Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, September 19, 2023
Council Chambers, 1175 E Main Street

View on Channel 9 or Channels 180 and 181 (Charter Communications)
or live stream via rvtv.sou.edu select RVTV Prime.

HELD HYBRID (In-Person or Zoom Meeting Access)

Public testimony will be accepted for both general public forum items and agenda items. **Please complete the online Public Testimony Form, for WRITTEN and ELECTRONIC testimony only.** Indicate on the Public Testimony Form if you wish to provide WRITTEN testimony, or if you wish to speak ELECTRONICALLY during the meeting.

Please submit your testimony no later than 10:00 a.m. the day of the meeting.

6 p.m. Regular Business Meeting*

I. **CALL TO ORDER**
   1. Land Acknowledgement**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

IV. **MAYOR'S ANNOUNCEMENTS**

V. **APPROVAL OF MINUTES *****
   1. Minutes of the August 14, 2023 - Study Session
   2. Minutes of the August 15, 2023 - Business Meeting

VI. **SPECIAL PRESENTATIONS**
   1. Travel Ashland Quarterly Report
   2. Financial Update – Preliminary Fourth Quarter Results

VII. **CITY MANAGER REPORT**

VIII. **PUBLIC FORUM (15 minutes)**

IX. **CONSENT AGENDA**
   1. Social Equity and Racial Justice Advisory Committee Appointment
   2. Liquor License Approval for House of India, (DBA SMAGS Corporation) at 1667 Siskiyou Boulevard
   3. Liquor License Approval for Masala Library Bistro & Bar, (DBA Masala Library Bistro & Bar) at 258 A Street, #3B

4. 2023-2025 BN Supplemental Budget Amendment – Revenue Recognition and Budget Appropriation for Fire Department
5. Emergency Procurement of Fire and Rescue Ambulance
6. Oregon Department of Land Conservation And Development (DLCD) Technical Assistance Grant Application
7. Contract with Axon Enterprises Inc. for APD body worn cameras (BWC) and support services and for conducted energy weapons (CEW or "tasers")
8. City Facility Rooftop Lease between the City of Ashland and Ashland Solar Cooperative
9. Professional Services Contract for TAP Intertie System Improvements (Scope 2)

X. **PUBLIC HEARINGS**

XI. **UNFINISHED BUSINESS**

XII. **NEW BUSINESS**

1. Purchase of Public Works Street and Wastewater Sewer Cleaning Equipment
2. Ashland Parks Commission Seat #1 Vacancy Appointment
3. Climate Friendly Areas (CFA) Study Adoption

XIII. **ORDINANCES, RESOLUTIONS AND CONTRACTS**

1. First Reading of Amendments to AMC 13.02 Rights-of-Way ordinance and the accompanying resolution for Design Standards and Applications Requirements regarding small cell wireless facilities

XIV. **OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS**

1. City Council Standing Advisory Committees Workplans Review

XV. **ADJOURNMENT OF BUSINESS MEETING**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Manager's office at 541.488.6002 (TTY phone number 1.800.735.2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

* Items on the Agenda not considered due to time constraints are automatically continued to the next regularly scheduled Council meeting [AMC 2.04.030.(D)(3)]

**** LAND ACKNOWLEDGEMENT**

We acknowledge and honor the aboriginal people on whose ancestral homelands we work—the Ikirakutsum Band of the Shasta Nation, as well as the diverse and vibrant Native communities who make their home here today. We honor the first stewards in the Rogue Valley and the lands we love and depend on: Tribes with ancestral lands in and surrounding the geography of the Ashland Watershed include the original past, present and future indigenous inhabitants of the Shasta, Takelma, and Athabaskan people. We also recognize and acknowledge the Shasta village of K'wakhakha - "Where the Crow Lights" - that is now the Ashland City Plaza.

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashland.or.us/Agendas.asp.

ASHLAND CITY COUNCIL
STUDY SESSION
MINUTES
August 14, 2023

Mayor Tonya Graham called the meeting to order at 5:30 p.m.

Mayor Graham, Councilor Hyatt, Bloom, Dahle, Hansen and Kaplan were present. Councilor DuQuenne was not present.

1. Public Input

2. Procurement and Contract Process

Finance Director Mariane Berry and Public Works Director Scott Fleury explained the procurement and contracting process had not been updated since 2010. It was also not in line with state code. They proposed increasing the small procurement limit to $10,000 and the intermediate procurement limit to $150,000 to align with the state. Additionally, they discussed how automating the process would improve efficiency. Insurance requirements and internal controls would remain the same and the process would adhere to fiscal policies. Council supported the process review and improvements. Staff would come back with a process by the end of October, early November.

3. Adjournment of Study Session

The Study Session adjourned at 6:09 p.m.

Respectfully Submitted by:

Clerk of the Council Pro Tem Dana Smith

Attest:

Mayor Tonya Graham

ASHLAND CITY COUNCIL
BUSINESS MEETING
MINUTES
August 15, 2023

Executive Session
Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan Hansen and DuQuenne were present. Staff Present: City Manager Joe Lessard, Acting City Attorney Doug McGeary, Public Works Director Scott Fleury. Morgan Rothborne was present. Eric Herron was present for the first item. They discussed the following:

1. To conduct deliberations with persons the City of Ashland has designated to negotiate real property transactions pursuant to ORS 192.660(2)(e).
2. Consultation with the City Attorney on current or likely litigation pursuant to ORS 192.660(2)(h).

I. CALL TO ORDER
Mayor Graham called the meeting to order at 6:06 p.m.

1. Land Acknowledgement
Councilor Kaplan read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE
Councilor Hyatt led the pledge of allegiance.

III. ROLL CALL
Mayor Graham, Councilor Hyatt, Bloom, Dahle, Kaplan, DuQuenne and Hansen were present.

IV. MAYOR'S/CHAIR OF THE COUNCIL ANNOUNCEMENTS
Mayor Graham announced there would be a benefit concert for Ukraine 2:00 p.m. on August 19, 2023, at the Ashland Highschool theater.

V. APPROVAL OF CITY COUNCIL MINUTES
1. **Minutes of the July 31, 2023, Study Session**
2. **Minutes of the August 1, 2023, Business Meeting**

Councilor Bloom/Hanson m/s to approve the minutes of the July 31, 2023, Study Session and the August 1, 2023, Business Meeting. Roll Call Vote: Councilor Bloom, Kaplan, Dahle, Hyatt, DuQuenne and Hansen, YES. Motion passed.

VI. SPECIAL PRESENTATIONS & AWARDS
1. Butler Perozzi Foundation Fundraising Status
Mike Gardiner and Susan Saladof provided an update on restoring the Butler Perozzi fountain and the fund-raising campaign currently underway.

2. City Council and Other Public Meeting Labor Acknowledgement

Emily Simon, the co-chair of the Social Equity and Racial Justice Committee explained the labor acknowledgement would be read prior to every council meeting. She read the acknowledgement. Ashland would be the first municipality to read the acknowledgement. She recommended the labor acknowledgement should be read separately from the land acknowledgement.

3. Social Equity and Racial Justice Advisory Committee (SERJAC) Report

Social Equity and Racial Justice Committee Co-Chairs Emily Simon and Precious Yamaguchi provided the annual report. Simon asked the mayor to add an agenda item to the meeting appointing Taea Houston to the committee. Yamaguchi suggested creating a visitor list of businesses run by marginalized peoples as well as having a historical archive of the people who built and contributed to Ashland on media that can help direct residents and visitors.

Councilor DuQuenne expressed her appreciation for the committee and their growth. Co-chair Yamaguchi acknowledged Councilor DuQuenne and Ann Seltzer, the staff liaison, for their support and thanked the police department and the Ashland school district.

VII. CITY MANAGER REPORT

City Manager Joe Lessard reviewed the city manager report and Look Ahead. Fire Chief Ralph Sartain spoke to the wildfire division and commented on the wildfire in Lahaina, Hawaii. He explained the difference between a fleeing event and evacuation and encouraged everyone to join Everbridge by texting 97520 to 888777. He stressed the need for the public to take personal responsibility as well. Evacuation notification would be a door to door effort involving CERT and police and radio at 1700 AM. CERT members would get flagger training to help direct traffic. Emergency and communications staff were working on getting information out to the public and the Chamber of Commerce was preparing something similar for visitors. An additional onramp to I-5 would be installed in six months.

VIII. CONSENT AGENDA

1. Public Art Grant Application for the Neighborhood Public Arts: ODT Traffic Signal Box Beautification Project, Phase 2
2. Transportation Advisory Committee Appointment Removal

Councilor DuQuenne/Hyatt m/s to approve the Consent Agenda. Roll Call Vote: Councilor Hyatt, Dahle, Bloom, Kaplan, Hansen and DuQuenne, YES. Motion Passed.

I. PUBLIC FORUM

Miriam Reed/Ashland/Wanted an expert in federal law and telecommunications to write the telecommunications ordinance.

Linda Adams/Ashland/Spoke to the Green Bag Project and the Ashland Food Bank.

Paul Mozina/Ashland/Read a document submitted into the record (see attached).

JD Barons/Ashland/Spoke to Lacy Maverick McCoy and her children and an altercation McCoy was involved in at the sunset sunrise campsite.

Kelly Marcotulli/Ashland/Wanted the city to hire Mr. Campanelli for an overhaul of the telecommunications ordinance.

Bruno Marcotulli/Ashland/Spoke to the Lahaina Maui fire and how telecommunications did not help that situation then compared it to his land line that kept them informed.

Debbie Neisewander/Ashland/Wanted a self-governing campsite included on the vacant land portion of the new emergency shelter.

II. **PUBLIC HEARINGS** - None

III. **UNFINISHED BUSINESS** - None

IV. **NEW BUSINESS**

1. **Acquisition of the Liberty Street Property (Taxlot 391E16AC -TL300) for the Open Space Park Program**

Parks Deputy Director Rachel Dials described the land acquisition and provided background on the purchase. She noted the real estate agency had made a mistake in the contract regarding the account number, but it was corrected.

Councilor Hansen/Hyatt m/s to approve the acquisition of the 17.79-acre(approx.) portion of the Liberty Street Property known as (Taxlot 391E16AC -TL300) for the price of for $486,525. **DISCUSSION:** Councilor Hansen thanked the parks commission. Councilor Hyatt explained the purchase spoke to Ashland values and priorities regarding personal wellness and wildfire safeness. Councilor DuQuenne noted prior Parks' purchases and the feedback she received from constituents to take care of what they already had. She would not support the motion. There were many management opportunities the Parks Department had missed. Mayor Graham asked for specifics in terms of the areas Councilor DuQuenne was referring to. Councilor DuQuenne cited the Ashland Street medians as an example. Councilor Hyatt clarified the medians were city responsibilities contracted with the Parks Department. Councilor DuQuenne responded that if the Parks Department was contracted to perform maintenance, they needed to do it. Mayor Graham observed that land purchase opportunities can be unplanned and circumstances where the city needed to take advantage of those opportunities. She was excited by the potential purchase. **Roll Call Vote: Councilor Kaplan, Hyatt, Hansen, Dahle, and Bloom, YES; Councilor DuQuenne, NO. Motion passed 5-1.**

2. **Acquisition of the Coming Attractions property at 2200 Ashland Street for an emergency houseless shelter**

City Manager Joe Lessard described the property and the acquisition. Mayor Graham explained why the item was on the agenda on short notice. Staff were working with OHRA to determine security and potential overflow so it would not impact the neighborhood. Lessard noted at this time, the partnership with OHRA was not finalized.

Public Comment

Sabena Vaughan/Ashland/Had submitted an email to council earlier that day (see attached). She had lived on Clay Street for almost twenty years. Her children attended the Siskiyou School. She requested a delay to acquire the property and wanted council to organize a town hall before there was a vote. She had just heard of the purchase. She supported a shelter but wanted the opportunity to ask questions. The city needed to discuss issues and possible solutions. She wanted to ensure safety for all and adequate support for humans as they rebuild their lives. The problem was the lack of planning and support. She described the present situation in the area and her mounting concerns. She urged council to speak with the neighborhood.

Haywood Norton/Ashland/Explained the property would require a conditional use permit. He was not against the shelter but noted issues in the area since OHRA set up their agency and a developing sense of "not everything in my backyard" seemed to be happening.

Eric Dukes/Ashland/Was a business owner for 27 years in south Ashland near OHRA. He spoke to the impact over the last two to three years. His building had been set on fire twice, transients defecated and left trash and needles on his property. There had been three overdoses since OHRA established their agency there. People needed help but council was not holding up their end of the responsibility. Siskiyou School would be just over 200 feet away from the new shelter. How would the city monitor drug use, and the overflow. He did not support the new shelter and did not feel supported. He did support helping the unhoused but wanted the city to protect businesses and livelihoods as well.

Aurilia McNamara/Ashland/Works at the Siskiyou School. She described how the school engaged with other local organizations and programs they provided. They sympathized and acknowledged the unhoused and understood options for the city were limited. She shared their regular experience of sweeping the campus prior to children arriving to remove drug paraphernalia. Students had witnessed an altercation between the unhoused and police, and once a transient verbally accosted staff in the presence of a child.

James Fox Bride/Ashland/Explained how they became interested in houselessness through volunteering at the winter shelter, had slept there overnight and felt safe. Everyone in Ashland had the capacity to solve these problems and find ways that unhoused people could be part of the solution. The unhoused could do fuels reduction work, light landscaping, day care, and parks cleanup. They encouraged a self-governing campsite.

Brigid Herron/Ashland/Encouraged council to move forward with the purchase of the property, if they did not do it now, they would lose the funding. There were issues for the neighborhood that could be solved by providing more services. She worked at the library and knew many unhoused people. They were our neighbors and we as a community needed to do more for them. She wanted input from the unhoused included in the process and recommended providing lockers and showers.

Elizabeth Adkisson/Ashland/Started The Sustainability Collective that held weekly potlucks at the Plaza for the housed and unhoused. She read from a petition they were putting together for a community resilience fund, mutual aide, and collectively building a community kitchen, with public lockers and showers, an open source collaborative art studio and more. She understood the concern expressed and wanted a space that was open to everyone so the housed and unhoused would have a connection. She supported a food forest. There was funding available through HB 2990. She encouraged people to sign the petition, 70 people had already signed it during the meeting.

Community Development Director Brandon Goldman clarified Mr. Norton's testimony and how recent passing of HB 3395 superseded the conditional use permit requirements.

Mayor Graham clarified the emergency shelter was not self-governing. Lessard added that right now before council was a shelter proposal with structure and a partner although there was not a formal agreement yet. Council would determine whether this became a self-governing site and would decide what to do with the additional property. He confirmed that pallet houses may be used there.

OHRA's Executive Director, Cass Sinclair explained OHRA's role, that they would operate the low-barrier shelter and had managed the winter shelter the year before. This shelter would be operated the same with staff present around the clock.

Housing Program Manager Linda Reid spoke to state grant requirements and provided background on the emergency order on homelessness. The state had given Jackson County money to address certain targets. Both she and Sinclair were on the group responding to the statewide mandate. The emergency order was for rapid rehousing and OHRA was also a recipient of those funds. This shelter will accept people with low-barrier, not require sobriety, allow pets, with the same rules that all shelters have. A lot had gone into this, and they had a solid plan of what a shelter would look like and how it would be run.

Councilor Bloom/Kaplan m/s I move to approve the acquisition of 2200 Ashland Street, property 391E14BB -Tax Lot 300 for a cash price of $1,400,000 and owner carried finance of $600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.
DISCUSSION: Councilor Bloom appreciated all sides of the testimony. It was a difficult situation and doing nothing was not an option. This is about the here and now, long-term would be addressed later. Councilor Kaplan thanked everyone who talked and wanted

Vaughan's email included in the record. Homelessness was increasing throughout the valley. They were fortunate in this community to have caring people volunteering. OHRA had really stepped up. This option would be better than a shelter set up with two days' notice and would make everyone's job easier. He thought it was important to have a town hall meeting. Purchasing the building was a time sensitive thing. Councilor DuQuenne appreciated all the comments. She lived on the southeast side of Ashland and thought they should investigate integrated housing throughout Ashland. She would support the motion.

Councilor Hyatt/Bloom m/s to amend the motion by directing staff to work with Siskiyou School to get the easement in support of continued education program and Siskiyou School. DICUSSION: Councilor Hyatt thought all sides made good points. Council decisions had impacts and this body knew that. The question was how to solve a managed versus unmanaged housing issues. She thought they could make this decision in a way that took a tangible first step towards balance. Councilor Bloom agreed. Councilor Hansen added council labored over this decision and he believed this was the best option. This body wanted to take care of all its residents. He pledged to work his hardest to represent all and shine a light on south Ashland to make this an opportunity. **Roll Call Vote on amended motion: Councilor Hansen, Dahle, DuQuenne, Kaplan, Bloom, and Hyatt, YES. Motion passed.**

Continued DISUCSSION on Main Motion: Councilor Dahle thanked Vaughan for her comments. The timing was not in their control. He was concerned about proceeding without a plan. It will be a delicate balance with herculean effort on community. Mayor Graham explained it was unacceptable for business owners to find feces and syringes at their business, the school having people sleeping in the playground and it was unacceptable for people to be unhoused. This was a pilot program. Nothing was locked in for the long term and they would seek feedback. **Roll call vote on main motion: Councilor Dahle, Hyatt, Hansen, Bloom, DuQuenne and Kaplan, YES. Motion passed.**

V. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Talent-Ashland-Phoenix (TAP) Intertie New Operating Intergovernmental Agreement

Public Works Director Scott Fleury explained this was a request to approve the new intergovernmental agreement between Talent, Ashland, and Phoenix. It would cover maintenance responsibilities for how the three cities would work together to manage the TAP system. He went on to explain the process and RVCOG's role as financial administrator. The Cities of Talent and Phoenix had already approved the IGA.

Councilor Hyatt/Dahle m/s approval of the new Intergovernmental Agreement between the cities of Talent, Ashland, and Phoenix for TAP water distribution system facilities, operations and maintenance management and cost-sharing, and authorize the City Manager to execute said IGA. DISCUSSION: None. **Roll Call Vote: Councilor Bloom, Kaplan, Hansen, Dahle, Hyatt, and DuQuenne, YES. Motion passed.**

2. **Contract for City Website Development with CivicPlus, LLC**

Councilor Kaplan/Dahle m/s move to award a website development and support contract with Civic Plus, LLC., in the amount of $171,977.18.

Councilor Hyatt/Hansen m/s to extend the meeting to 9:40 or the conclusion of the vote. Roll call vote: Councilor Hyatt, Dahle, Kaplan, DuQuenne, and Hansen, YES; Councilor Bloom, NO. Motion passed 5-1.

DISCUSSION: Councilor DuQuenne asked what inclusive of all users including those with disabilities would look like. IT Director Jason Wegner explained this would include people who were sight or hearing impaired. Councilor Dahle thanked Wegner. Mayor Graham was excited things were moving forward. **Roll Call Vote: Councilor Hansen, Kaplan, DuQuenne, Bloom, Dahle, and Hyatt, YES. Motion Passed.**

VI. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

1. **City Council Standing Advisory Committees Workplans Review**

Item postponed to future meeting to be determined.

VII. ADJOURNMENT OF BUSINESS MEETING

Councilor Bloom/DuQuenne m/s to adjourn the meeting at 9:30 p.m. Voice Vote: ALL AYES.
The meeting adjourned at 9:30 p.m.

Respectfully Submitted by:

Clerk of the Council Pro Tem Dana Smith

Attest:

Mayor Tonya Graham

CITY OF ASHLAND

July 18, 2023

Ethan Stuckmayer, Housing Program Division Manager,
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Re: DLCD Housing Planning Assistance Grant Application

Dear Mr. Stuckmayer

I would like to take this opportunity to express the Ashland City Council's support for the City of Ashland's 2023-2025 Housing Planning Assistance grant application to the Department of Land Conservation and Development. The application aims to implement one of the strategies outlined in the recently adopted Housing Production Strategy document. Specifically, it supports a change in the City's zoning code to address the preservation of manufactured housing parks as an affordable housing type within our City.

The appropriation of funding by the Oregon Legislature to the Department of Land Conservation and Development (DLCD) for the purpose of providing technical assistance to local governments aligns with our shared goals of increasing the provision and retention of needed housing. The Oregon Housing and Community Services Department has determined that approximately 32 percent of renter households in Ashland experience severe rent burden, making the City eligible for priority funding assistance from DLCD.

Ashland has been fortunate to receive planning assistance grants from DLCD in both 2019-21 and 2022-2023. These grants allowed us to collaborate with the DLCD-selected consultant, EcoNorthwest, in updating Ashland's Housing Capacity Analysis and developing the Housing Production Strategy. With the recent adoption of the Housing Production Strategy document, our community is now well-positioned to continue the momentum and implement the actions outlined in the strategy.

The grant funds will be used to enlist consultant assistance in developing a public hearing-ready draft of an ordinance. This ordinance aims to establish a Manufactured Home Park zone with restrictions on other uses, safeguarding the needed housing type as identified in the Ashland Housing Production Strategy. The City of Ashland and the State of Oregon can work together to advance our shared objectives of promoting affordable and workforce housing through the award for a Housing Planning Assistance Grant.

Thank you for your consideration,

_____ _____

Mayor Tonya Graham, City of Ashland Date

Office of the Mayor, City of Ashland
20 East Main St.
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488-6002
Fax: 541.552.5311
TTY: 800.735.2900

Butler-Perozzi Fountain
RESTORATION

Help Preserve the Fountain!

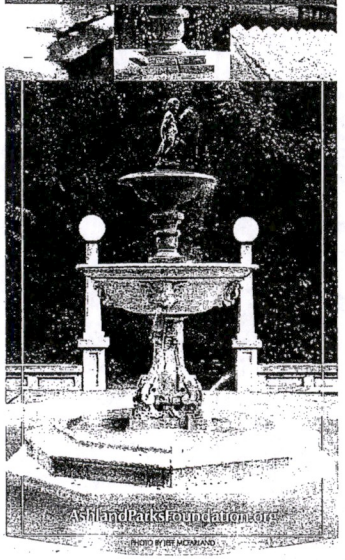


PHOTO BY JEFF MCMILLAN

For over 100 years, the Butler-Perozzi fountain has been the centerpiece of Lithia Park in Ashland, Oregon.

Families have visited the beautiful site to photograph special events, weddings, and graduations. Thousands of memories have been made here.

Today, the fountain and surrounding area have been worn down by weather and time. The Ashland Parks Foundation is leading a fundraising campaign to restore the fountain, repair the terrace and stairs, and replace the plumbing, lighting and electrical systems. Improved accessibility will also be added.

The campaign includes a generous maintenance fund to preserve this magnificent piece of Ashland's history long into the future.

To contribute to the Butler-Perozzi Restoration Campaign or learn more, visit

AshlandParksFoundation.org

Ashland PARKS FOUNDATION

PO Box 247 · Ashland OR 97520
541-552-2256

Paul Mozina 08/15/23 Small Cell Wireless Communication Facility Moratorium

Please pass an ordinance that establishes a moratorium on applications for small cell wireless communication facilities. The FCC was ordered by the U.S. Court of Appeals for the DC Circuit to respond to the evidence brought forward by the Environmental Health Trust and the Children's Health Defense that showed harmful effects of Radio Frequency Radiation on living creatures and the environment at levels thousands of times below the limits allowed by the 1996 Telecommunications Act. This August 13, 2021, decision by the DC Court has been ignored for two years by the FCC, Congress, and League of Oregon Cities.

The notion that it is a legitimate exercise of the Constitutional powers delegated to the government by the people to grant franchises and licenses to Telecom Companies that allow them to indiscriminately cause harm is ludicrous. Do I have the right to indiscriminately cause harm? Does anyone have this right? This is NOT a right therefore that can be legitimately delegated to the government by the people.

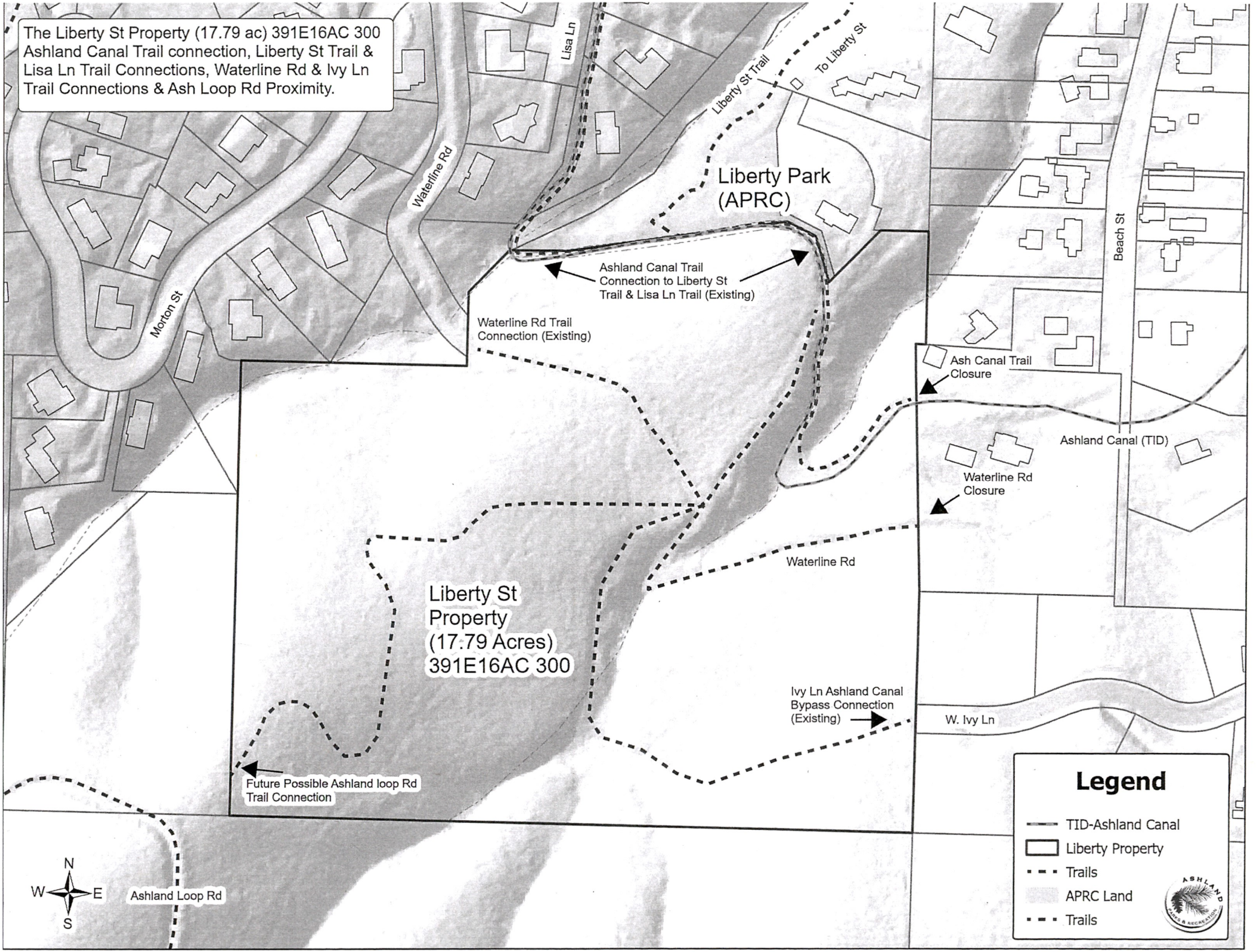
Yet that is exactly what the Telecomm companies are claiming they have a right to do. They have captured the FCC and Congress and succeeded in codifying laws and regulations that allow them to deploy their technologies as they see fit regardless of the indiscriminate harms they cause.

Who owns Verizon, AT&T, US Cellular and T-Mobile? Blackrock, Vanguard, and State Street, which are also the major owners of health care providers and pharmaceutical companies. They don't care if deploying 5G small wireless communication facilities causes harm because they will profit at every step of the way, from providing the 5G backbone for the Internet of Things, to providing care for the people who are injured by their deployment.

The people are not clamoring for the capacity to stream real time video to their gaming devices as they stroll down Siskiyou Boulevard. It is the government seeking to control every aspect of our lives under the guise of the fraudulent claim that human activity is causing global climate change that is driving this. With a 5G small cell network in place, the Internet of Things is possible and with that any device that consumes energy can be monitored and controlled.

The Creator of the Universe did not give any of us the right to cause indiscriminate harm to living creatures and it is a lie to pretend that the people have legitimately delegated this right to the government. Are you willing to make yourselves personally liable for the harms caused by the deployment of small cell, 5G wireless communication facilities in Ashland? Are you confident that the people harmed by your decision will not come after you and hold you personally liable?

Stop the deployment of small cell wireless communication facilities in Ashland by passing a moratorium on all related applications until we all have reasonable assurance that the Radio Frequency Radiation emitted by these small cell networks will not cause harm. To do anything less is immoral and a violation of our basic human rights.


The Liberty St Property (17.79 ac) 391E16AC 300 Ashland Canal Trail connection, Liberty St Trail & Lisa Ln Trail Connections, Waterline Rd & Ivy Ln Trail Connections & Ash Loop Rd Proximity.
Lisa Ln
Liberty St Trail
To Liberty St
Waterline Rd
Liberty Park (APRC)
Beach St
Morton St
Ashland Canal Trail Connection to Liberty St Trail & Lisa Ln Trail (Existing)
Waterline Rd Trail Connection (Existing)
Ash Canal Trail Closure
Ashland Canal (TID)
Waterline Rd Closure
Waterline Rd
Liberty St Property (17.79 Acres) 391E16AC 300
Ivy Ln Ashland Canal Bypass Connection (Existing)
W. Ivy Ln
Future Possible Ashland loop Rd Trail Connection
N
W
E
S
Ashland Loop Rd
Legend
TID-Ashland Canal
Liberty Property
Trails
APRC Land
Trails

From: [redacted]
To: City Council
Subject: Property Acquisition of 2200 Ashland Street
Date: Tuesday, August 15, 2023 3:03:18 PM

[EXTERNAL SENDER]

Hello, my name is Sabena Vaughan, I am a resident of Ashland, OR and my address is [redacted].

I am writing to you today to request that there be a delay in the vote to acquire the property at 2200 Ashland Street tonight, and I am requesting that Council organizes a town-hall style forum, seeking input from our community, before there is a vote.

I was asked by a friend yesterday if I knew about this proposed land acquisition, and I had not heard about it. The shelter, which I am in favor of, being so close to where I live and my children attend school, will have a direct and daily impact on myself and my family. So I was confused, and not feeling great about not even being given the information sooner.

I expressed to Councilor Bloom that I didn't like that residents were not informed, and asked if there could be a delayed vote and that a town hall could be arranged so more people could give input. I don't think this is possible, but I asked because it's important to me that our City Council does some due diligence with our community and do some sort of a town hall to communicate, discuss issues, proposals, and possible solutions to any issues that will be a part of implementing such a shelter into an established community space with two schools within walking distance to the shelter. And, let me be very clear about this right now, I am not against a shelter. What I want to ensure for all residents of this town — housed and unhoused — is safety for all, AND adequate supports around a group of humans who need it most as they rebuild their lives.

The problem is, there isn't a plan already in place for appropriate supports for the shelter. It is only roughly outlined in, "Next Steps". The problem is not the shelter, it's the lack of planning surrounding supports. When I asked about who would be running the shelter and who would be providing support personnel, councilor Bloom told me that right now there are plans for the new residents of this community shelter to be self-governing, with perhaps (OHRA) to be monitoring the new shelter and property, but that the City doesn't have an agency contracted yet, and no agencies have stepped forward. I understand the urgency surrounding this, but it's irresponsible for the City to do all of this in the reverse, and especially without including surrounding community, businesses, and liaisons from at least both schools who will have students walking and riding regularly in the immediate area.

Also, the self-governance model for the shelter doesn't seem like such a wise idea. There needs to be a two-tiered approach here in that, not only are there shelter/beds provided, there should *also* most definitely be accessible support people, mentoring, financial supports, mental health supports… so, so many supports… happening right there at that particular space (and not just down the street at OHRA), and especially if there is to be camping on property there. I want people to not just be housed, but be very much supported in escaping the bonds of poverty, mental health issues, and addiction, if they are even afflicted with this. Not all unhoused people are addicts, as you well know. There should be skill building, and wrap around care ensured for this type of facility to work properly. There should also be very good communication with the neighborhoods surrounding, because that is just good practice, heads off conflict, and provides open pathways of communications and possibilities for collaboration, for all. So, yes, I'm disheartened to hear that none of that is happening, or even being planned for.
Anyway, I just want to state again, as I go further into this, I am not against a shelter. This isn't a NIMBY issue, or even a complaint on my behalf. I am simply stating my concerns as a resident on this street, in this area, and town. I went on to outline these issues with Councilor Bloom yesterday, when I met with him in person:

•There is inadequate street lighting on middle Clay Street, and especially under the bridge, and along the bike path.

•There has been an increase of crime, bike theft, open drug dealing and doing (which we witness ALL the time in the parking lot of Clay Street Park), vandalism, mail theft, and tagging with spray paint under the bridge and on the bike path, and onto cars, mailboxes, and signage on this portion of our street.

•There are consistently humans sleeping in the Clay Street park and in particular in the ditch. There are no public bathrooms there, so there have been toileting activities in the park, and on our street. This isn't safe for anyone, including the children in the area, because The Siskiyou School sits right up against the park, and this section of Clay street serves as a major pathway for children to ride or walk to Bellview Elementary, and in the opposite direction to both AMS and AHS . To be clear, more policing isn't the solution.

•I have been saying this next piece for a loooong time, and with or without a shelter this issue is extremely problematic. Bi-Mart's accessibility of weapons and ammunition within walking distance of two schools is not only problematic, it's irresponsible to not have some sort of safety measures in place for this one issue alone. I understand that the City cannot compel a business to regulate what they sell, but perhaps city officials and community members could connect with Bi-Mart about this, and create policies that work in the name of safety for all people? I don't know… but it's still a concern, and one of the issues I discussed with Councilor Bloom.

•Fires. I am concerned about any fires being used at the shelter site. My street has an over abundance of blackberry bushes. This is partially on Union Pacific railroad property, but also along the bike path, and continuing up the TID drainage that runs down our street, and also on the edge of our street. We do not have any sidewalks on our street, so the bushes are right up to, and sometimes on to, individual properties and the street itself. Another quirky issue on our street is that we have flag lots. There are multiple houses on mostly each driveway up the street. On my driveway we have three homes on our drive way, but only one faces the street. There is only one way of egress for my family, and it is down the long driveway, past two other homes, and out onto middle Clay Street. If there were a fast moving, blackberry bush fire such as the Almeda Fire, my family and I would certainly perish. I requested from Councilor Bloom that some sort of connection be made with Union Pacific, and the county to ensure our safety, and/or get a plan for blackberry and dead tree removal. But also, what assurances and safety measures will be put in place with the camping shelter residents? Doesn't my family deserve to know? Where is the communication?

•What about the people who don't have a bed space at the shelter? Where will they go, or want to congregate? What about the people who can't qualify to be at the shelter because of mental illness, and/or not wanting to be living there? They may want to stay near by, but that isn't safe for them or for us. What is the plan for that? How are shelter residents screened for registered sex offenses, being so close to schools, and small communities in the area?

I told Councilor Bloom, if the City of Ashland doesn't consider all the "what-if's" before hand, they are going to end up with someone being hurt or worse. This goes both ways, housed and unhoused.

If we are going to provide shelter and housing for our unhoused residents, we MUST have open lines of communications, and proper supports for those folks who need it the most. Property acquisitions, and plans for shelters without adequate support systems for its intended residents isn't good, in my opinion. Neither is being out of communications about this with our whole community.

To conclude here, I'm grateful for the time I spent with Councilor Bloom, and his willingness to discuss issues, hear concerns, and I do believe that he has a good heart, and cares about doing the best for the people here in Ashland. I am hopeful that our Mayor and City Councilors will continue to improve on the communication with us all, and to build trust, as it is so badly needed all the way around.

I am interested in holding the City accountable for the safety and well-being for all of our residents, housed and unhoused. This needs to be a well-rounded and resourced plan. I hope we can get there. Will you please consider out of good faith postponing your vote to acquire, and to also do the due diligence of opening up a town-hall for our community to be able to have a venue to be heard.

Thank you for your time and consideration of this 11th Hour request.

Warmly,

Sabena Vaughan

[redacted]

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name Kelly Marcotullio
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) X 56 ordinance

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name Bruno Marcotulli
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) ~~Fire~~ Emergency Response

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8-15-23
Name Debbie Neiserlander
[redacted]

Regular Meeting

Agenda topic/item number_____ OR
Topic for public forum (non agenda item) Emergency Houseless Shelter

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8.15.23
Name Sabena Vaughan
[redacted]

Regular Meeting

Agenda topic/item number XII #2 OR
Topic for public forum (non agenda item) Acquisition of the Camping Attractions Property @ 2200 Ashland Street

Land Use Public Hearing

Please indicate the following:
For: X — AND — Against: X

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____
Requesting delay in vote and a town Hall created.
Also requesting better Communication with the Public.

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 15 AUGUST 2023
Name MIRIAM REED
[redacted]

Regular Meeting

Agenda topic/item number Telecommunication OR ORDINANCE

Topic for public forum (non agenda item)

Land Use Public Hearing

Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name Linda Adams
[redacted]

Regular Meeting

Agenda topic/item number OR

Topic for public forum (non agenda item) ashland food project + volunteerism

Land Use Public Hearing

Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name Paul MOZINA
[redacted]

Regular Meeting

Agenda topic/item number OR

Topic for public forum (non agenda item) SMALL CELL ROW and more

Land Use Public Hearing

Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 08/15/2023
Name JD Barnes (please print)
Address (no P.O. Box) Ashland, OR
Phone [redacted]

Regular Meeting

Agenda topic/item number OR

Topic for public forum (non agenda item) Unhoused in Ashland Oregon

Land Use Public Hearing

Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name HAYWOOD NORTON
[redacted]

Regular Meeting
Agenda topic/item number 12 (2) OR 2200 ASHLAND STREET
Topic for public forum (non agenda item)

Land Use Public Hearing
Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8-15-2023
Name Aimilia McKimara, The Seki You School
[redacted]

Regular Meeting
Agenda topic/item number Purchase of Coming Attractions Property OR
Topic for public forum (non agenda item)

Land Use Public Hearing
Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/23
Name ERIC DAVIS
[redacted]

Regular Meeting
Agenda topic/item number OR
Topic for public forum (non agenda item) Coming Attractions

Land Use Public Hearing
Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date August 15 2023
Name Jimmy Lee Reid
[redacted]

Regular Meeting
Agenda topic/item number XII-2 (Acquisition of Coming Attractions Property) OR
Topic for public forum (non agenda item)

Land Use Public Hearing
Please indicate the following:
For: Against:

Challenge for Conflict of Interest or Bias
If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8/15/2023

Name BRIGID HERRON

[redacted]

Regular Meeting

Agenda topic/item number XII, 2 OR

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder prior to the discussion of the item you wish to speak about.
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 8-15-23

Name Elizabeth Atkinson

[redacted]

Regular Meeting

Agenda topic/item number Community Resilience Hubs OR

Topic for public forum (non agenda item)_____

Land Use Public Hearing

Please indicate the following:
For:_____ Against:_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.
Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Council Business Meeting

September 19, 2023

Agenda Item	Finance Update – Preliminary Fourth Quarter Results	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us (541) 552-2015	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

On a quarterly basis, the Finance Department presents the current quarter-end financial statements and provides a review of significant items. At year-end however, the City has not yet closed its books, which is typical while the annual audit process is underway. Finance will provide a preliminary summary of 4th quarter financial results and other departmental updates.

POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance goal:

"To ensure on-going fiscal ability to provide desired and required services at an acceptable level."

BACKGROUND AND ADDITIONAL INFORMATION

The period ending June 30, 2023 is the end of the fiscal year and the end of the two year budget term. As such, the period is still open and is typically reported and published when the audit and the Annual Comprehensive Financial Report (ACFR) is complete.

An Abbreviated Financial Statements Summary is provided, which includes the Summary of Fund Balances, the City-Wide Statement of Revenue and Expenditure, the Revenue Summary, and the Schedule of Budgetary Compliance, all in preliminary form as of the date of this communication. These reflect that the City is tracking as expected and expenditures are within budget. It should be noted that Accounting will not close the fiscal period ending June 30, 2023 for another several weeks, so the numbers are subject to change, however the bulk of the known activity for the year has been accounted for.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

N/A

REFERENCES & ATTACHMENTS

Attachment 1: Abbreviated Financial Statements Summary (Preliminary)

Better Together

DRAFT

City of Ashland
Summary of Fund Balances
Preliminary Unaudited Report as of June 30, 2023

Fund	Balance June 30, 2023	Balance June 30, 2022	Change From FY 2022	2022-2023 Requirements	Over(Under) Requirements
General Fund	$ 18,470,000	$ 13,565,789	$ 4,904,211	7,310,626	253%
Parks General Fund	975,000	3,157,338	(2,182,338)	1,385,064	70%
Tourism Fund	992,000	-	-	No Policy	N/A
Housing Fund	240,000	280,662	(40,662)	No Policy	N/A
Community Block Grant Fund	37,000	36,617	383	No Policy	N/A
Reserve Fund	1,794,000	1,754,761	39,239	No Policy	N/A
Street Fund	4,938,000	5,535,937	(597,937)	388,885	1270%
Airport Fund	399,000	298,172	100,828	59,018	676%
Capital Improvements Fund	1,317,000	1,208,241	108,759	No Policy	N/A
Parks Capital Improvements Fund	3,011,000	1,978,493	1,032,507	No Policy	N/A
Debt Service Fund	1,041,000	1,009,800	31,200	No Policy	N/A
Water Fund	17,466,000	14,299,291	3,166,709	4,290,031	407%
Wastewater Fund	8,248,000	8,336,732	(88,732)	2,675,526	308%
Storm Drain Fund	2,053,000	1,867,492	185,508	244,445	840%
Electric Fund	7,167,000	5,023,948	2,143,052	4,218,671	170%
Telecommunications Fund	3,178,000	2,683,913	494,087	482,346	659%
Insurance Services Fund	1,193,000	830,809	362,191	669,329	178%
Health Benefits Reserve Fund	2,226,000	1,989,389	236,611	562,647	396%
Equipment Fund	6,915,000	5,874,504	1,040,496	2,437,313	284%
Parks Equipment Fund	474,000	413,249	60,751	32,278	1468%
Cemetery Trust Fund	947,000	930,895	16,105	No Policy	N/A
	$ 83,081,000	$ 71,076,031	$ 12,004,969		
Total Fund Balances	$ 83,081,000	$ 71,076,031	$ 12,004,969		
Restricted and Committed Funds					
Restricted	$ 11,524,000	$ 7,505,685	$ 4,018,315		
Committed	17,772,000	22,828,192	(5,056,192)		
Unassigned	53,785,000	40,742,154	13,042,846		
Total Fund Balances	$ 83,081,000	$ 71,076,031	$ 12,004,969		

DRAFT

City of Ashland

Statement of Revenues and Expenditures - City Wide

Preliminary Unaudited Report as of June 30, 2023

Resource Summary	Fiscal Year 2023 Year-To-Date Actuals	2nd Year of Biennial Budget	Percent Collected / Expended	Year over year change	Fiscal Year 2022 Year-To-Date Actuals	Fiscal Year 2022 End -of-Year Actuals	Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Revenues							
Taxes	$ 27,631,000	$ 25,560,771	108.1%	104.9%	$ 26,351,670	$ 26,351,671	100.0%
Licenses and Permits	1,049,000	1,124,000	93.3%	68.1%	1,539,283	1,539,283	100.0%
Intergovernmental Revenues	6,122,000	14,427,990	42.4%	82.0%	7,466,479	7,466,479	100.0%
Charges for Services - Rate & Internal	58,030,000	61,082,597	95.0%	95.4%	60,829,919	60,829,919	100.0%
Charges for Services - Misc. Service fees	1,077,000	928,100	116.0%	114.7%	938,943	938,943	100.0%
System Development Charges	471,000	405,000	116.3%	88.1%	534,874	534,874	100.0%
Fines and Forfeitures	221,000	544,500	40.6%	128.7%	171,689	171,689	100.0%
Assessment Payments	1,000	6,000	16.7%	46.1%	2,171	2,171	100.0%
Interest on Investments	1,608,000	343,480	468.1%	518.7%	310,030	310,031	100.0%
Miscellaneous Revenues	839,000	677,850	123.8%	403.3%	208,032	208,031	100.0%
Total Revenues	**97,049,000**	**105,100,288**	**92.3%**	**98.7%**	**98,353,089**	**98,353,093**	**100.0%**
Budgetary Resources:							
Other Financing Sources	7,033,000	22,992,450	30.6%	1045.9%	672,428	672,428	100.0%
Transfers In	5,127,000	5,171,567	99.1%	52.5%	9,772,479	9,772,479	100.0%
Total Budgetary Resources	12,160,000	28,164,017	43.2%	116.4%	10,444,907	10,444,907	100.0%
Total Resources	**109,209,000**	**133,264,305**	**81.9%**	**100.4%**	**108,797,997**	**108,797,997**	**100.0%**
Requirements by Classification							
Personnel Services	32,432,000	36,892,308	87.9%	99.1%	32,720,537	32,720,537	100.0%
Materials and Services	43,602,000	51,071,058	85.4%	97.3%	44,824,913	44,824,913	100.0%
Debt Service	2,706,000	2,964,213	91.3%	98.9%	2,736,802	2,736,802	100.0%
Total Operating Expenditures	**78,740,000**	**90,927,579**	**86.6%**	**98.1%**	**80,282,252**	**80,282,252**	**100.0%**
Capital Construction							
Capital Outlay	13,338,000	40,522,754	32.9%	279.9%	4,764,850	4,764,850	100.0%
Transfers Out	5,127,000	5,171,567	99.1%	52.5%	9,772,479	9,772,479	100.0%
Contingencies (Original Budget $2,854,176)	-	1,679,365	0.0%	0.0%	-	-	0.0%
Total Budgetary Requirements	5,127,000	6,850,932	74.8%	52.5%	9,772,479	9,772,479	100.0%
Total Requirements	**97,205,000**	**138,301,265**	**70.3%**	**102.5%**	**94,819,581**	**94,819,581**	100.0%
Excess (Deficiency) of Resources over Requirements	12,005,000	(5,036,960)	338.3%	85.9%	13,978,416	13,978,416	
Carry Forward Fund Balance	71,076,000	45,043,109	157.8%	124.5%	57,097,615	57,097,615	100.0%
Unappropriated Ending Fund Balance	**$ 83,081,000**	**$ 40,006,149**	**207.7%**	**116.9%**	**$ 71,076,031**	**$ 71,076,031**	**100.0%**

City of Ashland
Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34, 2023-05, 2023-18, 2023-20

DRAFT

Preliminary Unaudited Report as of June 30, 2023
(100% of Biennium)

	Biennial to Date Actual (24 Months)	Biennial Budget 2021-2023	Percent Used	Balance
General Fund				
Administration Department	$ 5,336,000	$ 6,459,553	82.6%	$ 1,123,553
Information Technology Department	2,396,000	2,970,265	80.7%	574,265
Finance Department	5,027,000	5,562,098	90.4%	535,098
City Recorder	426,000	427,575	99.6%	1,575
Police Department	13,944,000	15,768,109	88.4%	1,824,109
Fire and Rescue Department	20,283,000	22,737,281	89.2%	2,454,281
Public Works Department	5,844,000	8,169,438	71.5%	2,325,438
Community Development Department	3,817,000	4,411,536	86.5%	594,536
Transfers	13,391,000	13,591,410	98.5%	200,410
Contingency	-	865,586	0.0%	865,586
Total General Fund	70,464,000	80,962,851	87.0%	10,498,851
Parks and Recreation General Fund				
Parks Division incl. Forestry	9,879,000	10,209,034	96.8%	330,034
Recreation Division	2,178,000	2,467,690	88.3%	289,690
Golf Division	979,000	1,159,650	84.4%	180,650
Senior Services Division	690,000	757,457	91.1%	67,457
Transfers	300,000	300,000	100.0%	-
Contingency	-	448,990	0.0%	448,990
Total Parks and Recreation Fund	14,026,000	15,342,821	91.4%	516,447
Tourism Fund				
Administration Department - Personnel Services	59,000	80,000	73.8%	21,000
Administration Department - Material and Services	612,000	629,663	97.2%	17,663
Contingency		165,811	0.0%	165,811
Total Housing Trust Fund	671,000	875,474	76.6%	204,474
Housing Fund				
Community Development Department - Material and Services	347,000	450,079	77.1%	103,079
Community Development Department - Capital	93,000	100,000	93.0%	7,000
Total Housing Trust Fund	440,000	550,079	80.0%	110,079
Community Development Block Grant Fund				
Community Development Department - Personnel Services	87,000	127,265	68.4%	40,265
Community Development Department - Materials and Services	672,000	719,956	93.3%	47,956
Total Community Development Grant Fund	759,000	847,221	89.6%	88,221
Street Fund				
Public Works Department - Operations	9,260,000	15,584,026	59.4%	6,324,026
Public Works Department - Debt	160,000	163,526	97.8%	3,526
Public Works Department - Transportation SDC's	2,000	568,037	0.4%	566,037
Contingency	-	294,896	0.0%	294,896
Total Street Fund	9,422,000	16,610,485	56.7%	860,933
Airport Fund				
Public Works Department - Material and Services	165,000	183,398	90.0%	18,398
Public Works Department - Capital Outlay	442,000	3,001,000	14.7%	2,559,000
Contingency	-	5,502	0.0%	5,502
Total Airport Fund	607,000	3,189,900	19.0%	2,564,502

Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34, 2023-05, 2023-18, 2023-20

Preliminary Unaudited Report as of June 30, 2023
(100% of Biennium)

DRAFT

	Biennial to Date Actual (24 Months)	Biennial Budget 2021-2023	Percent Used	Balance
Capital Improvements Fund				
Public Works Department - Capital Outlay	45,000	1,174,249	3.8%	1,129,249
Finance - Open Space (Parks)	5,000	5,000	100.0%	-
Transfers	220,000	220,000	100.0%	-
Contingency	-	-	N/A	-
Total Capital Improvements Fund	270,000	1,399,249	19.3%	1,129,249
Parks Capital Improvement Fund				
Parks Department - Personnel Services	-	-	N/A	-
Parks Department - Materials and Services	5,000	404,000	1.2%	399,000
Parks Department - Capital Outlay	1,805,000	9,835,500	18.4%	8,030,500
Transfers	862,000	862,768	99.9%	768
Total Parks Capital Improvement Fund	2,672,000	11,102,268	24.1%	8,430,268
Debt Service Fund				
Debt Service	3,524,000	3,531,971	99.8%	7,971
Total Debt Service Fund	3,524,000	3,531,971	99.8%	7,971
Water Fund				
Public Works Department - Conservation	237,000	568,430	41.7%	331,430
Public Works Department - Water Operations	14,496,000	40,935,829	35.4%	26,439,829
Public Works Department - Water Debt	938,000	1,123,032	83.5%	185,032
Public Works Department - Water SDC's	355,000	3,195,848	11.1%	2,840,848
Public Works Department - Water SDC's Debt	427,000	427,806	99.8%	806
Transfer	100,000	100,000	100.0%	-
Contingency	-	464,844	0.0%	464,844
Total Water Fund	16,553,000	46,815,789	35.4%	464,844
Wastewater Fund				
Public Works Department - Wastewater Operations	16,073,000	19,569,418	82.1%	3,496,418
Public Works Department - Wastewater Debt	348,000	351,048	99.1%	3,048
Public Works Department - Wastewater SDC's	291,000	3,417,100	8.5%	3,126,100
Contingency	-	367,388	0.0%	367,388
Total Wastewater Fund	16,712,000	23,704,954	70.5%	6,992,954
Stormwater Fund				
Public Works Department - Storm Water Operations	1,382,000	2,407,654	57.4%	1,025,654
Public Works Department - Storm Water Debt	23,000	23,300	98.7%	300
Public Works Department - Storm Water SDC's	12,000	607,712	2.0%	595,712
Contingency	-	74,203	0.0%	74,203
Total Stormwater Fund	1,417,000	3,112,869	45.5%	1,695,869
Electric Fund				
Administration Department - Conservation	1,574,000	2,442,599	64.4%	868,599
Electric Department - Operations	31,149,000	34,702,938	89.8%	3,553,938
Electric Department - Debt Service	22,000	487,326	4.5%	465,326
Contingency	-	1,128,985	0.0%	1,128,985
Total Electric Fund	32,745,000	38,761,848	84.5%	6,016,848

Schedule of Budgetary Compliance Per Resolution 2021-05
& amended by Resolution(s) # 2022-01, 2022-02, 2022-03, 2022-07, 2022-10, 2022-17, 2022-17A, 2022-12, 2022-25, 2022-28, 2022-34, 2023-05, 2023-18, 2023-20

Preliminary Unaudited Report as of June 30, 2023
(100% of Biennium)

DRAFT

	Biennial to Date Actual (24 Months)	Biennial Budget 2021-2023	Percent Used	Balance
Telecommunications Fund				
Information Technology Department - Personnel Services	1,438,000	1,831,694	78.5%	393,694
Information Technology Department - Materials and Services	3,088,000	3,329,605	92.7%	241,605
Information Technology Department - Capital Outlay	72,000	188,750	38.1%	116,750
Contingency	-	85,332	0.0%	85,332
Total - Telecommunications Fund	4,598,000	5,435,381	84.6%	837,381
Insurance Services Fund				
Non-Departmental - Material and Services	2,780,000	3,085,770	90.1%	305,770
Contingency	-	92,573	0.0%	92,573
Total Insurance Services Fund	2,780,000	3,178,343	87.5%	398,343
Health Benefits Reserve Fund				
Non-Departmental - Material and Services	7,905,000	11,685,180	67.6%	3,780,180
Contingency	-	350,556	0.0%	350,556
Total Health Benefits Reserve Fund	7,905,000	12,035,736	65.7%	4,130,736
Equipment Fund				
Public Works Department - Maintenance	4,539,000	4,630,663	98.0%	91,663
Public Works Department - Purchasing and Acquisition	1,802,000	2,908,800	61.9%	1,106,800
Contingency	-	129,920	0.0%	129,920
Total Equipment Fund	6,341,000	7,669,383	82.7%	1,328,383
Parks Equipment Fund				
Parks Department - Capital Outlay	90,000	150,000	60.0%	60,000
Contingency	-	120	0.0%	120
Total Parks Equipment Fund	90,000	150,120	60.0%	60,120
Cemetery Trust Fund				
Transfers	26,000	130,000	20.0%	104,000
Total Cemetery Trust Fund	26,000	130,000	20.0%	104,000
Total Appropriations	$ 192,022,000	$ 275,406,741	69.7%	$ 83,384,741

DRAFT

City of Ashland
Revenue Summary as of June 30, 2023

Revenue Item	Receiving Fund \ Share	Current Year 2022 - 2023 Month	YTD	1st Year Budget Amounts	% YTD	Prior Year 2021 - 2022 YTD	EOFY	Current / Prior YTD % Change
Food & Beverage Tax	General Fund 2%	3,400	48,500	238,645	20%	54,971	54,971	88.2%
	Street Fund 73%	8,700	-	-	N/A	2,006,445	2,006,445	0.0%
	Parks Cap. Impr. 25%	166,800	2,376,400	-	N/A	687,139	687,139	345.8%
	Wastewater 55%	-	-	-	N/A	-	-	N/A
	Central Svs 2%	-	-	-	N/A	-	-	N/A
Total F&B Tax		178,900	2,424,900	238,645	1016%	2,748,555	2,748,555	88.2%
Transient Lodging Tax	General 100%	247,000	1,941,200	1,692,121	115%	1,868,282	1,868,282	103.9%
		-	-					
Electric User Tax	General 100%	274,700	3,811,000	4,225,222	90%	3,720,652	3,720,652	102.4%
		-	-					
Ambulance	General 100%	117,500	2,383,000	1,505,000	158%	2,236,249	2,227,875	106.6%
		-	-					
Court Fees & Fines	General 100%	8,600	115,200	335,500	34%	121,294	121,294	95.0%
		-	-					
Parking Fees	General Fund	49,200	146,300	400,000	37%	93,637	93,637	156.2%
	Capital Fund	10,000	48,000	60,000	80%	41,604	41,604	115.4%
Total Parking Fees		59,200	194,300	460,000	42%	135,241	135,241	143.7%
Franchises	General Fund	402,100	3,359,000	2,700,596	124%	3,826,950	3,826,950	87.8%
	Street Fund	83,500	788,800	55,000	1434%	59,358	59,358	1328.9%
Total Franchises		485,600	4,147,800	2,755,596	151%	3,886,309	3,886,309	106.7%
SDC's	Streets	7,700	145,200	150,000	97%	165,625	165,625	87.7%
	Capital Impr. Parks	1,800	33,200	70,000	47%	39,779	39,779	83.5%
	Water	10,300	152,800	150,000	102%	204,411	204,411	74.8%
	Wastewater	8,200	125,900	150,000	84%	91,772	91,772	137.2%
	Storm Drain	800	14,400	35,000	41%	33,287	33,287	43.3%
Total SDC's		28,800	471,500	555,000	85%	534,874	534,874	88.2%
Planning								
Permits and Fees	General 100%	16,300	444,400	509,500	87%	628,498	628,498	70.7%
Charges for Services	General 100%	1,500	25,600	40,000	64%	30,088	30,088	85.1%
Total Planning		17,800	470,000	549,500	86%	658,586	658,586	71.4%
Building								
Permits and Fees	General 100%	39,800	604,900	614,500	98%	910,785	910,785	66.4%
Charges for Services	General 100%	200	5,300	6,500	82%	4,502	4,502	117.7%
Total Building		40,000	610,200	621,000	98%	915,287	915,287	66.7%
Charges for Services (Sales)								
(Excludes SDC's)	Electric	1,310,800	17,733,500	18,408,531	96%	17,375,916	17,375,916	102.1%
	Water	856,300	8,585,200	8,840,000	97%	8,399,651	8,399,651	102.2%
	Wastewater	549,900	6,390,400	6,040,000	106%	6,301,095	6,301,095	101.4%
	Stormwater	66,800	800,600	769,600	104%	793,847	793,847	100.9%
	Telecommunication	233,200	2,817,500	2,847,836	99%	2,780,392	2,780,392	101.3%
Total Sales		3,017,000	36,327,200	36,905,967	98%	35,650,901	35,650,901	101.9%
Interest	All Funds	181,700	1,608,000	343,480	468%	310,030	310,030	518.7%
Property Tax								
(Current Taxes)	General	338,100	12,733,200	12,307,258	103%	12,542,898	12,520,934	101.5%
	Debt Svcs	5,500	206,300	199,388	103%	215,090	213,734	95.9%
Total Taxes		343,600	12,939,500	12,506,646	103%	12,757,988	12,734,669	101.4%
Totals		$ 5,000,400	$ 67,443,800	$ 62,693,677	108%	$ 65,544,247	$ 65,512,553	102.9%

DRAFT

City of Ashland
Summary of Cash and Investments
Preliminary Unaudited Report as of June 30, 2023

Fund	Balance June 30, 2023	Balance June 30, 2022	Change From FY 2022
General Fund	$ 17,582,000	$ 10,051,736	$ 7,530,264
Parks General Fund	1,114,000	3,338,633	(2,224,633)
Tourism Fund	884,000	-	884,000
Housing Fund	256,000	236,323	19,677
Community Block Grant Fund	4,000	27,819	(23,819)
Reserve Fund	1,794,000	1,754,759	39,241
Street Fund	4,988,000	4,901,591	86,409
Airport Fund	333,000	300,402	32,598
Capital Improvements Fund	1,321,000	1,202,131	118,869
Parks Capital Improvements Fund	2,954,000	1,953,550	1,000,450
Debt Service Fund	1,041,000	1,007,715	33,285
Water Fund	13,666,000	12,889,481	776,519
Wastewater Fund	6,449,000	7,661,156	(1,212,156)
Storm Drain Fund	1,941,000	1,769,548	171,452
Electric Fund	6,640,000	4,434,350	2,205,650
Telecommunications Fund	2,763,000	2,345,431	417,569
Insurance Services Fund	1,491,000	1,097,135	393,865
Health Benefits Reserve Fund	2,249,000	1,916,791	332,209
Equipment Fund	7,074,000	6,101,488	972,512
Parks Equipment Fund	474,000	413,249	60,751
Cemetery Trust Fund	943,000	929,433	13,567
	$ 75,961,000	$ 64,332,721	$ 11,628,279
Total Cash Distribution	$ 75,961,000	$ 64,332,721	$ 11,628,279
Manner of Investment			
General Banking Accounts	$ 3,825,000	$ 2,003,470	$ 1,821,530
Local Government Inv. Pool	55,024,000	46,360,304	8,663,696
City Investments	17,112,000	15,968,947	1,143,053
Total Cash and Investments	$ 75,961,000	$ 64,332,721	$ 11,628,279
Yield			
Local Government Inv. Pool	3.75%	0.63%	3.12%
City Investments	2.00%	1.00%	1.00%

Council Business Meeting

September 19, 2023

Agenda Item	Council Advisory Committee Appointment – SERJAC – Tara Houston	
From	Dana Smith	Clerk of the Council Pro Tem
Contact	recorder@ashland.or.us	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Confirm the Mayor Graham's appointment of Tara Houston to the Social Equity and Racial Justice Advisory Committee.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Municipal Code (AMC) Chapter 2.20.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

I move to approve the appointment of Tara Houston to the Social Equity and Racial Justice Advisory Committee with a term expiring April 30, 2026.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

From: City of Ashland, Oregon
To: Dorinda Cottle; City Recorder
Subject: Application for Committee or Commission Submitted
Date: Tuesday, August 1, 2023 5:32:30 AM

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Name: **Tara A Houston**
Committee or Commission intersted in: **Social Equity and Racial Justice**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Community Outreach at Oregon Shakespeare Festival**
Educational background: **BFA in Scenic Technology and Design (Scenic Design and Scenic Art) University of Arizona, 2006 MFA in Design, Technology, and Management (Scene Design) University of Illinois at Urbana-Champaign, 2009 I have also taken many racial equity/social justice workshops and trainings**
Related Experience: **Prior to my current role at Oregon Shakespeare Festival in the Inclusion, Diversity, Equity, and Access Department, I was an assistant professor of Scenic Design as well as the Associate Dean of Diversity Equity and Inclusion in the College of Music and Dramatic Arts at Louisiana State University. I continue to educate myself on issues around racial justice and social equity, knowing that it's life-long and ongoing work. Our culture is constantly changing, so remaining in a learning space is vital. Should the Committee be in a position to support continuing professional development, I would appreciate support and funding to continue to grow my practice.**
Interests: **I believe that I have the skills and temperament needed to provide benefit to the Committee. Though I've not been in Ashland for long, having just moved here in October of las year, I recognize the importance of being invested in the growth of my community and this is an area of passion and interest to me. My family is mixed race, my dad's family is from mixed Northern European heritage and my mom's family is a mix of Mexican Indigenous folks and European ancestry. I feel as though my cultural heritage has opened my eyes to the experiences People of the Global Majority face, though I have carried White Privilege through the world with me. In many ways, the work I do in racial equity and social justice is work that heals the disparities I see in the outcomes my relatives expected based on their socio-economic backgrounds and racial identities. In working to heal my community, I hope to help build a more equitable space for folks like me and my family.**
Availability: **I have a flexible work schedule and can usually accommodate meetings as needed. I prefer day meetings, but again, can be flexible.**
Additional Information : **I moved to Ashland in October of 2022 and plan to live here for some time.**
Signature: **Tara A Houston**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**

Council Business Meeting

September 19, 2023

Agenda Item	Approval of Liquor License Request for House of India	
From	Dana Smith	Clerk of the Council Pro Tem
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for the Liquor License Approval for House of Inda, (DBA SMAGS Corporation) at 1667 Siskiyou Boulevard.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

BACKGROUND AND ADDITIONAL INFORMATION

This is an application for a New Outlet of a Limited-On Premises Commercial Liquor License.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

Staff recommends approval of the liquor license application. The City has determined that the location of this business complies with the City's land use requirements. The applicant has a Business License and has registered as a restaurant.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for the House of India restaurant.

REFERENCES & ATTACHMENTS

Attachment 1: Application

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd ☐4th ☐5th

Brewery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location

Additional tasting locations: ☐2nd ☐3rd ☐4th ☐5th ☐6th

☒ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

Printed Name _____ Date _____

House of India

Trade Name

Scanned with CamScanner

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
SMAGS Corporation	
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
House of India

Premises street address (The physical location of the business and where the liquor license will be posted):
1667 Siskiyou Blvd.

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
541-708-6566	vellanki9@gmail.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
1667 Siskiyou Blvd.

City:	State:	Zip Code:
Ashland	Oregon	97520

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No	Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

☒ Make changes regarding this license/application on my behalf.

☒ Sign application forms regarding this license/application on my behalf.

☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:
Aishwarya Vellanki

Phone number:	Email:
[redacted]	

Mailing address:
1667 Siskiyou Blvd.

City:	State:	Zip Code:
Ashland	Oregon	97520

Please note: liquor license applications are public records.

Scanned with CamScanner

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: SMAGS Corporation Phone: 541-708-6566

Trade Name (dba): House of India

Business Location Address: 1667 Siskiyou Blvd

City: Ashland ZIP Code: 97520

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11 am to 9 pm
Monday 11 am to 9 pm
Tuesday 11 am to 9 pm
Wednesday 11 am to 9 pm
Thursday 11 am to 9 pm
Friday 11 am to 9 pm
Saturday 11 am to 9 pm

Outdoor Area Hours:

Sunday 11 am to 9 pm
Monday 11 am to 9 pm
Tuesday 11 am to 9 pm
Wednesday 11 am to 9 pm
Thursday 11 am to 9 pm
Friday 11 am to 9 pm
Saturday 11 am to 9 pm

The outdoor area is used for:

☒ Food service Hours: 11 am to 9 pm
☒ Alcohol service Hours: 11 am to 9 pm
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: If the weather does not permit appropriate service outdoors, we will limit service to the indoors.

ENTERTAINMENT

Check **ALL** that apply:

☐ Live Music
☐ Recorded Music
☐ DJ Music
☐ Dancing ☐ Nude Dancing
☐ Live Entertainment
☐ Minor Entertainers
☐ Karaoke
☐ Coin-operated Games
☐ Video Lottery Machines
☐ Social Gaming
☐ Pool Tables
☐ Other: _____

***Minor Entertainers in an area prohibited to minors need prior approval from the OLCC**

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 72 Outdoor: 8 Lounge: _____
Banquet: _____ Other (explain): _____ Total Seating: 80

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: V. Srinivasa Rao **Date:** 8-16-23

www.oregon.gov/olcc

Rev: 2.1.23

Scanned with CamScanner

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

RESET FORM

1. Name (Print):	Vellanki Last	Srinivasarao First	 Middle

2. Other names used (maiden, other):

3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐
If yes, you must list your SSN: [redacted]

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ✔

5. Date of Birth (DOB): [redacted]	(mm)	(dd)	(yyyy)

6. Driver License or State ID #: 7776123	7. State Oregon

8. Contact Phone: 541-499-9111

9. E-mail Address: vellanki9@gmail.com

10. Mailing Address:	1667 Siskiyou Blvd. (Number and Street)	Ashland (City)	Oregon (State)	97520 (Zip Code)

11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?

No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.

Scanned with CamScanner

OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, ***may not*** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Vellanki Last	Srinivasarao First	Middle

Signature: V. SrinivasaRao **Date:** 8-16-23

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?

Scanned with CamScanner

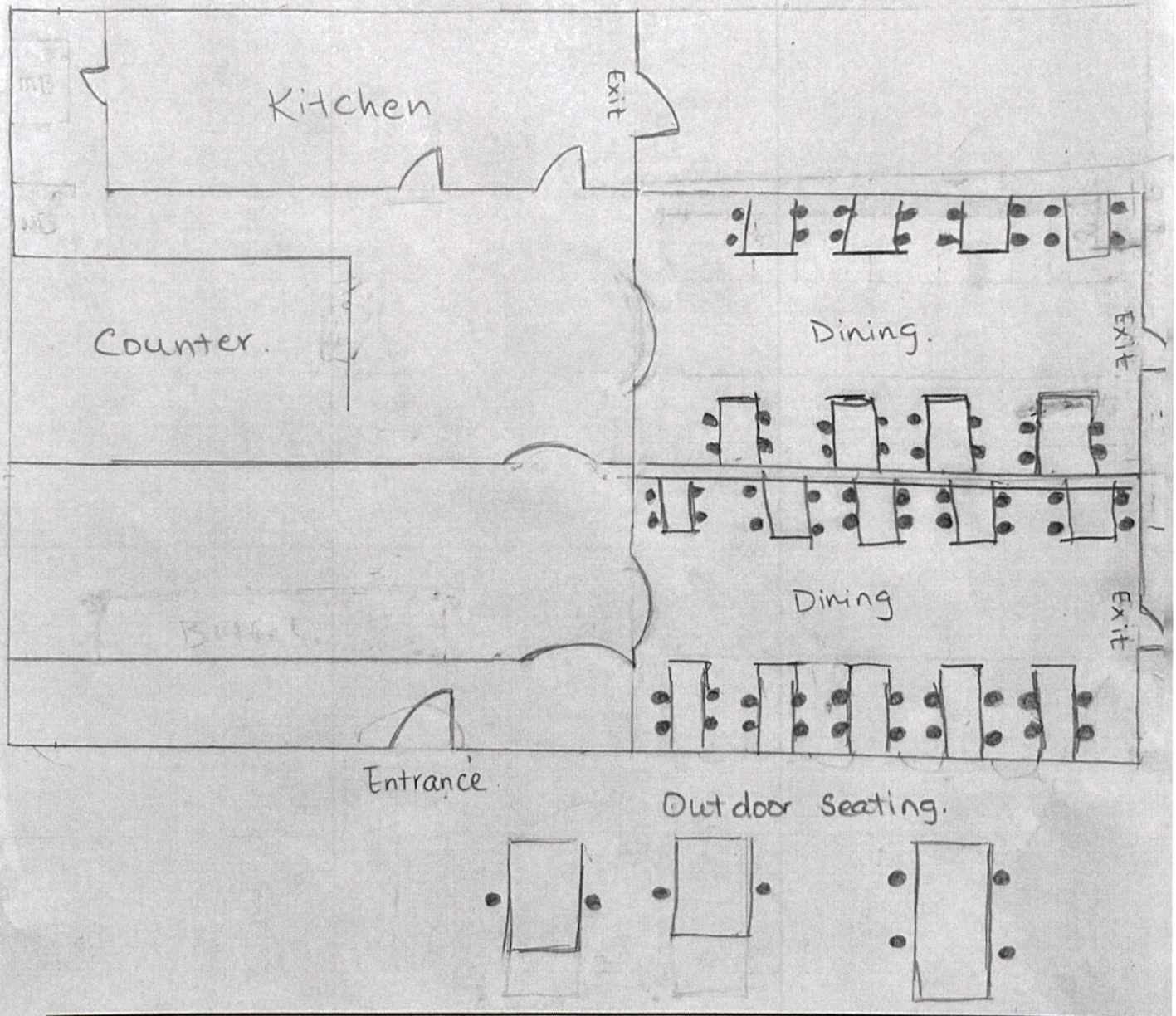
OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

SMAGS Corporation
Applicant Name

House of India
Trade Name (dba)



.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date:_____ **Initials:**_____

(rev. 03/22)

Scanned with CamScanner

PRINT FORM

RESET FORM

Oregon Liquor & Cannabis Commission

CORPORATE QUESTIONNAIRE

Corporation or Foreign Corporation Name SMAGS Corporation

Trade Name of Business (Name Customers Will See) House of India

LIST OFFICERS (Please follow directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President (if required)	Srinivasarao Vellanki
Secretary (if required)	Aishwarya Vellanki
Treasurer (list only if have one)	
Vice president with responsibility over the operation of the business (list only if have one)	

LIST BOARD OF DIRECTORS (Please follow directions on page 1. You may include information on a separate sheet.)

Name (please print)	Name (please print)
Srinivasarao Vellanki	

LIST SHAREHOLDERS (Please follow directions on page 1. You may include information on a separate sheet.)

Name (please print)	Percentage of issued shares held
Srinivasarao Vellanki	100

SERVER EDUCATION DESIGNEE (Please follow directions on page 1)

Name (please print)	Date of Birth
Srinivasarao Vellanki	[redacted]

OFFICER'S SIGNATURE (Please follow directions on page 1)

NAME of Signing Officer (please type or print) Srinivasarao Vellanki

V. Srinivasa Rao DATE 8-16-23

SIGNATURE of signing officer (may electronically sign)

This box OLCC use ONLY

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____

Scanned with CamScanner

Council Business Meeting

September 19, 2023

Agenda Item	Approval of Liquor License Request for Masala Library Bistro & Bar	
From	Dana Smith	Clerk of the Council Pro Tem
Contact	recorder@ashland.or.us; 541-488-5307	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This is a request for approval of a liquor license application for the Liquor License Approval for Masala Library Bistro & Bar, (DBA Masala Library Bistro & Bar) at 258 A Street, #3B.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

BACKGROUND AND ADDITIONAL INFORMATION

This is an application for a Change of Ownership of a Commercial Liquor License.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

Staff recommends approval of the liquor license application. The City has determined that the location of this business complies with the City's land use requirements. The applicant has a Business License and has registered as a restaurant.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the liquor license for the Masala Library Bistro and Bar restaurant.

REFERENCES & ATTACHMENTS

Attachment 1: Application

Better Together

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
   - If the premises street address is within a city's limits, the local government is the city.
   - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application if:
   1. You have WRITTEN documentation showing the date the local government received the application or;
   2. The local government has provided you their recommendation.
4. **Email the application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@Oregon.Gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
   When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - *Please see the general definitions of the license request options below:*

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review OAR 845-006-0301 for the definitions of "applicant" and "licensee" and OAR 845-005-0311 to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the below Authorized Representative area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
MASALA LIBRARY BISTRO & BAR	
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

MASALA LIBRARY BISTRO & BAR

Premises street address (The physical location of the business and where the liquor license will be posted):

258 A ST #3B,

City:	Zip Code:	County:
ASHLAND	97520	JACKSON

Business phone number:	Business email:
5417080943	

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):

258 A ST #3B,

City:	State:	Zip Code:
ASHLAND	OREGON	97520

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No	Does the business address currently have an OLCC marijuana license? ☐ Yes ☐ No

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

☒ Make changes regarding this license/application on my behalf.

☒ Sign application forms regarding this license/application on my behalf.

☒ Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

Munish Kumar

Phone number:	Email:
[redacted]	

Mailing address:

258 A ST #3B,

City:	State:	Zip Code:
ASHLAND	OREGON	97520

LIQUOR LICENSE APPLICATION

APPLICATION CONTACT INFORMATON – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:
Munish Kumar

Phone number:	Email:
[redacted]	

TERMS

- "Real property" means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- "Common area" is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area's designation as a "common area" is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-005-0311 and attests that:

1. At least one applicant listed in the "Application Information" section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.

2. No person not listed as an applicant in the "Application Information" section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.

3. The licensed premises at the premises street address proposed to be licensed either:
   a. Does not include any common areas; or
   b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
      - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in "common areas" and that this requirement applies at all times, even when the business is closed.

4. The licensed premises at the premises street address either:
   a. Has no area on property controlled by a public entity (like a city, county, or state); or
   b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location

Additional locations: ☐2nd ☐3rd ☐4th ☐5th

Brewery

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location

Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location

Additional tasting locations: ☐2nd ☐3rd ☐4th ☐5th ☐6th

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

Printed Name _____ Date _____

MASALA LIBRARY BISTRO & BAR

Trade Name

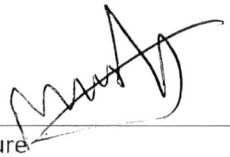
LIQUOR LICENSE APPLICATION

MASALA LIBRARY BISTRO & BAR

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Print name	Signature	Date	Atty. Bar Info (if applicable)
Munish Kumar		08-09-2023	
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)

Council Business Meeting

September 19, 2023

Agenda Item	2023-25 BN Supplement Budget & Resolution – Revenue Recognition & Budget Appropriation for Fire Department	
From	Mariane Berry	Finance Director
Contact	Mariane.Berry@ashland.or.us (541) 552-2015	
Item Type	Requested by Council ☒ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

During the course of the Biennium there are times that budget adjustments are necessary. The proposed budget amendments do not increase appropriations by more than ten percent.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Oregon budget law (ORS 294.471) provides for a mid-cycle amendment to the budget through the supplemental budget process.

This supplement budget will recognize and appropriate unbudgeted revenue. These changes consist of additional appropriations of less than ten percent of the budgeted fund, Oregon budget law allows adoption by Council Resolution with no public hearing required.

First, this budget amendment recognizes the revenue from two grants, BLM for $45,100 and USDA for $249,700. Below is the explanation of the needed transfers.

Increase In resource:		
General Fund	Grant Revenue	294,800
	Total Increased Resource	**$ 294,800**
Increase In appropriation:		
General Fund	Professional Services - Wildfire	30,100
	Personnel Services - Wildfire Temp	15,000
	Programs - Firewise	249,700
	Total Increased Appropriation	**$ 294,800**

Secondly, unanticipated revenue from Ambulance Services was collected at the end of Fiscal Year 2023 that was not included in the BN 21-23 or the 23-25 budget, in the total amount of $141,374. The following reflects recognition of the revenue and the decision to appropriate the amounts to the Wildfire Division.

Better Together

Increase In resource:		
General Fund	Charges for Services	141,374
	Total Increased Resource	**$ 141,374**
Increase In appropriation:		
General Fund	Professional Services - Wildfire	141,374
	Total Increased Appropriation	**$ 141,374**

The details of each change can be found on the attached Staff Supplemental Budget Request forms.

FISCAL IMPACTS

The Supplemental Budget transfers increases revenue and appropriations within the budget.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

That the Council adopt the attached resolution to authorize proposed changes as defined within this report for a 2023-25 BN supplemental budget.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to adopt Resolution 2023-23 authorizing a 2023-25 BN supplemental budget.

REFERENCES & ATTACHMENTS

Attachment 1: Resolution Adopting the Supplemental Budget
Attachment 2: Staff Supplemental Budget Requests

RESOLUTION NO. 2023-23

A RESOLUTION ADOPTING A SUPPLMENTAL BUDGET FOR CHANGES TO THE 2023-25 BIENNIUM BUDGET

RECITALS:

A. The City of Ashland 2023-25 Biennium Budget was adopted on June 6, 2023 for the period of July 1, 2023 through June 30, 2025.

B. The City of Ashland (City) is authorized by ORS 294.471 to approve a supplemental budget for one or more of the following reasons:

1. An occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.
2. A pressing necessity which was not foreseen at the time of the preparation of the budget for the current year which requires prompt action.
3. Funds were made available by another unit of federal, state or local government and the availability of such funds could not have been ascertained at the time of the preparation of the budget for the current year.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. In accordance with provisions stated above, the Mayor and City Council of the City of Ashland determine that it is necessary to adopt a supplemental budget, establishing the following amendments:

	Additional appropriations:	
	Appropriation	Resource
General Fund		
Fire Department - Wildfire Division	294,800	
Intergovernmental		294,800
	$ 294,800	**$ 294,800**

	Additional appropriations:	
	Appropriation	Resource
General Fund		
Fire Department - Wildfire Division	141,374	
Charges for Services		141,374
	$ 141,374	**$ 141,374**

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this 19th day of September, 2023, and takes effect upon signing by the Mayor.

_____

Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 19th day of September, 2023.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

CITY OF
ASHLAND

Budget Supplemental Request

Date: 08/28/2023

Department: Fire

Explanation of request:

The BLM grant will support capacity staff with Ashland Fire & Rescue to provide k-12th grade fire ecology education for community smoke & wildfire resilience. The Community Wildfire Defense Grant supports contracts to rewrite the City's Community Wildfire Protection Plan ($249,700).

New Revenue

Account Number	Line Item Name	Amount
110.430123	Wildfire Division	$ 45,100
110.430123	Wildfire Division	$ 249,700
	Total Amount of Transfer	$ 294,800.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604106	Forestry, Wildfire Grants	$ 30,100.00
072900.510200	Temporary Personnel	$ 15,000.00
072900.610355	Firewise	$ 249,700.00
	Total Amount of Transfer	$ 294,800.00

Requested By:

Approved By:

Department Head

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11062752-104
Between
CITY OF ASHLAND
And The
USDA, FOREST SERVICE
STATE AND PRIVATE FORESTRY, PACIFIC NORTHWEST REGION

Project Title: Wildfire Protection Plan Update

Upon execution of this document, an award to City of Ashland, hereinafter referred to as "City of Ashland," in the amount of **$249,700.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 Community Wildfire Defense Grant Program. City of Ashland accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated July 10, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 10% of the total cost, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at See Forest Service Administrative Contact under provision B.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. City of Ashland shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Brian Hendrix 455 Siskiyou Blvd Ashland, OR 97520 Telephone: 541-552-2231 Email: brian.hendrix@ashland.or.us	Chris Chambers 455 Siskiyou Blvd Ashland, OR 97520 Telephone: 541-552-2066 Email: chris.chambers@ashland.or.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kristen Bowles 63095 Deschutes Market Rd Bend, OR 97701 Telephone: 541-383-5543 Email: kristen.bowles@usda.gov	Ben Martin Email: benjamin.martin@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). City of Ashland shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Budget and Finance – Grants & Agreements 4000 Masthead St, NE Albuquerque, NM 87109	Kristen Bowles at kristen.bowles@usda.gov

E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Ashland has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Ashland chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

F. PRIOR WRITTEN APPROVAL. City of Ashland shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of June 1, 2023, pursuant to 2 CFR 200.458.

The end date, or expiration date is **December 31, 2025**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Ralph E Sartain II Digitally signed by Ralph E Sartain II
Date: 2023.08.10 11:00:00 -07'00'

RALPH SARTAIN, Fire Chief — Date
City of Ashland

ALEX ROBERTSON Digitally signed by ALEX ROBERTSON
Date: 2023.08.11 14:54:42 -07'00'

ALEX T. ROBERTSON, Director — Date
Fire and Aviation Management, U.S. Forest Service

The authority and the format of this award (23-DG-11062752-104) have been reviewed and approved for signature.

Ben Martin

Digitally signed by Ben Martin
Date: 2023.08.09 12:13:13 -07'00'

BEN MARTIN
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Ashland a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Ashland for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Ashland or any third party.

C. NOTICES. Any notice given by the Forest Service or City of Ashland will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Ashland, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-

425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Ashland shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with City of Ashland's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. City of Ashland shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for City of Ashland to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Ashland when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Ashland's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Ashland is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

City of Ashland may call on Forest Service's Office of Communication for advice regarding public notices. City of Ashland is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Ashland shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. City of Ashland is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Ashland under this award.
- Any right of copyright to which City of Ashland purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Ashland shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish City of Ashland a written copy of the decision.

2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, City of Ashland appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

3. In order to facilitate review on the record by the Director, SPF, City of Ashland shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

4. A decision under this provision by the Director, SPF is final.

5. The final decision by the Director, SPF does not preclude City of Ashland from pursuing remedies available under the law.

P. AWARD CLOSEOUT. City of Ashland must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Ashland must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. City of Ashland shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Ashland or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or
ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   c. ''Private entity'':

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
(2) Includes:
i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
ii. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. City of Ashland agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
b. Specify the actions City of Ashland will take against employees for violating that prohibition; and
c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and
(2) Shall notify City of Ashland in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. City of Ashland agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
a. The dangers of drug abuse in the workplace;
b. The established policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation and employee assistance programs; and
d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. City of Ashland agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after City of Ashland learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, City of Ashland must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

W. ELIGIBLE WORKERS. City of Ashland shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Ashland shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

BB. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
08/18/2023

1a. SUPERSEDES AWARD NOTICE dated 05/07/2021
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.228 - BLM Fuels Management and Community Fire Assistance Program Activities

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L21AC10045-01
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN L21AC10045

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	05/07/2021	**Through**	05/07/2025
7. BUDGET PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	05/07/2021	**Through**	05/07/2025

AUTHORIZATION (Legislation/Regulations)

Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC § 1737(b)

8. TITLE OF PROJECT (OR PROGRAM)
OR/WA Southern Oregon Fire Ecology: FireWorks! Digital Learning and Outdoor Education

9a. GRANTEE NAME AND ADDRESS
CITY OF ASHLAND
455 Siskiyou Blvd
Ashland, OR, 97520-2135

9b. GRANTEE PROJECT DIRECTOR
Ms. Sara Jones
20 E Main St
Ashland, OR, 97520-1814
Phone: 541-552-2218

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Cindy Hanks
20 East Main Street
Ashland, OR, 97520
Phone: (541) 488-5300

10b. FEDERAL PROJECT OFFICER
Jena Volpe
3040 Biddle Road
Medford, OR, 97504
Phone: 5416182295

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	23,500.00
b. Fringe Benefits	$	3,000.00
c. Total Personnel Costs	$	26,500.00
d. Equipment	$	0.00
e. Supplies	$	4,000.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	44,800.00
j. TOTAL DIRECT COSTS →	$	75,300.00
k. INDIRECT COSTS	$	7,900.00
l. **TOTAL APPROVED BUDGET**	$	83,200.00
m. Federal Share	$	83,200.00
n. Non-Federal Share	$	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	83,200.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	38,100.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	45,100.00
13. Total Federal Funds Awarded to Date for Project Period	$	83,200.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

This amendment adds funding to continue the work. See attached Terms and Conditions.

ASAP.gov account line 00002 must be used only for Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act, related projects. Please work with your program officer to ensure this funding is drawn down for Bipartisan Infrastructure Law related work. If the wrong line item is drawn, recipient may be subject to refund and re-draw from the proper line item.

GRANTS MANAGEMENT OFFICIAL:
Bonnie Bates, Grants Management Officer
1220 S.W. 3rd Avenue
Portland, OR, 97204
Phone: 503-808-6352

17. VENDOR CODE 0070183492 **18a. UEI** CRCQD8ZGQSR6 **18b. DUNS** 076395508 **19. CONG. DIST.** 02

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051005487-00010	$0.00	05/07/2021	05/07/2025	5017	Cooperative Agreement
2	0051029916-00010	$45,100.00	08/18/2023	05/07/2025	1125	BIL Fuel - B

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2021	09/30/2022	Annual	09/16/2023
05/07/2021	09/30/2021	Annual	09/16/2023
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/07/2025	Final	09/04/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/07/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/07/2025	Final	09/04/2025

AWARD ATTACHMENTS

CITY OF ASHLAND L21AC10045-01

1. Terms and Conditions Modification 1

ATTACHMENT A

The purpose of this amendment is to change the terms and conditions as follows:

1. BLM agrees to increase funding in the amount of $45,100.00 for the purpose of continuing the work as stated in recipient's revised proposal package, dated 07/06/2023. Any non-Federal funds committed to this project are shown on 11(n). Approved budget categories and amounts are listed in Boxes 11(a)-(l).

2. This program supports the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58 Sec. 40803 Wildfire Risk Reduction.

3. ASAP.gov Line 00002 in the amount of $45,100.00 is BIL funds for hazardous fuels reduction, per BIL Sec 40803 Wildfire Risk Reduction (C)(7) and consistent with (g)(2) PRIORITIES. This funding must be used for preplanning workshops that increase the pace and scale of vegetation treatments, including training on how to prepare and implement large landscape treatments in priority areas that reduce the likelihood of experiencing uncharacteristically severe effects from a potential wildfire by focusing on areas strategically important for reducing the risks associated with wildfires.

4. **Section 1. Cooperative Agreement Objectives:**
   C. Federal Award Performance Goals and Milestones will be updated as follows:

   Timetable or Milestones for Phase II New Milestones to be funded with this award

Task	Who performs task	Anticipated Completion Date
Sharing curriculum in a digital format through an established website that is regularly updated with new training dates and developed resources	SOESD and cooperators	November 2022 to May 2025
Reduce educations barriers including those for second language learners and underserved students	Cooperators with SOFEE	November 2022 to May 2025
Provide student pilot education for smoke & wildfire resilience	City of Ashland and Cooperators	September – October in 2023, 2024
Host outdoor education activities that increase student knowledge of traditional ecological knowledge	Lomakatsi Restoration Project and Cooperators	Spring 2024

   *Dates subject to change based on date of amendment award

5. **Section 2. Proposed Work:**
   The following recipient revised documents dated 07/06/2023 are incorporated herein, by reference only SF424, SF424a, SF424b (optional), project work plan, and budget narrative.

ATTACHMENT A

6. **Section 3. Term of the Agreement:**
   2 CFR Part 200.308 (e) (2) Revisions of budget and program plans authorizes a 1-time, period of performance extension up to 12 months. Period of performance end date will change from 05/07/2024 to 05/07/2025.

7. **Section 10. General Terms and Conditions:**
   DOI Standard Award Terms and Conditions (version 3), June 1, 2023 - **Effective for agreements issued on or after June 1, 2023** https://www.doi.gov/sites/doi.gov/files/doi-award-terms-and-conditions-version-3-effective-june-1-2023.pdf

8. **Section 11. Special Terms and Conditions**:
   Removes Section E. Conflicts of Interest and F. Data Availability.

   Insert the following Section

   F. Prohibition on Providing Funds to the Enemy
   (a) The recipient must—
   (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;
   (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
   (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas
   (c) The BLM has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the BLM becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the BLM becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

   G. Buy America Domestic Procurement Preference
   As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States,

unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently $250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica.

Additional information can also be found at the White House Made in America Office website:
www.whitehouse.gov/omb/management/made-in-america/.

ATTACHMENT A

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for noncompliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

H. Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated

value over $50,000 and will be performed outside the United States, including its outlying areas.

I. Prohibition on certain telecommunication and video surveillance services or equipment

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

9. All other terms and conditions outlined in Attachment 1 of the original agreement, issued on 05/07/2021, and subsequent modifications and attachments, will remain in effect except whereby changed by written modification of the agreement by the Grants Management Officer.

CITY OF
ASHLAND

Budget Supplemental Request

Date: 6/14/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2023

The funds are needed to off-set wildfire prevention

Please see attached breakdown for appropriations.

New Revenue

Account Number	Line Item Name	Amount
110.440032	All Care	$ 30,418
	Total Amount of Transfer	$ 30,418.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604160	Other	$ 30,418.00
	Total Amount of Transfer	$ 30,418.00

Requested By: Emily Matlock

Approved By Ralph Sartain II Fire Chief

CITY OF
ASHLAND

Budget Supplemental Request

Date: 6/8/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2023

The funds are needed to off-set wildfire prevention

Please see attached breakdown for appropriations.

New Revenue

Account Number	Line Item Name	Amount
110.440032	Jackson County Care Connect	$ 109,470
110.440032	HealthShare	$ 1,486
	Total Amount of Transfer	$ 110,956.00

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604160	Other	$ 110,956.00
	Total Amount of Transfer	$ 110,956.00

Requested By: Emily Matlock

Approved By: Ralph Sartain II Fire Chief

Department Head

develop Ashland's Housing Production Strategy. In 2019 the City of Ashland completed a Buildable Lands Inventory (BLI) which quantifies vacant and redevelopable lands suitable for residential and employment growth. These adopted reports provide demographic data, and a land supply inventory, to inform an update to Ashland's Economic Opportunity Analysis to forecast which industries and services will thrive in an area, and how best we can use land within our urban growth boundary (UGB).

Upon the Council's direction, the Community Development Department will request a technical assistance grant funding through the DLCD General Grant Fund Program grant to hire an economic consultant to assist the City developing an Economic Opportunities Analysis (EOA) and prepare a hearings-ready draft EOA as described in OAR 660-009-0015. An EOA includes analysis of local and regional economic trends, evaluation of the community's opportunities and barriers to economic growth, and a determination of the types and amounts of land and infrastructure needed to support expected employment. implementing an action identified and prioritized by DLCD and City Council.

FISCAL IMPACTS

The City is not required to provide any matching funds for this grant application; however, City staff will work with the consultant to support the progress of this activity through the public engagement process as needed. The City Council budgeted $70,000 in 2023-2025 Biennial Budget to complete an Economic Opportunities Analysis in the coming year. Should the City receive a DLCD grant as part of the competitive award process, this award could either reduce or eliminate the need for the City to expend general funds on this activity.

DISCUSSION QUESTIONS

Not Applicable

SUGGESTED NEXT STEPS

Staff recommends that the Council authorize staff to prepare and submit an application for a planning grant from the Department of Land Conservation and Development to hire a consultant to assist the City in drafting an Economic Opportunity Analysis.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to authorize staff to prepare and submit an application for a planning grant from the Department of Land Conservation and Development to hire a consultant to assist the City in drafting an Economic Opportunity Analysis.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Council Letter of Support

Council Business Meeting

September 19, 2023

Agenda Item	Oregon Department of Land Conservation and Development (DLCD) Technical Assistance Grant Application	
From	Brandon Goldman	Community Development Director
Contact	brandon.goldman@ashland.or.us 541-552-2076	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Staff is requesting authorization to prepare and submit an application requesting a planning grant from the Department of Land Conservation and Development to hire a consultant to assist the City in drafting an updated Economic Opportunity Analysis.

POLICIES, PLANS & GOALS SUPPORTED

Oregon Administrative Rules 660-009-0015

Ashland Comprehensive Plan Economic Element:

> Goal: GOAL (7.07.03) To ensure that the local economy increases in its health, and diversifies in the number, type, and size of businesses consistent with the local social needs, public service capabilities, and the retention of a high quality environment.

BACKGROUND AND ADDITIONAL INFORMATION

Oregon Department of Land Conservation and Development (DLCD) provides funding for the purpose of providing technical assistance to local governments to update comprehensive plans, update local ordinances, and fund other planning compliance projects. Grants must align with the Grant Allocation Plan by DLCD that lists Economic Development as a priority for funding.

The principal purpose of an Economic Opportunities Analysis is to reconcile estimates of future employment land demand with existing inventories of vacant and redevelopable employment land within their Urban Growth Boundary (UGB). This assessment can assist in ensuring a City provides for an adequate land supply for economic development and employment growth. An EOA includes analysis of local and regional economic trends, evaluation of the community's opportunities and barriers to economic growth, and a determination of the types and amounts of land and infrastructure needed to support expected employment. The City of Ashland's Economic Opportunity Analysis (EOA) was adopted in 2007 and is both out of date, and no longer accurate in its projections. Recognizing that the 2007 EOA has become increasingly outdated and no longer accurately reflects current economic, the City Council has taken a proactive step by directing its staff to initiate the much-needed update of the 2007 Economic Opportunity Analysis (EOA). The City Council has allocated budget resources for the procurement of professional services to undertake this effort.

Ashland has been fortunate to be the recipient of both 2019-21, and 2022-2023 planning assistance grants from DCLD which allowed the City to work with a consultant to update Ashland's Housing Capacity Analysis and to

CITY OF ASHLAND
Better Together

September 30, 2023

Gordon Howard, Community Services Division Manager
Department of Land Conservation and Development
General Fund Grant Program
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Re: DLCD Technical Assistance Grant Application

Dear Mr. Howard,

I would like to take this opportunity to express the Ashland City Council's support for the City of Ashland's 2023-2025 Technical Assistance grant application to the Department of Land Conservation and Development. The application aims to update the City's Economic Opportunity Analysis (EOA) document. The last EOA that was created for the City of Ashland was completed and adopted in 2007. This document is both out of date, and no longer accurate in its current projections. City of Ashland wishes to update the EOA to project economic development and needs into the future more accurately.

The allocation of funds from the Oregon Legislature to the Department of Land Conservation and Development (DLCD) with the aim of offering technical support to local governments is in line with our mutual objectives of boosting economic growth, enhancing resilience, and advancing diversity, equity, and inclusion within the community. This aligns with Goals 1, 2, and 9 of Oregon's Statewide Land Use Planning Goals, furthering our commitment to these important objectives.

The City of Ashland has taken significant steps to bolster its data and demographic resources to support the Economic Opportunity Analysis. Notably, in 2019, the city completed a Buildable Lands Inventory (BLI). Furthermore, we were fortunate to secure planning assistance grants from DLCD in both 2019-21 and 2022-2023. These grants facilitated collaboration with a consultant to update Ashland's Housing Capacity Analysis and formulate the Housing Production Strategy. Our community is now well-prepared to sustain the momentum and complete the needed update of our Economic Opportunity Analysis. The grant funds will be directed toward enlisting consultant support in developing the Economic Opportunity Analysis, thereby advancing the City of Ashland's long-term economic development in compliance with State of Oregon goals.

Thank you for your consideration,

_____ _____

Mayor Tonya Graham, City of Ashland Date

Office of the Mayor, City of Ashland

Council Business Meeting

September 19, 2023

Agenda Item	City Facility Rooftop Lease Between the City of Ashland and the Ashland Solar Cooperative	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve a long-term lease (25-years) with the Ashland Solar Coop (ASC) for a community solar project to be installed on the roof of the City's facilities located at 90 North Mountain Avenue. The general parameters of the lease have been agreed upon by both parties.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Emergency Preparedness
- Address Climate Change

CEAP Goals: Buildings + Energy

- BE-1-2 Encouraging on-site and community solar energy production
- BE-1-3. Facilitate and encourage solar energy production.
- BE-1-4. Enhance production of on-site solar energy from City facilities.
- BE-3-1 Installing solar at City facilities

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

The Council previously authorized the City Manager to enter into a legal approved Memorandum of Understanding (MOU) between the City and the Ashland Solar Coop to move forward with the leasing of rooftop space at the City's maintenance yard located at 90 North Mountain Avenue.

May 17, 2022 Staff Report
May 17, 2022 Business Meeting Minutes

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland Public Works Department was contacted by the Ashland Solar Coop with an interest in potentially leasing City rooftop facilities for the installation and management of a community solar project.

In general, a community solar project allows for individuals, businesses, nonprofits, and other groups to either lease or buy a portion of the solar panels in a solar array and then receive an electric bill credit for electricity generated by their leased or purchased share of the community solar system. Community solar can be a great option for people who are unable to install solar panels on their roofs because they don't own their homes, have insufficient solar resources or roof conditions to support a rooftop PV system due to shading, roof size, or other factors, or for financial/other reasons.

Public Works and ASC reviewed potential City facilities where a community rooftop solar project could be implemented, and it was determined the most logical location would be the "service center" located at 90 North Mountain Avenue. As part of moving the project forward and gaining Council acceptance for a community solar project, staff brought forward a Memorandum of Understanding between the City and ASC that the City Council approved. Since approval of the MOU, ASC has worked with their attorney and the City's attorney to formalize lease language to be utilized for the community solar project at 90 North Mountain Avenue. Per the Ashland Municipal Code long term leases or licenses of City property require Council approval through an authorization to allow the City Manager to sign and execute the terms of the lease or license.

General Lease Overview:
The proposed lease term for the rooftop of the City owned structure at 90 North Mountain Avenue is twenty-five (25) years with an annual lease fee of five hundred and fifty dollars, to adjust by CPI-U annually. The lease allows for access to assess the facility for all necessary actions to evaluate, monitor, construct and operate a photovoltaic electric (PV) system. The lessor must provide written consent for any improvements other than the PV facility.

FISCAL IMPACTS
Direct fiscal impacts include an annual rental payment to the City of Ashland of five hundred and fifty dollars annually for the lease term and adjusted accordingly.

DISCUSSION QUESTIONS
Does the Council have any questions about the lease?

STAFF RECOMMENDATION
Staff recommends Council authorize the City Manager to sign final Legal Department approved lease agreement with ASC.

ACTIONS, OPTIONS & POTENTIAL MOTIONS
1. I move to authorize the City Manager sign a long-term Legal Department approved lease agreement with the Ashland Solar Coop.

2. I move to take no action on the matter.

REFERENCES & ATTACHMENTS
Attachment #1: Ashland Solar Coop Draft Lease
Attachment #2: Ashland Solar Coop and City of Ashland Memorandum of Understanding

Ashland Electric Services Building Area Rooftop
Lease Agreement

This **BUILDING AREA Rooftop Lease Agreement (also referred to herein as "Lease")** is made and entered into this _____ day of _____ **2023**, by and between the **City of Ashland**, a municipal corporation of the State of Oregon, by and through the **Ashland Public Works Department**, (hereinafter collectively referred to as "City"), and **ASC #1, LLC, an Oregon limited liability company** (hereinafter referred to as "Lessee").

RECITALS

1. City is the owner of real property located in Jackson County, Oregon and more specifically described in **Exhibit A** (the "City Property"). City owns and operates an electric utility services building and related facilities on the City Property as described in **Exhibit A-1** (the "City Improvements").

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee wishes to lease a portion of the City Property to install and operate a solar photovoltaic energy conversion facility on the roof of the City Improvements, together with a related solar easement, and City is willing to grant Lessee a leasehold interest in accordance with the terms of this Lease.

AGREEMENT

1) **TERM / EFFECTIVENESS:** The term of this Lease shall commence upon approval and execution by both City and Lessee and shall, exclusive to Lessee, be renewable in 25-year increments on December 31 of the relative year of renewal, and to terminate on **December 31, 2073**, unless terminated early as provided for herein. Notice of intent to renew should occur within 60 days prior to the expiration of the then present term. Lessee is permitted to operate within the Lease Area 365 days per year.

2) **PAYMENT OF RENT AND REIMBURSABLE EXPENSES:**
   i) Lessee shall pay City an amount annually as Rent for the period of time between the date of this Lease and the Commencement Date as set forth in **Exhibit D**. The "Commencement Date" shall be the first day of the first full month after the Facility commences commercial production of electricity on the Lease Area. The Commencement Date shall occur prior to December 31, 2024. If the Commencement Date does not occur by that date, except as such period may be extended by Force Majeure or agreement of the Parties, either Lessee or City shall have the option to terminate the Lease, in which case neither Lessee nor City shall have any further obligations under this Lease and Lessee shall have no further obligation to pay Rent to City. All Rent obligations arising under this Lease shall be prorated for any partial year.

   ii) The twelve (12) month periods beginning with the Commencement Date and each anniversary of the Commencement Date shall each be a Lease Year. At the beginning of each Lease Year, Lessee shall pay to City the annual rental payment in advance for the Lease Year in the amount set forth in **Exhibit D** (together with payments due prior to the Commencement Date, "Rent").

iii) Lessee will reimburse City for all actual utility and service costs the City provides to the Facility, including electric power, water, telecommunication and cleaning services as applicable.

iv) Lessee shall pay all real and personal property and other taxes and assessments levied against the Facility when due including any equipment or property owned by Lessee within the Access Premises or Transmission Premises. If the City Property or Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Premises, including any reclassification of the City Property or Premises or otherwise, Lessee shall pay to the taxing authority or reimburse City an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid by City, provided that not less than ten (10) days prior to such due date City provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the City Property or Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

3) **SCOPE OF LEASE:** Lessee is granted a lease to install and operate a solar photovoltaic energy conversion facility (Facility") on the roof of the City Improvements, together with a related solar easement, within the described area portrayed in **Exhibit A ("Premises")**.

a) As part of this Lease, City grants Lessee the use on and through that portion of the City Property described in **Exhibit B** (the "Transmission Premises") for the purpose of installing, operating and maintaining electric distribution lines and communication lines between the Facility and electrical facilities at the Interconnection Point.
b) Lessee shall interconnect the Facility directly with Ashland Electric; the estimated location is described in **Exhibit C,** but the final location will be determined by Ashland Electric (the "Interconnection Point"). At Lessee's expense, Lessee may install equipment at the Interconnection Point which will facilitate the future addition of energy storage facilities. As between City and Lessee, Lessee shall be responsible for all costs of designing, procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Interconnection Point, and to permit receipt of electricity from Ashland Electric and the transmission and delivery of the electricity produced by the Facility to Ashland Electric. Lessee shall design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to prevent any material adverse effect on City, the City Improvements or City's operations and activities on the City Property.
c) This Lease is not assignable by Lessee but will run with the land and bind any successor to City as owner of the City Property and City Improvements.
d) This Lease shall be deemed in gross and exclusive to Lessee other than the right the City retains to use of the City Property and City Improvements according to the terms set forth herein.
e) This Lease does not otherwise waive, modify or grant compliance with federal, state, or local laws applicable to the Lessee or its business.

DRAFT

f) City retains all rights to use and maintain the Premises and Transmission Premises for the purposes for which it holds the property without unreasonably interfering with the operation of the facility or the rights granted to Lessee.

g) City shall not plant trees, excavate, install improvements, or otherwise undertake activities within the Transmission Premises which will materially interfere with Lessee's electric or communication facilities.

4) **Solar Easement.**

a) City hereby grants Lessee an exclusive easement in gross to use all sunlight which naturally arrives at the Premises, including an exclusive easement prohibiting any obstruction to the free arrival of sunlight to the Premises throughout the entire area of the City Property described on **Exhibit B** (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360º) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above a plane which is 12 feet above the surface of the Easement Premises, that is, one hundred eighty degrees (180º) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. Trees, structures and improvements located on the Easement Premises as of the date of this Lease shall be allowed to remain and Licensee may not require their removal. City may not place or plant any trees, structures or improvements on the Easement Premises after the date of this Lease which may, in Lessee's reasonable judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless City has received approval from Lessee for installation of any such trees, structures or improvements. In the event City places or plants trees, structures or improvements on the Easement Premises which violate the provisions of this Section 4(a), Lessee may notify City and require removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 4(a), within thirty (30) days. The easement granted by this Section 4(a) is intended to conform with the requirements of Ore. Rev. Stat. Section 105.895(2018).

b) City further grants to Lessee an easement in gross and license for the Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare and reflection, on and across the Premises and City Property. City acknowledges that the Facility may impact the view and appearance of the City Improvements from other portions of the City Property, adjacent and nearby property and public roadways and may cause glare and other visual effects. City covenants and agrees that City and any agent, employee, club member, or other person claiming through City, will not object or institute any claim or litigation objecting to the installation or operation of the Facility on such grounds whether based on a theory of nuisance or any other bases.

5) **USE OF PREMISES AND OPERATION LIMITS:**

a) **General Uses and Limits.** Lessee will operate the Facility independently of the established uses of the Ashland Electric Services Building.

i) Throughout the Term Lessee shall, at its sole cost and expense, maintain Lessee's Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Premises or Transmission Premises by Lessee pursuant to this Lease may be replaced, repaired or refurbished by Lessee at any time.

DRAFT

ii) Lessee shall be responsible for the costs to repair or replace any roof membrane or other roof components damaged or adversely affected by installation or maintenance of the Facility.

iii) Lessee will cause its contractors, vendors and agents, and/or their invitees to:

(1) Avoid damage to, or conflict or interference with, the Ashland Electric Services Building, including operations during permitted access and normal business functions.

(2) Be subject to all the requirements applicable to Lessee under this Lease and Lessee shall not be relieved of its obligations under this Lease and shall remain liable for the actions and omissions of its contractors, vendors and agents.

(3) Lessee reserves the right to relocate or reconfigure the Facility upon the Premises during the term of this Lease, subject to City's prior approval if relocation or reconfiguration materially and adversely affects the City Improvements or their use by City or continuing compliance of the Facility with all requirements of this Lease.

b) **Improvements.** This Lease does not authorize or permit physical improvements or alterations to City property or installation of structures or fixtures within the Premises other than the Facility without the express written authorization of the City, which will not be unreasonably withheld.

i) City shall provide Lessee with copies of the plans and specifications in its possession for the roof and related structural components of the City Improvements necessary for Lessee to design its Facility. City does not provide any warranty or representation about the accuracy of such information or suitability for Lessee's purposes. Lessee may access the City Improvements and City Property prior to construction of the Facility to conduct non-invasive assessments of the City Property and City Improvements.

ii) Lessee will promptly remove and/or correct any structure, fixture, or condition in violation of applicable law upon the reasonable request by City.

iii) The Facility and related equipment constructed, installed or placed on the Premises and within the Transmission Premises by Lessee pursuant to this Lease shall be the sole property of Lessee and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the City Property or City Improvements, and City acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the City Improvements or City Property and the Parties acknowledge that the Facility is severable from the City Property and City Improvements without damage or other adverse effect to the City Property or City Improvements.

c) **Compliance with Law.** Lessee must comply with all federal, state and local laws, rules, and regulations applicable to Lessee or the Facility.

i) Lessee is responsible to determine and ensure that any modification or improvement of the Facility that affects the City Property or City Improvements shall be procured and completed in compliance with federal, state and local laws including, if applicable, federal Davis-Bacon Act and ORS Chapter 279C.

ii) Lessee is responsible for obtaining a business license in accordance with AMC Chapter 6.04, if applicable.

iii) Any permit, license or other authorization granted by the City shall not in any way be interpreted as a waiver, modification, grant, or affirmation of any other City, state, county or federal agency permits or authorizations, or permission to violate any City, state, county or federal law or regulation.

d) **Liens.** Lessee shall keep the Premises and City Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Premises, Access Premises, or Transmission Premises, or in connection with

DRAFT

Lessee's use of the Premises, Access Premises, or Transmission Premises. Lessee may contest any such lien but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within one hundred twenty (120) days of the creation of any such lien or encumbrance.

e) **Ordinances.** City reserves the right to seek penalties for Lessee's violations of law, including enforcement of its own Ashland Municipal Code.

f) **Modifications to City Improvements**

i) During the term, City shall have the right to improve and modify the City Improvements in any manner that does not affect the configuration, location or operation of the Facility or the Interconnection Point without the consent of Lessee.

ii) During the first fifteen (15) Lease Years, if City wishes to improve or modify the City Improvements (excluding normal and necessary roof repair and replacement, which are subject to the provisions of subparagraph (iii)) in a manner that may materially affect the configuration, location or operation of the Facility or the Interconnection Point, City and Lessee agree to negotiate the manner of the modifications or improvements to reduce the adverse effect on the Facility or Lessee and any necessary amendments to this Lease to reflect the changes. If the modification or improvement of City Improvements requires Lessee to move or reconfigure the Facility or to materially interrupt or curtail the operation of the Facility, Lessee's consent to the modification or improvement shall be required unless City agrees to reimburse Lessee for the costs incurred by Lessee to move, reconfigure or reduce operation of the Facility. After the fifteenth Lease Year, if City wishes to improve or modify the City Improvements (other than normal and necessary roof repair or replacement) in a manner that may cause Lessee to move or reconfigure the Facility or materially reduce operation of the Facility, City may undertake such modifications or improvements and the Parties shall negotiate the manner in which the City will do so in order to minimize the adverse effect on the Facility and Lessee and any amendments to this Lease necessary to reflect the changes.

iii) In the event that any portion of the roof of the City Improvements on which the Facility is located requires repair or replacement during the Term and the repair or replacement will require the movement or disconnection of any portion of the Facility, City and Lessee agree to cooperate to minimize the dislocation or disconnection of the affected portion of the Facility and the duration of any such relocation or disconnection and to use commercially reasonable efforts to schedule such work for periods when solar energy production is lowest, provided such accommodation does not unduly delay or increase the cost of such work, or cause continuing damage to the Lessor Improvements. Rent shall be abated for the period, and to the extent of, any such relocation or disconnection. Lessee shall be responsible for removing and reinstalling any portion of the Facility necessary to effect the roof repairs, and City shall be responsible for the costs of removal and reinstallation of the Facility.

iv) City does not currently intend to remove, demolish or replace the City Improvements. In the event the City wishes to remove, demolish or replace the City Improvements during the Term, Lessee shall remove the Facility and City shall reimburse Lessee for the cost of removing the Facility plus one-half the estimated lost revenue which Lessee would have received during the balance of the Term.

6) FIRE AND LIFE SAFETY. Lessee shall comply with any and all fire and life safety guidelines,

DRAFT

recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to:

a. Maintain all required fire and emergency access areas;
b. Ensure that permitted equipment does not encroach upon or obstruct public walkways or open space areas while maintaining access for emergency vehicles as approved by the City of Ashland Fire Marshal;
c. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
d. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
e. Smoking is not permitted on the Premises under any circumstances, and Lessee must so advise its contractors, vendors and agents; and
f. No use of any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Public Works Director or applicable permitting agency. For purposes of this Lease "Hazardous Substance" or "Hazardous Material" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.

7) INSURANCE: Lessee must, at its sole cost and obligation, procure and maintain insurance as provided in **Exhibit E** and at relevant times requiring change in amounts, shall meet or exceed the Tort Claim limits (ORS 30.260-300) in full force and effect throughout the term of this Lease. Lessee must provide the City with copies of insurance certificates reflecting its coverage and shall name the City of Ashland as an additional insured.

8) INDEMNITY AND HOLD HARMLESS: Lessee will defend, indemnify and hold City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property as a result of negligence or intentional acts or omissions by Lessee. Lessee waives the right of subrogation regarding the insurance policy as described in the Insurance Section in this Lease. Lessee will not be held responsible for damages caused by negligence or intentional acts or omissions of City. The obligation to indemnify is expressly understood to survive termination of this Lease for any reason, and includes reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by City or its attorney from the first notice that any claim or demand is to be made or may be made.

9) TERMINATION:

a) Mutual Consent; Lessee. This Agreement may be terminated at any time by the mutual consent of both parties. Lessee may terminate this Lease at any time upon notice to City if lessee determines that installation or continued operation of the Facility is not physically or economically feasible.

b) For Cause. City may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Lessee, or at such later date as may be established by City under any of the following conditions:

i) If the City Improvements are removed, demolished or replaced as described above;

ii) If federal or state (but not City) regulations or guidelines are modified, changed, or interpreted in such a way that the City is legally prohibited from performing its obligations under this Lease or Lessee is legally prohibited from operating the Facility on the Premises; or

c) For Default or Breach.

DRAFT

i) Either City or Lessee may terminate this Lease in the event of an uncured breach of the Lease 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 thirty (30) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Lease may be terminated at any time thereafter by a written notice of termination by the party giving notice. If a cure of the breach involves a repair or other modification to the Facility which will require more than thirty days to complete, the breach shall be considered cured provided that Lessee initiates the required repair or modification within thirty days and diligently pursues completion as soon as practicable, as demonstrated to City.

ii) The rights and remedies of the parties provided in this subsection (c) are not exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

d) Obligation/Liability of Parties. Termination or modification of this Lease as provided above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification or which expressly survive termination.

e) At the end of the Term, including any termination of the Lease, Lessee shall remove the Facility within six (6) months from the date the Term expires or the Lease terminates, repair any damage that may be caused by such removal and restore any portion of the Transmission Premises located on the ground to a condition comparable to its condition prior to installation of the Facility. If Lessee fails to remove any portion of the Facility within the required time period, that portion of the Facility shall be considered abandoned by Lessee and City may remove that portion of the Facility from the Premises and Transmission Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required or restore the Transmission Premises, and City removes any portion of the Facility or restores the Transmission Premises at City's expense, Lessee shall reimburse City for all reasonable costs of removing that portion of the Facility or restoring the Transmission Premises as required by the Lease, plus the cost of any repair to the City Improvements or City Property resulting from such removal, within thirty days after receipt of an invoice from City.

10) Disclaimer of Title to Environmental Attributes. City agrees that all Environmental Attributes, as defined in Exhibit F, remain the property of Lessee irrespective of whether City consumes or uses any of the electricity generated by the Facility, and City has no title or right to any such Environmental Attributes related to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility. As between the Parties, any grant, rebate, incentive payment, bill credit, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or similar state tax law provisions. City shall, at no cost or expense to City, cooperate with Lessee in any applications for such benefits or credits to the extent City's participation is necessary for eligibility, and if any such program or benefit requires the City to be the recipient, City agrees to assign or reimburse any such amounts received to Lessee.

11) **DISPUTE RESOLUTION AND ATTORNEY FEES**: The preferred method of resolving disputes between the parties under this Lease shall be first by mediation. Mediation shall be conducted by a mediator chosen by mutual agreement of the parties; if there is no agreement, the mediator shall be appointed by

DRAFT

an elected Municipal Court Judge or Judge pro tem located within Jackson County. Except for costs associated with building a case, for attorney fees, and for expert witnesses, any mutually incurred cost of mediation services shall be shared equally between the two parties.

12) MISCELLANEOUS PROVISIONS.

a. **Notice.** Any notice affecting the rights of the parties under this Lease shall be delivered in writing either in person or to the following parties by first class mail:

City: Public Works Director
20 East Main Street
Ashland, Oregon 97520
(Telephone 541-XXXXXXXXXXXX

Copy to: City Manager, Joe Lessard
City of Ashland
20 East Main Street
Ashland, Oregon 97520
(Telephone: 541-552-2100; Fax: 541-488-5311)

Lessee: ASC #1, LLC
Attn: Pete Jorgensen
Address: 1033 Clay Street, Ashland OR 97520
Phone Number:

b. **Governing Law.** This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises. The parties to this Lease do not intend to confer on any third party any rights under this Lease.

c. **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be either, invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect.

d. **Merger.** THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR EXPRESS AND/OR IMPLIED STATEMENTS, NEGOTIATIONS AND/OR AGREEMENTS BETWEEN THE PARTIES, EITHER ORAL OR WRITTEN, AND MAY NOT BE AMENDED, CHANGED OR MODIFIED IN ANY WAY, EXCEPT BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO.

DATED this _____ day of September, **2023.**

Lessee:

ASC #1, LLC

_____
Printed Name: _____

City of Ashland, Oregon

_____
Joseph L Lessard

DRAFT

City Manager

Date: _____ **Date:**_____

Approved as to form:

_____ _____

Douglas M McGeary, Acting City Attorney Joseph L. Lessard, City Manager

EXHIBIT A

DESCRIPTION OF CITY PROPERTY, PREMISES,
ACCESS PREMISES, AND TRANSMISSION PREMISES

1. City Property

A tract in Jackson County, Oregon described as the North 350 feet of the West 300 feet, Tax Map 3910E10, Lot 900, according to recorded plats. The City Improvements include the existing electric utility services building and related facilities.

The address of the City Improvements is 90 North Mountain Avenue, Ashland, OR 97520.

2. Premises

All area on and over the roofs on the existing City Improvements on the City Property described above as depicted in the diagram attached as **Exhibit A-1**.

3. Access Premises

Driveways to and in the City Property from Mountain Avenue and the parking lot to the south of the City Improvements and all paved and unpaved or improved areas of the City Property necessary to access the City Improvements and Premises, including access to the roofs of the City Improvements from the exterior by ladder or crane at locations to be mutually agreed by the Parties, and from the interior through stairwells and doors designated by City. Any damage to City Property as a result of such access shall be restored and repaired at Lessee's expense.

1. Transmission Premises

A. That portion of the City Improvements from the roof over, along and upon the exterior wall or through interior soffits and chases to a point inside the locker room as shown on **Exhibit C-1** in which electrical conduit will be located, and which will include a strip five feet wide with the conduit, as installed, as the centerline; and

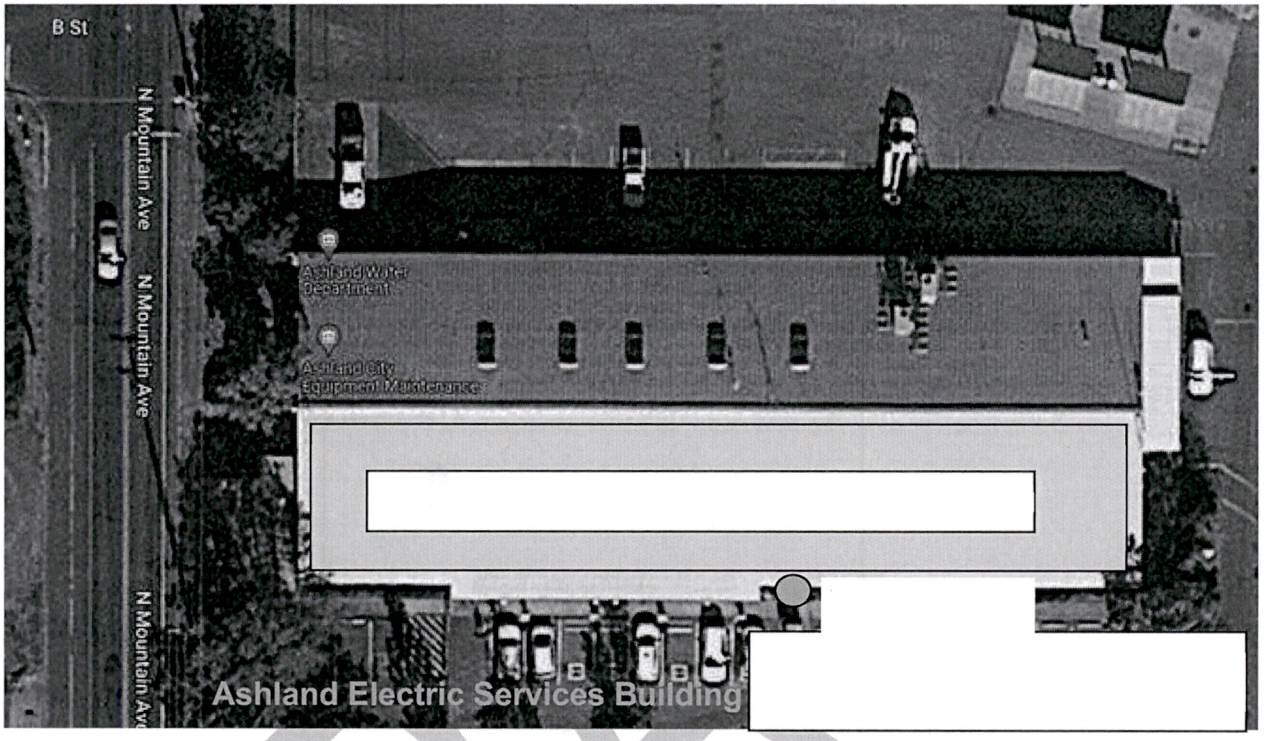
B. A strip of land 25 feet wide between the Facility inverters and related equipment located immediately south and east of the City Improvements and the existing Ashland Electric transformer located on the sidewalk on the south side of the building, the centerline of which will be the transmission

line to be installed by Lessee or Ashland Electric, all as shown in **Exhibit C-1**. If the Parties agree to have the Facility interconnect at a new transformer being installed by the City, the centerline shall be revised so that the termination point shall be at the point at which the transmission line between the Facility and the interconnection with the transformer terminates at the transformer.

DRAFT

EXHIBIT A-1

DIAGRAM OF PREMISES



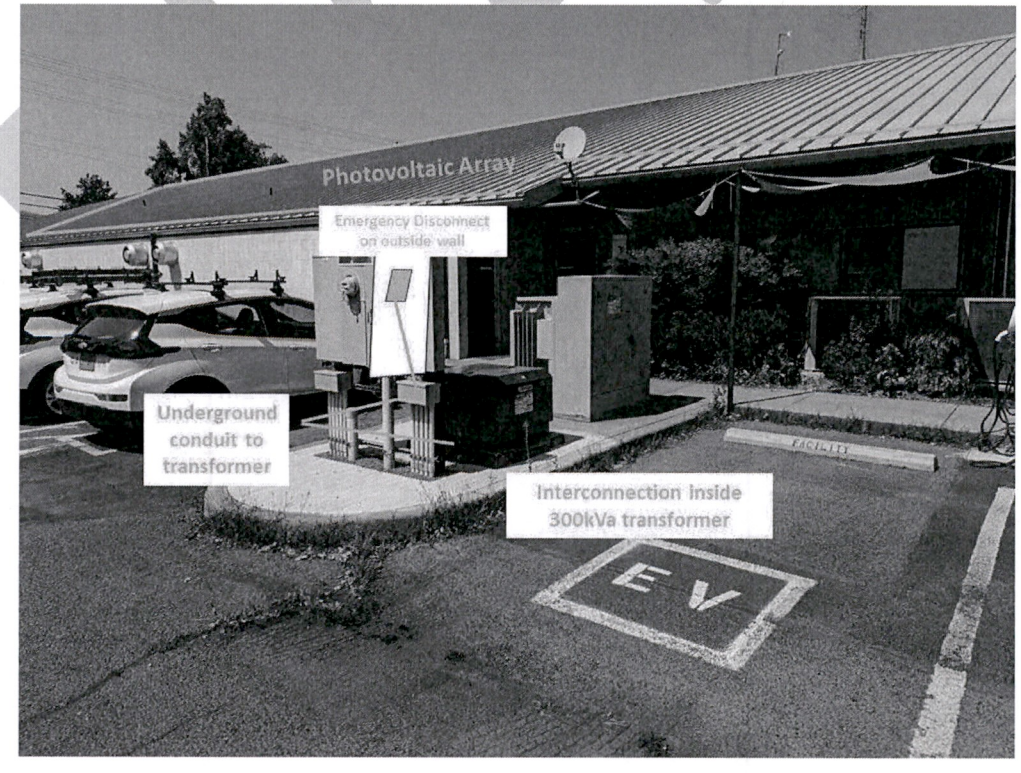


EXHIBIT B

DESCRIPTION OF EASEMENT PREMISES

1. Easement Premises

A tract in Jackson County, Oregon described as follows:

That part of Tax Map 3910E, Lot 900 immediately south of the Premises and 100 feet east of the Premises.

DRAFT

EXHIBIT C

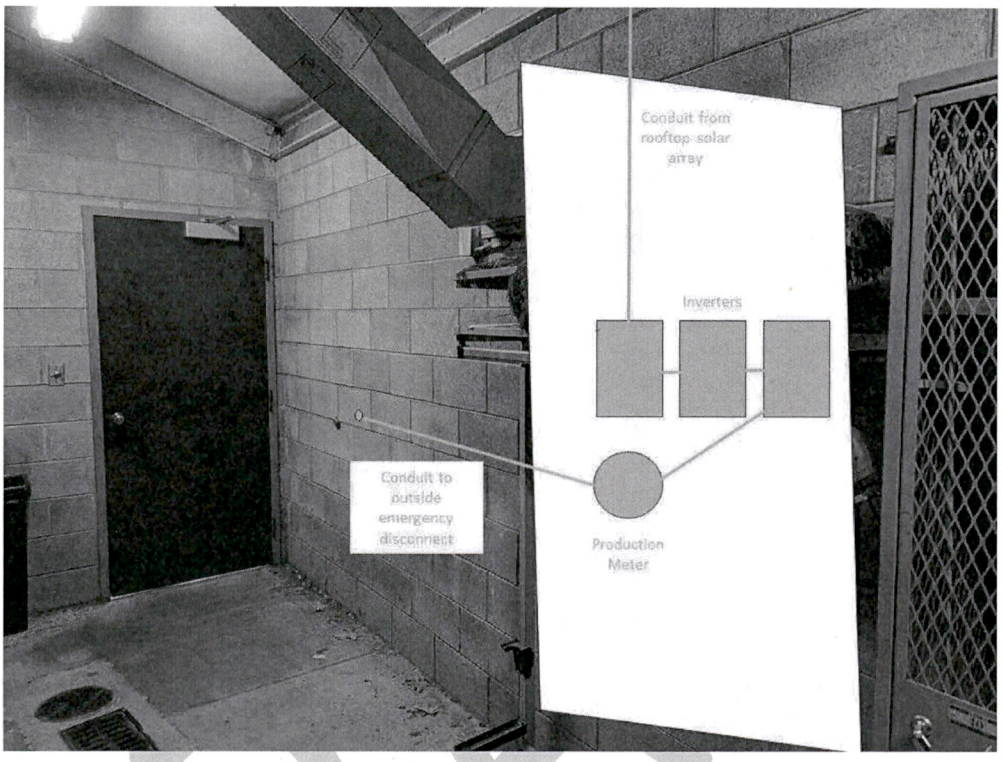
INTERCONNECTION POINT

Interconnection will be at an existing Ashland Electric 208 three phase 300kVa transformer located on the south side of the City Improvements as depicted in **Exhibit C-1**. The Parties may agree to interconnect at a new transformer being installed by the City, in which case this Lease shall be amended to reflect the new location.

DRAFT

EXHIBIT C-1

TRANSMISSION PREMISES AND INTERCONNECTION



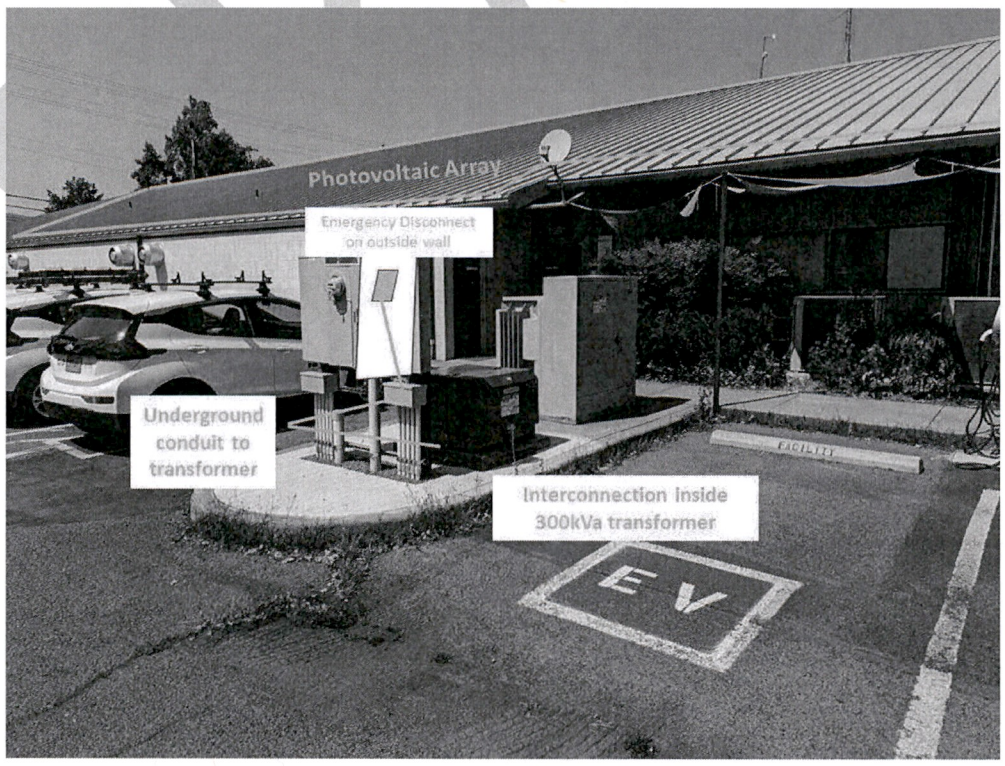


EXHIBIT D

RENT

Initial Rent: Rent shall equal $50 per year for the period prior to the Commencement Date.
Base Rent: The base rent for the Premises shall be $550 per year.

CPI-U Adjustment: Commencing on the second anniversary of the Commencement Date, and every two years thereafter, the base rent shall be adjusted by the lesser of (i) changes in the Consumer Price Index for All Urban Consumers (CPI-U) for Portland, Oregon, published by the U.S. Bureau of Labor Statistics for the prior two year period and (ii) four (4) percent. The CPI-U adjustment shall be calculated as follows:

New Rent Amount = Base Rent × (CPI-U in Current Year / CPI-U in Base Year)

The "CPI-U in Current Year" shall refer to the most recent CPI-U published before the adjustment date, and the "CPI-U in Base Year" shall refer to the CPI-U as of the Commencement Date.

Adjustment Notice: The City shall provide written notice to the Lessee at least 60 days before the adjustment date, specifying the new rent amount and providing supporting documentation for the CPI-U calculation. Failure to provide notice on time does not relieve the Lessee from paying the amount calculated as provided herein.

Minimum Adjustment: In no event shall the adjusted rent be less than the Base Rent.

Calculation Disputes: If the Lessee disputes the CPI-U calculation or the resulting adjusted rent amount, the City and Lessee shall make good faith efforts to resolve the dispute. If no resolution is reached, either party may seek a professional opinion from an independent third-party economist or statistician. The cost of such opinion shall be borne equally by both parties.

Payment: The adjusted rent shall become effective on the adjustment date specified in the notice provided by the City. The Lessee shall pay the adjusted rent from that date onward.

Additional Terms: All other terms and conditions of the Lease remain in full force and effect.

DRAFT

EXHIBIT E
Insurance Requirements

The Lessee, at its sole cost and expense, commencing on the effective date of this Lease, shall procure and maintain insurance described below in full force and effect throughout the term of this Lease. It is agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Lessee. Lessee's insurance shall be primary and non-contributory and have a cross-liability clause. During the term of this contract, Lessee shall maintain in full force, all the insurance coverage noted below with the City named as additional insured:

1. **Comprehensive General Liability** insurance, with a general aggregate limit of not less than $2,000,000 and $2,000,000 per occurrence. Each policy shall contain a blanket contractual liability endorsement to cover the Lessee's indemnification and other obligations under this Lease as well as owners' and contractors' protective insurance, products and completed operations coverage, fire damage, personal and advertising injury coverage. It shall also include, if appropriate for the contract, coverage for Facility operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors.

2. **Comprehensive Automobile Liability** insurance, with a general aggregate limit of not less than $1 million and $1 million per occurrence, including coverage for owned, hired or non-owned vehicles.

3 **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 written notice from the Lessee or its insurer(s) to the City.

4. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Lessee shall furnish acceptable insurance certificates to City within thirty days after the effective date of this Lease and upon renewal of any applicable policies thereafter. For general liability insurance and automobile liability insurance the certificate will provide that the City, Public Works Division, and its officers, employees and agents are Additional Insureds. The certificate will include the 30-day cancellation clause and will include the deductible or retention level. Insurer companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Lessee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. **Certificates of Insurance shall be forwarded to the Public Works Division at the address in the notice provision. .**

5. **City Property Insurance.** The Parties may agree to have the City include the Facility under coverage of City's property insurance if permissible under Applicable Laws, in which case Lessee shall reimburse City for any incremental increase in the City's premiums associated with such coverage for the Facility.

DRAFT

6. **Workers Compensation** insurance in compliance with Oregon Statutes, [ORS 656.017] which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of persons with one or more employees, unless exempt under ORS 656.027).) Only if Lessee does not employ workers subject to ORS Chapter 656, Lessee shall sign the following affidavit:

EXEMPTION AFFIDAVIT

Lessee declares, under penalty of perjury and false swearing, that Lessee does not currently employ, and will not employ any individuals for work under this contract during the term this Lease is in force.

_____ _____Lessee Signature

Date

DRAFT

EXHIBIT F

DEFINED TERMS

The terms defined below, when capitalized and used in the Lease, shall have the meanings given to them in this **Exhibit F**.

1. Applicable Laws: All applicable laws, statutes, treaties, codes, ordinances, regulations, orders, licenses, permits, and rules of any governmental authority, now in effect or enacted in the future, as amended, and as interpreted and applied, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, and awards.

2. Emergency: Any condition or situation that in the judgment of City or Lessee (i) endangers or might endanger life or property, or (ii) adversely affects City's ability to maintain a safe environment at the City Improvements, including the Premises.

3. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the City Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation or agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, agreements, laws and regulations. "Environmental Attributes" does not include investment tax credits, or any similar tax credits, or cash grants, production incentives or similar tax or cash benefits, whether or not such tax credits or cash benefits arise from or are related to the Facility's use or generation of solar energy.

4. Environmental Law: Any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements, relating to the production, handing, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar

DRAFT

applicable federal, state or local law.

5. Hazardous Substance: (A) Any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials.

6. Ashland Electric: Ashland Municipal Electric Utility and its successors and assignees.

7. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Ashland Electric, and any Applicable Laws.

DRAFT

MEMORANDUM OF UNDERSTANDING ("MOU")

PARTIES:

Ashland Solar Cooperative (hereinafter "ASC")
1033 Clay Street
Ashland, Oregon 97520

City of Ashland, Oregon (hereinafter the "City of Ashland")
20 East Main Street
Ashland, Oregon 97520

ASC and the City of Ashland, hereinafter referred to collectively as "Parties," recognize the following:

I. The Parties aim to work together to develop community solar projects for the benefit of the customers of the City of Ashland's electric utility, including low-income households. The Parties recognize the value and need for equitable access to clean energy produced locally, and the Parties will work together to maximize local renewable energy benefits to all customers of the City of Ashland's electric utility.

II. The City of Ashland is a municipal corporation in Southern Oregon that provides services to its citizens. The City of Ashland manages its own electric utility. The City of Ashland owns and manages many facilities and lots that have the capacity to host large community solar photovoltaic power generating systems. . . .

III. ASC is a local solar cooperative whose mission is to increase access to solar power by developing member-owned community solar projects. The Parties agree to increase access to solar power in a socially and economically responsible fashion.

IV. The Parties desire to perform the activities under this MOU solely in furtherance of the purpose stated above. It is the intention of the Parties that all activities conducted will contribute to accomplishing this purpose.

NOW THEREFORE, in an effort to advance collaboration between the Parties as set forth in this MOU, the Parties hereby agree to the following:

1) **ASC Responsibilities:**

A. ASC will lead the funding and development of community solar projects on City of Ashland properties or other locations as identified and agreed to in writing by the Parties.

B. ASC will lead all aspects of project development including lease negotiations, budgeting, utility interconnection, regulatory certification, design, grant writing, project finance, procurement, construction, and community outreach.

C. ASC may enlist additional external expertise as needed with the prior written consent of the City of Ashland.

2) **City of Ashland Responsibilities:**

A. The City of Ashland will work with ASC and mutually agreed upon partners and contractors to facilitate effective community solar project siting on City of Ashland properties.

B. The City of Ashland will support ASC and mutually agreed upon partners and contractors to access grant funding and project finance.

C. The City of Ashland will support ASC and mutually agreed upon partners and contractors to conduct community outreach to benefit low-income customers of electric utility.

D. The City of Ashland will negotiate reasonable terms for community solar project site leases in order to maximize the benefits to Ashland Electric customers, including low-income populations in the City of Ashland.

E. The City of Ashland will secure property and general liability insurance coverages for each community solar project developed in partnership with ASC. ASC shall reimburse the City of Ashland for these insurance coverages.

3) **Mutual Responsibilities:**

A. The Parties will work in partnership to achieve the goals of expanding access and benefits of solar to Ashland Electric customers and to low-income communities.

B. The Parties will ensure engagement of all relevant stakeholders through the development process.

C. The Parties commit to communicating and sharing information as needed to effectively develop the partnership, project and community engagement aspects of this MOU.

D. The Parties will record and share lessons learned from project implementation.

4) **Third Party Consultants:** From time to time throughout the term of this MOU, the Parties may find it advisable to consult with third-party advisors, engineers, or other professionals in order to achieve the purposes described in this MOU. In those instances where the Parties agree to consult with a third-party, the Parties will obtain an estimate from the agreed upon third-party and may, upon further agreement in writing, share the cost of such consulting services.

5) **Confidentiality:** Except in the furtherance of its responsibilities hereunder, the Parties shall not disclose any Confidential Information without the prior written consent of the respective owner of the Confidential Information and shall disclose Confidential Information only to the Parties' employees or contractor on a "need to know" basis, provided that such employee or contractor agrees to comply with the terms of this section. As used herein, the term "Confidential Information" means any technical, financial, or other business information, marked "proprietary" or "confidential," of the Parties, including but not limited to information about client lists, business process documents, and other information. The Parties' obligations under this section 5, shall not apply, or shall cease to apply to the extent that Confidential Information: (i) is or hereafter becomes generally known or available to the public or interested persons through no breach of this section by the Parties; (ii) is rightfully known to the Parties without restriction on disclosure at the time of its receipt from the respective owner of the Confidential Information; (iii) is rightfully furnished to one or more of the Parties by a third party without breach of an obligation of confidentiality; (iv) is independently developed by one or more of the Parties without use or reference to the Confidential Information; (v) is required to be disclosed by applicable law or pursuant to order of the court, administrative agency, or other governmental body; provided the Party in question provides ten (10) day's prior notice to the respective owner of the Confidential Information for the owner to seek a protective order.

6) **Term and Termination:** This MOU will commence on the date it is signed by both Parties (hereinafter the "Effective Date"). If it is signed on separate dates, the latter date shall be the Effective Date. This MOU shall continue in full force and effective until December 30, 2025, unless earlier terminated as set forth herein. Either Party may terminate this MOU for any reason with not less than thirty (30) days' prior written notice to the other. Section 5, Confidentiality, shall survive any termination or expiration of this MOU.

7) **Avoidance of Conflict:** This MOU expresses the intent of the Parties to enter into discussions with respect to potentially mutually beneficial collaboration efforts; however, the Parties agree that nothing in this MOU will give rise to any legally binding or

enforceable obligation, liability, or agreement on the part of either Party. Without limitation, nothing in this MOU shall prevent either party from discussing, pursuing, submitting bids, or being awarded business opportunities that may arise as a result of or related to work performed in connection to this MOU.

8) **Relationship of the Parties**. Nothing in this MOU shall be deemed to constitute a partnership or joint venture between the Parties. Nothing in this MOU shall constitute any Party to be the agent of the other Party for any purpose, except as explicitly granted by one Party to the other Party in writing and separate from this MOU.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives, have executed this MOU on the dates set forth below.

ASHLAND SOLAR COOPERATIVE:	**CITY OF ASHLAND:**
Signature: Jim Hartman	Signature: Joseph L Lessard
Print Name: Jim Hartman	Print Name: Joseph L Lessard
Title: President	Title: City Manager
Date: 7/4/2022	Date: 7/5/22

Council Business Meeting

September 19, 2019

	Purchase of Public Works Street and Wastewater Sewer Cleaning Equipment	
From	Mike Morrison	Public Works Deputy Director
Contact	Michael.morrison@ashland.or.us (541) 552-2325	

SUMMARY

Approval is being requested to purchase new street and wastewater sewer maintenance equipment, as outlined below, that are scheduled for replacement and approved for purchase in the FY 2024 & FY 2025 Biennial Budget.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Goal 1: Develop current and long-term budgetary resilience
- Continue to improve the budget process: transparency, rigor, innovation, community involvement, and collaboration

Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
- Implement a cost recovery plan and analysis for each department that coincides with the annual review of fees and charges and revenues

Goal 3: Enhance and improve transparency & communication

Maintain Essential Services

Department Goals:
- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- 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

None

BACKGROUND AND ADDITIONAL INFORMATION

The new vehicles were approved in the 2024-2025 Biennial Budget.

FISCAL IMPACTS

Cooperative Contract	Dept	Description	New Vehicle #	Replacing Vehicle #	Amount Budgeted	Purchase Price
Sourcewell Contract # 122017-FSC	Streets	2024 Crosswind 1 Street Sweeper	1180	1090	$375,000.00	$464,865.39
Sourcewell Contract # 122017-FSC	Wastewater	2024 2100i Truck Mounted Combination Sewer Cleaner	1322	612	$560,000.00	$593,771.28

CITY OF ASHLAND

Total Amounts	**$935,000.00**	**$1,058,636.67**

STAFF RECOMMENDATION

Staff recommends City Council, acting as the Local Contract Review Board, authorize the purchase of these new equipment from cooperative contracts as outlined in the table above.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve the new street and wastewater cleaning equipment be purchased as outlined in the table above from cooperative contracts.
2. I move that staff process a competitive solicitation in accordance with the procurement requirements set forth in AMC 2.50 Rules of Procedure for Public Contracting for each of the vehicles outlined in the table above.

ATTACHMENTS

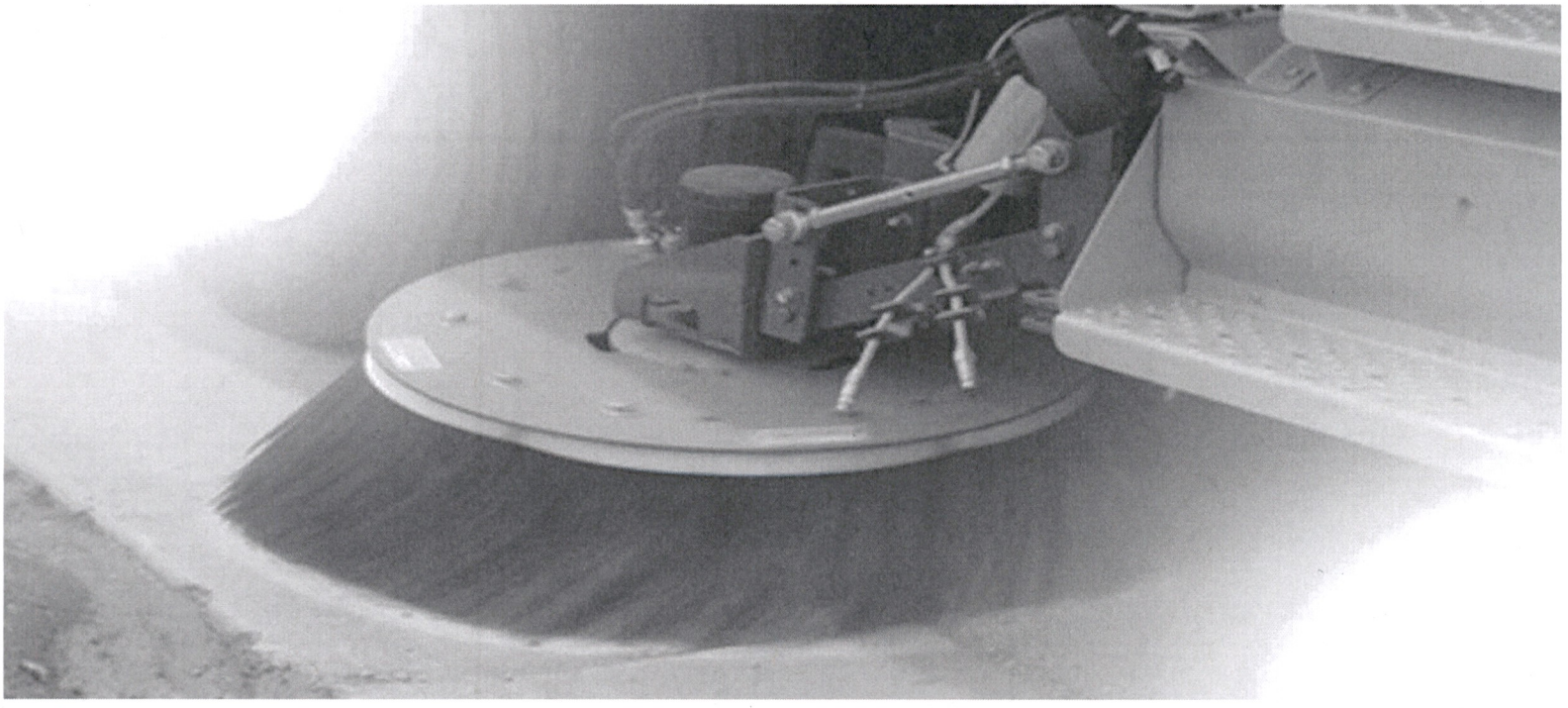
1. Crosswind 1 (street sweeper) Quote Number 2023-67953
2. 2100i Truck Mounted Combination Sewer Cleaner Quote 2023-67969

Presents a

Proposal Summary

Crosswind1 ®
Reliable. Versatile.
Single-Engine Regenerative Air Sweeper.

For



Crosswind1

Sidebrooms/Steering	Dual Sidebrooom/Single Steering
Size of Sidebroom	42
Fuel Type	Diesel
Memory Sweep	Yes
Domicile	Continental USA
PM-10	Yes

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2024 Peterbilt Right Hand Steer
Chassis Mounting Charge	Chassis Mounting Charge
Upgrade Chassis Engine Horsepower	

Chassis Equipment

Horn Options	Standard Electric

Brooms

Sidebroom Material	PM10 Compliant Oil Tempered Steel Bristles
Dual Sidebroom Scrubbing position	Yes

Variable Speed brooms	Dual

Conveyance & Hopper

6" Drain	true
QuietPak - Acoustical Sound Package	true
Hopper Deluge	true
Hopper Coating Systems	Lifeliner Hopper System
Inspection Doors-Right	Right Hand Stainless Steel Door With Step & Handle
Inspection Doors-Left	Left Hand Door With Step & Handle
Rear Mounted Wandering Hose Extension	1

Dust Control & Flush Systems

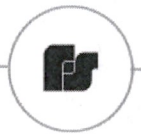
Fill Hose Length	25'
High Pressure Washdown	true

Productivity Enhancements

Air Purge for Water System	true
Vacuum Enhancer	In Cab Display

Gauges and Indicators

Broom Hour Meter Gauge	true



Hydraulic Oil Level Gauge W/Thermometer on Tank	true

Component Protection

Auxiliary Hydraulic Pump	true
Idle Down / No Water	true
Autolube	Sweeper Only

Lighting & Compliance

Work and Flood Lights; Individual Rocker Switches	Dual Sidebrooms and Rear Flood Lights-LED
Arrowboards / Arrowsticks Only	Rear LED Arrowstick
Backup Alarms	Federal Signal (Standard)
LED Stop/Tail/Turn	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Chassis Notes :

Factory Price	**$474,075.00**
Sourcewell Discount	**$9,209.61**
Final Sales Price	**$464,865.39**

****All Costs increases resulting from surcharges to Chassis, Components, and Body manufacture will be passed through and added to final invoices upon delivery of equipment.**
****By signing you Are acknowledging and accepting the terms of this quote.**

X_____

Price indicated includes approved Special Request
Price valid for 30 Days from date of 09-08-2023

Product Model:Crosswind1
Proposal Date: 09-08-2023
Quote Number: 2023-67953
Price List Date: 07-28-2023

QTY: 1 Customer Initials_____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By: **Date:**

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120

11-20-2007

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

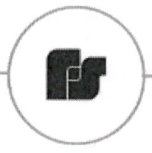
CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.



SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

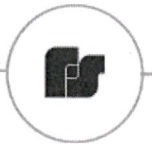
MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.



COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



VACTOR

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For



VACTOR

BASIC

MODEL

Vacuum System	Roots 824-16 Blower	**Debris Body Capacity (cu.yd.)**	10.00
Model Type	Combo	**Water Capacity**	1300
Water Flow	80.00	**Water Pressure**	2500
Chassis Source	Vactor	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	true

CHASSIS

PSPT455A-2024-CH	Vactor Supplied Chassis - Tandem Axle -2024 Peterbilt567 SBA6x4 -455 HP - Auto -66 -000 GVWR - GHG

STANDARD FEATURES

011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
014iSTD	Electric/Hydraulic Four Way Boom
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
1024iSTD	Debris Body Vacuum Relief System
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator

VACTOR

2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4000iSTD	180 deg. Non-Extending Boom
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
4022iSTD	Telescopic Boom Elbow- Standard
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.



VACTOR

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4015i	180 deg. 10ft Telescoping Boom

DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1016iASTD	"Subframe Mounted -2 Pipe Rack -7"
1003i	Debris Body Washout
1003iB	Rear Door Valve Flushout
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
1030i	Debris Body Inspection Port w/Ladder
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet
5029i	Cyclone Washout System

VACUUM OPTIONS

3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position
1009iD	Full Rear Door Swinging Screen

HOSE REEL

6003iC	800' x 1" Piranha Sewer Hose2500 PSI in lieu of STD

VACTOR

6004iD	Rodder Hose Pinch Roller
6014i	High Pressure Hose Reel
6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
6027iA	25' Leader Hose (in lieu of standard)
8030i	Hose Reel Wrapped for Delivery

WATER TANKS

2016i	Additional Water- 1300 Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear
6026i	Washington State DOT Legal Front Hose Reel

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package
9023iA	Safety Cone Storage Rack - Post Style
CM-PSPT455A-2024-01	Chassis Modifications - 2024 Peterbilt PSPT455A

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick
8002iA	Wireless- Waterproof- Rechargable- Handheld- LED Spot Light w/12V Charger
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028i	Worklights (2)- LED-Boom
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Curb Side
8029iD	Worklight- LED- Street Side
9021iB	Camera System- Front- Rear and Both Sides

VACTOR

PAINT

i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos - Applied

TOOLBOX

010i	Operator Station Curbside Toolbox - with Lighting
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

WATER ACCESSORIES

2006i	Air Purge
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6019i	Rodder Pump Drain Valves

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump

OWEN PROVIDED OPTIONS

AUTO LUBE BODY ONLY	80 GPM/2500 PSI Jet Rodder pump

VACTOR

Chassis Notes :-

FACTORY PRICE:	**$600,099.00**
SOURCEWELL DISCOUNT	**$12,357.72**
OWEN INTALLED OPTIONS	**$6,030.00**
FINAL PRICE	**$593,771.28**

Please remember Price indicated includes unapproved Special Request
Price valid for 30 Days from date of 09-08-2023

Product Model: 2100i
Proposal Date: 09-08-2023
Quote Number: 2023-67969
Price List Date: 07-31-2023
QTY: 1

Customer Initials___ _____

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

VACTOR

Signed By: **Date:**

_ _____ _____

****All Costs increases resulting from surcharges to Chassis, Components, and Body manufacture will be passed through and added to final invoices upon delivery of equipment.**
****By signing you Are acknowledging and accepting the terms of this quote.**

X_____



VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
All Models	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER
Subsidiary of Federal Signal Corporation

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR
Subsidiary of Federal Signal Corporation

VACTOR

Domestic Terms and Agreement

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.



VACTOR

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OROTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

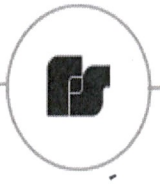
VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

_____



VACTOR

Date: _ _____

Council Business Meeting

September 19, 2023

	Emergency Procurement of Fire and Rescue Ambulance	
From	Ralph Sartain	Fire Chief
Contact	Ralph.sartain@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

In the adopted budget we were authorized to purchase two ambulances. The single role has gone into service and the ambulance we had hoped would be able to work while we were waiting for full processing is already suffering mechanical issues including breaking down while responding to a call. Fire and Rescue searched for and located an ambulance under construction that can be delivered to us in under 90 days verses having to wait 18 months. Due to the urgent need to replace an aging ambulance, staff has used the Emergency Procurement process to secure the availability of a replacement ambulance. We have secured the ambulance and now need to have approval from Council to spend the money already appropriated in the 2023-2025 BN Budget.

POLICIES, PLANS & GOALS SUPPORTED

Implementation of single role ambulance service.

BACKGROUND AND ADDITIONAL INFORMATION

None

FISCAL IMPACTS

Budgeted $213,209 for ambulance replacement.

DISCUSSION QUESTIONS

None

SUGGESTED NEXT STEPS

I move to sign the contract for the procurement of the budgeted ambulance from Braun NW Inc, Chehalis WA..

REFERENCES & ATTACHMENTS

Form 13 Emergency Procurement
Purchase Order 20240105
Form 3
Braun Demonstrator Proposal
Misc Emails for purchase

Better Together

FORM #13

CITY OF ASHLAND

EMERGENCY PROCUREMENT
Greater than $5,000

To: Joseph L. Lessard, City Manager

From: *Ralph Sartain, Fire Chief*

Date: *08-22-2023*

Re: **Emergency Procurement – Written Findings and Request for Authorization**

Document the emergency:

Due to supply change shortages and extended build times, ambulance production times are out to and over eighteen months. We were informed that the ambulances we had ordered for our single-role position could not be licensed as they had yet to go through SHS Compliance tests. Our first out single-role ambulance has 180,000 miles on it, and in week two broke the turbo and was taken out of service, leaving us with an ambulance that has 158,000 miles as the reserve.

We researched for ambulances available for immediate delivery and were able to locate an ambulance on the assembly line at Braun NW that we could take possession of in the next 90 days. We cannot change the unit's color or box configuration because the Ambulance is already on the assembly line. We will be able to modify a few exterior lights as well as the pin striping to more closely match the rest of our fleet.

We are able to secure this ambulance and order a Sprinter van style and remain relatively close to the budgeted amount for the ambulance replacements in this budget. The ambulance will be off of the assembly line and in service before the end of the year versus in excess of eighteen months from now.

Document solicitation process:

We called reputable ambulance distributors looking for a Type 1 ambulance that could be delivered off the line within the next 90-days and still be able to purchase a Sprinter van and remain at or as close to the appropriated budget amounts.

Purchasing the ambulance from Braun is a direct purchase savings, was $75,000 under the nearest competitor and was the only company that had one on the assembly line we could purchase. Ashland Fire has had previous direct buy purchase from Braun and had a favorable relationship with the company.

As the Ambulance purchase was approved in the budget process from City Council and the Citizens Budget Committee, this does not need to go back before council. This document is for the purposes of notifying the City Manager that we were not going out to bid for the purchase, and the reasons why we did not.

Amount of Emergency Contract: $ *213,209.00* MB

Written Order

Emergency Procurement is being authorized by the City Manager as specified by this written order.

Authorized by:_____ **Date:**_____

Joseph L. Lessard, *City Manager*

Report Emergency Procurement to the City Council: Yes / No

Note: Emergency Procurements equal to or greater than $100,000 for Goods and Services and equal to or greater than $75,000 for Personal Services will require Council approval. Direct awards greater than $5,000 require Council approval.

Funds appropriated for emergency procurement: ***YES / NO***

Authorized by: M Berry **Date:** 8/29/23

Finance Director (Equal to or greater than $5,000)

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

THIS PO NUMBER MUST APPEAR ON ALL INVOICES, AND SHIPPING DOCUMENTS.

Purchase Order # 20240105

BILL TO
City of Ashland
ATTN: Accounts Payable
20 E. Main
Ashland, OR 97520
Phone: 541/552-2010
Email: payable@ashland.or.us

VENDOR
BRAUN NORTHWEST INC
PO BOX 1204
CHEHALIS, WA 98532

SHIP TO
C/O Fire and Rescue Department
455 Siskiyou Blvd
Ashland, OR 97520
Phone: 541/482-2770
Fax: 541/488-5318

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
			Ralph Sartain

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/28/2023	8025		FOB ASHLAND OR/NET30	City Accounts Payable

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	2023 NorthStar Type1 Ambulance 2023 North Star Type 1 Ambulance Department: Fire Vehicle #1329 (Replacing Vehicle #845) EMERGENCY PROCUREMENT Per attached written findings (Form #13) Project Account: ********** GL SUMMARY ********** 081000 - 703000 $213,000.00	1.0	EACH	$213,000.00	$213,000.00

By: _____ Date: 8/29/23
Authorized Signature

PO Total $213,000.00

Requested 8/23

FORM #3

CITY OF ASHLAND

A request for a Purchase Order PO 20240105

REQUISITION

Date of request: 08/22/2023
Required date for delivery:

Vendor Name	BRAUN NW INC
Address, City, State, Zip	150 NORTH STAR DRIVE, CHEHALIS, WA 98532
Contact Name & Telephone Number	TAMI MCCALLUM, VP OF SALES 360-748-0195, 800-245-6303
Email address	

SOURCING METHOD

☐ Exempt from Competitive Bidding ☐ Reason for exemption:_____ ☐ AMC 2.50 _____ ☐ Written quote or proposal attached	☐ Invitation to Bid Date approved by Council:_____ ___(Attach copy of council communication)	■ Emergency ■ Form #13, Written findings and Authorization ■ Written quote or proposal attached ___(If council approval required, attach copy of CC)
☐ Small Procurement Not exceeding $5,000 ☐ Direct Award ☐ Verbal/Written bid(s) or proposal(s)	☐ Request for Proposal Date approved by Council:_____ ___(Attach copy of council communication) ☐ Request for Qualifications (Public Works) Date approved by Council:_____ ___(Attach copy of council communication)	Cooperative Procurement ☐ State of Oregon Contract # _____ ☐ State of Washington Contract #_____ ☐ Other government agency contract Agency _____ Contract #_____
Intermediate Procurement GOODS & SERVICES Greater than $5,000 and less than $100,000 ☐ (3) Written bids & solicitation attached PERSONAL SERVICES Greater than $5,000 and less than $75,000 ☐ Less than $35,000, by direct appointment ☐ (3) Written proposals & solicitation attached ☐ Form #4, Personal Services $5K to $75K	☐ Sole Source ☐ Applicable Form (#5, 6, 7 or 8) ☐ Written quote or proposal attached ☐ Form #4, Personal Services $5K to $75K Date approved by Council:_____ Valid until:_____(Date) ☐ Special Procurement ☐ Form #9, Request for Approval ☐ Written quote or proposal attached Date approved by Council:_____ Valid until:_____(Date)	Intergovernmental Agreement Agency _____ ☐ Annual cost to City does not exceed $25,000. Agreement approved by Legal and approved/signed by City Administrator. AMC 2.50.070(4) ☐ Annual cost to City exceeds $25,000, Council approval required. (Attach copy of council communication)

Description of SERVICES

	TOTAL COST
	$

Item #	Quantity	Unit	Description of MATERIALS	Unit Price	Total Cost
	1	EACH	2023 NORTH STAR TYPE 1 AMBULANCE		$213,209.00
			DEPARTMENT: FIRE		
			VEHICLE #1329 (Replacing Vehicle #845)		

☐ Per attached quote/proposal

TOTAL COST $ 213,209.00

Project Number _____ Account Number 061000.703000

Account Number _____ Account Number _____ per email

'Expenditure must be charged to the appropriate account numbers for the financials to accurately reflect the actual expenditures.

IT Director in collaboration with department to approve all hardware and software purchases: _____
IT Director Date Support -Yes / No

By signing this requisition form, I certify that the City's public contracting requirements have been satisfied.

Employee:_____ Department Head: Ralph Sartain AA
(Equal to or greater than $5,000)

Department Manager/Supervisor: _____ City Manager: _____
(Greater than $35,000)

Funds appropriated for current fiscal year: (YES) / NO

MBerry 8/29/23
Finance Director- (Equal to or greater than $5,000) Date

Comments: _____

Kariann Olson

From: Ralph Sartain
Sent: Thursday, August 31, 2023 3:21 PM
To: Kariann Olson; Cathy Crocker
Subject: RE: Ambulance #s

No I do not need it the shops told lance they need a project number, so Lance told me and I asked you too. Nothing needs to goto Braun at this time. Thank you

Ralph Sartain **MO, IAAI-CFI, NAFI-CFEI**
Fire Chief
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

ralph.sartain@ashland.or.us
Office: 541-552-2229
Cell: 541-301-8872
Fax: 541-488-5318

This email is official business of the City of Ashland, and it is subject to Oregon public records law for disclosure and retention. If you have received this message in error, please let me know. Thank you.

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Thursday, August 31, 2023 3:19 PM
To: Ralph Sartain <ralph.sartain@ashland.or.us>; Cathy Crocker <cathy.crocker@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: RE: Ambulance #s

Hello,
Here is a copy of the PO for the new ambulance. I do not have a project #, maybe Cathy has a project #.

If you need/want the PO scanned/emailed to Braun, please let me know.

Joe still needs to sign the written findings for the Emergency Procurement.

Thank you.
Kariann

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

From: Ralph Sartain <ralph.sartain@ashland.or.us>
Sent: Thursday, August 31, 2023 2:18 PM
To: Cathy Crocker <cathy.crocker@ashland.or.us>; Kariann Olson <kari.olson@ashland.or.us>
Subject: RE: Ambulance #s

Can I please get the project number for this. Thank you

Ralph Sartain **MO, IAAI-CFI, NAFI-CFEI**
Fire Chief
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

ralph.sartain@ashland.or.us
Office: 541-552-2229
Cell: 541-301-8872
Fax: 541-488-5318

This email is official business of the City of Ashland, and it is subject to Oregon public records law for disclosure and retention. If you have received this message in error, please let me know. Thank you.

From: Cathy Crocker <cathy.crocker@ashland.or.us>
Sent: Tuesday, August 22, 2023 4:06 PM
To: Kariann Olson <kari.olson@ashland.or.us>

Cc: Cathy Crocker <cathy.crocker@ashland.or.us>; Ralph Sartain <ralph.sartain@ashland.or.us>
Subject: Ambulance #s

Ok, the new ambulance will be vehicle #1329 and is replacing vehicle # 845.
-CC

Cathy Crocker, Fleet & Facilities Assistant
Public Works Department
cathy.crocker@ashland.or.us
541.552.2359

City of Ashland

Better Together

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.552.2359.

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

DEMONSTRATOR PROPOSAL

August 22nd, 2023

Ashland Fire & Rescue
Attn: Ralph Sartain
455 Siskiyou Boulevard
Ashland, Oregon 97520
ralph.sartain@ashland.or.us

RE: One (1) 2023 North Star Type I Ambulance Demonstrators #3942-1

Braun Northwest is pleased to offer the following proposal:

One (1) 2023 North Star Type I Ambulance Demonstrators #3942-1 on a 2023 RAM 3500 4x4 ambulance prep diesel chassis per enclosed specifications dated 7/14/2023 and drawings dated 3/8/2023.

Total Price for Demo #3942-1 F.O.B. Chehalis, WA $213,209.00
Sales tax not included

MB 8/22/23

F.O.B.: Chehalis, Washington

Delivery: **October-December 2023, based upon current manufacturing plan. Please note this date can change based upon changes to production and chassis arrival.*

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Vehicle offered on first come first served basis and is being offered to other agencies.*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is an Oregon dealer (#8475873) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

Tami McCallum, V.P. of Sales

Date: 8/22/2023

We agree to accept the above proposal:
Ashland Fire & Rescue

Joseph L Lassard 8/22/23
Signature Date

Joseph L Lassard, City Manager
Printed Name Title

TM
cc DW
Enclosures: Specifications, drawings.

NORTH STAR
EMERGENCY VEHICLES

www.braunnw.com

Kariann Olson

From:	Ralph Sartain
Sent:	Tuesday, August 22, 2023 5:03 PM
To:	Kariann Olson
Cc:	Ralph Sartain; Cathy Crocker
Subject:	RE: Form #3 Requisition
Attachments:	Form 3 Requisition.pdf; Form #13 - Emergency Procurement - Written Findings and Request for Approval.pdf; Ambulance Order.pdf

Kariann,

Please find the signed form 3, as well as the form 13. As far as accounts, I do not have an idea of what account number this is from. What ever account fleet assigned the money too for purchases this will come from that as it has already been approved in the budget process. Let me know if you have any questions.

Thank you

Ralph Sartain **MO, IAAI-CFI, NAFI-CFEI**
Fire Chief
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

ralph.sartain@ashland.or.us
Office: 541-552-2229
Cell: 541-301-8872
Fax: 541-488-5318

This email is official business of the City of Ashland, and it is subject to Oregon public records law for disclosure and retention. If you have received this message in error, please let me know. Thank you.

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Tuesday, August 22, 2023 4:33 PM
To: Ralph Sartain <ralph.sartain@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: Form #3 Requisition

Hello Ralph,
Can you please add the account number and your signature and then return it to me.

Mariane and Joe can sign the form when I take the PO down to City Hall for Mariane to sign.

Thank you.

Kariann (Kari) Olson, Purchasing Specialist

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Tuesday, August 22, 2023 3:38 PM
To: Ralph Sartain <ralph.sartain@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: Form #13 Emergency Procurement

Kariann (Kari) Olson, Purchasing Specialist

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

Kariann Olson

From: Cathy Crocker
Sent: Tuesday, August 22, 2023 4:06 PM
To: Kariann Olson
Cc: Cathy Crocker; Ralph Sartain
Subject: Ambulance #s

Ok, the new ambulance will be vehicle #1329 and is replacing vehicle # 845.
-CC

Cathy Crocker, Fleet & Facilities Assistant
Public Works Department
cathy.crocker@ashland.or.us
541.552.2359

City of Ashland

Better Together

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.552.2359.

Kariann Olson

From: Mariane Berry
Sent: Wednesday, August 23, 2023 10:48 AM
To: Marshall Rasor; Emily Matlock
Cc: Kariann Olson
Subject: FW: A/C #

Hi Marshall/Emily –

Do you know the answer to below for that ambulance purchase? Does that normally get put to the Equipment Fund account 081000.703000??

Thanks,
Mariane

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:27 AM
To: Mariane Berry <mariane.berry@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: A/C #

Hello Mariane,
Ralph purchased an ambulance and he brought me the paperwork to issue a PO. Since Wes is gone and Mike is out of the office this week, do you have an account number for the ambulance purchase?

Please advise.

Thank you.
Kariann

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

Kariann Olson

From: Emily Matlock
Sent: Wednesday, August 23, 2023 11:01 AM
To: Mariane Berry; Marshall Rasor
Cc: Kariann Olson
Subject: RE: A/C #

Hi Mariane,

This was part of the budget process and isn't to come out of fire funds so I am not exactly sure which a/c # is correct. From what I recall, it is the city equipment replacement fund, which may be the number you listed below?

Thank you,
Emily Matlock
Senior Fire Department Analyst
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

emily.matlock@ashland.or.us
Office: 541-482-2770
Direct: 541-552-2216
TTY: 1-800-735-2900
Fax: 541-488-5318

This email is official business of the City of Ashland, and it is subject to Oregon public records law for disclosure and retention. If you have received this message in error, please notify me at 541-552-2216.

From: Mariane Berry <mariane.berry@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:48 AM
To: Marshall Rasor <marshall.rasor@ashland.or.us>; Emily Matlock <emily.matlock@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: FW: A/C #

Hi Marshall/Emily –

Do you know the answer to below for that ambulance purchase? Does that normally get put to the Equipment Fund account 081000.703000??

Thanks,
Mariane

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:27 AM

To: Mariane Berry <mariane.berry@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: A/C #

Hello Mariane,
Ralph purchased an ambulance and he brought me the paperwork to issue a PO. Since Wes is gone and Mike is out of the office this week, do you have an account number for the ambulance purchase?

Please advise.

Thank you.
Kariann

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

Kariann Olson

From: Accounts Payable
Sent: Monday, August 28, 2023 10:23 AM
To: Kariann Olson
Subject: RE: W9 Braun NW

Vendor 8025- Braun Northwest, Inc is ready for use.

Heather Rodriguez, Accounts Payable

Better Together

City of Ashland
Finance Department
20 E Main St, Ashland, Oregon 97520
(541)552-2010 | TTY 800.735.2900
Heather.Rodriguez@ashland.or.us

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at (541)552-2010..

From: Heather Rodriguez <heather.rodriguez@ashland.or.us>
Sent: Wednesday, August 23, 2023 11:22 AM
To: Accounts Payable <payable@ashland.or.us>
Subject: FW: W9 Braun NW

Heather Rodriguez, Accounts Payable

Better Together

City of Ashland
Finance Department

20 E Main St, Ashland, Oregon 97520
(541)552-2010 | TTY 800.735.2900
Heather.Rodriguez@ashland.or.us

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at (541)552-2010..

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:52 AM
To: Heather Rodriguez <heather.rodriguez@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: W9 Braun NW

Hello Heather,
W9 for ambulance purchase. Monday will be fine when Bryn returns to the office.

Thank you.

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

From: Melaina Witchey <MelainaWitchey@braunnorthwest.com>
Sent: Wednesday, August 23, 2023 10:43 AM
To: Kariann Olson <kari.olson@ashland.or.us>
Subject: W9

[EXTERNAL SENDER]
Good morning

Please find requested W9 for Braun Northwest.

Thank you.

Kariann Olson

From: Kariann Olson
Sent: Wednesday, August 23, 2023 10:52 AM
To: Heather Rodriguez
Cc: Kariann Olson
Subject: W9 Braun NW
Attachments: donotreply@braunnorthwest.com_20230823_104103.pdf

Hello Heather,
W9 for ambulance purchase. Monday will be fine when Bryn returns to the office.

Thank you.

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354..

From: Melaina Witchey <MelainaWitchey@braunnorthwest.com>
Sent: Wednesday, August 23, 2023 10:43 AM
To: Kariann Olson <kari.olson@ashland.or.us>
Subject: W9

[EXTERNAL SENDER]
Good morning

Please find requested W9 for Braun Northwest.

Thank you.

Melaina Witchey
Braun Northwest, Inc.
Accounts Receivable
360-748-0195

Kariann Olson

From: Bryn Morrison
Sent: Tuesday, August 29, 2023 12:23 PM
To: Mariane Berry
Cc: Kariann Olson; Emily Matlock; Marshall Rasor
Subject: RE: A/C #

Hi,

You are correct 081000.703000.

Thank you

PO for Ambulance

Bryn Morrison, Deputy Finance Director
Pronouns She/her/hers

Better Together

City of Ashland
Finance Department
20 East Main St, Ashland, Oregon 97520
541.552.2002 | TTY 800.735.2900
bryn.morrison@ashland.or.us

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at (541) 552-2002.

From: Mariane Berry <mariane.berry@ashland.or.us>
Sent: Tuesday, August 29, 2023 12:16 PM
To: Bryn Morrison <bryn.morrison@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>; Emily Matlock <emily.matlock@ashland.or.us>; Marshall Rasor <marshall.rasor@ashland.or.us>
Subject: RE: A/C #

Bryn – please see below. Can you confirm what account # the replacement ambulance purchase comes out of?

Thanks,
Mariane

From: Emily Matlock <emily.matlock@ashland.or.us>
Sent: Wednesday, August 23, 2023 11:01 AM
To: Mariane Berry <mariane.berry@ashland.or.us>; Marshall Rasor <marshall.rasor@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: RE: A/C #

Hi Mariane,

This was part of the budget process and isn't to come out of fire funds so I am not exactly sure which a/c # is correct. From what I recall, it is the city equipment replacement fund, which may be the number you listed below?

Thank you,
Emily Matlock
Senior Fire Department Analyst
Ashland Fire & Rescue
455 Siskiyou Boulevard
Ashland, OR 97520

emily.matlock@ashland.or.us
Office: 541-482-2770
Direct: 541-552-2216
TTY: 1-800-735-2900
Fax: 541-488-5318

This email is official business of the City of Ashland, and it is subject to Oregon public records law for disclosure and retention. If you have received this message in error, please notify me at 541-552-2216.

From: Mariane Berry <mariane.berry@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:48 AM
To: Marshall Rasor <marshall.rasor@ashland.or.us>; Emily Matlock <emily.matlock@ashland.or.us>
Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: FW: A/C #

Hi Marshall/Emily –

Do you know the answer to below for that ambulance purchase? Does that normally get put to the Equipment Fund account 081000.703000??

Thanks,
Mariane

From: Kariann Olson <kari.olson@ashland.or.us>
Sent: Wednesday, August 23, 2023 10:27 AM
To: Mariane Berry <mariane.berry@ashland.or.us>

Cc: Kariann Olson <kari.olson@ashland.or.us>
Subject: A/C #

Hello Mariane,
Ralph purchased an ambulance and he brought me the paperwork to issue a PO. Since Wes is gone and Mike is out of the office this week, do you have an account number for the ambulance purchase?

Please advise.

Thank you.
Kariann

Kariann (Kari) Olson, Purchasing Specialist

Better Together

City of Ashland
Purchasing Office
90 North Mountain Avenue, Ashland, Oregon 97520
541.488.5354 | TTY 800.735.2900
Kari.olson@ashland.or.us

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.488.5354,.

Council Business Meeting

September 19, 2023

Agenda Item	Contract with Axon Enterprises Inc. for APD body worn cameras and support services and for conducted energy weapons (CEW or "tasers")	
From	Tighe O'Meara	Police Chief
Contact	Tighe.omeara@ashland.or.us 541-552-2142	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

Staff is seeking Council approval to extend a contract with Axon Enterprises, Inc. to provide conducted energy weapons (CEW) and body worn cameras (BWC) as well as the support hardware, data storage and data management for the Ashland Police Department.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Conducted energy weapons, commonly referred to as "tasers," have become an essential tool for law enforcement officers. CEW allow officers an important tool that bridges the gap between open hand control techniques and lethal force. CEW can be used at distances of up to 27 feet, depending on what hardware is deployed and are useful in taking people into custody that would otherwise be subjected to more significant amounts of force.

Similarly, body worn cameras (BWC) have become common in law enforcement as a means of recording officers' interactions with members of the community. BWC have become an essential tool in the collection of evidence, reviewing officers' uses of force and managing citizen complaints of officer behavior.

APD has used both CEW and BWC for several years, and both remain invaluable tools.

The proposed ongoing Axon Enterprises contract allows APD to continue to equip its team members with the most up-to-date and much needed equipment.

One of the key features that is covered by this ongoing sole source procurement is that automatic activation of all cameras in a 30-meter radius when a CEW is turned on. While there are accessories that can be added to holsters to activate individual cameras, there is no other BWC camera that will connect directly with the latest CEW and offer automatic activation, not just of that specific camera, but all cameras in a 30-meter radius. The automatic activation of all cameras when a CEW is activated is a key feature that will offer the greatest assurance that cameras are recording. Furthermore, the APD marked patrol fleet is now equipped with Axon fleet in-car camera systems that similarly interact with BWC and CEW made by the same manufacturer.

FISCAL IMPACTS

This cost of tis five-year contract is:

BN24 $71,589.71

BN25 $75,566.91

BN26	$79,544.11
BN27	$83,521.34
BN28	$87,498.57

Currently, the annual payment for this contract is $71,724.00, so this is actually a small decrease for the first two years.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Staff requests Council approve this five-year contract as described herein.

I move Council approve a five-year contract between the City of Ashland and Axon Enterprises Inc.

REFERENCES & ATTACHMENTS

Five-year contract
Sole Source Procurement Letter from Axon



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-502837-45155.700KH

Issued: 08/17/2023

Quote Expiration: 09/22/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 112578
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
1155 E Main St 1155 E Main St Ashland, OR 97520-2271 USA	Ashland Police Dept. - OR 1155 E Main St Ashland OR 97520-2271 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Dan Moulin Phone: 541-552-2178 Email: dan.moulin@ashland.or.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$387,484.98
ESTIMATED TOTAL W/ TAX	$387,484.98

Discount Summary

Average Savings Per Year	$18,490.34
TOTAL SAVINGS	$92,451.72

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	$69,747.28	$0.00	$69,747.28
Oct 2024	$73,622.15	$0.00	$73,622.15
Oct 2025	$77,497.00	$0.00	$77,497.00
Oct 2026	$81,371.85	$0.00	$81,371.85
Oct 2027	$85,246.70	$0.00	$85,246.70
Total	**$387,484.98**	**$0.00**	**$387,484.98**

Quote Unbundled Price:	**$479,936.70**
Quote List Price:	**$427,783.50**
Quote Subtotal:	**$387,484.98**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS AXON	1			$1.00	$23,343.18	$23,343.18	$0.00	$23,343.18
OSP10	Officer Safety Plan 10	33	60	$220.24	$193.90	$183.91	$364,141.80	$0.00	$364,141.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	34			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	5			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,800.00	$0.00	$0.00	$0.00	$0.00
Total							**$387,484.98**	**$0.00**	**$387,484.98**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	34	09/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	09/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	38	09/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	09/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	09/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	09/15/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	33	09/15/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	1	09/15/2023
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	33	09/15/2023
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	09/15/2023
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	2	09/15/2023
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	2	09/15/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	660	09/15/2023
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2023
Officer Safety Plan 10	100401	INERT UNITARY CARTRIDGE (TASER 10)	14	09/15/2023
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	33	09/15/2023
Officer Safety Plan 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	33	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	6	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	1	09/15/2023
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/15/2023
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/15/2023
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	09/15/2023
Officer Safety Plan 10	74200	TASER 6-BAY DOCK AND CORE	1	09/15/2023
Officer Safety Plan 10	75015	SIGNAL SIDEARM KIT	33	09/15/2023
Officer Safety Plan 10	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/15/2023
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/15/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2024
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2024
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2025
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2025
Officer Safety Plan 10	73309	AXON CAMERA REFRESH ONE	34	03/15/2026
Officer Safety Plan 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	03/15/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	09/15/2026
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2027
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	190	09/15/2027
Officer Safety Plan 10	73310	AXON CAMERA REFRESH TWO	34	09/15/2028
Officer Safety Plan 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	09/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/15/2023	10/14/2028
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	10/15/2023	10/14/2028

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	33
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	33	09/15/2024	10/14/2028
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	33	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	33	09/15/2024	10/14/2028
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	09/15/2024	10/14/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS AXON	1	$4,201.77	$0.00	$4,201.77
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 1	OSP10	Officer Safety Plan 10	33	$65,545.51	$0.00	$65,545.51
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	33	$0.00	$0.00	$0.00
Total				**$69,747.28**	**$0.00**	**$69,747.28**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS AXON	1	$4,435.20	$0.00	$4,435.20
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 2	OSP10	Officer Safety Plan 10	33	$69,186.95	$0.00	$69,186.95
Total				**$73,622.15**	**$0.00**	**$73,622.15**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS AXON	1	$4,668.64	$0.00	$4,668.64
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 3	OSP10	Officer Safety Plan 10	33	$72,828.36	$0.00	$72,828.36
Total				**$77,497.00**	**$0.00**	**$77,497.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS AXON	1	$4,902.07	$0.00	$4,902.07
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 4	OSP10	Officer Safety Plan 10	33	$76,469.78	$0.00	$76,469.78
Total				**$81,371.85**	**$0.00**	**$81,371.85**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS AXON	1	$5,135.50	$0.00	$5,135.50
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00

Oct 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 5	OSP10	Officer Safety Plan 10	33	$80,111.20	$0.00	$80,111.20
Total				**$85,246.70**	**$0.00**	**$85,246.70**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-202446 (executed contract #59496) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of $23,343.18 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 9/15/2023-10/1/2023, resulting in a 10/15/2023 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Signature

Date Signed

8/17/2023

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

August 2, 2023

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier
- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)

Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Library of webinars available 24/7
- Remote-location troubleshooting



AXON

Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Mini MOLLE Mount, Axon RapidLock Model: 11703
- Belt Clip Mount, Axon RapidLock Model: 11509

13. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

14. Axon Signal Unit Model: 70112

15. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for

Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10

[2] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

AXON

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.

16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.
, AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, X2, X26P, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-502837-45155.700KH

Issued: 08/17/2023

Quote Expiration: 09/22/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 112578
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
1155 E Main St 1155 E Main St Ashland, OR 97520-2271 USA	Ashland Police Dept. - OR 1155 E Main St Ashland OR 97520-2271 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Dan Moulin Phone: 541-552-2178 Email: dan.moulin@ashland.or.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$387,484.98
ESTIMATED TOTAL W/ TAX	$387,484.98

Discount Summary

Average Savings Per Year	$18,490.34
TOTAL SAVINGS	$92,451.72

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	$69,747.28	$0.00	$69,747.28
Oct 2024	$73,622.15	$0.00	$73,622.15
Oct 2025	$77,497.00	$0.00	$77,497.00
Oct 2026	$81,371.85	$0.00	$81,371.85
Oct 2027	$85,246.70	$0.00	$85,246.70
Total	**$387,484.98**	**$0.00**	**$387,484.98**

Quote Unbundled Price:	**$479,936.70**
Quote List Price:	**$427,783.50**
Quote Subtotal:	**$387,484.98**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS AXON	1			$1.00	$23,343.18	$23,343.18	$0.00	$23,343.18
OSP10	Officer Safety Plan 10	33	60	$220.24	$193.90	$183.91	$364,141.80	$0.00	$364,141.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	34			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	5			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,800.00	$0.00	$0.00	$0.00	$0.00
Total							**$387,484.98**	**$0.00**	**$387,484.98**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	34	09/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	09/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	38	09/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	09/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	09/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	09/15/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	33	09/15/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	1	09/15/2023
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	33	09/15/2023
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	09/15/2023
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	2	09/15/2023
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	2	09/15/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	660	09/15/2023
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2023
Officer Safety Plan 10	100401	INERT UNITARY CARTRIDGE (TASER 10)	14	09/15/2023
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	33	09/15/2023
Officer Safety Plan 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	33	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	6	09/15/2023
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	1	09/15/2023
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/15/2023
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/15/2023
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	09/15/2023
Officer Safety Plan 10	74200	TASER 6-BAY DOCK AND CORE	1	09/15/2023
Officer Safety Plan 10	75015	SIGNAL SIDEARM KIT	33	09/15/2023
Officer Safety Plan 10	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/15/2023
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/15/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2024
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2024
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2025
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2025
Officer Safety Plan 10	73309	AXON CAMERA REFRESH ONE	34	03/15/2026
Officer Safety Plan 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	03/15/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	09/15/2026
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	200	09/15/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	70	09/15/2027
Officer Safety Plan 10	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	190	09/15/2027
Officer Safety Plan 10	73310	AXON CAMERA REFRESH TWO	34	09/15/2028
Officer Safety Plan 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	09/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/15/2023	10/14/2028
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	10/15/2023	10/14/2028
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	10/15/2023	10/14/2028

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	33
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	33	09/15/2024	10/14/2028
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	33	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	09/15/2024	10/14/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	33	09/15/2024	10/14/2028
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	1	09/15/2024	10/14/2028
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	09/15/2024	10/14/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS AXON	1	$4,201.77	$0.00	$4,201.77
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 1	OSP10	Officer Safety Plan 10	33	$65,545.51	$0.00	$65,545.51
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	33	$0.00	$0.00	$0.00
Total				**$69,747.28**	**$0.00**	**$69,747.28**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS AXON	1	$4,435.20	$0.00	$4,435.20
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 2	OSP10	Officer Safety Plan 10	33	$69,186.95	$0.00	$69,186.95
Total				**$73,622.15**	**$0.00**	**$73,622.15**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS AXON	1	$4,668.64	$0.00	$4,668.64
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 3	OSP10	Officer Safety Plan 10	33	$72,828.36	$0.00	$72,828.36
Total				**$77,497.00**	**$0.00**	**$77,497.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS AXON	1	$4,902.07	$0.00	$4,902.07
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 4	OSP10	Officer Safety Plan 10	33	$76,469.78	$0.00	$76,469.78
Total				**$81,371.85**	**$0.00**	**$81,371.85**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS AXON	1	$5,135.50	$0.00	$5,135.50
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	34	$0.00	$0.00	$0.00

Oct 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 5	OSP10	Officer Safety Plan 10	33	$80,111.20	$0.00	$80,111.20
Total				**$85,246.70**	**$0.00**	**$85,246.70**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-202446 (executed contract #59496) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of $23,343.18 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 9/15/2023-10/1/2023, resulting in a 10/15/2023 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

_____ _____

Signature Date Signed

8/17/2023



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier
- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)

Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Library of webinars available 24/7
- Remote-location troubleshooting



AXON

Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Mini MOLLE Mount, Axon RapidLock Model: 11703
- Belt Clip Mount, Axon RapidLock Model: 11509

13. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

14. Axon Signal Unit Model: 70112

15. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10

[2] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.

16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.
, AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, X2, X26P, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

Council Business Meeting

September 19, 2023

Agenda Item	Professional Services Contract for TAP Intertie System Improvements (Scope 2)	
From	Jason Strait Scott Fleury PE	Project Manager Public Works Director
Contact	jason.strait@ashland.or.us Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to award of a professional services contract (PSC) to RH2 Engineering Inc. for the design of TAP Intertie system improvements defined in the TAP Master Plan. Ashland, Talent and Phoenix were awarded three million dollars in grant funding via American Rescue Plan Act (ARPA) to fund defined projects within the TAP Master Plan. Per the grant agreement the ARPA funds must be expended by 2026.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Drinking Water System

Enhance Value Services:

- Water Conservation
- Address Climate Change

CEAP Goals:

Natural Systems: Air, water, and ecosystem health, including opportunities to reduce emissions and prepare for climate change through improved resource conservation and ecosystem 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

The City Council has taken numerous actions over the past three decades in relation to the TAP system with the most recent being adoption of the TAP System Master Plan as the guiding planning document for TAP (Staff Report).

The Council also approved the supplemental budget resolution accepting the three million dollars in grant funding at the January 4, 2022 Council Business Meeting (Staff Report).

A previous PSC for a portion of this work scope came before the council on January 03, 2023, and was subsequently awarded to RH2.

BACKGROUND AND ADDITIONAL INFORMATION

The **purpose** of this project is to develop the engineering plans, specifications and estimates for improvements to the TAP system as defined in the TAP Master Plan and covered by the ARPA grant. Talent, Ashland and Phoenix have entered into an Intergovernmental Agreement (IGA) for Ashland to manage the projects and ARPA funding.

The project was formally solicited on the OregonBuys on May 16, 2023 and a response was received on June 20, 2023. A single proposal was submitted by RH2 Engineering Inc. for the project. The proposal was graded by Jason Strait (Project Manager), Karl Johnson (Associate Engineer), and Scott Fleury (Public Works Director).

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
RH2 Engineering Inc.	262 (87.3 avg)	1

After scoring was completed, RH2 Engineering Inc. was notified of the City's intent to begin scope and fee negotiations for the project. Through several discussions a final scope and fee was agreed upon in concept by Talent, Ashland, Phoenix and RH2 Engineering Inc. The scope and fee is part of the professional services contract, reference attachment #1. In addition, the contract and scope have been approved by Business Oregon as required through the ARPA funding mechanism.

Project Description:

This contract supports the development of plans, specifications, bid packages and estimates for the following improvements:

1. Building Seismic Study– Talent Booster Pump Station (BPS)
    a. Investigate and assess the design and construction of the Talent Booster Pump Station building for structural seismic resilience and recommend design changes.
2. Bi-Directional Flow Connection – Ashland to TAPS
    b. Modifications to allow potable water flow from Ashland to TAPS. Work is likely to include modifications to the Ashland BPS bypass piping and to a back flow vault as well as the installation of a new pressure reducing valve. In the City of Phoenix the work is likely to include the installation of a new vault, meter and pressure reducing valve. Changes to control systems at the various pumps stations may also be required.
3. Water Main Seismic Design – Main TAPS Pipeline in Phoenix

c. Modifications to approximately 1800 lineal feet of the 24" TAPS water pipeline running through a potential area of seismic instability to reduce risk of failure in the event of an earthquake.

FISCAL IMPACTS

The proposed fee for the engineering and construction administration for the project is $196,650 and is funded 100% from the ARPA grant received. Construction cost estimates will be updated during the design process and staff will bring forward future construction contracts arising from this PSC for award by the City Council. If the grant amount is exceeded in the construction phase then each community will pay their appropriate share based on the TAP Master Plan cost allocation basis.

DISCUSSION QUESTIONS

Does the Council have any questions about the professional services contract for TAP improvements?

SUGGESTED NEXT STEPS

Next steps include issuing a notice to proceed after award of contract and begin coordinating the schedule of work activities with RH2.

Staff will coordinate design development and review with the TAPS partner cities.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to approve a Legal Department approved professional services contract with RH2 Engineering Inc. for TAP system improvements in the amount of $196,650.
- I move to request Public Works perform a new solicitation for the project.

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract with RH2 Engineering

PERSONAL SERVICES AGREEMENT (greater than $35,000.00)

CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006	CONSULTANT: RH2 ENGINEERING, INC. CONSULTANT'S CONTACT: Jeff Ballard ADDRESS: 3553 Arrowhead Dr, STE 200 Medford, OR 97504 EMAIL: jballard@rh2.com

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and RH2 Engineering, Inc., a foreign business corporation ("hereinafter "Consultant"), for Engineering Design for ARPA Tap Scope 2.

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 June 30, 2025.
2. **Scope of Work:** Consultant will provide Engineering Design for ARPA Tap Scope 2 as more fully set forth in the Consultant's Scope of Work dated August 2023, 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, 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 at the hourly rates and for the amounts actually incurred for

any subcontracting activities as set forth in Consultant's fee schedule entitled "RH2 Engineering, Inc. 2023 Schedule of Rates and Charges" which is attached hereto as "Exhibit C" and incorporated herein by this reference, 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 **$196,650.00 (ONE HUNDRED NINTY-SIX THOUSAND SIX HUNDRED AND FIFTY U. S. DOLLARS)** as detailed in "Exhibit B" 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. All reuse not occurring as part of this Work shall be without liability to the Consultant.

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 $25,335.05 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 E" 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 to the extent caused by or arising out of the intentional or negligent acts, errors, or omission in 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; oriii. 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 claim. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. "Tail" coverage will be required at the completion of the Work under this Agreement for the remaining Term, and for not less than twenty-four (24) months after completion of all Work. Consultant shall be responsible for furnishing certification of the "tail" coverage as described herein or continuous "claims made" liability coverage for not less than twenty-four (24) months following completion of all Work, provided that the continuous "claims made" coverage has a retroactive date on or before the Effective Date of 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: The 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 D" and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
Joseph L. Lessard, City Manager

_____
Date

Purchase Order No. _____

RH2 ENGINEERING, INC. (CONSULTANT):

By: _____
Signature

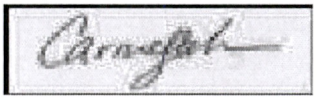
_____
Printed Name

_____
Title

_____
Date

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:



_____
Assistant City Attorney
9.6.23

_____
Date

EXHIBIT A
Scope of Work
City of Ashland
Talent-Ashland-Phoenix (TAP) Water System Improvements Project

City of Ashland Project No. 2021-13b
August 2023

Background

The Talent-Ashland-Phoenix (TAP) water system initially was developed in the early 2000s and delivers potable water from the Medford Water Commission to the Cities of Talent, Ashland, and Phoenix (Cities). The TAP system includes several miles of large diameter transmission lines, three booster pump stations (BPS), and associated reservoirs. The TAP water system is the only water source for the City of Talent (Talent) and the City of Phoenix (Phoenix) and is a supplemental water source for the City of Ashland (Ashland). All three Cities collaborate to manage and maintain the TAP system for the benefit of the partner Cities.

In 2020, the *TAP Water System Master Plan* (WMP) was completed and includes a summary of current management, operations, and maintenance, and identifies specific capital improvement projects for the system. The water system improvements identified in this Scope of Work are derived from the WMP. The identified improvements are part of the individual water systems of the Cities. However, Ashland is administering the contract for the work in coordination with the other Cities.

RH2 Engineering, Inc., (RH2) was selected through a Request for Proposal solicitation issued by Ashland in May 2023 to provide professional engineering services for the design and construction period services for the following improvements:

- Talent BPS seismic study and recommendations to comply with seismic resilience standards.
- Design improvements at Ashland BPS and Talent BPS improvements to allow Ashland to supply emergency water supply to Talent and Phoenix.
- Phoenix 24-inch pipeline replacement to meet seismic resiliency goals.

This Scope of Work details the tasks that will be performed by RH2. *Unless otherwise indicated in a specific task, RH2 will rely on the accuracy and completeness of any data, materials, or information generated or provided by the Cities or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information. It is assumed that reviews and comments required of the Cities will be provided in a timely manner.*

All deliverables will be provided in electronic (PDF) format unless otherwise noted.

Task 1 – Project Management/Administration Services

Objective: Manage the project scope, budget, and schedule, and coordinate with Cities staff.

Approach:

1.1 Manage the RH2 Project Team – Manage the RH2 project team to track work elements accomplished, work items planned for the next phase, man hours, scope changes, time, and budget needed to complete the work. Submit monthly invoices summarizing costs and remaining budget.

1.2 Coordinate with Ashland – Provide correspondence and coordination with the Ashland project manager and staff. *Correspondence will include RH2 and Ashland project manager check-in calls.*

RH2 Deliverables:

- Monthly invoices.

Task 2 – Kick-Off Meeting and Data Review

Objective: Review the project information and data, and work with Cities staff to prepare the design criteria for the improvements at each facility. Attend a kick-off meeting with the Cities.

Approach:

2.1 Perform Data Review – Review provided construction/as-built drawings and records of the facilities to determine if other information is needed and/or available for the project.

2.2 Attend Kick-Off Meeting – Prepare for and attend one (1) kick-off meeting with the Cities to determine design criteria. Visit the sites to confirm planned improvements and collect additional field data.

Assumptions:

- *RH2 will perform an evaluation of information provided by the Cities and others, as needed, to develop the design criteria. Unknowns, assumptions, and other issues that may impact the accuracy of the designs will be identified and provided to the Cities for review and discussion. If additional effort is required to further investigate these issues, a modification to this Scope of Work may be mutually negotiated between RH2 and the Cities.*
- *This Task will include site visits to two (2) facilities: Talent BPS, and Ashland BPS. Information gathered from these visits will be used for the remaining tasks in this Scope of Work.*

Provided by Ashland:

- Available construction/as-built documents for the pump stations for use by RH2.
- Construction submittals submitted to the owner during construction or Operations and Maintenance (O&M) Manuals containing relevant documentation.

- Identification of current flow parameters and long-term planned design flow parameters for each facility to aid in equipment selection.

RH2 Deliverables:

- Design criteria.
- Attendance at kick-off meeting and site visits.

Task 3 – Topographic Survey

Objective: Acquire up-to-date survey data of the project sites for design purposes, including topography and existing utilities throughout the pipeline alignment along Highway 99 (approximately 0.6 miles). Subcontract with Pariani Land Surveying LLC (PLS) to survey the site. Evaluate utility locates and survey limits. Coordinate with PLS for survey standards and AutoCAD format, and review survey.

Approach:

3.1 Coordinate Survey – Subcontract and coordinate with PLS for to perform topographic survey for the BPS sites and pipelines.

3.2 Attend Site Visit – Attend one (1) site visit to evaluate utility locates and survey limits.

3.3 Review Survey Data – Review survey data for the pipelines.

Assumptions:

- *Vertical datum will be based on North American Vertical Datum of 1988 (NAVD 88) as derived from the Oregon Department of Transportation (ODOT) Oregon Real-Time GNSS Network.*
- *PLS will coordinate the on-site utility locates and provide stamped topographic survey drawings and AutoCAD existing base map files for use in design.*
- *Survey will be performed with aerial LiDAR data.*
- *Utilities will be tied with terrestrial survey.*

RH2 Deliverables:

- Electronic copies of the AutoCAD survey files (AutoCAD and PDF).
- Attendance at one (1) site visit.

Task 4 – Assess Existing Talent BPS/Shop

Objective: Coordinate and assist with identification of key elements in the Talent BPS lateral-load resistance system, steel building condition, and status of non-structural elements per the Technical Council on Lifeline Earthquake Engineering (TCLEE) checklists for an Administration, O&M Facility structure. Information gathered in Task 4 will be used to complete Task 5. *Note, RH2 may discover that the concealed building elements are adequate without retrofit. RH2 also may discover that the*

BPS building cannot be reasonably or economically retrofit (in which case, planning for building replacement could be recommended).

Approach:

4.1 Coordinate Concrete Non-Destructive Testing – Coordinate with Ashland's Special Inspection Agency for non-destructive testing to identify the presence and spacing of reinforcement in the stem wall and footing, floor slab, and piers at the bases of the building frames. *It is assumed that Talent personnel, prior to the special inspector's arrival, will excavate/expose a 3-foot-wide section of exterior stem wall and footing and will remove the panels obscuring anchorage in two (2) locations: 1) an interior frame; and 2) a corner column. Talent personnel will reattach those panels and replace and compact excavated soil following the site visit.*

4.2 Assess Steel Building Condition – Coordinate with Ashland's steel building contractor to inspect the condition of the steel building connectors and components.

4.3 Identify Anchorage and Footings – Identify the size, spacing, and side cover of anchors and the size of pier footings at typical interior frames and at building corners.

4.4 Perform TCLEE Assessment – Evaluate the shop per the TCLEE checklists for an Administration, O&M Facility structure.

4.5 Flag Elements for Additional Anchorage or Restraint – Mark, with flagging tape or other means, elements that should be anchored or restrained to meet TCLEE requirements/ recommendations.

Assumptions:

- *It is assumed that the generator, which the Talent BPS relies on for post-earthquake emergency power, will be anchored and/or replaced with a fixed generator as part of a separate project; therefore, it is not mentioned further in this Scope of Work.*
- *It is assumed that Ashland will contract directly with a Special Inspection Agency and with a steel building contractor to complete the non-destructive testing and building assessment, respectively. RH2 is not responsible for the site safety, means and methods, or direction of others.*

Provided by Talent:

- Before arrival of testing agency, expose the elements that must be inspected, as described is subtask 4.1.
- Access to the facility during assessment with staff available to respond to questions.

RH2 Deliverables:

- One (1) site visit.
- Review and summary of findings.

Task 5 – Identify Talent BPS Improvements

Objective: Based on the results of Task 2, identify improvements to increase the Talent BPS's seismic resilience based on the results of Task 4.

Approach:

5.1 Identify Improvements – Prepare brief descriptions of the improvements to be made to the Talent BPS to improve its seismic resilience and employee safety.

5.2 Prepare Engineer's Opinion of Probable Construction Cost – Prepare Engineer's opinion of probable construction cost (OPCC) for the Talent BPS seismic improvements.

Assumptions:

- *No plans are anticipated to be needed.*
- *It is assumed that the City will perform all needed services during bidding, contractor selection, and construction.*

RH2 Deliverables:

- List of seismic and/or safety improvements to be made.
- Engineer's OPCC.

Task 6 – Ashland and Talent BPS Improvements

Objective: Design and manage the installation of flow control improvements that allow the Cities to provide water from Ashland to Talent and Phoenix during emergencies through the Ashland and Talent BPSs. The planned Ashland improvements will be outside of the existing BPS but within the existing waterline easements between the BPS and Highway 99. The improvements are planned to include the installation of pressure reducing flow control valves in a vault connecting the suction and discharge piping from the BPS. The Talent BPS improvements are planned to be within the existing Talent BPS facility.

Approach:

6.1 Select Pressure Reducing Flow Control Valves – Review flow requirements provided by the Cities and select valves that match the flow and pressure requirements established. Provide available options to the Cities for review and comment.

6.2 Design Electrical and Control – Design the modifications necessary to install and operate the flow control valves. Prepare 60-percent, 90-percent, and bid-ready design submittals for the Cities' review. Prepare Engineer's OPCC. *Control system design will be added to the existing controls at the facilities. Control System engineering will be provided by RH2's wholly owned subsidiary, Control Systems NW LLC.*

6.3 Design Mechanical Improvements – Design the modifications necessary to install and operate the flow control valves and meters. Prepare 60-percent, 90-percent, and bid-ready design submittals for the Cities review. Prepare Engineer's OPCC.

6.4 Prepare Specifications – Prepare front-end and technical specifications for use during the bidding phase. Prepare 60-percent, 90-percent, and bid-ready submittals for the Cities review. *Front-end specifications will be based on the Ashland template to be provided. Technical specifications will be in RH2's modified Construction Specifications Institute format.*

6.5 Provide Services During Construction – Provide engineering services during the construction phase to facilitate project completion as follows:

a) Prepare Construction Package – Prepare construction plan sets and specifications and produce PDF version of documents to be provided to the City and the contractor.

b) Correspond with City and Contractor – Maintain ongoing communications with City staff and the contractor as necessary to facilitate project construction. *This subtask is assumed to span the duration of services during construction.*

c) Attend Pre-Construction Meeting – Coordinate and attend one (1) pre-construction meeting with City staff and the contractor, respond to questions, and prepare meeting agenda and minutes.

d) Review Construction Documents – Review and prepare responses as appropriate for submittals (includes shop drawings, catalog submittals, and other data), pay requests, requests for information (RFIs), and change order requests.

e) Provide On-Site Construction Observation – Provide part-time on-site construction observations to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications. *Observation services will be provided on an as-needed basis as requested by the City. Up to sixty (60) hours have been budgeted for this subtask.* Prepare observation reports following on-site observations.

f) Attend Testing and Startup – Provide technical expertise during testing and startup. Attend startup to confirm performance. Perform an electrical and controls check.

g) Prepare O&M Manual – Prepare O&M Manual. This manual will build upon and include existing O&M manual materials.

Assumptions:

- *Ashland and Talent will administer and manage all aspects of project construction and provide full-time on-site inspection, and RH2 will support this effort only as explicitly stated herein. It is assumed that Ashland will work directly with the contractor regarding contracting, work progress and schedule, claims, protests, and all other aspects to manage construction of this project. It also is assumed that Ashland will provide the award letter, notice to proceed, substantial completion letter, physical completion letter, punch list, and all other documentation necessary for project administration and completion.*
- *The number of hours estimated to perform Services During Construction is based on similar projects with similar complexity and depend in part on the contractor awarded the project. The number of hours spent may vary depending on the completeness, responsiveness, and*

clarity of each document provided by the contractor, field conditions encountered, and other factors. These services shall be performed up to the level included in the attached Fee Estimate.

- *RH2 is not responsible for site safety, means and methods, or for directing the contractor in their work.*
- *O&M Manual will rely on information within existing O&M manuals provided by the Cities. Information within the new O&M Manual will build upon, refer to, and/or modify the existing O&M manual materials.*

Provided by Cities:

- Redline markups to 60-percent and 90-percent design deliverables received within two (2) weeks of submission.
- Construction administration and management.
- Attendance at the pre-construction meeting.
- Construction contract execution, construction inspection, letters, and all other documentation needed for project administration and closeout.

RH2 Deliverables:

- Valve options for Cities review and comment.
- Design plans and specifications at 60-percent, 90-percent, and bid-ready.
- Engineer's OPCC.
- Conformed for construction plan sets and specifications.
- Correspondence with Cities' staff and the contractor as required.
- Attendance at the pre-construction meeting and meeting agenda and minutes.
- Submittal review responses, recommendations for payment, RFI responses, and change orders.
- Observation reports following on-site observations via email.
- Attendance at startup and testing.
- O&M Manual.

Task 7 – Phoenix Pipeline Design

Objective: Prepare design plans and bid documents for the installation of approximately 2,900 linear feet of 24-inch ductile iron waterline to replace seismically susceptible infrastructure.

Approach:

7.1 Prepare 50-Percent Design: Develop 50-percent design level plans and an OPCC for the installation of 24-inch ductile iron waterline. Provide plans for the City for review and comment.

7.2 Prepare 100-Percent Design: Develop 100-percent design level plans, technical specifications, and an OPCC based on comments received on the 50-percent design. Provide plans to the City for review and comments.

7.3 Develop Bid-Ready Design: Develop the bid-ready design package, including front-end documents.

Assumptions:

- *No geotechnical investigations are included in this Scope of Work. RH2 will review geological information available from the United States Department of Agriculture, the Oregon Department of Geology and Mineral Industries, and any geological data provided by the City relevant to the project area.*
- *Technical specifications will be prepared as special provisions to the Oregon Standard Specifications for Construction, 2021 Edition, as published by ODOT and the American Public Works Association.*
- *Front-end documents will be prepared by RH2 on a City-supplied template.*

Provided by City:

- Redline markups to 50-percent and 100-percent design deliverables received within two (2) weeks of submission.
- Front-end construction contract templates.

RH2 Deliverables:

- 50-percent plans and OPCC.
- 100-percent plans, technical specifications, and OPCC.
- Bid-ready plans, technical specifications, front-end documents, and OPCC.

Task 8 – Services During Bidding and Award

Objective: Provide engineering services during the bidding phase of the project to assist the City with securing a qualified contractor to construct the project.

Approach:

8.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process. Prepare up to one (1) addendum, if determined necessary, during the bidding process. *It is assumed that up to one (1) addendum may be needed.*

8.2 Assist with Bid Opening and Bidder Evaluation: Review specialty contractor prequalification applications as part of the bid review process. Review subcontractors, suppliers, and others proposed by the prime contractor, if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

Assumptions:

- *The City will be responsible for advertising the project for bids, producing and distributing the bidding documents, and paying any applicable fees. RH2 will refer interested bidders with questions to the City.*
- *The City is responsible for construction contract execution.*

Provided by City:

- Bid advertisement and payment of any associated fees.
- Fielding bidder questions and referring technical questions to RH2.
- Construction contract execution.

RH2 Deliverables:

- Up to one (1) addendum.
- Responses to contractor or supplier questions via telephone or email.
- Tabulation of bids received during bid opening.
- Letter of recommendation for award.

Task 9 – Services During Construction

Objective: Provide limited construction contract administration services during project construction to support the City. *RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.*

Approach:

9.1 Prepare for and Attend Pre-Construction Conference: Prepare for and attend one (1) pre-construction conference with the contractor, City, RH2, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

9.2 Review RFIs and Change Order Proposals: Review written RFIs and change order proposals and provide written responses to the City.

9.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and "or-equal" items proposed for use by the contractor.

9.4 Provide Periodic Field Observation and Attend Construction Meetings: Provide part-time observation of the construction work in progress, including construction observation reports for each visit. *It is assumed that part-time construction observation includes, on average, approximately four (4) hours per day for four (4) weeks of construction observation. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction.* Meet with the City and contractor weekly to review the contractor's progress. Prepare weekly meeting agenda and minutes. Assist the City with project closeout services, including the production of a punch list and review of punch list completion. Prepare a recommendation letter for project acceptance.

9.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and City inspector redlined markups to as-bid drawings.

Assumptions:

- *Submittal review is assumed to be five (5) submittals with 25-percent resubmittal, including the project schedule and schedule updates.*
- *RH2 is not responsible for site safety, means and methods, or for directing the contractor in their work.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing record drawings.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor that is awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the Fee Estimate in addition to a contingency amount. This contingency could cover additional services if a more intensive level of observation and construction support is necessary.*

Provided by City:

- Contractor selection and construction management.
- Correspondence with contractor and RH2.
- Construction monitoring.
- Issuing required notifications to contractor.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Submittal review and documentation.
- RFI and change order review and documentation, if required.
- Construction meeting agendas and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized.
- Construction observation reports from site visits.
- Punch list.
- Letter recommending project acceptance.
- Record drawings in PDF and AutoCAD DWG format, including external references, prepared in accordance with City standards.

Project Schedule

The schedule for this project will be determined after execution of the contract. RH2 is aware of the funding time constraints and will endeavor to work within these requirements. Project completion is anticipated to occur by 2027 or sooner. The order in which the separate projects will be completed will be at the discretion of the Cities.

EXHIBIT B

Fee Estimate
City of Ashland
Talent-Ashland-Phoenix (TAP) Water System Improvements
Aug-23

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management/Administration Services	60	$ 14,576	$ -	$ 419	$ 14,995
Task 2	Kick-Off Meeting and Data Review	10	$ 2,358	$ -	$ 79	$ 2,437
Task 3	Topographic Survey	11	$ 2,299	$ 6,325	$ 153	$ 8,777
Task 4	Assess Existing Talent BPS/Shop	20	$ 4,320	$ -	$ 938	$ 5,258
Task 5	Identify Talent BPS Improvements	9	$ 1,970	$ -	$ 187	$ 2,157
Task 6	Ashland and Talent BPS Improvements	272	$ 49,504	$ -	$ 4,207	$ 53,711
Task 7	Phoenix Pipeline Design	394	$ 71,892	$ -	$ 6,690	$ 78,582
Task 8	Services During Bidding and Award	8	$ 1,900	$ -	$ 95	$ 1,995
Task 9	Services During Construction	144	$ 25,878	$ -	$ 2,860	$ 28,738
	PROJECT TOTAL	**928**	**$ 174,697**	**$ 6,325**	**$ 15,628**	**$ 196,650**

EXHIBIT C RH2 ENGINEERING, INC. 2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$162	$/hr
Professional II	$176	$/hr
Professional III	$198	$/hr
Professional IV	$216	$/hr
Professional V	$229	$/hr
Professional VI	$247	$/hr
Professional VII	$263	$/hr
Professional VIII	$275	$/hr
Professional IX	$275	$/hr
Technician I	$124	$/hr
Technician II	$137	$/hr
Technician III	$154	$/hr
Technician IV	$169	$/hr
Technician V	$183	$/hr
Technician VI	$201	$/hr
Technician VII	$218	$/hr
Technician VIII	$228	$/hr
Administrative I	$83	$/hr
Administrative II	$97	$/hr
Administrative III	$114	$/hr
Administrative IV	$137	$/hr
Administrative V	$160	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT D

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 local 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 E

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.

$18.12 per hour, effective June 30, 2023.

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 **$25,335.05** 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 **$25,335.05**.
- 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 employee

CITY OF ASHLAND

Exhibit F

ARPA/SLFRF Required Contract Clauses

Purpose: The purpose of this reference is to assist ARPA grant award recipients by summarizing required contract clauses consistent with the federal Uniform Guidance requirements that are applicable to the State and Local Fiscal Recovery Funds (SLFRF) program as part of the American Rescue Plan Act (ARPA).
As described in this document a "recipient" is a recipient of an APRA funded grant award from Business Oregon.

The SLFRF awards are generally subject to the requirements set forth in the **The Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (commonly called "Uniform Guidance"). The "Uniform Guidance" is the set of federal rules (administrative requirements, cost principles, and audit guidelines) that apply to federal money. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements. Please see the SLFRF Compliance and Reporting Guidance page 12 for full Award terms and conditions.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water and sewer infrastructure projects.

Contract Clause Checklist

Directions:
Appendix II of 2 CFR 200 (The Uniform Guidance) outlines the contract provisions that you must place in contracts with your contractors, and in contracts with subrecipients (if any). The checklist below contains these standard clauses for inclusion in contracts needed to utilize ARPA funds.

Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

☐ **Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

☐ **Whistleblower** - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

☐ **Inspections; Information** - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

☐ **Equal Opportunity** - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

☐ **Copeland "Anti-Kickback" Act** - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

☐ **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **Prohibition on purchasing telecommunications or surveillance equipment, services, or systems.** As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

☐ **Preference to United States made goods.** - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Clauses for Contracts Over $10,000:

Creating a contract over $10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

☐ **Procurement of recovered materials over $10,000. -** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **Termination for cause and for convenience** - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Additional Clauses for Contracts Over $100,000:

Creating a contract over $100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

☐ **Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☐ **Note: Only include for contracts that involve the employment of mechanics or laborers.** The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over $100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over $150,000:

Creating a contract over $150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

☐ Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over $250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over $250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

☐ Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying
(Awards to Contractors and Subcontractors in Excess of $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed:_____
Title: _____
Date: _____

Council Business Meeting

September 19, 2023

Agenda Item	Ashland Park Commission Position #1 Vacancy	
From	Leslie Eldridge, Interim Director	Ashland Parks & Recreation Commission
Contact	Leslie.Eldrige@ashland.or.us 541-552-2251	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐	

SUMMARY

This agenda item is the City Council election to fill the vacant Ashland Park Commissioner Position #1.

Leslie Eldridge resigned from the Ashland Park Commission as of July 31, 2023, to accept the Interim Director position for APRC. The Parks Commissioners opened a process on August 10, 2023, to select a candidate to fill Position #1 through December 31, 2024.

The Council must appoint/elect replacements within 60 days of the effective dates of the individual resignations (see Article III – Elective Officers, Section 4 - Vacancies of the City Charter below under Policies, Plans & Goals Supported). The 60-day deadline for the vacant Commission Position #1 is October 31, 2023.

The Ashland Parks and Recreation Commission (APRC) adopted the below outlined process for soliciting applicants and conducting the election to fill the vacant Commissioner position. The process has previously been used by the APRC to fill other elected officer vacancies.

1. Ashland citizen applications for the vacant position were due by 5:00 p.m. on August 23, 2023; and required a resume or C.V.
2. Interviews of applicants by all Commissioners.
3. APRC election at Business Meeting to fill the vacant position and send the recommendation to City Council.
4. City Council accepts the appointment of the APRC Commissioner at Business Meeting to fill the vacant Commission position within the 60-day deadline.

The City received eight (8) applications to fill the vacant Park Commission Position by the Aug. 23 application deadline. With one person withdrawing their application before the interview process.

- L. Fernanda Mejia Arroyo
- Julian Bell
- Naiyabingi Budler
- Priscila Franco
- Stefani Seffinger
- Michael Stringer
- Daniel Weiner

To select the vacant position, APRC used a ranked voting process that was voted on and approved by the Commission. This process includes four rounds of voting.

1. Round #1: Each Commissioner will vote for their top three choices, ranking them 1 (1st preference), 2 (2nd preference), or 3 (3rd preference). These votes will be tabulated by staff and publicly disclosed. If a candidate receives three first place votes, that candidate wins the vote and the process ends. Otherwise, those receiving either a first, second or third place vote advance to Round #2.
2. Round #2: Each Commissioner will vote for their top two choices, ranking them 1 (1st preference), or 2 (2nd preference). These votes will be tabulated by staff and publicly disclosed. If a candidate receives three first place votes, that candidate wins the vote and the process ends. Otherwise, those receiving either a first or second place vote advances to Round #3.
3. Round #3: Each Commissioner will vote for their top choice of the remaining candidates. These votes will be tabulated by staff and publicly disclosed. If a candidate receives three first place votes, that candidate wins the vote and the process ends. If the vote is inconclusive, candidates receiving votes advance to Round #4.
4. Round #4: Each Commissioner will again vote for their top choice of the remaining candidates. These votes will be tabulated by staff and publicly disclosed. If a candidate receives a majority of first place votes, that candidate wins the vote and the process ends. If the vote remains inconclusive, a motion to extend the voting for one or more rounds will be allowed to arrive at a majority of first place votes.

If Commissioners are unable to arrive at a majority vote, the winner will be determined by coin toss. Interim Director Eldridge will toss the coin, selecting which candidate is heads and which is tails until a winner is determined.

At the APRC Special Business Meeting on September 6, 2023 the APRC Commissioners selected Stefani Seffinger after one round of voting. Seffinger was ranked in 1st place by three Commissioners and in 3rd place by one Commissioner.

POLICIES, PLANS & GOALS SUPPORTED

City Charter Article III – Elective Officers, Section 4 – Vacancies specifies the City Council has sixty (60) days from an effective resignation date to fill a vacated Elected Officer position:

Section 4. Vacancies An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony; other offense pertaining to his/her office, or unlawful destruction of public records; resignation; recall from office or ceasing to possess the qualifications for the office; or, in the case of the Mayor or Council Member, upon his/her absence from the City for thirty (30) days

without the consent of the Council or upon his/her absence from meetings of the Council for sixty (60) days without like consent, and subsequent declaration of the vacancy by a two-thirds affirmative vote of the Council.

A vacant elective office in the City shall be filled within sixty (60) days by the Council electing some qualified person to fill such vacancy. The appointee's term of office shall begin immediately upon appointment and shall continue until a successor, elected at the next biennial election, takes office for the unexpired term. The Council shall have the power, by a two-thirds affirmative vote, to expel any member of the Council for disorderly conduct in Council or inattention to duties. No Council member shall be expelled without notice and a hearing by the Council.

FISCAL IMPACTS

N/A

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

APRC is recommending that City Council accept the appointment of Stefani Seffinger to Position #1 of the Ashland Park Commission.

REFERENCES & ATTACHMENTS

APRC Commissioner Applications
APRC Voting Sheets
APRC Voting Tabulation

*** FORM FIELD DATA***
Name: **L. Fernanda Mejia Arroyo**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Family Engagement and Outreach Supervisor with the Oregon Child Development Coalition**
Biggest Issues: **I think APRC needs more diversity. It needs people that bring new and fresh ideas to the table. Some issues I would like to see addressed are: 1) Dog park on the other side of town 2) New community pool 3) Homeless shelter 4) More kids and beginners mtbiking trails**
Govt Experience: **I have not**
NonGovt Experience: **I don't have any non-governmental experience but I believe I have ideas that I can bring to the table. I'm passionate about the outdoors and how they can make a community healthier.**
Educational background: **I have a bachelors in International business and a Master in Management**
Interest in this position : **I would love to bring new ideas to the table and also give back to the community**
Availability: **Yes**
Additional Information : **I moved here in the fall of 2010. I'm originally from Guanajuato, Ashland's sister city. I received a full scholarship from the Council of Science and Technology of Mexico to pursue my master's degree and with the Amistad program between the University of Guanajuato and SOU I was able to enroll here. I am an active member of the mountain bike community and a coach with Ashland Devo**
Resume Upload file: **Fernanda Mejia-Resume225140534.DOCX**
Signature: **Laura Fernanda Mejia Arroyo**

LAURA FERNANDA MEJIA ARROYO

[redacted]

OBJECTIVE

To accomplish a highly rewarding career in a challenging and healthy work environment where I can use my skills and knowledge for the growth of the organization.

SUMMARY OF QUALIFICATIONS

- 10 years experience working for non-profit agencies
- 2 years experience working for the government of the State of Guanajuato
- 2 year experience working for Bike Mexico Magazine as a contributing writer

EXPERIENCE

OREGON CHILD DEVELOPMENT COALITION **August 2015-Present** *Ashland, OR*
ERSEA FAMILY AND COMMUNITY PARTNERSHIP SYSTEM SUPERVISOR

- Eligibility, Recruitment, Selection, Enrollment and Attendance – Meeting and maintaining 100% of funded enrollment for all county programs in accordance with Head Start Performance Standards and Agency guidelines; managing family recruitment activities in all service areas prior to start-up; collaborating with Family and Health Services on the completion of enrollment packets prior to start-up; coordinating and assisting with enrolling families into the program; reviewing all enrollment documentation to determine eligibility and ensure compliance with Agency guidelines; being responsible for recruitment of children with disabilities to ensure 10% of county's enrollment to meet federal criteria; entering ERSEA data into STATUS; overseeing Average Daily Attendance and monitoring this with the Family and Health Service Supervisor; ensuring team approach is utilized in all recruitment activities; responsible for development of a recruitment plan for county programs.
- Family and Community Partnership Development – Participating in local community advocacy and supporting networks that provide services to families served by the program; encouraging parent participation in all programs; scheduling calendar of parent events for program year in conjunction with all other program service areas; coordinating parent events based on family interest questionnaires; involving parents in community activities and groups; monitoring literacy funds and parent activity funds to set up literacy.
- Maintaining system tracking, documentation and provision of resources – implementing systems for training and tracking volunteer participation; ensuring all relevant Parent Involvement information is entered into STATUS and/or SAMOA; maintaining documentation and accurate records related to Parent Involvement services areas; ensuring establishment and maintenance of Parent Resource Room and encouraging parents to use the resources provided.
- Development of community outreach and partnership building: participating in gathering and compiling Community Needs Assessment; attending community meetings; identifying areas for Resource Development and organizational capacity building; developing Interagency Agreements, Memorandum of Understanding and contracts; developing a monthly newsletter for parents and community.

SOUTHERN OREGON HEAD START **October 2012-August 2015** *Medford, OR*
BILINGUAL ENROLLMENT SPECIALIST

- Recruitment, application, and selection – Carry out the recruitment, application and selection procedure in accordance with State, Federal and Policy Council guidelines
- Filing – Sort cross reference, and file letters, reports and other documents
- Translate documents from English to Spanish and Spanish to English
- Appointments – Make, track and follow through on appointments and information received for such
- Referrals – Set up, send and maintain referrals
- Supplies – Manage, order and inventory supplies

- Trainings and Meetings – Cross train in variety of service areas and provide training for peers; schedule trainings and workshops; prepare training materials

AMY'S KITCHEN **July 2012-October 2012** *White City, OR*
INTERN

- Research and make recommendations for new scheduling software to improve their scheduling methods
- Work with Sanitation and Kitchen Department Managers to set up training schedules for staff to attend specific safety training to include the Alchemy monthly training modules, Hazardous Communication, LOTO, and wearing PPE
- Translate into Spanish the company safety policies and practices
- Translate into Spanish the Training Matrix binders to ensure the SSOP's are used as training tools
- Identify where additional training is needed

COUNCIL ON SCIENCE AND TECHNOLOGY OF THE STATE OF GUANAJUATO **August 2008-August 2010** *Guanajuato, Mexico*
SPECIAL PROJECTS DEPARTMENT

- Supervise the three key programs in this department: Diplomado Aprendiendo Ciencias, Verano de la Investigacion y Talleres de Ciencia para Niños
- Define project objectives, develop and drive integrated project plans, aligning project tactics with project strategy
- Work closely with the board of academic researches to gather the end result of each teacher at the end of the program to show their impact on their students
- Assist in preparing and monitoring of annual departmental budget

EDUCATION

ROGUE COMMUNITY COLLEGE **January 2021-** *Medford, OR*
EARLY CHILHOOD DEVELOPMENT CERTIFICATE

SOUTHERN OREGON UNIVERSITY **September 2010-June 2012** *Ashland, OR*
MASTER IN MANAGEMENT

UNIVERSITY OF GUANAJUATO **August 2002-August 2007** *Guanajuato, Mexico*
BA IN INTERNATIONAL COMMERCE

SKILLS

- Customer Service
- Market Research
- Social Media
- Strategic Planning
- Spanish and French

OTHER ACTIVITIES

- Coach Assistant with Ashland DEVO
- Ambassador for Juliana Bicycles
- Amateur bicycle racer. 2nd place at Oregon 24hr MTB race 2014. Completed BC Bike Race (2008 and 2011), 2013 Cat 1 Ashland Spring Thaw winner, 2013 Cat 1 Ashland Hill Climb winner, 2007 Guanajuato MTB State Champion

*** FORM FIELD DATA***

Name: **Julian Bell**

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Occupation : **Physician**

Biggest Issues: **Building strong relationships between APRC and the City of Ashland staff; simplifying and coordinating HR practices between APRC and the City of Ashland; continuing to promote diversity equity and inclusion; increasing outreach and developing relationships with community leaders and members. Working to fulfill the recommendations of the Pool Ad Hoc Committee and ensure continuous operation of the community pool during the summer. Completing the Zero East Main neighborhood park including a dog park, bike skills park, pump track, recreation area and community garden. Developing a business plan for Oak Knoll Golf Course. Developing an environmental sustainability and implementation plan. Continuing to develop trail connectivity between National Forest land and town centers including securing easements on private land to maintain public access to the City of Ashland trails network. Creating a master plan for APRC. Developing a stable funding plan to ensure long term f i scal stability for APRC. Developing additional strategies to enhance public use and value from APRC parks and resources.**

Govt Experience: **Yes, I was an APRC Commissioner from January 2018 until December 2022; I was a member of the Ashland Climate Policy Commission from Sept 2019 to April 2021.**

NonGovt Experience: **Washington State Medical Association Physician Leadership Course; training in physician leadership: performance improvement, patient safety, and high reliability; leadership and management of individuals, teams and organizations; planning and finance; and creating and maintaining a personal leadership development plan.**

Educational background: **Cornell University, BA, Anthropology 1995; New York Medical College, MD, 2000; Internal Medicine training, St Vincent's Hospital, Manhattan, NY, 2003; Specialty Training, Rush University Medical Center, Chicago, IL, 2006.**

Interest in this position : **I greatly enjoyed the time I spent working with the Ashland Parks and Recreation Commission and the staff of APRC. I very much appreciated the opportunity to contribute to the social infrastructure of our city. It would be an honor to be able to work with the Commission again.**

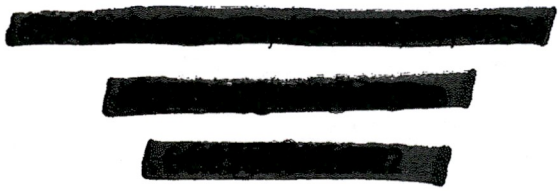
Availability: **Yes, in the past my work schedule has been relatively unpredictable, but it is now much more predictable and it will be straightforward to schedule APRC meetings during the day or during regularly scheduled evening meetings.**

Additional Information : **I have lived in Ashland since 2011 and my children were born in the Rogue Valley. The City of Ashland parks and recreation opportunities were a significant part of the reason my family moved to Ashland. My family greatly values and supports the Ashland parks and recreation services.**

Resume Upload file: **Resume, APRC 8-13-23224190258.DOC**

Signature: **Julian Bell**

Julian W Bell MD



Education:

2003 - 2006	Rush University Medical Center 1653 W. Congress Parkway Chicago, Illinois 60612	Fellowship, Pulmonary, Critical Care & Sleep Medicine
2000 - 2003	Saint Vincent's Hospital 170 West 12th Street, New York, NY 10011	Residency, Internal Medicine
1996 - 2000	New York Medical College 40 Sunshine Cottage Rd, Valhalla, NY 10595	Medical Doctor
1990 - 1994	Cornell University, KG17 Klarman Hall Ithaca, New York	B.A. Anthropology, with honors

Additional Coursework:

9-27, 9-28-2019 Washington State Medical Association Physician Leadership Course

Training in physician leadership: performance improvement, patient safety, and high reliability; leadership and management of individuals, teams and organizations; planning and finance; and creating and maintaining a personal leadership development plan

Volunteer Experience:

1-1-2018 to 12-31-2022	Ashland Parks and Recreation Commissioner (APRC) Ashland, Oregon.
9-1-2019 to 4-31-2021	Ashland Climate Policy Commission Ashland, Oregon

Current Position:

12-31-2011 to present	Providence Medical Group South 870 South Front St, Suite 200 Central Point OR, 97502 Tel 541 664 3346
12-31-2010 to 12-31-2011	Staff physician, pulmonary and critical care medicine Providence Medford Medical Center 1111 Crater Lake Av, Medford OR 97504 541 732 5000

*** FORM FIELD DATA***
Name: **Naiyabingi Budler**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Sports and Volunteer Coordinator at the Ashland Family YMCA**
Biggest Issues: **In this day and age I would say that all branches of government are experiencing a stretch in several directions where a lot is demanded of them so on top of the posted goals of the Commission I believe that there are new challenges surfacing that may not have previously been within the scope of the Commission. * Finding a balance between land usage and expansion of use while also maintaining safety, sustainability and aesthetic standards * Funding projects and remaining fiscally responsible despite new challenges and stretches * Staffing shortages within the Ashland Parks and Rec department * Resurrection of community engagement and collaboration post COVID * Meeting the requests of hikers, runners and mountain bikers to build new trails and increase access with respect to private land owners and public land management**
Govt Experience: **My experience with local government has been fairly limited, and I am working to change that. When I was growing up, my aunt was mayor of the town that I lived in (Manitou Springs, CO) I was able to attend council meetings and see some of the behind the scenes action. At my previous position at Rogue Valley Mentoring I met with policy makers and leaders such as; Pam Marsh, Jeff Golden and Eva Skuratowicz to brainstorm ways to improve our community and elevate youth voice. Other than that it has just been through voting or reading about projects that the local government is working on.**
NonGovt Experience: **In college I worked with the Gunnison County Substance Abuse Prevention Project (GCSAPP) and Crested Butte State of Mind and was part of several community projects where the needs of the people we served were constantly changing and needed to be taken into consideration every step of the planning process. I am a strong problem solver, I am motivated and task oriented. One of my strengths is looking at the big picture and breaking it down into small manageable steps and pieces to either delegate or handle myself. I have experience in event planning, strategic planning, and with gaps analysis. I helped start "better.together." a mental health stigma reduction campaign in the Gunnison Valley to unite the community and increase access to mental health resources. I am currently the Sports and Volunteer Coordinator at the Ashland Family YMCA where I work to increase youth engagement in sports and outdoor recreation and engage members of our community in the cause of b uilding healthy communities.**
Educational background: **My educational background is in Sociology, Exercise Sport Science and Psychology. I have my bachelors in Sociology, and am starting my Masters in Social Work in January 2024 with an emphasis in Health, Equity and Wellness.**
Interest in this position : **My desire to join the Parks and Recreation Commission is multifaceted. While reading your meeting notes, SWOT analysis, priorities and goals I was inspired by the process and the behind the scenes work that allows the wild spaces in and around Ashland to be accessible and maintained. Outdoor recreation has been a huge part of my life and access to the outdoors is something that I believe everyone deserves. I believe that the Parks and Recreation department has immense value and with the right people we can exceed our goals and meet the needs of the community. I am interested in this position because I believe that I have something to contribute to**

this community and I am very interested in supporting local government. I am looking for a growth opportunity along with the chance to collaborate with knowledgeable people for the benefit of land and people.

Availability: As far as availability goes I have a full time job and am starting my Masters but both have flexibility and I am prepared to make myself as available as possible. I am available for both of the Wednesday meetings at the minimum.

Additional Information : I was born in Ashland but I moved away for a large part of my life. I moved back a little over a year ago and I am determined to get connected and support in any way I can. I am here to learn, grow and build. I love the trail system here in Ashland, I love the parks we have and I want to work to maintain and revitalize. I am an outdoor enthusiast my favorite activities being: running on the trails (I live right by the Oredson Todd trails), pickleball in Lithia park, and kayaking in the rogue river. In addition to this I have a long term goal, to open my own healing center where families who have been impacted by a substance use disorder or mental illness can join together in the rehabilitation process using outdoor recreation as the space in which therapy and rehabilitation services can be delivered. My fianc? works at Rogue Valley Runners and I have connections with the running, mountain biking and rock climbing community. If you have any further questions or would like me to elaborate on anything please let me know. Any skills that I do not yet possess I am determined to build.

Resume Upload file: Naiya Budler Resume233160946.PDF

Signature: Naiyabingi Budler

Naiya Budler

[redacted] [redacted]

Western Colorado University (WCU), Gunnison CO, May 2022, GPA 3.8
BA: Sociology. Minors in Sport Psychology, Exercise Sport Science and Psychology

EXPERIENCE

Ashland Family YMCA; ***5/2023- present***

Sports and Volunteer Coordinator

- Develop and coordinate all youth and adult sports leagues, camps, events and clinics
- Supervise summer camp staff and sports support staff
- Coordinate volunteer outreach, support, and efforts for maximum satisfaction and positive outcomes
- Community building and outreach coordination

Rogue Valley Mentoring; ***5/2022-5/2023***

Program Coordinator

- Develop programs that meet social and emotional needs of populations served - lead outreach efforts, create budget, determine program goals and desired outcomes, adjust program model to fit environment and population, create curriculum that is developmentally appropriate for youth ages 9-22
- Lead 6-9 group circles per week, working hands on with youth; playing games, engaging in conversation, providing journal prompts, working through conflict, improving peer to peer connection and creating a safe learning and growing environment, in school and community settings both indoor and outdoor, with English and Spanish speaking youth and a wide range of ability within participants
- Implement curriculum and programming - providing ongoing support to staff and follow up with community and school partners involved
- Manage day to day needs of each program
- Supervise Lead Mentors and Interns - create schedules, follow review process, provide space for Lead Mentors to address concerns and provide feedback, evaluate and support progress towards goals
- Create agendas and lead Programs Staff Meetings
- Facilitate training for staff - adapt to meet desired outcomes as needs of populations shift
- Table and present in community outreach settings
- Plan and deliver events for community members that are engaging for all age ranges including volunteer coordination
- Develop policies, procedures, systems and workflows to improve efficiency and efficacy
- Ensure that all incident reports, debriefs and attendances were filed and followed up on properly

Western Colorado University Office of Student Affairs; ***4/2019-5/2022***

Student and Outreach Coordinator for Peer Health Education & Lead Peer Health Educator; ***8/2021 - 5/2022***

- Design and deliver effective health programs; suicide prevention, substance use prevention, sexual assault prevention, harm reduction, bystander intervention, healthy relationships, drug safety education, and STI testing

- Plan, develop, promote and execute programs and events including logistics, coordination, delegation, digital and personal outreach and analysis of improvements moving forward.
- Coordinate the logistics of meetings and events – meeting venues, communication, agendas, minutes, etc.
- Build and maintain relationships with key community stakeholders, including health, social service, and grassroots groups.
- Use campus and community data to make informed decisions regarding programming and share statistics with campus and community to spread awareness and reduce stigmas of mental health
- Provide input into upcoming community projects by attending meetings for prevention/education/intervention with the Health Coalition of the Gunnison Valley, Consortium, Public Health, Project Hope, Gunnison County Substance Abuse Prevention Project, and Gunnison and Crested Butte Police Departments.
- Participate in strategic planning for county- wide health initiatives
- Hold office hours for students to discuss mental, physical, sexual, emotional, social, health, and substance abuse concerns regarding themselves or their peers and refer to relevant resources
- Share resources and handle basic case management in matters of student conflict (domestic violence, substance abuse, suicidality)
- Lead training for new hires, students, staff, faculty and community members on health-related topics

Crested Butte State of Mind Intern; ***8/2021 - 5/2022***

- Serve as the liaison between Western Colorado University and Crested Butte State of Mind
- Serve on Stigma Reduction Campaign Subcommittee
- Create and maintain social media accounts and a stigma reduction campaign to increase access and utilization of services in the valley @better.togethergv est. Nov 2021
- Assist in website creation for Better Together https://cbstateofmind.org/better-together/
- Attend community meetings regarding funding sources, community collaboration and efforts.

Peer Health Educator, Community Outreach Coordinator and Director of Social Media and Content Creation; ***4/2019-8/2021***

- Created and presented Welcome to the Party, a consent workshop focused on sexual assault prevention and healthy relationships for first year students
- Created and implemented alcohol and drug prevention and education programs and activities focused on population health.
- Led training, workshops and presentations regarding various aspects of health and wellness; held office hours for students
- Led community outreach efforts for mental health, healthy relationships, and substance abuse prevention.
- Attended community meetings for prevention/education/intervention with stakeholders and prominent programs in the valley and provided insight into upcoming projects
- Created social media posts/content for events, programs, and education that included specific statistics and education regarding the disproportionate impacts of substance abuse, mental illness and sexual assault on people of color, and people within the LGBTQIA+ population.
- Designed and distributed materials to illustrate healthy relationships, bystander intervention, mental illness, and crisis protocol via social media, posters, presentations, and various forms of handouts.
- Served as Lead for Western Rising: a fundraiser to increase student access to mental health services.

- Assisted in grant writing and implementation of the RCORP grant in the Gunnison Valley to increase access to mental health and substance abuse services and to decrease opiate use in the Gunnison Valley

Sources of Strength, Peer Leader/Outreach Coordinator; ***8/2018 - 2020***

- Led presentations for the Board of Trustees, Health Coalition and Residence Life.
- Participated in program planning and implementation
- Collaborated with Gunnison High School and Middle School on stigma reduction and suicide prevention efforts

VOLUNTEER EXPERIENCE

- **Western Club Soccer Team President**: organize games, practices, communication and travel for club soccer; developed, organized and implemented a successful indoor soccer tournament fundraiser, with participants ranging from 8 years old to 48 years old; opened practices and scrimmages to community members at a reduced price to increase connections between the Latinx population in the Gunnison Valley and Western students; increased access to facilities for those that may otherwise not have the opportunity to play competitively in Gunnison.j

LEARNING

- PSY 270: Developmental Psychology –Tenderfoot Daycare 1-3 year old class recess time
- ESS 275: Motor Development and Learning - Tenderfoot Daycare 3-5 year old age group

CERTIFICATIONS/TRAININGS

- CPR (Cardiopulmonary Resuscitation)/ First Aid (Adult and Child/Infant)
- Mandatory Reporter Training
- ACE (Adverse Childhood Experiences) Certified
- ASIST (Applied Suicide Intervention Skills Training) Certified
- Youth Mental Health First Aid Certified
- Mentor Essentials Training
- Mentoring for Mental Health
- QPR, question, persuade, refer (suicide prevention)
- Nationally Recognized Peer Health Educator Training
- SBIRT (Screening Brief Intervention and Referral to Treatment)
- Naloxone Administration Training
- Project Hope Sexual Assault Training
- Project Hope Domestic Violence Training
- Project Hope Healthy Relationship Training
- Child Abuse Prevention
- Sources of Strength Peer Leader

*** FORM FIELD DATA***
Name: **Priscila S Franco**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Retired from USDA Forest Service, Shasta-Trinity National Forest**
Biggest Issues: **Budgeting, management, infrastructure, forest health, wildfire and smoke safety, economic development through tourism, large numbers of unhoused people.**
Govt Experience: **Yes. i have extensive experience. I had a 32-year career in federal government, most of it in outdoor recreation management, economic development in rural areas and general management. All required engagement with local governments and communities--Bishop, CA; Mammoth Lakes, CA; Inyo County; Baker City, OR; Mt. Shasta CA; Yreka, CA; and Siskiyou County. Since retirement, I've been a volunteer for many organizations working with local governments. I was director on a bord of directors (BOD) for a large sub-division in Weed, CA; and a director on a BOD for the Pacific Crest Trail Association--Mt. Shasta, CA. Here in Ashland, I was chair of the Forest Lands Commission, and now member of the Forest Lands Committee. I was involved in development of the Volunteer Wildfire Risk Assessment Program (WRAP).**
NonGovt Experience: **In my free time, I'm an avid outdoor recreationist, hiking, biking, skiing, swimming, etc. I walk and use Ashland Parks and trails daily.**
Educational background: **I have a BS degree in Forestry from No, Arizona University, 1986. I've had special college courses/training in general outdoor recreation management, Wilderness management, logging engineering, contract administration, firefighting and fire behavior. I've taken many Osher Lifelong Learning Institute classes--watercolor painting, creative writing, journalism, Spanish, liberal arts, Shakespeare and Tai-Chi. I've taken a couple of classes from Ashland Parks and Recreation--dog training and yoga**
Interest in this position : **While serving my community, it furthers my personal interests as well as continues my engagement with natural resources, outdoor recreation, and the arts. It allows me to "try on" this commission before considering a run for an elected position on the commission.**
Availability: **Yes**
Additional Information : **My husband and I got a 2nd home in Ashland in 2010. In 2012, we moved here full time.**
Resume Upload file: **Chronological resume for APRC234152107.DOCX**
Signature: **Priscila Schuyler Franco**

Priscila S. Franco
[redacted]
and
[redacted]

Objective

In retirement I'd like to serve my community, while furthering my personal interests as well as continue my engagement with natural resources, outdoor recreation, and the arts, by participating in the Ashland Parks Commission.

Employment History

- **Shasta-McCloud Ranger District, Shasta-Trinity National Forest, USDA Forest Service, Mt. Shasta, CA-- District Ranger, 2008-2011, Deputy DR, 2003-2008**

- Interdisciplinary management of the largest ranger district in CA, ~800,000 acres, 100 permanent & 150 temporary employees, w/$5-8M annual budget.
- This included: annual timber sales of ~60MMBF; 3 fire battalions, 9 fire engines, 3 fire safe councils; partnerships w/ large, commercial, neighboring property owners such as Mt. Shasta Ski Park, the Sierra Club (Horse Camp), PG&E, Hearst Corp., and Sierra Pacific Industries; consultation and collaboration with 3 Native American Tribes; collaboration w/ the Siskiyou Co. Resource Advisory Council; and oversight of the recreation program which included the Mt. Shasta climbing program, Mt. Shasta Avalanche [forecasting] Center, Mt. Shasta Nordic Center, 6 developed campgrounds, 2 wilderness areas and 120 miles of the Pacific Crest Trail.
- In 2010, I was assigned to a 120-day temporary promotion in the **FS Headquarters Office in Washington DC in Fire and Aviation Management**. I was on the Project Management Team to develop a Cohesive Wildfire Management Strategy as directed by the FLAME Act within the FY 2010 Budget Appropriations Bill.
- In 2006 I wrote a position paper on management of illegal trail building & mountain biking use, which I then used for, among other things, initiation of environmental analysis and construction for Mt. Shasta's new Gateway Trail system in 2010 & 2011.
- Established operation in 2007 & 2008 of the Mt. Shasta Nordic Ski Area by a non-profit organization.
- In 2006, I was assigned to a 120-day temporary promotion as **Deputy Forest Supervisor, Lake Tahoe Basin Management Unit**. This included FY2007 budget formulation and allocation of ~$40M; I facilitated the 9th annual Tahoe Summit in collaboration with the offices of both the CA & NV governors, senators & congressmen; and participated in land acquisition negotiations for Incline Lake and surrounding acreage.
- I was a member of R5's ad hoc "Pathways Team" to ID strategies for improved adaptability to changes in government, society and natural resource management. The format I used, utilizing a strategic and tactical approach to partnerships, was adopted by the group for the other components. I presented the team's results to Region 5 Leadership.

- **National Historic Oregon Trail Interpretive Center, Bureau of Land Management, Baker City, OR--Deputy Center Director, 2000-2003 (Acting Director from 1/2001 to 8/2001)**

- Was responsible for a ~5M annual budget; supervision of interpretive exhibits & programs; information services; marketing (rural development); and the volunteer program. I was also responsible for natural resources on the surrounding 500 acres which included actual, historical Oregon Trail ruts.
- Was part of the Vale District Budget (~$40MM) Committee & was the liaison for the state and national offices for upward reporting of use, performance measures, workload measures, & National Landscape Conservation System issues.
- I oversaw a $2MM building-retrofit due to wind damage.
- I led a comprehensive interpretive planning effort as designed by the National Park Service.
- I initiated a Special Events Planning Guide and post-event critiques for improvement of the many events that NHOTIC put on in partnership with local tribes, Chamber of Commerce and local government.

- **Klamath National Forest, USDA Forest Service, Yreka, CA--Recreation Officer, 2/99 to 4/2000**

- I was responsible for providing technical and professional direction and budget allocation (~$1M) for planning, management, partnerships, and program development of the forest's recreation program. This included campgrounds, recreational special uses, a 400-mile trail system , OHV and snowmobiles, Wild and Scenic River management and four different Wilderness areas.
- I and a professor for recreation and tourism at the Chico State University put on a public workshop about tourism trends and marketing of outdoor recreation in No. California for the Klamath NF Leadership Team, community and business leaders.
- I worked on the development of interpretive themes for the State of Jefferson and the Volcanic Legacy Scenic Byways.
- I introduced the highly controversial fee demonstration program to stakeholders, including briefings for Siskiyou County supervisors, and Congressman Herger's office.

- **Inyo National Forest, USDA Forest Service, Bishop, CA—1992 to 1999 (Special Assignments 1997 to 1999), (Wilderness Trails Team Leader 1994 to 1997), (Mt. Whitney Recreation Officer, 1992 to 1994)**

- At both the district and forest levels, I allocated annual budgets ~$1-5MM for partnerships, special use permits, off-highway vehicle use, environmental education, campgrounds, wilderness areas and trails,, and a large horse and mule pack-stock program.
- I wrote the first R5 Minimum Tool Requirements for identifying the "minimum tool" needed to accomplish work in designated wilderness areas, to be used by all national forests in California to request use of "non-conforming " tools such as wheeled or mechanized equipment.
- I convened a focus group of stakeholders for Mt. Whitney and Whitney Portal addressing carrying-capacity issues, then developed strategies

that would resolve them. From that, I initiated tactical projects and programs including overnight and day-use quotas for Mt. Whitney; solar human waste disposal facilities; and crafting rules to mitigate the "bear problem," making it illegal for people to allow wildlife access to food or garbage.

- I coordinated the 1998 annual Outdoor Writer's Association of America Conference in Redding, CA; a joint FS/BLM California recreation program leaders' conference; California Outdoor Adventures--an interagency information and environmental education event in partnership with Recreation Equipment Incorporated (REI); and a field trip for the National Hispanic Sustainable Environment Conference.

- **Various jobs in Fire, Timber and Recreation, working for the Forest Service, Bureau of Indian Affairs and private industry--1975 to 1992**

- **Post-retirement**

- I have been on the Board of Directors for the Hammond Ranch Homeowner's Association and the Pacific Crest Trail Association; on the Planning Team for the Great Shasta Rail Trail; and am currently a memebr of Ashland's Forest Lands Conservation Management Advisory Committee and was a FLC liaison with the Wildfire Safety Commission.

Education

- **COLLEGE: BS, Forestry, 1988, GPA 3.97**

- Central Washington University, Ellensburg, WA--12 quarter units
- Sierra College, Rocklin, CA--78 semester units
- No. Arizona University, Flagstaff, AZ--56 semester units

- Troy High School January 1973 Fullerton, CA

Affiliations

Society of American Foresters since1979

The Nature Conservancy since ~1988

Wilderness Watch since ~1994

Pacific Crest Trail Association BOD ~2014-2019

Mt. Shasta Trail Association since 2005

Mt. Shasta Nordic since 2006

Mt. Shasta Runners 4th of July Volunteer Coordinator since 2005-2014

Great Shasta Rail Trail Planning Team 2012-2014

Mt. Shasta Crystal Geyser Advisory Panel since summer 2014

Ashland's Forest Lands and Wildfire Safety Commissions since 2018

References are available on request.

*** FORM FIELD DATA***
Name: **stefani seffinger**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Glass artist**
Biggest Issues: **This is a transitional time for APRC with the current budget challenges and having a new interim director. How APRC functions with in the city structure and the possibility of becoming a special district are areas to address. It is a time to look at the culture of parks , the future of the golf course, swimming pool , the effects of climate change on our park system to name a few of the issues ahead.**
Govt Experience: **I have served the city of Ashland since 2006 in a variety of roles as a city councilor for two terms and as a park commissioner and president of the park commission. I have also been a Liasion on most of the city commissions including serving on the forest lands commission. I have received the Alan Bates award for my work and service to the city.**
NonGovt Experience: **I have experience as a psychologist and program specialist which helps with planning and communication skills . I like to seek balance by and listening and considers all sides of an issue. I have worked in a parks system and as a recreation leader in the past so I have an understanding of the role a park has in the community,**
Educational background: **I have a MA in psychology and am a credentialed school psychologist. I also have taken extensive courses in a wide variety of areas including crisis intervention , budgeting, conflict resolution , and planning . I have experience in program development and long term planning with development of goals, objectives and benchmarks.**
Interest in this position : **I have a long term commitment to Ashland and to our park and recreation system. I think I would be a good addition to APRC at time time because of my experience with both city and park leadership. I have been an advocate for the importance of parks to our city and in protecting the parks budget. , i support our senior program and the stewardship that north mountain park brings to our youth. In making decisions I try to look at all sides of an issue.**
Availability: **I have time to ahead meetings as needed.**
Additional Information : **I have lived in Ashland since 2006. I also lived in Ashland in the 1980?s when I was a high school counselor at Ashland high School. I know the community well , I believe I have the respect of the council and department heads who I have worked with over the last decade. I tried to upload bio the link did not work . Can email one if needed .**
Resume Upload file:
Signature: **stefani seffinger**

Stef will be emailing Resume/Bio

stefani seffinger

[redacted]

Current experience

2006-PRESENT

- Working glass studio-ashlandglassact LLC
- Member of the Ashland Gallery Association
- Member Of Ashland Art Works
- Glass artist exhibiting work currently at Fiber Arts Collective

Past Employment

2006. Pajaro Valley Unified School District : Address 294 Green Valley Road , Watsonville Ca. 95076 phone-831-786-2100

School Psychologist/Program Specialist

- Individual, and small group counseling with elementary, middle school and high school students.
- Crisis intervention services (intervention, post intervention).
- Development of behavior intervention plans for students .
- Psycho-educational assessment of students, including assessment for learning disabilities, emotional disturbance and Attention Deficit Disorder.
- Development of educational plans, objectives and goals for special education students .
- Teacher training in the areas of behavior management, cooperative learning and classroom management.
- Training of all special education staff in Professional Assault Response(PART-R). A system to understand , prevent and intervene in aggressive behavior of students.
- Development and coordination of the district's program for students with emotional disturbance.
- Conducted parent education classes at the elementary and middle school levels.

1981-1983 Siskiyou Rehabilitation Associates Medford,Or.
Vocational Rehabilitation Specialist

- Provided vocational testing, counseling and job assistance to injured workers.
- Developed written return to work plans for each client.
- Worked directly with employers to modify work sites and redesign positions for injured workers.
- Provided extensive record keeping to conform to state standards.

1978-1980 Ashland School District Ashland,Or.
Child Development Specialist/High School Counselor

- Implemented preventative mental health programs to elementary and middle school children.
- Provided vocational, career and personal counseling services to high school students.

Education

California State University at Northridge

- B.A. Psychology 1968
- M.A. Psychology 1970

Additional experience

Ashland City Councilor - Two terms ending 2022

Ashland Parks and Recreation Commissioner

Ashland Forest Lands Commissioner

Liasion to the Ashland Chamber of Commerce

Liasion to the Ashland Public Arts Commission

Member of the Ashland Budget Committee

Member of Senior Advisory Committee

Interests

Kiln form glass, gardening, hiking, yoga and Pilates

come.

Govt Experience: I started my career in Sitka, Alaska. The town dump had filled up and we needed to figure out a new plan. Ultimately, the plan included developing a recycling program and I was a leader in developing the new recycling plan. I worked for the Sitka Tribe alongside the City of Sitka to come up with a long-term plan that is essentially the same 2 decades later. This was a rewarding beginning to my career working alongside city staffs of various communities around the country. When I lived in Nashville, Tennessee, I worked with local government officials on water quality issues and implementing best management practices for stormwater. This mainly educational role was a great opportunity for me to learn about how local government officials make decisions and how jurisdiction matters. Living in Ashland for the past 16 years, I have always taken the newspaper. I like to stay informed about local politics and have had occasional opportunities to interact with our local government, especially during my 8 years as Mt. Ashland's Director of Marketing and Development.

NonGovt Experience: I spent 20 years working in the nonprofit sector. I was an Americorps member in Alaska working with the Sitka Tribe on environmental issues in the community. In Ashland, I worked for the Southern Oregon Land Conservancy for 6 years and for the Mt. Ashland Association for 8 years. During my two decades of community service, I regularly attended board meetings and was expected to regularly report progress on various projects at the meetings as well as serve as staff support to various committees.

Educational background: I have a bachelor's degree in psychology from Centre College in Danville, Kentucky. I have a Masters Degree in Environmental Management from Duke University.

Interest in this position : My passion is parks. I spend a lot of time using our parks and have a vested interest in them. For the past year, I have been working in the private sector after a career in community service and I want to continue to give back. As an expert in land management, I am uniquely suited to help Ashland's Parks Department grow professionally.

Availability: Yes, I am. My youngest child is a senior in high school. My availability is suddenly very different than it was!

Additional Information : I have lived in Ashland for 16 years. I was living in Ashland, Kentucky for a short time after my wife and I went to graduate school. We wanted to move to Oregon and decided to visit. As a stay-at-home dad at the time, I had a "playground test." I would take my children to a playground in each community we visited and took notes about each experience. We came to Ashland on a whim and visited Lithia Park. Well, you can guess the rest. We moved here in August 2017 a week before my older child entered elementary school. We never looked back. I am an ultramarathon runner, mountain biker, and all-around outdoor enthusiast. I love swimming to the dam at the reservoir with my wife. I am in one of Ashland's parks almost every day.

Resume Upload file: MICHAEL STRINGER 2023231090300.PDF

Signature: Michael Stringer

*** FORM FIELD DATA***
Name: **Michael Stringer**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Sales & Marketing Manager, True South Solar**
Biggest Issues: **As an outside observer, I have identified a number of priorities that the Parks Commission is currently addressing. Here are my observations about these and other issues pertaining to Ashland?s park lands. Maintaining Strong Connections We work best when we work together. That?s not always possible, of course, but we do have a very high percentage of park land per resident and we should be proud of that. When communicating with our stakeholders, we should strive to build consensus across the community. Ashland?s brand is one of proximity to open space. It is a tourist draw as well as a benefit for residents. Our entire community benefits from our parks, so it makes the most sense to find opportunities to build bridges where we can in order to be most successful. Sustainability The Parks Department needs to maintain a careful balance of community, economy, and the environment. Each ?stool leg? of sustainability holds importance and it?s short-sighted to focus on one of them while losing sight of the other two. For example, we have issues with homefree individuals establishing ?day camps? in our parks. We have to focus on providing options for community residents that balance the needs of all users. Maintaining a Balance of Uses of our Parklands We have a diverse group of parkland users and each user group has a voice. The mountain biking community has become more organized recently and is becoming increasingly engaged with the parks department. We can address these needs while also catering to hikers and runners. The Forest Service has a great method for establishing recreation spectrums on various parcels of land. This means that each approved use is compatible with the other approved uses on the parcel. This is a great approach to balancing user groups. Long-Term Planning for the Oak Knoll Golf Course The golf course is a valued piece of property and well-loved by Ashland?s golfing community. However, with water consumption becoming a growing concern in our community, we need to make a long-term plan for the golf course. This is an asset I am unfamiliar with currently but would like to learn more about. Master Plan Development Ashland as a community is maturing and infill is one of the only options currently available to adding housing. As the community becomes more dense, we need to make sure that each resident is able to easily access park land for enjoyment and relaxation. Our parklands are one this community?s most valuable assets and we need long term goals and plans for maintaining this careful community balance. Developing a Long-Term Funding Mechanism for Parks Unfortunately, the Ashland voters did not approve the most recent ballot measure intended to provide a long-term funding mechanism for parks. We will need to put our heads together to develop a plan for parks funding that would be amenable to a majority of Ashlanders. Homelessness Ashland, because of its proximity to I-5, has a number of both transient and semi-permanent residents who are unhoused. Our parklands are a natural option for these folks to take up residence as these places are often ?out of sight, out of mind.? This creates the potential for fires and other nuisances like trash accumulation. The city?s policy of allowing people to camp near the Grove but move out of the area during the day has created an issue in Garfield Park. Parents are not comfortable letting their children recreate in the park while homefree folks consume drugs and alcohol on the property. The Parks Commission must have a seat at the table when the Ashland City Council weighs these types of decisions. Daniel Meyer Pool We need a new pool. It?s going to be expensive, but it will benefit our community for years to**

- Guided project development through internal consensus building, project development, fundraising, construction, and subsequent stakeholder stewardship.
- Successfully carried out $2mm capital campaign to remodel the historic ski lodge.
- Helped the organization go from $1mm in debt to $3.5mm cash-on-hand, in addition to supporting major maintenance and improvement projects along the way.
- Developed strategic partnerships with key foundations, local governments, and regional marketing organizations.

Development Director

Southern Oregon Land Conservancy | June 2008 - May 2014

- As the organization's first development director, built a culture of philanthropy that supported the organization's work.
- Tripled the donor base of support through direct mail, special events, and high-touch outreach efforts.
- Developed and enhanced the major donor program and annual recognition plan.
- Designed and implemented a content management system and new website.

Environmental Specialist

Sitka Tribe of Alaska | 1999 - 2004

- Managed the federally-recognized tribe's environmental programs, including community recycling and composting projects, a community garden, and support traditional resource harvesting programs.
- Assisted management of three longitudinal studies at remote locations Klag Lake, Redfish Bay, and Salmon Lake in Southeast Alaska which assessed the population of sockeye salmon in those lake-and-stream systems.
- Assisted with submissions to federal agencies seeking input for proposed projects as part of the NEPA project development process.

EDUCATION

Masters Degree – Environmental Management, Duke University, 2008
Bachelors Degree – Psychology, Centre College, 1996

HOBBIES AND INTERESTS

Running ultramarathons, mountain biking, multi-day whitewater rafting trips, skiing and snowboarding, flyfishing, hiking, backpacking, travel, cooking, playing guitar, photography, and, most importantly, being a parent of two amazing teenagers.

MICHAEL STRINGER

SALES & MARKETING MANAGER

SUMMARY

Energetic marketing and sales professional with decades of experience in the environmental sector. Creative, goal-oriented team player with a passion for data-driven marketing to drive sales. Established local track record of success managing marketing and sales teams that builds trust, works cost-effectively, and helps the organization thrive.

OBJECTIVE

Guide the change needed to protect our planet through guiding consumer behavior change and management, building a culture of clean power, community engagement, public relations, and leadership.

PROFESSIONAL EXPERIENCE

Marketing & Sales Manager

True South Solar | August 2022 - Present

- Provides strategic leadership for a growing local business.
- Manages a sales team of eight people with $10MM in sales annually.
- Leads the marking team with planning, budgeting, graphic design, web design, and other efforts designed to build and maintain revenue.

Director of Marketing & Development

Mt. Ashland Association | June 2014 - August 2023

- Assisted the nonprofit ski area at a time of deep turmoil and uncertain future, guided a rebrand of the organization from one of perceived community apathy to one which embraces the community and is run by ethical, passionate leaders.
- Doubled annual fund donations through building an organizational culture of philanthropy and donor stewardship.
- Supervised a team of three in the marketing department.

*** FORM FIELD DATA***
Name: **Daniel Weiner**
Address: [redacted]
Phone: [redacted]
Email: [redacted]
Occupation : **Physician**
Biggest Issues: **While I feel the issues facing APRC are wide reaching and complex such as the pool, the fountain, growing maintenance costs and senior services, It seems the two overarching issues are funding and the impact and implications of climate change. A predictable and sustainable funding stream will allow APRC to expand, enhance and maintain the facilities and services they are able to offer the community. This, however, must take into consideration the major impact climate change is having on our region.**
Govt Experience: **I have never worked for a governmental agency, but have significant experience partnering with them through my work as the Medical Officer for a Federally Qualified Health Center (FQHC). Our funding and programs are overseen by the Federal Health Resources and Services Administration (HRSA). In my previous employment working for The Redding Rancheria Tribal Health Center, I had much opportunity to help support the work of the Tribal Government in developing a healthy environment for their community. While living in Dunsmuir, California, I engaged with city government by regular participation in city council meetings. I brought together contingents from the fishing and white water raft/kayak communities in and attempt to develop a white water park within city limits on the Upper Sacramento River.**
NonGovt Experience: **I have worked in community health and tribal health for my entire career. I was drawn to working in the healthcare ?safety net? because I felt that it was where I could have the greatest impact on improving the health of my community. It is well established that the social determinants of health have an even greater impact on health outcomes than medical intervention alone. As such, in my work with Rogue Community Health, we have expanded services to include nutrition, housing, and exercise education. I believe working with the APRC to help further develop and ensure ongoing access to outdoor spaces as well as the broad array of recreational programs and services is well aligned with work I have committed my career to. A vibrant and sustainable parks department is vital to our community?s health and wellness! FQHCs are always working under tight budgetary constraints and thus are forced to be innovative and creative in both finding new revenue sources as well as leveraging the funding they have available to deliver high quality, patient and community focused programs and services. I believe this experience will serve me (and the community) well as an APRC commissioner.**
Educational background: **BA in Psychology, CSU Chico 1990 BA in Philosophy, CSU Chico 1990 Doctor of Osteopathic Medicine, Western University of Health Science 2000**
Interest in this position : **I am interested in serving on the APRC because I have a strong belief that outdoor spaces and social and supportive services are critical to a healthy and thriving community. I believe that my past experience and demonstrated commitment to serving this community positions me well to represent the community and further the goals of APRC in developing and enhancing the services and programs that mean so much to Ashland.**
Availability: **Yes.**
Additional Information : **My wife and I have lived in Ashland since 2015 but have spent quite a bit of time here over the past 20+ years. While living and working in Redding CA, Ashland was a frequent**

getaway for us. I first was introduced to Ashland as a young child visiting on a family vacation and subsequently spent many summers in the area working as a river guide on the Upper Klamath River. I have always appreciated the unique character of Ashland as it brings access to nature right into the downtown. I believe the parks system is a major contributor to that character and it is critical that we continue to support, build and maintain it. Demographic and economic shifts are forcing all communities to evaluate what sets them apart from others and I believe that our parks and wild spaces are a special and defining characteristic of Ashland. While they certainly improve the quality of life in Ashland for residents, if managed well, they can serve as an economic driver through an expanding tourist based industry. I believe my professional and volunteer experience have helped me develop a skill set that will serve APRC and the Ashland Community well.

Resume Upload file: **Dan C.V. 2023231142834.DOC**

Signature: **Daniel Weiner**

Daniel M. Weiner

[redacted]

WORK EXPERIENCE

- Chief Medical Officer – Rogue Community Health 7/2015-present
- Physician – Redding Rancheria Indian Health Clinic 8/2003-7/2015
- Assistant Medical Director 10/2010-7/2015
  - Clinical focus
    - General Family Medicine
    - Pain Management
    - Addiction medicine
    - Psychopharmacology
    - EHR Physician Champion
- Clinical Instructor – Mercy Family Practice Residency 2003-7/2015
  - Preceptor for both in-patient and clinic care
  - Developed and oversees pain management program 2009-7/2015
- Hilltop Medical Center - Urgent Care 2001-2003
- Redding Rancheria - OMT Clinic 9/2002-5/2003
- Activities Therapist
  - Residential Treatment Center – Acute diagnostic unit for "Emotionally Disturbed" (SED) children
  - Organized and co-lead a program for children from alcoholic and substance abusive families 1990-1992

COMMITTEE INVOLVMENT

- **Oregon Society of Addiction Medicine**
  - Immediate Past President 7/22-7/23
  - President 7/21-7/22
  - Vice president 7/20- 7/21
- **Mercy Medical Center, Redding**
  - Ethics committee 2002-/2015
  - Committee Chair 2011-2014
-
- **Redding Rancheria Indian Health Center**
  - EHR Physician Champion 2010-7/2015

- Chair: Quality Improvement Steering Committee 2008-7/2015
- Contract Health Services
  - Reviews clinic resource utilization 2003-7/2015
- Pharmacy and Therapeutics 2005-7/2015
- Accreditations committee 2007-2008

- **North State Connect**
  - Development of regional HIE 6/14-7/2015

RESIDENCY

- Mercy Redding Family Practice Residency Program 2000-2003
- Chief Resident 2002-2003

BOARDS/CERTIFICATIONS

- Board Certified: American Board of Family Medicine 2003-present
- Board Certified: American Board of Addiction Medicine 2016-present
- Master Psychopharmacologist – Neuroscience Ed Institute Certified-2012
- Certified Diplomat: American Academy of Pain Management 2007
- DEA wavier for use of Suboxone in treatment of opiate abuse 2005-present

EDUCATION

- Western University of Health Sciences, 1995-2000
  College of Osteopathic Medicine of the Pacific

  Doctor of Osteopathic Medicine

  - **Undergraduate Teaching Fellowship** 1997-2000

    Osteopathic Manipulative Medicine

- California State University, Chico 1985-1990
  B.A. Psychology, 1990

  B.A. Philosophy, 1990

VOLUNTEER ACTIVITIES

- Oregon Society of Addiction Medicine
  - VP/Pres/past Pres - service term 2020-2022
- Mercy Medical Center – Ethics Committee 2002-2015

- Good News Rescue Mission Medical Clinic 2003-2006
- Medical Mission to Nicaragua 2/2004
- Medical Mission to Peru 2/2002
- Assist with Saturday Osteopathic Manipulation class 1996-1997
- Anti-tobacco education through Cal-Doc program 1996
- Physical exams for nursing students through the Mission Osteopathic Medical Clinic 1996

- Montclair Medical Clinic
  1996

PROFESSIONAL

ORGANIZATIONS

- American Osteopathic Association
- American Academy of Family Practice
- Neuroscience Educational Institute
- Oregon Society of Addiction Medicine
- American Society of Addiction Medicine

BALLOT #1

Commissioner ranks 1st, 2nd and 3rd place

Row	Candidates (alphabetical)	1.Rick Landt	2. Justin Adams	3. Jim Bachman	4. Jim Lewis	Notes
1	**L. Fernanda Mejia Arroyo**		**1**			
2	**Julian Bell**	**2**		**2**	**2**	
3	**Naiyabingi Budler**					
4	**Priscila Franco**	**3**		**3**		
5	**Stefanie Seffinger**	**1**	**3**	**1**	**1**	three first place votes
6	**Michael Stringer**		**2**		**3**	
7	**Daniel Weiner**					

BALLOT #1

Commissioner ranks 1st, 2nd and 3rd place

Row	Candidates (alphabetical)	1.Rick Landt	2. Justin Adams	3. Jim Bachman	4. Jim Lewis	Notes
1	**L. Fernanda Mejia Arroyo**		**1**			
2	**Julian Bell**	**2**		**2**	**2**	
3	**Naiyabingi Budler**					
4	**Priscila Franco**	**3**		**3**		
5	**Stefanie Seffinger**	**1**	**3**	**1**	**1**	three first place votes
6	**Michael Stringer**		**2**		**3**	
7	**Daniel Weiner**					

Council Business Meeting

September 19, 2023

Agenda Item	Climate Friendly Areas (CFA) Study Adoption	
From	Brandon Goldman Derek Severson	Community Development Director Planning Manager
Contact	brandon.goldman@ashland.or.us derek.severson@ashland.or.us	541-552-2076 541-552-2040
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Staff is requesting that the Council approve a study of potential Climate Friendly Areas (CFAs) and authorize its submittal to the Department of Land Conservation and Development (DLCD) to fulfill the city's obligations under the Climate-Friendly & Equitable Communities (CFEC) rules. CFEC rules require that this study be submitted by December 31, 2023.

The CFEC rules were adopted by DLCD in July of 2022 and require that cities look at parking requirements and identify CFAs to accommodate 30 percent of the city's population in mixed-use, pedestrian friendly areas with the hope that focusing more development in these CFAs will result in more efficient land use and transportation planning which could ultimately yield up to a 30 percent reduction in greenhouse gas emissions.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Climate Energy Action Plan (CEAP)

Goal: Reduce community and City employee vehicle miles traveled and greenhouse gas emissions.

- **Strategy ULT-1.** Support better public transit and ridesharing.
  - **ULT-1-3.** Establish policies to support development near transit hubs without displacing disadvantaged populations.
- **Strategy ULT-2.** Make Ashland more bike- and pedestrian-friendly.
  - ULT-2-1. Implement bicycle- and pedestrian-friendly actions in the City's Transportation System Plan and Downtown Parking Management Plan
- **Strategy ULT-3.** Support more efficient vehicles.
  - **ULT-3-2.** Revise land use codes to require EV charging infrastructure at multifamily and commercial developments.
- **Strategy ULT-4.** Support more climate-ready development and land use.
  - **ULT-4-2.** Revise community development plans to favor walkable neighborhoods and infill density.

BACKGROUND AND ADDITIONAL INFORMATION

CFEC Rulemaking

The CFEC rulemaking was initiated through an executive order to State agencies from Governor Kate Brown in 2020 in response to the determination that Oregon was significantly off-track in reaching greenhouse gas reduction targets previously committed to by the state. Given that transportation is a

significant contributor to greenhouse gas emissions, and transportation is closely tied to land use, a primary focus of these new rules is in changing land use and transportation planning to require that cities identify Climate Friendly Areas (CFAs) which can accommodate at least 30 percent of current and future housing needs in pedestrian-friendly, mixed-use areas where residents can live, work and play, and in so doing reducing or eliminating the need to rely solely on automobiles for transportation.

Implementation of the CFEC rules includes a timeline of issues for cities to address over the next several years including minimum parking requirements; studying potential CFAs; zoning actual CFAs with associated map, code and plan amendments; changing the methodology for transportation system planning to shift the focus to modes other than just automobiles; and preparing housing needs analyses and housing production strategies.

Meetings to Date

To date, meetings discussing the CFEC rulemaking have been held with the Planning Commission (8/9/22 and 6/27/23), Council (2/22/23) and Transportation Commission (3/16/23). In addition, there was a public 'kick-off' meeting held virtually (2/3/23) and a public open house held in Talent focused on the potential climate friendly areas (4/13/23) for Ashland, Talent and Medford. 3J Consulting conducted initial stakeholder interviews early on, then distributed questionnaires at the 4/13 open house, and has since conducted on-line surveys.

Potential CFA's

The current phase of implementation to be discussed tonight is a study of potential CFAs to see if they can meet the CFEC requirements, determine likely code changes that would be necessary for each to comply with the CFEC rules, and to identify potential strategies to mitigate the impacts of gentrification or displacement within the proposed CFAs. The potential Climate Friendly Areas (CFAs) identified for consideration in this initial study include the Croman Mill District, the Railroad property, the Transit Triangle, and the downtown. Each of these is discussed in detail in the study presented for consideration tonight.

Draft Study Report

To implement this current phase of the CFEC rules, staff have been working with 3J Consulting (3J) for the public engagement process and with the Rogue Valley Council of Governments (RVCOG) to conduct spatial analyses and prepare the CFA study/report under review tonight.

A key consideration with the report is that it follows the methodology set forth in the CFEC rules and associated guidance provided by DLCD by looking at the full potential developability of each CFA as though the entire area, less an allowance for public streets, could be developed from bare ground up, with all buildings maximizing allowable heights and building lot line to lot line, without consideration for code-required on-site stormwater detention, parking that might be voluntarily provided (*even though no longer required under CFEC rules*), or any project-specific open space, plaza space or landscaping. Under this methodology, the potential build-out of the Croman Mill District by itself is envisioned at a

density of 79 dwelling units per acre yielding 5,142 dwelling units and more than providing for the 30 percent of current and future housing required under the CFEC rules.

While the Croman District by itself could satisfy the CFEC requirements based upon the methodology prescribed in the new rules, for staff the underlying assumptions of that methodology are not totally in line with real world experience. First, in those areas where there is some measure of existing development such as in the downtown, it is neither realistic nor desirable to assume that all existing development will be razed in pursuit of this new vision. Second, while parking is no longer required, it seems safe to assume that developers, tenants, buyers and financial institutions will all desire at least some amount of parking to accommodate the motor vehicles which are, at least for now, still the preferred transportation option. Third, even with allowances for increased height and the removal of limits on density, in the near-term developers will likely work within the framework and scale familiar in southern Oregon.

With these factors in mind, staff believe that the combination of CFAs under consideration in the CFA report are a more realistic attempt to not only meet the CFEC requirements, but also to achieve their underlying intent. To that end, staff note that, if future development were to provide only 15 dwelling units per acre density, which is one of the minimum development metrics under the CFEC rules, the four combined potential CFA's identified in the study would yield 3,770 units. The projected housing need required to be addressed under CFEC for Ashland is 3,469 units.

FISCAL IMPACTS

The current request is to approve a study/report of potential Climate Friendly Areas (CFAs) which must be adopted and submitted to the Department of Land Conservation and Development (DLCD) by December 31, 2023 under the recently adopted Climate-Friendly and Equitable Communities rules. This study is not a land use decision, is not binding on the city and is not subject to appeal. This study was completed using consultants (the Rogue Valley Council of Governments and 3-J Consulting) funded by DLCD.

The next step in the CFEC process is to identify specific CFAs and make necessary changes to the Comprehensive Plan, Land Use Ordinance and associated maps to formally adopt CFAs and the codes necessary to regulate them under the CFEC rules. It is staff's understanding that DLCD will be funding necessary consultant work for this next step, however there will be staff time on the part of the Planning Division's long range planning group to guide this process.

SUGGESTED NEXT STEPS

Staff recommends that the Council approve the attached study and authorize the attached letter of approval from the Mayor to be submitted to DLCD with the study.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

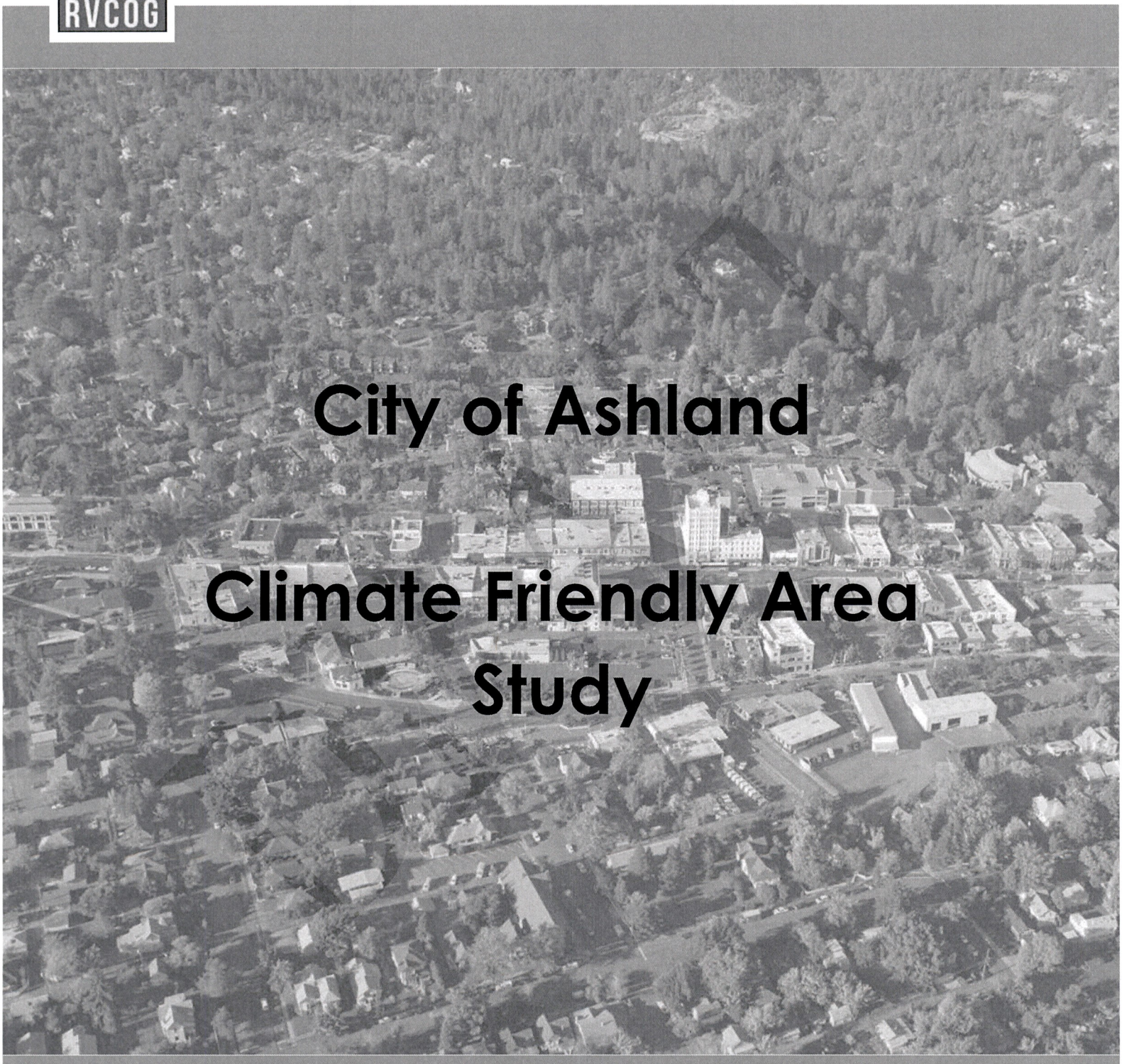
I move to approve the attached Climate Friendly Area study report, authorize the Mayor to sign the attached letter of approval and direct staff to submit the study to the Department of Land Conservation and Development before the December 31, 2023 deadline.

REFERENCES & ATTACHMENTS

Attachment 1: Draft Climate Friendly Area Study
Attachment 2: Letter Approving the CFA Study and Authorizing Its Submittal to DLCD
Attachment 3: DLCD Handout *"Designation of Climate-Friendly Areas"*
Attachment 4: Public Comment Letter – Cortright 06/27/2023
Attachment 5: DLCD Response to Cortright Comment/Question regarding housing in CFA Areas

Rogue Valley
Council of Governments

155 N First St
P.O. Box 3275
Central Point, OR 97502
(541) 664-6674
Fax (541) 664-7927



City of Ashland

Climate Friendly Area Study

Produced by the Rogue Valley Council of Governments, in collaboration with the City of Ashland and 3J Consulting

2023

Climate Friendly Area Project Staff

Brandon Goldman, Director of Community Development, City of Ashland

Derek Severson, Planning Manager, City of Ashland

James Schireman, Associate Land use Planner, RVCOG

Yazeed Alrashdi, Associate Transportation Planner, RVCOG

Anais Mathez, Project Manager, 3J Consulting

Scott Fregonese, Senior Project Manager, 3J Consulting

Disclaimer:

The following study analyzes CFA candidates within the City of Ashland and explores paths forward and potential scenarios should the city designate a Climate Friendly Area. By no means does this study alter the current zoning, land uses, or other development regulations governed by the City of Ashland.

Contents

Chapter 1: Climate Friendly Area Regulations and Methodology Background 6
Introduction 6
Climate Friendly and Equitable Communities Rulemaking 6
Climate Friendly Areas Overview 7
Implementation Timeline 7
Goals 8
Methodology 9
Community Engagement Plan 10
Locate and Size Candidate CFAs 11
Evaluate Existing Code 13
Identify Zoning Changes 15
Calculate CFA Capacity 15
Calculate Housing Unit Capacity 16
Equity Analysis 17
Chapter 2: Candidate Climate Friendly Area Analysis 18
Locate and Size Candidate CFAs 19
City Guidance 19
Calculate Housing Units Needed 21
Zoning Analysis 22
Zoning Code Review 22
CFA Capacity Calculation 30
City Guidance 30
Calculate Housing Unit Capacity 34
Evaluation 35
Conclusion 39
Chapter 3: Anti-Displacement Mitigation Strategies 40
CFA Redevelopment Outcomes 40
Anti-Displacement Map Analysis 40
Affordable and Vulnerable 40
Early Gentrification 40
Active Gentrification 40
Late Gentrification 41

Becoming Exclusive 41
Advanced Exclusive 41
Unassigned 41
Neighborhood Types Present Within the Proposed CFA 41
Suggested Strategies 43
Category A: Zoning and Code Changes 43
Category B: Reduce regulatory Impediments 43
Category C: Financial Incentives 44
Category D: Financial Resources 45
Category E: Tax Exemption and Abatement 45
Category F: Land, Acquisition, Lease, and Partnerships 46
Appendix A: Acronyms 47
Appendix B: References 48

Chapter 1: Climate Friendly Area Regulations and Methodology Background

Introduction

Rogue Valley Council of Governments, in collaboration with the City of Ashland and the project consultant, 3J Consultant, is conducting a study of potential Climate Friendly Areas (CFA) in accordance with the Climate Friendly and Equitable Communities (CFEC) rulemaking (OAR 660-012-0310). The State rules were initiated by the Land Conservation and Development Commission (LCDC) in response to Governor Brown's Executive Order 20-04 directing state agencies to take urgent action to meet Oregon's climate pollution reduction targets. The rules encourage climate-friendly development by facilitating areas where residents, workers, and visitors can meet most of their daily needs without having to drive. A CFA aims to contain a variety of housing, jobs, businesses, and services. A CFA also supports alternative modes of transit by being in close proximity to high-quality pedestrian, bicycle, and transportation infrastructure.

Phase 1 of this project is the CFA study which identifies candidate CFAs and analyzes what zones are most aligned to the CFEC rules, and what adjustments to them would be required.

Phase 2 will encompass the actual designation of the Climate Friendly Areas under consideration, and the adoption of maps and ordinances necessary to implement the CFEC initiative. Cities may use CFA areas from the study or any other qualifying area.

Climate Friendly and Equitable Communities Rulemaking

The Climate-Friendly and Equitable Communities rulemaking is part of Oregon's longstanding effort to reduce pollution from the transportation system, especially greenhouse gases that are causing a change in climate and associated weather-related disruptions, including drought, wildfires, and warming temperatures with greater variation overall.

The rules encourage climate-friendly development in Climate-Friendly Areas (CFAs). Other provisions of the rulemaking call for new buildings to support the growing electric vehicle transformation, reduce or eliminate one-size-fits-all parking mandates, and increase local planning requirements to address critical gaps in our walking, biking, and transit networks. The rules ask communities to identify transportation projects needed to meet our climate goals.

Climate Friendly Areas Overview

A CFA is an area where residents, workers, and visitors can meet most of their daily needs without having to drive. They are urban mixed-use areas that contain, or are planned to contain, a greater mix and supply of housing, jobs, businesses, and services. These areas are served, or planned to be served, by high quality pedestrian, bicycle, and transit infrastructure to provide frequent, comfortable, and convenient connections to key destinations within the city and region. CFAs typically do not require large parking lots and are provided with abundant tree canopy.

A key component of Oregon's plan to meet our climate pollution reduction and equity goals is facilitating development of urban areas in which residents are less dependent on the single occupant vehicle. Before the automobile became common in American life, cities grew more efficiently, with a variety of uses in city centers and other areas that allowed for working, living, and shopping within a walkable or transit accessible area. Over the last 100 years, the automobile and planning practices have served to separate activities, creating greater inequities within cities and widespread dependence upon climate-polluting vehicles to meet daily needs. CFAs will help to reverse these negative trends, with some actions taking place in the short term, and others that will occur with development and redevelopment over time.

The rules require cities (and some urbanized county areas) with a population over 5,000, and that are located within Oregon's seven metropolitan areas outside of the Portland metropolitan area, to adopt regulations allowing walkable mixed-use development in defined areas within their urban growth boundaries. Associated requirements will ensure high quality pedestrian, bicycle, and transit infrastructure is available within these areas to provide convenient transportation options, and cities and counties will prioritize them for location of government offices and parks, open space, and similar amenities.

Implementation Timeline

The rules provide a two-phased process for local governments to first study potential CFAs, and then, in a second phase, to adopt development standards for the area, or areas, that are most promising.

Key CFA Study Dates:

- June 30, 2023 – CFA Study Funding Expires
- December 31, 2023 – CFA Studies Due
- December 31, 2024 – Adopt CFA land use standards and any map changes*

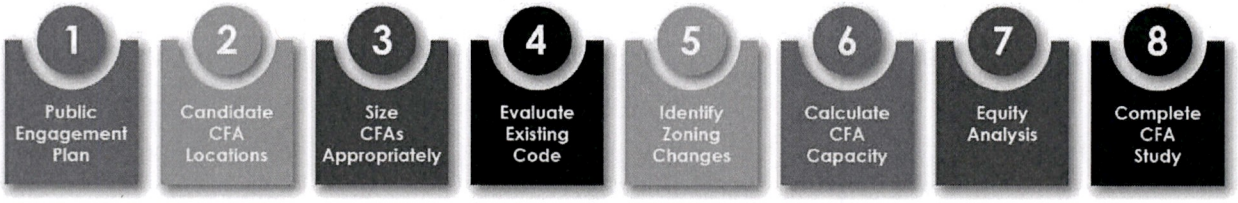
** Local governments may request an alternative date for the adoption of land use standards, as provided in OAR 660-012-0012(4)(c).*

Goals

The purpose of this study is to identify candidate CFA areas that meet the size and locational criteria required by OAR 660-012-0310(1). Relevant zoning codes will be reviewed, and suggestions will be made regarding any changes that are necessary to bring zoning codes into compliance with CFEC rules. It is the intention of the project management team that the candidate CFA selection prioritize community context reflecting the most feasible zoning code changes, little to no infrastructure investment, and alignment with citizen interests. The City of Ashland may move forward with the identified CFA area(s) into Phase 2, or they can use what they learned from the study to choose a new area or areas for adoption.

Methodology

The methodology was developed by the Department of Land Conservation and Development (DLCD) and was adapted to perform this CFA study. The Climate-Friendly Areas Methodology Guide goes over the steps to perform the CFA study. The study goes through each of the eight steps highlighted in the methodology guide, including locating and sizing CFA areas, evaluating existing code, identifying zoning changes, calculating CFA Capacity and equity analysis. While the technical analysis team was responsible for overseeing the steps reliant on GIS or analysis of the land use code, Step 1: Public Engagement Plan, was drafted and prepared by 3J Consulting.



The diagram above shows a workflow for conducting a CFA study. This is not the only order in which the Steps can be performed, but it is a recommended sequence for the purpose of clarity and efficiency.

To understand the context of the steps listed above, a summary of the rules, a CFA's purpose, and what requirements should exist or be adopted in CFA areas is necessary. According to DLCD, "a CFA is an area where residents, workers, and visitors can meet most of their daily needs without having to drive. They are urban mixed-use areas that contain, or are planned to contain, a greater mix and supply of housing, jobs, businesses, and services."

The following is a summary of the steps, rules, and regulations on the specifications of siting a CFA. The CFA designation process first requires a study of potential candidate areas, ultimately ending in an area(s) being designated as the City's Climate Friendly Area. This process, slated to conclude by December 2023, is known as phase 1. Phase 2: Adoption requires that cities implement the necessary changes to the land use code to make the zones within the proposed CFA compliant with state regulations, as provided in OAR 660-012-0310 through -0320.

Community Engagement Plan

This step is planned, drafted, and prepared by 3J Consulting, in coordination with city staff and the technical analysis team. While the Community Engagement deliverables are distinctly separate from the technical CFA Study, this study does take into account the community feedback from public meetings throughout the study phases.

Local governments must develop a community engagement plan for the designation of CFAs that includes a process to study potential CFA areas and to later adopt associated amendments to the comprehensive plan and zoning code following the provisions of OAR 660-012-0120 through -0130:

- Engagement and decision-making must be consistent with statewide planning goals and local plans
- Cities and counties must center the voices of underserved populations in all processes at all levels of decision-making, consider the effect on underserved populations, work to reduce historic and current inequities, and engage in additional outreach activities with underserved populations
- Cities and counties must identify federally recognized sovereign tribes whose ancestral lands include the planning area and engage with affected tribes

The community engagement plan must be consistent with the requirements for engagement-focused equity analysis in OAR 660-012-0135(3). Equity analysis is required for a variety of transportation planning actions under Division 12, including study and designation of CFAs. The purpose of an equity analysis is to identify potentially inequitable consequences or burdens of proposed projects and policies on impacted communities in order to improve outcomes for underserved populations.

The equity analysis must include robust public engagement, including a good-faith effort to:

- Engage with members of underserved populations to develop key outcomes, including reporting back information learned from the analysis and unresolved issues
- Gather qualitative and quantitative information from the community—including lived experience—on potential benefits and burdens on underserved populations
- Recognize where and how intersectional discrimination compounds disadvantages
- Analyze proposed changes for impacts on and alignment with desired key community outcomes and performance measures under OAR 660-012-0905
- Adopt strategies to create greater equity and minimize negative consequences
- Report back and share the information learned from the analysis and unresolved issues with people engaged

Locate and Size Candidate CFAs

Every potential CFA must follow the Climate Friendly and Equitable Communities (CFEC) rulemaking (OAR 660-012-0310) requirements in order to be properly located and sized. The rules regarding location for potential CFAs are universal for all cities.

The CFEC rules of OAR 660-012-0310 that must be followed in the CFA location process are:

- CFA locations must be able to support development consistent with the land use requirements of OAR 660-012-0320.
- CFAs must be located in existing or planned urban centers (including downtowns, neighborhood centers, transit-served corridors, or similar districts).
- CFAs must be served by (or planned to be served by) high quality pedestrian, bicycle, and transit services.
- CFAs may not be located in areas where development is prohibited.
- CFAs may be located outside city limits but within a UGB following OAR 660-012-0310 (e).
- CFAs must have a minimum width of 750 feet, including internal rights of way that may be unzoned.

While the allowed land uses and denser environment will largely influence the choice of a CFA, development feasibility is another important criterion to consider. The area chosen to be CFA should not have infrastructure problems or limitations that could prevent the development of Climate Friendly Areas. The infrastructure capacity of a candidate CFA will be discussed with city staff to determine if it is a sufficient choice or to move forward with another candidate area.

City population is the primary determinant regarding CFA size requirements. There are two categories for sizing a CFA: cities over 5,000 and cities over 10,000 in population. Ashland's population falls under the second option for cities with populations greater than 10,000. Cities with a population greater than 10,000 must designate a minimum of one CFA that accommodates 30% of their current and projected housing, the overall area being at least 25 acres in size. In addition, all CFAs must have a minimum width of 750 feet.

In discussing CFA requirements with city staff, the technical analysis team opted to utilize the prescriptive standards as written by DLCD. The following table 1 shows the prescriptive standards requirements that must be incorporated in the development code, in accordance with the City's population.

Table 1. Prescriptive Standards

Population	Minimum Residential Density	Max Building Height
5,001-24,999	15 dwelling units/net acre	No less than 50 ft
25,000-49,999	20 dwelling units/net acre	No less than 60 ft
50,000 or more	25 dwelling units/net acre	No less than 85 ft

Because the city of Ashland falls within the 5,001 – 24,999 category, phase 2 will require adoption of rules for a minimum residential density of 15 dwelling units/net acre and a maximum building height of no less than 50 ft in height.

Evaluate Existing Code

The land use requirements established in OAR 660-012-0320, as shown below, are pivotal in determining how much a base zone already aligns with CFA requirements.

Land Use Requirement for CFAs:

- Development regulations for a CFA shall allow single-use and mixed-use development within individual buildings or on development sites, including the following ***outright permitted uses***:
    - Multifamily Residential
    - Attached Single-Family Residential
    - Other Building Types that comply with minimum density requirements
    - Office-type uses
    - Non-auto dependent retail, services, and other commercial uses
    - Child Care, schools, and other public uses

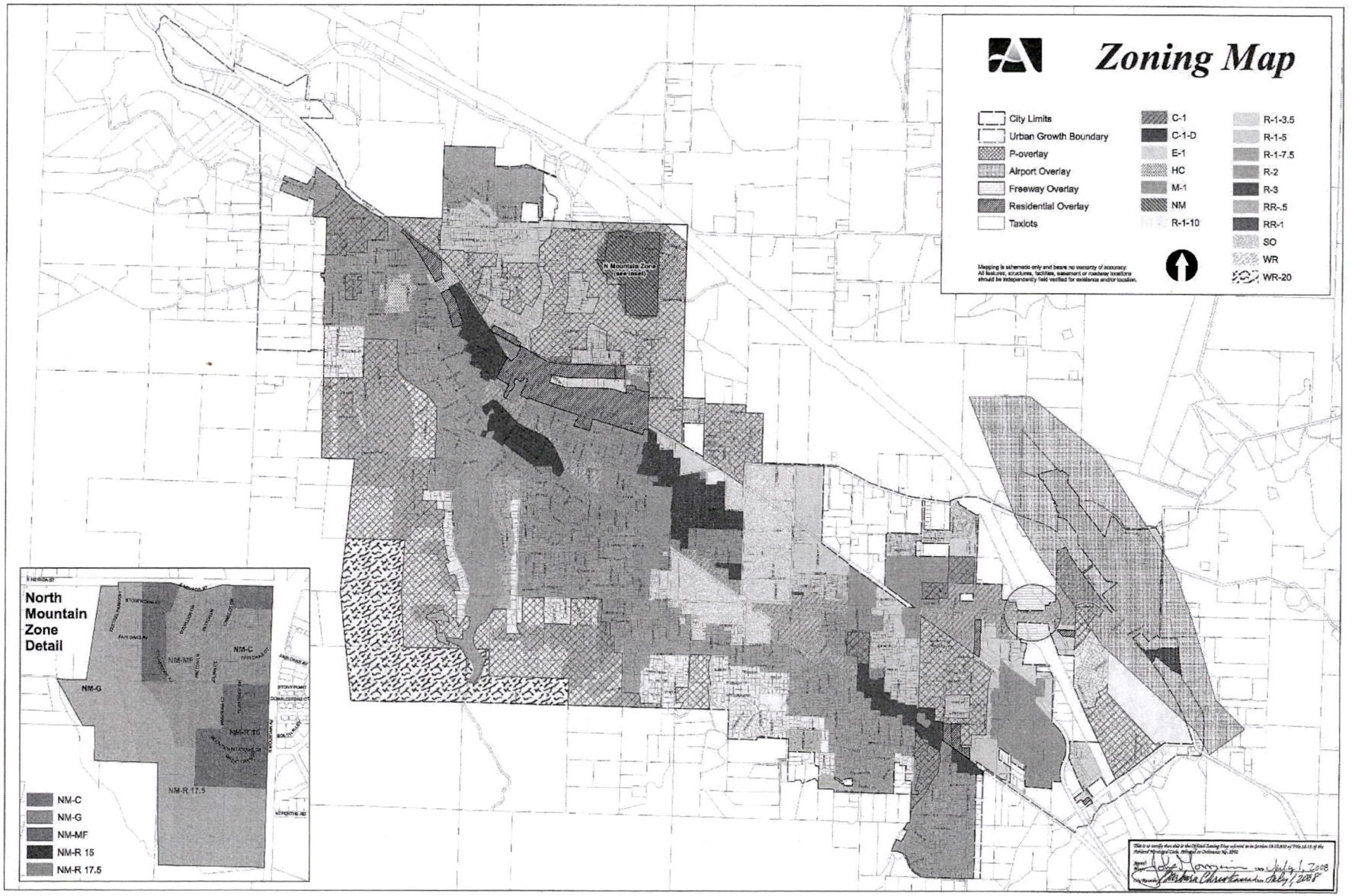
- Maximum density limitations must be prohibited

- Maximum block length standards must apply depending on acreage of site
- Local governments shall establish maximum block length standards as follows:
    - Development sites < 5.5 acres: maximum block length = 500 feet or less
    - Development sites > 5.5 acres: maximum block length = 350 feet or less

- Local governments shall prioritize locating government facilities that provide direct service to the public within climate-friendly areas and shall prioritize locating parks, open space, plazas, and similar public amenities in or near climate-friendly areas that do not contain sufficient parks, open space, plazas, or similar public amenities.
- Streetscape requirements in CFAs shall include street trees and other landscaping, where feasible.
- Local governments shall adopt policies and regulations in CFAs that implement the following:
    - Transportation review process in OAR 660-012-0325
    - Land use requirements in OAR 660-012-0330
    - Parking requirements in OAR 660-012-0435
    - Bicycle parking requirements in OAR 660-012-0630
- Local governments may choose to **either** adopt density minimums and height maximums (Option A – Prescriptive Standards) **or** adopt alternative development regulations to meet performance standards (Option B – Outcome-Oriented Standards)

The following map 1 is the city's zoning map, and helps convey where zones are located throughout the city of Ashland.

Map 1. City of Ashland Zoning Map
Available as an interactive map online at ***gis.ashland.or.us/planning/***



C

Identify Zoning Changes

Zoning in CFAs may need to change if the existing zoning does not meet the land use requirements in OAR 660-012-0320. During phase 1 of the study, cities do not need to adopt the land use requirements, but evaluation of necessary land use reforms may influence a base zone's viability of being a potential CFA candidate. Essentially, an existing zone that meets a large proportion of the CFA criteria will likely feature the characteristics that define climate friendly areas, while zones that require intense reform may not incentivize development due to lack of compatible land uses or alternative transit infrastructure.

During the adoption phase, slated to occur in 2024, local governments will have to make and adopt all necessary zoning changes and will need to provide DLCD with documentation that all adopted and applicable land use requirements for CFAs are consistent with OAR 660-012-0320.

Calculate CFA Capacity

The proposed CFA(s) must meet the residential housing capacity threshold expressed in OAR 660-012-0315(1). The target threshold to meet is at least 30% of current and projected housing needs citywide. The total number of units necessary to meet all current and projected housing needs is derived from the most recent adopted and acknowledged housing capacity analysis (HCA; also known as a housing needs analysis or HNA) as follows:

Total number of units needed citywide
=
current number of existing units
+
projected number of units to meet future needs

After calculating the Total Units Needed, the technical analysis team proceeded to calculate the potential housing unit capacity of the proposed CFA site. The following page goes over the equation that will be used to calculate the Housing Unit Capacity.

Calculate Housing Unit Capacity

The following method was adapted from DLCD's Climate-Friendly Areas methodology guide. The calculation follows the prescriptive path requirements as described in the methodology guide. Total Housing Unit Capacity in the CFA is estimated using the following variables:

1. The Net Developable Area in sq. ft. (a)
2. The maximum number of building floors (f)
3. The assumed percentage of residential use (r)
4. The average size of a housing unit in sq. ft. (s)

Using these, the housing unit capacity (U) in any part of a CFA can be given by a simple formula:

$$\text{Housing Unit Capacity } (U) = \frac{(\text{ Net Developable Area } * \text{ Maximum floors } * \text{ Resident use percentage })}{Average\ Housing\ Unit}$$

Note: In the above formula, the results are rounded up to the nearest integer.

The values to use for Assumed Percentage of Residential Use (r) and Average Size of a Housing Unit (s) are given in the rules. Net Developable Area and Maximum Building Floor factors in the above calculation require some additional sub-calculations. Each uniquely zoned area of the CFA will have its own calculations of these factors and the above housing unit formula. Then they are summed for the CFA to give the total Housing Unit Capacity.

Equity Analysis

Local governments must determine if rezoning the potential CFA would be likely to displace residents who are members of state and federal protected classes and identify actions to mitigate or avoid potential displacement.

The CFA Study must include plans for achieving fair and equitable housing outcomes within CFAs following the provisions in OAR 660-008-0050(4)(a)-(f). CFA studies must include a description of how cities will address each of the following factors:

- Location of Housing: How the city is striving to meet statewide greenhouse gas emission reduction goals by creating compact, mixed-use neighborhoods available to members of state and federal protected classes.

- Fair Housing: How the city is affirmatively furthering fair housing for all state and federal protected classes.

- Housing Choice: How the city is facilitating access to housing choice for communities of color, low-income communities, people with disabilities, and other state and federal protected classes.

- Housing Options for residents Experiencing Homelessness: How the city is advocating for and enabling the provision of housing options for residents experiencing homelessness and how the city is partnering with other organizations to promote services that are needed to create permanent supportive housing and other housing options for residents experiencing homelessness.

- Affordable Homeownership and affordable Rental Housing: How the city is supporting and creating opportunities to encourage the production of affordable rental housing and the opportunity for wealth creation via homeownership, primarily for state and federal protected classes that have been disproportionately impacted by past housing policies.

- Gentrification, Displacement, AND Housing Stability: How the city is increasing housing stability for residents and mitigating the impacts of gentrification, as well as the economic and physical displacement of existing residents resulting from investment or redevelopment.

Please note, the equity analysis was performed with the guidance of DLCD's Anti-Displacement and Gentrification Toolkit. The Toolkit provides an in-depth resource for local government to address racial and ethnic equity in housing production, including a list of strategies to mitigate the impacts of gentrification and displacement. The toolkit helps and guides local governments to establishing a framework for creating housing production strategies with a particular focus on the unintended consequences of those strategies.

Chapter 2: Candidate Climate Friendly Area Analysis

This section reviews the analysis components that were performed to derive the results of the study. The technical analysis team began with initial candidate location suggestions from City Staff, then calculated the housing capacity of the proposed CFAs boundary, and readjusting the CFAs size as needed to accommodate the housing unit capacity.

The zoning analysis focuses on the land use requirements in OAR 660-012-0320 and compares them with the city codes to find suitable zones that are fully or partially compliant with the CFA land use requirements. The zoning analysis informs the team of the land use compatibility of the proposed CFAs. Zoning analysis and identifying zoning changes go hand-in-hand. If existing development standards do not meet CFA requirements, then identify the necessary changes to the specific zones and how to bring them into compliance with the land use requirements or OAR 660-012-0320.

The GIS analysis helps determine the status of transportation infrastructure that is within or around the proposed CFA and whether the proposed area satisfies the transportation connectivity aspect of the regulations. A CFA site must be served by, or planned to be served by, high quality pedestrian, bicycle, and transit services according to OAR 660-012-0310.

Capacity analysis determines whether the potential CFA, or a combination of CFAs, can accommodate 30% of citywide current and projected housing need. If identified CFA candidate area(s) are not sufficient to accommodate at least 30% of housing need, resizing the proposed CFA area or identifying additional candidate CFA areas must be performed.

Equity analysis must determine if rezoning the potential CFA would be likely to displace residents who are members of state and federal protected classes and identify actions to mitigate or avoid potential displacement. Chapter 2 of this study includes plans for achieving fair and equitable housing outcomes within CFAs following the provisions in OAR 660-008-0050.

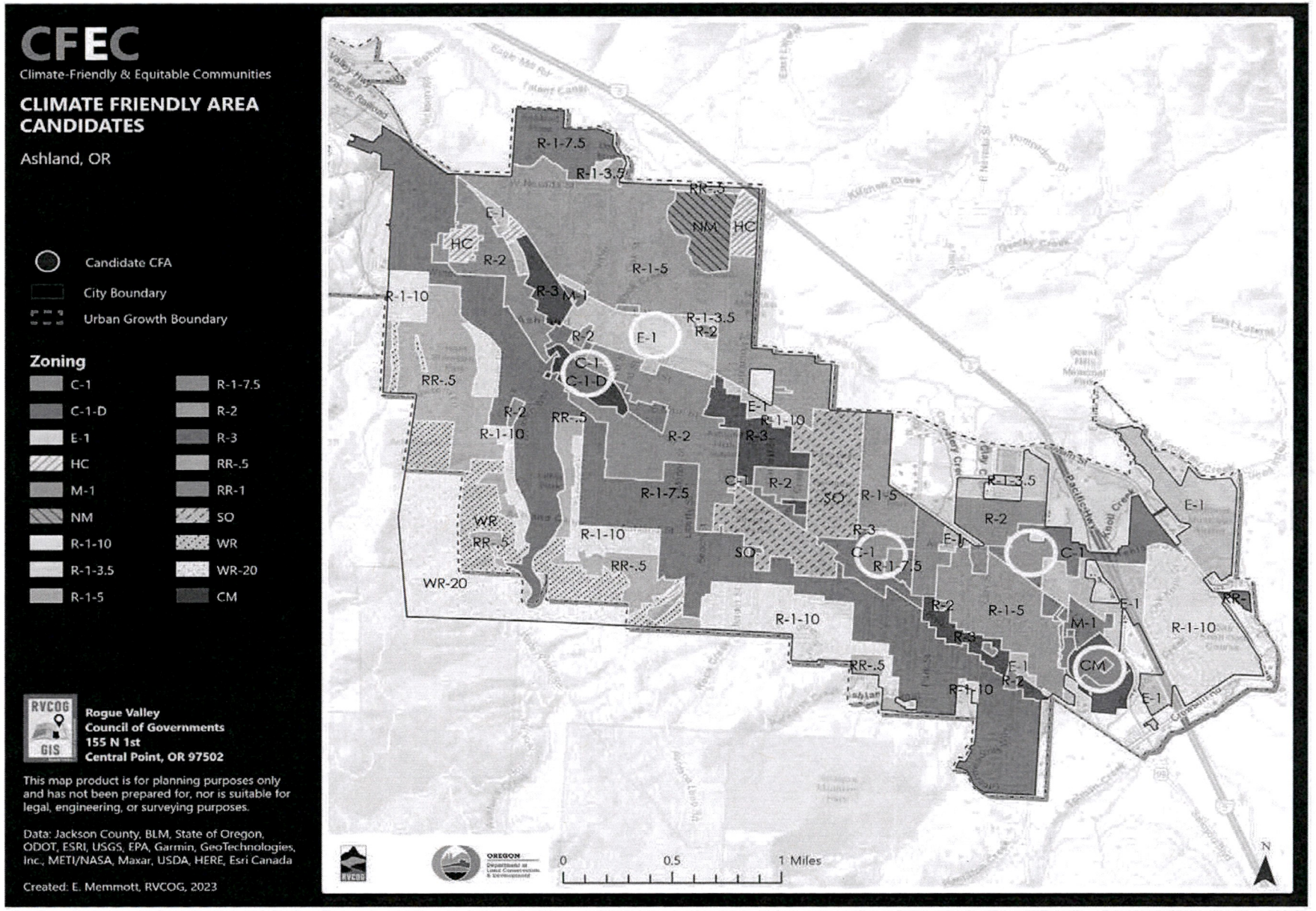
Overall, the analysis steps are intertwined with each other. Locating a CFA candidate, calculating Housing Needs, Zoning analysis, GIS analysis, Capacity analysis are the steps to designate the appropriate CFA area within the city.

Locate and Size Candidate CFAs

City Guidance

City staff have highlighted several priority CFA candidates, shown in Map 2 below. Staff selected these areas not only for their designated zoning's alignment to the CFA requirements, but also factored in development potential. The Croman Mill and Railroad Property sites are largely undeveloped and present strong cases for rapid CFA-related changes. The Transit Triangle is one of the priority CFA options within the city and has the potential to be improved through redevelopment and development of vacant properties. The prior approval of the Transit Triangle code amendments are largely compatible with CFA, as such this transit served area has considerable redevelopment potential supporting the CFA goals. Conversely, the Downtown area is largely built out, is a National Register Historic District, indicating barriers to potential redevelopment. However, the current built environment is similar to what is expected of CFAs and the C1-D (downtown Commercial) zone could be adapted to comply with CFA guidelines with little trouble and may serve as useful tracts for CFA expansion in the future.

Map 2. CFA Candidates



Calculate Housing Units Needed

As outlined in the methodology guide, the proposed CFA(s) must meet the residential housing capacity threshold expressed in OAR 660-012-0315(1). The threshold to meet is that the cumulative capacity of the CFA(s) is at least 30% of current and projected housing needs citywide. And this is derived by the following formula:

Total number of units needed citywide
=
current number of existing units
+
projected number of units to meet future needs

The most recent Housing Capacity Analysis for the City of Ashland was published in May of 2021 and projects housing needs and trends out to 2041. This analysis estimates there are currently 10,705 dwellings in the city, with a projected need of 858 units more by 2041.

10,705 + 858 = 11,563 projected housing units needed by 2041

Based on these estimates, the city of Ashland will need to locate and size CFA(s) that encapsulate 30% of 11,563 dwellings, or **3,469** units.

Zoning Analysis

Zoning Code Review

Existing zoning codes were compared to the CFA requirements to identify those zones that are most closely aligned with CFEC rules. Shown in Table 2 below, zones were scored for each criterion with 2 points for full compliance, 1 point for conditional or mixed compliance. Zones also earned 1 additional point for having 40-foot building height maximums, while zones that have 35-foot maximums earned no additional points. Green cells are those in compliance. Yellow cells are those that have partial or conditional compliance or are closer to the 50-foot building height maximum, and overall are closer to compliance than other options.

Any zone can be adjusted to be made CFEC-compliant, so CFAs are possible anywhere in the city, but those zones that would take more legislative changes and create more dramatic changes to the built environment relative to what is currently in the area are not prioritized.

The Croman Mill site was master planned in 2008 and this document includes several subzones that are analyzed in Table 3. Much of the area is currently planned for non-residential uses, but City staff have informed the RVCOG team that the property owner is presently working with a developer, TownMakers LLC, to re-envision the area and propose major plan amendments which would newly incorporate residential development throughout the area. While each subzone was scored individually, for the purpose of analyzing prospective zoning changes the entire site has been attributed the attributes and scores of the Mixed-Use subzone.

The Transit Triangle Overlay was also analyzed for its impact on relevant base zones and their CFA suitability.

Overall, the scoring matrix indicates the suitability of the zones regarding the land use requirements. However, the scores are only the first step of the analysis and the results they produce are only one factor among several that the study analyzes. Therefore, a high scoring zone alone does not determine a CFA candidate area. The location of the zones and surrounding transportation infrastructure must be factored in the 2nd step of the study.

Table 2. Zoning Code Analysis

Y - Yes, Permitted Outright C - Conditional M - Mixed N - Not Permitted N/A - Not Applicable	Scoring Matrix Y = 2 C/M = 1 N = 0 40 ft = 1 35 ft = 0	Residential						Commercial			Industrial
		Single Family	Suburban	Low Density MF	High Density MF	Rural	Woodland	Commercial	Downtown	Employment	Industrial
		R-1	R-1-3.5	R-2	R-3	RR	WR	C-1	C-1-D	E-1	M-1
Single Use		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mixed Use		N	N	N	N	N	N	Y	Y	Y	N
Multi-Family		N	Y	Y	Y	N	N	C	C	C	N
Single -Family Attached		C	C	C	C	C	C	C	C	C	N
Office		N	N	C	C	N	N	Y	Y	Y	Y
Non-Auto Retail/Services/Commercial		N	N	C	N	N	N	Y	Y	C	C
Childcare		C	C	C	C	C	C	Y	Y	Y	Y
Schools		C	C	C	C	C	C	N	N	N	N
Other Public Uses		N	N	N	N	N	N	M	M	Y	Y
Government Facilities		C	C	N	N	C	C	Y	Y	Y	Y
Parks, Open Space, and Other Similar		Y	Y	Y	Y	Y	Y	N	N	N	N
Maximum Block Length		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Density Minimum (15 Dwelling Units/Acre)		N	N	N	Y	N	N	N	N	N	N
Density Maximums Prohibited		N	N	N	N	N	N	N	N	N	N
Maximum Building Height (>= 50ft)		N	N	N	C	N	N	C	C	C	N
Maximum Building Height		35	35	35	35	35	35	40	40	40	40
Score		**10**	**12**	**13**	**15**	**10**	**10**	**20**	**20**	**19**	**14**

Table 3. Croman Mill Zoning Analysis

Y - Yes, Permitted Outright C - Conditional M - Mixed N - Not Permitted N/A - Not Applicable	Scoring Matrix Y = 2 C/M = 1 N = 0 40 ft = 1 35 ft = 0	Neighborhood Center	Mixed Use	Office/ Employment	Compatible Industrial	Open Space
		NC	MU	OE	CI	OS
Single Use		Y	Y	N	N	N
Mixed Use		Y	Y	N	N	N
Multi-Family		Y	Y	N	N	N
Single -Family Attached		Y	Y	N	N	N
Office		N	Y	Y	Y	N
Non-Auto Retail/Services/Commercial		Y	M	M	M	N
Childcare		Y	Y	Y	Y	N
Schools		C	C	C	C	N
Other Public Uses		Y	Y	Y	Y	Y
Government Facilities		Y	C	C	C	Y
Parks, Open Space, and Other Similar		N	N	N	N	Y
Maximum Block Length		Y	Y	Y	Y	Y
Density Minimum (15 Dwelling Units/Acre)		N	N	N	N	N
Density Maximums Prohibited		N	N	N	N	N
Maximum Building Height (>= 50ft)		Y	Y	Y	Y	N
Maximum Building Height		50	50	75	75	N/A
Score		**21**	**21**	**13**	**13**	**8**

Observations:

- Single- and mixed -uses are permitted outright in all zones, but single use multi-family residential is only available in higher density residential zones
- Government facilities, parks, open space, plazas, and similar public amenities vary throughout, but are generally more available in the Commercial zones
- Maximum block length applies to all zones except C-1 and C-1-D
- Most zones permit a portion of the required outright permitted uses (multifamily and single family attached residential, office uses, non-auto dependent retail/services/commercial, childcare, schools, and other public uses), but no zones permit all of them outright
- The more greens and yellows, the more CFA-ready a zone is with less modification.
- The Croman Mill District has the most qualifications for a CFA

Identify Zoning Changes

Zones were evaluated in more depth to determine the specific changes that are needed to bring them into compliance with CFEC rules. The purpose of the initial zoning code evaluation was to identify those zones that are the most CFA-ready, as a way to ensure that CFA-related changes occur where they will fit well within the existing built environment and simplify the City's process of updating zoning codes.

CFA Compatible Zones

Croman Mill (CM)	
Single Use	Y
Mixed Use	Y
Multi-Family	Y
Single -Family Attached	Y
Office	Y
Non-Auto Retail/Services/Commercial	M
Childcare	Y
Schools	C
Other Public Uses	Y
Government Facilities	C
Parks, Open Space, and Other Similar	N
Maximum Block Length	Y
Density Minimum (15 Dwelling Units/Acre)	N
Density Maximums Prohibited	N
Maximum Building Height (>= 50ft)	Y
Maximum Building Height	50
Score	**21**

Croman Mill District

The CM District Mixed Use Zone (CM-MU) is close to CFA-compliance. It permits outright all residential uses and already meets the building height maximum requirement.

To be in line with CFA rules, the CM-MU zone would need to be expanded to the entire site and must permit outright non-auto retail/service/commercial, schools, and civic uses. Parks and open space must be allowed, density minimums of 15 du/acre or more enforced, and density maximums prohibited.

Residential – High Density

Residential - High Density (R-3)	
Single Use	Y
Mixed Use	Y
Multi-Family	Y
Single -Family Attached	C
Office	C
Non-Auto Retail/Services/Commercial	N
Childcare	C
Schools	M
Other Public Uses	N
Government Facilities	N
Parks, Open Space, and Other Similar	Y
Maximum Block Length	Y
Density Minimum (15 Dwelling Units/Acre)	M
Density Maximums Prohibited	N
Maximum Building Height (>= 50ft)	C
Maximum Building Height	35
Score	**16**

The R-3 zone meets many of the CFA land use requirements, except for the 50 ft building height maximum and a portion of the permitted uses. To meet the CFEC requirements, the City of Ashland would have to adjust the currently permitted outright building height maximum from 35 ft (40 ft conditional) to 50 ft and change single-family attached, office uses, childcare, schools, and other public uses from conditional to permitted outright uses. An increase of residential density from 13.5 dwellings per acre would need to be changed to a minimum density of 15 du/acre with no maximum residential density. Non-auto dependent retail/services/commercial and civic uses must be permitted, and density maximums must be prohibited.

Commercia Downtown – Central Business District

Commercial - Central Business District (C-1-D)	
Single Use	Y
Mixed Use	Y
Multi-Family	C
Single -Family Attached	C
Office	C
Non-Auto Retail/Services/Commercial	Y
Childcare	Y
Schools	N
Other Public Uses	M
Government Facilities	Y
Parks, Open Space, and Other Similar	N
Maximum Block Length	N
Density Minimum (15 Dwelling Units/Acre)	N
Density Maximums Prohibited	N
Maximum Building Height (>= 50ft)	C
Maximum Building Height	40
Score	**15**

The Downtown Commercial District is Ashland's Central Business District (CBD), and is the city's nexus for employment, services, and transportation. It is more suitable as a CFA than most other zones because it already has conditional building height maximums of 55 ft and permits mixed uses, government facilities, parks, open space, and other similar public amenities outright. The residential density is currently 60 dwellings per acre, yet there are no minimum density requirements. To meet the full CFA requirements in this area, Ashland would need to mandate a minimum density of at least 15 dwelling units/acre, remove the density maximum, and permit outright building heights of 50 feet or more.

Commercial - Employment

Commercial - Employment (E-1)	
Single Use	Y
Mixed Use	Y
Multi-Family	C
Single -Family Attached	C
Office	C
Non-Auto Retail/Services/Commercial	C
Childcare	Y
Schools	M
Other Public Uses	Y
Government Facilities	Y
Parks, Open Space, and Other Similar	N
Maximum Block Length	Y
Density Minimum (15 Dwelling Units/Acre)	N
Density Maximums Prohibited	N
Maximum Building Height (>= 50ft)	C
Maximum Building Height	40
Score	**18**

The E-1 zone allows for a significant cross section of CFA requirements, but there are several uses like multi-family and single-family attached residential, and schools that would need to be permitted outright to qualify as a CFA. Within a designated CFA, parks and open space also need to be allowed, residential density minimums established, and density maximums prohibited. Like other Ashland zones, building height maximums would also need to be raised from a 40' height to 50'. E-1 zoned properties are also included within the Transit Triangle Overlay, which is discussed later in the document.

Other Residential Zones (R-1, R-1-3.5, R-2, RR, WR)

The lower-density residential zones share a lot in common with each other. They allow single- and mixed-uses and parks. They all partially or conditionally allow single-family attached, childcare, and schools. All except for R-2 do not currently allow office or non-auto retail/service/commercial uses. With the exception of R-2, these lower-density residential zones do not have density minimums except when brought into the City through annexation or as a zone change. The R-2 zone requires a minimum density of 80% the base density. These residential zones have maximum building heights of 35 ft.

Despite their low scores in our analysis, like all zones, these can be made compliant with CFEC rules with certain changes. All office, non-auto retail/service/commercial, childcare, schools, and civic uses would need to be permitted outright making these areas similar to Ashland's commercial zones. To be designated as qualified CFAs density minimums of 15 dwelling units per acres would need to be established and enforced density maximums must be prohibited and building height maximums would have to be raised to a minimum of 50 ft.

Other Commercial and Industrial Zones (C-1, M-1)

C-1 and M-1 zones both score very well in our analysis, but there are other factors that have left them as lower priorities. C-1 scored essentially the same as C-1-D and it would need the same changes to become CFA-ready. The C-1-D receives preference because it encompasses the part of the city with the highest density of jobs and built housing potential, but the adjacent C-1 areas would make good candidates to expand the CFA geographically if needed. C-1 also features prominently in the Transit Triangle Overlay, which is discussed in the next section.

The M-1 zone scored fairly well in our analysis, but it is not prioritized because industrial uses are not as easily relocated as other uses and the goal of the CFA project is to avoid creating undue burdens on the local economy. Additionally, industrial uses do not coexist with residential uses the same way that commercial uses do. That being said, if a portion of the M-1 zone is required to form the ideal CFA form, non-auto retail/services/commercial and schools will need to be permitted outright. Multi-family and single-family attached residential must be permitted along with parks and open space. Density minimums of 15 dwelling units or more must be created and building height maximums need to be raised to 50 ft. Density maximums would have to be prohibited, as well.

Y - Yes, Permitted Outright C - Conditional M - Mixed N - Not Permitted N/A - Not Applicable	Scoring Matrix Y = 2 C/M = 1 N = 0 40 ft = 1 35 ft = 0	Transit Triangle Base Zones			
		Commercial	Employment	Low Density Residential	High Density Residential
		C-1	E-1	R-2	R-3
Single Use		Y	Y	Y	Y
Mixed Use		Y	Y	Y	Y
Multi-Family		M	M	M	M
Single -Family Attached		C	C	C	C
Office		C	C	Y	Y
Non-Auto Retail/Services/Commercial		Y	C	C	N
Childcare		Y	Y	C	C
Schools		N	M	M	M
Other Public Uses		M	Y	N	N
Government Facilities		Y	Y	N	N
Parks, Open Space, and Other Similar		N	Y	Y	Y
Maximum Block Length		N	N	Y	Y
Density Minimum (15 Dwelling Units/Acre)		Y	Y	N	Y
Density Maximums Prohibited		N	N	N	N
Maximum Building Height (>= 50ft)		Y	Y	N	N
Maximum Building Height		50	50	40	40
Score		**18**	**21**	**15**	**16**

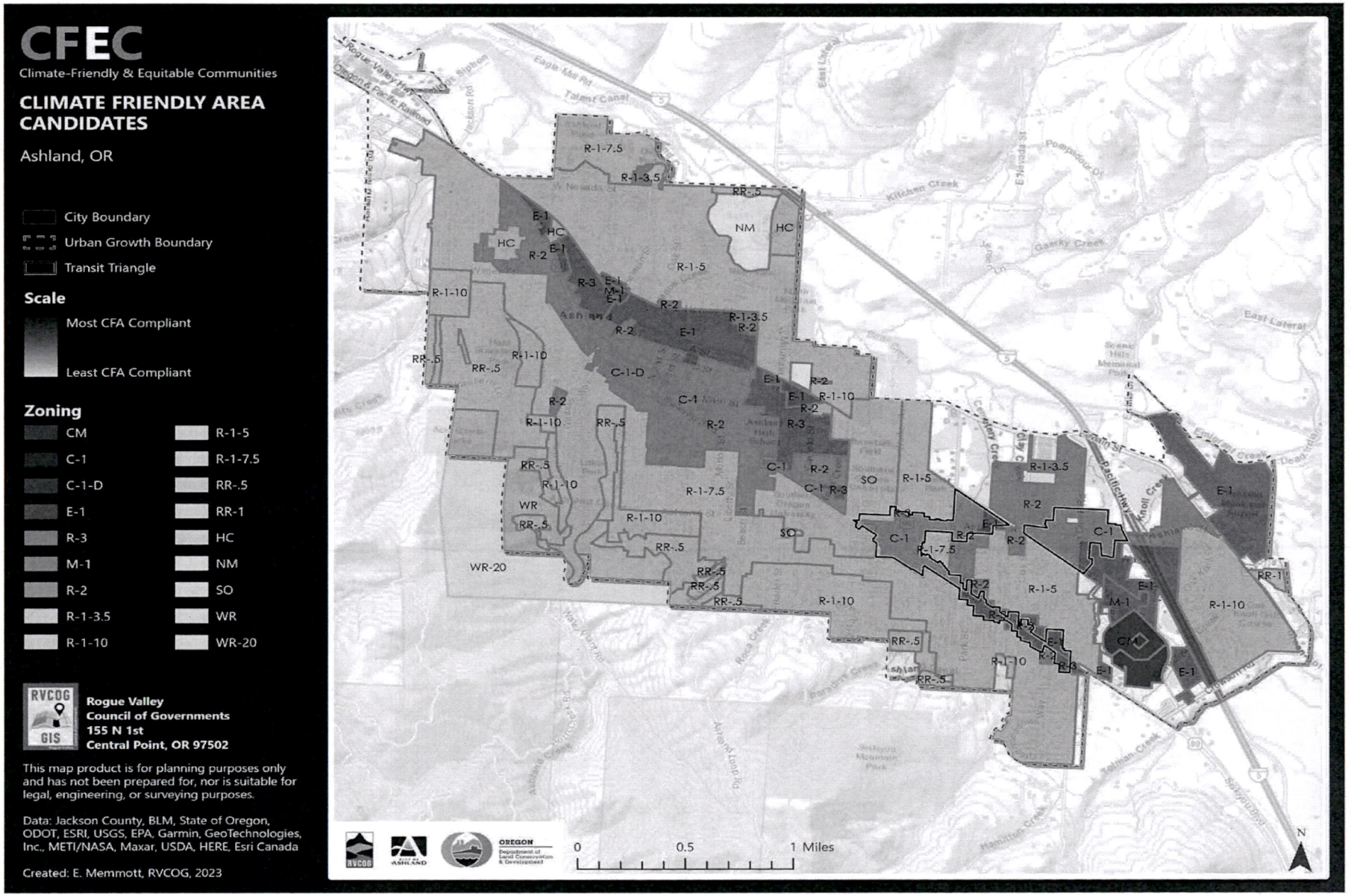
Transit Triangle Overlay

Table 4. Transit Triangle Zoning Analysis

The Transit Triangle Overlay (TTO) is intended to diversify the mix of housing and business types along major transit routes. Table 4 above shows that the overlay enhances the C-1 and E-1 zones within the TTO and significantly improves their scores in our analysis. However, for the TTO, multi-family residential uses are permitted only for rental and not for purchase. The main improvements to the C-1 and E-1 zones are the increased building height maximums, density minimums, and parks/open space. Within the TTO, the C-1 and E-1 zones have excellent scores and are some of the best candidate areas for CFA locations.

Map 3 on page 29 showcases the zones illustrates which best fit the CFA requirements. No zones are currently in compliance with CFEC rules, but Tables 2 and 3 show that the Croman Mill, Residential – High Density (RHD), and Commercial – Central Business District (CBD) zones stand out as being the closest. Small changes to permitted uses and the building height maximum would bring most into compliance.

Map 3. Zoning Analysis



CFA Capacity Calculation

Candidate CFA locations have been identified and prioritized, and this step evaluates each area's housing capacity. If the proposed CFA's boundaries do not encompass 30% or more of current and future dwellings, there will be a need for boundaries to be adjusted or the creation one or more additional CFAs. Additional CFA candidates that have been identified will be considered first for CFA expansion if need be and the evaluation process will begin at Step 2 for these sites.

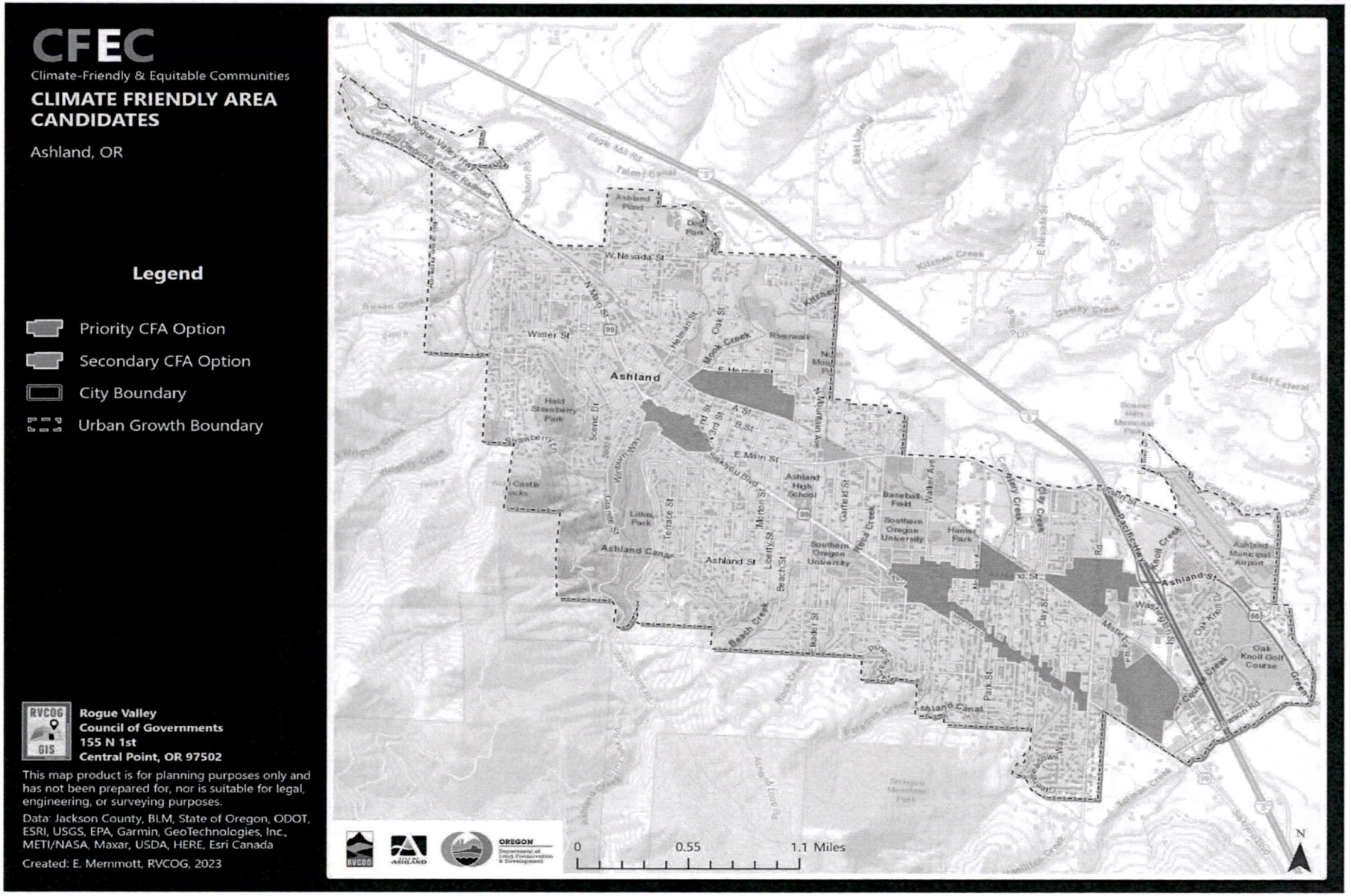
City Guidance

City staff have highlighted several priority CFA candidates, shown in Map 4 below. Staff selected these areas not only for their designated zoning's alignment to the CFA requirements, but also factored in development potential as an additional factor. The Croman Mill and Railroad Property sites are largely undeveloped and present strong cases for rapid CFA-related changes. The Transit Triangle is one of the priority CFA options within the city and do have the potential to be improved within the existing uses and make it more compatible as CFA requirement and it could look like a secondary downtown. Conversely, the Downtown area is largely built out, indicating a barrier to potential redevelopment. However, the current built environment is similar to what is expected of CFAs and could be adapted to CFA guidelines with little trouble and may serve as useful tracts for CFA expansion in the future.

City staff have highlighted several priority CFA candidates, shown in Map 4 below. Staff's selections were made based not only on how well the designated zoning aligns with CFA requirements but also considering the potential for development. Among these areas, the Croman Mill and Railroad Property sites stand out due to their underdeveloped nature, making them suitable for rapid CFA-related changes. Another noteworthy candidate area is the Transit Triangle Overlay, which holds a prime position among the CFA options within the city. There is potential to enhance this area while maintaining its existing uses, thereby making it more compatible with CFA requirements.

In contrast, the historic Downtown area is already extensively developed, posing a challenge for potential redevelopment. Despite this, its current built environment closely resembles what is envisioned for CFAs. With some adjustments, it could be brought in line with CFA guidelines without significant difficulty. As such, it could serve as a valuable location for potential CFA expansion in the future.

Map 4. Priority CFA Candidates



Croman Mill

The Croman Mill site is approximately 92 Acres in the southeastern corner of the city (Image 1). It is served by Siskiyou Blvd. at the south end and Mistletoe Rd. in the north. A master plan for the site was adopted in 2008, but development has yet to occur (Image 2). The plan calls for office and industrial uses for most of the site. Also, there is residential center and mixed-use zones allowed within the Croman Mill site.

The Croman Mill site is viewed as an excellent CFA location due to its redevelopment potential, large size, and proximity to quality transit service and bicycle and pedestrian infrastructure.

Image 1 - Croman Mill

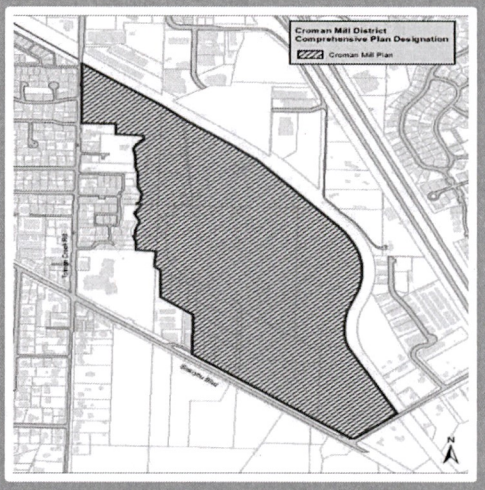
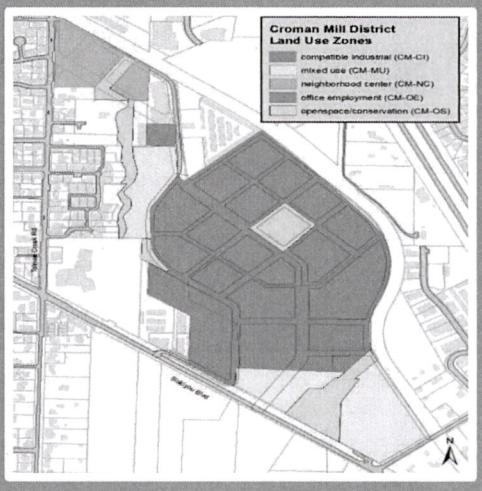


Image 2 - Croman Mill Planned Zones



Railroad Property

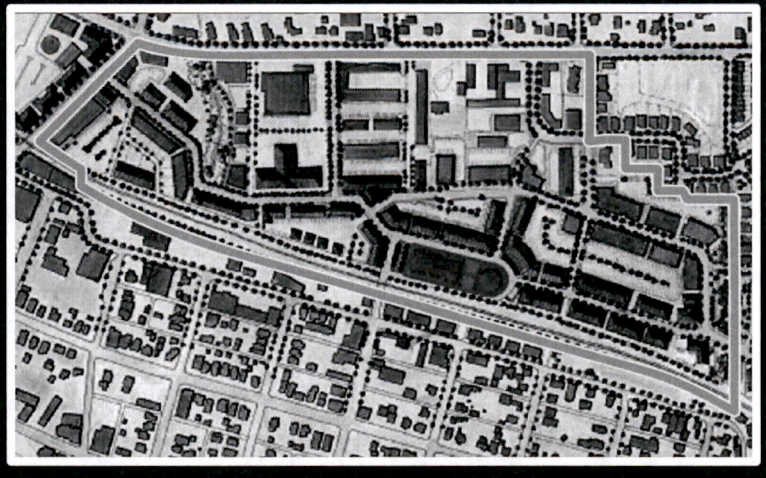
The Railroad Property site is 57 Acres in the center of the city, just a few blocks north of downtown (Image 3). The site rests between the rail line and E Hersey St. The northern half of the site is developed with commercial, and employment uses, but the majority of the southern portion of the site is undeveloped.

The 2001 master plan for the site shows a pedestrian-focused mixed-use area intermingled with civic uses adjacent to the existing northern commercial area enhanced with new local streets connecting to E Hersey St (Image 4).

Image 3 - Railroad Property



Image 4 - Railroad Property Master Plan



Transit Triangle Overlay

The Transit Triangle is intended to facilitate a mix of housing types and businesses along major transit corridors on Siskiyou Blvd., Ashland St., and Tolman Creek Rd. The goal is to create an environment that is friendly to walking, biking, and using transit.
The Transit Triangle, as written, is close to meeting CFA requirements and as a result it is considered one of the priority CFA options the city can consider. The Transit Triangle has an area of 167 acres and that area could theoretically have a considerable additional housing capacity.

Downtown

The downtown area closely resembles the vision of what a CFA can look like when it has reached maturity and there would be few adjustments needed to make it CFA-compliant. However, it is almost completely built out and there have been very few new construction projects in the area over the last 20 years.
However, the community has expressed interest in implementing CFA strategies significantly beyond what is minimally required, and the downtown area stands out as an obvious place to include in any expansion efforts.

Image 5 – Transit Triangle



Image 6 – Downtown



Calculate Housing Unit Capacity

This method was adapted from the DLCD Climate-Friendly Areas Methods Guide. The calculation follows the prescriptive path described in the methods guide. Total Housing Unit Capacity in CFA is estimated using the following variables:

- The Net Developable Area in sq. ft. (a)
- The maximum number of building floors (f)
- The assumed percentage of residential use (r)
- The average size of a housing unit in sq. ft. (s)

Using these, the housing unit capacity (U) in any part of a CFA can be given by a simple formula:

$$\text{Housing Unit Capacity } (U) = \frac{(\text{ Net Developable Area } * \text{ Maximum floors } * \text{ Resident use percentage })}{Average\ Housing\ Unit}$$

Note: In the above formula, the results are rounded to the nearest integer.

Net Developable Area and Maximum Building Floor factors in the above calculation requires some additional sub-calculations. The values to use for Assumed Percentage of Residential Use (r) and Average Size of a Housing Unit (s) are given in the rules.

Each uniquely zoned area of the CFA will have its own calculations of these factors and the above housing unit formula. Then they are summed for the CFA area to give the total Housing Unit Capacity.

Evaluation

Assumptions

Both the Croman Mill District and Railroad Property sites have significant development opportunities, and while they are master planned, specific lots have not been identified. Additionally, while ongoing master planning efforts are underway (Croman Mill District revisions), there are several changes being worked on at the moment that could significantly affect the layout of these sites, the details of which will not be available for some time. Therefore, it is prudent to use city standards to determine gross and net block areas. The Right-of-Way (ROW) set aside is 20%, as that is the DLCD standard. We use the street network plans when available to measure out the undevelopable area and subtract it from the overall area. The same standards will be applied for the Transit Triangle area to calculate the housing capacity of the site.

These calculations are based on the block level and do not count for interior lot setbacks. All sites are within 0.5 miles of a frequent transit corridor according to OAR 660-012-0440, and parking minimums cannot be mandated within this area. Values shown below may differ slightly from actual values due to rounding.

Note that 30% of projected needed housing for the city is **3,469.**

Equations		
Gross Block Area	=	Block Length x Block width
Net Block Area	=	Gross Block Area – deductibles (ex. Alleys)
Net Developable Area	=	Net Site Area – (Green space, ROW, Streets, etc.)
Building Floors	=	(Building Height Max -10) / 10
Housing Units	=	Net Site Area x Percent Residential Use x Floors / Avg. Housing Unit Size
Units per Acre	=	Housing Units / Net Area

City Standards			
Block Length			**400 ft**
Block Perimeter			**1,600 ft**
Gross Block Area	400 ft x 400 ft =	**3.67 Acres:**	**160,000 sq. ft**
Right-of-Way Set-Aside	*(DLCD rule of thumb)*		**20%**

DLCD CFA Standards	
Percent Residential Use	**30%**
Average Housing Unit Size	**900 ft**

Calculations

Croman Mill		
Site Area		**92.69 Acres**
Green Space		**10.1 Acres**
Street Network	*Approximately*	**20 Acres**
Net Developable Area	65 Acres:	**2,821,010 sq. ft**
Housing Units Capacity		**5,142**
Percentage from Needed Housing	*(Housing Unit Capacity/Needed Housing).*	**148%**
Units Per Acre		**79**

Croman Mil District Results

5,142 units is more than the Needed Housing Units the city will need to meet the CFA requirement of 30% of projected needed housing units, which is **3,469**. The Croman Mill site has the potential to host 28% more than the required 30% of projected needed housing units. Please note that this calculation accounts for the individual Housing Unit capacity of all the different planned land use zones, mainly because different zones allow for different building heights, within the Croman Mill site .

The cumulative housing unit capacity across the site results in a total of 5,142 dwellings. Despite this capacity based on maximum building size, minimum unit size, and maximum lot coverage, City Staff anticipates that the more realistic development scenario would be closer to the minimum residential density of 15 dwellings per acre, rather than the maximum calculated feasibility of up to 80 units per acre. Thus, utilizing 15 units per acre across the 65 net developable acres of the Croman Mill District would lead to a more limited capacity of 975 dwellings. In assessing the designated CFA sites, City Staff would aim to ensure that the 3,469 dwelling units required within CFAs are achievable at the minimum residential density required, rather than the maximum density achievable.

Transit Triangle Overlay			
Site Area			**162.89 Acres**
Green Space		*Approximately*	**7.51 Acres**
R.O.W	*(DLCD Standard)*		**20 %**
Net Developable Area		148 Acres	**6,447,752 sq. ft**
Housing Units Capacity			**7,524**
Percentage from Needed Housing	*(Housing Unit Capacity/Needed Housing).*		**217 %**
Units Per Acre			**52**

Transit Triangle Overlay Results

The Transit Triangle overlay is capable of hosting around 7,524 units within it if developed in its entirety at the maximum allowable residential density afforded within a CFA. This site alone can meet and exceed the Projected Needed Housing for the city. Please note that this calculation accounts for the individual Housing Unit capacity of all the different planned land use zones, mainly because different zones allow for different building heights, within the Transit Triangle Overlay and

The sum of all the housing unit capacity for the site gives us 7,524 units based on maximum development capacity. However, the Southern Oregon University zone (SO) portion within the Transit Triangle Overlay is not accounted for in the calculations of the housing unit capacity. That zone is being governed by the Southern Oregon University Masterplan. To avoid further complicating overlapping zones and overlays, the SO zone is excluded from the CFA. City Staff have further determined a revised residential density for the Transit Triangle Area, exclusive of the SO zone, based on the scenario where the area is developed at the CFA minimum residential density of 15 dwelling units per acre. This calculation results in an estimated total of 2,220 dwelling units.

Railroad Property		
Site Area		**57.27 Acres**
Green Space	*Approximately*	**6.41 Acres**
Street Network	*Approximately*	**12.52 Acres**
Net Developable Area	38.34 Acres	**1,670,090 sq. ft**
Housing Units Capacity		**2,226**
Percentage from Needed Housing	*(Housing Unit Capacity/Needed Housing).*	**64%**
Units Per Acre		**58**

Railroad Property Results

The calculated **2,226** housing units of the Railroad Property are not independently enough to meet the CFA requirement of 30% projected needed housing units. The site is short of 1,243 units from being compliance with the CFA requirements were it the sole CFA within the city. Therefore, an expansion of some kind must be considered.

One option for the city is to contemplate were the railroad site to be the primary CFA would be enlarging the boundaries of the Railroad site to encompass the developed residential and commercial regions nearby, which could bridge the existing gap were this site to be the exclusive CFA within Ashland. CFAs. Alternatively, the city has the option to label the Railroad site as a secondary CFA site, with the primary CFA sites being the Croman Mill District and/or Transit Triangle Overlay area. Collectively, these sites would fulfill the CFA requirement to accommodate 30% of Ashland's housing needs.

Conclusion

The Croman Mill and Transit Triangle sites both can provide ample room for CFA development to fulfill the requirement of the CFEC rules for 30% of projected needed housing units. The specific boundaries that have been analyzed could change in a variety of minor ways without bringing the unit count below the necessary threshold.

The Railroad property falls short in covering 30% of the Projected Needed Housing for the city. In any case, resizing the boundary could help increase the housing capacity of the site and bring it closer to compliance with the 30% requirement of the CFEC, or best-case scenario it will bring the railroad property to a full compliance with the 30% requirement of the CFEC.

The downtown area has been included in this discussion because it remains relevant to the CFA transformation and may end up included in a broad CFA overlay that encompasses the major employment, commercial, and higher-density residential areas of the city, even if it is not needed to meet the housing requirement.

Overall, the city of Ashland does have a few options when designating a CFA site. The site will need to be fully compliant with the CFEC land use regulations, and most of the sites do not need major updates to bring them up to compliance with the CFEC regulations. Both Transit Triangle and Croman Mill sites are compatible with the 30% projected needed housing in the city. However, the railroad property does not have the capacity to host the full 30% of the projected needed housing, but it could act as a secondary CFA and as a safety buffer for the projected housing units for the primary CFA(s). City Staff highlights that if the potential CFA candidate areas, namely the Croman Mill District, the Transit Triangle Overlay area, and the Railroad site, are individually developed to meet the minimum density requirement set for designated CFAs (which is 15 units per acre), their combined residential development capacity even at this minimum would successfully meet the CFA mandate of accommodating a minimum of 30% of Ashland's housing demands.

Chapter 3: Anti-Displacement Mitigation Strategies

CFA Redevelopment Outcomes

Due to the nature of the regulations, an area designated as a climate friendly area gains the capability to be redeveloped for a wide variety of uses and dense housing types. While these factors intend to promote nodes not reliant on personal automobile use, they also have the capability of creating modernized, attractive, and competitively priced developments which can subsequently displace protected classes. This trend, known as gentrification, can become a component of a climate friendly areas if cities do not carefully analyze a CFA's location and consider proper phase 2 protections to ensure the developments remains accessible to all populations.

Anti-Displacement Map Analysis

Recognizing this potential threat, DLCD has prepared an anti-displacement guide. This guide classifies areas by neighborhood type which are characterized by their income profile, vulnerable classes, amount of precarious housing, housing market activity, and overall neighborhood demographic change. Each area is identified through the DLCD anti-displacement map, which can be found here: Anti-Displacement Map

Each neighborhood type is categorized as one of the following:

Affordable and Vulnerable

The tract is identified as a low-income tract, which indicates a neighborhood has lower median household income and whose residents are predominantly low-income compared to the city average. The neighborhood also includes precariously housed populations with vulnerability to gentrification and displacement. However, housing market in the neighborhood is still stable with no substantial activities yet. At this stage, the demographic change is not under consideration.

Early Gentrification

This type of neighborhood represents the early phase in the gentrification. The neighborhood is categorized as a low-income tract having vulnerable people and precarious housing. The tract has a hot housing market, yet no considerable changes are found in demographics related to gentrification.

Active Gentrification

These neighborhoods are identified as low-income tracts with a high share of vulnerable people and precarious housing. The tracts are experiencing substantial changes in housing price or having relatively high housing costs found in their housing markets. They exhibit gentrification-related demographic change. The latter three neighborhoods on the table are designated as high-income tracts. They have hot housing market as they have higher rent and home value with higher appreciation rates than the city average. They also do not have precarious housing anymore. However, Late Gentrification type still has vulnerable people with experiences in gentrification related demographic changes.

Late Gentrification

This type of neighborhood does not have predominantly low-income households, but still have vulnerable population to gentrification. Their housing market exhibits high housing prices with high appreciations as they have relatively low share of precarious housing. The neighborhood has experienced significant changes in demographics related to gentrification.

Becoming Exclusive

The neighborhoods are categorized as high-income tracts. Their population is no longer vulnerable to gentrification. Precarious housing is not found in the neighborhoods. However, the neighborhoods are still experiencing demographic change related to gentrification with hot housing market activities.

Advanced Exclusive

The neighborhoods are identified as high-income tracts. They have no vulnerable populations and no precarious housing. Their housing market has higher home value and rent compared to the city average, while their appreciation is relatively slower than the city average. No considerable demographic change is found in the neighborhoods.

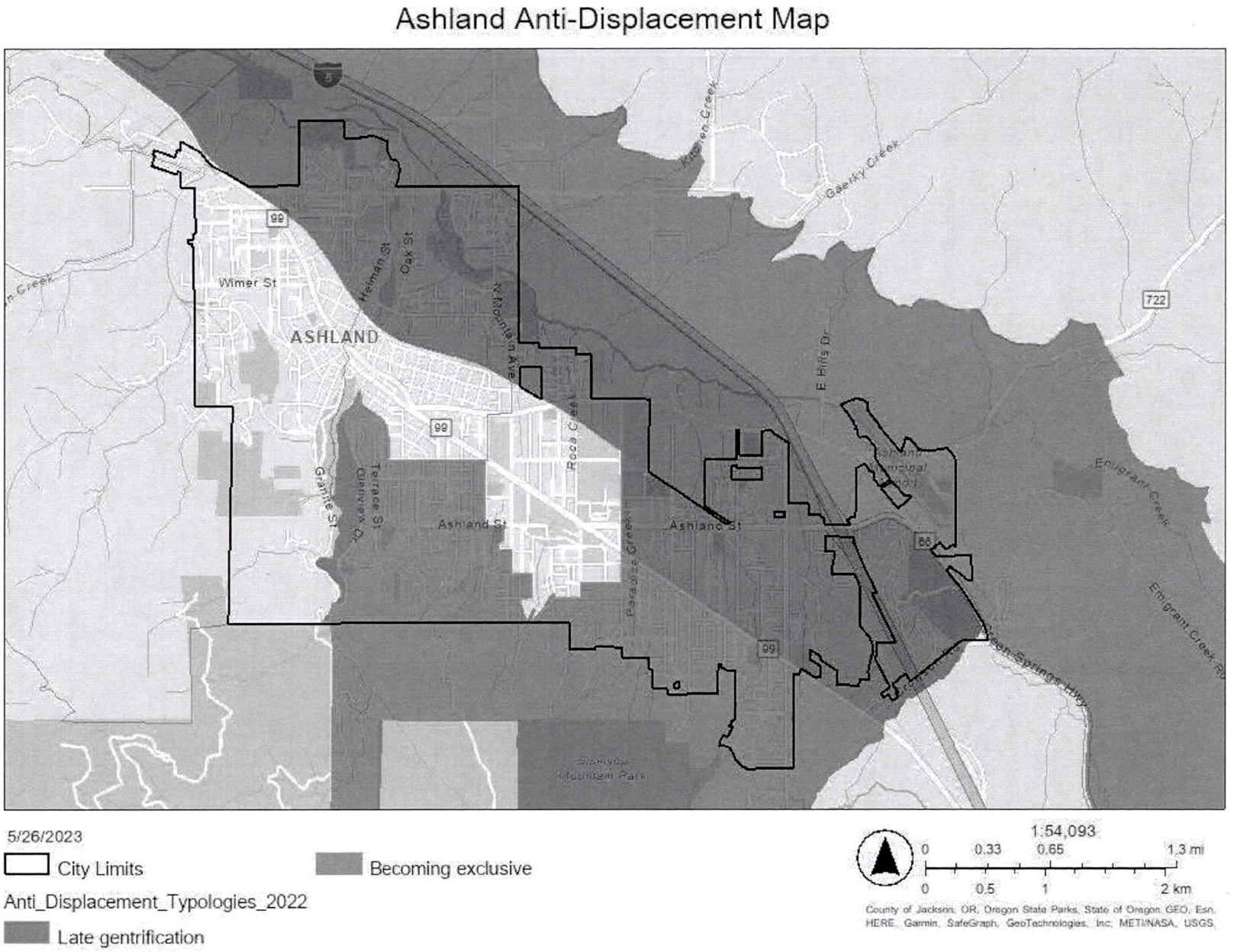
Unassigned

The unassigned tracts have not experienced any remarkable changes in demographics or housing markets. The neighborhood has been stable with unnoticeable change, yet this does not necessarily mean that there is no need for extra care compared to other neighborhoods with assigned types. Planners need to engage with the communities to make sure the neighborhood is stable while aligning with community needs and desires.

Neighborhood Types Present Within the Proposed CFA

As proposed, the candidate CFA for Ashland currently lies within a census tract 18 of Jackson County, which is identified by the neighborhood type: **Late Gentrification**, see the following map.

Map 5. DLCD Anti-Displacement Map



Suggested Strategies

It is important to note that the while the project's scope of work directly referenced DLCD's housing production strategies (HPS) as a component of the anti-displacement analysis, the City of Ashland has an approved Housing Production Strategy report which satisfies DLCDs requirements and aims to ensure sustainable and equitable residential development within the city. Because the housing production study was put out for public comment on May 23rd, 2023, the technical analysis in this report utilized DLCD's HPS for the purposes of the Climate Friendly Area analysis. Nonetheless, the technical analysis team recommends use of the in-depth HPS report produced by the City of Ashland for phase 2 of the CFA study.

Referring to DLCD's housing productions strategies, which can be found here, RVCOG has identified the following strategies to ensure that a climate friendly areas acts as an equitable community. In selecting strategies RVCOG prioritized strategies color coded as green for the **Late Gentrification** neighborhood type for their likeliness to generate little to no adverse impact, factoring in local context and feasibility as well.

Category A: Zoning and Code Changes

A03: Density or height bonuses for affordable housing.

Cities could consider introducing a height and density bonus for developments which introduce units between 30% - 120% of the average median income (AMI). RVCOG suggests using the CFA thresholds as a potential model for such bonuses, in the case of Ashland potentially allowing an increased 10 feet of maximum height and additional 5 dwellings per acre. City Staff notes that Ashland presently allows an affordable housing density bonus of up to two market rate units for every qualifying affordable housing unit provided, accommodating up to a 35% increase in residential density.

A07: Single Room Occupancy

Single room units, such as junior accessory dwelling units, present a new housing typology not commonly considered among residential zones. Enabling this use as a permitted accessory component of a multi-unit development could provide developers with the opportunity to provide unique housing arrangements and a variety of units at different price points. (New State Law)

A14: Re-examine Mandated Ground Floor Use

The City of Bend has determined that while lively streetscape in a dense environment is a worthy goal, mandating that ground floors be occupied by commercial uses when the surrounding market forces can't support such a use can contribute to decreased development or loss of area for dwellings. City Staff notes that HB 2984, passed in the 2023 State Legislative Session, allows the conversion of buildings from commercial use to housing without a zone change or conditional-use permit. It prohibits local governments from requiring more parking and limits collection of system development charges. This statewide legislation effectively allows residential ground floor use within commercial buildings.

Category B: Reduce regulatory Impediments

B10: Public Facility Planning

Factoring that some of the proposed CFA sites are largely vacant, assisting in providing public facilities could make these sites more attractive for development. Furthermore, assisting in providing public facilities may enable the city to prioritize key connections or better plan for expansion in the future.

B07: Flexible Regulatory Concessions for Affordable Housing

Considering that cities within the 10,000-24,999 population range are in one of the lower ranges for prescriptive CFA standards, enabling affordable housing to move into some of the upper thresholds could present a unique advantage further attract affordable housing. Furthermore, this strategy enables a CFA to evolve directly in response to its City's population growth, possibly resulting in a CFA pre-emptively meeting the next threshold's requirements.

B19: Survey Applicant on Development Program Decision-Making

User feedback can help illustrate frustrations or pitfalls in the planning process not seen by staff. Utilizing a survey as litmus test for ease of development within a CFA can serve as an asset not only to the CFA, but the City's Planning department as a whole. City Staff notes that in February 2023 the City Community Development Department surveyed all individuals that obtained a Planning Permit, or Building Permit, from 2018-2022. The City is in the process of establishing a Development Process Management Advisory Committee made up developers, builders, architects, and private planners, to assist in reviewing the survey and to recommend areas to improve the permitting process and reduce barriers to the development of needed housing.

Category C: Financial Incentives

C01: Reduce or exempt System Development Charges (SDCs) for needed housing.

SDC's are often seen as necessary yet prohibitive cost associated with new development. Granting exemptions for needed dense and affordable housing helps clear the way for development, while commercial developers seeking to capitalize on attractive areas by constructing recreational or tourism oriented, or general luxury developments can bear a larger part of the burden when it comes to needed infrastructural growth. City Staff notes that Ashland presently waives all SDCs for qualified affordable housing.

C04: Incentivize Manufactured and Modular Housing.

Manufactured and modular housing could be a popular option in vacant CFA areas as it can be constructed for less cost and added on to as a larger population occupies the CFA. Modular housing also supports homeownership rather rented housing, a notion that could ensure a CFA acts as equitable community for permanent residents and doesn't become an area merely for vacation rentals. City Staff notes the City's adopted Housing Production Strategy includes a strategic action to create a Manufactured Park Zone to preserve existing parks and potentially identify opportunities for additional manufactured home parks. Manufactured and Modular housing are presently permitted outright on

individual residentially zoned lots within the City with the exception of designated National Register Historic Districts.

Category D: Financial Resources

D02: Low Income Housing Tax Credit (LIHTC).
Federal tax credits represent an external opportunity for an affordable housing development to feasibly occur within a city. Disclaiming these opportunities to developers comes at little cost to the city, and can facilitate mixed income housing that contributes to a more diverse set of demographics within a CFA.

D09: Demolition Taxes
A demolition tax can ensure that new development within a CFA introduces a greater density than the existing structure or be forced to be pay a tax to fund a housing trust fund. Demolition taxes help mitigate the effects of higher density, aging housing being replaced by lower density, newer, market-rate homes, which could occur if the CFA is sited in a more historic area of a community, or the introduction of the CFA regulation induces more affluent populations seeking proximity to mixed uses.

D09: Construction Excise Tax
Seeing as the CFA's are located on vacant land, a construction excise tax (CET) seems to be an apt solution to ensure development of a CFA accrues funds for affordable housing projects both within the CFA and elsewhere. City Staff notes the City's adopted Housing Production Strategy includes a strategic action to evaluate establishing a CET to support affordable housing development within the community.

Category E: Tax Exemption and Abatement

E03: Vertical Housing Development Zone Tax Abatement
This housing production strategy authorized ORS 307.841 directly aligns with the live work environment that's meant to appear within CFA's and is natural candidate to assist in mixed use development. The effectiveness of this strategy could be somewhat bound by a CFA's respective height limits but coupled with affordable housing density bonuses could be quite effective. City Staff notes that Ashland presently established a Vertical Housing Development Zone to correspond with the Transit Triangle Overlay rea. As this Transit Triangle area is a candidate for a CFA, this strategy is in already place within one of the potential CFA areas under consideration.

E04 & E05: Multiple Unit Tax Exemptions (Property and Limited taxes)
Similar to the Vertical Housing Tax Abatement, the multiple unit tax exemptions could serve as a symbiotic strategy to the type of development intended to occur within a CFA. Whether this strategy seeks to aid in overall feasibility by being a long-term exemption or aid in the initial

E10: Delayed tax Exemptions
Delayed tax exemptions can be seen as a viable strategy to allow new development recoup construction costs and establish a profitable base before falling below 80% AMI. This strategy could benefit initial

developments in CFA's, and later assist them in serving a new economic bracket when the area becomes more developed.

Category F: Land, Acquisition, Lease, and Partnerships

F17: Designated Affordable Housing Sites
Designating CFA's partly or entirely as affordable housing sites can ensure the best use of the land in the future. While price control measures may ward off developers initially, highlighting tax exemptions and streamlined planning process coupled with the relative newness of the CFA regulations may highlight these areas as feasible location for affordable housing.

F19: Affordable Housing Preservation Inventory
Identifying and inventorying areas currently hosting affordable housing enables staff to examine what contextual factors have led them to appear in their community, and informs areas to proceed with caution when expanding the CFA.

City staff are encouraged to review and evaluate the list of strategies when it comes time for phase 2 zoning reform.

City Staff emphasizes that the strategic actions outlined in the approved Ashland Housing Production Strategies will be evaluated in the context of identifying and implementing Climate Friendly Areas (CFAs). A new CFA land use designation would be crafted with the primary goal of encouraging the development of transit supported mixed-use, higher-density environments that actively diminish the dependence on fossil fuels. The evaluation process will pay particular attention to addressing the potential displacement of existing affordable housing within any designated CFA area while simultaneously seizing the opportunities to foster necessary housing options within the designated areas. This comprehensive approach underscores the city's commitment to both sustainable urban development and the preservation of affordable housing for its residents.

Appendix A: Acronyms

Regulatory:

- LCDC = Land Conservation & Development Commission
- DLCD = Department of Land Conservation & Development
- OAR = Oregon Administrative Rules
- CFA = Climate Friendly Area
- CFEC = Climate Friendly & Equitable Community

Technical:

- HNA = Housing Needs Assessment
- HCA = Housing Capacity Analysis
- HPS = Housing Production Strategy
- NDA = Net Developable Area
- HUC = Housing Units Captured
- MF = Multifamily Housing
- SF = Single Family Housing

Appendix B: **References**

- Climate-Friendly Areas Methods Guide by DLCD.
- CFA Anti-Displacement Analysis by DLCD.
- Housing Production Strategy by DLCD.
- The cover picture used in the study document is by Fred Stockwell

Climate Friendly Areas Study

City of Ashland, OR

Rogue Valley
Council of Governments

155 N First St
P.O. Box 3275
Central Point, OR 97502
(541) 664-6674
Fax (541) 664-792

CITY OF ASHLAND
Better Together

September 19, 2023

Evan Manvel, Climate Mitigation Planner
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Re: Climate Friendly Area (CFA) Study Report

Dear Mr. Manvel,

At its September 19, 2023 meeting, the Ashland City Council reviewed and approved the attached Climate Friendly Area Study and directed staff to submit it to the Department of Land Conservation and Development (DLCD) for review.

Ashland has opted to identify three primary Climate Friendly Areas (CFAs) as well as looking at our existing downtown, which is a National Register of Historic Places-listed historic district and largely developed, as a potential secondary CFA.

We look forward to working with DLCD over the coming year as we finalize the identification of our CFAs and adopted the code and map revisions necessary for implementation.

Thank you for your efforts over the past years to craft and implement the Climate-Friendly & Equitable Communities Rules and for your consideration of the attached CFA study.

_____ September 19, 2023

Mayor Tonya Graham, City of Ashland — Date

Office of the Mayor, City of Ashland
20 East Main St.
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488-6002
Fax: 541.552.5311
TTY: 800.735.2900

Designation of Climate-Friendly Areas

OREGON
Department of Land Conservation & Development

What's a climate-friendly area and who's required to designate them?

A climate-friendly area (CFA) is a neighborhood where people can meet most of their daily needs without being forced to drive. They are urban mixed-use areas that contain, or are planned to contain, a mixture of housing, jobs, businesses, and services. These areas are served, or planned for service, by high quality pedestrian, bicycle, and transit infrastructure to provide frequent and convenient connections to key destinations within the city and region. In most cases, climate-friendly areas will provide additional opportunities for housing and employment locations in addition to currently zoned residential and employment areas.



Certain cities in Oregon's seven largest metropolitan areas outside of the Portland metropolitan area (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland-Central Point, and Salem-Keizer) are required to adopt zoning to enable this type of development. Cities within the Portland metropolitan area will continue to implement similar and previously-adopted programs.

What's the purpose of the community engagement plans required for the designation of climate-friendly areas?

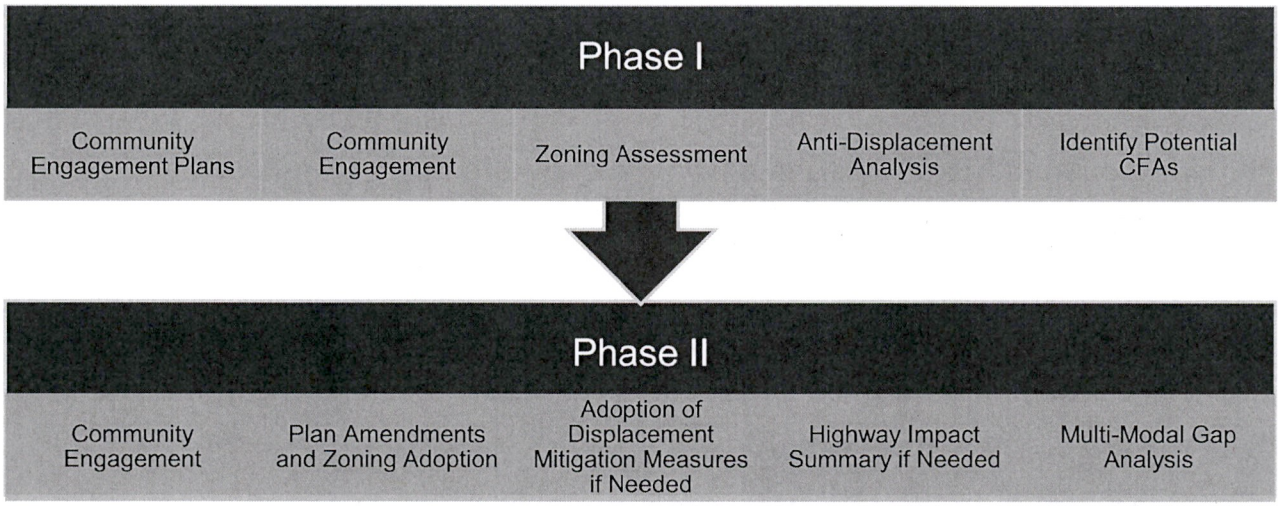
- To gather community input on CFA studies and zoning, with an emphasis on reaching out to underserved populations in order to identify and prioritize equitable outcomes.
- To meet state and local public participation and equitable engagement requirements.
- To help cities evaluate the potential for displacement of underserved populations prior to the designation and zoning of climate-friendly areas. Then, to help cities identify mitigation policies concurrent with or prior to zoning climate-friendly areas, when necessary to avoid displacement.

What is the process for designating climate-friendly areas?

The designation process for climate-friendly areas is divided into two phases:

1. **Phase 1, CFA studies** will identify potential CFAs and evaluate development standards that may be applied within them. The studies must be prepared and submitted for review and comment no later than December 31, 2023. The CFA study is not a land use decision.

2. **Phase 2, CFA locations and development standards** must be adopted. This phase begins with a decision of which of the studied areas will be climate-friendly areas. Cities are not limited to considering only the potential CFAs identified in the study phase. Then cities will likely need to amend zoning in these areas to comply with applicable standards ("likely" because some cities may currently have development standards that comply with CFA requirements). Additionally, cities must adopt a climate-friendly element to their comprehensive plans. The second phase must be completed by December 31, 2024, unless a time-extension request is approved.



For Phase 1 – completion of the CFA study – cities will:

1. Develop a community engagement plan to be integrated throughout both phases.
2. Identify potential CFAs based on **locational criteria**. This will involve:
   a) Evaluate downtown areas, planned or existing urban centers, neighborhood centers, transit corridors, and similar areas;
   b) Identify significant **infrastructure bottlenecks** that would impact the ability to realize more intense development;
   c) Determine if high-quality transit, bicycle, and pedestrian services are present, or may be provided;
   d) Look for significant **natural hazards** (floodplain, slopes, etc.) that could prevent more intense development; and
   e) Determine if potential CFAs would meet the minimum size requirements.
3. Evaluate existing development standards and the level of change needed.
4. Evaluate whether **displacement of underserved populations** would be likely to result from designation of each CFA and identify mitigation measures that could prevent displacement. ("Displacement" occurs when current residents are priced out of their current homes, often through redevelopment and higher housing costs.)
5. **Submit the study** containing the information identified above, by December 31, 2023.

Other Considerations for Phase 1:

- Cities with a population **between 5,000 to 10,000** only need to designate one climate-friendly area that is at least 25 acres.
- Cities with a population **above 10,000** must designate climate-friendly areas sufficient in size to accommodate at least 30% of identified current and future housing needs.
- The **size of CFAs** for cities over 10,000 are based upon zoned residential building capacity.
- Cities may designate **one or many CFAs**. Cities over 10,000 need to demonstrate that the CFA or CFAs cumulatively provide sufficient zoned residential building capacity to accommodate at least 30% of the current and projected future housing needs.
- Studies are submitted to the Oregon Department of Land Conservation and Development (DLCD) for review and feedback on the study.
- CFA studies will be available for **public review and comment** concurrent with the DLCD's review (within 90 days of report submittal).
- The **studies are not land use decisions** and may not be appealed.

CFA studies will provide information regarding each of the CFA candidate areas to inform the community's decision-making process to determine which CFAs should be designated (see Table 2 below for an example of what that might look like).

For Phase 2 – CFA zoning and comprehensive plan amendments – cities will:

1. **Review and select** CFAs, based on CFA study information, and guidance from the community.
2. Perform **multi-modal gap analysis** on transit, bicycle, and pedestrian services and infrastructure.
3. Complete a **highway impact summary**, if applicable.
4. Determine **development standards** for each CFA.
5. Adopt **displacement mitigation** policies if need.
6. Prepare development codes and a **climate-friendly element** to the comprehensive plan for consideration and adoption through public hearings.
7. Conduct public hearings and **adopt CFA zoning** and comprehensive plan amendments.

Other Considerations for Phase 2:

- Each city will use its own local process to decide which areas will be CFAs. The typical process or processes will require changes to zoning maps, development code requirements, and comprehensive plans.
- Cities of 25,000 or more may designate some CFAs with less intensive development standards, if they wish to.
- CFA zoning includes:
    - A variety of **outright-permitted** residential, commercial, service, and employment uses.
    - May include abutting high-intensity residential or employment areas.
    - Prioritization for locating **public-serving facilities** and the location of parks, plazas, and open space areas. Where feasible, street trees and other landscaping should be provided in CFAs.
    - Block length standards that facilitate **pedestrian connectivity**.
    - Development limitations are based on **allowed building height** and other site development requirements rather than residential density limits.
    - Reduced **parking requirements**.
- Community engagement will center consideration of **equitable outcomes** for underserved populations.
- A **highway impacts summary** may need to determine potential traffic generation from CFAs
- CFAs need to be designated prior to updating a Transportation System Plan

Resources

Kevin Young, Senior Urban Planner, DLCD – the language of these rules, deadlines, etc. kevin.young@dlcd.oregon.gov (503) 602-0238.

Disclaimer

This document is an overview of the new administrative rules that apply to climate-friendly area designation. The rules are contained in the Oregon Administrative Rules in OAR 660-012-0310 through 660-012-0325, as well as OAR 660-012-0012(4)((c) and (5)(b) and (c) (deadlines), and OAR 660-008-0010 and 660-008-0050 (housing rule components). Nothing in this document should be construed as Oregon Administrative Rules. A current copy of the adopted Oregon Administrative Rules should be acquired from the Oregon Secretary of State and used to fulfill planning requirements.

Table 1: Two Options for Land Use Requirements in Climate Friendly Areas

		Option 1 Prescriptive Standards		Option 2 Outcome-Oriented Standards
Cities and Urbanized County Areas (by population)	**Sizing of CFA Areas**	**Minimum Residential Density Requirement**	**Maximum Building Height No Less Than**	**Target Development Levels**
5,001 – 9,999	At least 25 acres	15 dwelling units/net acre	50 feet	20 homes and jobs/net acre
10,000 – 24,999	At least 30% of total housing need	15 dwelling units/net acre	50 feet	20 homes and jobs/net acre
25,000 – 49,999	At least 30% of total housing need	20 dwelling units/net acre	60 feet[4]	30 homes and jobs/net acre
50,000 – 99,999	At least 30% of total housing need	25 dwelling units/net acre	85 feet[4]	40 homes and jobs/net acre
100,000 +	At least 30% of total housing need	30 dwelling units/net acre	85 feet[4]	50 homes and jobs/net acre

Table 2: Example of How a City Might Summarize Findings by Study Area for CFA Studies

Considerations Regarding CFA Candidate Area 1 – Downtown Planwell
Would CFA designation be consistent with prior or current planning efforts for this area?
• Yes, the older portion contains a good mix of employment and residential uses, with an abundance of on-street parking, and few parking lots. With downtown transit center, connectivity to the hospital and other major employers is excellent.
Area (at least 25 acres required if primary CFA)
• 78 acres
Meets minimum 750 foot width with or without abutting parks, high density residential or employment uses/zoning
• Yes, the downtown meets this standard with or without abutting riverfront and other parkland.
Are there abutting high intensity residential or employment uses that could be included as part of the CFA?
• Abutting historic garden apartment residential neighborhood to the south has an average residential density of 27 dwelling units/acre. The area is approximately 20 acres in size.
Are parks, plazas, or open space areas located within or near the CFA area? Does the Parks Master Plan identify the need for parks or open space areas within or near the CFA?
• The riverfront park extends for roughly one mile along the river frontage through downtown. The park contains plazas, a water feature, play structures, a connected bike path, and lawn areas for public recreation and enjoyment. • On the opposite side of the downtown, central park provides approximately four acres of shaded lawns, play areas, and other public amenities.
Are public-serving government facilities located within the CFA? Are there plans to locate such facilities in the CFA in the future?
• Yes, city hall and the county courthouse are both located within this CFA, along with some additional government facilities.
Current status and feasibility of needed upgrades to pedestrian, bicycle, and transit facilities and services?
• No bike lanes on highway through downtown, but existing bike lanes on parallel collector streets and sharrows on low speed downtown streets. Also bike path along river provides good access. • Adequate sidewalks throughout downtown. On-street parking along many streets buffers pedestrians on sidewalk. • Transit center is located in this area and within walking distance of the entire downtown. Connected to all priority transit corridors.
Presence of identified hazard area, and degree to which hazard development requirements could restrict CFA zoning?
• Portion of downtown is located within 100-year floodplain. Development code allows development if base floor elevation is one foot above base flood elevation. Could remove this area from CFA and meet area and dimensional standards.
If contiguous, but outside city limits and within UGB, can the area comply with OAR 660-012-0310(e)(A) – (E)?
• N/A – area is within city limits
Preliminary infrastructure evaluation – Any water, sewer, or stormwater impediments to CFA-level of development that would be challenging to address beyond the scope of capital improvement plans or improvements required with development?

• Trunk sewer line to southeast portion of downtown would need to be upsized to accommodate primary CFA development. Project is identified in Sewer Master Plan, tentatively scheduled for improvement in Fiscal Year 27-28.
Is there the potential for the displacement of members of underserved groups that could result from CFA designation?
• Yes, the northwest portion of downtown contains a greater than average proportion of low-income residents.
If yes to prior question, what are some potential mitigation strategies to avoid displacement that would be feasible for Planwell to implement?
• "Housing Planwell CDC" is planning a subsidized affordable housing development in the northwest area, with funding from OHCS and local construction excise tax revenues. • The city's housing division administers a naturally occurring affordable housing (NOAH) no-interest revolving loan fund that could be used to support the preservation of existing NOAH housing in the CFA.
Are the current land use requirements in this study area close to the land use requirements necessary to comply with OAR 660-012-0320 (either primary or secondary)?
• Considering as primary CFA - Building height allowances would need to be raised 20 feet, addition of minimum residential density requirements, and changes to on-site parking requirements.
What is the preliminary estimate of the number of residential dwelling units that could be accommodated in this area?

If primary CFA standard were adopted (per OAR 660-012-0320(8)(a), (b), or (c); or (9)(a),(b), or (c))	If secondary CFA standards were adopted for one of the lesser standards (optional)
Roughly 4,760 dwelling units (buildings to 85 feet)	Roughly 3,430 dwelling units (buildings to 50 feet)

June 27, 2023

TO: Ashland Planning Commission

FROM: Bob Cortright[1]

SUBJECT: CLIMATE FRIENDLY AREA STUDY SUGGESTIONS

As you review the draft study of Climate Friendly Areas (CFAs) please consider and focus on the goal and intended outcome of this work: which is that at least 30% of the city's total housing units would be located in CFAs. For Ashland, that means by 2041 a total of about 3500 housing units would be in CFA neighborhoods. It is not clear from the CFA study whether the city will achieve this goal.

I have two suggestions for your consideration:

1. **Direct city staff to calculate how much of the city's future housing growth will need to be located in CFAs to meet the 30% goal.** As noted above, the CFA study indicates that about 3500 housing units will be needed in CFAs. However, while the study estimates the housing capacity of proposed CFAs, it does not indicate how much housing is currently located in these areas. That's significant because the city expects only about 900 additional housing units to be built in the city by 2041. (Packet, page 175) Consequently, unless there are about 2600 housing units currently in these CFAs and "abutting areas"[2] it's unclear that the city will reach the 30% goal.

   Census information is readily available to estimate how much housing is currently in these areas. In addition, the city should estimate how much housing is expected in each of these areas under existing adopted plans. Local and regional transportation plans include detailed housing allocations to specific areas - transportation analysis zones - TAZs which provide this information.

2. **Encourage the city staff to use the alternative path allowed by CFEC rules to prepare a more realistic estimate of the capacity of proposed CFAs.** The draft study uses the "prescriptive" path in the CFEC rules to estimate housing capacity of proposed CFAs. It should be apparent that the prescriptive method- which assumes

---

[1] Retired Transportation Planner. For 25 years, I served as the lead transportation planner for the Oregon Department of Land Conservation and Development (DLCD). I currently work with several environmental and climate advocacy groups in Oregon to support efforts to revise state, regional and local land use and transportation plans to meet state goals to reduce climate pollution.

[2] CFEC rules allow the city to count "abutting" or adjoining areas with high density residential that are outside of CFAs as part of CFAs for purposes of meeting the 30% goal. The idea is to include areas that are "close enough" to CFAs so that they function as part of a CFA because people might walk or bike to the CFA. The CFEC rule requires that such areas be within a 1/2 mile "walking distance" of a CFA in order to qualify.

that lands within CFAs will be uniformly developed or redeveloped at high densities (50-70 units per acre) dramatically overestimates the capacity of these areas to accommodate new development over the next 20 years.

While the CFEC rules include the "prescriptive method" they also allow cities to use alternative methods that better reflect local plans and conditions. In January, 1000 Friends and I wrote to metropolitan cities alerting them to likely problems with DLCDs "prescriptive method" and recommending use of the alternative option allowed by the CFEC rules. As the city moves forward, you should take advantage of this alternative approach to use local knowledge and information to develop a more reasonable and realistic estimate of the capacity of these areas to accommodate new housing over the next 20-25 years.

RE: Climate Friendly Area Question

YOUNG Kevin * DLCD <Kevin.YOUNG@dlcd.oregon.gov>
Wed 2023-08-02 12:27 PM

To:Derek Severson <derek.severson@ashland.or.us>

Cc:Brandon Goldman <brandon.goldman@ashland.or.us>

[EXTERNAL SENDER]
Hello Derek and Brandon,

I know that Bob is concerned about reaching our goal of having at least 30% of total housing within climate friendly areas by 2050, as am I. However, our rules for CFAs are focused on establishing zoned capacity for housing, and doing what we can to promote housing (and other) development in climate-friendly areas. Our strategy is to identify some of the key characteristics of a highly walkable, mixed-use area that will support alternative transportation choices. Those include higher densities, a variety of allowed uses, less accommodation of vehicles and more accommodations for humans, and excellent transportation facilities and services for pedestrians, cyclists, and transit-users. Those characteristics are critical if CFAs are to be successful and to make significant contributions to VMT reduction in the area. We are not telling cities where housing development must happen, but trying to optimize conditions to support climate-friendly development where it makes sense.

One area where Bob and I agree is in acknowledging that smaller scale CFAs also have a role to play. We have significantly simplified our rules in OAR 660-012-0320(9) to allow cities to designate less intensive CFAs in areas where a neighborhood center can help to reduce vehicle trips and support other transportation options. I encourage you to consider such CFAs (even beyond the 30% capacity) if there are areas in Ashland where that would make sense. (and if there are some walkable mixed-use areas that don't quite meet all the CFA requirements, they will still support our climate and equity goals, even if they're not called "CFAs")

As we implement this program, we will be using the housing production strategy work to monitor housing production in CFAs, with an eye towards reaching our 30% target over time (see OAR 660-008-0050(4)(a). I expect we will learn what is working and what is not working to promote climate-friendly development through that mechanism, which will allow local governments and DLCD to make adjustments if needed. However, there is no requirement in the rules to meet the 30% target by 2041.

Kevin Young, AICP
Senior Urban Planner | Community Services Division | Cell: 503-602-0238
Pronouns: He/Him
kevin.young@dlcd.oregon.gov| www.oregon.gov/LCD

From: Derek Severson <derek.severson@ashland.or.us>
Sent: Wednesday, August 2, 2023 11:17 AM
To: YOUNG Kevin * DLCD <Kevin.YOUNG@dlcd.oregon.gov>
Cc: Brandon Goldman <brandon.goldman@ashland.or.us>
Subject: Climate Friendly Area Question

Kevin,

We had an interesting question raised about Climate Friendly Areas at our last Planning Commission meeting by Bob Cortright.

Between now and 2041, the City of Ashland forecasts a need for 858 new dwelling units, but CFEC calls for zoning CFA's to accommodate 30 percent of our total population which equates to 3,469 dwelling units. That discrepancy has been a fundamental concern of ours as we are being asked to plan for four times the growth we anticipate based on pretty consistent historic growth rates...

But, we've been proceeding on the assumption that we need to identify CFA's with the capacity to accommodate 30 percent of our total future population. Mr. Cortright submitted comments suggesting that if we only anticipate 858 new units, we need to include 2,611 existing dwelling units within the CFAs so that we can demonstrate that 30 percent of our population will be living in the selected CFA's by 2041.

Before I assume that Mr. Cortright is just misunderstanding the rules, I wanted to clarify with you whether the intent was to identify CFAs with the capacity to accommodate 30 percent of future population or if we need to be thinking about configuring the CFAs to demonstrate 30 percent of the total population will actually be living in them by 2041.

Thanks,

Derek Severson, Planning Manager

Pronouns He/him/his

Better Together

City of Ashland

Community Development

51 Winburn Way, Ashland, Oregon 97520

541.552.2040 | TTY 800.735.2900

derek.severson@ashland.or.us

Online ashland.or.us; social media (Facebook @CityOfAshlandOregon | Twitter @CityofAshland)

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at 541.552.2040.

CITY OF ASHLAND
Better Together

September 19, 2023

Evan Manvel, Climate Mitigation Planner
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Re: Climate Friendly Area (CFA) Study Report

Dear Mr. Manvel,

At its September 19, 2023 meeting, the Ashland City Council reviewed and approved the attached Climate Friendly Area Study and directed staff to submit it to the Department of Land Conservation and Development (DLCD) for review.

Ashland has opted to identify three primary Climate Friendly Areas (CFAs) as well as looking at our existing downtown, which is a National Register of Historic Places-listed historic district and largely developed, as a potential secondary CFA.

We look forward to working with DLCD over the coming year as we finalize the identification of our CFAs and adopted the code and map revisions necessary for implementation.

Thank you for your efforts over the past years to craft and implement the Climate-Friendly & Equitable Communities Rules and for your consideration of the attached CFA study.

Tonya Graham

Mayor Tonya Graham, City of Ashland

September 19, 2023

Date

Office of the Mayor, City of Ashland
20 East Main St.
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488-6002
Fax: 541.552.5311
TTY: 800.735.2900

Council Business Meeting

September 19, 2023

Agenda Item	First Reading of Amendments to AMC 13.02 Rights-of-Way ordinance and the accompanying resolution for Design Standards and Applications Requirements regarding small cell wireless facilities	
From	Douglas M McGeary	Acting City Attorney
Contact	Doug.mcgeary@ashland.or.us and 541-552-2091	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒	

SUMMARY

This office is returning with further revisions to amendments to the Right-Of-Way ordinance and a design standards resolution that are intended and necessary to guide the review and approval of small wireless facility applications consistent with FCC regulations. The ordinance is prepared for approval of First Reading.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

The previous ordinance presented to the Council was based on the model ordinances developed by the League of Oregon Cities (LOC) in response to settlements from federal lawsuits involving Oregon cities. These lawsuits arose from conflicts over local regulations that imposed restrictions on small cell facilities and older technologies. The LOC worked with the industry to reach compromises and develop these model ordinances. However, the Council has expressed a preference for an ordinance that imposes stricter limitations on an applicant's network configuration. The objective is to mitigate any possible legal challenges to the ordinance by ensuring compliance with the rights granted to applicants under FCC rules.

The proposed ordinance builds upon the model rules as a foundation but incorporates certain modifications to include definitions and standards that enable more stringent restrictions on an applicant's network configuration. Additionally, the ordinance includes a comprehensive severability clause to tackle potential challenges arising from stricter regulations.

Revisions have also been made to the model resolution for design standards. As a resolution, it offers greater flexibility compared to an ordinance, allowing for adjustments in response to changes in the law or to rectify problematic provisions that could potentially entangle the city in a lawsuit. Similar to the ordinance, it includes a severability clause, empowering the city to modify any directive while upholding strict limitations in all other aspects pertaining to the approval of an application. Concerned citizens of this ordinance have participated in its drafting, as have various industry organizations to ensure that the city does not draft an ordinance that clearly would invite litigation under the FCC rules.

The Council should carefully consider an ordinance that imposes stringent limitations on applicants, balanced against the potential risk of legal challenges. The area of law pertaining to FCC regulation is

highly technical and constantly evolving due to rapid technological advancements. Defending such lawsuits can be costly, requiring specialized expertise to navigate the rules and apply the law during litigation. The League of Cities (LOC) provides assistance to cities in litigation of this nature, particularly if their model ordinance is being challenged. However, they may be less inclined to offer support for significant changes made to their model ordinance.

In the process of formulating this ordinance and resolution, your legal department has taken into consideration publicly available regulations that impose added constraints on the deployment of small cell wireless facilities. These regulations have been sourced from suggestions put forth by community advocates seeking more stringent guidelines. Working in collaboration with the City Manager, Legal has engaged in discussions and conducted meetings and phone calls with these interested parties and industry representatives to thoroughly assess and make additional refinements to the ordinance and resolution that include but are not limited to additional set back and aesthetic requirements, minimum standards and maximum compliance, public notices, updates in interpretation of FCC rules and from specific case law, *et. cet.*

Furthermore, in addition to the input received from the public and pertinent materials, we have sought experience and opinions from other jurisdictions using these type regulations and enlisted the expertise of a consultant who specializes in telecommunications engineering, radio frequency (RF) engineering, and legal matters surrounding this subject. With these evaluations we were better able to determine the appropriateness and feasibility of the proposed measures within the existing legal framework at the federal, state, and local levels.

The City has been asked to accommodate concerns from members of the public and we have as is evidenced by the substantial changes this ordinance and resolution have undergone since their initial presentation to the Council. The drafts presented here have evolved through a thorough evaluation process, involving both the model rules provided by the League of Cities (LOC) and the more stringent regulations. Our department firmly believes that these measures strike an appropriate balance by providing a responsible level of protection while also maintaining practicality in the implementation of local regulations concerning Small Cell Wireless Facilities.

FISCAL IMPACTS

The City will collect fees for the review of small wireless facilities, as permitted by the FCC. The FCC has determined that the following fees are considered fair and reasonable:

- $500.00 for non-recurring fees , including a single, up-front application for up to five small wireless facility sites, with an additional $100.00 for each additional small wireless facility site beyond the initial five sites;
- $1,000 for non-recurring fees for a new pole to support one or more small wireless facility;
- $270.00 per year for all recurring fees2 including any right-of-way access fee (e.g., encroachment permit) or fee for attachment to a municipality-owned structure in the public right-of-way.

DISCUSSION QUESTIONS

There may still be question related to:

1. How is this process different than a land use process for siting cell towers?
2. Are provisions of Attorney Campanelli ordinance incorporated in these two documents?
3. What Input was incorporated from other interested parties and experts, and is that still ongoing?
4. Are there applicants ready to file applications if this ordinance passes?
5. What are costs to the city to administer the application process, particularly related to noticing the public of pending applications? Do citizens have standing to appeal?
6. Can changes be made after the first reading?

ACTIONS, OPTIONS, AND POTENTIAL MOTIONS

1. I move to approve First Reading of Ordinance No. 3213 AN ORDINANCE AMENDING AMC CHAPTER 13.02 PUBLIC RIGHTS-OF-WAY AND ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND and send it to Second Reading with accompanying Resolution for their enactment; OR

2. I move to revise the presented draft of Ordinance No. 3213 AN ORDINANCE AMENDING AMC CHAPTER 13.02 PUBLIC RIGHTS-OF-WAY AND ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND in the following ways, 1)__2)__3)__etc.__, and return the ordinance with the accompanying Resolution, for the ordinance to be approved for first reading; OR

3. I move to decline approval of Ordinance No. 3213 and accompanying Resolution.

STAFF RECOMMENDATIONS

Staff recommends that Council approve First Reading of Ordinance No 3213 and send it to second Reading with accompanying Resolution for their enactment.

REFERENCES & ATTACHMENTS

- AN ORDINANCE AMENDING AMC CHAPTER 13.02 PUBLIC RIGHTS-OF-WAY AND ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND
- A RESOLUTION FOR SMALL WIRELESS FACILITY DESIGN STANDARDS AND APPLICATION REQUIREMENTS FOR CITY RIGHTS-OF-WAY
- AT&T, Verizon, T Stakeholders Letter

ORDINANCE NO._____

AN ORDINANCE AMENDING AMC CHAPTER 13.02 PUBLIC RIGHTS-OF-WAY AND ESTABLISHING STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are **bold ~~lined through~~** and additions are **bold underlined**.

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the City desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are needed to deliver wireless access and capacity to advanced technology, broadband and first responder services to homes, and businesses, as well as health care, public safety and educational services providers within the City; and

WHEREAS, the City recognizes that the wireless industry needs small wireless facilities, including facilities commonly referred to as small cells, deployed in the public rights-of-way; and

WHEREAS, the City further recognizes that the City must balance the benefits from small cell infrastructure with its aesthetic impact on the community in order to mitigate or avoid adverse visual impacts, encourage the deployment of infrastructure consistent with the surrounding built and natural environment, and preserve the City's historic and environmental resources to the extent feasible; and

WHEREAS, the City intends to adopt a new code consistent with local, state and federal laws, standards and requirements.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 13.02 PUBLIC RIGHTS-OF-WAY of the Ashland Municipal Code is hereby amended and by adding the following Sections as follows:

Chapter 13.02
PUBLIC RIGHTS-OF-WAY

Sections:

- **13.02.010Definitions**
- **13.02.020Jurisdiction**
- **13.02.030Scope of Regulatory Control**
- **13.02.040Right-of-Way Encroachment**
- **13.02.050Encroachment Permits**
- **13.02.060Standards and Conditions**
- **13.02.070Permit Issuance**
- **13.02.090Revocation of Permits**
- **13.02.100Removal of Encroachment**
- **13.02.110Liability**
- **13.02.130Obligations of the City of Ashland**
- **13.02.200Appeals**
- **13.02.300 Standards For Small Wireless Facilities In The Rights-Of-Way.**
- **13.02.900Penalties**

13.02.010Definitions

(1) For the purpose of Sections 13.02.010 – 13.02.200 in this chapter, the following mean:

A. *Encroach.* The act of a private individual **or person** extending from their abutting private property into a public right-of-way, public easement or public property.

B. *Encroachment.* Area in a public right-of-way, public easement or public property that is being encroached upon by a private individual.

C. *Encroachment Permit.* A revocable permit granted by the Public Works Director to allow permittee to encroach upon a public right-of-way, public easement or public property where compliance with this chapter can be demonstrated.

D. *Person.* Individual, corporation, association, firm, partnership, joint stock company, and similar entities.

E. *Public Easement.* An easement granted to the City for a public purpose, including, but not limited to the purpose of installing or maintaining public or private utility infrastructure for the provision of water, power, heat or telecommunications to the public.

F. *Public Property.* Real property owned by the City and open to the public for public use.

G. *Public rights-of-way.* Include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including subsurface and air space over these areas.

H. *Public Works Director.* The City Public Works Director or his/her authorized designee.

I. Within the City: Territory over which the City now has or acquires jurisdiction for the exercise of its powers.

(2) For purposes of Sections 13.02.300 – 13.02.200 in this chapter, the following mean:

(A) "Antenna" means the same as defined in 47 C.F.R. § 1.6002(b), as may be amended or superseded. The term includes an apparatus designed for the purpose of emitting radio frequencies (RF) to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 C.F.R. Part 15.

(B) "Antenna Equipment" means the same as defined 47 C.F.R. § 1.6002(c), as may be amended or superseded, which defines the term to mean equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when co-located on a structure, is mounted or installed at the same time as such antenna.

(C) "Antenna Facility" means the same as defined in 47 C.F.R. § 1.6002(d), as may be amended or superseded, which defines the term to mean an antenna and associated antenna equipment.

(D) "Applicable codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or state or local amendments to those codes that are of general application and consistent with state and federal law.

(E) "Applicant" means any person who submits an application as or on behalf of a wireless provider.

(F) "Application" means requests submitted by an applicant required (i) for permission to co-locate small wireless facilities; or (ii) to approve the installation, modification or replacement of a structure on which to co-locate a small wireless facility in the rights-of-way.

(G) "City Structure" means a structure located in the rights-of-way within the City's jurisdictional boundaries that is owned, managed or operated by the City or any subdivision or instrumentality thereof, including municipal electric utilities. Including, but not limited to streetlights, traffic signals, utility poles, or building.

(H) "Co-locate" or "Collocation" means the same as defined in 47 C.F.R. § 1.6002(g), as may be amended or superseded, which defines that term to mean (1) mounting or installing an antenna facility on a preexisting structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure. "Co-locating" has a corresponding meaning.

(I) "Day" means calendar day. For purposes of the FCC shot clock, a terminal day that falls on a holiday or weekend shall be deemed to be the next immediate business day.

(J) "DBM" or "dBm" means decibel milliwatts, which is a measurement of the wireless signal strength of wireless networks.

(K) "Decorative pole" means a city structure that is specially designed and placed for aesthetic purposes.

(L) "Effective Prohibition" means, in reference to 47 U.S.C. § 253(a), a showing of an actual or effective prohibition of personal wireless services that materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment, rather than the mere possibility of prohibition.---

(M) "Gap" or "Service Gap" means, as applied to wireless communication functionality, a geographic area where existing radio-frequency signal levels and/or existing user capacity levels fall below or are reasonable expected in the near future to fall below, a defined threshold such that the provision of wireless service is or will become unreliable.

(N) "Historic district" means a group of buildings, properties, or sites that are either: (1) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register in accordance with Section VI.D.1a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C; or, (2) a locally designated historic district as of the effective date of this Chapter or in a locally designated historic district existing when an application is submitted.

(O) "Illegally Excessive RF Radiation or Illegally Excessive Radiation" means radio frequency (RF) radiation emissions at levels that exceed the legally permissible limits set forth within 47 CFR1.1310(e)(1), Table 1 Sections (i) and (ii), as made applicable pursuant to 47 CFR §1.1310(e)(3).

(P) "Macrocell" means a cellular base station that typically sends and receives radio signals from large towers and antennas. These include traditionally recognized cell towers, which typically range from 50 to 199 feet in height.

(Q) "Mitigation" or "Mitigate" means, as applied to wireless communication functionality, the effective removal, even if imperfectly, a Service Gap. The term does not encompass a failure to resolve isolated areas where, considering the overall nature and extent of a Service Gap, it is otherwise effectively removed.

(R) "Necessary" or "Necessity" Or "Need" means, as applied to wireless communication functionality, the existence of a Service Gap for which there is a reasonable expectation a proposed wireless facility can mitigate a Service Gap. "Necessary" or "need" does not mean what may be desired, preferred, or the most cost-efficient approach and is not related to an applicant's specific chosen design standards. Any situation involving a choice between or among alternatives or options is not a need or a necessity.

(S) "Notice Of Effective Prohibition Conditions" means a written notice which is required to be provided to the City at the time of the filing of any application, by all applicants at seeking any approval, of any type, for the siting, installation and/or construction of a PWSF, wherein the respective applicant asserts, claims or intends the same, that a denial of their respective application, by any agent, employee, or appeal process by the City, would constitute an "effective prohibition" within the meaning of the TCA constituting a violation of Section 47 U.S.C. §332(c)(7)(B)(i)(II).

(T) "Occupational/Controlled Exposure Limits" means the applicable radiofrequency radiation exposure limits set forth within 47 CFR §1.1310(e)(1), Table 1 Section (i), made applicable pursuant to 47 CFR §1.1310(e)(2).

(U) "Permissions" means City authorized permits, agreements or licenses necessary for small wireless deployment.

(V) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

(W) "Pole" means a type of structure in the rights-of-way that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or similar function, or for co-locating of small wireless facilities; provided, such term does not include a tower, building or electric transmission structures.

(X) "RF Radiation" means radiofrequency radiation, that being electromagnetic radiation which is a combination of electric and magnetic fields that move through space as waves, and which can include both Non-Ionizing radiation and Ionizing radiation.

(Y) "Rights-of-Way" or "ROW" has the same definition as section (1)(G) in this Section.

(Z) "Routine Maintenance" means inspections, testing, repair, and modifications subject to Section 6409(a) that maintain functional capacity, aesthetic and structural integrity of a small wireless facility and/or the associated pole or structure.

(aa) "Setback" for purposes of special use permit applications, a setback means the distance measured in feet as a radius from the proposed facility as it may relate to the height of the facility and associated pole or structure, or to the exterior line of any property or structure indicated.

(bb) "Shot Clock" means the applicable period which is presumed to be a reasonable period within which the City is generally required to issue a final decision upon an application seeking special use permit approval for the installation or substantial modification of a small wireless facility facility or structure, to comply with Section 47 U.S.C. §§332(c)(7)(B)(ii)? of the TCA.

(cc) "Small wireless facility" means a facility that meets each of the following conditions per 47 C.F.R § 1.6002(l), as may be amended or superseded:

(1) The facilities (i) are mounted on structures 50 feet or less in height including the antennas, or (ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; and,
(2) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; and,
(3) All other wireless equipment associated with the structure, including wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; and,
(4) The facilities do not result in human exposure to radio frequency in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b).

(dd) "Structure" means the same as defined in 47 C.F.R. § 1.6002(m), as may be amended or superseded, which defines that term as a pole, tower, or base station, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of service).

(ee) "TCA" means the Telecommunications Act of 1996, 47 U.S.C. §332(c)

(ff) "Tolling" or "Tolled" means the pausing of the running of the time period permitted under the applicable shot clock for the respective type of application for a personal wireless services facility. When a shot clock is tolled because an application has been deemed incomplete and timely notice of incompleteness was mailed to the applicant, the submission of additional materials by the applicant to complete the application will end the tolling, thus causing the shot clock period to resume running versus re-starting the time from the beginning.

(gg) "Wireless Infrastructure Provider" means any person, including a person authorized to provide communications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities, but that is not a wireless services provider.

(hh) "Wireless Provider" means a wireless infrastructure provider or a wireless services provider.

(ii) "Wireless Services Provider" means a person who provides personal wireless services (whether or not it is comingled with other services).

13.02.020Jurisdiction

As relates to this Chapter 13.02, the City has jurisdiction and exercises regulatory control over all public rights-of-way within the City under the authority of the City charter and state law.

13.02.030Scope of Regulatory Control

The City has jurisdiction and exercises regulatory control over each public right-of-way whether the City has a fee, easement, or other legal interest in the right-of-way. The City has jurisdiction and regulatory control over each right-of-way whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure, or other means**. A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Chapter and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.**

13.02.040Right-of-Way Encroachment

A. *Prohibition.* Except as provided in subsection C of this section, no person or entity may occupy or encroach on a public right-of-way without the permission of the City. The City grants permission to use public rights-of-way, by franchises, licenses, concessions and permits.

B. *Standard Forms.* Franchises, licenses, concessions and permits for use of public rights-of-way shall comply with all applicable requirements for occupancy or encroachment of such areas as set forth in AMC Chapter 13.03 and other applicable provisions of the Ashland Municipal Code. Franchises, licenses, concessions and permits shall be submitted on a City standard form franchise, license, concession, or permit template, together with required fees, if any. Such standard fees may be adopted and amended by resolution of the City Council.

C. *City Functional Items.* The City of Ashland is not required to obtain permits or other City authorizations to place City utilities, facilities or other structures in the right-of-way, including "functional items" intended for public usage. City functional items include, but are not limited to, a City standard bench, water fountain, planter box, garbage receptacle, ash can, bike rack, bollard, publication box, or other functional items identified by resolution of the City Council. The City Council resolution shall identify functional items and establish minimum standards for such items.

D. *Donated or Loaned Functional Items.* An abutting property owner together with the occupant may donate or loan to the City of Ashland a City standard functional item for use in an adjacent sidewalk permit area. Other persons or entities may also donate or loan functional items, for use in nonadjacent public areas. Items accepted on loan require insurance and a maintenance/hold harmless/indemnity agreement in a form approved by the City. Donated items do not require insurance or a maintenance agreement, but the donations must be accepted by the City to be

eligible for placement. The City Manager is delegated authority to accept or reject donations and loans for purposes of this chapter, in the Manager's sole discretion. After demonstrated compliance with this section, the City Public Works Director may authorize in writing the placement of a donated or loaned City standard functional item, in locations meeting, at a minimum, the clearance requirement of AMC Chapter 10.64 or in approved locations shown on an adopted Downtown Sidewalk Usage Map. Items not strictly complying with minimum standards for such City functional items, (e.g., a decorative art bench) may be permitted through the public art process in AMC Chapter 2.17. (Ord. 3192 § 91, amended, 11/17/2020; Ord. 3137, amended, 2017; Ord. 3028, amended, 08/03/2010; Ord. 2989, amended, 11/01/2009)

13.02.050Encroachment Permits

A. *Permits Required for Encroachment; Exemptions.*

1. *Permits Required.* It shall be unlawful for any person to do any of the following without first obtaining a encroachment permit from the Public Works Director:

a. Erect or cause to be erected any structure, retaining wall, or fence in a public right-of-way, public easement, or public property, or

b. Place or maintain any landscaping materials or any type of fill in, over or upon any dedicated public right-of-way, public easement or public property.

c. Permits for a small wireless facility are subject to sections AMC Chapter 13.02.300 – 315.

2. *Specific Exemptions.* Certain encroachments are exempt from the permit requirement of AMC 13.02.020. Exempt encroachments are those which would have a minor impact on the present or planned use of the public right-of-way, public easement or public property and those which are expressly exempted herein. The following encroachments are exempt encroachments as long as they do not create a vision clearance hazard as defined in AMC 18.68.020:

a. Mailboxes and their enclosing structures,

b. Temporary signs and banners permitted by the Sign Code (AMC 18.96),

c. Guard/handrails along edges of driveway approaches, walks, stairs, etc. that encroach in public right-of-way, and

d. Lawns, plants and approved street trees encroaching in public right-of-way that do not obstruct visibility for pedestrians, bicyclists and motorists.

3. *Additional Exemptions.* The Public Works Director may grant additional exemptions as long as the encroachment does not create a vision clearance hazard as defined in AMC 18.68.020.

B. *Application and Fee Required.*

1. Any person desiring to locate or maintain an encroachment shall submit an application to the Director of Public Works. The application shall include a description of the proposed encroachment and a scale drawing illustrating the nature and extent of the proposed encroachment and its relationship to adjoining properties. If the applicant is not the owner of the property that will be benefitted by the encroachment, the owner of the benefitted property shall also sign the application as a co-applicant. The Public Works Director may require an actual survey to determine the exact location of any public or private improvements that will be encroaching in the right-of-way**. The Public Works Director retains authority to verify assertions in all submittals by applicant and charge reasonable, cost-based reimbursement for such verification if deemed reasonably necessary.**

2. A fee in the amount established by resolution of the City Council shall be paid at the time of the application**. The City may require advance periodic monetary deposits to be held by the City on account of the applicant or landowner to secure reasonable and cost-based reimbursement of the City's consultant expenses to verify assertions in applicant's submittals.**

C. *Review of Application.* The Public Works Director shall conduct a review of the application for an encroachment permit to determine its compliance with the standards in AMC 13.02.060, and the Public Works Director shall request comments from affected City departments**, the City Manager**., utility companies and agencies regarding the impact of the proposed encroachment. **In the case of an application for Small Cell Wireless facilities, within ten days of deeming such an application complete, the City shall mail a notice of a pending application to Owners of record for properties where the applicant's facility is located within a 100-foot Setback distance of a structure that is either inhabited or regularly occupied by persons. Failure to provide notice as provided in this section does not impact the validity of a final decision regarding an application.** (Ord. 3040, added, 11/16/2010; Ord. 3028, amended, 08/03/2010; Ord. 3009, amended, 04/20/2010)

13.02.060Standards and Conditions

The Public Works Director may approve the issuance of an encroachment permit for an encroachment where compliance with standards **provided herein and relevant Design Standards for Small Wireless Facilities as set forth by resolution that** can be demonstrated or specific findings are made that the standard is not applicable. The Public Works Director may attach any conditions to the issuance of the permit that are required in any applicable planning approvals or reasonably related to ensuring compliance with this section, or other applicable City codes.

A. *Standards for Approval.*

1. Horizontal clearances of at least five (5) feet shall be maintained on all sides of all utilities including electrical power, communications, sewer, storm drain, and water. This distance shall be measured between proposed encroachments and existing or proposed utility lines, manholes, appurtenances, and fixtures, including but not limited to fire hydrants, above ground transformers, cabinets, and other structures. Clearances around water meters shall be at least one

(1) foot behind and two (2) feet from the sides when measured from the outside edges of the box. A larger horizontal clearance may be required if utilities mandate larger clearances for specific structures; for example, additional clearance may be required in front of electrical cabinets and transformers. Requests by utility providers for larger horizontal clearances or additional conditions shall be considered for inclusion into the permit. The applicant shall pay for relocation of the existing utility lines, manholes, appurtenances, and fixtures if this standard cannot be met.

2. Vertical clearances between utilities and natural landscape materials or structures placed below or above those facilities shall be the distance required by the affected utilities. Conditions requested by the utility providers shall be considered for inclusion into the permit.

3. Proposed encroachments, improvements and temporary measures shall not cover, prevent access to, or block the flow of water into inlets, basins, ditches, or drainage ways. Grading changes shall not otherwise alter the drainage patterns in the right-of-way without written approval of a grading and erosions control plan by the Public Works Director.

4. Sufficient space for off-street parking, loading, and pedestrian travel shall be maintained. The encroachment shall not result in a loss of area needed for parking, vehicular maneuvering, or pedestrian travel.

5. It is determined that the requested encroachment is consistent with the current use of the public right-of-way, easement or public property.

B. *Conditions.*

1. When the Public Works Director determines that allowing the requested encroachment may subject the City to potential liability, a condition of permit issuance shall be the filing with the City Risk Manager of a policy of insurance and form of policy by an insurance company licensed to do business in the State of Oregon. The policy shall protect the City, its officers, agents, and employees, and the abutting property owners, lessees and tenants from any and all claims for injury or damage to persons or property that might result from the placing and/or maintenance of the permitted encroachment. **The policy must not contain a pollutants exclusion clause.** The amount of the insurance policy shall be at least the limits of public body liability under the Oregon Tort Claims Act. The policy shall also contain a provision that the City Risk Manager shall be notified at least 30 days prior to any cancellation of such insurance. The permittee shall maintain the insurance for the term of the permit issued. Failure to maintain the insurance shall result in automatic revocation of the permit.

2. All work within the public right-of-way, public easement, or public property shall be consistent with engineering plans, profiles, specifications, and standards approved by the Public Works Director in accordance with City requirements **and relevant Design Standards for Small Wireless Facilities as set forth by resolution.**

3. The Public Works Director may place a limit on the time the proposed encroachment may be located in or on the right-of-way, public easement or public property.

4. To ensure that encroachments do not contribute to visual blight or create a safety hazard, conditions of permit approval may include a requirement that the encroachment be appropriately maintained.

5. The City may impose a charge for the use of the public right-of-way, public easement or public property. (Ord. 3040, added, 11/16/2010)

13.02.070Permit Issuance

A. The Public Works Director may approve, modify and approve, or deny the application for an encroachment permit.

B. Ministerial decisions do not require interpretation or the exercise of policy or legal judgment in evaluating approval standards. Ministerial decisions include, but are not limited to, site plan approval of building or other specialty permits and final subdivision and planned unit development plans where there are no material deviations from the approved preliminary plans. Because no discretion is involved, ministerial decisions do not qualify as land use or limited land use decisions. **The process requires no notice to any party other than the applicant.** The Public Works Director's decision is final and not appealable by any party through the normal land use process. Ministerial decisions may be appealed as provided in AMC **13.02.200**.

13.02.090Revocation of Permits

All right-of-way, easement or public property encroachment permits shall be revocable by the City at any time such revocation would be in the public interest. No grant of any permit, expenditure of money in reliance thereon, or lapse of time shall give the permittee any right to the continued existence of an encroachment or to any damages or claims against the City arising from a revocation.

Any permit issued under this section shall be automatically revoked if the permittee fails comply with any conditions of the permit, or fails to begin installation of the allowed encroachment within ninety (90) days after issuance of the permit unless an extension is requested prior to the expiration of the ninety (90) day period. (Ord. 3040, added, 11/16/2010)

13.02.100Removal of Encroachment

Upon revocation, the permittee or any successor permittee shall, at the permittee's own expense, remove the permitted encroachment within thirty (30) days after written notice has been provided by the City unless a shorter period is specified in the notice of revocation.

If the permittee does not remove the encroachment and return the right-of-way, public easement or public property area to a condition satisfactory to the Public Works Director, the City shall do so and the permittee shall be personally liable to the City for any and all costs of returning the right-of-way, public utility easement or public property to a satisfactory condition, including the

removal of structures and reconstruction of streets and/or pathways. If the permittee fails to pay the City for the costs incurred after the City bills permittee, the costs shall be imposed as a lien upon the property. Payment of such costs shall not prevent the City from pursuing any other remedy available at law or pursuing any other penalty. (Ord. 3040, added, 11/16/2010)

13.02.110Liability

The permittee, and owner of the benefitted property if different than the permittee, shall be liable to any person who is injured or otherwise suffers damage by reason of any encroachment allowed in accordance with the provisions of this section. Furthermore, the permittee shall be liable to the City of Ashland, its officers, agents and employees, for any judgment or expense incurred or paid by the City, its officers, agents and employees, by reason of the existence of an approved encroachment. (Ord. 3040, added, 11/16/2010)

13.02.130Obligations of the City of Ashland

The exercise of jurisdiction and regulatory control over a public right-of-way by the City is not official acceptance of the right-of-way for public access and does not obligate the City to open or improve any part of the right-of-way. Upon improvement of any public right-of-way to city street standards, the City shall accept by resolution the improvement and maintain and repair such improvement to the standard to which it has been improved. For purposes of nuisance-type ordinances imposing obligations upon property owners, (e.g. snow removal, weeds and noxious vegetation, sidewalk maintenance) the City shall be responsible for compliance with such ordinances in public rights-of-way adjacent to or abutting city-owned or controlled real property. (Ord. 3040, amended, 11/16/2010)

13.02.200Appeals

The Uniform Administrative Appeals Process outlined in AMC 2.30 shall apply to all protests of encroachment permits. Failure to strictly comply with the applicable appeal requirements, including but not limited to the required elements for the written notice of appeal, time for filing of the notice of appeal, and payment of the applicable appeal fee, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal. The Hearing Officer's decision is final and not appealable by any party through any land use process. The Hearing Officer's decision may only be appealed through a writ of review proceeding in Jackson County Circuit Court.

A. **Federal or state law pre-empts any applicable time requirements dictated in AMC 2.30, and the Hearings Officer is permitted to adjust AMC 2.30 time period requirements to the extent that they can reasonably and practically accommodate pre-empting time requirements or, to the extent pre-empting time requirements cannot be reasonably met, deny an appeal.**

B. **Persons other than applicant qualify as a party for appeal upon showing that they have a particularized injury or a direct and substantial interest in the matter being challenged.**

13.02.300 Standards For Small Wireless Facilities In The Rights-Of-Way.

A. Where otherwise not provided in or contrary to this subsection for Wireless Facilities, all other provisions of AMC 13.02 Public Rights of Way remain applicable. The city will adopt additional specific design guidelines periodically for Small Wireless Facilities by resolution to remain responsive to changing laws and technology.

B. *Severance.* If a requirement of any section of this Ordinance is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Ordinance. Rather, the invalid, illegal, or unenforceable provision may be reasonably interpreted to the extent necessary so that it is valid, legal, and enforceable.

13.02.301 Permitted Use; Application and Fees

(A) *Permitted Use.* The following uses within the rights-of-way shall be a permitted use, subject to compliance with the city's applicable design standards, administrative review only and issuance of a permit as set forth in this Chapter:

(1) Co-locating a small wireless facility; and,

(2) Placement of a new, modified, or replacement pole to be used for collocation of a small wireless facility.

(B) *Permissions Required.* Except as otherwise provided in this Chapter, no person shall place any small wireless facility described in Section 3(A) in the rights-of-way, without first filing an application for the facility and obtaining a city's permit, license, or agreement.

(C) *Application Requirements.* Application requirements and forms are subject to AMC 13.02.050 (B) and (C).

(D) *Routine Maintenance and Replacement.* An application shall not be required for: (1) routine maintenance; or (2) the replacement of a small wireless facility with another small wireless facility that is the same, substantially similar or smaller in size and weight and height. The City may require a permit for work within the right of way. Such a permit must be issued to the applicant on a non-discriminatory basis upon terms and conditions applied to any other person performing similar activities, regardless of technology, in the ROW.

(E) The City shall have the right to employ qualified city staff or third-party RF engineer to conduct a random and unannounced test of small wireless facility installations located within the City to certify their compliance with all FCC radio-frequency transmission power limits as they pertain to exposure of the general public at maximum operating power. The reasonable cost of such tests shall be paid by the Permittee.

(1) In the event that such city or independent tests reveal that any small wireless is transmitting RF radiation or is contributing to RF radiation in excess of FCC exposure guidelines as they pertain to the general public, the City shall notify the

Wireless Provider and all residents living within 1500 feet of the small cell installation(s) of the violation, and the Wireless Provider shall have forty-eight (48) hours to bring the SCF(s) into compliance. Failure to bring the SCF(s) into compliance and the City shall have the right, in addition to recovery costs for verifying non-compliance, to require the removal of such installation(s), as the City in its sole discretion may determine is in the public interest.

(F) *Information Updates.* Any amendment to non-material information contained in an application shall be submitted in writing to the City within thirty (30) days of the change.

(G) *Application Fees.* Application fees shall be set by resolution, but in no case shall fees exceed the following:

(1) $500 for up to the first five small wireless facilities in the same application, with an additional $100 for each small wireless facility beyond five in the same application, or fees that are (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are nondiscriminatory.

(2) $1000 for the installation, modification or replacement of a pole together with the co-locating of an associated small wireless facility in the rights-of-way that is a permitted use in accordance with this Chapter, or fees that are (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are nondiscriminatory.]

13.02.303 Action on Administrative Permit Applications On Wireless Facilities

(A) The City must process all applications on a nondiscriminatory basis and may deny an application subject to this Chapter if the proposed small wireless facility or new, modified, or replaced pole:

(1) Fail to comply with AMC 13.02.060 Standards and Conditions.

(2) Materially and demonstrably interferes with sight lines or clear zones for transportation or pedestrians;

(3) Materially fails to comply with the Americans with Disabilities Act or similar federal, state, or local laws, standards and regulations regarding pedestrian access or movement;

(4) Fails to comply with FCC guidelines regarding Radio Frequency emissions;

(5) Fails to comply with applicable codes, standards and regulations, including the City's design standards; or

(6) Fails to comply with the provisions in this AMC 13.02.300 – 315.

(B) Unless the applicable shot clock period is tolled, extended by agreement or the processing of the application is delayed due to circumstances beyond the City's controls, the City will act on an application within the applicable shot clock and provide written notice to the applicant if the application is denied. The written notice shall state the reasons for denial, with reference to specific code provisions, ordinance, application instruction or otherwise publicly stated procedures on which the denial was based, and be sent to the applicant within five (5) days after the City denies the application or before the applicable shot clock expires, whichever occurs first.

(C) *Batch Applications.* The city may consider applications for multiple small wireless facilities according to common design elements and/or vicinity, as well as other measures to promote efficiency. Furthermore, such applications which includes deployment(s) that fall within co-locating on existing structures and deployment(s) on new structures shall be subject to a 90-day timeframe for approval as opposed to a 60-day timeframe.

13.02.305 Small Wireless Facilities in the ROW; Maximum Height; Other Requirements

(A) *Maximum Size of Permitted Use.* Any wireless provider that seeks to install, modify, or replace facilities on a pole in the rights-of-way that exceeds the height limits contained in Section 13.02.010(2)(R), shall be subject to applicable requirements.

(B) *Decorative Poles.* Subject to this code and applicable design standards, a wireless provider is permitted to co-locate on or replace a decorative pole when necessary to co-locate a small wireless facility; provided that any such replacement pole shall, to the extent feasible, replicate the design of the pole being replaced.

(C) *Historic District.* Small wireless facilities or poles to support co-locating of small wireless facilities located in Historic Districts shall be designed to have a similar appearance, including coloring and design elements, if technically feasible, of other poles in the rights-of-way within 500 feet of the proposed installation. Any such design or concealment measures may not be considered part of the small wireless facility for purpose of the size restrictions in the definition of small wireless facility.

(D) *Preferred or Disfavored Locations:* As defined under AMC 18.2.1.020, preferred and disfavored locations for small cell wireless facilities are referenced as follows:

(1) Preferred Locations: Small cell wireless facilities are encouraged to be located within those Base Zones designated as Commercial, Employment, and Industrial.

(2) Disfavored Locations: Small cell wireless facilities should discouraged from locations within those Base Zone designated as Residential and those ares within a 1500-foot radius of schools, medical facilities, or health facilities.

13.02.307 Effect of Construction/Work Permit

(A) *Permit Duration.*

(1) A permit for construction granted pursuant to this Section shall be valid for a period of 180 days after issuance unless the City agrees to extend this period for good cause, including but not limited to delay caused by the lack of commercial power or

communications facilities, or by other events outside of the reasonable control of the wireless provider.

(2) The installed facility is subject to applicable relocation requirements, modification, or termination for material non-compliance or change in law after notice and a reasonable opportunity to cure, and an applicant's right to terminate a permit at any time.

13.02.309 Removal, Relocation or Modification of Small Wireless Facility in the ROW

A. *Notice.* Notice of removal of encroachment is subject to AMC 13.02.100.

B. *Removal or relocation of Facilities.* If the City plans a project that would require utilities that includes small wireless facilities (together, the "parties") to remove or relocate their facilities that are located within the highway right of way, the city shall notify affected parties of the project in writing as soon as is practicable. The city will coordinate with the affected parties to discuss the project's scope, planning, design phase, costs, and schedule to minimize or eliminate costs to the public body and the parties. The city is not required to avoid or minimize costs to the parties in a way that materially affects performance of the project.

C. *Emergency Removal or Relocation of Facilities.* The City retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the City in the event of an emergency, as the City may determine to be necessary, appropriate or useful in response to any imminent danger to public health, safety, or property. If circumstances permit, the City shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless provider promptly after cutting or removing a small wireless facility.

D. *Damage and Repair.* The City may require a wireless provider to repair all damage to the rights-of-way directly caused by the activities of the wireless provider and return the rights-of-way to its functional equivalence before the damage pursuant to the competitively neutral, reasonable requirements and specifications. If the wireless provider fails to make the repairs within days after written notice, the City may affect those repairs and charge the applicable party the actual, documented cost of such repairs.

E. Abandonment of Facilities. Any small wireless facility that is no longer in use shall be removed by the Permittee within 30 days of deactivation.

13.02.311 Co-locating on City Structures in the ROW

(A) Co-locating on City Structures. Small wireless facilities may be co-located on city structures in the rights-of-way pursuant to this Chapter. No person will be permitted an exclusive arrangement or an arrangement which excludes otherwise qualified applicants to

attach to city structures in the rights-of-way. A person who purchases or otherwise acquires a City structure is subject to the requirements of this section.

(b) Make-Ready. The rates, fees, terms and conditions for the make-ready work to co-locate a small wireless facility on a pole owned or controlled by the City must be nondiscriminatory, competitively neutral, reasonable, comply with this Chapter and be subject to the following:

(1) The City or any person owning, managing, or controlling the poles owned by the City will provide a good faith estimate for any make-ready work reasonably necessary to make a specific city pole suitable for attachment of the requested small wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within 60 days of written acceptance of the good faith estimate by the applicant.

(2) The City or any person owning, managing, or controlling the poles owned by the city shall not require more make-ready work than required to meet applicable codes or may be reasonably necessary to avoid interference with other attachments on the pole . Fees for make-ready work shall not include costs related to pre-existing or prior damage and non-compliance. Fees for makeready work including any pole replacement shall not exceed actual and direct costs, or the amount charged to others for similar work and shall not include any revenue or Contingency based consultant fees or expenses of any kind.

13.02.315 Rates for ROW and Co-locating on City Structures in the ROW

(A) The recurring rate for use of the ROW and attachment of small wireless facilities to a city structure in the ROW shall be subject to the following requirements:

(1) *Annual Rate.* A wireless provider authorized to place small wireless facilities and any related pole in the rights-of-way will pay to the City compensation for use of the rights-of-way and co-locating on city structures in the ROW a rate that is based on (1) a reasonable approximation of costs, (2) those costs themselves are reasonable, and (3) are non-discriminatory. This rate, together with the one-time application fees, shall be the total compensation that the wireless provider is required to pay the city for the deployment of each small wireless facility in the ROW and any associated pole. The FCC's safe harbor rate is an aggregate annual rate not to exceed $270 per small wireless facility. This fee is subject to change

(2) Payment Obligation Upon or After Facility Removal. A wireless provider may remove one or more of its small wireless facilities at any time from the rights-of-way and city structures in the ROW with the required permits. The wireless provider will cease owing the City compensation, as of the date of removal, for such removed facilities.

13.02.900Penalties

Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. In addition to other legal and equitable remedies available to the City of Ashland:

A. Unless otherwise provided herein, violation of any section of this chapter AMC 13.02 is a Class II violation.

B. A knowing violation of 13.02.040 is punishable of not more than 30 days jail and/or $500 fine. (Ord. 3137, amended, 2017)

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of September, 2023,

and duly PASSED and ADOPTED this _____ day of _____, 2023.

_____
Dana Smith, Clerk of the Council *Pro Tem*

SIGNED and APPROVED this ____ day of _____, 2023.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M McGeary, Acting City Attorney

RESOLUTION NO._____

A RESOLUTION TO ESTABLISH DESIGN STANDARDS AND APPLICATION REQUIREMENTS FOR AMC CHAPTER 13.02 SMALL WIRELESS FACILITIES IN THE RIGHTS-OF-WAY IN THE CITY OF ASHLAND

WHEREAS, the City of Ashland has adopted Chapter 13.02.300 et sec establishing standards for small wireless facilities in the Rights-Of-Way to provide for the permitting process and mutual obligations of the city and the permittee for placement and operation of small wireless facilities; and

WHERAS, the City recognizes that the City must further balance the benefits from small cell infrastructure with its aesthetic impact on the community in order to mitigate or avoid adverse visual impacts, encourage the deployment of infrastructure consistent with the surrounding built and natural environment, and preserve the City's historic and environmental resources to the extent feasible; and

WHEREAS, in order to maintain control of accumulative impacts of from various permittees utilizing the City's rights of way for placement and operation of their facilities, the city must adopt additional specific design guidelines periodically for Small Wireless Facilities to remain responsive to changing laws and technology; and

WHEREAS, such design controls are best established through resolution that allows for a more responsive process by which to make prompt and immediate changes to design specifications, restrictions and allowances on small wireless facilities given the likely advent of changes in laws and technology in this area of telecommunications.

THEREFORE, COMES NOW THE COUNCIL FOR THE CITY OF ASHLAND DOES RESOLVE AS FOLLOWS:

Small Wireless Facility Design Standards and Application Requirements For City Rights-of-Way

A. **Definitions. Definitions for these design standards are those provided in AMC Chapter 13.02.300 Standards For Small Wireless Facilities In The Rights-Of-Way.**
B. **General Requirements.**
    a. **The applicant shall submit drawn-to-scale depictions of its proposed wireless support structure and all associated equipment to be mounted thereon, or to be installed as part of such facility, which shall clearly and concisely depict all equipment and the measurements of same, in order to determine whether the proposed facility qualifies as a small wireless facility as defined under AMC 13.02.010.**
        i. **The drawn-to-scale depiction shall include complete calculations for the Antenna Facility that, when completed, the installation and equipment will meet the physical size limitations necessary to qualify as a small wireless facility.**

b. Proposed installations will be compatible with the use and/or character of properties located adjacent to or in close proximity to the proposed site and avoid other properties situated in a manner that would cause the proposed installation to be incompatible with their respective use.
c. The applicant shall apply mitigation measures to minimize the potential negative effects of the proposed facility to the greatest extent reasonably feasible. In determining the foregoing, the fact that a Preferred or a Disfavored Location, a less intrusive site, location, or design would lead to additional expenses for the applicant, by itself, will not be considered a reasonable mitigation effort.
d. Small Cell Wireless Facilities shall be located, designed, constructed, treated, and maintained in accordance with AMC 18.4.10.040 Design Standards to the extent that they do not conflict or cannot be read in consistent with provisions of those standards provided herein.
e. The applicant must conduct a thorough alternative site analysis of all potential sites that consider Preferred or Disfavored Locations, are less intrusive, and include the locations, elevations, and assessment of their suitability or unsuitability for addressing the specific wireless coverage needs that the applicant intends to address through the new facility installation.
    i. In cases where an applicant asserts that a specific alternative location is not an option for a wireless facility due restrictions presented by the City's ordinances or as presented herein, the applicant must present substantive evidence of such unavailability. This evidence can take the form of communications or any other type of proof that sufficiently verifies the claim.
f. Small cell wireless facilities shall maintain a minimum set-back distance from other uses to ensure against Illegally Excessive RF Radiation or Illegally Excessive Radiation, while maximizing the separation between the facility and other structures or areas of activity.
    i. The applicant shall demonstrate that it has considered and calculated for a 1500' (one thousand five hundred foot) set-back distance for a proposed facility installation within Disfavored Locations before seeking a different setback distance under these rules.
    ii. The set-back distance shall be calculated in a manner that accounts for the cumulative effects of multiple small cell wireless facilities within a given area, ensuring that the combined electromagnetic radiation levels remain within legally permissible limits.
    iii. A licensed engineer must prepare and certify an FCC compliance report for the proposed facility's installation, confirming that it will not exceed the FCC's permissible radiation limits for the general public. If multiple carriers/users install transmitters, the report must consider the anticipated exposure from all users and indicate whether the combined exposure levels exceed the General Population Exposure Limits or the applicable Occupational Exposure Limits. The report must provide the calculation(s) used to determine the levels of RF radiation and/or emissions that the facility will expose the general public to.
        1. The report cover must specify whether the FCC compliance claims rely on the General Population Exposure Limits or the Occupational

Exposure Limits. If the Occupational Exposure Limits apply, the report must provide a factual basis for the claim. Additionally, the minimum distance factor, which is the closest distance a member of the public can access the transmitting antennas, measured in feet, must be included.

iv. The set-back distance requirement shall be enforced by the appropriate regulatory authority, and compliance shall be verified through site inspections and electromagnetic radiation measurements conducted by authorized personnel.

g. Should an applicant file an application under this Chapter and claim that: (a) they experience a significant gap in personal wireless services within the City, (b) their proposed installation is the least intrusive way to address the service gap, and/or (c) a denial of the application would constitute an "effective prohibition" under Section 47 U.S.C. §332 of the TCA, they must provide a written statement certified by a telecommunications engineering or radio frequency (RF) engineer possessing the necessary qualifications and expertise, along with the application entitled: "Notice of Effective Prohibition Conditions".

i. If a Notice of Effective Prohibition Conditions is issued, the applicant must provide substantive evidence to determine: (a) if the alleged conditions exist, (b) whether there is a significant gap(s) in a specific wireless carrier's personal wireless services within the City, (c) the geographic locations of any identified gaps, and (d) the geographic boundaries of the gaps. The purpose of this evidence is to assess compliance with AMC 13.02 and whether federal law requires granting the application, even if it would otherwise violate AMC 13.02, including the design standards stated in the ordinance.

ii. If an applicant claims a significant gap in its personal wireless services within the city, they must conduct or arrange for a drive test to be conducted in the specific geographic areas relevant to each frequency at which they provide such services. The applicant shall submit the actual drive test data obtained during the test in a simple format. The format should contain a separate table for each frequency at which the carrier provides personal wireless services to its end-use customers. The tables shall include:

1. the date and time for the test or test,
2. the location, in longitude and latitude of each point at which signal strength was recorded and
3. each signal strength recorded, measured in DBM, for each frequency.
4. the applicant shall submit drive test maps, depicting the actual signal strengths recorded during the actual drive test, for each frequency at which the carrier provides personal wireless services to its end-use customers.

a. If an applicant claims that it needs a "minimum" signal strength (measured in DBM) to remedy its gap or gaps in service, then for each frequency, the applicant shall provide three (3) signal strength coverage maps reflecting actual signal strengths in three (3) DBM bins, the first being at the alleged minimum signal strength, and two (2) additional

three (3) DBM bin maps depicting signal strengths immediately below the alleged minimum signal strength claimed to be required.

h. To the extent that an applicant claims it is unable to provide sufficient coverage for its personal wireless services within the city due to a capacity deficiency or service gap, it must submit dropped call and denial of service records. These records shall show the number and percentage of instances in which the carrier's customers were unable to use their personal wireless services without experiencing an actual loss or interruption of service during call initiation, maintenance, and conclusion.

i. Ground-mounted equipment in the right-of-way is discouraged, unless the applicant can demonstrate that pole-mounted equipment is not technically feasible, or the electric utility requires placement of equipment on the ground (such as an electric meter). If ground mounted equipment is necessary, then the applicant shall conceal the equipment in a cabinet, in street furniture or with landscaping.

j. Replacement poles, new poles and all antenna equipment shall comply with the Americans with Disabilities Act ("ADA"), city construction and sidewalk clearance standards and city, state and federal laws and regulations in order to provide a clear and safe passage within, through and across the right-of-way. Further, the location of any replacement pole, new pole, and/or antenna equipment must comply with applicable traffic requirements, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices).

k. Replacement poles shall be located as near as feasible to the existing pole. The abandoned pole must be removed within ten business days.

l. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H.

m. No advertising, branding or other signage is allowed unless lawfully permitted and approved by the Public Works Director as a concealment technique or as follows:
    i. Safety signage as required by applicable laws, regulations, and standards; and,
    ii. Identifying information and 24-hour emergency telephone number (such as the telephone number for the operator's network operations center) on wireless equipment in an area that is visible.

n. The total volume of multiple antennas on one structure shall not exceed fifteen (15) cubic feet, unless additional antenna volume is requested and approved pursuant to Section H.

o. Antennas and antenna equipment shall not be illuminated except as required by municipal, federal or state authority, provided this shall not preclude deployment on a new or replacement streetlight.

p. Small wireless facilities may not displace any existing street tree or landscape features unless in compliance with the Ashland Municipal Code and Land Use Code, and at minimum: (a) such displaced street tree or landscaping is replaced with native and/or drought-resistant trees, plants or other landscape features approved by the City, and (b) the applicant submits and adheres to a landscape maintenance plan or agrees to pay an appropriate in-lieu fee for the maintenance costs.

C. Small Wireless Facilities Attached to Wooden Poles and Non-Wooden Poles with Overhead Lines. Small wireless facilities located on wooden utility poles and non-wooden utility poles with overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section H:

a. Proposed antenna and related equipment shall meet:

i. The City's design standards for small wireless facilities.

ii. The pole owner requirements; and

iii. National Electric Safety Code ("NESC") and National Electric Code ("NEC") standards.

b. The pole at the proposed location may be replaced with a taller pole or extended for the purpose of accommodating a small wireless facility; provided that the replacement or extended pole, together with any small wireless facility, does not exceed 50 feet in height or 10 percent taller than adjacent poles, whichever is greater. The replacement or extended pole height may be increased if required by the pole owner, and such height increase is the minimum necessary to provide sufficient separation and/or clearance from electrical and wireline facilities. Such replacement poles may either match the approximate color and materials of the replaced pole or shall be the standard new pole used by the pole owner in the city.

c. To the extent technically feasible, antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall match the approximate material and design of the surface of the pole or existing equipment on which they are attached, or adjacent poles located within the contiguous right-of-way. Near matches may be permitted by the City when options are limited by technical feasibility considerations, such as when high-frequency antennas cannot be placed within an opaque shroud but could be wrapped with a tinted film.

d. Antennas which are mounted on poles shall be mounted as close to the pole as technically feasible and allowed by the pole owner.

e. No antenna shall extend horizontally more than 20 inches past the outermost mounting point (where the mounting hardware connects to the antenna), unless additional antenna space is requested and approved pursuant to Section H.

f. Antenna equipment, including but not limited to radios, cables, associated shrouding, disconnect boxes, meters, microwaves and conduit, which is mounted on poles shall be mounted as close to the pole as technically feasible and allowed by the pole owner.

g. Antenna equipment for small wireless facilities must be attached to the pole, unless otherwise required by the pole owner or permitted to be ground-mounted pursuant to subsection (B)(a) above. The equipment must be placed in an enclosure reasonably related in size to the intended purpose of the facility.

h. All cables and wiring shall be covered by conduits and cabinets to the extent that it is technically feasible, if allowed by pole owner. The number of conduits shall be minimized to the extent technically feasible.

D. Small Wireless Facilities Attached to Non-Wooden Light Poles and Non-Wooden Utility Poles without Overhead Utility Lines. Small wireless facilities attached to existing or replacement non-wooden light poles and non-wooden utility poles without overhead lines shall conform to the following design criteria unless a deviation is requested and approved pursuant to Section H:

a. External Equipment. The antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or be mounted as close to the pole as feasible and must be reasonably related in size to the intended purpose of the facility and reasonable expansion for future frequencies and/or technologies, not to exceed the volumetric requirements described in Section A. If the equipment enclosure(s) is mounted on the exterior of the pole, the applicant is encouraged to place the equipment enclosure(s) behind any decorations, banners or signs that may be on the pole. Conduit and fiber must be fully concealed within the pole.

b. Concealed Equipment. All equipment (excluding disconnect switches), conduit and fiber must be fully concealed within the pole. The antennas must be camouflaged to appear as an integral part of the pole or be mounted as close to the pole as feasible.

c. Replacement Poles. Any replacement pole shall substantially conform to the material and design of the existing pole or adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H.

d. Pole Height. The height of any replacement pole may not extend more than 10 feet above the height of the existing pole unless such further height increase is required in writing by the pole owner.

E. New Poles. Small wireless facilities may be attached to new poles that are not replacement poles under sections C or D, installed by the wireless provider, subject to the following criteria:

a. Antennas, antenna equipment and associated equipment enclosures (excluding disconnect switches), conduit and fiber shall be fully concealed within the structure. If such concealment is not technically feasible, or is incompatible with the pole design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the structure or mounted as close to the pole as feasible and must be reasonably related in size to the intended purpose of the facility, not to exceed the volumetric requirements in Section (A)(3).

b. To the extent technically feasible, all new poles and pole-mounted antennas and equipment shall substantially conform to the material and design of adjacent poles located within the contiguous right-of-way unless a different design is requested and approved pursuant to Section H.

c. New poles shall be no more than forty (40) feet in height unless additional height is requested and approved pursuant to Section H.

d. Wireless providers shall install small wireless facilities on existing or replacement poles instead of installing new poles, unless the wireless provider can document that installation on an existing or replacement pole is not technically feasible or otherwise not possible (due to a lack of owner authorization, safety considerations, or other reasons acceptable to the Public Works Director).

F. Historic District Requirements.

a. Small wireless facilities or poles to support co-locating small wireless facilities located in Historic Districts shall be designed to remain compatible with the existing integrity of the Historic District and shall have a similar appearance, including material and design elements, if technically feasible, of other poles in the rights-of-way within 500 feet of the proposed installation. Any such design or concealment measures may not be considered part of the small wireless facility for purpose of the size restrictions in the definition of small wireless facility.

G. Strand Mounted Equipment. Strand mounted small wireless facilities are permitted, subject to the following criteria:
    a. Each strand mounted antenna shall not exceed 3 cubic feet in volume, unless a deviation is requested and approved pursuant to Section H.
    b. Only 2 strand mounted antennas are permitted between any two existing poles.
    c. Strand mounted devices shall be placed as close as possible to the nearest pole and in no event more than five feet from the pole unless a greater distance is required by the pole owner.
    d. No strand mounted device will be located in or above the portion of the roadway open to vehicular traffic.
    e. Strand mounted devices must be installed with the minimum excess exterior cabling or wires (other than original strand) to meet the technological needs of the facility.
H. Deviation from Design Standards.
    a. An applicant may obtain a deviation from these design standards if compliance with the standard: (a) is not technically feasible; (b) impedes the effective operation of the small wireless facility; (c) impairs a desired network performance objective; (d) conflicts with pole owner requirements; or (e) otherwise materially inhibits or limits the provision of wireless service.
    b. When requests for deviation are sought under subsections (I)(1)(a)-(e), the request must be narrowly tailored to minimize deviation from the requirements of these design standards, and the Public Works Director must find the applicant's proposed design provides similar aesthetic value when compared to strict compliance with these standards.
    c. Public Works Director may also allow for a deviation from these standards when it finds the applicant's proposed design provides equivalent or superior aesthetic value when compared to strict compliance with these standards.
    d. The small wireless facility design approved under this Section H must meet the conditions of 47 C.F.R. Sec. 1.6002(l).
    e. Public Works Director will review and may approve a request for deviation to the minimum extent required to address the applicant's needs or facilitate a superior design.
I. Applications Standards: As is applicable to Action on Administrative Permit Applications On Wireless Facilities under AMC 13.02.303:
    a. The city shall have in the case of co-location, 10 days, and in the case of new installations 90 days, from the receipt of the application to mail the applicant a Notice of Incompleteness by first class mail, and that recites a short and plain statement of the relevant defects from the above list giving cause to deny the application.
J. Appeals Rules. As is applicable to Appeals under AMC 3.02.200:
    a. If an application is being reviewed under AMC 13.02.300 to 13.02.315, however, the Hearing Officer may reject the application for a special use permit, provided that the Hearing Officer makes an additional determination supported by substantial evidence that the denial of the application would not result in an Effective Prohibition of personal wireless services.
    b. If an applicant asserts an Effective Prohibition claim that: (a) its proposed wireless facility or installation is necessary to remedy a significant gap in personal wireless services for an explicitly identified wireless carrier, and (b) that its proposed installation is the least intrusive means of remedying a specifically identified

significant gap or gaps, the Hearing Officer shall shall make the following factual determinations for ensuring TCA compliance:

c. Adequate Personal Wireless Services Coverage. Whether the specific wireless carrier has adequate personal wireless services coverage within the geographic areas for which the applicant claims a significant gap exists in such coverage.
    i. Significant Gap in Personal Wireless Services of an Identified Carrier. Whether the applicant has established, based upon substantive evidence, that a specific wireless carrier experiences a significant gap in its personal wireless services within the City.
        1. Factors for consideration are, but not limited to, (a) whether the identified wireless carrier that claims of a significant gap in its personal wireless services has adequate service in its personal wireless services at any frequency being used by the carrier to provide personal wireless services to its end-use customers, (b) whether any such alleged gap is relatively large or small in geographic size, (c) whether the number of the carrier's customers affected by the gap is relatively small or large, (d) whether or not the location of the gap is situated on a lightly traveled road, or sparsely or densely occupied area, and/or (d) overall, whether the gap is relatively insignificant or otherwise relatively de minimis. A significant gap in service is not established solely because the carrier's customers are not using the carrier's most desired frequency.

d. Least Intrusive Means of Remedying Gap(s) in Service. The applicant must prove with substantive evidence that their proposed small wireless facility, at a specific site and/or portion of the site, and the height of the facility, is the least intrusive solution to address any significant gaps. The Hearing Officer will consider all supporting and opposing evidence to determine the existence of such gaps.
    i. Factors for consideration are, but not limited to, (a) whether the proposed site is the least intrusive location at which a facility to remedy an identified significant gap may be located, and the applicant has reasonably established a lack of potential alternative less intrusive sites and lack of sites available for co-locating, (b) whether the specific location on the proposed portion of the selected site is a Preferred or Disfavored Location, (c) whether the specific location on the proposed portion of the selected site is the least intrusive portion of the site for the proposed installation (d) whether the height proposed for the facility is the minimum height actually necessary to remedy an established significant gap in service, (e) whether or not a pre-existing structure can be used to camouflage the facility and/or its antennas, (f) whether or not, as proposed, the installation mitigates adverse impacts to the greatest extent reasonably feasible, through the employ of stealth design, screening, use of color, noise mitigation measures, etc., and/or (g) overall whether or not there is a feasible alternative to remedy the gap through alternative, less intrusive substitute installations, such as the installation of multiple shorter installation, instead of a single small wireless facility.

e. If, upon applying the evidentiary standards mentioned in AMC 13.02.200b, the Hearing Officer concludes that:
    i. the applicant has not proven sufficient personal wireless coverage or the least intrusive solution to address any gaps, the application may be rejected. However, such denial will not be considered an "Effective Prohibition."

ii. the applicant has proven both the existence of a significant gap in personal wireless services and that their proposed installation is the least intrusive means to address the gap(s), the application will be granted, irrespective of any findings under AMC 13.02.200b, to prevent an Effective Prohibition of personal wireless services.

K. If a requirement of any section of this Design Standard is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision contained herein. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.

COMMENTARY

Application of the Rules

These rules apply to actions, cases, and proceedings brought after the rules take effect. These rules also apply to further procedure in actions, cases, and proceedings then pending, except to the extent that application of the rules would not be feasible, or would work injustice, in which event LOC model rules apply.

Historical Notes

Conflicts over local regulations on small cell facilities and older technologies have led to numerous lawsuits. A significant lawsuit in Portland determined FCC regulation interpretations for small cell technology. The League of Oregon Cities (LOC) negotiated compromises and developed a model ordinance and resolution for small cell infrastructure within the ROW. The City attorney's office used the LOC's framework to create their own ordinance. The Council, however, has expressed a preference for an ordinance that imposes stricter limitations on an applicant's network configuration.

The City attorney has returned with an updated ROW ordinance that incorporates modifications, including definitions and standards for more stringent restrictions. It also features a comprehensive severability clause to address potential challenges arising from the stricter regulations, in which case any decision can utilize the LOC Model Rules as a safe harbor.

ORDINANCE MODIFICATIONS FROM LOC MODEL ORDINANCE:

AMC 13.02.010- Definitions

	COMMENT
(J) "DBM" or "dBm"	
(L) "Effective Prohibition"	This standard is developed from Federal 9th Circuit case law. Modified by FCC Order (Para. 37) This test is met not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities…an effective prohibition includes materially inhibiting additional services or improving existing services.
(M) "Gap" or "Service Gap"	
(O) "Illegally Excessive RF Radiation or Illegally Excessive Radiation"	
(P) "Macrocell"	

(Q) "Mitigation" Or "Mitigate"	
(R) "Necessary" or "Necessity" Or "Need"	Standard that refines or removes ambiguity of essential terms.
(S) "Notice Of Effective Prohibition Conditions"	References processes set forth in resolution.
(T) "Occupational/ Controlled Exposure Limits"	
(X) "RF Radiation"	
(aa) "Setback"	In addition to ensuring RF radiation exposure levels are below the established safety guidelines established by the FCC, set back requirements are intended to ensure that small cell facilities do not obstruct traffic visibility or pose hazards. As for residential areas and for public facilities like schools, libraries, parks, or hospitals, set back distances are also intended to address aesthetic concerns and preserve the character of these areas and public spaces. The city establishes a 1,500' setback standard that an the applicant can prove a lesser distance is necessary. See Resolution B.f.i.
(bb) "Shot Clock"	
(ee) "TCA"	
(ff) "Tolling" or "Tolled"	

AMC 13.02.050(B)(2) (Second sentence) Application and Fee Required. Although FCC set maximum fees that the City can charge, such rates are what a local government can charge without justification (a "safe harbor" amount.) This additional language sought by citizens and Council ensures the city's reimbursement of its actual costs should the expense of application processing or verification of the applicant's submissions become necessary.

AMC 13.02.050(C) (Second Sentence) Review of Application. This section provides review by other city departments and affected agencies. It also provides community notice, and under administrative rules of the city, the public may intervene and appeal the Public Works Director's decision. See AMC 13.02.200 Appeals.

AMC 13.02.060 Standards and Conditions. Design standards are specifically called out as more fully addressed in the Resolution. Similarly, references to small cell facilities is called out *infra* at AMC 13.02.060(B)(2).

AMC 13.02.070 Permit Issuance. Given this ordinance applies to the applicant's compliance with the criteria as it relates to the city's ROW, this appeal section applies primarily to the applicant. Third parties would not get notice much like they would not get notice of a power or cable company installing a power pole.

AMC 13.02.200 Appeals. Given this ordinance applies to the applicant's compliance with the criteria as it relates to the city's ROW, this appeal section applies primarily to the applicant. However, as provided under AMC 13.02.050, the process at least provides community notice, and under administrative rules of the city, the public may intervene and appeal the Public Works Director's decision. See AMC 13.02.200 Appeals.

AMC 13.02.300(B) Severance. This severance provision adds an ability for the city to modify interpretation of its ordinance consistent with the intent of the ordinance in a manner to allow greater flexibility or to avoid violation or preemption of state or federal law. Upon a decision to sever, the rules revert to the LOC model rules otherwise incorporated in Chapter 13.02 for safe harbor.

AMC 13.02.303(A)(4) Action on Administrative Permit Applications On Wireless Facilities. This provision is redundant as simply articulating what is already a given under law but added for reemphasizing intent of the ordinance.

AMC 13.02.305(D) Preferred or Disfavored Locations. The city adds preferred and disfavored locations as goals for the applicant to meet but are not mandated in violation of FCC rules. As a policy, it recognizes and accounts for the varying sensitivities of populations in different zones—residential, commercial, and industrial. Concurrently, this provision establishes intent and policy that may be used to support findings and conclusions in a city's final decision.

13.02.307(A) Effect of Construction/Work Permit. Permit Duration. 180 days was added as FCC requirement for complying with shot clock minimums.

RESOLUTION MODIFICATIONS FROM LOC MODEL RESOLUTION:

In order to focus on imposing stricter regulations, the model resolution for Small Cell Wireless Facility Design Standards was developed with specific application requirements aimed at the applicant's network configuration application. The Resolution outlines the specific process for an applicant or opponent to provide substantive evidence to support or challenge the material claims, arguments, or legal theories presented by the parties involved in a case. Substantive evidence is weighted according to its relevance, reliability, that is understandable, and balanced. It may include witness testimony, documents, expert opinions, scientific research, or any other form of evidence that is directly relevant to the key facts or legal elements of the case.

§B. General Requirements (a) – (d) The design standards aim to enforce what the applicant's own engineering would outline to effectively plan a network configuration that is both feasible and purposeful. By doing so, the city eliminates the possibility for the applicant to claim that excessive detail is being requested. Consequently, the city incorporates its policy to control the size, mitigate adverse effects, and prioritize aesthetic considerations to the extent that they can be objectively measured, such as ensuring alignment with the character of neighboring properties and minimizing conflicts with other city land use design standards.

§B. General Requirements (e) The applicant is also required to conduct alternative site analysis according to the affirmative need for locating a facility rather than relying upon the applicant's ideal or favored alternative or its least cost alternative. The burden is placed on the applicant to demonstrate how alternatives are not feasible.

§B. General Requirements (f) The setbacks for the small cell wireless facility outlined in the resolution are not intended to bypass FCC regulations but rather to reinforce the FCC regulations that the applicant must comply with as per their requirements. Section B(f) places the responsibility on the applicant to ensure compliance, with the assistance of a licensed engineer who will report on the public's exposure to RF emissions.

§B. General Requirements (g) and (h) The resolution addresses any claims of gaps in personal wireless service by confining the arguments within the scope of what constitutes an "effective

prohibition" of service, leading to the denial of an application. This section serves both to aid the city's analysis and guide the resolution of the disputed issue. Once again, it is the responsibility of the applicant to present substantive evidence to the city's hearings officer, demonstrating how the city's decision violates federal law based on the various FCC rules, criteria, and interpretations established by the courts.

§I Application Standards. The remaining modifications to the MR are found in sections I through J, which outline the appeal process for the parties involved in case the applicant contests the city's regulations or decisions. Section I provides the city with time-period minimums to give the applicant notice that the applicant's application is incomplete thereby stopping the clock under FCC rules for the city to act on the application.

§J Appeal Rules. The appeal process for telecommunication rules is constrained by FCC regulations. Consequently, the Resolution introduces additional rules within the ROW ordinance that specifically pertain to Small Cell Wireless Facility, unlike other telecommunications, utilities, and industries that are not subject to such rules. These modifications place the responsibility on the applicant to demonstrate how the city's regulations impose an actual or effective prohibition on their ability to provide personal wireless services, significantly limiting or hindering their competitiveness with other wireless providers.

Furthermore, this section outlines the specific type of evidence that the city acknowledges for the applicant to substantiate gaps in their service. This evidence supports any claims they may have that challenge the city's requirement for them to demonstrate the least intrusive means of addressing those service gaps.

§K Severance. As a final safeguard, the requirement for the applicant to challenge a city's rule before filing a complaint with the FCC serves as an opportunity for the city to reevaluate its rule. The inclusion of a severance clause in the resolution further enhances this fail-safe measure. This version of a severance clause permits the interpretation of a contested provision in a way that renders it enforceable, whenever possible. In cases where such interpretation is not feasible, the hearings officer has the authority to separate the city's rule, revert to the model rule, and potentially prevent the applicant's dispute from escalating into litigation.

CONCLUSION

By incorporating FCC rules for technical compliance and imposing stringent requirements on applicants to substantiate that the city's rules align with federal law, the proposed ordinance and resolution aim to minimize the potential conflict with telecommunication service providers, allowing the city to exercise its discretion in promoting its chosen priorities effectively.

Utilizing LOC (League of Oregon Cities) model rules for Small Cell Wireless Facility, the city has a reliable resource for regular updates to its ordinance and resolution. These model rules offer a cautious approach aimed at minimizing the risk of litigation while safeguarding the community's health and well-being and promoting the availability of broadband services.

In developing this ordinance and resolution, this office has considered publicly available ordinances that impose additional limitations on the deployment of small cell wireless facilities. Public feedback and other relevant materials have also been carefully evaluated to determine their relevance and feasibility within the current legal framework at the federal, state, and local levels. This ordinance and resolution represent the culmination of the LOC model rules and these more

Via email to Douglas McGeary, Assistant City Attorney and Joseph Lessard, City Manager.

Re: ***Ashland OR Small Wireless Facilities Code Update***

Mssrs. McGeary and Lessard:

On behalf of Verizon Wireless, AT&T, and T-Mobile, we are writing to express our request to participate as stakeholders in the process for adopting the Ordinance Amending AMC Chapter 13.02 Public Rights-Of-Way And Establishing Standards For Small Wireless Facilities In The Rights-Of-Way and Design Standards, currently scheduled to go before the Council for first reading later this month. An industry representative inadvertently found an online mention of the proposed code change and design standards a week ago and obtained copies of the draft language. As providers of wireless service in your city, we have a vested interest as stakeholders and respectfully request the opportunity to provide detailed comments on the code that will regulate small wireless facility builds so that Ashland's expanding service needs can be met going forward.

Federal law applicable to small wireless facilities ("**SWFs**") has been rapidly evolving in the last several years. In 2018, the Federal Communications Commission ("**FCC**") issued an Order regulating SWFs in public rights-of-way.[1] Many of Ashland's proposed code provisions conflict with the FCC's 2018 Order and may subject the city to legal risk should they be adopted. While we have not had sufficient time for a thorough review, the following issues are of significant concern to Verizon, AT&T, and T-Mobile:

1. Excessively large setbacks (more than the total length of four football fields) that address an intention to impermissibly regulate wireless facility location based on fear of health concerns;
2. Establishing unduly burdensome application requirements, such as alternative site analyses that includes **all** potential alternative sites, which require outsized and overly detailed review relative to the actual visual impacts of the SWFs;
3. Use of the "significant gap" test, when this test is explicitly rejected by the FCC's 2018 Small Cell Order[2] to establish an effective prohibition of service under the federal Telecommunications Act;

---

[1] *In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Report and Order, 33 FCC Rcd 9088, FCC 18-133 (2018), *affirmed in part and vacated in part*, *City of Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020), *cert. denied*, 594 U.S. ___, 141 S.Ct. 2855 (June 28, 2021)(No. 20-1354) ("*Small Cell Order*").

[2] *Id.* at ¶40.

4. Explicitly contradicting the FCC by disallowing unfavorable economic factors in eliminating alternative site candidates;
5. Requiring commercially unavailable "pollution insurance" for passive, unmanned facilities that do not emit any recognized polluting substances;
6. Requiring submittal of irrelevant drive test data which does not address the lack of network capacity that SWFs are designed to alleviate; and
7. Imposing technically infeasible design guidelines on size and placement of carrier equipment.

As we have just learned of the progress of the City's proposed Ordinance, we have not had adequate opportunity to review the draft language and provide detailed redlines to the City outlining and explaining the concerns we have regarding feasibility, compliance with federal law, and the policy outcomes of adopting such an unnecessarily restrictive code. We ask that the Council continue the September first reading date to allow an additional 30 days to provide meaningful input.

In other Oregon jurisdictions, we have been active participants in the code process with opportunities for written comment, stakeholder discussions with staff, and the chance to propose alternative language for troubling code sections that can achieve the City's goals while providing a workable path forward. The undersigned, on behalf of our companies, would request the same opportunity in the City of Ashland.

Sincerely,

Kim Allen, Wireless Policy Group
Representative for Verizon Wireless

Greggory Busch, Busch Law Firm
Attorney representing AT&T

Areej Rajput
Corporate Counsel for T-Mobile

Council Business Meeting

September 19, 2023

Agenda Item	City Council Standing Advisory Committees Workplans Review	
From	Tonya Graham	Mayor
Contact	tonya@council.ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☐ Consent ☐ Public Hearing ☐ New Business ☐ Old Business ☐	

SUMMARY

This is a review of all the Standing Advisory committees workplans. This includes Social Equity and Racial Justice Advisory Committee (SERJ), Housing and Human Services Advisory Committee (HHSAC), Public Arts Advisory Committee (PAAC), Historic Preservation Advisory Committee (HPAC), Climate & Environment Policy Advisory Committee (CEPAC), Transportation Committee, and Forest Lands Advisory Committee.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

Resolution 2022-24 Creating Standing Advisory Committees to the City Council passed on September 20, 2022. On the July 17, 2023, Council retreat, staff provided details for the Standing Advisory committee's discussions of their priorities.

FISCAL IMPACTS

DISCUSSION QUESTIONS

SUGGESTED NEXT STEPS

REFERENCES & ATTACHMENTS

Advisory Committees Goals list
City Council Liaison Assignments

Better Together

CITY OF ASHLAND
Better Together

ADMINISTRATION
Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

Social Equity and Racial Justice Advisory Committee (SERJ)

The SERJAC will set their annual goals at their September meeting and will consider the following.

- Research what the City of Ashland has done to help and interfere with the civil rights of different groups of people (Black, Indigenous, Chinese etc.). This research will be the starting point for identifying reparations that the City can put in place to address the actions of the past and to celebrate good work that has been done.
- Review the recommendations of the DEI Assessment Consultant when the final report is completed.
- Continue the work of the 'Ashland for Everyone' project so that Ashland can move forward in its goal to be authentically welcoming to all people.
- Support activities for SERJ related holidays and community events and help the City to identify which events to participate in and recommend ways the City can participate.
- Support other Committees in their work as it intersects with the goals of the SERJ Advisory Committee.
- Recruit new members

Housing and Human Services Advisory Committee (HHSAC)

2023 Committee goals developed at the annual HHSAC retreat in December 2022.

- Explore impacts and opportunities for the development of more Manufactured Home parks (barriers and inducements) and manufactured home park ownership (this strategy is identified in the Housing Production Strategy document and is identified as a priority action in the implementation schedule).
- Encourage collaboration and communication for emergency shelter. Participate in planning and coordination around sheltering events and community engagement.
- Construction Excise Tax-explore the impacts of instituting a construction excise tax (this is a strategy identified in the Housing Production Strategy document).
- Workforce and Affordable Housing-Explore options to increase the supply of affordable workforce housing to provide for the needs of the City's working households and families. This work could include exploration, community engagement and implementation of strategies identified in the Housing Production Strategy.

ADMINISTRATION
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Tel: 541.488.6002
Fax: 541.488.5311

joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us

- Housing Production Strategy Education Events/Affordable Housing Education Events/ Partner with SERJ on Fair Housing and Equity, Diversity, and Inclusion trainings and translation of City of Ashland information and handouts.

At the regular meeting in June 2023, the HHSAC added another goal that they would like to work on in the immediate future.

- The Committee established a workgroup that will explore property management issues in Ashland and suggest potential solutions. The work group would like to research what is already working and functioning in Portland, OR. regarding property management issues and present ideas of how to recreate that system in Ashland to the City Council.

Public Arts Advisory Committee (PAAC)

The PAAC has not conducted a formal goal setting for 2023 yet, but has been working on and discussing the following projects and initiatives:

- Support community-driven effort to fund and create a permanent, public art installation entitled "Ancestor's Future: Crystallizing Our Call" by Micah Blacklight inspired by the Say Their Names Memorial
- Support community-driven effort to fund and create a public mural installation at the Elks Building in Downtown Ashland entitled "Where the Crow Lights" by John Pugh.
- Review and provide recommendations to the City Council regarding a public mural installation on the new fence at the Northwest Nature Shop at 154 Oak Street designed and executed by Vivi Design Company
- Establish a program to promote local artist or community designed artwork upon ODOT Traffic Controller Boxes with funding assistance from the City of Ashland (similar to the Utility Box art project).
- Designation of the Downtown Historic district as the next *Marking Ashland Places (MAP II)* district, in agreement with the Historic Preservation Advisory Committee.
    - Establish a location for a hub sculpture within the district, establish a budget for a public artwork, and request proposals for the design and installation of the selected sculpture.
    - Create and locate medallions relating to areas of historic interest.
- Street Crossing Art installation – potentially in association with University District

CITY OF ASHLAND
Better Together

ADMINISTRATION
Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

Historic Preservation Advisory Committee (HPAC)

HPAC has considered committee priorities over the last several months beginning with their annual retreat in January. These priorities would be a focus of HPAC meetings when there are not multiple land use actions on their agenda to review, including:

- Implement Residential Site Design Review. With the passage of House Bill 2001, which required cities to allow accessory residential units and duplexes with the same procedural requirements for review as detached single-family homes, HPAC no longer reviews a substantial portion of the new construction in the four National Register-listed historic districts which previously required review. HPAC members would like to see residential Site Design Review requirements implemented so that the designs for new Duplexes, Single Family Residences and Accessory Residential Units in the districts could be reviewed for compliance with Historic District Development Standards.
- Update the city's Historic Preservation Plan. The current Preservation Plan was completed in 2008 using consultant services funded by a Certified Local Government (CLG) grant. The plan speaks to the cities planned preservation activities from 2009-2018, and HPAC members believe it is due for an update. In the absence of available consultant services funds, HPAC has considered revisiting the plan and updating it as a subcommittee project.
- Update Historic Surveys. The documents inventorying the four existing historic districts are decades old, and do not reflect new development within the districts or buildings which were not eligible to be considered historic resources at the time the districts were adopted but may now be considered historic due to their age. In addition, there may be additional areas, such as Quiet Village, which are now qualified for nomination as historic districts.
- Digitize Text & Photos of Existing Historic Surveys/Make Available On-Line. Photos were taken on film originally. This would require obtaining negatives from the consultant who prepared the original historic district survey documents, having them scanned, and then creating a user-friendly, searchable webpage. It might also involve the creation of a "story map" through the city's geographic information system (GIS).
- Updating the HPAC Webpage. Committee members would like to see the committee's webpage updated to be more comprehensive and user friendly and to contain all documents relating to the historic districts and historic preservation in Ashland in a single convenient on-line location.
- Continuing education opportunities for HPAC members.

ADMINISTRATION
20 East Main Street
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488.6002
Fax: 541.488.5311
joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us

CITY OF ASHLAND
Better Together

ADMINISTRATION
Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

Climate & Environment Policy Advisory Committee (CEPAC)

2023 Goals

- Finalize USDA Energy Efficiency Loan Program.
- Establish "On Bill Financing/ Pay as you save".
- Further Home Energy Score Program.
- Outreach on existing local and Federal incentive programs.
- Reduce fossil fuel consumption in City Facilities and citizens homes.
- Establish new incentive for small engine replacement.
- Attend, participate, and give input in other City committee meetings.
- Improve biking opportunities.

Transportation Committee

The City of Ashland Transportation Committee will be discussing and developing a formal workplan at the July 20th monthly meeting. Staff has developed an outline of work elements to be discussed at the Committees meeting. The bulleted list below represents most work activities anticipated within the 2023-2025 Biennium.

- Transportation System Plan Update
- Traffic Calming Program
- Traffic Crash and Near Miss Review (twice annually)
- Public Education and Outreach Program
- Traffic Safety, Parking, Signage, Striping, etc. – Continuous
- Vision Zero Program
- Parklet Program
- Protected Bike Lane – Major Roadway Rehabilitation Projects
- Transit Support as needed (RVTD)
- Bike Parking Inventory (downtown)
- Bird Scooter Program Review
- B Street Corridor Safety Analysis

Staff expects the Transportation Committee to develop their final workplan at the July 20th meeting.

Forest Lands Advisory Committee

- Using the Council-adopted Climate Change Addendum to the Ashland Forest Plan, address the current epidemic of tree mortality as quickly as possible.
- Educate the community about the importance of adapting our forestlands to the changing climate.

ADMINISTRATION
20 East Main Street
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488.6002
Fax: 541.488.5311
joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us

CITY OF ASHLAND
Better Together

ADMINISTRATION
Joseph L. Lessard, City Manager
Sabrina Cotta, Deputy City Manager

- Work with APRC and community partners on plans for sustainable recreation in the Ashland Watershed and adjoining areas.
- Assist in re-writing the Community Wildfire Protection Plan (CWPP), focusing on climate change adaptation in the entirety of the Ashland Watershed.

ADMINISTRATION
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Tel: 541.488.6002
Fax: 541.488.5311

joe.lessard@ashland.or.us
sabrina.cotta@ashland.or.us

City Council Liaison Assignments

June 20, 2023

Commissions & Standing Advisory Committees	2023 Primary Assignment	2023 Second Assignment
Parks & Recreation Commission (City Charter)	Hansen	Dahle
Planning Commission	Hyatt	
Climate and Environmental Policy	Kaplan	Dahle
Forest Lands	Bloom	
Historic Preservation	Dahle	
Housing and Human Services	Kaplan	Bloom
Public Arts	DuQuenne	
Social Equity and Racial Justice	DuQuenne	Dahle
Transportation	Hansen	Bloom

City Ad Hoc Committees	2023 Primary Assignment	2023 Second Assignment
Ashland Water Advisory (AWAC)	Kaplan	
Ashland Senior Advisory Committee	Kaplan	
Early Learning Committee	Hyatt	Bloom

Regional Boards & Committees	2023 Primary Assignment	2023 Second Assignment
Chamber of Commerce / Travel Ashland	DuQuenne	Hansen
Continuum of Care (CoC)	Bloom	
Crisis Response Network	DuQuenne	
Rogue Valley Council of Governments (RVCOG)	Kaplan	
Rogue Valley Metropolitan Planning Organization (RVMPO)	Graham	
Rogue Valley Transportation District (RVTD)	Hansen	
Southern Oregon Regional Economic Development Inc.	Hyatt	Dahle

Community Relationships

Aug. 2, 2023

At the recent Strategy Retreat, Council discussed assigning members of the Ashland City Council to serve as Community Liaisons to specific anchor institutions in the Ashland community. Unlike typical Council Liaison assignments where the councilor is expected to regularly attend committee or commission meetings, the Community Liaison would be expected to open a line of communication with the leadership of the organization and check in quarterly to understand how things might be changing for that organization, learn about new activities, and discuss any challenges. The purpose of this structure is to help the City Council as a body understand the current reality of the City's primary community partners as we, and they, navigate this time of great change. As Community Liaisons, Ashland City Council members would share similar information with those community organizations at their request.

Community Organizations	2023 Primary Assignment	2023 Second Assignment
Ashland Community Hospital	Dahle	
Ashland School District	Hyatt	
Mount Ashland	Hansen	
Opportunities for Housing, Resources & Assistance	Bloom	
Oregon Shakespeare Festival (OSF)	Graham	Kaplan
Rogue Valley Mountain Bike Association (RVMBA)	Hansen	
Southern Oregon University (SOU)	Graham	DuQuenne

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Mon 9/18/2023 7:59 AM

To:**City Recorder <recorder@ashland.or.us>**;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Regina Ayars**
Phone: **5419418627**
Email: **reginariley@jeffnet.org**
Meeting Date : **September 19, 2023**
Type of Testimony: **ELECTRONIC**
Written Testimony: **This is the same testimony I submitted to Parks & Recreation Commissioners on September 6, 2023. In my opinion, The Parks Department and Parks Commission have been in need of new leadership for many years. The department has new leadership with Leslie Eldridge. I have expectations that her leadership will move the department forward to ensure the the entire Ashland community is represented in Parks policies and decisions. I also think that the Parks Commission needs new members to ensure its direction to Parks department includes ideas from people who have not served previously. Institutional memory can be valuable. It can also inhibit "out of the box thinking" when considering innovative policies. This is a transition period that offers the opportunity to look forward not back. Regina Ayars**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

September 19, 2023

Mayor Tonya Graham & Council
City of Ashland
20 East Main Street
Ashland, OR. 97520

RE: Agenda Item XII.3: Climate Friendly Area (CFA) Study Adoption

Mayor & Councilors:

In June, I provided testimony to the Planning Commission encouraging the city to study additional Climate Friendly Areas (CFAs) in order to meet targets set in LCDCs Climate Friendly and Equitable Communities (CFEC) rules that call for 30% of all housing to be located in CFAs. I'm writing now to encourage you to take that action and respond to comments from DLCD about the 30% requirement.

A key premise of the CFEC rules and the state's overall strategy for reducing greenhouse gas emissions is that we change land use plans so that we get 30% of all housing in walkable, mixed use "Climate Friendly Areas" (CFAs) - the kind of neighborhoods that significantly reduce the amount of driving we need to do.

For Ashland, achieving the 30% target means that the city should have roughly 3500 housing units in CFAs by 2041. However, since the three proposed CFAs are largely undeveloped and the city expects only about 900 new housing units to be built in the next 18 years, the city would be about 2600 units short of meeting the 30% target, even if every new housing unit built in Ashland were located in a CFA. The point of this analysis is that the city should, if it wants to actually meet the 30% target, designate additional CFAs to make up the difference.

DLCD staff have not disputed this analysis but have advised that the city can comply with the CFEC rules if it simply designates CFAs that have enough "zoned capacity" to accommodate 30% of the city's housing needs. While DLCD may be technically correct about what the CFEC rules require, what they are really telling you - and other cities - is that the rules don't work to achieve their stated objective: i. e. that it's OK to adopt CFAs that have no chance of meeting the 30%

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Tue 9/19/2023 7:26 AM
To:City Recorder <recorder@ashland.or.us>;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Gary Shaff**
Phone: **541.482.4537**
Email: **Gshaff@gmail.com**
Meeting Date : **September 19, 2023**
Type of Testimony: **WRITTEN**
Written Testimony: **Mayor and Council, Draft - Climate Friendly Area (CFA) Study Downtown The downtown should be included as a ?priority? CFA because that designation is, in itself, an ? advertisement? for private investment. Downtown Ashland is the physical and fiscal center of our community and should be our first priority for new investment. Our downtown is our community?s identity and is crucial to the city?s future. Every other metropolitan city in the State understands this fact and, as a consequence, has designated, or plans to designate, its downtown as a CFA. Ashland should do so as well. There are no downsides to designating our downtown as a CFA. The city?s existing historic preservation codes and other new codes, that may be developed through a CFA zoning district, will protect those buildings that deserve protection. But vacant or under-developed lands (for example, the US Postal Service building, and the Key Bank and Well?s Fargo buildings or existing private or public parking lots) are prime candidates for development/redevelopment. That is especially true now that the city?s minimum parking requirements have been eliminated. Future residential development in the downtown will not meet a substantial portion of the city?s housing needs. However, the city could leverage private investment using its land holdings in the downtown to create affordable, workforce housing. Adding several hundred new residents in the downtown will help to make it more viable, lively, and successful. Maybe all or some of the empty storefronts will disappear. CFA?s will usher in a new wave of investment. The City Council should ensure that the downtown is among those areas that benefit from it and any public incentives that may be forthcoming Please modify the draft CFA Study to include the downtown as a priority CFA. _____. Croman Mill Site The designation of the entire Croman Mill Site as a CFA will have the effect of leaving the city without any large tracts of land zoned for industrial use. Industrial lands are crucial to diversify the economy and provide higher wage jobs that are not, otherwise, tied to the tourist or service industries. Limiting development to ?compatible industrial? uses, as suggested in the draft CFA Study, will preclude, in all likelihood, industrial uses that operate 24-hours a day, create noise, or fumes. Those limitations will only serve to restrict development to those which may be best described as heavy commercial (Costco in Central Point might be a good example). Why designate the city?s limited supply of industrially zoned lands for residential development? The draft CFA study shows that the proposed CFA?s, excluding the Croman Mill Site?s industrially zoned land, will include enough land to meet LCDC?s requirements and far exceed the city?s housing needs? Please protect the city?s future and retain the existing industrially zoned industrial lands in the Croman Mill Site. Designate part of the site as a CFA but not all of it. Gary Shaff 516 Herbert St**

goal because they lack enough existing housing and future housing growth to meet the 30% target.

DLCD also suggests that the city might fill this gap and meet the 30% goal "over time" as it updates the city's housing plans. However, because the underlying problem is that the three CFAs contain too little existing housing and the city is expecting a only a modest amount of growth, it is completely unclear how the city can meet the 30% goal without doing what it should do now, which is to study and designate additional areas as CFAs.

The bottom line is this: while providing "zoned capacity" may technically meet DLCDs rule, it will leave the city well short of meeting the rule's stated objective of actually getting 30% of all housing in CFAs. If your interest is limited to complying with the letter of CFEC rules - rules that clearly fall short of their stated objective - then DLCDs advice may be helpful. However, if you want to position Ashland to actually meet the 30% goal, you should direct staff and the planning commission to propose one or more additional CFAs. This should include a downtown CFA which can, consistent with CFEC rules, be tailored to exclude or protect historic properties and structures.

For decades, Ashland has served as a powerful example for other Oregon communities of effective ways to plan and achieve compact, walkable mixed use development. By designating CFAs that can actually accommodate 30% of its housing, Ashland would continue to provide this kind of needed leadership.

Bob Cortright[1]

373 Suncrest Avenue NW
Salem Oregon

cc: Kevin Young, DLCD

[1] I am a retired urban planner. For 25 years, I served as DLCDs lead staff on transportation planning issues, including 6 years as the agency's lead planner for reducing GHG emissions. I currently work with several climate and environmental groups that are advocating for strong, clear rules and effective state and local plans to carry out the Oregon Climate Action Plan (OCAP).

Climate Friendly Communities

WENDY ADLER <wendyadler@mac.com>

Fri 2023-09-15 02:26 PM

To:Derek Severson <derek.severson@ashland.or.us>

[EXTERNAL SENDER]

Dear Mr. Severson,

It just came to my attention that the city is moving forward with a preliminary plan to identify sections of Ashland that could be developed with much increased density. I am certainly in favor of doing what we can to reduce emissions. I don't know that increased building density will help, but I understand that the city is required to comply.

My concern is that, according to the preliminary map, my neighborhood will be completely surrounded by increased density. We just found out that a second homeless shelter will be opened just down the street from us, and now this. It looks like we are at risk of becoming the "bad" part of town. It seems to me like the effects of all this should be shared between all neighborhoods, not concentrated here.

The newspaper article predicted that most of the increased development would take place in the Crowson Mill area. That makes sense, except that project has been talked about for a very long time, and nothing seems to happen.

What do you recommend we do to help ensure that our neighborhood will remain a place we will want to live?

Sincerely,
Wendy Adler

[redacted]

CITY OF ASHLAND
Better Together

PROCLAMATION

- We are living in a time of extraordinary nuclear dangers in which the risk of nuclear has risen to its highest level since the 1962 Cuban Missel Crisis. As the invasion of Ukraine has shown nuclear threats are real, present, and dangerous. Accidents, miscalculations, or intentional use loom over us all.
- Ashland's public commitment to end the threat of nuclear catastrophe dates back to 1982, when its citizens passed a ballot measure declaring the city a Nuclear Free Zone. The non-profit organization called Peace House grew out of that effort in 1983.
- Ashland became a Mayors for Peace city in 1998, responding to a global invitation from the mayors of Hiroshima and Nagasaki to work for the abolition of nuclear weapons. As of July 1, 2023, there are currently 8,265 Mayors for Peace cities in 166 nations and regions, including 225 in the U.S. and 7 in Oregon.
- Mayors for Peace enthusiastically supports the new Treaty on the Prohibition of Nuclear Weapons, adopted in July 2017 under United Nations auspices. It entered into force January 2021, and is legally binding on the 68 governments that have ratified it thus far and another 24 nations have signed it awaiting ratification.
- The Oregon Legislature passed Senate Joint Memorial 5 in 2019, calling on the President and Congress to lead global efforts to reduce the threat of nuclear war.
- In 2022 Ashland became home to two living green legacy Hiroshima Peace Trees that were germinated at Southern Oregon University from seeds of survivor trees of the automatic bombing of Hiroshima. The Peace Gingko is near Thalden Pavilion on the Southern Oregon University campus and the Peace Camellia is in front of Lithia Park's Japanese Garden.
- This past June the US Conference of Mayors adopted a resolution urging Congress to pass House Resolution 77 embracing the goals and provisions

of the treaty on the prohibition of nuclear weapons. It also calls for renewed efforts to reestablish high level US, Russian risk reduction and arms control talks, efforts to reduce tensions with other nuclear armed nations and the redirection of military spending to meet human needs.

- During August 6th through the 9th, concerned citizens, civic organizations and faith communities in Ashland and the Rogue Valley will commemorate the atomic bombings of Hiroshima and Nagasaki renewing commitments to prevent such weapons from being used again.

NOW THEREFORE, THE City Council and Mayor, on behalf of the citizens of Ashland, hereby proclaim August 6, 2023, as:

"Hiroshima Day"

and hereby proclaim August 9, 2023, as:

"Nagasaki Day"

in the City of Ashland and invite all citizens to participate in the Hiroshima - Nagasaki Vigil activities.

Signed this 1st day of August, 2023.

Tonya Graham, Mayor

Dana Smith, Clerk of the Council Pro Tem

CORPORATE SEAL OREGON

Better Together

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9-19-23

Name Sonya Daw

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Climate + Energy Action Plan for Ashland

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

_____

_____

_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9/18/23

Name Linda Adams

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Transportation Advisory Committee meeting announcement

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date_____

Name Joel Gerston

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Ashland Climate & Energy Action Plan

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 09/19/23

Name JD Barons

[redacted]

Regular Meeting

Agenda topic/item number ~~Night Lawn~~ **OR**

Topic for public forum (non agenda item) Night Lawn news

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9/19/2023

Name Emily Simon

[redacted]

Regular Meeting

Agenda topic/item number_____ **OR**

Topic for public forum (non agenda item) Sopride, Appts For SER JAC etc

Land Use Public Hearing

Please indicate the following:
For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

_____

_____

_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Zoom Public Speaker - NEW Business #3 Climate Friendly Areas

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Tue 9/19/2023 9:37 AM

To:**City Recorder <recorder@ashland.or.us>**;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Robert Cortright**
Phone:
Email: **dana.smith@ashland.or.us**
Meeting Date : **9/19/2023**
Type of Testimony: **ELECTRONIC**
Written Testimony: **Speaking on Climate Friendly Areas under Special Presentations Robert Cortright's email is 23cort@gmail.com**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

Zoom Public Speaker - ORD - ROW/Telecom

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Mon 9/18/2023 11:34 AM
To:**City Recorder <recorder@ashland.or.us>**;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Greggory Busch**
Phone: **(425) 628-2657**
Email: **gregg.busch@wirelesscounsel.com**
Meeting Date : **09/19/2023**
Type of Testimony: **ELECTRONIC**
Written Testimony: **Electronic/remote testimony for Public Hearing: First Reading of Amendments to AMC 13.02 Rights-of-Way ordinance and the accompanying resolution for Design Standards and Applications Requirements regarding small cell wireless facilities.**

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

Zoom Public Speaker - ORD - ROW / Telecom

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Mon 9/18/2023 3:14 PM

To:**City Recorder <recorder@ashland.or.us>**;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Areej Rajput**
Phone: **9492059632**
Email: **AREEJ.RAJPUT15@T-MOBILE.COM**
Meeting Date : **09/19/2023**
Type of Testimony: **ELECTRONIC**
Written Testimony:

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

ZOOM Public Speaker - ORD - ROW/Telecom.

Council Public Testimony Form Submitted

City of Ashland, Oregon <administration@ashland.or.us>
Mon 9/18/2023 11:26 AM
To:**City Recorder <recorder@ashland.or.us>**;Dorinda Cottle <dorinda.cottle@ashland.or.us>

[EXTERNAL SENDER]

*** FORM FIELD DATA***
Full Name: **Kim Allen**
Phone: **425 628-2666**
Email: **kim.allen@wirelesspolicy.com**
Meeting Date : **9/19/2023**
Type of Testimony: **ELECTRONIC**
Written Testimony:

*** USER INFORMATION ***
SubscriberID: **-1**
SubscriberUserName:
SubscriberEmail:
RemoteAddress: **66.241.70.76**
RemoteHost: **66.241.70.76**
RemoteUser:

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9/19/23

Name PAUL MOZINA

[redacted]

Regular Meeting

Agenda topic/item number XIII **OR** ROW ordinance

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:
For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge: _____

_____

_____

_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9/19/2023

Name Marilyn Lindsay

[redacted]

Regular Meeting

Agenda topic/item number XIII 13.02 Right of Way Ordinance

OR

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:

For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge: _____

_____

_____

_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date September 19 2023

Name Pati Holman

[redacted]

Regular Meeting

Agenda topic/item number XIII ROW ORD **OR**

Topic for public forum (non agenda item) Telecom

Land Use Public Hearing

Please indicate the following:

For:_____ **Against:**_____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge:_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.

Speaker Request Form

THIS FORM IS A PUBLIC RECORD
ALL INFORMATION PROVIDED WILL BE MADE AVAILABLE TO THE PUBLIC

1) Complete this form and return it to the City Recorder **prior to the discussion of the item you wish to speak about.**
2) Speak to the City Council from the table podium microphone.
3) State your name and address for the record.
4) Limit your comments to the amount of time given to you by the Mayor, usually 3 or 5 minutes.
5) If you present written materials, please give a copy to the City Recorder for the record.
6) You may give written comments to the City Recorder for the record if you do not wish to speak. (Comments can be added to the back of this sheet if necessary)
7) Speakers are solely responsible for the content of their public statement.

Tonight's Meeting Date 9/19/23

Name Kelly Marcotulli

[redacted]

Regular Meeting

Agenda topic/item number 5G ordinance **OR** XIII

Topic for public forum (non agenda item) _____

Land Use Public Hearing

Please indicate the following:

For: _____ **Against:** _____

Challenge for Conflict of Interest or Bias

If you are challenging a member (a city councilor or a planning commissioner) with a conflict of interest or bias, please write your allegation complete with supporting facts on this form and deliver it to the clerk immediately. The Presiding Officer will address the written challenge with the member. Please be respectful of the proceeding and do not interrupt. You may also provide testimony about the challenge when you testify during the normal order of proceedings.

Written Comments/Challenge: _____

_____

_____

_____

The Public Meeting Law requires that all city meetings are open to the public. Oregon law does not always require that the public be permitted to speak. The Ashland City Council generally invites the public to speak on agenda items and during public forum on non-agenda items unless time constraints limit public testimony. No person has an absolute right to speak or participate in every phase of a proceeding. Please respect the order of proceedings for public hearings and strictly follow the directions of the presiding officer. Behavior or actions which are unreasonably loud or disruptive are disrespectful, and may constitute disorderly conduct. Offenders will be requested to leave the room.

Comments and statements by speakers do not represent the opinion of the City Council, City Officers or employees or the City of Ashland.