Community Center has been a beloved landmark that has functioned as a vital structure in the heart of Ashland for many different types of groups. And, as the name "Center" indicates, the location of this space has drawn residents together in a way that has also fed the downtown. For example, dance groups that I participated in used to meet at the Center for weekly classes, then walk downtown afterward for drinks and dinner. That no longer happens because the loss of the structure has rippled out, resulting in a loss of activities, a decrease in group gatherings and an increasingly "deader" downtown. The Grove has not been able to accommodate all of the activities that were once

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held at the Center, so some classes stopped being offered while others have struggled to compete for time slots and to fit into much smaller spaces on the periphery of the City. With no natural, easy extension of nearby restaurants/bars, participants don't share a drink or meal afterward--they just go home. The Community Center, it's location by Lithia Park and the downtown, is absolutely worth maintaining for Ashland residents and to help keep downtown businesses alive.

Dan Dawson

inside Ashland

January 18, 2020, 4:35 PM

Question 1

I am away and cannot attend the session so I will offer written comments. While I understand the desire to pursue the projects to be supported by the bond issue, I do not think they are the most pressing. I believe the most pressing issue is wildfire preparedness. If we pass a bond it should support wide scale fuel reduction and defensible space in town and adequate staffing for the fire department. A new city hall won't matter if the whole town burns like Paradise. Furthermore, I believe the risk associated with city hall is exaggerated. The chance of the Cascadian earthquake is something like a 30% chance of it occurring within 100 years. We have more immediate risks.

Question 2

No response

Name not shown

outside Ashland

January 18, 2020, 8:42 PM

Question 1

No response

Question 2

It is heartbreaking and absurd that the town of Ashland does not have a space available for the community. The community center was a safe and multicultural space for women like me whom every week, on Mondays, met to dance, to share, to learn, to explore, to discover and to create and be part of a community. The closing of the community center and the lack of a space for communion vanished, and with it dancers from different ages, backgrounds, abilities; our community was broken and what is more devastating is that even though we made efforts to continue with classes, building and empowering our own community and sisterhood the town of Ashland made it impossible for us to continue; yes, The Grove was made available

for a short month but what about after that period?

Did you ever stop to think about those who were affected by the closing of the community center?

Why was not The Grove open to the public, especially when there was not a conflict in schedules, I am only speaking in reference to the class I was attending?

Also, why was The Grove not more understanding of the needs of the community and it's policies changed as to accommodate the new changes?

The town of Ashland is small and finding a space to hold approximately 15-20 dancers is almost impossible, please, believe me when I say I have done my research

It appears as if the closing of the community center was a tactic to later on move in a direction not at all beneficial to the community, however, to a more private group.

I will appreciate it if the town of Ashland makes an effort to either rebuild the community center or to open a space for enrichment.

Kindly,

Name not shown

inside Ashland

January 18, 2020, 9:01 PM

Question 1

No response

Question 2

I have been so grateful for the Ashland Community Center over the past 10 years. It provided myself and others with a perfect space to develop and grow the African Dance community into something truly special and beautiful. Because of that space we were able to host teachers from Africa to come through every year and share their culture with the community at large. This helped to foster a greater understanding and appreciation of other cultures. It also helped to support numerous children and families in Africa as the African Dance community raised funds every year that supported children (specifically girls) to go to school and learn not just basic education but trades to support themselves, their families, and their local communities. This loss cannot be calculated using figures that justify a new city hall wrapped up in a proposal that feels more like blackmail instead of responsibility to the community. This city had, and still has, better options for the city hall that have been chosen to be ignored by the current governing body. I am personally appalled that, a) this city didn't begin fixing the community center right away, b) this city is trying to wrap together and thereby blackmail its citizens into a vote so the government can get its new city hall, and c) that a reasonable alternative was not offered such as the Grove especially given the original purpose of building the Grove had already been disrespected by the city government. This city government has a lot to answer for, and I am ashamed when I speak to my friends

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

about this city and what it has chosen to do and how it has disrespected it's citizens in such a blatant manner, and those that I do speak to can't believe that we don't have a community center and that the city is attempting to pull such a blatant farce on its citizens. Where is your self respect? Where is your desire to improve the city for its citizens? Because in the past 10 years I have lived here I have not seen it. Please just fix the community center using the funds that are already available for projects like this. Then fix Pioneer Hall. Then get a study from an alternative engineering firm to retrofit the historic building that is already used as city hall.

Name not available

January 20, 2020, 7:07 AM

Question 1

No response

Question 2

Please prioritize rehabilitating the Community Center and Pioneer Hall. These spaces are essential to Ashland residents as a gathering place for events. The downtown location was essential to a weekly event I hosted at the community center for nine years. Use of the community center also benefited local business as our group frequented downtown restaurants. Thank you.

Rob Cain

inside Ashland

January 21, 2020, 2:26 PM

Question 1

While this is past the deadline, I would like to understand how much money we have in reserve for various capital projects and the source of that money. I have heard everything from \$20 million to \$40 million.

Question 2

I would like the Council to place a priority on each of the projects and a timeline for each. Currently it appears we need to do all right now, even though we have been living with the existing infrastructure for decades.

Name not shown

inside Ashland

January 22, 2020, 9:54 AM

Question 1

Has the council considered the cost and disruption of moving out of the existing City Hall for construction and again moving out of temporary quarters into the new City Hall compared to the cost and disruption of moving once to a new City Hall at, for example, the Briscoe site?

Has the council considered the additional construction costs of building in a restricted and congested Plaza site compared to the relatively low activity and spacious nature of the Briscoe site?

Has the Council considered the cost to local businesses due to noise, congestion and lack of parking during construction at the existing Plaza site?

Has the Council considered the disruption and congested atmosphere placed on local citizens and tourists in the Plaza area during construction?

Has the Council considered the long term parking burden on an already overburdened parking infrastructure in the Plaza area?

Has the council performed due diligence in obtaining multiple alternative construction cost estimates and alternative site location and building design proposals from multiple professional planners, architects, engineers and construction contractors?

Question 2

Has the council considered the cost and disruption of moving out of the existing City Hall for construction and again moving out of temporary quarters into the new City Hall compared to the cost and disruption of moving once to a new City Hall at, for example, the Briscoe site?

Has the council considered the additional construction costs of building in a restricted and congested Plaza site compared to the relatively low activity and spacious nature of the Briscoe site?

Has the Council considered the cost to local businesses due to noise, congestion and lack of parking during construction at the existing Plaza site?

Has the Council considered the disruption and congested atmosphere placed on local citizens and tourists in the Plaza area during construction?

Has the Council considered the long term parking burden on an already overburdened parking infrastructure in the Plaza area?

Has the council performed due diligence in obtaining multiple alternative construction cost estimates and alternative site location and building design proposals from multiple professional planners, architects, engineers and construction contractors?

Name not shown

inside Ashland

January 22, 2020, 11:31 AM

Question 1

If you've known about the need for renovation to the city hall for many years, why have you not saved for the project?

If the city hall has stood for 130 years, why not leave it for another 30

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

years while you save money for the project?

Question 2

It is irresponsible to demolish a National Historic Building.
It is irresponsible to ask tax payers to pay for your lack of financial planning.
The property taxes in Ashland are already ridiculously too high.
You can't have affordable housing and \$600 per month property taxes.
There are already too many city employees per capita. Eliminate some positions to save money.

Name not available

inside Ashland

January 22, 2020, 12:30 PM

Question 1

No response

Question 2

Regarding the liability issue:
1)What does the city pay currently Pay for liability insurance?
2)What would the savings in liability insurance be after the upgrade?
If this is the principal issue do you feel the \$7 million plus price tag is a financially sound investments?

Phil Hutchings

inside Ashland

January 22, 2020, 5:12 PM

Question 1

No response

Question 2

dear city , I pay two different city electric and water bills including lots of added on taxes , please consider not adding any more costs to the city bills.and the tax bills , Levys and or any additional costs . I think you should spend within your means , and reduce your overhead, meaning do the hard work of being fiscally responsible. bring our city back in balance of a budget that makes sense as compared to similar cities. as to this city hall idea. fix the building with bids from experienced contractors in retrofitting , keep city hall downtown. thanks Phil hutchings

Name not available

inside Ashland

January 22, 2020, 5:59 PM

Question 1

No response

Question 2

Demolition of the existing City Hall will cost about the same as demolition of the Briscoe School building. The Briscoe site would provide a construction site that would be significantly better than the site created by the demolition of City Hall. Reconstruction on the existing City Hall site poses very difficult conditions for construction staging and hence significant extra cost.

The size of the Briscoe site would allow for a design that could incorporate a civic plaza space and could potentially allow for future expansion.

Brenda Leishman

outside Ashland

January 22, 2020, 6:23 PM

Question 1

No response

Question 2

I would like to know a) why the Council has not engaged the services of a restoration company to assess what it would cost to repair and rebuild city hall; b) why Council only got one opinion for one architectural company; c) why these proposals have been formulated behind closed doors without input from the Budget Committee; d) why this is being proposed without looking first at cost cutting measures ; and finally, e) what is the Council's vision for the city - does it include a place where ordinary people, young and working families, senior citizens on limited income, can live or is it a vision of an Oregon Jackson Hole? Thank you for your attention.

Name not available

January 22, 2020, 10:33 PM

Question 1

No response

Question 2

This is excessive and it seems that all bids that the city receives always exceeds original bids and their preferred vendors only make a profit

Capital Needs and Financing Bond Town Hall

Capital Needs and Financing Bond Town Hall

without any benefit to the residents of Ashland. We are already paying high utility bills and insane "user taxes." City of Ashland is making harder and harder for businesses and residents here and not providing incentives for us to stay. Not to mention making it hard for the police department to enforce the law without any consequences if people break the law, it's a joke. This is what you are choosing to spend money on??? There are existing buildings the city hall could occupy at a much cheaper cost. You do not need to be on the plaza. How about cutting overpaid city employees? How about not allowing vendors to go over original bids? Stop spending money on things we don't need? How about finding more ways to generate revenue instead of only spending? Permit parking throughout neighborhoods like they do in San Francisco? This gets rid of excess vehicles being stored on the streets and frees up parking. The permit costs and enforcement would pay not only for enforcement but generate revenue by parking tickets. Clean up our city and stop killing potential business and tourism revenue. The actions I have witnessed over the short few years being here it is clear that this city is headed to a serious overhaul and needs to expose this poor spending choices and who is really benefiting from the money being spent. Please find another option than spending this amount of money for your fancy new building and community center...



Capital Facilities Projects and Financing

Kelly A. Madding
City Administrator
January 22, 2020



Mayor Stromberg's Working Group

Mayor's Working Group

- June 4, 2020: the Mayor proposed a working group to the City Council to analyze a variety of revenue options for City capital and operational needs.
- The group met 10 times and various community members and staff participated in brainstorming and discussing ideas.

City Council Decisions 2016 - Present

Council Decision Milestones

Feasibility Phase

2016: Council reviewed findings of City Hall Seismic Evaluation, and directed staff to seek competitive proposals to study the options for replacing City Hall:

- Rebuilding new at the current City Hall location
- Building new at Pioneer St. Parking Lot
- Expanding Community Development Building

Staff received 4 competitive proposals from local architects. ORW Architecture selected based on their high qualifications and low proposed cost

2017: ORW's findings are presented to Council. Council directs staff to establish an advisory committee to recommend the best seismic alternative

Committee reports findings to Council. Most members favor rebuilding a new City Hall at the current site

Council Decision Milestones

Concept Design Phase

2017: Conceptual designs and costs of 3 revised options for replacing City Hall:

- Rebuild a new 4-story structure at the current City Hall location
- Building a new structure at the current location of Courts/Council Chambers
- Retrofit and remodel Briscoe School

2018: ORW Architecture awarded contract (2 bidders)

2019: Council asked staff to return with a concept and design for a seismic retrofit (aka renovation) that would guarantee a “100+ year building” ORW’s conceptual designs and findings

Based on the retrofit/renovation concept and cost Council supported keeping City Hall at its current site. Directed staff to return with a comparison the retrofit/renovation vs. rebuilding a new, 2-story City Hall at the current site.

Council approved the rebuild of a 2-story structure as the lowest cost alternative.

Rebuild Vs. Seismic Retrofit and Renovation

A Summary of ORW's Recommendation for
Rebuilding a New 2-Story Building

Rebuild vs. Retrofit & Renovate

Both options:

- Provide a safe accessible, durable building for ~100 years
- Update the building systems
- Comply with current structural codes
- Present opportunities for environmental sustainability
- Occupy a similar footprint
- Have similar costs
- Will be disruptive during construction to Plaza uses and businesses

Where Retrofit/Renovate Falls Short

A retrofit:

- Results in at least 600 square feet less than rebuilding City Hall
- Many unknowns and very high risk, which could be costly
- Has a longer construction schedule – more disruption
- Risk of exterior wall decomposition
- Added costs for materials testing and shoring of existing walls
- Has higher costs for demolition, sitework and foundation prep, design fees, and contractor's contingency

Why Building New is Recommended

“ORW Architecture recommends pursuing new construction for Ashland City Hall to provide a building that is safer and more durable, has a larger floor area, and is constructed faster with less risk and less expense.”

-Memo from ORW Architecture titled “Ashland City Hall – New or Renovation Considerations” 10/31/19

City Hall A Historical Perspective

Photo History of City Hall

City hall was constructed
in 1889 as a fire station

Undated photo of original
construction, viewed from
East Main Street



Photo History of City Hall

Original
construction, pre-
1913

Undated photo,
viewed from
North Main
Street

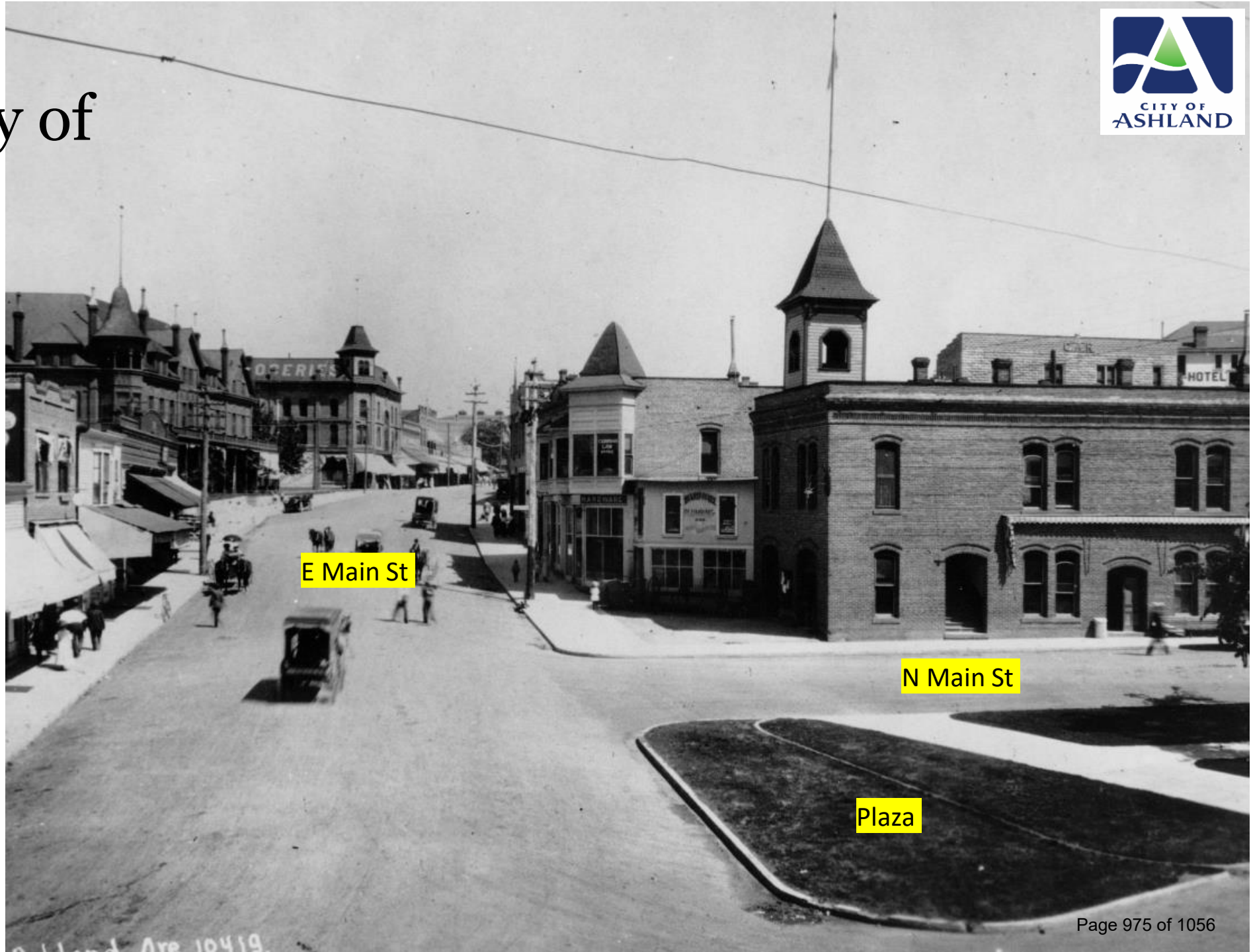
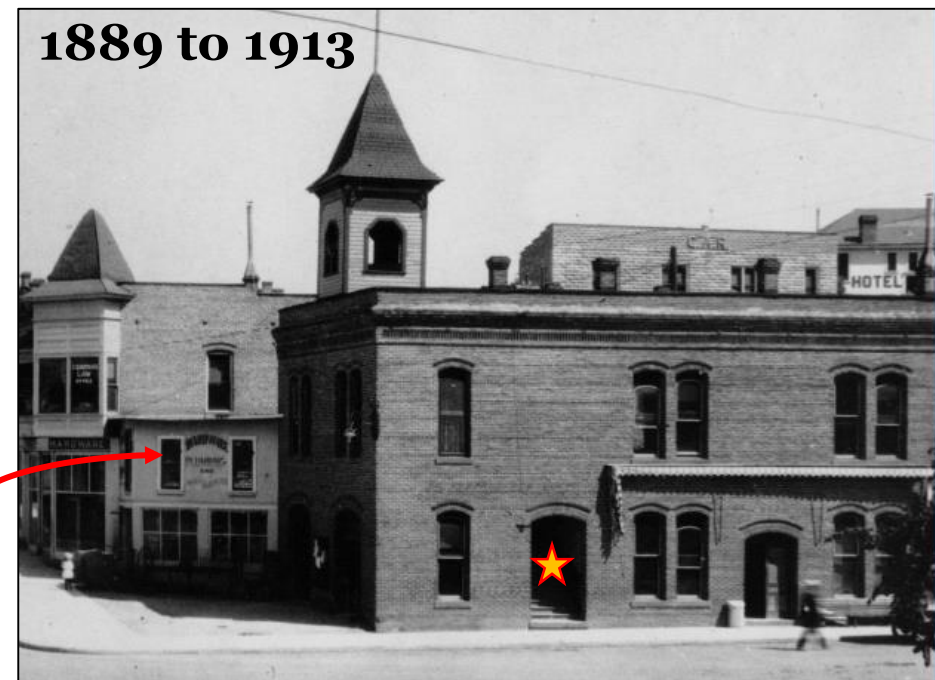


Photo History of City Hall – 1913 Remodel

Removed adjoining building
on E Main to expand south
and east.



Large addition on plaza-facing
side to expand north. Exterior
staircase remains



1913 remodel



Photo History of City Hall – 1913 Remodel

Second floor addition on south end (1997)

Minor addition on south end (date unknown)



Historic Significance

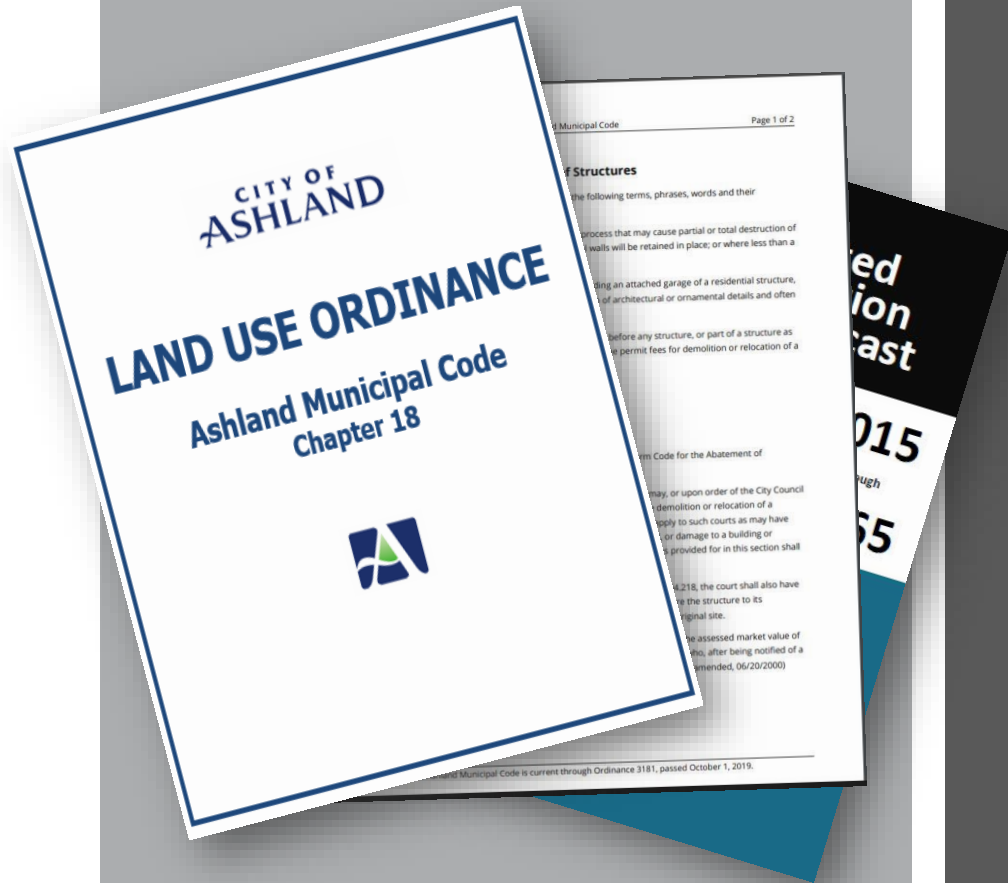
- City Hall is listed as a “Primary Contributing Resource” in the Ashland Downtown Historic District
- The Ashland Downtown Historic District is listed on the National Register of Historic Places
- Impacts to City Hall are evaluated through the City’s Demolition Permit Review and Site Design and Review process and the State Historic Preservation Office (SHPO)

What does this mean for the proposed demolition?

- City will need to consult with the Historic Commission and SHPO early in the design process
- These parties will develop a plan for mitigating the removal of this historic resource. **MITIGATION** may include:
 - Documentation
 - Protective covenants
 - Public education
 - Other historic preservation work to benefit the community

Local Review Process

1. Planning Application
 2. Demolition Permit
 3. Building Permit
-



Local Review Process

1. Planning Application

- Requires approval of Site Design Review for new building in the downtown
- Building over 2,500 square feet in size requires a public hearing at the Planning Commission
- Includes review of conformance with Historic District Design Standards

Local Review Process

2. Demolition Permit

- For structure 45 years or older, demonstrate cannot rehabilitate or reuse building or it is structurally unsound
- Development plan (Site Design Review) must be approved prior to demolition

Local Review Process

3. Building Permit

- Building construction drawings submitted
- Reviewed for consistency with State Building Code and approved planning application
- Once permit is issued, project is inspected by City staff

Pioneer Hall & Community Center

Pioneer Hall

Repair costs: \$403k -
\$500k (2022 dollars)

Overloaded roof under snow
(and possibly wind) loads

Overloaded floor joists and
beams under a live load

Seismic deficiencies

Architectural code deficiencies

Other “inhabitability”
deficiencies (e.g. insufficient
ventilation and lighting)

No fire protection system

Community Center

Repair costs: \$469k -
\$481k (2022 dollars)

Excessive and consistent roof
deflection causing

Outward deflection of exterior
wall

Downward deflection of ceiling
in main hall

Over spanned, sagging rafters

Floor deformation caused by
settling in the crawl space and
over-spanned floor joists

Why Do Public Buildings Cost More Than Residential Construction?

- Public facilities are required to pay “prevailing wage.” Prevailing wage adds to the cost of the job and may reduce those interested in bidding.
- The building code requirements create additional costs for commercial buildings such additional fire protection, accessibility requirements
- There are fewer commercial contractors

Butler-Perozzi Fountain

Butler-Perozzi Fountain

Historical Significance:

- Butler-Perozzi Fountain was sculpted by Antonio Frilli in Florence, Italy
- Showcased at a world art expo in San Francisco in 1915
- 1916: fountain gifted to Ashlanders by Gwin S. Butler and Domingo Perozzi
- Listed in the Ashland Cultural Resource Inventory Survey
- Lithia Park and the Butler-Perozzi Fountain are listed in the National Register of Historic Places

Butler-Perozzi Fountain



Butler-Perozzi Fountain

1980's Resoration:

- By the 1980s, all that remained of the fountain was the base
- John Fregonese found a sculptor trained in Italy money was raised for a complete restoration
- The sculptor restored and recreated the fountain bowls and Cupid statue, even sourcing the marble from the same Italian quarry as the original in Carrara Italy
- The project was completed in 1987

Solar/Micro Grid

Solar/Micro Grid Project

- Expansion of existing resiliency infrastructure at City Service Center/Emergency Operations Center
- Phase one of multi-phased, multi-year solar energy and battery storage system build out
- Expandable design as additional funding and operational opportunities arise
- Ongoing power generation for general City operations when not needed in emergency situations



Funding

Funding: Capital Bond

20- Year General Obligation Bond

- General Obligation Funding: For public projects that serve the public good. It is not associated with a fund (e.g. water, sewer) where rates are charged for use. A general obligation bond is backed by the full faith and credit of the City.
- A General Obligation (GO) Bond is commonly 20 years.

Funding via 20-Year Capital Bond

Projects:

• City Hall	\$7,200,000
• Pioneer Hall	\$ 500,000
• Community Center	\$ 500,000
• Solar	\$2,100,000
• Butler-Perozzi Fountain	\$ 350,000
<i>TOTAL</i>	<i>\$10,650,000</i>

Funding via 20-Year Capital Bond

Property Tax Implications:

Project	Estimated Cost	20-Year Bond Per \$1,000 of Assessed Value – Tax Rate
Capital Projects	\$10,650,000	\$0.2625

For a house assessed at \$400,000 the total annual taxes would be \$105.00

Funding via 20-Year Capital Bond

What if the project costs less than the amount bonded for?

The difference would have to be put back into the bond payments. The money could be spent on nothing else.

Why are multiple capital items bundled into one bond?

The cost of a bond are high. Bond Counsel recommends not bonding for <\$5,000,000

QUESTIONS?

Council Business Meeting

March 2, 2020

Agenda Item	Mayor Recommendation: City Hall Construction	
From	Kelly Madding	City Administrator
Contact	Kelly.madding@ashland.or.us	

SUMMARY

The Mayor has requested that the question of whether the City should attempt to demolish City Hall or preserve it, should the May 19 capital bond measure pass, be brought back to the City Council for review.

POLICIES, PLANS & GOALS SUPPORTED

PREVIOUS COUNCIL ACTION

During the February 18 City Council Business meeting, the Council approved moving forward with a Capital Improvement General Obligation Bond for the construction of City Hall and the structural renovation of the Community Center and Pioneer Hall. At that time, the Council directed Staff to return at a later date with a recommendation on whether to proceed with a demolition permit for City Hall or to proceed with preserving the historic building.

BACKGROUND AND ADDITIONAL INFORMATION

This is an evolving process and there has been new information provided to the City Council:

- During the February 18 City Council Business meeting, the Chair of the Historic Commission, Dale Shostrom read a letter on behalf of the Historic Commission recommending preserving the existing City Hall building, meaning preserving the existing walls.
- The demolition process has been reassessed by staff in light of this project and would likely be long, complicated, and possibly unsuccessful.

FISCAL IMPACTS

The preliminary cost estimates provided by ORW Architecture show little difference in the cost of demolishing City Hall and building a new building or retaining the existing building walls and reconstructing the inside of City Hall.

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to preserve the existing City Hall building should the May 19, 2020 General Obligation Capital Construction Bond pass. This entails preserving the historic walls while creating a seismically safe building within them and which would house a modern City Hall.

REFERENCES & ATTACHMENTS

Attachment 1: Ballot Language including Caption, Question, Summary, and Explanatory Statement

Attachment 2: Memo to Council regarding changing the method of reconstructing City Hall

CAPTION

General obligation bond authorization for three City capital construction projects. (10 words; max. 10 words)

QUESTION

Shall City issue \$8.2 million in general obligation bonds to finance City Hall, Pioneer Hall, and Community Center capital projects? (20 words; max. 20 words)

SUMMARY

This measure authorizes the City of Ashland to issue general obligation bonds in the amount of \$8.2 million to finance capital construction projects, including design, to make these three City buildings safe and serviceable for decades to come: City Hall, Pioneer Hall, and Community Center. The proposed bond would cost Ashland taxpayers approximately \$0.2090 per \$1000 of assessed value per year. The average assessed value for a single-family dwelling in Ashland is approximately \$310,000. The assessment on a home with that value would be \$64.79 per year for 20 years.

City Hall, built at the turn of the last century, is substandard in terms of seismic survivability, energy efficiency, internal systems, ADA access, and interior functionality.

The Ashland Community Center and Pioneer Hall have major structural defects that currently limit or preclude their use for most community events.

Because construction costs are rising faster than inflation, postponing these three projects until a future election would likely result in higher constant-dollar costs and would not necessarily avoid the need for bonding in the future. (173 words; max. 175)

EXPLANATORY STATEMENT

Current City Hall is an 1891 unreinforced brick building initially built to house a fire station and a few administrative offices. A subsequently-added stucco exterior sheath and multiple other exterior and interior alterations in the last century have resulted in a structure that does not meet current building codes, access requirements, or energy efficiency guidelines. The unreinforced masonry structure would likely not withstand a significant earthquake long enough for staff and customers to exit the building safely.

The majority recommendation of a 2017 City advisory committee on preferred City Hall locations was to keep it at its current site. Based on preliminary designs, the estimated cost for retaining a restored City Hall on the Plaza is \$7.2 million -- including final design, temporary relocation of staff, any necessary demolition, and construction work.

City Council will collaborate with the Planning Commission, the Historic Commission, and historic restoration specialists before approving final design.

The Ashland Community Center was constructed in 1922 and partially restored in the mid-1980s. It has housed local community meetings, dances, exhibitions, and other public and private events. In early 2019, the north facing wall began to fail, bulging outward such that the building became unusable.

Structural repair will require, at a minimum, a new roof, ceiling, and wall and foundation repairs and will cost up to \$500,000, based on preliminary estimates.

Pioneer Hall was originally built in 1921; a restoration and expansion project was completed in 1988. Since then, Pioneer Hall has been available by reservation for public and private events. A 2018 assessment of Pioneer Hall identified a number of needed corrective measures, including roof structure repair, seismic rehabilitation, Heating/Air Conditioning upgrades and ADA access improvements. These deficiencies have constrained use of Pioneer Hall, especially in wintertime, when a heavy snow load could cause roof failure. Based on preliminary estimates, rehabilitation of Pioneer Hall will cost up to \$500,000

If the bond passes and costs for these three capital projects prove to be less than currently estimated, the associated property tax rate will be reduced accordingly. If the costs prove to be greater than currently estimated, aspects of the projects would have to be scaled-back and deferred. (360 words; max. 500 words)

From: Mayor Stromberg
To: Ashland City Council
CC: Kelly Madding, David Lohman, Dale Shostrom
Subj: Changing the method of reconstructing City Hall

1. When we decided at our previous meeting to put a measure on the May 19 ballot to authorize issuing bonds to finance making City Hall, Pioneer Hall, and the Community Center safe and serviceable for decades to come, we directed that the existing building be replaced on the same footprint. In the referral of the bond measure, no decision was made on the appearance of the finished structure.

2. We now have some additional information that I believe would enable us to make that decision so that voters would have a better sense of what the outcome of a yes vote would be.

3. I have therefore asked that the City Hall project be added to our agenda for the February 4 Council meeting to evaluate this new information and decide if we are ready to make clear that our objective is, as much as possible, historical preservation of the current building .

4. In brief, the new information is:

- New ideas have surfaced for staging a restoration effort (as opposed to demolishing and putting up a new building) that may make it possible to reduce impacts of the construction process on the downtown area.
- If our decision were to demolish the old structure and build anew on the current site, the required approval process would be long, complicated and possibly unsuccessful.
- Extensive public input plus an official statement from the Historic Commission raise the issue: shouldn't the City's renovation of it's primary building, a contributing structure in an officially recognized historic heart of our community, demonstrate the principle of preservation of our historic heritage?

Suggested motion: "I move that the Council's previous decision to demolish the existing City Hall and replace it with a new building on the former one's footprint be changed to reconstruct the existing City Hall in such a manner as to preserve its historical character and substance."

Council Business Meeting

April 21, 2020

Agenda Item	City Hall Seismic Rehabilitation and Historic Preservation Findings	
From	Paula Brown, PE Kaylea Kathol, PMP	Public Works Director Public Works Project Manager
Contact	paula.brown@ashland.or.us ; (541) 552-2411 kaylea.kathol@ashland.or.us ; (541) 552-2419	

SUMMARY

Before the Council is a report developed by ORW Architecture, describing the cost and schedule findings of an architectural evaluation supporting the seismic rehabilitation and historic preservation of City Hall. This evaluation, submitted in response to Council's request at the March 3, 2020 Business Meeting, lends technical and historical contextual support to the capital improvements proposed by ballot Measure 15-193 in the upcoming May 19, 2020 primary election. The evaluation speaks specifically to four questions that have been expressed as major concerns of Council, including:

- (1) Q: Is a preservation approach to seismic renovation structurally feasible?
A: Yes, preservation can be achieved by underpinning the foundation, shoring existing walls, and careful demolition by hand.
- (2) Q: How confident are we that the cost of preservation can be achieved within the \$7.2 million budget proposed in Measure 15-193?
A: Historic preservation is expected to add about three percent to project costs, which is within an acceptable range of the \$7.2 million bond proposal.
- (3) Q: Can a Leadership in Energy and Environmental Design (LEED) Certification level of Silver or better be achieved within the budget?
A: The evaluation found the LEED Silver can easily be achieved, and the potential for achieving Gold within budget is promising.
- (4) What detail is available for the construction schedule and length of disruption to Plaza business and activities?
A: The evaluation is sensitive to the economic and cultural importance of the Plaza and suggests some approaches to fast track certain work packages and sequence construction that help minimize disruptions.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services
- Continue to leverage resources to develop and/or enhance Value Services: Emergency Preparedness

CEAP Goals:

1. Reduce Ashland's contribution to global carbon pollution by reducing greenhouse gas emissions associated with City, residential, commercial, and industrial activities.
2. Prepare the city's communities, systems, and resources to be more resilient to climate change impacts.

CEAP Strategic Initiatives: Support climate-friendly land use and management.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

Previous Councils and the current Council have seen multiple presentations on City Hall and how to structurally and seismically improve the existing facility or evaluate options to relocate and rebuild City Hall completely. The most recent discussions began with the April 2017 formation of the City Hall Ad Hoc Advisory Committee.

On October 15, 2019, Council provided direction to remain at the current location at 20 E. Main Street with the same two-story configuration and approved moving forward with design of a new City Hall building on December 3, 2019. The Council has since redirected the focus of the project. Rather than building a new structure, the Council has elected to pursue seismic rehabilitation with historic preservation of three exterior walls of the existing structure. The list that follows summarizes Council's recent actions toward developing bond language to fund the seismic rehabilitation and preservation of City Hall.

On January 7, 2020, the Mayor presented a Capital Needs and Financing presentation to the City Council. The presentation identified rebuilding City Hall for a cost of \$7.2 million, as a vital capital expenditure. Council requested more time to discuss this topic and to hold a town hall for citizens to speak on this issue. The town hall was held on January 22, 2020.

On February 4, 2020, Mayor Stromberg presented a Capital Needs and Financing Bond Proposal and the outcomes of the town hall held on January 22.

On February 18, 2020 Council approved moving forward with a Capital Improvement General Obligation Bond for the construction of City Hall and directed staff to return at a later date with a recommendation on whether to proceed with a demolition permit for City Hall, or to proceed the preserving three of the building's exterior walls.

On March 3, 2020, Council approved ballot language, asking voters whether the City should authorize \$8.2 million in general obligation bonds to finance capital improvements to three City facilities, including City Hall. The measure allocated \$7.2 million to seismic rehabilitation of City Hall, and in a turn from the previous direction of delivering a new building, provided for preservation of three exterior walls of City Hall. Council directed staff to return to Council with a more accurate cost estimate and schedule for the preservation of City Hall.

BACKGROUND AND ADDITIONAL INFORMATION

The City has been discussing the reconstruction or relocation of City Hall for over 25 years. The building is seismically vulnerable, all of the systems (plumbing, electric, air) are old and in need of complete replacement, the layout has been reconfigured a number of times and lacks meeting space and general functionality to support City business, the building is only moderately accessible, and has no room for even modest growth. City Hall was originally built in 1891 as a fire station and expanded in 1913 to include the portion of the building that now houses Administration on the second floor and the Utility Billing lobby and City Recorder's Office on the first floor. The current stucco veneer was added to the building at that time (1913) with the unreinforced brick masonry walls of the original building continue to form the skeleton of City Hall. A partial second story was added to this expansion at an unknown date. Two smaller additions were constructed out of concrete and concrete block at the south end of the building. The newer rear section of the building that now houses the Finance Department was built in two phases with the second floor completed in 1998. Historic photographs documenting the progressive remodels of City Hall are provided in Attachment 1.

Today's presentation is the result of a lengthy, intense effort that began in 2016 with a request for proposals to study siting options and the City's programmatic needs for a new City Hall. Of the four responsive proposals submitted, ORW Architecture was identified as the most qualified and proposed the lowest fee for the work. In the years that followed, ORW and the City provided Council with conceptual costs and designs of at least eight different alternatives for replacing City Hall at five possible locations. A robust public process of "narrowing down" culminated in Council's direction to design a new, two story City Hall building at its current Plaza location during the December 3, 2019 Business Meeting. Up until that point, ORW had focused their resources on

developing conceptual costs for a new two-story building that could achieve a LEED Silver Certification or better.

During the first six weeks of 2020, Council worked to develop ballot language for a general obligation bond allocating funding of \$7.2 million for a new two-story building. Further public testimony was received from community members and members of the Historic Commission, urging Council to reconsider an earlier option, which involved preserving three of the historic exterior walls, while “gutting” and rebuilding the interior. In response, at the February 18, 2020 Business Meeting, Council approved final bond language that supported a historic preservation approach to seismic rehabilitation. However, because previous efforts at cost estimating had focused on building new, Council also directed staff to verify prior to the May election whether a historic preservation approach was technically feasible and could be realistically accomplished within the \$7.2 million proposed in the bond. Council requested the verification effort include expertise from a third-party architect who specialized in historic preservation. Staff requested a proposal from ORW to rapidly respond to Council’s direction. ORW built a team, including a structural engineer (Ciota Engineering), a LEED specialist (Brightworks Sustainability), and a historic preservation architect (Peter Meijer Architect). The City and ORW entered into a contract for \$51,488 in March 2020. In less than a month of focused study with input from the chairperson of the Historic Commission, ORW and their team delivered their findings, affirming that seismic rehabilitation, historic preservation, LEED Silver Certification could be achieved for an estimated cost of \$7,425,000.

FISCAL IMPACTS

ORW’s intensive study on delivering seismic rehabilitation of City Hall with preservation of three exterior walls estimated total project costs would be approximately \$7,425,000. This cost includes design, permits and fees, temporary staff relocation, a solar photovoltaic system, and direct construction cost (mobilizing, labor, materials, contingency, etc.). Also embedded in this estimate is the cost to achieve LEED certification of at least Silver, and potentially Gold. Greater detail, including a description of historic preservation and construction schedule, is available in ORW’s evaluation, titled “Ashland City Hall – Preservation Findings” (Attachment 2).

STAFF RECOMMENDATION

A staff recommendation is not appropriate due to the informative nature of this staff report. Even so, staff wishes to communicate confidence to Council that historic preservation approach to seismic rehabilitation at City Hall is feasible. Furthermore, staff is pleased that the estimated cost of \$7,425,000 (which includes many contingencies) is within range of the \$7.2 million budget that was estimated for an entirely new building. It must be acknowledged that historic preservation involves meticulous planning and painstaking work of shoring and pining existing walls and performing significant demolition by hand – major components (and costs) that are not present in a build-new scenario. Staff is also confident that a LEED Certification of at least Silver, and possibly Gold, is attainable within budget, and that construction can be planned and sequenced in a way that strives to minimize economic disruptions of Plaza businesses and activities.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

None

REFERENCES & ATTACHMENTS

Attachment 1: Historic photographs of City Hall

Attachment 2: Ashland City Hall – Preservation Findings by ORW Architecture

October 15, 2019 Business Meeting: [Agenda](#) and [Minutes](#)

December 3, 2019 Business Meeting: [Agenda](#) and [Minutes](#)

January 7, 2020 Business Meeting: [Agenda](#) and [Minutes](#)

February 4, 2020 Business Meeting: [Agenda](#) and [Minutes](#)

February 18, 2020 Business Meeting: [Agenda](#) and [Minutes](#)

March 3, 2020 Business Meeting: [Agenda](#) and [Minutes](#)

The image below was taken prior to the 1913 additions. The exterior staircase is still in the same location.



The image below shows the 1913 addition to the north.



The one story building to the east is the area where Utility Billing is located. The image below shows a building in that location. That building was removed; City Hall was expanded towards the street and to the left. The window in the picture with the hardware sign above is now the location of the angled window at Martoli's.



The small addition at the south end of the building, now a portion of the Finance Department, is visible behind the parked cars



After the 1994 seismic report, a second story was added [1997-98] above the south addition and is now part of Finance and the upstairs corner conference room.



Ashland City Hall – Preservation Findings

April 10, 2020

INTRODUCTION

The following information is provided as a follow-up to the Council's direction to explore a preservation approach for Ashland City Hall and provide more detail during an expedited Pre-Design phase relative to preservation, sustainability, cost, and schedule. Findings were developed by the project team of ORW Architecture, Ciota Engineering (Structural), Peter Meijer (Historic), Brightworks (Sustainability), ArcSine Engineering (Mechanical/Electrical) and ACC (Cost Estimating).

Preservation Approach

The design team determined the three existing walls of City Hall could be effectively preserved and provide a safe, flexible, sustainable, 100-year building for the community. The preservation approach included collaboration with ORW, Peter Meijer, Dale Shostrom (Ashland Historic Commission chair), Ciota, and City staff to discuss historic priorities and potential design approaches.

The design team toured the existing building and studied images from the early 1900's. Around 1913 the building was expanded approximately 12' to the north at both levels, and approximately 14' to the south on the first level only. The original 1889 building is unreinforced brick; the 1913 expansion is concrete. The design approach would likely resemble and restore the building to the 1913 version: restoring most openings to their full size, retaining the stucco exterior, removing awnings and planters on the north side, and returning to a light exterior color with contrasting 1913 City Hall signage.

The main entry would likely be moved to the existing arched opening on the west side to improve space organization and flexibility, and strengthen the connection to the plaza. Relocating the entry to the west side provides universal access to a secure public lobby on both levels, a small suite to the north, and a large suite to the south. This approach provides flexibility for how the building is organized over time, e.g. the north suite could be offices or be adapted as a large public meeting room depending on the City's needs.

Future design work on City Hall would include consultation with the Oregon State Historic Preservation office (SHPO) as required by Oregon Statue, and Ashland's Historic Commission.

Structural System

The design team developed a structural concept that complies with current structural codes, is cost effective, sustainable, and expedient to build. The new structural system combines steel moment frames and wood framing, and epoxy anchors to stabilize and connect the existing unreinforced masonry walls.

Sustainability and Energy

Design team members and City staff completed a sustainability workshop to tie into the City's Climate Action Plan and explore sustainable and LEED (Leadership in Energy and Environmental Design) certification opportunities. To achieve a LEED level of Silver/Gold/Platinum, a project must

achieve 50/60/80 points, respectively. The preservation approach as conceived in Pre-Design is tracking 47 points as “yes” and 24 points as “maybe yes”, putting the project in a very strong position to achieve LEED Silver, and LEED Gold as a strong possibility.



The team established an Energy Use Index (EUI) level based on expected use for a standard office building and estimates 2/3 of the building’s annual energy could be offset by solar panels installed as part of the project’s 1.5% GET investment. With sustainability as a project driver, the team would actively pursue additional measures within the project budget to enhance energy efficiency and work toward a net-zero or net-zero-ready project.

Cost

The Pre-Design effort focused on the preservation approach and provided detail to support more informed cost modeling. Costs for the preservation approach are estimated to be more than new construction with careful demolition, existing wall protection, structural upgrades, and longer construction duration being the primary drivers of cost difference. Protecting the existing walls requires underpinning existing foundations and shoring the walls during demolition and structural work. Shoring is a specialty design-build task with varying methods and costs. Shoring design typically occurs at the beginning of construction but can occur in early design. For the preservation approach we recommend a Construction Manager/General Contractor (CM/GC) contracting method, with early shoring design and contractor input to determine the method and cost.

At this time, impacts to cost and escalation related to COVID-19 are unknown and construction was assumed to start in Spring of 2021 with 6% escalation. If construction started earlier, escalation could be reduced.

Construction Costs (including 1 year of escalation) are estimated at \$5,520,000 including solar and contractor contingency. Total Project Costs in 2021 are estimated at \$7,425,000.

Construction Schedule

Preserving the existing historic walls is estimated to take approximately 4 months longer than new construction in order to underpin and shore up the 130-year-old walls and carefully perform the tasks of demolition, excavation, foundation, and structural upgrade work, for a total estimated construction duration of 16-18 months. To minimize the impacts to downtown, the most disruptive construction activities (noise, traffic and parking impacts) are anticipated to be approximately 7-10 months depending on design, contractor methods, and availability of materials. Once the walls are secured to the new structure and the building is enclosed and focused more on interior work, impacts to downtown will lighten considerably.

Design is generally 10-12 months but can be expedited or phased to accommodate an early construction start.

Gross and Usable Space

The preservation approach reduces usable area by building a structural frame and secondary walls inside the existing exterior walls, but also captures new usable area from the mechanical well on the east side of the second level.

The existing gross area of City Hall (including usable space, exterior walls, structure, etc.) is 7,744 SF. The existing usable area of City Hall is 6,560 SF. The proposed gross area of City Hall is 8,443 SF. The proposed usable area of City Hall is 7,401 SF.



Attachments

- A) State Historic Preservation Office Process
- B) Pre-Design drawings (Existing and proposed floor plans, elevations, sections)
- C) Preliminary LEED Scorecard
- D) Cost Model Summary

Oregon Revised Statue Memo

February 21, 2020

Oregon Revised Statue, 2017 ORS 358 653 Conservation program stipulates the requirements for any state agency or political sub-division* to consult with the Oregon State Historic Preservation Office (SHPO) when major renovation, or demolition, of public properties occurs. The consultation process will require adherence with the protocols of Oregon Section 106 which entail writing 1) a Determination of [historic] Eligibility (DoE); 2) writing a Finding of Effect (FoE) – the effect the project has on the existing structure; and 3) developing a Memorandum of Agreement (MoA) between the political sub-division and SHPO.

**“political subdivision” includes counties, cities, school districts and any other governmental unit within the state*

A summary of these phases is as follows:

Determination of Eligibility (DoE)

The first step of the Section 106 process is to determine if the project structure meets the federal definition of a historic resource eligible for listing in the National Register of Historic Places. The process, known as a Determination of Eligibility, results in either a yes or no determination. PMA will use the result of research, and on-site observations, to describe the character, integrity, and statement of significance of the project and provide a preliminary opinion of Eligibility. The documentation produced by PMA will be reviewed by the Oregon SHPO for concurrence with PMA’s description. Final determination will be made by SHPO.

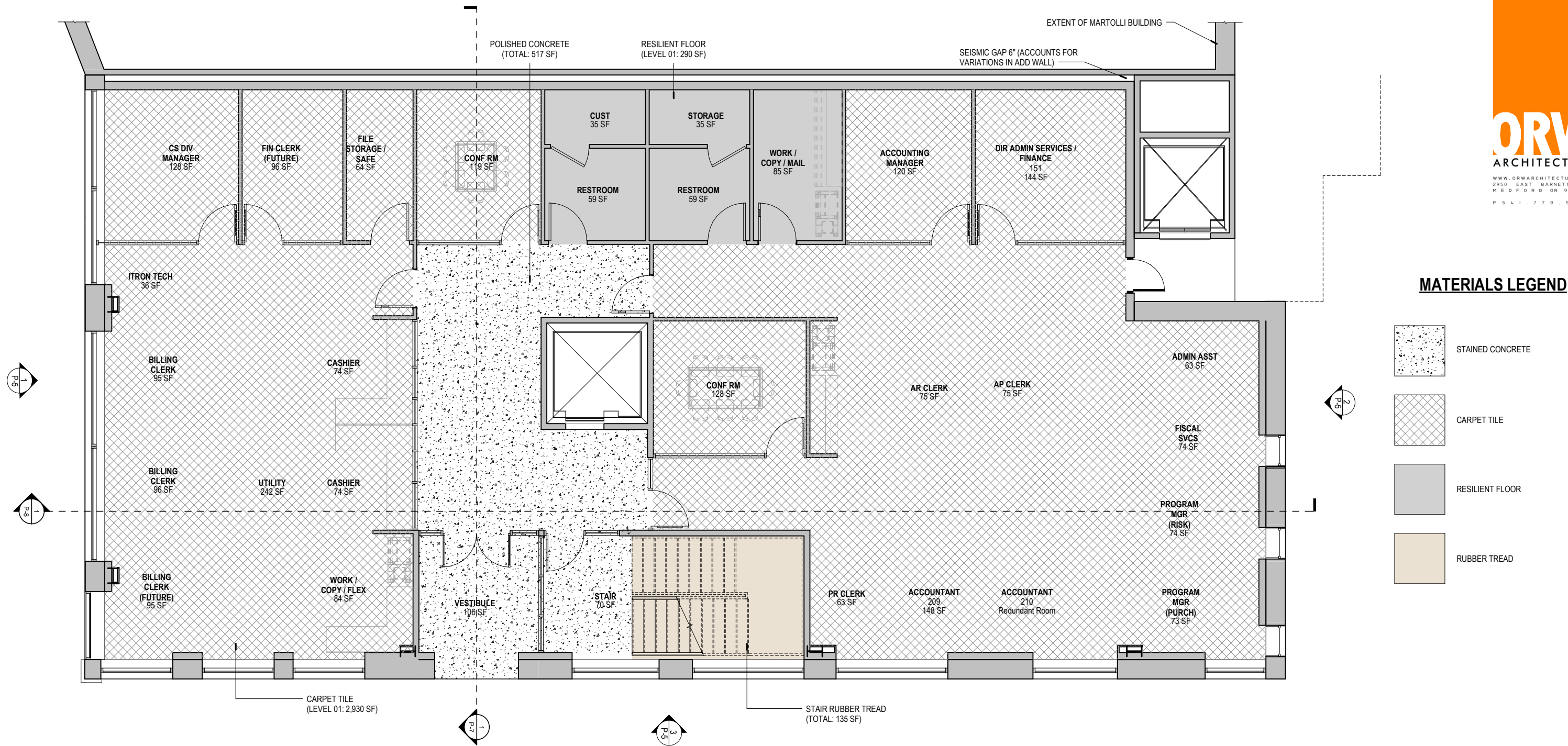
A “No” determination would result in the completion of the Section 106 process with no further action excepting final documentation to close the process. A “Yes” determination would trigger the next steps in the formal Section 106 process. A “Yes” determination does not obligate the political sub-division to file an application for listing in the National Register of Historic Places. Historic listing is a voluntary process determined by the sub-division. (see *Mitigation* for further information)

Finding of Effect (FoE)

Following a determination of historic eligibility, the Section 106 process requires describing the potential effect of the proposed design action could have on the integrity, character defining features, and significance of the property. During this phase, PMA will review the architectural design, proposed alterations, and overall effect to the project property. A FoE results in a finding under one of three categories: “No Effect,” “No Adverse Effect,” or an “Adverse Effect.” Findings of “No Effect” and “No Adverse Effect” minimize the remaining documentation focused on concluding the process.

Mitigation

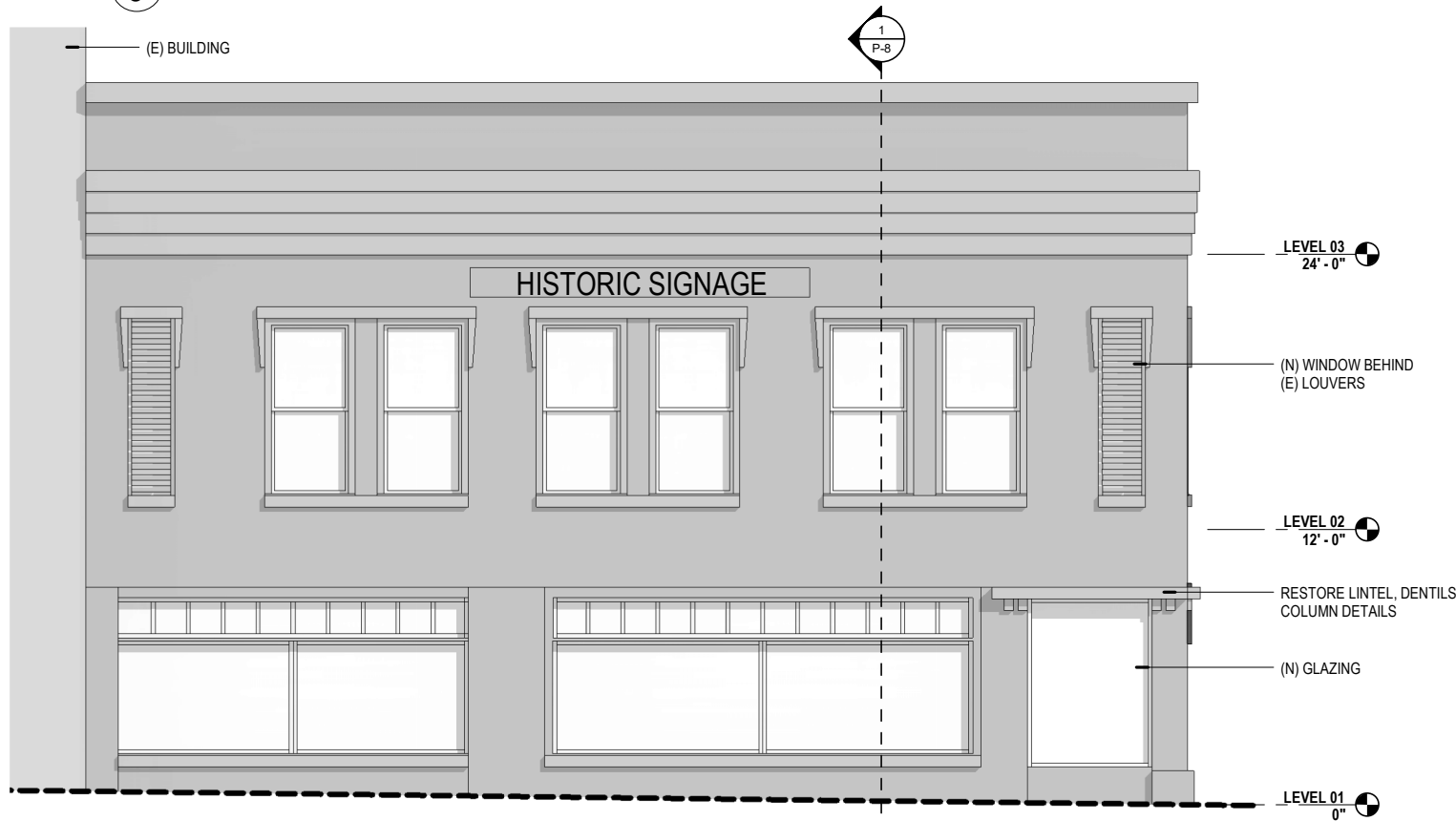
A result of “Adverse Effect” triggers a further consultation process with the Oregon SHPO. Consideration will need to be given to mitigating the loss of character defining features, or other relevant attributes that resulted in a “yes” DoE. Similar projects often provide public display panels, photographic documentation, and/or architectural artefact exhibits as acceptable means of conveying the loss of character defining elements. Similar exhibits were agreed upon by the SHPO during the deconstruction of the Washington Grade School in Vernonia, Oregon, demolition of Washington High School for North Clackamas SD, and major alternation and demolition of Madison HS, Portland, Oregon. Any mitigation strategies will be offered and initiated by the sub-division during consultation with the SHPO.



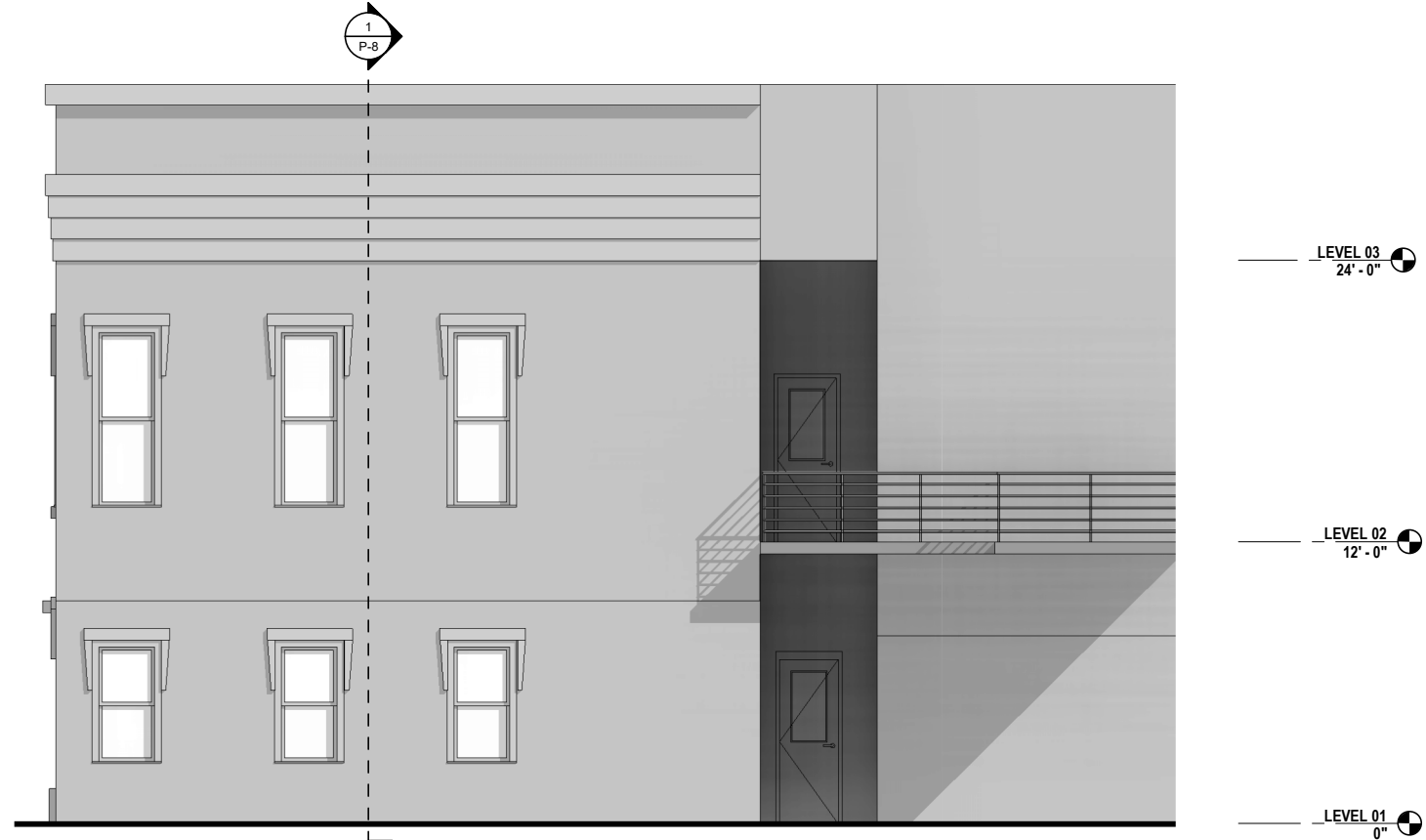




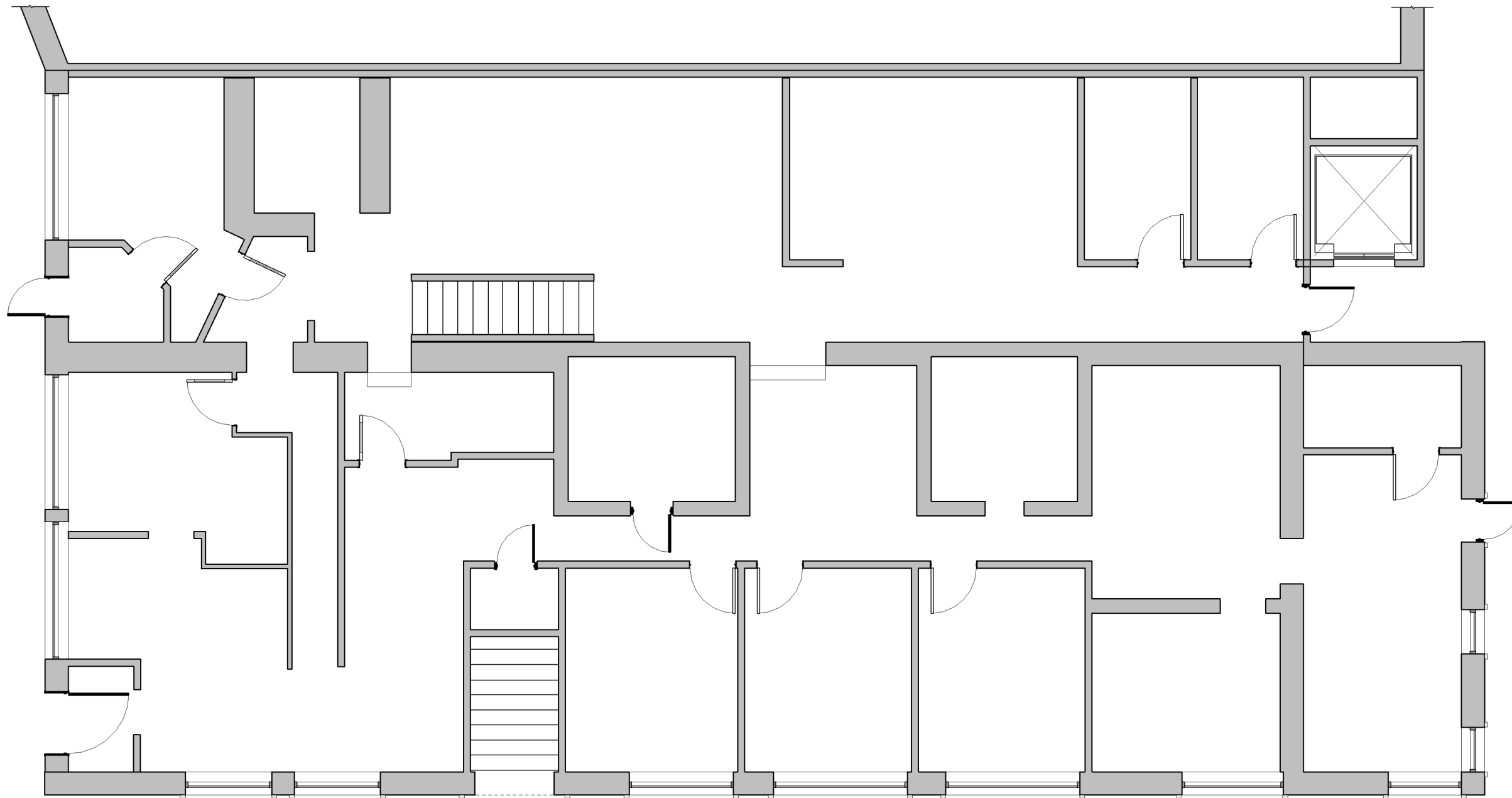
3 ELEVATION, CITY HALL - WEST

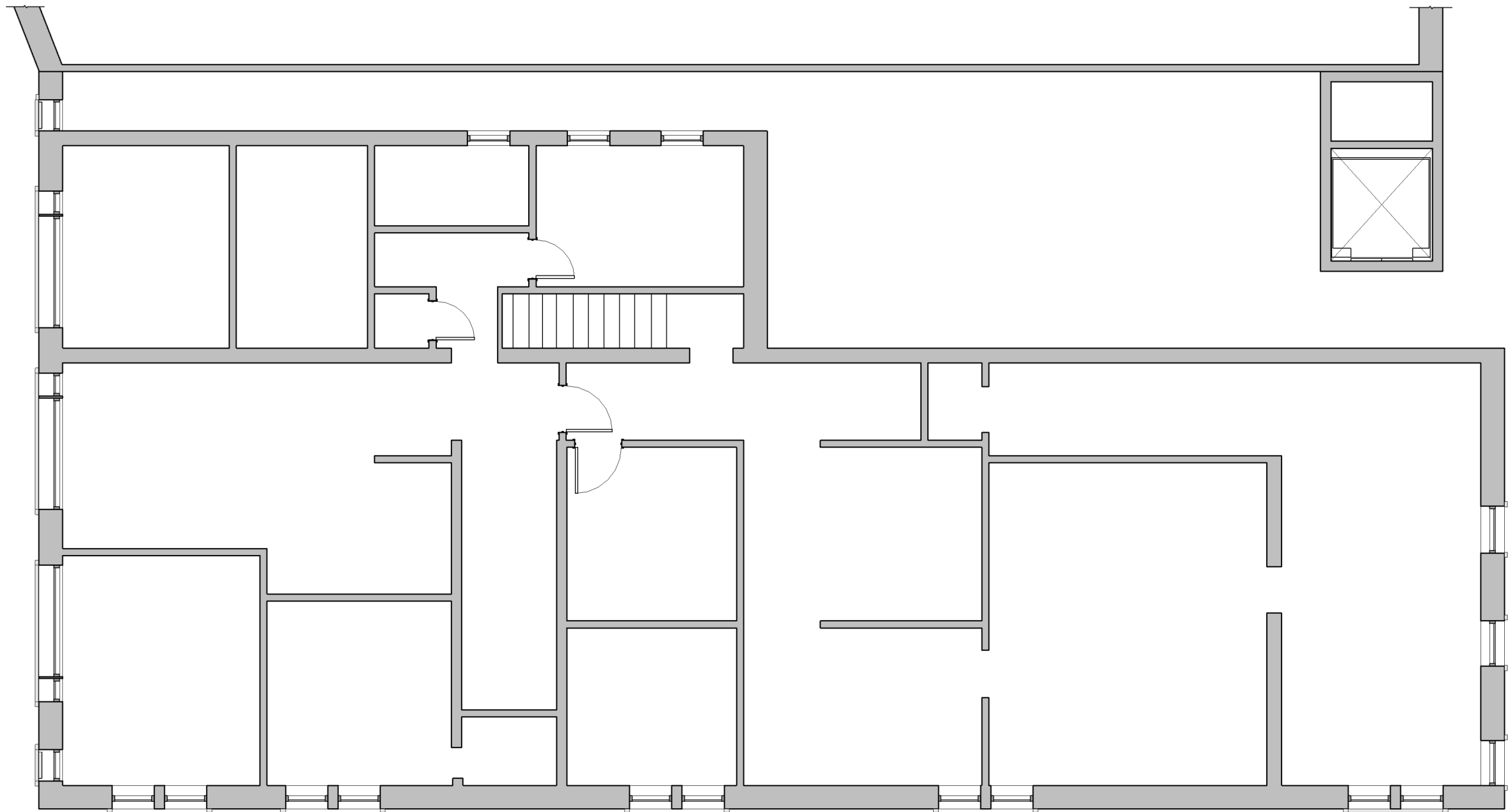


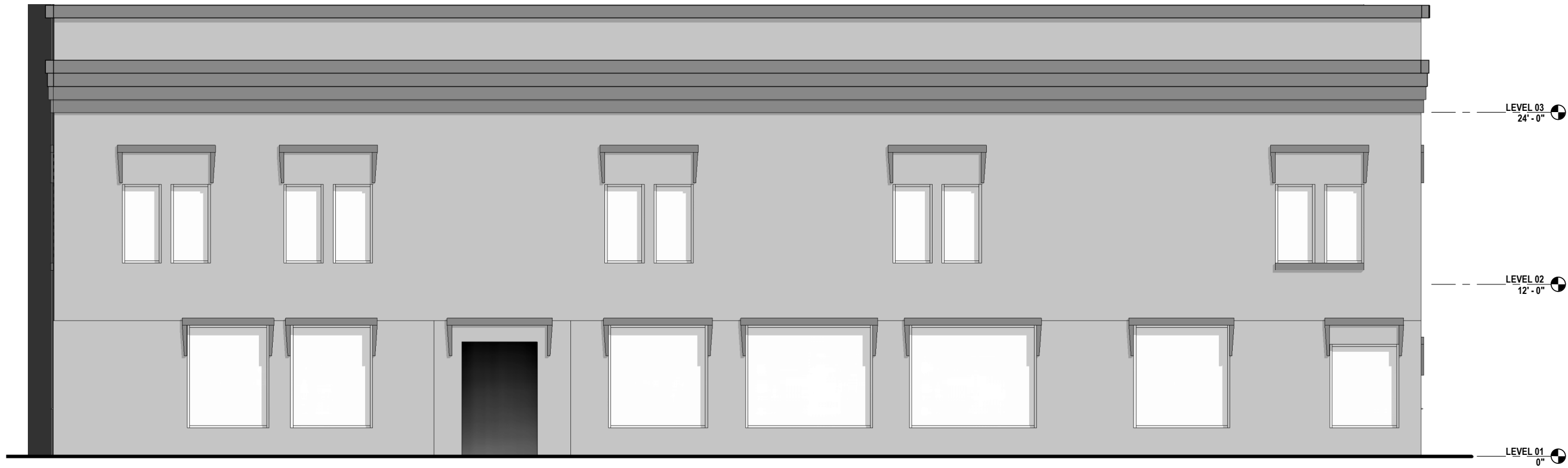
1 ELEVATION, CITY HALL - NORTH



2 ELEVATION, CITY HALL - SOUTH







3 P. ELEVATION, EXISTING - WEST



1 P. ELEVATION, EXISTING - NORTH



2 P. ELEVATION, EXISTING - SOUTH

Ashland City Hall - *Preservation Option*

LEED v4 for New Construction & Major Renovations Scorecard

04.01.2020

Goal: SILVER



47 24 22 19 Total Project Score					Certified 40-49 points Silver 50-59 points Gold 60-79 points Platinum 80 or more points				
Yes	7Y	7N	No		Yes	7Y	7N	No	
1				Credit 1	Integrative Process (v4.1)				1
4	3	3	6	Location and Transportation 16 Points Possible					
				Credit 1	LEED Neighborhood Development Location				16
1				Credit 2	Sensitive Land Protection				1
	1		1	Credit 3	High Priority Site - infill within historic district				2
2		2	1	Credit 4	Surrounding Density and Diverse Uses				5
		1	4	Credit 5	Access to Quality Transit (v4.1)				5
	1			Credit 6	Bicycle Facilities				1
1				Credit 7	Reduced Parking Footprint (v4.1)				1
	1			Credit 8	Electric Vehicles (v4.1)				1
5	2	2	1	Sustainable Sites 10 Points Possible					
Y				Prereq 1	Construction Activity Pollution Prevention				-
1				Credit 1	Site Assessment				1
1			1	Credit 2	Restore Habitat (v4.1), 25% of site - OR - Financial Support < \$2,000				2
	1			Credit 3	Open Space - 30% of site				1
	1	2		Credit 4	Rainwater Management (v4.1) - 80%, 85%, 90%				3
2				Credit 5	Heat Island Reduction				2
1				Credit 6	Light Pollution Reduction				1
3	3	1	4	Water Efficiency 11 Points Possible					
Y				Prereq 1	Outdoor Water Use Reduction, 30%				-
Y				Prereq 2	Indoor Water Use Reduction, 20%				-
Y				Prereq 3	Building-Level Water Metering				-
1		1		Credit 1	Outdoor Water Use Reduction, 50% - 100%				2
2	2		2	Credit 2	Indoor Water Use Reduction, 25% - 50%				6
			2	Credit 3	Cooling Tower Water Use				2
	1			Credit 4	Water Metering - sub-meter 2 water end-uses				1
8	11	9	5	Energy & Atmosphere 33 Points Possible					
Y				Prereq 1	Fundamental Commissioning and Verification				-
Y				Prereq 2	Minimum Energy Performance				-
Y				Prereq 3	Building-Level Energy Metering				-
Y				Prereq 4	Fundamental Refrigerant Management				-
	3	3		Credit 1	Enhanced Commissioning				6
5	5	5	3	Credit 2	Optimize Energy Performance - 14% = 5 pts, 24% = 10 pts, 38% = 15 pts				18
	1			Credit 3	Advanced Energy Metering				1
			2	Credit 4	Demand Response				2
3				Credit 5	Renewable Energy Production - 1%, 5%, 10%; Exemplary 15%				3
		1		Credit 6	Enhanced Refrigerant Management				1
	2			Credit 7	Green Power and Carbon Offsets				2
9		2	2	Materials & Resources 13 Points Possible					
Y				Prereq 1	Storage & Collection of Recyclables				-
Y				Prereq 2	Construction & Demo Waste Mgmt Plan				-
5				Credit 1	Building Life-Cycle Impact Reduction (v4.1)				5
1			1	Credit 2	Building Products: EPDs (v4.1)				2
		1	1	Credit 3	Building Products: Sourcing of Raw Materials				2
1		1		Credit 4	Building Products: Material Ingredients (v4.1)				2
2				Credit 5	Construction & Demolition Waste Mgmt - 75% with 4 material streams				2
8	4	4		Indoor Environmental Quality 16 Points Possible					
Y				Prereq 1	Minimum IAQ Performance				-
Y				Prereq 2	Environmental Tobacco Smoke Control				-
1				Credit 1.1	Enh IAQ Strategies Opt 1 (MERV 13, 10' entries, exhaust isolation)				1
1				Credit 1.2	Enh IAQ Strategies Opt 2 (CO2 monitors +/- 30% increase vent.)				1
3				Credit 2	Low-Emitting Materials				3
1				Credit 3	Construction Indoor Air Quality Mgmt				1
	1	1		Credit 4	Indoor Air Quality Assessment				2
	1			Credit 5	Thermal Comfort				1
1				Credit 6.1	Interior Lighting, Lighting Controls				1
		1		Credit 6.2	Interior Lighting, Lighting Quality				1
1	1	1		Credit 7	Daylight (v4.1)				3
	1			Credit 8	Quality Views				1
		1		Credit 9	Acoustic Performance (v4.1)				1
6				Innovation & Design Process 6 Points Possible					
1				Credit 1.1	Green Building Education - Tell the Sustainability Story, or Other				1
1				Credit 1.2	Resilience Assessment & Planning, or Other				1
1				Credit 1.3	Design for Enhanced Resilience, or Other				1
1				Credit 1.4	Enh Indoor Air Quality Strategies - Exemplary Performance, or Other				1
1				Credit 1.5	Low-emitting Materials - Exemplary Performance, or Other				1
1				Credit 2	LEED™ Accredited Professional				1
					Additional Options: Renewable Energy Production (Exemplary Performance), Green Cleaning & Integrated Pest Management, Passive Survivability & Backup Power During Disruptions, Design for Active Occupants, Design with Nature/Biophilic Design, Clean Construction, Occupant Comfort Survey, Other				
3	1	1	1	Regional Priority 4 Points Possible					
97520									
1				Credit 1.1	EA: Renewable Energy, 2 pts, 5%				1
			1	Credit 1.2	EA: Demand Response, 1 pt				1
1				Credit 1.3	MR: Building Products, Environmental Product Declarations, 1 pt				1
		1		Credit 1.4	MR: Building Products, Sourcing of Raw Materials, 1 pt				1
1				Credit 1.5	EQ: Construction Indoor Air Quality Mgmt				1
	1			Credit 1.6	WE: Indoor Water Use Reduction, 4 pts, 40%				1

Ashland City Hall Renovation Ashland , Oregon ORW Architecture Medford, Oregon Cost Model v1.3	ACC Cost Consultants, LLC Seth J. Pszczolkowski 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone (503) 718-0075 Fax (503) 718-0077	Estimate Date: 10-Apr-20 Document Date: 04-Apr-20 Print Date: 10-Apr-20 Print Time: 10:22 AM Constr. Start: Spring 2021

DIRECT CONSTRUCTION COST SUMMARY

Component	Area	\$ / SF	Total	
ESTIMATE 1.5% for GET (solar)	8,520 sf	\$580.05 /sf	\$4,942,000 \$75,000	
TOTAL DIRECT CONSTRUCTION COST	8,520 sf	\$588.85 /sf	\$5,017,000	

The above estimates are for direct construction cost only. They do not include furnishings & equipment, architect and engineer design fees, consultant fees, inspection and testing fees, plan check fees, state sales tax, hazardous material testing and removal, financing costs, owners contingency, nor any other normally associated development costs.

The above estimates assume a competitively bid project, with at least three qualified bidders in each of the major sub-trades as well as the general contractors.

The above estimates assume a construction start date of: Spring 2021. If the start of construction is delayed beyond the date above, the estimates must be indexed at a rate of 5% to 7% per year compounded.

This is a probable cost estimate based on in-progress documentation provided by the Architect. The actual bid documents will vary from this estimate due to document completion, detailing, specification, addendum, etc. The estimator has no control over the cost or availability of labor, equipment, materials, over market conditions or contractor's method of pricing, and contractor's construction logistics and scheduling. This estimate is formulated on the estimator's professional judgment and experience. The estimate makes no warranty, expressed or implied, that the quantities, bids or the negotiated cost of the work will not vary from the estimator's opinion of probable construction cost.

*** Costs are round off to the nearest \$1,000 ***

Ashland City Hall Renovation Ashland , Oregon ORW Architecture Medford, Oregon Cost Model v1.3	ACC Cost Consultants, LLC Seth J. Pszczolkowski 8060 SW Pfaffie Street, Suite 110 Tigard, Oregon 97223-8489 Phone (503) 718-0075 Fax (503) 718-0077	Estimate Date: 10-Apr-20 Document Date: 04-Apr-20 Print Date: 10-Apr-20 Print Time: 10:22 AM Constr. Start: Spring 2021

SUMMARY	Base Building

DIRECT CONSTRUCTION COSTS	\$ / sf Cost	Comments

Area	8,520 sf	
A10 FOUNDATIONS	\$17.04 \$145,221	
A20 BASEMENT CONSTRUCTION	0.00 0	
B10 SUPERSTRUCTURE	70.45 600,271	
B20 EXTERIOR CLOSURE	35.48 302,266	
B30 ROOFING	16.99 144,761	
C10 INTERIOR CONSTRUCTION	41.17 350,799	
C20 STAIRS	3.66 31,206	
C30 INTERIOR FINISHES	16.20 138,021	
D10 CONVEYING SYSTEMS	11.15 95,000	
D20 PLUMBING SYSTEMS	8.00 68,160	
D30 HVAC SYSTEMS	35.00 298,200	
D40 FIRE PROTECTION SYSTEMS	7.00 59,640	
D50 ELECTRICAL SYSTEMS	40.00 340,800	
E10 EQUIPMENT	0.33 2,800	
E20 FURNISHINGS	1.54 13,112	
F10 SPECIAL CONSTRUCTION	46.95 400,000	
F20 SELECTIVE DEMOLITION	22.81 194,374	
G10 SITE PREPARATION	2.93 24,958	
G20 SITE IMPROVEMENTS	1.93 16,448	
G30 SITE MECHANICAL UTILITIES	1.76 15,000	
G40 SITE ELECTRICAL UTILITIES	0.00 0	
Z10 GENERAL REQUIREMENTS	39.13 333,373	
SUB-TOTAL	\$419.53 \$3,574,410	
Estimating/Design Contingency	15.00% 62.93 536,162	
Index To Construction Start	6.00% 28.95 246,634	
General Conditions / Insurance / Bond	8.00% 40.91 348,576	
General Contractor OH & Profit	5.00% 27.62 235,289	
TOTAL DIRECT CONSTRUCTION COST	\$579.94 \$4,941,071	



Council Study Session

Date: October 20, 2025

Agenda Item	Ballot Measure Question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

10 minutes

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

Council Member Duquenne and Council Member Sherrell have requested this item to come forward at a study session for discussion based on a citizen request that the City Council put forth this ballot item instead of a citizen initiative. The title in question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?

POLICIES, PLANS & GOALS SUPPORTED

NA

BACKGROUND AND ADDITIONAL INFORMATION

A citizen has initiated the process to put an item on the upcoming May 19, 2026, Primary Election ballot. Members of Council have requested a discussion about the citizen's proposed ballot item.

Oregon Administrative Rule (OAR) Chapter 165, administered by the Secretary of State Elections Division, and Oregon Revised Statutes (ORS) Chapter 250 governing initiatives and referendums, establish the procedures and responsibilities of both citizens and public bodies in the election process. The responsibility of the public body is to ensure that ballot titles, summaries, and explanatory statements are clear, accurate, and impartial.

Options for Council action:





Council Study Session

Review of Initiated Measure by City Governing Body

Not later than 30 days after the initiated measure is filed with it, the **city governing body must review the measure**. It may adopt the initiative, reject it, or take no action, further described below.

City governing body action	Local elections official action
→ The city adopts the initiative. ! The mayor does not have the authority to veto an initiated measure.	✓ The official takes no action, as the initiative will go into effect without an election being held.
→ The city rejects the initiative unless state law or city charter or ordinance requires a vote on the initiative.	✓ The official submits the measure to city voters at the next available May or November election date that is no sooner than 90 days after the initiated measure was filed with the city governing body. ✓ The official files measure with the County Elections Official on: ! Form SEL 802 Notice of Measure Election – City.
→ The city rejects the initiative and refers a competing measure that is prepared no later than 30 days after the initiated measure was filed with the governing body. ! The mayor does not have the authority to veto a competing measure.	✓ The official submits the competing measure to city voters at the same May or November election as the initiated measure. ✓ The official files measure with the County Elections Official on: ! Form SEL 802 Notice of Measure Election – City.

FISCAL IMPACTS

For the May and November ballot, the County will be covering the expense.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council may give direction as appropriate.

REFERENCES & ATTACHMENTS

1. Ballot Title Notice 7.2025
2. countycitydistrictir
3. Primary Election - May 19, 2026 CountyDeadlines
4. General Election - November 2026 - CountyDeadlines



**NOTICE OF RECEIPT OF BALLOT TITLE
FILED IN THE CITY OF ASHLAND
May 19, 2026, Primary Election**

NOTICE IS HEREBY GIVEN that a ballot title meeting the requirements of section 1(2)(d), Article IV of the Oregon Constitution (one subject) has been filed with the City Recorder.

The ballot title has been prepared by the City Attorney and is as follows:

CAPTION: Requiring Voter Approval for New or Increased Fee or Tax

QUESTION: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?

SUMMARY:

A "Yes" vote amends the Ashland City Charter, Article IX, Special Powers of the Council, as follows:
Section 8: Fees and Taxes: The City Council by majority vote may propose new fees, taxes, or increase existing fees or taxes on a utility bill unrelated to the operation of the utilities. Notwithstanding any other provision, no such fee, tax, or increase will be assessed, imposed, or collected until at least thirty (30) days following a positive vote to affirm by Ashland voters at the next regularly scheduled election.

This citizen-initiated petition would require voter approval before the City can implement new or increased utility fees or taxes unrelated to utility operations. The measure could delay or prevent new utility fees, which may affect the timing or provision of City services. State and federal taxes and fees are exempt. The practical or financial impacts of potential delays or disruptions have not been fully evaluated or detailed.

A "No" vote retains existing City Charter language.

ANY ELECTOR DISSATISFIED WITH THE BALLOT TITLE may petition the Circuit Court seeking a different title and stating the reasons the title filed is insufficient, not concise or unfair. Petition must name as respondent the City Attorney and must be filed no later than the 7th day after ballot title is filed with the City Recorder, **July 28, 2025**. The court shall review the title and measure to be initiated or referred, hear arguments, if any, and certify to the city elections officer a title for the measure which meets the requirements of ORS 250.035.

AN ELECTOR FILING A PETITION shall notify the city elections officer in writing that the petition has been filed. The notice shall be given NO LATER THAN 5 p.m. on the next business day following the day the petition is filed. ORS 250.296(2).

For more information please contact:
City Recorder at recorder@ashlandoregon.gov

County, City, and District Initiative and Referendum Manual

Published by

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Oregon Administrative Rule No. 165-014-0005



Secretary of State

Elections Division Rev. 01/2024

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Using This Manual

This manual is intended to provide an overview of the county, city, and district initiative and referendum processes. Some processes outlined in this manual may be superseded by local ordinance or charter. [ORS 250.041](#), [ORS 250.005 to 250.038](#) apply to county and city measures regardless of anything to the contrary in the local charter or ordinance.

 Failure to follow the instructions completely may invalidate the petition.

This manual does not provide guidelines for:

- district formations under ORS Chapter 198;
 Contact the [Special Districts Association of Oregon](#) 800 285-5461.
- city incorporations under ORS Chapter 221; or
 Contact the county elections official.
- county, city, or district governing body referrals.
 See the [County, City, and District Referral Manual](#) available at www.oregonvotes.gov.

Icons

In this manual the following icons highlight information:

 alert icon indicates alert; warning; attention needed	 info icon indicates other information
 deadline icon indicates a deadline	 petition committee icon indicates a petition committee
 example icon indicates a detailed example of a concept, process or form	 petition sheet icon indicates a reference to a signature sheet
 form icon indicates a reference to a form	 search icon indicates information found elsewhere

Help

If you have questions about the material covered in this manual or need further help, please contact your local elections official or:

Elections Division
255 Capitol St NE, Suite 126
Salem, OR 97310

 **503 986 1518**
fax 503 373 7414

 elections.sos@sos.oregon.gov
 www.oregonvotes.gov

 **1 866 673 8683**
se habla español

tty 1 800 735 2900
for the hearing impaired

Getting Started

The initiative and referendum processes are methods of direct democracy that allow people to propose or amend local laws and charters or to adopt or reject an ordinance or other legislative enactment passed by a local governing body.

If chief petitioners gather and file the required number of signatures, the initiative or referendum is placed on the ballot for voters to adopt or reject.

This manual is intended to provide and describe an overview of county, city and district initiative and referendum processes. Except for the ballot title requirements and other mandatory state laws, some of the processes discussed for counties and cities may be superseded by local charters or ordinances. Check with your local elections official for applicable charter or ordinance provisions.

-  Some special districts do not allow for initiative or referendum process. Check with your district to see if citizens of the district have the ability to enact legislation and exercise the power of initiative or referendum for that district.

Designating Chief Petitioners

An initiative or referendum may have up to three chief petitioners who are the individuals responsible for the preparation and organization of the petition.

In Oregon, any person, acting individually or on behalf of an organization, may be a chief petitioner.

Chief petitioners are responsible for:

- Filing the prospective petition;
- designating whether petition circulators will be paid or unpaid;
- establishing a petition committee prior to approval to circulate;
- educating and monitoring circulators;
- collecting signatures; and
- submitting signatures.

-  Once cover and signature sheets have been approved to circulate an individual chief petitioner cannot be removed or changed. Chief petitioners that die after the petition is approved to circulate will be removed from the petition. Before cover and signature sheets are approved to circulate chief petitioners may be added or removed from the petition as long as one original chief petitioner remains throughout the entire process. If all original chief petitioners resign, the petition is void and must be re-filed.

Campaign Finance Reporting

Oregon campaign finance law may require chief petitioners to set up a campaign account, file a Statement of Organization designating a treasurer and file contribution and expenditure transactions with the State Elections Division.

-  The local elections official will not approve cover and signature sheets for circulation until a committee has been set up. A separate petition committee must be established and transactions filed for each initiative or referendum.

For further details on campaign finance reporting requirements, review:

-  The **Campaign Finance Manual** and the **ORESTAR User's Manuals** available at www.oregonvotes.gov.

Submitting Forms and Documents

With the exception of petition signature sheets and physical examples of cover and signature sheet forms, completed and signed forms or documents may be:

→ scanned and emailed;



The local elections official may notify affected individuals by email.

→ faxed; or

→ mailed or personally delivered.



Signatures sheets must be mailed or personally delivered to the local elections official by a chief petitioner or an authorized agent.

Filing Requirements

The following information may be superseded by local charter or ordinance:

	Initiative Petitions	Referendum Petitions
First Day to File Prospective Petition For all petition types	Any time	Any time after nonemergency ordinance or other legislative enactment adopted
County File with County Elections Official		
Required Signatures	*8% for charter amendment or adoption, all others *6%	*4%
Signatures Due	2 years after final approval to circulate	90 days after nonemergency ordinance or other legislative enactment adopted
City File with City Elections Official		
Required Signatures	15% of voters registered in the city the day prospective petition filed	10% of voters registered in the city the day prospective petition filed
Signatures Due	2 years after final approval to circulate	30 days after nonemergency ordinance or other legislative enactment adopted
District File with County Elections Official of the county where the administrative office of the district is located		
Required Signatures	*15%	*10%
Signatures Due	2 years after final approval to circulate	30 days after nonemergency ordinance or other legislative enactment adopted
For the Port of Portland, a metropolitan service district organized under ORS chapter 268, a school district with more than 40,000 pupils, or a mass transit district in a metropolitan statistical area with a population exceeding 400,000		
Required Signatures	*6%	*4%
Signatures Due	2 years after final approval to circulate	90 days after nonemergency ordinance or other legislative enactment adopted



*The required number of signatures is a percentage of votes cast for governor in the relevant county, city, or district at the most recent election where a governor was elected to a full term. The calculation includes votes cast for each candidate whose name was printed on the ballot. Write-in votes are included however over and undervotes are not.



Initiative and Referendum Calendars

2024 🕒 Last day:	March 12	May 21	August 27	November 5
County Initiative or Referendum → for chief petitioners <i>to file signatures for verification</i> and qualify for this election	Does not apply	February 21	Does not apply	August 7
City Initiative → for the City Elections Official <i>to file qualified initiative</i> with governing body ⓘ Both signature verification, which can take up to 30 days, and a meeting of the city governing body must occur by this date.	Does not apply	February 21	Does not apply	August 7
City Referendum → for chief petitioners <i>to file signatures for verification</i> and qualify for this election	Does not apply	February 21	Does not apply	August 7
District Initiative or Referendum District does not hold regular elections → for the County Elections Official <i>to complete signature verification and place qualified measure on the ballot</i> ⓘ Signature verification, which can take up to 30 days, must be complete by this date.	Does not apply	March 20	Does not apply	September 4
District Initiative or Referendum District holds regular elections → for the District Elections Authority <i>to file Notice of Measure Election</i> with County Elections Official ⓘ Signature verification, which can take up to 30 days, must be complete by this date.	Does not apply	March 20	Does not apply	September 4

2025 🕒 Last day:	March 11	May 20	August 26	November 4
County Initiative or Referendum → for chief petitioners <i>to file signatures for verification</i> and qualify for this election	Does not apply	February 19	Does not apply	August 6
City Initiative → for the City Elections Official <i>to file qualified initiative</i> with governing body	Does not apply	February 19	Does not apply	August 6
City Referendum → for chief petitioners <i>to file signatures for verification</i> and qualify for this election	Does not apply	February 19	Does not apply	August 6
District Initiative or Referendum District does not hold regular elections → for the County Elections Official <i>to complete signature verification and place qualified measure on the ballot</i>	Does not apply	March 20	Does not apply	September 4
District Initiative or Referendum District holds regular elections → for the District Elections Authority <i>to file Notice of Measure Election</i> with County Elections Official	Does not apply	March 20	Does not apply	September 4

⚠ Statute does not specify a deadline for chief petitioners of **city initiatives, district initiatives, or referendums** to file signatures for verification. Coordinate signature submission with the filing officer to allow sufficient time for the 30-day signature verification process to be completed and, for city initiatives, submission to the city governing body prior to the deadlines outlined above.

Initiative Process Timeline

Chief Petitioner

- 1 Begin process by filing:
 - SEL 370 listing no more than three chief petitioners and designating whether circulators will be paid and
 - text of the prospective initiative.

See page 8

Registered Voter (steps not required)

- 7 Voter who disagrees with the constitutional requirement determination can challenge determination in Circuit Court.
 - 7th business day after the determination made if the text does not comply
 - or
 - 7th business day after ballot title was filed with elections official if the text does comply
- 10 Voter who is dissatisfied with ballot title can petition Circuit Court for review.
 - 7th business day after ballot title filed
- 11 Notify County Elections Official of Circuit Court petition.
 - 5 pm 1st business day after the petition is filed with the Circuit Court

See page 9

See page 10

Chief Petitioner

- 12 File cover and signature sheets for approval.
 - any time after ballot title finalized
- 14 After receiving approval to circulate and reviewing with circulators the legal requirements and guidelines for circulating an initiative petition, begin gathering signatures.
- 15 Submit signatures for verification.
 - 2 years after approved to circulate

See page 10

See page 11

See page 12

Local Elections Official

- 2 Date and time stamp prospective petition.
- 3 If complete and correct, assign the petition an identification number. Send SEL 370 to orestar-support.sos@sos.oregon.gov
- See page 8
- 4 Review text for compliance with constitutional requirements.
 - 5th business day after petition filed
- 5 Notify chief petitioners of determination.
 - 6th business day after petition filed
- 6 If petition complies with constitutional requirements, forward prospective petition to District Attorney or City Attorney.
 - 6th business day after petition filed

See page 9

District Attorney

- 8 Draft and file ballot title that impartially summarizes the petition and its major effect.
 - 5th business day after receipt

See page 9

Local Elections Official

- 9 Publish receipt of ballot title.
 - Use the next available edition of a newspaper of general circulation in the county which will be printed prior to deadline to file petition to review ballot title.
 - In addition, the notice may also be published on the county's web site for a minimum of 7 days.
- See page 10
- 13 Review cover and signature sheets and approve petition to circulate.
 - must not approve until the ballot title is final and chief petitioners have filed a Statement of Organization with the State Elections Division
- See page 10
- 16 Conduct signature verification.
 - Completed no later than the 30th calendar day after signatures filed
- See page 12
- 17 Qualify petition for ballot if signature verification shows the petition has the required number of signatures.
 - See page 13

To calculate deadlines, day one is the day after a complete and correct document is filed or the day after a document is due. If a statutory deadline falls on a Saturday, Sunday or holiday, the deadline becomes the following business day as provided for in [ORS 246.021](#). However, constitutional deadlines that fall on a Saturday, Sunday or holiday become the previous business day.

Initiative Process

Except for state statutes relating to ballot title format under [ORS 250.041](#) and the statement of measures filed under [ORS 254.095](#), [254.103](#), and [255.085](#), local charter or ordinance requirements may supersede some of the processes discussed in this manual.



Contact the local elections official for any applicable charter and ordinance requirements.



The deadlines for the procedures explained in the following sections are contained in the [Initiative Process Timeline](#) on page 8.

Filing a Prospective Petition

Oregon Constitution, Article IV, §1, Article VI, §10, ORS 250.165, 250.265, and 255.135

Before gathering the signatures necessary to place an initiative on the ballot, chief petitioners must file a prospective petition with the local elections official.

Chief Petitioners

- 1 Chief petitioners write the text of the proposed charter or ordinance, or the amendment to an existing charter or ordinance themselves but are encouraged to seek legal help.
- 2 Chief petitioners designate no more than three people as chief petitioners and determine circulator pay status.
 - Form [SEL 370 Prospective Petition – Local Initiative or Referendum](#) must be completed and signed by all chief petitioners who must also designate circulator pay status. Incomplete forms will be rejected.
 - If any information provided on form [SEL 370](#) changes, including circulator pay status, all chief petitioners must complete and sign an amended form [SEL 370](#). The form must be filed within 10 calendar days of the change.
- 3 Chief petitioners file text of initiative petition and form [SEL 370](#) with local elections official.
- 4 Chief petitioners must set up a campaign account and file a Statement of Organization designating a treasurer with the Elections Division.
 - See [Campaign Finance Reporting](#) on page 4.
- 5 Chief petitioners may also authorize individuals to act on their behalf in most matters about the petition process by completing and filing:
 - Form [SEL 307 Agent Authorization](#).

Local Elections Official

After receiving the prospective initiative petition the **local elections official**:

- ✓ date and time stamps the prospective petition;
- ✓ reviews the forms for completeness and correctness;
- ✓ if complete and correct, assigns the petition an identification number;
- ✓ scans and emails a date stamped copy of the [SEL 370](#) to orestar-support.sos@sos.oregon.gov; and
- ✓ reviews the text for compliance with procedural constitutional requirements.



Procedural Constitutional Review

Oregon Constitution, Article IV, §1, Article VI, §10 and ORS 250.168, 250.270, and 255.140

The Oregon Constitution established the following requirements for local initiative petitions:

- must have a single subject or closely related subject;
- must include the full text; and
- must be legislative rather than administrative in nature.



The local elections official does not review the prospective petition for substantive constitutional or legal sufficiency.

After reviewing the text to determine whether the prospective initiative petition complies with constitutional requirements, the **local elections official**:

If text does not comply

- ✓ notifies chief petitioners of determination by certified mail, return receipt requested; or

If text does comply

- ✓ notifies chief petitioners of determination in writing and sends a copy of the text to the district attorney or city attorney for preparation of a ballot title.

Appeal

Any registered voter may appeal the local elections official's constitutional requirement determination by filing a petition with the Circuit Court for review.



See the [Initiative Petition Process outlined on page 7](#) for the deadline to complete the procedural constitutional review and to challenge the ruling.

Ballot Title

ORS 250.035, 250.175, 250.195, 250.275, 250.296, 255.145, 255.155, and 255.215

A ballot title is a concise and impartial statement summarizing the initiative and its major effect that is printed on the reverse of all signature sheets used for circulation and on the ballot.

Format

After receiving the text of the prospective petition, the **district attorney or city attorney drafts and files a ballot title** with the local elections official. A ballot title includes:

- a caption that does not exceed 10 words describing the subject of the petition;
- a question that does not exceed 20 words plainly phrasing the main purpose of the petition so that an affirmative response to the question corresponds to a yes vote on the ballot; and
- a summary that does not exceed 175 words concisely and impartially summarizing the petition and describing its major effect.



If the ballot title has a clerical error the district attorney or city attorney may correct the error no later than the 10th business day after the ballot title is certified.



Notice

The **local elections official publishes** notice that the ballot title or corrected ballot title has been received in the next available edition of a newspaper of general circulation in the county, city, or district and supplies a copy of the ballot title to chief petitioners. It is advisable for the local elections official to also publish notice on the county, city, or district website for a minimum of seven days. Notice includes all of the following:

- ✓ a statement that the ballot title or corrected ballot title has been received and that any voter may file a petition for review of the ballot title;
- ✓ the deadline for filing the petition and notifying the local elections official;
 -  The deadline to file a petition to review the corrected ballot title is no later than the 10th business day after the ballot title is corrected.
- ✓ the ballot title supplied by the District Attorney or City Attorney or information on how to obtain a copy; and
- ✓ a statement that the prospective initiative petition complies with constitutional requirements.

Ballot Title Appeal

Any registered voter may petition the Circuit Court to review the ballot title issued by the District Attorney or City Attorney. In the petition, the **registered voter must**:

- ✓ name the District Attorney or City Attorney as the respondent; and
- ✓ state the reasons the title is insufficient, not concise, or unfair.

 **A registered voter who files a petition** to review the ballot title must notify the local elections official in writing that a petition for review has been filed. If this notice to the local elections official is not timely filed, the petition to the Circuit Court may be dismissed.

Circuit Court

Any review of the ballot title by the circuit court shall be the first and final review. When appropriate, the court will review the ballot title and certify a title that meets the requirements of [ORS 250.035](#).

Approval to Circulate

The local elections official will not approve cover and signature sheets for circulation until the ballot title is final, the challenge process complete and chief petitioners have filed a Statement of Organization with the State Elections Division. To begin the cover and signature sheet approval process:

Chief Petitioners

- 1 Chief petitioners may add, remove, or change chief petitioners but must ensure that one original chief petitioner remains, if necessary.
 -  To add, remove, or change chief petitioners, an amended [SEL 370](#), completed and signed by all current chief petitioners, must be filed with the local elections official.
- 2 Chief petitioners ensure a campaign account has been set up and a Statement of Organization filed.
 -  See [Campaign Finance Reporting](#) on page 4.

- 3** Chief petitioners or authorized agents use the official cover and signature sheet forms to create signature sheets exactly as intended to circulate.

Form SEL 348 E-Sheet – Local Petition;
Form SEL 369 Local Petition Cover Sheet; and
Form SEL 371 Signature Sheet – Local Petition



See [Petition Guidelines and Requirements on page 23](#)

- 4** Chief petitioners or authorized agents file an original, physical copy of the text and an exact example of cover and signature sheets to the local elections official for approval to circulate.



Cover and signature sheets may only be filed for approval by a chief petitioner or authorized agents.



The local elections official does not return any cover and signature sheet filed for approval. Chief petitioners are encouraged to keep an original copy of any cover and signature sheets filed to the local elections official to ensure that, once approved to circulate, an original copy is available to produce correct copies for circulation.

After receiving the text and cover and signature sheets from chief petitioners or authorized agents, the **local elections official**:

- ✓ verifies chief petitioners have set up a petition committee and filed a Statement of Organization by contacting the Elections Division or using ORESTAR available at www.oregonvotes.gov;
- ✓ reviews the text filed for approval, ensuring it reads exactly the same and is formatted substantially similar as the text filed with the prospective petition;
- ✓ reviews cover and signature sheets for compliance with petition requirements; and



See [Petition Guidelines and Requirements on page 23](#).

If cover and signature sheets do not comply

- ✓ supplies written notification of all required corrections; or

If cover and signature sheets do comply

- ✓ supplies written approval to circulate the petition that includes the number of required signatures and the last day to file signatures for verification.



See [Filing Requirements on page 5](#).

Gathering Petition Signatures

ORS 250.165, 250.265 and 255.135

Chief Petitioners

- 1** Chief petitioners review with circulators the legal requirements and guidelines for circulating initiative petitions.



See [Petition Guidelines and Requirements on page 23](#).

- 2** Chief petitioners monitor circulator activities to ensure compliance.

- 3** Chief petitioners may and are encouraged to obtain more than the required number of signatures to ensure the petition has enough valid signatures.



Submitting Signatures

ORS 250.215, 250.315, and 255.175

Chief petitioners or authorized agents must mail or personally deliver signature sheets to the local elections official for verification. Only one chief petitioner or authorized agent must be physically present if signatures are personally delivered.

 Signature sheets individually mailed or personally delivered directly to the local elections official by someone other than a chief petitioner or an authorized agent will not be accepted.

Chief Petitioners or Authorized Agents

- 1 Chief petitioners or authorized agents ensure each signature sheet certification is signed and dated by the circulator. This does not apply to e-sheets.
- 2 Chief petitioners or authorized agents number each signature sheet sequentially in the space provided.
- 3 Chief petitioners or authorized agents submit signature sheets containing at least 100% of the required number of signatures.
- 4 Chief petitioners affirm the petition is complete and supply the number of signatures filed for verification by filing:



Form [SEL 339 Petition Submission – Initiative, Referendum, Recall, Political Party Formation](#). All current chief petitioners must sign the same SEL 339.



A petition filed by mail will only be accepted if a signed copy of the [SEL 339](#) is included in each box.

Verifying Signatures

ORS 250.215, 250.315, 255.175, and OAR 165-014-0110

The **local elections official will only begin the signature verification process** if the petition signature sheets accepted for verification have a number of unverified signatures equal to or greater than the required number of signatures.

The local elections official will determine the results of signature verification no later than 30 calendar days after the required number of signatures were filed for verification.

The **local elections official processes signature sheets** filed for verification using the [Statistical Sampling Procedures for Other than State Initiative or Referendum Petitions](#) adopted under administrative rule. This includes:

- ✓ comparing the filed cover and signature sheets to approved versions;



The local elections official will reject unapproved petition sheets and those that do not comply with legal requirements.

- ✓ verifying sheets are numbered sequentially;



If the local elections official determines that the petition has more than 50 signature sheets which are not numbered or are not sequentially numbered, chief petitioners will be promptly notified and allowed to correct the sequential numbering. The renumbering of petition sheets will only occur in the place designated by the local elections official and in full view of the local elections official or staff. Should chief petitioners not correct the sequential numbering, the local elections official may invoice chief petitioners for the cost of any staff time necessary to renumber the sheets.

- ✓ determining if the circulator's certification is sufficient;



- ✓ verifying original signatures using voter registration records; and

For city initiative petitions only

- ✓ coordinating with the county elections official for verification of original signatures.



The county elections official will supply the final number of valid signatures in writing to the city elections official.

If the petition requires more than 4,500 signatures, the statistical sampling process described in [OAR 165-014-0110](#) will be used to determine if the petition has the required number of signatures.

After signature verification is complete, the **local elections official provides** to chief petitioners:

- ✓ results of signature verification;
- ✓ final number of signatures determined to be valid; and

For petitions not qualified to the ballot

- ✓ information on how to file additional signatures for verification, if the filing deadline has not passed; or



If the filing deadline has passed and chief petitioners did not submit enough valid signatures, the petition is void.

For petitions qualified to the ballot

- ✓ information on measure number assignment or the next steps in the process.

Certification of County Measure

ORS 250.221 and 254.103

If the initiative has the required number of signatures, the **county elections official** assigns the measure:

- ✓ the next sequential measure number and
- ✓ to the appropriate election.



The election will be held on the next available May or November election date that is no sooner than 90 days after the petition was filed for signature verification and determined to contain at least 100% of the required number of signatures.



See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

Certification of City Measure

ORS 250.325 and 254.095

If the initiative has the required number of signatures, the **city elections official files the initiated measure with the city governing body** at its next meeting which occurs after the petition has qualified to the ballot.



Review of Initiated Measure by City Governing Body

Not later than 30 days after the initiated measure is filed with it, the **city governing body must review the measure**. It may adopt the initiative, reject it, or take no action, further described below.

City governing body action	Local elections official action
→ The city adopts the initiative.  The mayor does not have the authority to veto an initiated measure.	✓ The official takes no action, as the initiative will go into effect without an election being held.
→ The city rejects the initiative unless state law or city charter or ordinance requires a vote on the initiative.	✓ The official submits the measure to city voters at the next available May or November election date that is no sooner than 90 days after the initiated measure was filed with the city governing body. ✓ The official files measure with the County Elections Official on:  Form SEL 802 Notice of Measure Election – City.
→ The city rejects the initiative and refers a competing measure that is prepared no later than 30 days after the initiated measure was filed with the governing body.  The mayor does not have the authority to veto a competing measure.	✓ The official submits the competing measure to city voters at the same May or November election as the initiated measure. ✓ The official files measure with the County Elections Official on:  Form SEL 802 Notice of Measure Election – City.

 The **county elections official reviews** form [SEL 802 Notice of Measure Election – City](#) for completeness and assigns the measure the next sequential measure number.

 See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

Certification of District Measure

ORS 255.085 and 255.185

District Holds Regular District Elections

If the initiative has the required number of signatures, the **district elections authority**:

✓ prepares an order calling for an election; and

 The election will be held no sooner than the next May or November election date for which the filing deadline can be met and no later than the first regular district election following the 40th day after the date of the order.

 See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

✓ files with the county elections official the order and a completed:

 Form SEL 803 Notice of Measure Election – District.

 The **county elections official reviews** form [SEL 803 Notice of Measure Election – District](#) for completeness and assigns the measure the next sequential measure number.

District Does Not Hold Regular District Elections

If the initiative has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number; and
- ✓ to the appropriate election.



The election will be held on the next available May or November election date for which the filing deadline can be met.



See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

Measure Numbers

- Measure numbers are assigned within each type of measure based on the sequence the petitions were filed with the county for signature verification.
- Measure numbers are preceded by a unique county prefix number.
- Measure numbers will not be repeated.

Withdrawing an Initiative

ORS 250.029

To withdraw an initiative petition, **all current chief petitioners must complete, sign, and file:**



Form [SEL 375 Withdrawal – Petition](#).

The petition can only be withdrawn if chief petitioners have not filed the total number of signatures required for verification and filed the [SEL 339](#) affirming completeness.



Once withdrawn, the petition cannot be re-activated. Chief petitioners may re-file the initiative and begin the process again.



Referendum Process Timeline

Chief Petitioner

- 1 Begin process by filing:
 - SEL 370 listing no more than three chief petitioners and
 - text of the ordinance. See page 17
- 4 File cover and signature sheets for approval. See page 18
- 6 After receiving approval to circulate and reviewing with circulators the legal requirements and guidelines for circulating a referendum petition, begin gathering signatures. See page 20

The ballot title drafting process and collection of signatures can occur simultaneously.

District or City Attorney

- 8 Draft and file ballot title that impartially summarizes the petition and its major effect.
 - 5th business day after receipt See page 19

Registered Voter (step not required)

- 10 Voter who is dissatisfied with ballot title can petition Circuit Court for review.
 - 7th business day after ballot title filed
 - 11 Voter notifies Local Elections Official of Circuit Court petition.
 - 5 pm 1st business day after the petition is filed with the Circuit Court
- See page 19

Chief Petitioner

- 12 Submit signatures for verification.
 - 90th day after adoption of nonemergency ordinance (county)
 - 30th day after adoption of nonemergency ordinance (city and district)
 - This is **not calculated using the filing date.** See page 20

Local Elections Official

- 2 Date and time stamp prospective petition.
- 3 If complete, assign the petition an identification number. Send SEL 370 to orestar-support.sos@sos.oregon.gov See page 17
- 5 Review cover and signature sheets and approve petition to circulate.
 - The official must not approve until chief petitioners have filed a Statement of Organization with the State Elections Division. See page 18
- 7 Forward prospective petition to District Attorney or City Attorney.
 - 1st business day after receipt See page 19
- 9 Publish receipt of ballot title.
 - Use the next available edition of a newspaper of general circulation in the county, city, or district.
 - In addition, the notice may also be published on the county or city's web site for a minimum of 7 days. See page 19
- 13 Conduct signature verification.
 - Completed no later than the 30th calendar day after signatures filed See page 20
- 14 Qualify petition for ballot if signature verification shows the petition has the required number of signatures. See page 21

To calculate deadlines, day one is the day after a complete and correct document is filed or the day after a document is due. If a statutory deadline falls on a Saturday, Sunday, or holiday, the deadline becomes the following business day as provided for in [ORS 246.021](#). However, constitutional deadlines that fall on a Saturday, Sunday, or holiday, becomes the previous business day.

Referendum Process

Except for state statutes relating to ballot title format under [ORS 250.041](#) and the statement of measures filed under [ORS 254.095](#), [254.103](#), and [255.085](#), local charter or ordinance requirements may supersede some of the processes discussed in this manual.



Contact the local elections official for any applicable charter and ordinance requirements.



The deadlines for the procedures explained in the following sections are contained in the [Referendum Process Timeline](#) on page 17.

Filing a Prospective Petition

Oregon Constitution, Article IV, §1, Article VI, §10, ORS 250.165, 250.265, and 255.135

Before gathering the signatures necessary to place a referendum on the ballot, chief petitioners must file a prospective petition with the local elections official.

Chief Petitioners

- 1 Chief petitioners designate no more than three people as chief petitioners and determine circulator pay status.
 - Form [SEL 370 Prospective Petition – Local Initiative or Referendum](#) must be completed and signed by all chief petitioners and designate circulator pay status. Incomplete forms will be rejected.
 - If any information provided on form [SEL 370](#) changes, including circulator pay status, all chief petitioners must complete and sign an amended form [SEL 370](#). The form must be filed within 10 calendar days of the change.
- 2 Chief petitioners file text of the nonemergency ordinance or other legislative enactment to be referred and form [SEL 370](#) with local elections official.
 - A referendum petition may be filed on an entire ordinance or just specific sections. Chief petitioners submit as text only those sections of the nonemergency ordinance to be referred. References to the ordinance in this manual include a part of the ordinance, if that is what is referred.
- 3 Chief petitioners set up a campaign account and file a Statement of Organization designating a treasurer with the Elections Division.
 - See [Campaign Finance Reporting](#) on page 4.
- 4 Chief petitioners may also authorize individuals to act on their behalf in most matters about the petition process by completing and filing:
 - Form [SEL 307 Agent Authorization](#).

Local Elections Official

After receiving the prospective referendum petition **the local elections official:**

- ✓ date and time stamps the prospective petition;
- ✓ reviews the forms for required information;
- ✓ if complete and correct, assigns the petition an identification number;
- ✓ scans and emails a date stamped copy of the [SEL 370](#) to the Elections Division at orestar-support.sos@sos.oregon.gov; and
- ✓ forwards a copy of the text to the district attorney or city attorney for preparation of the ballot title.



Approval to Circulate

Because of the shortened time period to gather signatures on a referendum petition, chief petitioners are not required to wait for the final ballot title to begin the cover and signature sheet approval process. Often, the ballot title drafting process and collection of signatures occurs simultaneously. The local elections official will not approve cover and signature sheets for circulation until the chief petitioners have filed a Statement of Organization with the State Elections Division. To begin the cover and signature sheet approval process:

Chief Petitioners

- 1 Chief petitioners add, remove, or change chief petitioners ensuring that one original chief petitioner remains, if applicable.



To add, remove or change chief petitioners an amended form [SEL 370](#) completed and signed by all current chief petitioners must be filed with the local elections official.

- 2 Chief petitioners ensure a campaign account has been set up and a Statement of Organization filed.



See [Campaign Finance Reporting](#) on page 4.

- 3 Chief petitioners or authorized agents use the official cover and signature sheet forms to create signature sheets exactly as intended to circulate:

Form [SEL 348 E-Sheet – Local Petition](#);

Form [SEL 369 Local Petition Cover Sheet](#); and

Form [SEL 371 Signature Sheet – Local Petition](#)



See [Petition Guidelines and Requirements](#) on page 23.

- 4 Chief petitioners or authorized agents file an original, physical copy of the text, and an exact example of cover and signature sheets, to the local elections official for approval to circulate.



Cover and signature sheets may only be filed for approval by a chief petitioner or authorized agent.



The local elections official does not return any cover and signature sheet filed for approval. Chief petitioners are encouraged to keep an original copy of any cover and signature sheet filed to the local elections official to ensure that once approved to circulate an original copy is available to produce correct copies for circulation.

After receiving the text and cover and signature sheets from chief petitioners or authorized agents, the **local elections official**:

- ✓ verifies chief petitioners have set up a petition committee and filed a Statement of Organization by contacting the Elections Division or using ORESTAR available at www.oregonvotes.gov;
- ✓ reviews the text filed for approval ensuring it reads exactly the same and is formatted substantially similar as the text filed with the prospective petition;
- ✓ reviews cover and signature sheets for compliance with petition requirements; and



See [Petition Guidelines and Requirements](#) on page 23.

If cover and signature sheets do not comply

- ✓ supplies written notification of all required corrections; or

If cover and signature sheets do comply

- ✓ supplies written approval to circulate the petition that includes the number of required signatures and the last day to file signatures for verification.



See [Filing Requirements](#) on page 5.



Forms are available online at www.oregonvotes.gov.

Ballot Title

ORS 250.035, 250.175, 250.195, 250.275, 250.296, 255.145, 255.155, and 255.215

A ballot title is a concise and impartial statement summarizing the referendum and its major effect that is printed on the ballot.

Format

After receiving the text of the prospective petition, **the district attorney or city attorney drafts and files a ballot title** with the local elections official. A ballot title includes:

- a caption that does not exceed 10 words identifying the subject of the petition;
- a question that does not exceed 20 words plainly phrasing the main purpose of the petition so that an affirmative response to the question corresponds to a yes vote on the ballot; and
- a summary that does not exceed 175 words concisely and impartially summarizing the petition and describing its major effect.

 If the ballot title has a clerical error, the district attorney or city attorney may correct the error no later than the 10th business day after the ballot title is certified.

Notice

The **local elections official publishes** notice in the next available edition of a newspaper of general circulation in the county, city, or district that the ballot title or corrected ballot title has been received and supplies a copy of the ballot title to chief petitioners. It is advisable for notice to also be published on the county, city, or district website for a minimum of seven days. Notice includes all of the following:

- ✓ a statement the ballot title or corrected ballot title has been received and that any voter may file a petition for review of the ballot title;
- ✓ the deadline for filing the petition and notifying the local elections official; and
-  The deadline to file a petition to review the ballot title is no later than the 7th business day after the ballot title is filed with the elections officer.
- ✓ the ballot title supplied by the District Attorney or City Attorney or information on how to obtain a copy.

Ballot Title Appeal

Any registered voter may petition the Circuit Court to review the ballot title issued by the District Attorney or City Attorney. In the petition, the **registered voter must**:

- ✓ name the District Attorney or City Attorney as the respondent; and
- ✓ state the reasons the title is insufficient, not concise or unfair.

 **A registered voter who files a petition** to review the ballot title is required to notify the local elections official in writing that a petition for review has been filed. If this notice to the local elections official is not timely filed, the petition to the Circuit Court may be dismissed.

Circuit Court

Any review of the ballot title by the circuit court shall be the first and final review. When appropriate the court will review the ballot title and certify a title that meets the requirements of [ORS 250.035](#).

Gathering Petition Signatures

ORS 250.165, 250.265, and 255.135

Chief Petitioners

- 1 Chief petitioners review with circulators the legal requirements and guidelines for circulating referendum petitions.
- 2 Chief petitioners monitor circulator activities to ensure compliance.
- 3 Chief petitioners may and are encouraged to obtain more than the required number of signatures to ensure the petition has enough valid signatures.



See [Petition Guidelines and Requirements](#) on page 23.

Submitting Signatures

ORS 250.215, 250.315, and 255.175

Chief petitioners or authorized agents must mail or personally deliver signature sheets to the local elections official for verification. Only one chief petitioner or authorized agent must be physically present if signatures are personally delivered.



Signature sheets individually mailed or delivered directly to the local elections official by someone other than a chief petitioner or an authorized agent will not be accepted.

Chief Petitioners or Authorized Agents

- 1 Chief petitioners or authorized agents ensure each signature sheet certification is signed and dated by the circulator. This does not apply to e-sheets.
- 2 Chief petitioners or authorized agents number each signature sheet sequentially in the space provided.
- 3 Chief petitioners or authorized agents file signature sheets containing at least 100% of the required number of signatures.
- 4 Chief petitioners affirm the petition is complete and provide the number of signatures filed for verification by filing:



Form [SEL 339 Petition Submission – Initiative, Referendum, Recall, Political Party Formation](#) that has been marked completed. All current chief petitioners must sign the same SEL 339.



A petition filed by mail will only be accepted if a signed copy of the [SEL 339](#) is included in each package.

Verifying Signatures

ORS 250.215, 250.315, 255.175, and OAR 165-014-0110

The **local elections official will only begin the signature verification process** if the petition signature sheets accepted for verification have a number of unverified signatures equal to or greater than the required number of signatures.

The local elections official will determine the results of signature verification no later than 30 calendar days after the required number of signatures were filed for verification.



The **local elections official processes signature sheets** filed for verification in accordance with the [Statistical Sampling Procedures for Other than State Initiative and Referendum Petitions](#) adopted under administrative rule. This includes:

- ✓ comparing the filed cover and signature sheets to the official forms;



The local elections official will reject unapproved petition sheets and those that do not comply with legal requirements.

- ✓ verifying sheets are numbered sequentially;



If the local elections official determines that the petition has more than 50 signature sheets which are not numbered or are not sequentially numbered, chief petitioners will be promptly notified and allowed to correct the sequential numbering. The renumbering of petition sheets will only occur in the place designated by the local elections official and in full view of the local elections official or staff. Should chief petitioners not correct the sequential numbering, the local elections official may invoice chief petitioners for the cost of any staff time necessary to renumber the sheets.

- ✓ determining if the circulator's certification is sufficient;
- ✓ verifying original signatures using voter registration records; and

For city referendum petitions only

- ✓ coordinating with the county elections official for the verification of original signatures.



The county elections official will supply the final number of valid signatures in writing.

If the petition requires more than 4,500 signatures, the statistical sampling process described in [OAR 165-014-0110](#) will be used to determine if the petition has the required number of signatures.

After signature verification has been completed the **local elections official provides** to chief petitioners:

- ✓ results of signature verification;
- ✓ final number of signatures determined to be valid; and

For petitions not qualified to the ballot

- ✓ information on how to file additional signatures for verification if the filing deadline has not passed; or



If the filing deadline has passed and chief petitioners failed to submit enough valid signatures, the petition is void.

For petitions qualified to the ballot

- ✓ information on measure number assignment or the next steps in the process.

Certification of County Measure

ORS 250.221 and 254.103

If the referendum has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number; and
- ✓ to the appropriate election.



The election will be held on the next available May or November election date that is no sooner than 90 days after the petition was filed for signature verification and determined to contain at least 100% of the required number of signatures.



See the [Election Calendars](#) on page 6 for the dates of regularly scheduled elections and applicable deadlines.



Forms are available online at www.oregonvotes.gov.

Certification of City Measure

ORS 250.325 and 254.095

If the referendum has the required number of signatures the **city elections official**:

- ✓ notifies the County Elections Official if an election is required to be held and files:



Form SEL 802 Notice of Measure Election – City.



The **county elections official reviews** form SEL 802 Notice of Measure Election – City for completeness and assigns the measure the next sequential measure number.



The election will be held on the next available May or November election date that is no sooner than 90 days after the measure was filed for signature verification and for which enough signatures have been verified.



See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

Certification of District Measure

ORS 255.085 and 255.185

District Holds Regular District Elections

If the referendum has the required number of signatures the **district elections authority**:

- ✓ prepares an order calling for an election and



The election will be held no sooner than the next May or November election date for which the filing deadline can be met and no later than the first regular district election following the 40th day after the date of the order.



See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.

- ✓ files with the county elections official the order and a completed:



Form SEL 803 Notice of Measure Election – District.



The **county elections official reviews** form SEL 803 Notice of Measure Election – District for completeness and assigns the measure the next sequential measure number.

District Does Not Hold Regular District Elections

If the referendum has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number and
- ✓ to the appropriate election.



The election will be held on the next available May or November election date for which the filing deadline can be met.



See the [Election Calendars on page 6](#) for the dates of regularly scheduled elections and applicable deadlines.



Measure Numbers

- Measure numbers are assigned within each type of measure based on the sequence the petitions were filed with the county for signature verification.
- Measure numbers are preceded by a unique county prefix number.
- Measure numbers will not be repeated.

Withdrawing a Referendum

ORS 250.029

To withdraw a referendum petition, **chief petitioners must complete, sign, and file:**

-  Form SEL 375 Withdrawal – Petition

The petition can only be withdrawn if chief petitioners have not filed the total number of signatures required for verification and filed the [SEL 339 - Petition Submission](#) affirming completeness.

-  Once withdrawn the petition cannot be re-activated. If the filing deadline has not passed chief petitioners may re-file the referendum and begin the process again.

Petition Guidelines and Requirements

The guidelines and requirements for producing and circulating initiative and referendum cover and signature sheets are explained in the following sections.

 For assistance on completing official cover and signature sheet forms contact the Elections Division at irrlistnotifier.sos@sos.oregon.gov or 503 986 1518.

Cover and Signature Sheets

ORS 250.165, 250.265, and 255.135

Chief petitioners must use official cover and signature sheet forms to collect signatures. Approval to circulate must be granted before any signatures may be collected.

Official cover and signature sheet forms include:

-  Form SEL 348 E-Sheet – Local Petition;
 -  The e-sheet does not require a circulator personally witness a voter signing which allows a voter to sign a petition from the privacy of their home at a time of their choosing.
-  Form SEL 369 Local Petition Cover Sheet; and
-  Form SEL 371 Signature Sheet – Local Petition.

Completion

Chief petitioners must complete the following information for each form filed for approval to circulate:

E-Sheet	Cover Sheet	Signature Sheet
✓ petition identification number ✓ petition type ✓ circulator pay status, for the entirety of the petition not for an individual sheet For an Initiative ✓ final ballot title, including caption, question, and summary For a Referendum ✓ title of the measure as enacted by the local governing body or, if there is no title, the title supplied by chief petitioners  If chief petitioners supply the title, the number of ordinance or resolution being referred and the date adopted by the local governing body must be included. ✓ names and residential city and state of chief petitioners	✓ petition type ✓ jurisdiction type ✓ name of the county, city, or district where the petition is being proposed For an Initiative ✓ final ballot title, including caption, question, and summary For a Referendum ✓ title of the measure as enacted by the local governing body or, if there is no title, the title supplied by chief petitioners  If chief petitioners supply the title, the number of ordinance or resolution being referred and the date adopted by the local governing body must be included. ✓ text of the initiative or referendum if space allows ✓ names and residential city and state of chief petitioners	✓ petition identification number ✓ petition type ✓ circulator pay status, for the entirety of the petition not for an individual sheet ✓ name of the county, city, or district where the petition is being proposed For an Initiative ✓ caption of the final ballot title For a Referendum ✓ number of the ordinance or resolution being referred and date adopted by the local governing body

 Chief petitioners or authorized agents complete the petition sheet number prior to submitting the petition for verification.

Production

Chief petitioners must produce the text, e-sheet, cover sheet, and signature sheet in the following manner:

Text	E-Sheet	Cover and Signature Sheet
✓ printed in at least 10-point type	✓ printed on at least 20-pound , uncoated white paper or equivalent ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent  The size, weight and color paper requirements outlined above do not apply to any e-sheet, if from the face of the e-sheet the local elections official can determine that the signer printed the e-sheet and had the opportunity prior to signing to review the required information.	✓ cover and signature sheets are copied or printed back-to-back on a single sheet of paper ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent ✓ printed on at least 20-pound , uncoated paper or equivalent

Distribution

To facilitate circulation of approved forms chief petitioners may but are not limited to:

Distribution Method	E-Sheet Requirements	Cover and Signature Sheet Requirements
✓ Petitioners may use paid or volunteer circulators to solicit signatures.	→ Circulators may not use e-sheets to gather signatures.	→ Each circulator must have a complete copy of the text available for signers to review unless printed on the cover sheet.
✓ Petitioners may mail to a subscription list or other interested parties.	→ A voter needs to request a printed copy to be mailed. A complete copy of the text must be mailed with each e-sheet.	→ A complete copy of the text must be mailed with each cover and signature sheet.
✓ Petitioners may publish on a website.	→ A complete copy of the text and instructions for signers to print e-sheet on at least 20 pound, 8½" x 11" uncoated white paper, or equivalent, must be published with the e-sheet.	→ A complete copy of the text and instructions for signers to print the cover and signature sheet back-back on at least 20-pound, 8½" x 11" uncoated white paper, or equivalent, must be published with the cover and signature sheet.
✓ Petitioners may email to a subscription list or other interested parties for voter to print individually at home.	→ A complete copy of the text and instructions for signers to print e-sheet on at least 20 pound, 8½" x 11" uncoated white paper, or equivalent, must be included in the email.	→ A complete copy of the text and instructions for signers to print the cover and signature sheet back-to-back on at least 20-pound, 8½" x 11" uncoated white paper, or equivalent, must be included in the email.
✓ Petitioners may insert into a publication for distribution.	→ Not applicable to e-sheet.	→ A complete copy of the text must be inserted with the cover and signature sheet.



To determine if petition sheets may be distributed by a method not listed, contact the local elections official.



Cover and Signature Sheet Modifications

Multiple versions of cover and signature sheets may be approved for circulation simultaneously. Any proposed variation to the approved signature sheets must be resubmitted and approved in writing by the elections official before circulating. Signatures collected on unapproved signature sheets will be rejected.

Signature sheets are void if the:

- petition is withdrawn;
 - signature submission deadline has passed; or
 - residential city and state of a chief petitioner changes or circulator pay status changes.
-  Chief petitioners must submit updated cover and signature sheets for approval to continue circulating.
-  Once new cover and signature sheets are approved to circulate, chief petitioners will have 30 days to remove the previous version from circulation.

Guidelines for Circulation

ORS 250.045, 260.555, and 260.558

A circulator is an individual who asks voters to sign a petition and signs the petition as a circulator. They are also called petition circulator, signature gatherer, and signature collector. While some are volunteers and others paid professionals, every circulator must follow the requirements and guidelines for circulating petitions.

To ensure compliance with legal requirements and guidelines chief petitioners must educate circulators and monitor their activities.

Circulator Requirements

Each circulator must:	What this means:
→ Personally witness each signature collected.	✓ Watch the person sign the petition.  It is not sufficient to merely be present in the same room or vicinity.
→ Complete the circulator certification after witnessing all signatures collected on a sheet.	✓ Sign the certification using a legal signature.  A legal signature is defined as a signature having obvious and predominantly matching characteristics to signatures on file from a paid circulator's registration, signatures in the Oregon voter registration file, or the signature on an official government document.  Initials, signature stamps, illegible or printed script are not sufficient unless verified by exemplar.
→ Supply the date when the certification was signed.	✓ The date must be in month, day, year order if written in all numbers.
→ Allow any person to read the text of an initiative or referendum petition.	✓ A complete copy of text must be available for signers of an initiative or referendum if not printed on cover sheet.
→ If being paid to gather signatures, review the Secretary of State's Circulator Training Manual.	✓ Must be completed before being paid to gather any signatures.  See the Circulator Training Manual



A circulator's failure to follow these requirements may result in the rejection of the petition signature sheets and a felony conviction for the circulator.

Circulator Prohibitions

It is against the law for circulators to knowingly:

- circulate a petition containing a false signature;
- attempt to obtain the signature of a person who is not qualified to sign the petition;
 Only active registered voters may sign a petition.
- make false statements to any person who signs the petition or requests information about it;
- offer money or anything of value to another person to sign or not sign the petition;
- sell or offer to sell signature sheets; and
- write, alter, correct, clarify, or obscure any information about the signers unless the signer initials after the changes are made.
 A circulator may help a disabled signer who requests help in completing their printed name, address and date signed. In such a case, no initials are required.

 Violations of the circulator requirements may result in conviction of a felony with a fine of up to \$125,000 and/or a prison sentence of up to 5 years. [ORS 260.715, 260.993](#)

Signer Requirements

Each petition signer must:	What this means:
→ Supply an original signature and should be encouraged to also supply their printed name, date signed and address;	✓ Petition signers must sign the petition using a signature contained in their voter registration record.
→ Be an active registered voter at the time of signing the petition in the electoral district where the petition is being circulated; and	✓ Information in the voter registration record must be up to date so they would be able to vote on the petition.
→ Personally print a copy of an e-sheet or a separate person print a copy.	✓ Petition signers may not sign an e-sheet unless they printed it themselves or requested someone else print it for them.

Signature Date

If no date is supplied by the signer, the signature is only considered valid if the signer:

- ✓ was an active registered voter between the petition’s approval to circulate and the circulator’s certification date; or
 - ✓ originally registered to vote on or after the date the petition’s approval to circulate date and was an active registered voter between their original registration date and the circulator’s certification date.
-  This standard also applies to any signer that supplies an ambiguous date such as date of birth or a date that has not yet occurred at the time of verification, instead of the date they signed the petition.

Signer Prohibitions

It is against the law for signers to knowingly:

- sign another person's name under any circumstances;
- sign a petition more than one time; or
- sign a petition when not qualified to sign it.



Only active registered voters may sign a petition. If the signer is not registered to vote or an active voter, then the signature will be rejected unless a completed registration card is received by a designated voter registration agency or elections filing officer before 5:00:00 pm the day the petition is signed or 11:59:00 pm if completed electronically online at www.oregonvotes.gov.

Certification of Signature Sheets

OAR 165-014-0270

After all signatures on a signature sheet have been collected, circulators complete the certification by signing their legal signature and by supplying the date when the certification was signed. A legal signature is defined as a signature having obvious and predominantly matching characteristics to signatures in the Oregon voter registration file, or the signature on an official government document.



If additional signatures are gathered after the circulator certification has been signed and dated, the circulator must re-sign and re-date the certification.

If the circulator certification is not completed or it is determined to be insufficient the signature sheet will be rejected. Prior to submission to the local elections official the circulator may correct the following defects:

Circulator Signature Defects

If the circulator has:	Then the circulator should:
→ signed using only initials; Unless verified by exemplar.	✓ re-sign and re-date certification with legal signature;
→ signed using a signature stamp; Unless a signature stamp has been approved under ORS 246.025.	✓ re-sign and re-date certification with legal signature;
→ signed using an illegible signature; Unless verified by exemplar.	✓ re-sign and re-date certification with legal signature;
→ photocopied or carbon copied the certification; or	✓ re-sign and re-date certification with legal signature; or
→ signed in a manner that the signature, printed name, and address are all illegible.	✓ re-sign and re-date certification with legal signature.



Certification Date Defects

If the date is:	Then the circulator should:
→ missing;	✓ re-sign and date or date and initial correction;
→ crossed out;	✓ re-sign and re-date or re-date and initial correction;
→ overwritten with a different date;	✓ re-sign and re-date or re-date and initial correction;
→ earlier than all petition signers; <i>i</i> Does not apply if the circulator and the only signer are the same person.	✓ re-sign and re-date or re-date and initial correction;
→ earlier than some, but not all petition signers; <i>i</i> Only those signatures dated on or before the date of the certification will be accepted.	✓ re-sign and re-date or re-date and initial correction;
→ partial or ambiguous; or	✓ re-sign and re-date or re-date and initial correction; <i>i</i> Date must be in month, day, year order if written in all numeric characters.
→ obscured in any way by white out or other correction fluid or adhesive tape;	✓ re-sign and re-date or re-date and initial correction.

The following defects in the circulator certification cannot be corrected and any signature sheet filed that has one of these defects will be rejected:

Incurable Defects

→ the original signature of a circulator has been crossed out, and a different circulator's signature is inserted; Does not apply if the original signature is that of an individual whose signature appears on the same signature sheet as a signer.
→ two individuals sign and date as circulator; or Does not apply if the only signers and the circulators are the same people
→ whiteout or other correction fluid or adhesive tape appears on the signature line

ex Illustrated examples of circulator signature and date defects are available in the [Circulator Training Manual](#) available at www.oregonvotes.gov.



List of Forms

SEL 307

Agent Authorization

SEL 339

Petition Submission

SEL 348

Electronic Signature Sheet – Local Petition

SEL 369

Local Petition Cover Sheet

SEL 370

Prospective Petition – Local Initiative or Referendum

SEL 371

Signature Sheet – Local Petition

SEL 375

Withdrawal – Petition



Primary Election - May 19, 2026

Important Notice: Section 17b of House Bill 4024 (2024) changed the candidate filing deadline for incumbent public office holders. **An incumbent seeking re-election to the same office must file their declaration of candidacy or nominating petition at least seven days before the applicable filing deadline for non-incumbent candidates.** Incumbent candidates that were appointed to the position they are seeking election to are subject to the same filing deadline as non-incumbent candidates.

Important Dates: May 19, 2026 Primary Election *(dates subject to change)*

- September 4, 2025 - Last day for **Elected Incumbent** candidate seeking re-election to the same partisan office to be registered to vote as a member of the applicable major political party
- September 11, 2025 - Last day for **Other than Elected Incumbent** candidate who files for a major party office to be registered to vote as a member of that political party
- September 11, 2025 - Last day for **Precinct Committeeperson** candidate who files for office of Precinct Committeeperson to be registered to vote as a member of major political party
- September 11, 2025 - First day for a County Candidate to file for candidacy
- January 19, 2026 - First day for candidates to file candidate statement for voters' pamphlet
- **February 27, 2026 - County/City/District ballot title filing deadline (SEL 805)**
- March 3, 2026 - Last day for **Elected Incumbents** to file for candidacy
- March 10, 2026 - Last day for **Other than Elected Incumbents** to file for candidacy
- March 10, 2026 - Last day for **Precinct Committeepersons** to file for candidacy
- March 12, 2026 - Voters' pamphlet filing deadline (candidate statements)
- March 13, 2026 - Candidate Withdrawal Deadline
- **March 19, 2026 - County/City/District measure filing deadline (County-SEL 801, City-SEL 802 & Districts-SEL 803)**
- **March 23, 2026 - Voters' pamphlet filing deadline (measure arguments)**
- April 3, 2026 - Military & overseas ballots mailed
- April 20, 2026 - Out of state ballots mailed
- April 22, 2026 - April 24, 2026 - Voters' Pamphlets delivered to Oregon Residents
- April 28, 2026 - Last day to register to vote or change your political party affiliation
- May 1, 2026 - Ballots mailed to voters
- **May 19, 2026 - Election Day**
- May 26, 2026 - Last day to receive valid postmarked ballots from USPS
- June 9, 2026 - Last day to resolve challenged ballots
- June 15, 2026 - Last day to certify election

Search for file name:

Party Affiliation & Ballot Content ▾

1 document

Election Filing Information ▾

8 documents

Candidate Filings ▾

7 documents

Measures Filings ▾

No documents

Voters' Pamphlets ▾

No documents

General - November 3, 2026

Important Notice: Section 17b of House Bill 4024 (2024) changed the candidate filing deadline for incumbent public office holders. **An incumbent seeking re-election to the same office must file their declaration of candidacy or nominating petition at least seven days before the applicable filing deadline for non-incumbent candidates.** Incumbent candidates that were appointed to the position they are seeking election to are subject to the same filing deadline as non-incumbent candidates.

Important Dates: November 3, 2026 General Election *(dates subject to change)*

- February 26, 2026 - Last day for nonaffiliated candidates for partisan office to be registered as a nonaffiliated voter
- June 3, 2026 - First day for a County Candidate to file for candidacy
- July 6, 2026 - First day for Candidate to file Voters' Pamphlet Statement
- **August 14, 2026 - County/City/District ballot title filing deadline (SEL 805)**
- August 18, 2026 - Last day for **Elected Incumbents** to file for candidacy
- August 25, 2026 - Last day for **Other than Elected Incumbents** to file for candidacy
- August 25, 2026 - Voters' pamphlet filing deadline (candidate statements)
- August 28, 2026 - Last day to withdraw candidacy
- **September 3, 2026 - County/City/District measure filing deadline (County-SEL 801, City-SEL 802 & Districts-SEL 803)**
- **September 7, 2026 - Voters' pamphlet filing deadline (measure arguments)**
- September 18, 2026 - Military & overseas ballots mailed
- October 5, 2026 - Out of state ballots mailed
- TBD - Voters' Pamphlets scheduled for delivery
- October 13, 2026 - Voter registration deadline
- October 16, 2026 - Ballots mailed to voters
- **November 3, 2026 - Election Day**
- November 10, 2026 - Last day to receive valid postmarked ballots from USPS
- November 24, 2026 - Last day to resolve challenged ballots
- November 30, 2026 - Last day to certify election

Search for file name:

Election Filing Information ▾

4 documents

Candidate Filings ▾

No documents

Measure Filings ▾

No documents

Voters' Pamphlets ▾

No documents

Election Results ▾

No documents